

Swisscanto (IE) ESGeneration ETF ICAV

(An umbrella fund with segregated liability between sub-funds)

An open-ended Irish collective asset management vehicle which is constituted as an umbrella fund with segregated liability between sub-funds and with variable capital

The ICAV was registered under the laws of Ireland with registered number C542618

PROSPECTUS

This Prospectus is dated 25 February 2025

The Directors of Swisscanto (IE) ESGeneration ETF ICAV whose names appear in the section entitled **Directors of the ICAV** of the Prospectus below accept responsibility for the information contained in this Prospectus and each relevant Supplement. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

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1 Directory

ICAV

Swisscanto (IE) ESGlobal ETF ICAV
3 Dublin Landings
North Wall Quay
Dublin 1
Ireland

MANAGER

Carne Global Fund Managers (Ireland) Limited
3rd Floor
55 Charlemont Place
Saint Kevin's
Dublin 2
Ireland

DIRECTORS

Maurice Murphy
Elizabeth Beazley
Saro Grano
Dominique Délèze
Maja Jankovic

DEPOSITARY

HSBC Continental Europe
1 Grand Canal Square
Grand Canal Harbour
Dublin 2
Ireland

ADMINISTRATOR

HSBC Securities Services (Ireland) DAC
1 Grand Canal Square
Grand Canal Harbour
Dublin 2
Ireland

INVESTMENT MANAGER

Zürcher Kantonalbank
Bahnhofstrasse 9
Zurich 8001
Switzerland

SECRETARY OF THE ICAV

Goodbody Secretarial Limited
3 Dublin Landings
North Wall Quay
Dublin 1
Ireland

AUDITORS

EY
Harcourt Centre
EY Building
Harcourt Street
Dublin 2
Ireland

DISTRIBUTOR

Zürcher Kantonalbank
Bahnhofstrasse 9
Zurich 8001
Switzerland

LEGAL ADVISERS

A&L Goodbody LLP
3 Dublin Landings
North Wall Quay
Dublin 1
Ireland

2 Definitions

Accounting Period means a calendar year ending 31 July;

Accumulating Shares means Shares that accumulate income and pay no dividend;

Administration Agreement means the agreement dated 25 February 2025 between the ICAV, the Manager and the Administrator as amended, supplemented or otherwise modified from time to time;

Administrator means HSBC Securities Services (Ireland) DAC or any successor thereto duly appointed in accordance with the requirements of the Central Bank as the administrator of the ICAV and each Sub-Fund;

AML Legislation means the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010, as subsequently amended by the Criminal Justice Act 2013, the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2018, and the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2021 and the Criminal Justice (Terrorist Offences) Act 2005 (as amended) and as amended and supplemented from time to time;

Anti-Dilution Levy means a levy which may be (i) added to subscription amounts payable by an investor or (ii) deducted from redemption amounts receivable by an investor to cover dealing costs and to preserve the value of the underlying assets of the relevant Sub-Fund;

Application Form means the application form for subscription of Shares;

Authorised Participant means an entity or person authorised by the ICAV for the purposes of subscribing for and redeeming Creation Units;

Base Currency means in relation to any Sub-Fund such currency as is specified as such in the Supplement for the relevant Sub-Fund;

Business Day means in relation to any Sub-Fund such day or days as is or are specified as such in the Supplement for the relevant Sub-Fund;

Cash Component means in relation to any ETF Sub-Fund or ETF Class the amount of cash required to equalize any differences between the value of the securities set out in the Portfolio Composition File and the Net Asset Value for each Creation Unit (being the Net Asset Value per Share multiplied by the number of Shares in a Creation Unit). Ordinarily the Cash Component will be the same for subscriptions and redemptions; however, it may be different in cases in which the Portfolio Composition File is different for subscriptions and redemptions on a given day for one or more Sub-Funds;

Cash Transaction Fee means the fee payable by an Authorised Participant where Shares are subscribed or redeemed for cash, as disclosed in the Portfolio Composition File, in the currency specified in the relevant Supplement;

Central Bank means the Central Bank of Ireland or any successor regulatory authority with responsibility for authorising and supervising the ICAV;

Central Securities Depository means local central securities depositories (which may include, but are not limited to, the CREST system, Euroclear Netherlands, Clearstream Banking AG, Frankfurt/Main, SIS Sega Intersettle AG and Monte Titoli SPA) and Euroclear Bank S.A. which operates as an ICSD;

Central Bank UCITS Regulations means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019 (S.I. No. 230 of 2019) and related guidance issued by the Central Bank as amended, supplemented or replaced from time to time;

Clearing Agent means any entity affiliated with one or more Regulated Market and which facilitates the validation, delivery and settlement of transactions in the ICAV's Shares;

Clearstream means Clearstream Banking Société Anonyme, Luxembourg and any such successor in business thereto, as operator of the ICSDplus clearing system, a Recognised Clearing System;

Clearstream Participant means an accountholder in Clearstream (which may include Authorised Participants, their nominees, agents, Central Securities Depositories or ICSDs) and who hold their interest in Shares settled and/or cleared through Clearstream;

CHF means the Swiss Franc, the lawful currency of Switzerland;

CIS means an open ended collective investment scheme within the meaning of Regulation 4(3) of the UCITS Regulations and which is prohibited from investing more than 10% of its assets in another such collective investment scheme;

Class or Classes/Share Class or Share Classes means one or more particular division of Shares in a Sub-Fund;

Connected Person means the persons defined as such in the section entitled **Portfolio Transactions and Conflicts of Interest**;

Creation Unit means for each ETF Sub-Fund and as specified in the relevant Supplement, the pre-determined number of Shares which must be subscribed for or redeemed when subscribing or redeeming In Kind or in cash;

CRS means the Common Reporting Standard more fully described as the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development and any treaty, law or regulation of any other jurisdiction which facilitates the implementation of the Standard including Council Directive 2014/107/EC on the Administrative Co-operation in the Field of Taxation (**DAC II**);

Currency Share Class means a Class denominated in a currency other than the Base Currency of the relevant Sub-Fund;

Data Protection Legislation means Data Protection Acts 1988 to 2018 and any amending and replacement legislation, including the EU General Data Protection Regulation (EU) 2016/679 and national guidance and any amending and replacement legislation;

Dealing Day means in respect of each Sub-Fund such Business Day or Business Days as is or are specified in the Supplement for the relevant Sub-Fund or such other day(s) as the Directors, following consultation with the Manager, may with the approval of the Depositary determine and notify in advance to Shareholders provided that there shall be at least two dealing days at regular intervals per month;

Dealing Deadline means in relation to applications for subscription, redemption or exchange of Shares in a Sub-Fund, the day and time as specified in the Supplement for the relevant Sub-Fund;

Delegate means such persons, body, corporate agent, or organisation duly appointed by the Investment Manager, from time to time, to provide a specific investment function or execute a specific investment policy;

Dematerialised Form means Shares the title to which is recorded as being in uncertificated form and which may be transferred by means of a computer based settlement system in accordance with the Companies Act 1990 (Uncertificated Securities) Regulations 1996;

Depository means HSBC Continental Europe or any successor thereto duly appointed as depository in accordance with the requirements of the Central Bank and the UCITS Regulations;

Depository Agreement means the agreement dated 25 February 2025 between the ICAV, the Manager and the Depository as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Depository Receipt means an equity-related security which evidences ownership of underlying securities. Depository Receipts may include American Depositary Receipts (**ADRs**), European Depositary Receipts (**EDRs**), Global Depositary Receipts (**GDRs**) or Non-Voting Depositary Receipts (**NVDRs**), which are receipts issued in Thailand that evidence a similar arrangement;

Directors mean the directors of the ICAV, each a **Director**;

Distributing Shares means Shares in respect of which dividends may be declared and paid in accordance with the section entitled **Dividend Policy** in the Prospectus;

Distribution Agreement means the distribution agreement dated 25 February 2025 between the ICAV, the Manager and the Distributor as may be substituted, amended, supplemented, novated or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Distributor means Zürcher Kantonalbank or any successor thereto duly appointed in accordance with the requirements of the Central Bank;

EEA means the European Economic Area encompassing the Member States together with Iceland, Liechtenstein and Norway;

ERISA means the US Employee Retirement Income Security Act of 1974, as amended;

ESMA Guidelines means ESMA's Guidelines on sound remuneration policies under the UCITS Directive and AIFMD published on 31 March 2016 as may be amended from time to time

ETF means a Sub-Fund established as an exchange traded fund and which includes the designation "UCITS ETF" in its name;

ETF Class means an exchange traded Class of an ETF;

EU means the European Union;

EU Benchmark Regulation means Regulation (EU) 2061/1011 of the European Parliament and the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 as modified, amended, consolidated or re-enacted from time to time;

EU Taxonomy Regulation means Regulation EU 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending SFDR;

Euro, EUR or € means the lawful currency of Ireland;

Euronext Dublin means The Irish Stock Exchange plc trading as Euronext Dublin;

Exchange Charge means the charge, if any, payable on the exchange of Shares as is specified in the Supplement for the relevant Sub-Fund;

FATCA means the US Foreign Account Tax Compliance Act (as amended, consolidated or supplemented from time to time), including any regulations issued pursuant thereto and an intergovernmental agreement between the US and any other jurisdiction which facilitates the implementation of any law or regulation relating to FATCA;

FDI means financial derivative instruments;

Foreign Person means (i) a person who is neither resident nor ordinarily resident in Ireland for tax purposes who has provided the ICAV with the appropriate declaration under Schedule 2B TCA and the ICAV is not in possession of any information that would reasonably suggest that the declaration is incorrect or has at any time been incorrect, or (ii) the ICAV is in possession of written notice of approval from the Irish Revenue Commissioners to the effect that the requirement to have been provided with such declaration is deemed to have been complied with in respect of that person or class of shareholder to which that person belongs, and that approval has not been withdrawn and any conditions to which that approval is subject have been satisfied;

GBP or £ means Pounds Sterling, the lawful currency of the United Kingdom;

GDPR means Regulation (EU) 2016/679 known as the General Data Protection Regulation;

Global Certificate means a global share certificate issued by the ICAV to a Common Depository (or its nominee) for the Shares;

Global Supplement means a Supplement the sole purpose of which is to list the Sub-Funds of the ICAV currently approved by the Central Bank;

Hedged Share Class means a Share Class whose denominated currency is hedged against exchange rate fluctuations as set out in the section entitled **Share Class Hedging**;

ICAV means Swisscanto (IE) ESGeneration ETF ICAV;

Index means an index of securities or other assets which a Sub-Fund may aim to track, replicate or outperform pursuant to its investment objective and in accordance with its investment policies, as specified in the relevant Supplement;

Index Administrator means in relation to a Sub-Fund, the entity or person acting as the benchmark administrator which calculates and administers the Index on behalf of the Index Sponsor who has developed and licensed the Index to the ICAV, as specified in the relevant Supplement;

Index Provider means in relation to a Sub-Fund, the entity or person acting by itself or through a designated agent which compiles, calculates and publishes information on the Index and who has licensed the Index to the ICAV, as specified in the relevant Supplement;

Index Securities means those securities or other assets selected by the Index Provider and constituting the relevant Index (and each component an Index Security);

Index Sponsor means in relation to a Sub-Fund, the entity or person which develops the Index with a benchmark administrator and who has licensed the Index to the ICAV, as specified in the relevant Supplement;

Initial Issue Price means the price (excluding any Preliminary Charge) per Share at which Shares are initially offered in a Sub-Fund during the Initial Offer Period as specified in the Supplement for the relevant Sub-Fund;

Initial Offer Period means the period during which Shares in a Sub-Fund are initially offered at the Initial Issue Price as specified in the Supplement for the relevant Sub-Fund;

In Kind means that, rather than receiving cash in respect of a subscription and delivering cash proceeds in respect of a redemption, a Sub-Fund will receive and deliver securities (or predominantly securities) that are acceptable in respect of the Sub-Fund;

In Kind Transaction Fee means the fee amount payable by an Authorised Participant in the currency specified in the relevant Supplement for subscriptions or redemptions In Kind;

Instrument of Incorporation means the Instrument of Incorporation of the ICAV as amended from time to time;

ICSD means an international central securities depository;

Investment Management Agreement means the investment management agreement dated 25 February 2025 between the ICAV, the Manager and the Investment Manager as may be substituted, amended, supplemented, novated or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Investment Manager means Zürcher Kantonalbank or any successor thereto duly appointed in accordance with the requirements of the Central Bank;

Issue Price means the Net Asset Value per Share as at the Valuation Point;

Manager means Carne Global Fund Managers (Ireland) Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank;

Management Agreement means the management agreement between the ICAV and the Manager dated 25 February 2025, as substituted, amended, supplemented, novated or otherwise amended from time to time in accordance with the requirements of the Central Bank;

Management Fee means any fee payable to the Manager as may be agreed under the Management Agreement and set out in the Supplement for the relevant Sub-Fund;

Member State means a member state of the EU;

MiFID II means collectively, Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, the Commission Delegated Directive (EU) 2017/593 of 7 April 2016 and the Markets in Financial Instruments Regulation (**MiFIR**) (EU) No 600/2014;

Minimum Initial Investment Amount means such amount (if any) as the Directors may from time to time determine as the minimum initial investment amount required by each applicant for Shares of each Class in a Sub-Fund as is specified in the Supplement for the relevant Sub-Fund;

Minimum Sub-Fund Size means such amount (if any) as the Directors decide for each Sub-Fund and as set out in the Supplement for the relevant Sub-Fund or as otherwise notified to Shareholders in that Sub-Fund;

Minimum Shareholding means such number or value of Shares of any class (if any) as specified in the Supplement for the relevant Class of Shares within a Sub-Fund;

month means a calendar month;

Money Market Instruments shall have the meaning prescribed to them in the Central Bank UCITS Regulations;

Net Asset Value or **Net Asset Value per Share** means in respect of the assets of a Sub-Fund or the Shares in a Sub-Fund, the amount determined in accordance with the principles set out in the section entitled **Calculation of Net Asset Value/Valuation of Assets** below as the Net Asset Value of a Sub-Fund or the Net Asset Value per Share;

Non-ETF Sub-Fund means any Sub-Fund which is not an ETF Sub-Fund;

Non-ETF Class means a Class of an ETF Sub-Fund which is not exchange traded;

OECD means the Organisation for European Co-operation and Development;

OECD Member State means a member state of the OECD;

Par Value means the nominal value assigned to a security by the issuer of such security;

Personal data means any data relating to a living individual who can be identified directly from that data or indirectly in conjunction with other information;

Portfolio Composition File means the schedule prepared by the Administrator and made available on each Dealing Day for each ETF Sub-Fund via one or more market data suppliers identifying each of the securities and the quantities thereof and, where relevant, the Cash Transaction Fee, and Cash Component which the ETF Sub-Fund will expect to be delivered to it when one Creation Unit is subscribed for, or delivered by it when one Creation Unit is redeemed. Such schedule will also be available at the office of the Administrator. Ordinarily the Portfolio Composition File will be the same for subscriptions and redemptions; however, in certain circumstances, it may be different for subscriptions and redemptions on a given day for one or more ETF Sub-Funds. The Portfolio Composition File will comprise securities in which the ETF Sub-Fund may invest in accordance with its investment objective, policies and restrictions;

Portfolio Deposit means the portfolio of securities, plus or minus (as the case may be) the Cash Component, to be delivered to the ETF Sub-Fund in subscribing for one Creation Unit or to be delivered by the ETF Sub-Fund in redeeming one Creation Unit;

Preliminary Charge means in respect of a Sub-Fund, the charge payable (if any) on the subscription for Shares as specified in the Supplement for the relevant Sub-Fund;

Prospectus means the current prospectus of the ICAV and any Supplements and addenda thereto;

Publication Time means the time the Portfolio Composition File is made available by the Administrator as specified in the relevant Supplement;

Recognised Clearing System means any clearing system for the settlement of transactions in relation to the securities designated by the Revenue Commissioners of Ireland as a recognised clearing system for the purposes of Chapter 1(a) of Part 27 of the TCA which at the date hereof comprise Clearstream Banking SA, Clearstream Banking AG, Euroclear, Crest UK, National Securities Clearing System, Sicovam SA, SIS Segma Intersettle AG and NECIGEF (Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.-the Dutch central institute for giro transferred securities), BNY Mellon, Central Securities Depository SA/NV, Central Moneymarkets Office, Depository Trust Company of New York, Deutsche Bank

AG, Depository and Clearing System, Japan Securities Depository Centre, Monti Titoli SPA, National Securities Clearing System, The Canadian Depository for Securities Ltd. and VPC AB;

Redemption Charge means in respect of a Sub-Fund, the charge payable (if any) on the redemption of Shares as specified in the Supplement for the relevant Sub-Fund;

Register means the register of Shareholders maintained on behalf of the ICAV;

Registrar means the Administrator or such other company as may from time to time be appointed, with the responsibility in each case of providing registration services to the ICAV in accordance with the requirements of the Central Bank;

Regulated Market means one of the stock exchanges or regulated markets listed in Appendix 1 to this Prospectus;

Related Companies has the meaning assigned thereto in the Companies Act 2014. In general, this states that companies are related where 50% of the paid-up share capital or 50% of the voting rights in one company are owned directly or indirectly by another company;

Settlement Date means in respect of receipt of subscription monies for subscription for Shares or dispatch of monies for the redemption of Shares, the date specified in the Supplement for the relevant Sub-Fund;

SFDR means regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, as amended and as may be further amended or supplemented;

SFTR means Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012, as may be amended or supplemented;

Shareholders means holders of Shares, and each a **Shareholder**;

Shares means participating shares in the ICAV representing interests in a Sub-Fund and, where the context so permits or requires, any Class of participating shares representing interests in a Sub-Fund;

Sub-Fund means a separate portfolio of assets which is invested in accordance with the investment objective and policies as set out in the relevant Supplement and to which all liabilities, income and expenditure attributable or allocated to such sub-fund shall be applied and charged and **Sub-Funds** means all or some of the sub-funds as the context requires or any other Sub-Funds as may be established by the ICAV from time to time with the prior approval of the Central Bank;

Sub-Fund Assets means the Transferable Securities and/or the FDI and/or the other financial instruments and eligible assets invested in by a Sub-Fund and cash held by the Sub-Fund in accordance with the UCITS Regulations, as further described in the relevant Supplement;

Supplement means any supplement, including any addendum thereto, to the Prospectus issued on behalf of the ICAV from time to time;

Sustainability risk in the context of the Sub-Fund(s) 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 the investment. The particular sustainability risks which apply to the Sub-Fund(s) are included in the Risk Factors section;

Taxable Irish Person means any person, other than:

- (a) a Foreign Person;
- (b) an intermediary, including a nominee, for a Foreign Person;
- (c) a qualifying Management Company within the meaning of section 739B TCA;
- (d) a specified company within the meaning of section 734 TCA;
- (e) an investment undertaking within the meaning of section 739B TCA;
- (f) an investment limited partnership within the meaning of section 739J TCA;
- (g) an exempt approved scheme or a retirement annuity contract or trust scheme within the provisions of sections 774, 784 or 785 TCA;
- (h) a company carrying on life business within the meaning of section 706 TCA;
- (i) a special investment scheme within the meaning of section 737 TCA;
- (j) a unit trust to which section 731(5)(a) TCA applies;
- (k) a charity entitled to an exemption from income tax or corporation tax under section 207(1)(b) TCA;
- (l) a person entitled to exemption from income tax and capital gains tax under section 784A(2) TCA, section 787I TCA or section 848E TCA and the units held are assets of an approved retirement fund, an approved minimum retirement fund, a special savings incentive account or a personal retirement savings account (as defined in section 787A TCA);
- (m) the Courts Service;
- (n) a Credit Union;
- (o) a company within the charge to corporation tax under section 739G(2) TCA, but only where the fund is a money market fund;
- (p) a company within the charge to corporation tax under section 110(2) TCA;
- (q) the National Asset Management Agency; and
- (r) the National Treasury Management Agency or a fund investment vehicle within the meaning of section 739D(6)(kb) TCA;
- (s) 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 (as amended by the Insurance (Amendment) Act 2018);
- (t) the National Pensions Reserve Fund Commission or a Commission investment vehicle (within the meaning given by section 2 of the National Pensions Reserve Fund Act 2000 as amended);
- (u) the State acting through the National Pensions Reserve Fund Commission or a Commission investment vehicle within the meaning given by section 2 of the National Pensions Reserve Fund Act 2000 (as amended); and

- (v) any other person as may be approved by the directors from time to time provided the holding of Shares by such person does not result in a potential liability to tax arising to the ICAV in respect of that Shareholder under Part 27 Chapter 1A of the TCA

in respect of each of which the appropriate declaration set out in Schedule 2B TCA or otherwise and such other information evidencing such status is in the possession of the ICAV on the appropriate date;

TCA means the Taxes Consolidation Act, 1997, as amended;

Transferable Securities shall have the meaning prescribed in the Central Bank UCITS Regulations;

Transfer Taxes means all stamp, transfer and other duties and taxes for which the ICAV may be liable in relation to an ETF Sub-Fund for receiving the requisite securities on a subscription for Creation Units of delivering the requisite securities on redemption of one or more Creation Units;

UCITS means an undertaking for collective investment in transferable securities established pursuant to the UCITS Regulations;

UCITS Regulations means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, and the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 as may be amended from time to time and any rules or notices made by the Central Bank pursuant to them which are applicable to the ICAV;

Unhedged Currency Share Class means a Class where typically, Shares may be applied and paid for, income payments calculated and paid and redemption proceeds paid in a currency other than the Base Currency of the relevant Sub-Fund on the basis of a currency conversion at the prevailing spot currency exchange rate of the relevant Base Currency for the currency of the relevant Class;

United Kingdom and **UK** means the United Kingdom of Great Britain and Northern Ireland;

United States and **US** means the United States of America, (including each of the states, the District of Columbia and the Commonwealth of Puerto Rico) its territories, possessions and all other areas subject to its jurisdiction;

US Dollars, USD, US\$, Dollars and **\$** means the lawful currency of the United States or any successor currency;

US Person shall have the meaning prescribed in Regulation S under the United States Securities Act of 1933, as amended (the **Securities Act**) and thus shall include (i) any natural person resident in the United States; (ii) any partnership or corporation organised or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a US Person; (iv) any trust of which any trustee is a US Person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person; (vii) any discretionary account held by a dealer or other fiduciary organised or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if (A) organised or incorporated under the laws of any foreign jurisdiction; and (B) formed by a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts;

Valuation Point means the point in time by reference to which the Net Asset Value of a Sub-Fund and the Net Asset Value per Share are calculated as is specified in the Supplement for the relevant Sub-Fund; and

Website means the website for each Sub-Fund as set out in the relevant Supplement, on which the Net Asset Value per Share in its Base Currency will be published and on which this Prospectus, the Supplements and any other information in respect of the ICAV or any of the Sub-Funds, including various Shareholder communications may be published.

3 Introduction

If Applicants are in any doubt about the contents of this Prospectus and the relevant Supplement Applicants should consult a stockbroker, bank manager, solicitor, accountant or other financial adviser.

The ICAV was registered as an umbrella Irish collective asset-management vehicle with segregated liability between Sub-Funds pursuant to Part 2, Chapter 1 of the Irish Collective Asset-management Vehicles Acts 2015 and 2020 (the **ICAV Act**) and is authorised by the Central Bank pursuant to the UCITS Regulations.

This authorisation however, does not constitute a warranty by the Central Bank as to the performance of the ICAV and the Central Bank shall not be liable for the performance or default of the ICAV. Authorisation of the ICAV is not an endorsement or guarantee of the ICAV by the Central Bank nor is the Central Bank responsible for the contents of the Prospectus and the Supplements.

The ICAV is structured as an umbrella fund with segregated liability between Sub-Funds. Shares representing interests in different Sub-Funds may be issued from time to time by the ICAV. Shares of more than one Class in a Class may be issued in relation to a Sub-Fund. All Shares of each Class will rank rateably amongst themselves and pari passu save as provided for in the relevant Supplement. On the introduction of any new Sub-Fund (for which prior Central Bank approval is required) or any new Class of Shares (which must be issued in accordance with the requirements of the Central Bank and notified to and cleared in advance by the Central Bank), the ICAV will prepare and issue a new or updated Supplement setting out the relevant details of each such Sub-Fund or new Class of Shares as the case may be. A separate portfolio of assets will be maintained for each Sub-Fund (and accordingly not for each Class of Shares) and will be invested in accordance with the investment objective and policies applicable to such Sub-Fund. Particulars relating to individual Sub-Funds and the Classes of Shares available therein are set out in the relevant Supplement. Any amendments to the Prospectus and any Supplements must be notified to and cleared in advance by the Central Bank.

The ICAV has segregated liability between its Sub-Funds and accordingly any liability incurred on behalf of or attributable to any Sub-Fund shall be discharged solely out of the assets of that Sub-Fund, but please refer to the section entitled **Risk Factors** below.

Distribution of this Prospectus and the relevant Supplement is not authorised in any jurisdiction after publication of the annual report and audited accounts unless accompanied by a copy of such report and accounts. Such reports and this Prospectus together form the prospectus for the issue of Shares in the ICAV.

The Instrument of Incorporation of the ICAV gives powers to the Directors to impose restrictions on the holding of Shares directly or indirectly by (and consequently to redeem Shares held by), or the transfer of Shares to any person or entity who, in the opinion of the Directors is or will hold shares for the benefit of a US Person (unless the Directors determine (i) the transaction is permitted under an exemption from registration available under the securities laws of the United States and (ii) that the relevant Sub-Fund and ICAV continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an individual under the age of 18 (or such other age as the Directors may think fit), a person or entity who breached or falsified representations on subscription documents (including as to its status under ERISA), who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person or entity is not qualified to hold Shares, or if the holding of the Shares by any person is unlawful or is less than the Minimum Shareholding set for that class of Shares by the Directors, or in circumstances which (whether directly or indirectly

affecting such person or persons or entity, and whether taken alone or in conjunction with any other persons or entities, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Sub-Fund of the ICAV incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage (including endeavouring to ensure that the relevant Sub-Fund's assets are not considered "plan assets" for the purpose of ERISA and the related code) or being in breach of any law or regulation which the Sub-Fund might not otherwise have incurred, suffered or breached or might result in the Sub-Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Instrument of Incorporation as described herein.

NEITHER THIS PROSPECTUS NOR THE SHARES HAVE BEEN QUALIFIED FOR OFFER, SALE OR DISTRIBUTION UNDER THE LAWS OF ANY JURISDICTION GOVERNING THE OFFER OR SALE OF SHARES OR OTHER SECURITIES, AND THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF SUCH SHARES IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE IS NOT AUTHORIZED, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL, TO MAKE SUCH OFFER, SOLICITATION OR SALE. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. IT IS THE RESPONSIBILITY OF ANY PERSON IN POSSESSION OF THIS PROSPECTUS AND ANY PERSON WISHING TO SUBSCRIBE FOR SHARES PURSUANT TO AN APPLICATION FORM TO INFORM THEMSELVES OF AND TO OBSERVE ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTIONS.

Where a Taxable Irish Person acquires and holds Shares, the ICAV shall, where necessary for the collection of Irish Tax, redeem and cancel Shares held by a person who is or is deemed to be acting on behalf of a Taxable Irish Person on the occurrence of a chargeable event for Irish taxation purposes and pay the proceeds thereof to the Irish Revenue Commissioners.

This Prospectus may be translated into other languages. Any such translation shall only contain the same information and have the same meanings as this English language document. To the extent that there is any inconsistency between this English language document and the document in another language, this English language document shall prevail.

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

The value of and income from Shares in a Sub-Fund may go up or down and Applicants may not get back the amount they have invested in the Sub-Fund. Applicants may lose their entire investment. Shares constituting each Sub-Fund are described in a Supplement to this Prospectus for each such Sub-Fund, each of which is an integral part of this Prospectus and is incorporated herein by reference with respect to the relevant Sub-Fund. Investment in Shares may involve above average risk and Applicants' attention is drawn to the section entitled **Risk Factors** below and also to the equivalent section in each Supplement.

Where there is a Preliminary Charge and a Redemption Charge payable on the issue and redemption of Shares, an investment in Shares should be viewed as medium to long term. A Preliminary Charge and/or a Redemption Charge may be charged by a Sub-Fund, as set out in the relevant Supplement. The maximum Preliminary Charge (if any) shall be 5% and the maximum Redemption Charge (if any) shall be 3%.

As distributions may be made out of the capital of the ICAV, there is a greater risk that capital will be eroded and 'income' will be achieved by foregoing the potential for future capital growth of your investment and the value of future returns may also be diminished. This cycle may continue until all capital

is depleted. Please note that distributions out of capital may have different tax implications to distributions of income and you are recommended to seek advice in this regard.

This Prospectus and any other documents referred to in it and the relevant Supplement(s) should be read in their entirety before making an application for Shares. Statements made in the Prospectus and any Supplement are based on the laws and practice in force in Ireland at the date of this Prospectus or Supplement as the case may be, which may be subject to change.

It is intended that the Shares of certain of the Sub-Funds will be listed and admitted for trading on one or a number of stock exchanges and, where this is the case, the ICAV does not warrant or guarantee that such listings will take place or continue to exist.

It is envisaged that Shares will be bought and sold by retail and institutional investors and professional traders in the secondary market like the ordinary shares of a listed company. However, the ICAV cannot guarantee that a liquid secondary market will develop in relation to the Shares of any particular Sub-Fund.

Shares in the relevant ETF Sub-Fund which are purchased on the secondary market (as further described below) cannot usually be redeemed directly from the ICAV. Investors normally buy and sell their Shares on the secondary market with the assistance of an intermediary (e.g. a stockbroker or other investment broker) and may incur fees for investing in this manner. In addition, please note that such investors may pay more than the current Net Asset Value per Share when purchasing Shares on the secondary market and may receive less than the current Net Asset Value when selling their shareholding.

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

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

This Prospectus and the relevant Supplement shall be governed by and construed in accordance with Irish law. The ICAV is required to and will comply with the UCITS Regulations.

This document is confidential to the addressee and may not be copied or passed on, in whole or in part, or its contents reproduced, disclosed, distributed to or used by any other person outside the group of affiliates of the addressee or their professional advisers. By accepting delivery of this document, each recipient agrees that it will (i) use this Prospectus for the sole purpose of evaluating a possible investment in a Sub-Fund and (ii) keep permanently confidential all information contained herein not already in the public domain.

Defined terms used in this Prospectus shall have the meanings attributed to them in the section entitled **Definitions** section.

4 Directors of the ICAV

The Directors of the ICAV are described below:

Maurice Murphy

Mr. Murphy is a full time professional independent director exclusively focused on the investment funds sector. He has extensive international experience in traditional and alternative funds having previously headed up the risk management function at KB Associates (now Waystone), an investment funds consultancy. At KB Associates, Mr. Murphy also served as an Executive Director of its AIFM & UCITS Management Company entity.

Prior to joining KB Associates, Mr. Murphy worked at Credit Suisse where he was Head of the Fund Linked Products desk in Dublin. Previously he spent a number of years with ABN Amro Bank (Ireland) Limited as Head of Risk Management. He began his career in London, working for Morgan Stanley and UBS.

Mr. Murphy holds a Bachelor of Commerce degree (Hons) and a Post Graduate Master of Business Studies (Hons) from University College Dublin. He is a certified Financial Risk Manager and has also earned a Certificate in Sustainability and Climate Risk from the Global Association of Risk Professionals. He is also a Chartered Alternative Investment Analyst, Charterholder and an Associate Member of the Chartered Institute for Securities & Investment.

Elizabeth Beazley

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

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

Saro Grano

Mr. Grano is the head of Strategic Initiatives and the ETF platform at Zürcher Kantonalbank. Mr. Grano has worked at Zürcher Kantonalbank since 2017 and has worked in a number of roles including: Deputy Head of Legal Asset Management & Investment Initiatives and Head of Legal Strategic Projects.

Before his time at Zürcher Kantonalbank, Mr. Grano worked for eight years as the Head of Legal and General Secretary at the Swisscanto Fund Management Company Ltd.

Mr. Grano started his career in law and worked as an associate and senior associate at the law firm of Niederer Kraft Frey Ltd in Zürich. Mr. Grano attended the University of Fribourg where he studied law and was admitted to the Bar in Zurich in 2005. Mr. Grano holds a LL.M in Comparative Law from the University of San Diego School of Law.

Dominique Délèze

Mr. Délèze is based in Zurich and is a Member of the Senior Management with Zürcher Kantonalbank. He is responsible for the Product Structuring, Development and Management of Zürcher Kantonalbank and Swisscanto funds. In his role,

Mr. Délèze steers fund launches and corporate actions of funds domiciled in Luxembourg, Switzerland and Ireland, and manages the product portfolios on behalf of the different Asset Management businesses. Mr. Délèze spent 10 years as a board member of various Luxembourg domiciled investment funds.

Mr. Délèze joined the Zürcher Kantonalbank Product division in December 2023 from Credit Suisse Asset Management Switzerland and EMEA Ltd, where he held a 25-year tenure in the same function (covering in addition Guernsey, Liechtenstein, Cayman and German domiciled funds). Before this, Mr. Délèze worked for UBS AG as a trader in the Investment Banking Division and as a portfolio manager in the Asset Management Division from 1994 to 1998. Mr. Délèze started his career with Dresdner Bank in Dortmund in 1993.

Mr. Délèze holds a Master's in finance from the University of Lausanne and is a Chartered Financial Analyst.

Maja Jankovic

Ms Jankovic joined Swisscanto Asset Management International S.A. in Italy as Deputy Country Head in February 2024. Prior to this Ms Jankovic was the Head of Wholesale in Milan in BNY Mellon Investment Management where she was responsible for the Italian wholesale business. Ms Jankovic also worked in Wells Fargo Asset Management as a sales directors and she spent 13 years as a Sales and Client Relationship Manager in Milan for Schrodgers Investment Management.

Ms Jankovic started her career working in Richcourt Capital Management Inc., Citco Group and she also worked with Unicredit Banca Mobiliare. Ms Jankovic, holds a MSc in Business Administration with a major in Financial Intermediaries.

5 The ICAV

The ICAV has delegated the day to day investment management and administration of all the assets of the ICAV to the Manager and has approved the Depositary to act as the depositary of all of the assets of the ICAV.

6 The Manager

The ICAV has appointed Carne Global Fund Managers (Ireland) Limited as its management company pursuant to the Management Agreement. The Manager was incorporated in Ireland as a private company on 10 November 2003 with limited liability under the Companies Act 2014 under registration number 377914. The Manager's main business is the provision of fund management services to collective investment schemes such as the Company. The Manager also acts as a management company for UCITS collective investment schemes pursuant to the UCITS Regulations. The address of the Manager is 3rd Floor, 55 Charlemont Place, Dublin 2, Ireland. The company secretary of the Manager is Carne Global Financial Services Limited.

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

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

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

Remuneration Policy of the Manager

The Manager has remuneration policies and practices in place consistent with the requirements of the UCITS Regulations and the ESMA Guidelines. The Manager will procure that any delegate, including the Investment Manager, to whom such requirements also apply pursuant to the ESMA Guidelines will have equivalent remuneration policies and practices in place.

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

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

The Directors of the Manager are described below:

Neil Clifford (nationality: Irish – Irish resident)

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

Teddy Otto (nationality: German – Irish resident)

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

Sarah Murphy (nationality: Irish – Irish resident)

Ms. Murphy is an Executive Director and the Chief Operating Officer of the Manager. The Manager is a UCITS Management Company and Alternative Investment Fund Manager which currently manages in excess of €130bn in assets across a wide range of fund structures and asset classes. Ms. Murphy began her career at the Carne Group as a

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

Elizabeth Beazley (nationality: Irish – Irish resident)

Ms. Beazley is a Managing Director in Carne Group with over 20 years' experience in the funds' industry focusing on fund establishment, operations and corporate governance. During her time in Carne Group, Ms Beazley has held a number of roles including Global Head of Onboarding covering a variety of jurisdictions including Ireland, Luxembourg, the UK and Channel Islands amongst others. Ms Beazley acts as non-executive director on a number of fund boards including Carne Global Fund Managers (Ireland) Limited. Prior to joining Carne, she spent 4 years in a senior role with AIB/BNY Fund Management in Ireland, and before that worked for Bank of Bermuda (now HSBC). Ms. Beazley has been a member of various industry working groups and currently sits on the Irish Funds' Management Company working group as Deputy Chair in addition to being a member of the ETF Committee in EFAMA. She has a Bachelor of Commerce degree from University College Cork and has a Masters' degree in Business Studies from the Smurfit Graduate School of Business at University College Dublin. Ms Beazley is a member of the Association of Chartered Certified Accountants.

N.J. Whelan (nationality: Irish – Irish Resident)

Mr. Whelan is a Managing Director of Client Operations at Carne Group. He has over 20 years' experience in the asset management industry and has a particular focus on the governance and operations of funds and management companies. At Carne, Mr. Whelan is responsible for Client Operations including the oversight of UCITS funds, alternative investment funds and traditional funds across a variety of fund structures, including money market funds, and spanning multiple jurisdictions, principally Ireland, Luxembourg, Switzerland and the UK. As part of his role at Carne, Mr. Whelan is also responsible for the ongoing monitoring of fund delegates including conducting due diligence on delegates, the management and resolution of issues as they arise and reporting to fund boards. Mr. Whelan joined Carne from PwC where he was a senior manager in the Asset and Wealth Management Practice in Ireland specialising in fund audits and was an active member of various fund industry working groups. At PwC Ireland, Mr. Whelan was their Money Market Fund specialist and was an active member of the Irish Funds Money Market Fund Working Group. These roles included cross-industry engagement and participating and speaking at events. During the early stages of his professional career, Mr. Whelan worked for BNY Mellon in Ireland. Mr. Whelan is a qualified accountant and is a fellow of the Association of Chartered Certified Accountants (FCCA).

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

Ms. O'Connor is an independent non-executive director on Carne Group's Irish and Luxembourg management companies. She has over 20 years' experience within the asset management industry, most recently as Managing Director and CEO of Goldman Sachs Asset Management Fund Services Limited (**GSAMFSL**), GSAM's Irish domiciled UCITS management company and Alternative Investment Fund Manager based in Ireland. Ms. O'Connor was responsible for setting up GSAMFSL in Ireland. Prior to that, Ms. O'Connor was international head of regulatory reform for Goldman Sachs Asset Management (**GSAM**), responsible for identifying and implementing requirements under new regulations within the EMEA and Asia Pacific regions. Earlier in her career, Ms. O'Connor worked in a number of roles within the GSAM and the wider Goldman Sachs Group, including global project manager for the GSAM Client Relationship Team as well as five years in Goldman Sachs's Internal Audit department. Ms. O'Connor holds a bachelor's degree with honours in Zoology from Sheffield University in the UK.

Aleda Anderson (nationality: USA – Irish resident)

Ms. Anderson is an independent non-executive director with over 30 years' experience within the investment industry, most recently as Chief Executive Officer and Chief Investment Officer at Principal Global Investors (EU) Limited, a subsidiary of Principal Financial Group (NASDAQ:PFG), a global investment firm and FORTUNE 500 member. Prior to relocating to Ireland from the United States in 2018 to establish a Dublin office for Principal Global Investors, she was director of Strategy & Operations at Edge Asset Management, a specialist investment boutique located in Seattle, WA. During her 30-year career, Ms. Anderson has held various positions at Charles Schwab in San Francisco, CA. including Vice President and General Manager, Asset Management Strategic Alliances, and Vice President Distribution Services for Schwab Funds and Laudus Funds. Earlier in her career, she worked for Franklin Templeton in San Mateo, CA. Ms. Anderson studied Philosophy and Religion from San Francisco State University and holds Professional Diplomas in Strategic Management and Applied Alternative Investments, and a Professional Certificate in Complex Financial Instruments from University College Dublin

7 Investment Manager

The Manager has appointed Zürcher Kantonalbank as investment manager to the ICAV and each Sub-Fund pursuant to the Investment Management Agreement. It is also the promoter of the ICAV. The Investment Manager has its registered office in Zurich and was founded in 1870 as an independent public-law institution of the canton of Zurich. The Investment Manager covers all major areas of the banking business, including asset management.

8 Distributor

The Manager has appointed Zürcher Kantonalbank as distributor to the ICAV and each Sub-Fund, pursuant to the Distribution Agreement.

9 Depositary

The ICAV has appointed HSBC Continental Europe (Irish branch) as the depositary responsible for providing depositary services to the ICAV for the purposes of and in compliance with the UCITS Regulations pursuant to the Depositary Agreement.

The Depositary is established by HSBC Continental Europe and is a registered branch in Ireland (registration number 908966) having its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 P820 and is regulated and supervised by the Central Bank of Ireland as a depositary for Irish authorised investment funds and otherwise regulated by the Central Bank of Ireland for conduct of business rules. HSBC Continental Europe is a company incorporated under the laws of France as a société anonyme (registered number 775 670 284 RCS Paris), having its registered office at 38 Avenue Kléber, 75116 Paris, France. HSBC Continental Europe is supervised by the European Central Bank, as part of the Single Supervisory Mechanism, the French Prudential Supervisory and Resolution Authority (l'Autorité de Contrôle Prudentiel et de Résolution) as the French National Competent Authority and the French Financial Markets Authority (l'Autorité des Marchés Financiers) for the activities carried out over financial instruments or in financial markets. The Depositary is a financial service provider and has as its main business activity the provision of custodial and depositary services, and related services, to collective investment schemes and other portfolios.

The Depositary will be obliged, inter alia, to ensure that the issue and repurchase of Shares in the ICAV is carried out in accordance with the relevant legislation and the Depositary Agreement. The Depositary will carry out the instructions of the Manager unless they conflict with the UCITS Regulations or the Depositary Agreement.

The Depositary shall carry out functions in respect of the ICAV including but not limited to the following:

- (i) the Depositary shall (a) hold in custody all financial instruments capable of being registered or held in a financial instruments account opened in the Depositary's books and all financial instruments capable of being physically delivered to the Depositary; (b) ensure that all financial instruments that can be registered in a financial instruments account opened in the Depositary's books are registered in the Depositary's books within segregated accounts in accordance with the principles set out in Article 16 of Commission Directive 2006/73/EC, opened in the name of the ICAV, so that they can be clearly identified as belonging to the ICAV in accordance with the applicable law at all times;
- (ii) the Depositary shall verify the ICAV's ownership of all assets (other than those referred to in (i) above) and maintain and keep up-to-date a record of such assets it is satisfied are owned by the ICAV;
- (iii) the Depositary shall ensure the proper monitoring of the ICAV's cash flows;
- (iv) the Depositary shall be responsible for certain oversight obligations in respect of the ICAV – see "Summary of Oversight Obligations" below.

Under the terms of the Depositary Agreement, the Depositary may from time to time delegate duties and functions in relation to (i) and (ii) above, subject to certain conditions in accordance with the requirements of the UCITS Regulations. As at the date of this Prospectus, the Depositary has appointed the delegates and sub-delegates listed in Appendix 2. The liability of the Depositary will not be affected by virtue of any such delegation.

Duties and functions in relation to iii and iv above may not be delegated by the Depositary.

Summary of Oversight Obligations:

The Depositary is obliged, among other things, to:

- (i) ensure that the sale, issue, redemption and cancellation of Shares effected by or on behalf of the ICAV are carried out in accordance with the UCITS Regulations, the conditions imposed by the UCITS Regulations and the Depositary Agreement;
- (ii) ensure that the value of Shares is calculated in accordance with the UCITS Regulations and the Depositary Agreement;
- (iii) carry out the instructions of the ICAV unless they conflict with the UCITS Regulations or the Depositary Agreement;
- (iv) ensure that in each transaction involving the ICAV's assets, any consideration is remitted to it within the usual time limits;
- (v) ensure that the ICAV's income is applied in accordance with the UCITS Regulations and the Depositary Agreement;
- (vi) enquire into the conduct of the ICAV in each Accounting Period and report thereon to the Shareholders. The Depositary's report will be delivered to the ICAV in good time to enable the Directors to include a copy of the report in the annual report of the ICAV. The Depositary's report will state whether, in the Depositary's opinion the ICAV has been managed in that period:
 - (a) in accordance with the limitations imposed on the investment and borrowing powers of the ICAV and the Depositary by the Instrument of Incorporation and by the Central Bank and the UCITS Regulations; and
 - (b) otherwise in accordance with the provisions of the Instrument of Incorporation and the UCITS Regulations.

If the ICAV has not been managed in accordance with (a) or (b) above, the Depositary will state why this is the case and will outline the steps that the Depositary has taken to rectify the situation.

Further Information in relation to the Depositary

Up-to-date information in relation to the identity of the Depositary, the Depositary's duties, conflicts of interest, safekeeping functions delegated by the Depositary, list of delegates and sub-custodians and any conflicts of interest that may arise from such delegation will be made available to Shareholders on request.

The Depositary is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the ICAV and is responsible and liable only for the Depositary services that it provides to the ICAV pursuant to the Depositary Agreement. The Depositary is a service provider to the ICAV and is not responsible for the preparation of this document or the activities of the ICAV and therefore accepts no responsibility for any information contained in this Prospectus other than the relevant descriptions relating to the Depositary.

The Depositary will not participate in any investment decision-making process related to the ICAV. The ICAV reserves the right to change the Depositary's arrangements described above by agreement with the Depositary. Such agreement shall be in accordance with the requirements of the Central Bank.

10 Administrator

The Manager has appointed HSBC Securities Services (Ireland) DAC to act as administrator, registrar and transfer agent of the ICAV.

The Administrator is responsible for performing the day to day administration of the ICAV including the registrar and transfer agency function and for providing fund accounting for the ICAV, including the calculation of the Net Asset Value of the ICAV and the Net Asset Value per Share.

The Administrator was incorporated as a private limited company incorporated under the laws of Ireland on 29 November 1991 and is engaged in the business of providing administration and accounting services to collective investment schemes. The Administrator is an indirect wholly owned subsidiary of HSBC Holdings plc, a public limited company incorporated in the UK. The Administrator has its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 P820.

11 Securities Lending Agent

The ICAV, on behalf of a Sub-Fund may enter into securities lending programmes for the purposes of efficient portfolio management and subject to the conditions and limits set out in the Central Bank UCITS Regulations. The ICAV may appoint a Securities Lending Agent to act as the ICAV's securities lending agent for the purposes of managing a securities lending programme, as disclosed in the relevant Supplement.

12 Paying agents and correspondent banks

Local laws or regulations in EEA Member States may require the appointment of paying agents, representatives, distributors and/or correspondent banks (**Paying Agent(s)**) and maintenance of accounts by such agents through which subscription and redemption monies or dividends 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 the Depositary (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 account of the ICAV or the relevant Sub-Fund and (b) redemption monies payable by such intermediate entity to the relevant Shareholder.

The ICAV may, in accordance with the requirements of the Central Bank, appoint Paying Agents in one or more countries. Where a Paying Agent is appointed in a particular country it will maintain facilities whereby Shareholders who are resident in the relevant country can obtain payment of dividends and redemption proceeds, examine and receive copies of the Instrument of Incorporation and periodic reports and notices of the ICAV and make complaints if and when appropriate which shall be forwarded to the ICAV's registered office for consideration. Any fees and expenses payable to a Paying Agent or correspondent bank shall be in accordance with the section entitled **Management Charges and Expenses**.

13 Sub-funds

The ICAV is structured as an umbrella fund in that different Sub-Funds may be established from time to time by the Directors with the prior approval of the Central Bank. On the introduction of any new Sub-Fund, the Directors will issue documentation setting out the relevant details of each such Sub-Fund. A separate portfolio of assets will be maintained for each Sub-Fund. Separate records will also be maintained for each Sub-Fund with assets and liabilities allocated to the relevant Sub-Fund and each Sub-Fund will be invested in accordance with the investment objective applicable to such Sub-Fund. Particulars relating to each Sub-Fund are set out in a Supplement to the Prospectus.

Shares may be issued in relation to each Sub-Fund. Different Classes of Shares may also be issued in relation to any Sub-Fund subject to notifying and clearing in advance with the Central Bank of the creation of each Class of Shares and the different Classes of Shares available for issue in each Sub-Fund will be set out in a Supplement for the relevant Sub-Fund. The different Classes of Shares in a Sub-Fund may have different charging structures, designation of Shares in different currencies or gains/losses on and costs of different financial instruments employed for currency hedging between the Base Currency of a Sub-Fund or the underlying assets of a Sub-Fund and the designated currency of the relevant Class of Shares and the Minimum Initial Investment Amount therefore may also differ. Details of such structures and amounts for each Sub-Fund shall be set out in a Supplement for the relevant Sub-Fund. The different Classes of Shares within a Sub-Fund together represent interests in a single pool of assets of the Sub-Fund.

Within each Sub-Fund and Share Class, the ICAV may issue Accumulating Shares and Distributing Shares which shall represent interests in the same distinct portfolio of investments. The dividend per Distributing Share may be distributed or re-invested in accordance with the dividend policy for the Sub-Fund as set out in the relevant Supplement and may be in the form of additional Shares to Shareholders. No dividend declarations shall be made in respect of the Accumulating Shares.

Further Classes may be created by the Board of Directors in accordance with the requirements of the Central Bank.

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

13.1 Investment Objective and Policies

The Instrument of Incorporation provides that the investment objective and policies for each Sub-Fund will be formulated by the Directors at the time of the creation of that Sub-Fund. Details of the investment objective, strategies and policies for each Sub-Fund of the ICAV appear in the Supplement for the relevant Sub-Fund.

Passively Managed Sub-Funds

The investment objective of a Sub-Fund may be to track or replicate the performance of a particular Index (or indices) or strategy through (i) direct investment in some or all of the constituents of the relevant Index or strategy (assuming that those constituents are eligible assets); (ii) FDI that provide indirect exposure to the relevant Index or the

constituents thereof; (iii) other eligible access instruments, including Depositary Receipts; or (iv) a combination of (i) to (iii) above.

Actively Managed Sub-Funds

Alternatively, the investment objective of a Sub-Fund may be to provide a specific return not relating to an index or a strategy or to outperform an Index. Such actively-managed Sub-Funds will be managed by the Investment Manager or its delegates to seek to achieve this investment objective, for example, to seek to outperform an Index, rather than just to track it. Where a Sub-Fund is actively managed, the Investment Manager will have greater discretion in relation to the composition of the Sub-Fund's portfolio, subject to the investment objectives and policies stated in the Supplement.

In addition, the Sub-Funds may utilise efficient portfolio management techniques as further described below.

13.2 Full Index Replication

Sub-Funds which employ full index replication seek to replicate as closely as possible the constituents of the relevant Index by holding all the securities comprising the relevant Index in similar proportion to their weightings in the relevant Index. However, it may not always be possible and practicable to purchase each and every constituent of the relevant Index in accordance with the weightings of the relevant Index, or doing so may be detrimental to Shareholders (due to considerable costs or practical difficulties involved in compiling a portfolio of the constituents of the relevant Index in order to replicate the relevant Index, or where a constituent of the relevant Index becomes temporarily illiquid, unavailable or less liquid).

13.3 Optimised Index Replication

It may not be practical or cost efficient for a Sub-Fund to fully replicate its Index. In such instances, the Sub-Fund may use optimisation or representative sampling techniques. Optimisation or representative sampling techniques may include the strategic selection of some (rather than all) of the securities that make up the Index (generally whose risk, return and other characteristics resemble the risk, return and other characteristics of the Index as a whole) in proportions that differ from the proportions of the Index and/or the use of FDI to track the performance of certain securities that make up the Index. The Investment Manager may also select securities which are not underlying constituents of the Index where it believes such securities may provide similar performance (with matching risk profile) to certain securities that make up the Index. The extent to which a Sub-Fund utilises optimisation techniques will partly depend on the nature of the constituents of the relevant Index. For example, the Sub-Fund may utilise optimisation techniques and may be able to provide a return similar to that of its Index by investing in a sub-set of the constituents on its Index.

13.4 Use of FDI

A Sub-Fund may (subject to the terms of its investment policy as set out in the relevant Supplement) invest in financial derivatives in order to achieve its investment objective. Such financial derivative investments shall include, but are not limited to, options, futures, swaps, forwards, or other derivative transactions as provided for in the relevant Supplement if applicable. In all instances, the purpose of investing in such FDI shall be to assist in achieving the investment objective of the Sub-Fund and for reasons such as generating efficiencies in gaining exposure to the relevant Index or to the constituents of relevant Index, to produce a return similar to the return of the relevant Index, to reduce transaction costs or taxes or to allow exposure in the case of illiquid stocks or stocks which are unavailable for market or regulatory reasons or to minimise tracking errors or for such other reasons as the Directors deem of benefit to a Sub-Fund.

Use of these investment techniques, the implementation of which is subject to a number of constraints detailed in the section entitled **Permitted Investments** of this Prospectus, may not produce the intended results. Notwithstanding the foregoing, it should be noted that exceptional circumstances, such as, but not limited to, disruptive market conditions or extremely volatile markets, may arise which cause a Sub-Fund's tracking accuracy to diverge substantially from the relevant Index. Due to various factors, including, without limitation, the Sub-Fund's fees and expenses involved, the concentration limits detailed in the investment restrictions, other legal or regulatory restrictions, and, in certain instances, certain securities being illiquid, it may not be possible and practicable to purchase all of the constituents in proportion to their weighting in the Index or purchase certain Index constituents at all.

Investors should consult the section entitled **Risk Factors** below for a description certain risks involved in the use of such techniques.

13.5 Financial Indices

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

Changes to the composition and/or weighting of the securities constituting the Index which is tracked by a Sub-Fund will ordinarily require that Sub-Fund to make corresponding adjustments or rebalancings to its securities holdings in order to seek to track the Index. The Investment Manager will accordingly seek to rebalance the composition and/or weighting of the securities held by a Sub-Fund from time to time and to the extent practicable and possible to conform to changes in the composition and/or weighting of Index Securities constituting the Index corresponding to the Sub-Fund in a timely manner and as efficiently as possible, but subject to the Investment Manager's overall discretion in accordance with the investment policies of the Sub-Fund. Other rebalancing measures may be taken from time to time to seek to maintain the correspondence between the performance of a Sub-Fund and the performance of the Index.

During any rebalancing of the Index, the Investment Manager will need to buy and/or sell securities. This rebalancing will incur costs (such as brokerage, exchange trading costs or other fees, charges, interest, taxes or levies incurred in connection with acquiring or disposing of securities) which are borne by the Sub-Fund and are not reflected in the calculation of the Index. These costs may therefore impact the relevant Sub-Fund's tracking error.

There may be a number of circumstances where holding Index constituents may be prohibited by regulation or may not otherwise be in the interests of Shareholders. These circumstances (including a description of the manner in which they may be managed by the Investment Manager in relation to a Sub-Fund) are set out below. Such circumstances include, but are not limited to, the following:

- 13.5.1 restrictions on the proportion of each Sub-Fund's value which may be held in individual securities arising from compliance with the UCITS Regulations;
- 13.5.2 the Index constituents change from time to time. The Investment Manager may adopt a variety of strategies when trading a Sub-Fund to bring it in line with the changed index. For example, where a security which forms part of the Index is not available or a market for such security does not exist, the Sub-Fund may instead hold Depositary Receipts or other eligible access instruments relating to such securities or may hold FDI;
- 13.5.3 from time to time, securities in the Index may be subject to corporate actions. The Investment Manager has discretion to manage these events in the most efficient manner;
- 13.5.4 a Sub-Fund may hold ancillary liquid assets and may have dividends or income receivable which the Investment Manager may equitise pending distribution;
- 13.5.5 securities held by a Sub-Fund and included in the Index may, from time to time, become illiquid or otherwise unobtainable at fair value. In these circumstances, the Investment Manager may use a number of techniques, including purchasing securities whose returns, individually or collectively, are seen to be well-correlated to desired constituents of the Index or purchasing a sample of stocks in the Index;
- 13.5.6 the Investment Manager will have regard to the costs of any proposed portfolio transaction. It may not necessarily be efficient to execute transactions which bring the Sub-Fund perfectly in line with the Index at all times; and
- 13.5.7 a Sub-Fund may sell securities that are represented in the Index in anticipation of their removal from the Index, or purchase securities not represented in the Index in anticipation of their addition to the Index.

The ICAV reserves the right to substitute another index for the Index specified for a Sub-Fund where:

- (a) the weightings of constituent securities of the Index would cause the Sub-Fund to be in breach of the UCITS Regulations or become subject to adverse treatment under any relevant taxation rules or regulations;
- (b) the Index or index series ceases to exist;
- (c) a new index becomes available which supersedes the Index;
- (d) a new index becomes available which is regarded as the market standard for investors in the particular market and/or would be regarded as greater benefit to the Shareholders than the Index;
- (e) it becomes difficult to invest in securities comprised within the Index;
- (f) the Index Provider increases its charges to a level which the Directors of the ICAV consider too high;
- (g) the quality (including accuracy and availability of data) of the Index has, in the opinion of the Directors, deteriorated;
- (h) a liquid futures market relating to the Transferable Securities included in the Index ceases to be available; or
- (i) where an index becomes available which more accurately represents the likely tax treatment of the investing Sub-Fund in relation to the component securities in that index.

The general discretion referred to above is not exhaustive and Directors reserve the right to change a Sub-Fund's Index in any other circumstances as they consider appropriate. In any such instance, the substitute index would measure substantially the same market segment as the original Index, the relevant Supplement will be updated, the Directors will change the name of a Sub-Fund (if appropriate) and Shareholders will be advised of the changed index. Any change to an Index, or to the name of a Sub-Fund will be approved in advance by the Central Bank. Where any of the above changes cause a change to the investment objective or a material change to the investment policy of a Sub-Fund, approval of the Sub-Fund's Shareholders will be sought in advance of the change.

13.6 Changes to Investment Objectives, Investment Policies and/or Financial Indices

Any change in the investment objective or material change to the investment policy of a Sub-Fund may only be made with approval on the basis of a majority of votes cast at a general meeting of the Shareholders of the Sub-Fund or by way of a written resolution of all the Shareholders in the Sub-Fund. Subject and without prejudice to the first sentence of this paragraph, in the event of a change of investment objective and/or policies of a Sub-Fund, approved by way of a majority of votes at a general meeting, a reasonable notification period must be given to each Shareholder of the Sub-Fund to enable a Shareholder to have its Shares redeemed prior to the implementation of such change.

The Investment Manager has been given full discretion in the investment and reinvestment of the assets of each Sub-Fund, provided that it complies with the Sub-Fund's investment objective, policies and restrictions in exercising that discretion. Each Sub-Fund's asset allocation shall be determined solely by the Investment Manager. Accordingly, the exposure of each Sub-Fund to individual issuers, instruments or markets shall be determined from time to time solely by the Investment Manager in accordance with the requirements of the Central Bank.

13.7 Investment Restrictions

The investment restrictions for each Sub-Fund will be formulated by the Directors, at the time of the creation of the Sub-Fund. The Instrument of Incorporation provides that investments may only be made as permitted by the Instrument of Incorporation and the UCITS Regulations. In any event, each Sub-Fund will comply with the Central Bank UCITS Regulations.

The following general investment restrictions apply to each Sub-Fund except where restrictions are expressly or implicitly disapplied in accordance with the requirements of the Central Bank. In that case, the Supplement for the relevant Sub-Fund will set out the extent to which such investment restrictions do not apply and specify if any additional restrictions apply.

13.8 Permitted Investments

Investments of a Sub-Fund must be confined to:

- 13.8.1 transferable securities and money market instruments as prescribed in the UCITS Regulations 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 and is listed in Appendix 1;
- 13.8.2 recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year;

- 13.8.3 money market instruments, as defined in the UCITS Regulations, other than those dealt in on a Regulated Market;
- 13.8.4 shares or units of UCITS;
- 13.8.5 shares or units of AIFs as set out in the UCITS Regulations;
- 13.8.6 deposits with credit institutions as prescribed in the UCITS Regulations; and
- 13.8.7 financial derivative instruments as prescribed in the UCITS Regulations.

13.9 Investment Limits

- 13.9.1 A Sub-Fund may invest no more than 10% of its Net Asset Value in transferable securities and money market instruments other than those referred to in paragraph 13.8 above.
- 13.9.2 Subject to the second paragraph of this section 13.9.2, a Sub-Fund shall not invest any more than 10% of assets of the ICAV in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations (as amended) apply.
- 13.9.3 The first paragraph of this section 13.9.2 does not apply to an investment by a Sub-Fund in US Securities known as "Rule 144 A securities" provided that;
- the relevant securities have been issued with an undertaking to register the securities with the Securities and Exchange Commission within one year of issue; and
 - the securities are not illiquid securities (i.e., they may be realised by the ICAV within 7 days at the price, or approximately at the price, which they are valued by the ICAV).
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- 13.9.4 A Sub-Fund may invest no more than 10% of its Net Asset Value in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
- 13.9.5 Subject to the prior approval of the Central Bank, the limit of 10% (as described in paragraph 13.9.3 above) 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 Sub-Fund invests more than 5% of its Net Asset Value in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the Sub-Fund.
- 13.9.6 The limit of 10% (as described in paragraph 13.9.3 above) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a Non-Member State or public international body of which one or more Member States are members.
- 13.9.7 The transferable securities and money market instruments referred to in paragraphs 13.9.4 and 13.9.5 above shall not be taken into account for the purpose of applying the limit of 40% referred to in paragraph 13.9.3.
- 13.9.8 A Sub-Fund shall not invest more than 20% of its assets in deposits made with the same body.

13.9.9 The risk exposure of a Sub-Fund to a counterparty to an OTC derivative may not exceed 5% of its Net Asset Value.

This limit is raised to 10% in the case of credit institutions authorised in the EEA, credit institutions authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

13.9.10 Notwithstanding paragraphs 13.9.3, 13.9.7 and 13.9.8 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:

- investments in transferable securities or money market instruments;
- deposits; and/or
- counterparty risk exposures arising from OTC derivatives transactions.

13.9.11 The limits referred to in paragraphs 13.9.3, 13.9.4, 13.9.5, 13.9.7, 13.9.8 and 13.9.9 above may not be combined, so that exposure to a single body shall not exceed 35% of a Sub-Fund's Net Asset Value.

13.9.12 Group companies are regarded as a single issuer for the purposes of paragraphs 13.9.3, 13.9.4, 13.9.5, 13.9.7, 13.9.8 and 13.9.9. However, a limit of 20% of net asset may be applied to investment in transferable securities and money market instruments within the same group.

13.9.13 A Sub-Fund may invest up to 100% of its Net Asset Value in different transferable securities and money market instruments issued or guaranteed by any Member State, local authorities of a Member State, non-Member States or public international body of which one or more Member States are members or OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, European Union, European Investment Bank, European Central Bank, Euratom, Eurofima, African Development Bank, Council of Europe, The Asian Development Bank, Inter-American Development Bank, European Bank for Reconstruction and Development, International Bank for Reconstruction and Development (the World Bank), International Finance Corporation, International Monetary Fund, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Tennessee Valley Authority (TVA) and the Student Loan Marketing Association (Sallie Mae) and Straight-A Funding LLC.

Each Sub-Fund must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.

13.10 Investment in Other Collective Investment Schemes

13.10.1 A Sub-Fund may not invest more than 20% of net assets in any one collective investment scheme.

13.10.2 Investment by a Sub-Fund in AIFs collective investment schemes may not, in aggregate, exceed 30% of the Sub-Fund's net assets.

13.10.3 A Sub-Fund may invest in other collective investment schemes if such collective investment schemes are prohibited from investing more than 10% of net assets in other open ended collective investment schemes.

13.10.4 When a Sub-Fund invests in the units of other collective investment schemes that are managed, directly or by delegation, by the Sub-Fund's investment manager or by any other collective investment scheme with which the investment manager is linked by common management or control, or by a substantial direct or indirect holding, neither the investment manager nor that other collective investment scheme may charge subscription, conversion or redemption fees on account of that Sub-Fund's investment in the units of such other collective investment scheme.

13.10.5 Where a commission (including a rebated commission) is received by a Sub-Fund's investment manager or the Manager by virtue of an investment in the units of another collective investment scheme, this commission must be paid into the property of the Sub-Fund.

13.11 Index Tracking UCITS

13.11.1 A Sub-Fund may invest up to 20% of its Net Asset Value in shares and/or debt securities issued by the same body where the investment policy of the Sub-Fund is to replicate an index which satisfies the criteria set out in the UCITS Regulations and is recognised by the Central Bank.

13.11.2 The limit referred to above may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.

13.12 General Provisions

13.12.1 The ICAV on behalf of its Sub-Funds may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.

13.12.2 A Sub-Fund may acquire no more than:

- (a) 10% of the non-voting shares of any single issuing body;
- (b) 10% of the debt securities of any single issuing body;
- (c) 25% of the shares or units of any single CIS;
- (d) 10% of the money market instruments of any single issuing body.

NOTE: The limits laid down in sub-paragraphs (b), (c) and (d) 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.

13.12.3 Paragraphs 13.12.1 and 13.12.2 above shall not be applicable to:

- (a) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
- (b) transferable securities and money market instruments issued or guaranteed by a non-Member State;
- (c) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;

- (d) shares held by each Sub-Fund in the capital of an entity incorporated in a non-Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that non-Member State, where under the legislation of that non-Member State such a holding represents the only way in which each Sub-Fund can invest in the securities of issuing bodies of that non-Member State. This waiver is applicable only if in its investment policies the entity from the non-Member State complies with the limits laid down in 13.9.3 to 13.9.11, 13.10.1, 13.10.2, 13.12.1, 13.12.2, 13.12.4, 13.12.5 and 13.12.6 and provided that where these limits are exceeded, 13.12.5 and 13.12.6 are observed;
- (e) shares held by the Sub-Fund 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 redemption of shares at Shareholders' request exclusively on their behalf.

13.12.4A Sub-Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities and money market instruments which form part of their assets.

13.12.5The Central Bank may allow recently authorised Sub-Funds to derogate from the provisions of paragraphs 13.9.3 to 13.9.2, 13.10.1, 13.10.2, 13.11.1 and 13.11.2 above for six months following the date of their authorisation, provided they observe the principle of risk spreading.

13.12.6If the limits laid down herein are exceeded for reasons beyond the control of a Sub-Fund, or as a result of the exercise of subscription rights, the Sub-Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its Shareholders.

13.12.7The ICAV may not carry out uncovered sales of transferable securities; money market instruments (any short selling of money market instruments by the ICAV is prohibited); shares or units of CIS; or financial derivative instruments.

13.12.8A Sub-Fund may hold ancillary liquid assets.

13.13 Financial Derivative Instruments (FDI)

13.13.1A Sub-Fund may invest in FDIs dealt in over the counter (OTC) provided that the counterparties to over-the-counter transactions (CTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank and subject to the conditions and limits laid down by the Central Bank in accordance with the terms of the UCITS Regulations.

13.13.2Position 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 UCITS Regulations. (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 UCITS Regulations).

13.13.3Each Sub-Fund's global exposure (as prescribed in the UCITS Regulations and as calculated on the basis of the commitment approach) relating to FDI must not exceed its total net asset value.

13.13.4Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

13.14 Classification as an Equity Fund or as a Mixed Fund for German Tax Purposes

Certain Sub-Funds of the ICAV, as specified in the Supplement for the relevant Sub-Fund, will qualify as an "Equity Fund" or, respectively, as a "Mixed Fund", such term as defined in the German Investment Tax Act 2018 (as amended) (the **GITA 2018**).

For this purpose, the respective Sub-Fund will be managed in such a way to ensure that the respective sub-fund continuously qualifies as an "Equity Fund" or, respectively, as a "Mixed Fund", as specified in the Supplement for the relevant sub-fund, with the terms "Equity Fund" and "Mixed Fund" being defined in the GITA 2018. Accordingly, the respective Sub-Fund, which shall be managed as an "Equity Fund", invests directly more than 50% of its gross assets on a continuous basis into "Qualifying Equities", as defined in the section of this Prospectus entitled **Additional Information for German Tax Purposes** below. If the respective Sub-Fund shall be managed as a "Mixed Fund", then this Sub-Fund invests directly more than 25% of its gross assets on a continuous basis into "Qualifying Equities", as defined in the section of this Prospectus entitled **Additional Information for German Tax Purposes** below. For further details, please see the section of this Prospectus entitled **Additional Information for German Tax Purposes**.

14 Use of FDI and efficient portfolio management

Subject to the UCITS Regulations and to the conditions and the limits laid down by the Central Bank, the Investment Manager, on behalf of a Sub-Fund may invest in FDIs dealt on a Regulated Market and/or over the counter (**OTC**) derivatives which will be used for investment, hedging and/or efficient portfolio management purposes. The FDIs in which a Sub-Fund may invest shall be set out in the Supplement for the relevant Sub-Fund.

There may be instances where the weighting of a constituent security of the relevant Index if replicated by a Sub-Fund could cause the Sub-Fund to breach the investment restrictions. For example, the weighting of a constituent security of an Index could exceed the prescribed limit in respect of a single issuer. In order to seek to maintain the same economic exposure to the composition and weighting of the securities in the relevant Index without breaching the investment restrictions, where specified in the relevant Supplement, a Sub-Fund may employ forwards transacted over-the-counter and other FDIs derivative contracts subject to the conditions and limits laid down by the Central Bank. This would enable the Sub-Fund to gain an economic exposure to an equity security, a combination of equity securities or an Index, whilst the Sub-Fund's primary credit risk would be to the derivative counterparty or to the issuer of the note. The notes in which a Sub-Fund invests for this purpose will be Transferable Securities traded on Regulated Market.

The ICAV must employ, through its service providers, a risk-management process which enables it to accurately monitor, measure and manage at any time the risks attached to a Sub-Fund's FDI positions and their contribution to the overall risk profile of the portfolio of assets of a Sub-Fund. It must employ a process for accurate and independent assessment of the value of OTC FDI. The ICAV must provide the Central Bank with details of its FDI activity and risk assessment methodology and, in accordance with particular requirements of the Central Bank shall specify, for that purpose, the permitted types of FDI, the underlying risks, the quantitative limits and how these will be monitored and enforced and the methods which are chosen in order to estimate the risks associated with transactions in any FDI applicable to a Sub-Fund. The ICAV will ensure that a Sub-Fund's global exposure to FDIs does not exceed the total net asset value of its portfolio and that counterparty risk exposure to any OTC derivative transactions never exceeds the limits permitted under the UCITS Regulations.

The ICAV will, on request, provide supplementary information to Shareholders relating to the risk management methods employed, including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments in respect of the relevant Sub-Fund.

The Sub-Funds may employ techniques and instruments relating to transferable securities and money market instruments subject to the UCITS Regulations and to conditions imposed by the Central Bank. Techniques and

instruments which relate to transferable securities and money market instruments and which are used for the purposes of efficient portfolio management shall be understood as a reference to techniques and instruments which fulfil the following criteria:

- (a) they are economically appropriate in that they are realised in a cost effective way;
- (b) they are entered into for one or more of the following specific aims;
 - (i) reduction of risk;
 - (ii) reduction of cost;
 - (iii) generation of additional capital or income for the relevant Sub-Fund with a level of risk, which is consistent with the risk profile of the Sub-Fund and the risk diversification rules set out in the Central Bank UCITS Regulations.
- (c) their risks are adequately captured by the risk management process of the ICAV; and
- (d) they cannot result in a change to the Sub-Funds' declared investment objective or add substantial supplementary risk in comparison to the general risk policy as described in its sales documents.

FDI used for efficient portfolio management purposes, must also comply with the provisions of the Central Bank UCITS Regulations.

The following is a description of the types of FDI which may be used by a Sub-Fund:

Currency Swaps

A currency swap is an agreement between parties to exchange sequences of cash flows over a period in the future. The cash flows that the counterparties make are tied to the value of foreign currencies.

Futures

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. Futures contracts allow investors to hedge against market risk or gain exposure to the underlying market. Since these contracts are marked-to-market daily, investors can, by closing out their position, exit from their obligation to buy or sell the underlying assets prior to the contract's delivery date. Frequently using futures to achieve a particular strategy instead of using the underlying or related security or index, or index sector or basket of debt securities results in lower transaction costs being incurred. For example, the Sub-Fund may enter into interest rate or bond futures in order to seek to reduce the interest rate exposure of fixed rate bonds. Futures may also be used to equitise cash balances, both pending investment of a cash flow and with respect to fixed cash targets.

Options

There are two forms of options, put and call options. Put options are contracts sold for a premium that gives one party (the buyer) the right, but not the obligation, to sell to the other party (the seller) to the contract, a specific quantity of a particular product or financial instrument at a specified price. Call options are similar contracts sold for a premium that gives the buyer the right, but not the obligation, to buy from the seller of the option at a specified price. Options may also be cash settled. The Sub-Fund may be a seller or buyer of put and call options (including index equity options). The Sub-Fund may purchase or sell these instruments either individually or in combinations. This would allow the Sub-Fund to benefit from any upside in the performance, while limiting its overall exposure to the original premium paid by the

Sub-Fund. Currency options may be used to express positional views on the direction of currency movements and volatility. Bond options may be used to express similar positional views as would be the case as buying or selling the underlying bond or alternatively to express the Investment Manager's view on the bond's volatility. The Sub-Fund may also enter into options on interest rate or bond futures to reflect its view that interest rate risk may change in a particular way or alternatively, to reflect its view on interest rate volatility. The Investment Manager may also buy put options on equity indices or equity exchange traded funds for hedging purposes.

Forward Foreign Exchange Contracts

A Sub-Fund may also enter into forward foreign exchange contracts. A forward contract locks-in the price at which an index or asset may be purchased or sold on a future date. In currency forward contracts, the contract holders are obligated to buy or sell the currency at a specified price, at a specified quantity and on a specified future date.

Forward foreign exchange contracts may be used to hedge, at the discretion of the Investment Manager, any currency exposure back to the Base Currency. They may also be used to change the currency compositions all or part of a Sub-Fund without necessarily hedging back to the Base Currency.

14.1 Securities Financing Transaction Regulations

Subject to the investment policies and restrictions for a Sub-Fund set out in the Supplement in respect of a Sub-Fund, a Sub-Fund may enter into one or more repurchase or reverse repurchase transactions (repo transactions) or stocklending transactions (Securities Financing Transactions) in respect of any Sub-Fund for efficient portfolio management purposes and this fact will be set out in the relevant Supplement, where applicable. The use of such transactions or agreements is subject to the conditions and limits set out in the Central Bank UCITS Regulations.

The use of Securities Financing Transactions may only be effected in accordance with normal market practice and all assets received under such transactions will be considered collateral and will comply with the criteria set out in the section entitled **Collateral Policy**. In accordance with normal market practice, borrowers will be required to provide collateral to the ICAV of a value of at least equal to the market value of any securities loaned in accordance with the ICAV's collateral policy as set out above.

The types of assets of a Sub-Fund that may be subject to a Securities Financing Transaction will be determined by the ICAV in accordance with the investment policy of a Sub-Fund and may include, but shall not be limited to, debt and debt related securities, including asset backed securities, and liquid and near cash assets, such as short-term fixed income securities, instruments and obligations, bills, commercial paper and notes, equity and equity related securities, derivatives and other permitted investments of a Sub-Fund specified in the Supplement for a Sub-Fund. Such assets shall be held by the Depositary.

There is no limit on the amount of assets of a Sub-Fund which may be used for Securities Financing Transactions or repo transactions but the transactions must satisfy three broadly-based requirements. Firstly, they may not include speculative transactions. Securities Financing Transactions must be economically appropriate in that they are realised in a cost effective way. Secondly, the purpose of Securities Financing Transactions for any Sub-Fund must be to achieve either reduction of risk, reduction of cost or the generation of additional capital or income for the Sub-Fund with a risk level which is consistent with the risk profile of the Sub-Fund and the risk diversification rules in the Central Bank UCITS Regulations in respect of a Sub-Fund.

The relevant purpose must relate to the assets of a Sub-Fund; property (whether precisely identified or not) which is to be or proposed to be acquired for a Sub-Fund; and anticipated cash receipts in respect of the Sub-Fund, if due to be received at some time and likely to be received within one month.

Each Securities Financing Transaction must be covered globally, that is, a Sub-Fund's exposure must not exceed its Net Asset Value, taking into account the value of the underlying assets, future market movements, counterparty risk and the time available to liquidate any position. The global exposure must be calculated on at least a daily basis.

Briefly, Securities Financing Transactions are those where one party (**Party A**) delivers securities to the other (**Party B**) in return for which it is agreed that securities of the same kind and amount should be redelivered to Party A at a later date. Party B provides Party A with collateral to cover against the risk of the future redelivery not being completed.

If Securities Financing Transactions are entered into, counterparty risk exposures will be aggregated across (i) Securities Financing Transactions (as appropriate) and (ii) the derivative transactions used for efficient portfolio management (referred to above).

Any Securities Financing Transactions will only be entered into with institutions of appropriate financial standing which engage in these types of arrangements and which are acceptable to the Depositary and the Investment Manager by the ICAV's lending agent and will be on arm's length commercial terms.

Factors that may be taken into account when considering financial standing include whether the counterparty is subject to prudential regulation and supervision. Other criteria that could be used when selecting counterparties include legal status, country of origin and any credit rating. The counterparties will be investment grade financial institutions or banks located in the EEA, the United States or other OECD countries.

Any potential conflict of interests relating to Securities Financing Transactions shall be dealt with in accordance with the section below headed **Portfolio Transactions and Conflicts of Interest**. For Securities Financing Transactions made with connected persons of the Depositary or the Investment Manager, it must be made on arm's length commercial terms and the Depositary's written consent is required.

Direct and indirect operational costs and fees incurred in performing these transactions may be deducted from any associated revenue delivered to a Sub-Fund. The Manager shall ensure that all such revenue, net of direct and indirect operational costs, will be returned to the relevant Sub-Fund. Such costs and fees shall be charged at normal commercial rates and shall not include hidden revenue. The entities to which such costs and fees are paid will be disclosed in the annual report and audited accounts and semi-annual report of the ICAV (including whether such entities are related to the ICAV or Depositary).

Securities Financing Transactions may in some cases result in reduced performance but may nonetheless be entered into where the ICAV believes it to be in the best interests of a Sub-Fund, for example in order to manage risk.

The assets and collateral subject to Securities Financing Transactions shall be held by the Depositary.

The collateral policy set out further below shall apply to any collateral received in respect of Securities Financing Transactions.

If the ICAV chooses to engage in Securities Financing Transactions, this will be detailed in the relevant Supplement.

Unless otherwise specified in the Supplement for a Sub-Fund, the proportion of assets under management subject to Securities Financing Transactions is expected to vary between 0% and 100% of the Net Asset Value of the relevant Sub-Fund and will be subject to a maximum of 100% of the Net Asset Value of the relevant Sub-Fund. Such variations may be dependent on, but are not limited to, factors such as total Sub-Fund size, borrower demand to borrow stocks from the underlying market and seasonal trends in the underlying markets. In order to reduce its exposure to any counterparty through Securities Financing Transactions, a Sub-Fund will adopt collateral arrangements as described under the **Collateral Policy** section in the Prospectus.

14.2 Borrowing, Leverage, Lending Powers and Restrictions

The ICAV may borrow up to 10% of a Sub-Fund's Net Asset Value at any time and the Depositary may charge the assets of such Sub-Fund as security for any such borrowing, provided that such borrowing is only for temporary purposes. Credit balances (e.g., cash) may not be offset against borrowings when determining the percentage of borrowings outstanding. Assets of a Sub-Fund may not be passed outside the Depositary's custody network to secure borrowings. The ICAV may acquire foreign currency by means of a back to back loan agreement(s). Foreign currency obtained in this manner is not classed as borrowings for the purposes of the borrowing restrictions set out above provided that the offsetting deposit equals or exceeds the value of the foreign currency loan outstanding. Where the offsetting deposit is not denominated in the Base Currency of the relevant Sub-Fund, changes in the exchange rate between the Base Currency and the currency of the offsetting deposit may lead to a depreciation of the value of the offsetting deposit as expressed in the Base Currency.

Without prejudice to the powers of the ICAV to invest in transferable securities, money market instruments and other financial instruments referred to in section 13.8 under the heading Permitted Investments above, the ICAV may not lend to, or act as guarantor on behalf of, third parties.

A Sub-Fund may acquire transferable securities, money market instruments and other financial instruments referred to in section 13.8 above which are not fully paid. The ICAV may not carry out uncovered sales of transferable securities, money market instruments and other financial instruments.

Any particular borrowing restrictions for a Sub-Fund will appear in the Supplement for the relevant Sub-Fund.

14.3 Changes to Investment and Borrowing Restrictions

It is intended that the ICAV shall have the power (subject to the prior approval of the Central Bank and, where necessary, approval on the basis of a majority of votes cast at a general meeting of the Shareholders of the relevant Sub-Fund or by way of a written resolution of all the Shareholders in the relevant Sub-Fund) to avail itself of any change in the investment and borrowing restrictions specified in the UCITS Regulations which would permit investment by the ICAV in securities or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations.

14.4 Collateral Policy

Types of Collateral

14.4.1 Non-Cash Collateral

Non-cash collateral must, at all times, meet with the following requirements:

- (a) **Liquidity:** Non-cash collateral should be highly liquid and traded on a Regulated Market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the UCITS Regulations;
- (b) **Valuation:** Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place;
- (c) **Issuer credit quality:** Collateral received should be of high quality. The ICAV shall ensure that:

- (d) where the issuer was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the ICAV in the credit assessment process; and
- (e) where an issuer is downgraded below the two highest short-term credit ratings by the credit rating agency referred to in (a) this shall result in a new credit assessment being conducted of the issuer by the ICAV without delay;
- (f) **Correlation:** Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty;
- (g) **Diversification (asset concentration):** Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Net Asset Value of the relevant Sub-Fund. When a Sub-Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. 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. Such a Sub-Fund should receive securities from at least 6 different issues, but securities from any single issue should not account for more than 30 per cent of the Sub-Fund's net asset value. Please see paragraph 13.9.12 in the section entitled **Investment Limits** in the Prospectus for a list of individual issuers;
- (h) **Immediately available:** Collateral received should be capable of being fully enforced by the ICAV at any time without reference to or approval from the relevant counterparty; and

Non-cash collateral received cannot be sold, pledged or reinvested by the Sub-Fund. Where a Sub-Fund receives collateral on a title transfer basis, that collateral shall be held by the Depositary.

14.4.2 Cash Collateral

Reinvestment of cash collateral must be in accordance with the following requirements:

- (a) cash received as collateral may only be invested in the following:
 - (b) deposits with a credit institution authorised in the European Economic Area (EEA) (EU Member States, Norway, Iceland, Liechtenstein), a credit institution authorised within a signatory state, other than an EU Member State or a Member State of EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States, UK) or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand (the Relevant Institutions);
 - (c) high quality government bonds;
 - (d) reverse repurchase agreements provided the transactions are with Relevant Institutions subject to prudential supervision and the ICAV is able to recall at any time the full amount of cash on an accrued basis;
 - (e) short-term money market funds as defined in Article 2(14) of the Money Market Funds Regulation;
 - (f) invested cash collateral must be diversified in accordance with the requirements in the section entitled Non-Cash Collateral above;
 - (g) invested cash collateral may not be placed on deposit with the counterparty or a related entity.

14.5 Level of Collateral Required

Unless otherwise specified in a Supplement for a Sub-Fund, the levels of collateral required are as follows:

Repurchase agreements	at least 100% of the exposure to the counterparty
Reverse repurchase agreements	at least 100% of the exposure to the counterparty
Lending of portfolio securities	at least 100% of the exposure to the counterparty
OTC derivatives	Such collateral to ensure, in any event, that counterparty exposure is managed within the limits set out in Investment Restrictions above

14.6 Haircut Policy

In advance of entering into OTC derivative transactions and repurchase and reverse repurchase agreements, the Investment Manager, will determine what haircut is acceptable for each class of asset received as collateral and will be set out in the agreement with the relevant counterparty or otherwise documented at the time of entering into such agreement. Such haircut will take into account the characteristics of the asset such as the credit standing or price volatility of the assets received as collateral as well as the outcome of any stress test performance in accordance with the Central Bank's requirements. In the event that a Sub-Fund may enter into a securities lending transaction, the Investment Manager does not apply a haircut to the non-cash assets received as collateral but instead, in accordance with market practice, operates a policy of over-collateralisation whereby collateral is marked to market on an on-going basis. Counterparties may be required to post additional collateral from time to time.

14.7 Share Class Hedging

Where a Sub-Fund seeks to hedge against currency fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the Sub-Fund. The ICAV in respect of the relevant Sub-Fund, shall ensure that under-hedged positions do not fall short of 95% of the proportion of the Net Asset Value of a class which is to be hedged and keep any under-hedged positions under review to ensure it is not carried forward from month to month. Over-hedged positions will not exceed 105% of the Net Asset Value of the Hedged Share Class and hedged positions will be kept under review to ensure that positions materially in excess of 100% of the Net Asset Value will not be carried forward from month to month. To the extent that hedging is successful for a particular Hedged Share Class the performance of the Hedged Share Class is likely to move in line with the performance of the underlying assets with the result that Shareholders in that Hedged Share Class will not gain if the Hedged Share Class currency falls against the Base Currency and/or the currency in which the assets of the particular Sub-Fund are denominated. Any costs related to such hedging shall be borne separately by the relevant Hedged Share Classes. All gains/losses which may be made by any Hedged Share Classes of a Sub-Fund as a result of such hedging transactions shall accrue to the relevant Hedged Share Class. Hedging transactions shall be clearly attributable to the relevant Hedged Share Classes.

In the case of an Unhedged Currency Share Class a currency conversion will take place on subscriptions, redemptions, switches and distributions at prevailing exchange rates. The value of the Shares expressed in the Share Class currency will be subject to exchange rate risk in relation to the Base Currency.

14.8 Dividend Policy

The Directors decide the dividend policy and arrangements relating to each Sub-Fund and details are set out where applicable in the relevant Supplement.

Under the Instrument of Incorporation, the Directors are entitled to declare dividends out of net income (i.e., income less expenses) and/or realised gains net of realised and unrealised losses and/or realised and unrealised gains net of realised and unrealised losses and/or net income and realised gains net of realised and unrealised losses and/or net income and realised and unrealised gains net of realised and unrealised losses and/or capital as specified in the relevant Supplement.

In the event that the net distributable income attributable to the relevant Share Class during the relevant period is insufficient to pay dividends as declared, the Directors may in their discretion determine such dividends be paid from capital. Investors should note that where dividends are paid out of capital, this represents and amounts to a return or withdrawal of part of the amount originally invested (excluding par value) or capital gains attributable to that and may result in an immediate decrease in the value of the Shares of the relevant Class and will reduce any capital appreciation for the Shareholders of such Class. Dividends paid in circumstances where fees and expenses are charged to capital should be understood as a type of capital reimbursement.

The ICAV will be obliged and entitled to deduct an amount in respect of Irish taxation from any dividend payable to a Shareholder in any Sub-Fund who is or is deemed to be a Taxable Irish Person and pay such sum to the Irish Revenue Commissioners.

Dividends not claimed within 6 years from their due date will lapse and revert to the relevant Sub-Fund.

Dividends payable in cash to Shareholders will be paid by electronic transfer to the bank account in the name of the Shareholder at its cost and risk.

The Directors may maintain an equalisation account with a view to ensuring that the level of dividends payable by a Sub-Fund is not affected by the issue and redemption of Distributing Shares during the relevant accounting period. The Issue Price of such Distributing Shares may in such circumstances be deemed to include an equalisation payment calculated by reference to that accrued income of the relevant Sub-Fund and the first distribution in respect of any Distributing Share may include a payment of capital usually equal to the amount of such equalisation payment. The redemption price of each Distributing Share will also include an equalisation payment in respect of the accrued income of the ICAV up to the date of redemption. The Directors may adjust the manner in which equalisation is applied from time to time.

The dividend policy for each Sub-Fund is set out in the Supplement for the relevant Sub-Fund. Any change in the dividend policy for a Sub-Fund will be notified to all Shareholders in that Sub-Fund in advance and full details of such a change will be provided in an updated Supplement for that Sub-Fund.

14.9 ETF Classes and Non-ETF Classes

The ICAV may establish Sub-Funds which comprise both listed Classes (being ETF Classes) and unlisted Classes (being Non-ETF Classes) in accordance with the requirements of the Central Bank. ETF Classes will be identified as such by the denominator "ETF". Classes without the "ETF" denominator are Non-ETF Classes. **Applicants for Shares in such Sub-Funds should note that investors in a Non-ETF Class can subscribe and redeem their Shares directly from the ICAV whereas investors who have purchased Shares in an ETF Class on the secondary market should be aware that such shares cannot usually be sold directly back to the ICAV. Investors in ETF Classes must buy and sell Shares on a secondary market with the assistance of an intermediary (e.g. a broker-dealer) and may incur fees for doing so. In addition, investors in ETF Classes may pay more than the current Net Asset Value when buying Shares and may receive less than the current Net Asset Value when selling them. Investors in an ETF Class can purchase or sell Shares on a stock exchange through an intermediary multiple times during the day whereas investors in a Non-ETF Class may only purchase and sell Shares directly with the ICAV prior to the Dealing Deadline for that Dealing Day.**

15 Risk factors

An investment in a Sub-Fund is a speculative investment and investors may lose all or a portion of their investment. There is no assurance that the Sub-Funds will be profitable or achieve their investment objectives. Some adverse events may be more likely than others and the consequences of some adverse events may be greater than others. No attempt has been made to rank risks in the order of their likelihood or potential harm. Prior to making an investment in a Sub-Fund, prospective investors should carefully consider all the information set forth in this section, in addition to the matters set out in any Supplement and in this Prospectus generally, prior to investing in the Shares, and should evaluate the risk factors outlined below which, individually or in the aggregate, could have a material adverse effect on the Sub-Funds. As a result of these risk factors, as well as other risks inherent in any investment, there can be no assurance that the Sub-Funds will meet their investment objectives or will otherwise be able to carry out their investment programs successfully or return any or all of the capital contributions made by investors to the Sub-Funds.

15.1 General Risk

The Sub-Funds, investment exposure is in a portfolio of assets constructed in accordance with, and described in, the respective investment policies. The value of investments and the income from them, and therefore the value of and income from Shares relating to each Sub-Fund, will be closely linked to the performance of such investments. The value of investments can go down as well as up therefore, involves a degree of risk. There is no guarantee that the investment objective of a Sub-Fund investments will be achieved. Each Shareholder may not get back the amount they invest and may receive a return from their investment which is insufficient at the time to meet their own investment objectives. Results may vary substantially over time and all of each Shareholder's investment is at risk.

Shareholders in each Sub-Fund will share economically the investment performance and associated investment risks in relation to that Sub-Fund on a pooled basis during the period of time that they are recorded as having Shares.

15.2 Liquidity of Investments

Investors often describe the speed and ease with which an asset can be sold and converted into cash as its liquidity. Most of the investments owned by a Sub-Fund can usually be sold promptly at a fair price and therefore can be described as relatively liquid. But a Sub-Fund may also hold investments that are illiquid, which means they can't be sold quickly or easily. Some investments are illiquid because of legal restrictions, the nature of the investment itself, settlement terms, or for other reasons. Sometimes, there may simply be a shortage of buyers. A Sub-Fund that has trouble selling an investment can lose value or incur extra costs. In addition, illiquid investments may be more difficult to value accurately and may experience larger price changes. This can cause greater fluctuations in a Sub-Fund's value.

15.3 Late or Non-Payment of Subscriptions

Any loss incurred by the ICAV or a Sub-Fund due to late or non-payment of subscription proceeds in respect of subscription applications received shall be borne by the relevant investor.

15.4 Effect of Preliminary Charge and Redemption Charge

Where a Preliminary Charge or a Redemption Charge is imposed, a Shareholder who realises his Shares after a short period may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested. Therefore, the Shares should be viewed as a medium to long term investment.

15.5 Suspension of Dealings

Shareholders are reminded that in certain circumstances their right to redeem Shares, including a redemption by way of switching, may be suspended (see the section on **Suspension of Calculation of Net Asset Value**).

15.6 Risk relating to Dividends paid out of Capital

To the extent that the net distributable income generated by the Sub-Fund is insufficient to pay a distribution which is declared, the Directors may at their discretion determine such dividends may be paid from the capital of the Sub-Fund. This would require the Investment Manager to sell assets of the Sub-Fund to make such distributions as opposed to paying out net distributable income received by the Sub-Fund.

15.7 Mandatory Redemption Risk

The ICAV may compulsorily redeem all of the Shares of any Sub-Fund if the Net Asset Value of the relevant Sub-Fund is less than the Minimum Sub-Fund Size (if any) specified in the Supplement for the relevant Sub-Fund or otherwise notified to Shareholders.

The Instrument of Incorporation of the ICAV gives powers to the Directors to impose restrictions on the holding of Shares directly or indirectly by (and consequently to redeem Shares held by), or the transfer of Shares to any person or entity who, in the opinion of the Directors is or will hold Shares for the benefit of a US Person (unless the Directors determine (i) the transaction is permitted under an exemption from registration available under the securities laws of the United States and (ii) that the relevant Sub-Fund and ICAV continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an individual under the age of 18 (or such other age as the Directors may think fit), a person or persons or an entity who breached or falsified representations on subscription documents (including as to its status under ERISA) and/or who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person or persons or entity is not qualified to hold Shares, or if the holding of the Shares by any person or entity is unlawful or is less than the Minimum Shareholding set for that Class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such person or entity, and whether taken alone or in conjunction with any other persons or entities, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Sub-Fund of the ICAV incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage (including endeavouring to ensure that the relevant Sub-Fund's assets are not considered "plan assets" for the purpose of ERISA and the related code or any breach of AML Legislation) or being in breach of any law or regulation which the ICAV on behalf of the relevant Sub-Fund might not otherwise have incurred, suffered or breached or might result in the ICAV being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply.

15.8 Withholding Tax

Any income and gains arising from the assets of the Sub-Funds may be subject to withholding tax which may not be reclaimable in the countries where such income and gains arise. If this position changes in the future and the application of a lower rate results in a repayment to a Sub-Fund, the Net Asset Value will not be re-stated and the benefit will be allocated to the existing Shareholders rateably at the time of repayment. Investors are further referred to the section in this Prospectus entitled **Taxation**.

15.9 OECD BEPS

In 2013 the OECD published its report on Addressing Base Erosion and Profit Shifting (“BEPS”) and its Action Plan on BEPS. The aim of the report and Action Plan was to address and reduce aggressive international tax planning. BEPS remains an ongoing project. On 5 October 2015, the OECD published its final reports, on the first phase of the project, analysis and sets of recommendations (deliverables) with a view to implementing internationally agreed and binding rules which could result in material changes to relevant tax legislation of participating OECD countries. The final package of deliverables was subsequently approved by the G20 Finance Ministers on 8 October 2015. On 24 November 2016, more than 100 jurisdictions concluded negotiations on a multilateral instrument aimed at amending their respective tax treaties (more than 2,000 tax treaties worldwide) in order to implement the tax treaty-related BEPS recommendations. The multilateral instrument was signed on 7 June 2017 and entered into force on 1 July 2018. The multilateral instrument enters into effect for a specific tax treaty at certain times after both parties to that treaty have ratified the multilateral instrument. The ratification documents required to implement the multilateral instrument in Ireland were deposited with the OECD on 29 June 2019 and came into effect in Ireland from 1 May 2019. The ability of the ICAV to rely on many of Ireland's double tax treaties with other jurisdictions may now be subject to a principal purpose test (**PPT**). The PPT denies treaty benefits where it is reasonable to conclude, having regard to all of the relevant facts and circumstances for this purpose, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it was established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty.

15.10 United States Tax Risk

With effect from 1 July 2014 the ICAV is obliged to report certain information in respect of US investors in the ICAV and the Sub-Funds to the Irish Revenue Commissioners who will then share that information with the US tax authorities.

The Foreign Account Tax Compliance provisions of the US Hiring Incentives to Restore Employment Act of 2010 (**FATCA**), impose a 30% US withholding tax on certain 'withholdable payments' made on or after 1 July 2014 unless the payee enters into and complies with an agreement with the US Internal Revenue Service (**IRS**) to collect and provide to the IRS substantial information regarding direct and indirect owners and account holders.

On 21 December 2012 Ireland signed an Intergovernmental Agreement (**IGA**) with the United States to Improve International Tax Compliance and to Implement FATCA. Under this agreement Ireland agreed to implement legislation to collect certain information in connection with FATCA and the Irish and US tax authorities have agreed to automatically exchange this information. The IGA provides for the annual automatic exchange of information in relation to accounts and investments held by certain US persons in a broad category of Irish financial institutions and vice versa.

Under the IGA and associated Financial Accounts Reporting (United States of America) Regulations 2014 (which came into operation on 1 July 2014), Financial Accounts Reporting (United States of America) (Amendment) Regulations 2015 (which came into operation on 2 November 2015) and Financial Accounts Reporting (United States of America) (Amendment) Regulations 2018 (which came into operation on 1 January 2018) (the **Irish Regulations**) implementing the information disclosure obligations, Irish financial institutions such as the ICAV are required to report certain information with respect to US account holders to the Irish Revenue Commissioners. The Irish Revenue Commissioners will automatically provide that information annually to the IRS. The ICAV (and/or the Administrator or Investment Manager on behalf of the ICAV) must obtain the necessary information from investors required to satisfy the reporting requirements whether under the IGA, the Irish Regulations or any other applicable legislation published in connection with FATCA and such information is being sought as part of the application process for Shares in the ICAV. It should be

noted that the Irish Regulations require the collection of information and filing of returns with the Irish Revenue Commissioners regardless as to whether the ICAV holds any US assets or has any US investors.

While the IGA and Irish Regulations should serve to reduce the burden of compliance with FATCA, and accordingly the risk of a FATCA withholding on payments to the ICAV in respect of its assets, no assurance can be given in this regard. As such Shareholders should obtain independent tax advice in relation to the potential impact of FATCA before investing.

15.11 Currency Risk

Prospective investors whose assets and liabilities are predominantly in currencies, other than the Base Currency of a Sub-Fund, should take into account the potential risk of loss arising from fluctuations in value between the currency of investment and such other currencies.

15.12 Portfolio Currency Risk

A Sub-Fund's investments and, where applicable, the investments of any collective investment scheme in which a Sub-Fund invests, may be acquired in a wide range of currencies other than the Base Currency of the Sub-Fund. Changes in the exchange rate between the Base Currency of the Sub-Fund and the currency of the asset may lead to a depreciation of the value of the Sub-Fund's assets as expressed in the Base Currency. It may not be possible or practical to hedge against such exchange rate risk. The Investment Manager may, but is not obliged to, mitigate this risk by using financial instruments.

A Sub-Fund may from time to time utilise techniques and instruments to seek to protect (hedge) currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of a Sub-Fund's securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline.

A Sub-Fund may enter into currency exchange and other transactions and/or use techniques and instruments to seek to protect against fluctuation in the relative value of its portfolio positions as a result of changes in currency exchange rates or interest rates between the trade and settlement dates of specific securities transactions or anticipated securities transactions. Although these transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency or interest rate, they also limit any potential gain that might be realised should the value of the hedged currency or interest rate increase. The precise matching of the relevant contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the relevant contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of any Sub-Fund cannot be assured. It may not be possible to hedge against generally anticipated exchange or interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations. Sub-Fund performance may be strongly influenced by movements in currency exchange rates because currency positions held by the Sub-Fund may not always correspond with the securities positions held.

15.13 Share Class Currency Risk

A Currency Share Class will be denominated in a currency other than the Base Currency of the Sub-Fund. Changes in the exchange rate between the Base Currency and such denominated currency of a Currency Share Class may lead to a depreciation of the value of such Shares as expressed in the denominated currency. Fluctuations in the exchange rate

between the currency(ies) of a Sub-Fund's underlying assets and the currency of a Share Class may lead to currency risk for the holders of Shares in the relevant Class. The Investment Manager may try but is not obliged to mitigate this risk by using financial instruments such as those described under the heading Portfolio Currency Risk, for Hedged Share Classes. Investors should be aware that this strategy may substantially limit Shareholders of the relevant Hedged Share Class from benefiting if the denominated currency falls against the Base Currency and/or the currency/currencies in which the assets of the Sub-Fund are denominated. In such circumstances Shareholders of the relevant Hedged Share Class of the Sub-Fund may be exposed to fluctuations in the Net Asset Value per Share reflecting the gains/losses on and the costs of the relevant financial instruments. Financial instruments used to implement such strategies shall not 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 Share Class of the Sub-Fund.

15.14 FDI Risk

Where disclosed in the relevant Supplement, a Sub-Fund may invest in FDI in accordance with the requirements of the Central Bank. The FDI that may be used or invested in are futures, forwards, options, swaps, credit default swaps, inflation swaps (which may be used to manage inflation risk), swaptions, contracts for difference, interest rate swaps, warrants, currency swaps and forward foreign exchange contracts. These derivative positions may be executed either on exchange or over the counter. Such FDI tend to have a greater volatility than the securities to which they relate and they bear a corresponding greater degree of risk. The primary risks associated with the use of such derivatives are (i) failure to predict accurately the direction of the market movements and (ii) market risks, for example, lack of liquidity or lack of correlation between the change in the value of the underlying asset and that of the value of a Sub-Fund's derivatives. These techniques may not always be possible or effective in enhancing returns or mitigating risk. A Sub-Fund's investment in over the counter derivatives is subject to the risk of counterparty default. In addition, a Sub-Fund may have to transact with counterparties on standard terms which it may not be able to negotiate and may bear the risk of loss because a counterparty does not have the legal capacity to enter into a transaction, or if the transaction becomes unenforceable due to relevant legislation and regulation. To the extent that an ICAV invests in FDI, a Sub-Fund may take a credit risk with regard to parties with whom it trades and may also bear the risk of settlement default.

15.15 ETF Class and Non-ETF Class Risk

Where a Sub-Fund is established with ETF and Non-ETF Classes, investors in the different Classes could be subject to different arrangements and risks as detailed in the relevant Supplement, notwithstanding that the Sub-Fund will follow a single investment strategy. The ETF Classes will generally be subject to risk similar to ETFs, whereas the Non-ETF Class will generally be subject to risk similar to unlisted investment funds. Investors should be aware of the following when investing in a relevant Sub-Fund:

- (a) the Net Asset Value (**NAV**) per share of each of the ETF Class and Non-ETF Class may be different due to different fees and costs applicable to each class. Please see the relevant Supplement for further details;
- (b) only Authorised Participants may subscribe for or redeem Creation Units in an ETF Class;
- (c) the shares of the ETF Class are traded on a Regulated Market on an intraday basis at the prevailing market price (which may diverge from the NAV of the ETF Class), while shares of the Non-ETF Class are dealt over-the-counter on each Dealing Day at a price based on the NAV at the close of business on a Dealing Day and with no access to intraday liquidity on a stock exchange. Investors of shares in the ETF Class could sell their Shares intraday and realise a profit or a loss, however investors of the unlisted class may only redeem their Shares at the end of the Dealing Day. Please see the relevant Supplement for further details of the applicable dealing arrangements;

- (d) trading in the ETF Class may be at an advantage or disadvantage compared to trading in the Non-ETF Class. Investors in the ETF Classes may pay more than the current Net Asset Value when buying Shares and may receive less than the current Net Asset Value when selling them; and
- (e) in a distressed market scenario, investors have the ability to redeem the shares of the Non-ETF Class at NAV. Where the Manager determines in its sole discretion that the value of the Shares quoted on the secondary market significantly differs or varies from the current Net Asset Value per Share, investors who hold their Shares through the secondary market will be permitted, subject to compliance with relevant laws and regulations, to redeem their shareholding directly from the ICAV. In such circumstances, the procedure detailed under the heading **Secondary Market** in this Prospectus will be implemented.

15.16 Absence of prior active market

While the Shares of the Sub-Funds are expected to be listed on one or more stock exchanges, there can be no assurance that active trading markets for the Shares will develop or be maintained. Secondary markets may be subject to irregular trading activity, wide bid/ask spreads and extended trade settlement periods in times of market stress because market makers and Authorised Participants may step away from making a market in the Shares and in executing creation and redemption orders, which could cause a material deviation in a Sub-Fund's market price from its Net Asset Value. In addition, there can be no guarantee that once Shares are listed on any stock exchange that they will remain listed.

15.17 Secondary Market Trading Risk

Even though the Shares are to be listed on one or more stock exchanges, there can be no certainty that there will be liquidity in the Shares on any stock exchange or that the market price at which the Shares may be traded on a stock exchange will be the same as or approximately equal to the Net Asset Value per Share. As the Shares may be dealt in by means of subscription and redemption, the Directors consider that large discounts or premiums in the Net Asset Value of a Sub-Fund would not be sustainable. There can be no guarantee that once the Shares are listed on a stock exchange they will remain listed or that the conditions of listing will not change.

Trading in Shares on a stock exchange may be halted or suspended due to market conditions or for the reason that, in the stock exchange's view, trading in the Shares is inadvisable, or otherwise pursuant to the stock exchange's rules. If trading on a stock exchange is halted, investors in Shares may not be able to sell their Shares until trading resumes however such investors should be able to apply to the ICAV to redeem Shares in accordance with the provisions set out below.

15.18 Fluctuation of Net Asset Value and Trading Prices on the Secondary Market

The Net Asset Value per Share will fluctuate with changes in the market value of the securities which the relevant Sub-Fund holds, and with changes in the exchange rate between the currency(ies) in which the securities which the relevant Sub-Fund holds are denominated and the Base Currency(ies). Investors are reminded that, even though the Net Asset Value per Share may be converted and reported in a currency denomination other than the Base Currency, there is no assurance that such converted amount can actually be achieved. Depending on an investor's currency of reference, currency fluctuations may adversely affect the value of an investment in one or more of the Sub-Funds.

The secondary market price of the Shares is likely to fluctuate with changes in the Net Asset Value per Share, with changes in the exchange rate between the currency(ies) in which the securities held by the relevant Sub-Fund are denominated and the currency in which the Shares are traded and with supply and demand factors on the stock

exchange on which the Shares are traded. The ICAV cannot predict whether the Shares will trade below, at, or above their Net Asset Value per Share when converted to the currency in which the Shares are traded. Price differences may be due in large part to the fact that supply and demand forces in the secondary market for Sub-Fund's Shares will be closely related, but not identical, to the same forces influencing the prices of the Index securities of that Sub-Fund's Index trading individually or in the aggregate at any point in time.

The Net Asset Value per Share and the secondary market price of Shares are expected to track each other through arbitrage. An Authorised Participant or other professional investor in calculating the price at which it would be willing on the secondary market to sell the Shares of the Sub-Fund (known as the offer price), or to buy such Shares (known as the bid price), will take account of the notional price at which it could purchase (when selling Shares), or sell (when buying Shares), the requisite amounts of Index securities of the Index in respect of one or more Creation Unit(s) including associated transaction costs and taxes (if applicable). Where the notional price of purchasing the Index securities corresponding to a subscription for a Creation Unit is less, or the notional price of selling Index securities corresponding to a redemption of a Creation Unit is more, than the secondary market price of Shares in a Creation Unit, as the case may be, then an Authorised Participant may choose to arbitrage the Sub-Fund by subscribing for or redeeming Creation Units. The Directors believe such arbitrage will help to ensure that the deviation of the trading bid and offer price per Share from the Net Asset Value per Share (after currency conversion) is generally minimised. Authorised Participants and other investors are reminded that if the calculation of the Net Asset Value of a Sub-Fund is suspended, then their right to redeem Shares in that Sub-Fund would ordinarily also be suspended. In the event that the ICAV has to suspend the subscription and/or redemption of Shares of a Sub-Fund, or if a stock exchange on which a Sub-Fund's underlying investments are traded is closed, it is expected that larger discounts or premiums could arise. While a Sub-Fund may seek to track an Index, there can be no guarantee of this.

15.19 Tracking of Index

A Sub-Fund is not expected to track its respective Index at all times with perfect accuracy. There is no guarantee that the Sub-Fund will achieve perfect tracking and the Sub-Fund may potentially be subject to tracking error risk, which is the risk that their returns may not track exactly those of their respective Index, from time to time. This tracking error may result from an inability to hold the exact constituents of the Index, for example where there are local market trading restrictions, small illiquid components and/or where the UCITS Regulations limit exposure to the constituents of the Index. Each Sub-Fund is, however, expected to provide investment results that, before expenses, generally correspond to the price and yield performance of its respective Index.

The following factors may adversely affect the tracking by a Sub-Fund of its respective Index:

- (a) the Sub-Fund must pay various expenses, while the Index does not reflect any expenses;
- (b) a Sub-Fund must comply with regulatory constraints, such as the investment and borrowing restrictions, that do not affect the calculation of its respective Index;
- (c) the existence of uninvested assets in the Sub-Fund (including cash and deferred expenses);
- (d) the timing difference between when the Index reflects the event of dividends and when a Sub-Fund reflects the event of dividends;
- (e) the temporary unavailability of certain Index Securities;
- (f) to the extent that a Sub-Fund is not invested identically in respect of the composition and/or weighting of the Index Securities of its respective Index, and securities in which it is underweighted or overweighted in relation to its respective Index perform differently from its respective Index as a whole; and

- (g) Errors in the relevant Index's data, the relevant Index's computations and/or the construction of the relevant Index in accordance with its methodology may occur from time to time and may not be identified and corrected by the relevant Index Provider for a period of time or at all.

Although the Investment Manager will regularly monitor the level of correspondence of the performance of a Sub-Fund with the performance of the relevant Index (i.e. the **tracking accuracy**), there can be no assurance that any Sub-Fund will achieve any particular level of tracking accuracy. The annual and semi-annual reports of the ICAV will disclose the level of tracking accuracy for each Sub-Fund over the relevant periods.

In seeking to track an Index, the Investment Manager will not normally reduce or increase a Sub-Fund's holdings in or exposure to any Index Security when to do so would reduce the tracking accuracy. Therefore, if an Index Security is decreasing in value, the Sub-Fund will generally continue to hold such security (or any other securities which give exposure or equivalent price performance to such an Index Security's price performance), until the weight of the Index Security is reduced in the Index, or the Index Security is removed from the Index, by the Index Provider.

A Sub-Fund may value certain of its investments and/or underlying currencies based on fair value prices. In addition, any issues a Sub-Fund encounters with regard to currency convertibility and repatriation may also increase index tracking risk. Changes to the composition of the relevant Index for each Sub-Fund in connection with a rebalancing or reconstitution of the relevant Index may cause a Sub-Fund to experience increased volatility, during which time a Sub-Fund's index tracking risk may be heightened. Further details of any risk factors which are applicable to a particular Sub-Fund are set out in the relevant Supplement. The risk factors set out in this Prospectus do not purport to be an exhaustive or complete explanation of all the risks. Investors should seek professional advice before investing.

15.20 Index rebalancing and costs

An Index Provider may periodically publish new constituents, reflecting changes in the securities that are included or excluded in the relevant Index. When the constituents of the Index change, the Sub-Fund tracking or replicating that Index will typically, to the extent that it is possible and practicable and to do so, seek to realign its exposure to more closely reflect that of the Index. To realign the exposures in the Sub-Fund, securities must be bought and sold. This rebalancing will incur costs that are not reflected in the theoretical calculation of the Index's return and may impact on the Sub-Fund's ability to provide returns consistent with those of the Index. Such costs can be direct or indirect and include, but are not limited to: transaction charges, stamp duty or other taxes on the investments. Accordingly, the cost of rebalancing may impact on the Sub-Fund's ability to provide returns consistent with those of the Index.

15.21 Non-correlation risk

The performance of the Sub-Funds is measured against a specified Index. However, as with all index funds, the performance of a Sub-Fund and its Index may be different from each other for a variety of reasons. For example, each Sub-Fund incurs operating costs not incurred by its Index. In addition, a Sub-Fund may not be fully invested in the securities of its Index at all times or may hold securities not included in its Index and may be subject to pricing differences, differences in the timing of dividend accruals, operational inefficiencies and/or the need to comply with investment and borrowing restrictions. A Sub-Fund may be subject to foreign ownership limitations and, as a result, may not be able to invest in certain securities to the same extent as its Index. The use of sampling techniques may affect a Sub-Fund's ability to achieve close correlation with its Index. A Sub-Fund using a representative sampling strategy generally can be expected to have a greater non-correlation risk and this risk may be heightened during times of increased market volatility or other unusual market conditions.

15.22 Optimising Strategy

It may not be practical or cost efficient for the Sub-Fund to replicate its Index. Where it is not part of a Sub-Fund's investment policy to replicate its Index, such Sub-Fund may use optimisation techniques to track the performance of its Index. Optimising Sub-Funds may potentially be subject to tracking error risk, which is the risk that their returns may not track exactly those of its Index.

15.23 Underperformance Risk

There is no guarantee that the investment objective of any Sub-Fund will be achieved. In particular, for a passively managed Sub-Fund, no financial instrument enables the returns of any Index to be reproduced or tracked exactly or for an actively managed Sub-Fund, guarantees that an outperformance target will be reached. Changes in the investments of a Sub-Fund and re-weightings of an Index may give rise to various transaction costs (including in relation to the settlement of foreign currency transactions), operating expenses or inefficiencies which may adversely impact the Sub-Fund's target of outperformance of the Index. Furthermore, the total return on an investment in Shares will be reduced by certain costs and expenses which are not taken into account in the calculation of an Index.

15.24 Delivery Failure

In some securities markets, deliveries of securities and other Sub-Fund Assets and payments therefore may not be or are not customarily made simultaneously.

Further due to the nature of the investment policy and structuring of transactions involving the Sub-Fund Assets the deliveries of securities and payments may not be made simultaneously.

The Depositary or a sub-custodian may make or accept payment for or delivery of Sub-Fund Assets in such form and manner as shall not be contrary to the customs prevailing in the relevant market or among securities dealers or in accordance with the terms of the Depositary Agreement.

The ICAV shall bear the risk that: (i) the recipient of Sub-Fund Assets delivered by the Depositary or any sub-custodian may fail to make payment, for or return such Sub-Fund Assets or hold such Sub-Fund Assets or the proceeds of their sale in trust for the Depositary or the ICAV; and (ii) the recipient of payment for Sub-Fund Assets made by the Depositary or any sub-custodian including without limitation amounts paid as premium or margin on derivatives contracts may fail to deliver the Sub-Fund Assets (such failure to include, without limitation, delivery of forged or stolen Sub-Fund Assets) or to return such payment, or hold such payment in trust for the Depositary or the ICAV in each case whether such failure is total or partial or merely a failure to perform on a timely basis.

15.25 Authorised Participant Concentration Risk

A Sub-Fund may have a limited number of financial institutions that act as Authorised Participants none of which are obligated to engage in creation and/or redemption transactions. To the extent that those Authorised Participants exit the business, or are unable to or choose not to process creation and/or redemption orders, and no other Authorised Participant is able to step forward to create and redeem, there may be a significantly diminished trading market for Shares or Shares may trade like closed-end funds at a discount (or premium) to Net Asset Value and possibly face trading halts and/or de-listing. The Authorised Participant concentration risk may be heightened in scenarios where Authorised Participants have limited or diminished access to the capital required to post collateral.

15.26 Interest Rate Risk

Changes in interest rates can influence the value and returns of some of the Sub-Funds' investments. Declining interest rates may affect the return on available reinvestment opportunities. In the event of a general rise in interest rates, the value of certain investments that may be contained in the Sub-Fund's investment portfolio may fall, reducing the Net Asset Value of a Sub-Fund. Fluctuation in rates may affect interest rate spreads in a manner adverse to a Sub-Fund. Interest rates are highly sensitive to factors beyond a Sub-Fund's control, including, among others, government monetary and tax policies, and domestic and international economic and political conditions.

15.27 Reliance on the Investment Manager

The Shareholders will have no right to participate in the management of a Sub-Fund or in the control of its business. Accordingly, no person should purchase any Shares unless it is willing to entrust all aspects of management of the Sub-Fund to the ICAV and the Manager and, in accordance with the terms of the relevant Investment Management Agreement, all aspects of selection and management of the relevant Sub-Fund's investments to the relevant Investment Manager. The Sub-Fund's performance depends on, amongst other things, the expertise and skill of the relevant Investment Manager in implementing the investment policy and strategy of a Sub-Fund.

Where a Sub-Fund's investment policy and strategy involve an active investment management style, the Investment Manager's opinion about the intrinsic worth of a company or security may be incorrect, the Sub-Fund's investment objective may not be achieved and the market may continue to undervalue the securities held by the Sub-Fund. Investors will not have an opportunity to evaluate for themselves the relevant economic, financial and other information. Factors which are relevant to the Investment Manager's investments are strategy and process. Accordingly, investors will be dependent upon the judgment and ability of the Investment Manager in investing and managing the capital of that Sub-Fund. No assurance can be given that a Sub-Fund will be successful in achieving the objectives of that Sub-Fund will be achieved.

The ICAV, the Manager and the relevant Investment Manager will not have control over the activities of any company or collective investment scheme invested in by a Sub-Fund. Investment Managers of collective investment schemes may take undesirable tax positions, employ excessive leverage or otherwise manage the collective investment schemes or allow them to be managed in a way that was not anticipated by the Investment Manager.

15.28 Segregated Liability Risk

While there are provisions which provide for segregated liability between Sub-Funds, these provisions have yet to be tested in foreign courts, in particular, in satisfying local creditors' claims. Accordingly, it is not free from doubt that the assets of any Sub-Fund of the ICAV may not be exposed to the liabilities of other Sub-Funds of the ICAV. At the date of this Prospectus, the Directors are not aware of any existing or contingent liability of any Sub-Fund of the ICAV that is likely to be the subject of a claim against another Sub-Fund.

15.29 Umbrella Cash Account

Subscription monies received in respect of a Sub-Fund in advance of the issue of Shares will be held in the umbrella cash account (Umbrella Cash Account) in the name of the ICAV and will be treated as a general asset of the relevant Sub-Fund. Investors or Authorised Participants will be unsecured creditors of the relevant Sub-Fund with respect to the amount subscribed and held by the ICAV until Shares are issued on the relevant Dealing Day. As such, investors or Authorised Participants will not benefit from any appreciation in the Net Asset Value of the relevant Sub-Fund or any other Shareholder rights (including dividend entitlement) until such time as Shares are issued on the relevant Dealing

Day. In the event of an insolvency of the Sub-Fund or the ICAV, there is no guarantee that the Sub-Fund or ICAV will have sufficient funds to pay unsecured creditors in full.

Payment of redemption proceeds and dividends in respect of a particular Sub-Fund is subject to receipt by the Administrator of original subscription documents and compliance with all anti-money laundering procedures. Notwithstanding this, redeeming Shareholders will cease to be Shareholders, with regard to the redeemed Shares, and will be unsecured creditors of the particular Sub-Fund, from the relevant Dealing Day. Pending redemptions and distributions, including blocked redemptions or distributions, will, pending payment to the relevant Shareholder, be held in the Umbrella Cash Account in the name of the ICAV. Redeeming Shareholders and Shareholders entitled to such distributions will be unsecured creditors of the relevant Sub-Fund, and will not benefit from any appreciation in the Net Asset Value of the Sub-Fund or any other Shareholder rights (including further dividend entitlement), with respect to the redemption or distribution amount held in the Umbrella Cash Account. In the event of an insolvency of the relevant Sub-Fund or the ICAV, there is no guarantee that the Sub-Fund or the ICAV will have sufficient funds to pay unsecured creditors in full. Redeeming Shareholders and Shareholders entitled to distributions should ensure that any outstanding documentation and information is provided to the Administrator promptly. Failure to do so is at such Shareholder's own risk. In addition, the Sub-Fund may cancel shares or seek recovery, including any relevant credit charges, from investors who fail to pay subscription proceeds by the relevant Settlement Date.

In the event of the insolvency of a Sub-Fund, recovery of any amounts held in the Umbrella Cash Account to which another Sub-Fund is entitled, but which may have transferred to the insolvent Sub-Fund as a result of the operation of the Umbrella Cash Account, will be subject to the principles of Irish insolvency law and the terms of the operational procedures for the Umbrella Cash Account. There may be delays in effecting and / or disputes as to the recovery of such amounts, and the insolvent Sub-Fund may have insufficient funds to repay amounts due to other Sub-Funds.

15.30 Cyber Security risk

With the increased use of technologies such as the internet to conduct business, the ICAV, Authorised Participants, service providers (including the Investment Manager, Administrator and Depositary) and the relevant listing exchange are susceptible to operational, information security and related "cyber" risks both directly and through their service providers. Similar types of cyber security risks are also present for issuers of securities in which a Sub-Fund invests, which could result in material adverse consequences for such issuers, and may cause a Sub-Fund's investment in such portfolio companies to lose value. Unlike many other types of risks faced by a Sub-Fund, these risks typically are not covered by insurance. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber attacks include, but are not limited to, gaining unauthorised access to digital systems (e.g. through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e. efforts to make network services unavailable to intended users). Cyber security failures by or breaches of the systems of a Sub-Fund's adviser, distributor and other service providers (including, but not limited to the Investment Manager, Administrator, Depositary, index providers, Registrar, transfer agent and fund accountants), market makers, Authorised Participants or the issuers of securities in which a Sub-Fund invests, have the ability to cause disruptions and impact business operations, potentially resulting in: financial losses, interference with a Sub-Fund's ability to calculate its Net Asset Value, disclosure of confidential trading information, impediments to trading, submission of erroneous trades or erroneous creation or redemption orders, the inability of a Sub-Fund or its service providers to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs. In addition, cyber attacks may render records of a Sub-Fund's assets and transactions, shareholder ownership of a Sub-Fund's shares, and other data integral to the functioning of a Sub-Fund inaccessible or inaccurate or incomplete. Substantial costs may be incurred by a Sub-Fund in order to resolve or prevent cyber incidents in the future. The ICAV cannot control the cyber security plans and systems put in place by service providers to the Sub-Funds, issuers in which

a Sub-Fund invests, market makers or Authorised Participants. The Sub-Funds and Shareholders could be negatively impacted as a result.

15.31 Concentration Risk

There are no limits on each Investment Manager's investment discretion, subject to the Investment Restrictions applicable to each Sub-Fund. While the Investment Manager will regularly monitor the concentration of each Sub-Fund's exposure to related risk, at any given time a Sub-Fund's assets may become highly concentrated within a particular region, country, company, industry, asset category, trading style or financial or economic market. In that event, the Sub-Fund's portfolio will be more susceptible to fluctuations in value resulting from adverse economic conditions affecting the performance of that particular company, industry, asset category, trading style or economic market, than a less concentrated portfolio would be. As a result, that Sub-Fund's investment portfolio could become concentrated and its aggregate return may be volatile and may be affected substantially by the performance of only one or a few holdings and, consequently, could have an adverse impact on a Sub-Fund's financial conditions and its ability to pay distributions. The Investment Manager is not obligated to hedge its positions and expects that a Sub-Fund will always be either net long or net short the market.

15.32 Risks associated with Investment in other Collective Investment Schemes

A Sub-Fund may invest in one or more collective investment schemes. As a shareholder of another collective investment scheme, a Sub-Fund would bear, along with other shareholders, its pro rata portion of the expenses of the other collective investment scheme, including management and/or other fees (excluding subscription or redemption charges). These fees would be in addition to the fees payable to the Investment Manager and other expenses which a Sub-Fund bears directly in connection with its own operations. For details of the maximum level of management fees that may be charged by a Sub-Fund by virtue of its investment in other collective investment schemes please refer to the Supplement for the relevant Sub-Fund.

Some of the collective investment schemes that a Sub-Fund may invest in may in turn invest in FDIs which will result in this Sub-Fund being indirectly exposed to the risks associated with such FDI.

The Sub-Funds will not have an active role in the day-to-day management of the collective investment schemes in which they invest. Moreover, Sub-Funds will generally not have the opportunity to evaluate the specific investments made by any underlying collective investment schemes before they are made. Accordingly, the returns of a Sub-Fund will primarily depend on the performance of these unrelated underlying fund managers and could be substantially adversely affected by the unfavourable performance of such underlying fund managers.

The investment policy of certain Sub-Funds may permit a Sub-Fund to invest up to 100% in collective investment schemes, including exchange traded funds. Such collective investment schemes may deal with a different frequency and on different days than the Sub-Fund. This characteristic of the Sub-Fund is likely to result from time to time in the Sub-Fund achieving less exposure to such collective investment schemes than would otherwise have been the case.

Furthermore, some of the underlying collective investment schemes may be valued by fund administrators affiliated to underlying fund managers, or by the underlying fund managers themselves, resulting in valuations which are not verified by an independent third party on a regular or timely basis. Accordingly there is a risk that the valuations of the Sub-Fund may not reflect the true value of such underlying collective investment scheme holdings at a specific Valuation Point, which could result in significant losses for the Sub-Fund.

A Sub-Fund may be subject to risks associated with any underlying collective investment schemes which may use 'side pockets' (used to separate investments which may be difficult to sell from more liquid investments). The use of side

pockets by such underlying collective investment schemes may restrict the ability of a Sub-Fund or the Shareholders to fully redeem out of the underlying collective investment scheme until such investments have been removed from the side pocket. Accordingly, the Sub-Fund may be exposed to the performance of the underlying collective investment scheme's investment for an indefinite period of time until such investment is liquidated.

15.33 Derivatives Risk

A FDI, also simply known as "a derivative", is a contract between two parties. The value of the contract is based on or derived from an underlying asset, such as a stock, a market, a currency or a basket of securities and is not a direct investment in the underlying asset itself. As a Sub-Fund may be invested in securities which differ from the constituents of the Index, derivative techniques may be used to achieve the investment objective of such Sub-Fund. While the prudent use of derivatives can be beneficial, derivatives also involve risks different from, and in certain cases greater than, the risks presented by more traditional investments.

Derivatives involve special risks and costs to the extent that a Sub-Fund uses derivatives it would be exposed to risks including the following.

15.34 Counterparty Risk

The Sub-Funds would be exposed to a credit risk on the counterparties with which they traded in relation to non-exchange traded contracts such as swaps, repurchase transactions and forward foreign exchange contracts. Non-exchange traded contracts are not afforded the same protections as may apply to participants trading such contracts on organised exchanges, such as the performance guarantee of an exchange clearing house. Non-exchange traded contracts are agreements specifically tailored to the needs of an individual investor which enable the user to structure precisely the date, market level and amount of a given position. The counterparty for these agreements will be the specific company or firm involved in the transaction rather than a recognised exchange and accordingly the insolvency, bankruptcy or default of a counterparty with which a Sub-Fund trades such contracts could result in substantial losses to a Sub-Fund. If settlement never occurs the loss incurred by the Sub-Fund would be the difference between the price of the original contract and the price of the replacement contract or, in the case where the contract is not replaced, the absolute value of the contract at the time it is voided. Furthermore, in some markets 'Delivery versus Payment' may not be possible in which case the absolute value of the contract is at risk if the Sub-Fund meets its settlement obligations but the counterparty fails before meeting its obligations under the relevant contract. Furthermore, if the creditworthiness of a derivative counterparty declines, the risk that the counterparty may not perform could increase, potentially resulting in a loss to the portfolio. Regardless of the measures a Sub-Fund may implement to reduce counterparty credit risk there can be no assurance that a counterparty will not default or that a Sub-Fund will not sustain losses on the transactions as a result.

15.35 OTC Markets Risk

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

15.36 Correlation Risk

Forward contracts and currency options seek to hedge against fluctuations in the relative values of a fund's portfolio positions as a result of changes in currency exchange rates and market interest rates. Hedging against a decline in the value of portfolio positions does not eliminate fluctuations in the values of portfolio positions nor does it prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus moderating the decline in the positions' value. Such hedge transactions also limit the opportunity for gain if the value of the portfolio positions should increase. Moreover, it may not be possible to hedge against any exchange rate or interest rate fluctuation which is so generally anticipated that it is not possible to enter into a hedging transaction at a price sufficient to afford protection from the decline in value of the portfolio position anticipated as a result of such a fluctuation.

15.37 Legal Risk

There is a possibility that the agreements governing derivative techniques may be terminated due, for instance, to supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. There is also a risk if such agreements are not legally enforceable or if the derivative transactions are not documented correctly.

15.38 Repurchase Agreements

The value of the security purchased may be more or less than the price at which the counterparty has agreed to purchase the security. If the other party to a repurchase agreement should default, the Sub-Fund might suffer a delay or loss to the extent that the proceeds from the sale of the underlying securities and other collateral held by the Sub-Fund in connection with the repurchase agreement are less than the repurchase price. In addition, in the event of bankruptcy or similar proceedings of the other party to the repurchase agreement or its failure to repurchase the securities as agreed, the Sub-Fund could suffer losses, including loss of interest on or principal of the security and costs associated with delay and enforcement of the repurchase agreement.

15.39 Reverse Repurchase Agreements

Reverse repurchase transactions involve risks in that (a) in the event of the failure of the counterparty with which cash of a Sub-Fund has been placed there is the risk that collateral received may realise less than the cash placed out, whether because of inaccurate pricing of the collateral, 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; and that (b) (i) locking cash in transactions of excessive size or duration, (ii) delays in recovering cash placed out, or (iii) difficulty in realising collateral may restrict the ability of the Sub-Fund to meet redemption requests, security purchases or, more generally, reinvestment.

15.40 Securities Lending / Stock Lending Risk

Securities lending, as applicable for a Sub-Fund, involves lending for a fee portfolio securities held by a Sub-Fund for a set period of time to willing, qualified borrowers who have posted collateral. In lending its securities, a Sub-Fund is subject to the risk that the borrower may not fulfil its obligations or go bankrupt leaving the Sub-Fund holding collateral worth less than the securities it has lent, resulting in a loss to the Sub-Fund.

As with any extensions of credit, there are risks of delay, recovery or even loss. Should the borrower of securities fail to return the security or default in any of its obligations under any securities lending transaction, the collateral provided in connection with such transaction will be called upon. The value of the collateral will be maintained to equal or exceed the daily marked to market value of the securities on loan. However there is a risk that the value of the collateral may fall below the value of the securities on loan and if the Sub-Fund is not able to recover the securities loaned, the collateral will be sold and cash proceeds will be used to replace securities in the marketplace. Any shortfall in the cash proceeds available to replace the loaned securities shall be at the credit risk of the stocklending agent, under their contractual indemnification. In addition, as a Sub-Fund may invest cash collateral received it will be exposed to the risk associated with such investments, such as loss in value or a failure or default of the issuer of the relevant security.

For securities lending made with connected persons of the Depositary, the Manager or the Investment Manager, it must be made on arm's length commercial terms and the Depositary's written consent is required. Please see the section entitled Portfolio Transactions and Conflicts of Interest below.

15.41 Collateral Risk

Cash received as collateral may be invested in other eligible securities, including shares of a short term money market fund in accordance with the requirements of the Central Bank. Investing this cash subjects that investment, as well as the securities loaned, to market appreciation or depreciation and the risks associated with such investments, such as failure or default of the issuer of the relevant security.

15.42 Availability of Suitable Investment Opportunities

The ICAV will compete with other potential investors to acquire assets. Certain of the ICAV's competitors may have greater financial and other resources and may have better access to suitable investment opportunities. There can be no assurance that the Investment Manager will be able to locate and complete investments which satisfy a particular Sub-Fund's rate of return objectives or that a Sub-Fund will be able to invest fully its committed capital. If no suitable investments can be made then cash will be held by such Sub-Fund and this will reduce returns to Shareholders. Whether or not suitable investment opportunities are available to a Sub-Fund, Shareholders will bear the cost of management fees and other Sub-Fund expenses.

In the event that a Sub-Fund is terminated or the ICAV is wound up, and to the extent that the assets may be realised, any such realisation may not be at full market value and will be subject to deductions for any expenses for the termination of such Sub-Fund or the liquidation of the ICAV.

15.43 Insolvency of Service Providers and Conflicts of Interest

The ICAV will rely on the Investment Manager in implementing its investment strategies for a Sub-Fund. The Directors, have determined the investment policies and the Investment Manager will monitor the performance of such investments on an ongoing basis. The bankruptcy or liquidation of the Investment Manager or the Administrator, or the Depositary may have an adverse impact on the Net Asset Value. The Investment Manager and its principals will devote a portion of their business time to the ICAV's business. Furthermore any bankruptcy or liquidation of the Investment Manager or the Depositary or the Administrator (or prime broker if any is appointed) or any other entity described herein may have an adverse impact on the ability of a Sub-Fund to realise its investment objective in the manner described herein. In addition, where valuations are provided by an Investment Manager there is a possible conflict of interest where their fees are affected by the Net Asset Value of a Sub-Fund. Please also refer to the section headed Portfolio Transactions and Conflicts of Interest for further disclosure.

15.44 Limited Recourse

A Shareholder will solely be entitled to look to the assets of the relevant Sub-Fund in respect of all payments in respect of its Shares. If the realised net assets of the relevant Sub-Fund are insufficient to pay any amounts payable in respect of the Shares, the Shareholder will have no further right of payment in respect of such Shares nor any claim against or recourse to any of the assets of any other Sub-Fund or any other asset of the ICAV.

15.45 Possible Effects of Substantial Redemptions or Withdrawals

Redemptions or withdrawals from a Sub-Fund could require that Sub-Fund to liquidate its positions more rapidly than otherwise desirable, which could adversely affect that Sub-Fund's net asset value. Illiquidity in certain securities could make it difficult for a Sub-Fund to liquidate positions on favourable terms, which may affect that Sub-Fund's net asset value. Although a Sub-Fund may suspend redemptions or withdrawals in the manner described under the section entitled Suspension of Calculation of Net Asset Value in order to minimize this risk, it might not always do so, nor would use of this provision eliminate such value or liquidity risks.

The purchase or redemption of a substantial number of shares in the Sub-Fund may require the Investment Manager to change the composition of the Sub-Fund's portfolio significantly or may force the Investment Manager to buy or sell investments at unfavourable prices, which may adversely affect the Sub-Fund's returns and its overall performance. Portfolio turnover for the Sub-Fund may also result in increased trading costs and may adversely impact the Sub-Fund's trading expense ratio.

15.46 Limitations on Redemption of Shares/Liquidity

The Directors may limit (and in certain cases refuse) requests to redeem Shares as set out in this Prospectus. In addition, in certain circumstances the ICAV may decline to effect a redemption request which would have the effect of reducing the value of any holding of Shares relating to any Sub-Fund below the Minimum Shareholding for that Class of Shares of that Sub-Fund. Any redemption request having such an effect may be treated by the ICAV as a request to redeem the Shareholder's entire holding of that Class of Shares.

15.47 Regulatory Restrictions

The investment strategies pursued by a Sub-Fund may be affected by national and federal laws governing the beneficial ownership of securities in a public company which may inhibit that Sub-Fund's ability to freely acquire and dispose of certain securities. Should a Sub-Fund be affected by such rules and regulations, it may not be able to transact in ways that would realise value for that Sub-Fund. In addition, any changes to government regulations could make some or all forms of corporate governance strategies unlawful or impractical. Accordingly, such changes, if any, could have an adverse effect on the ability of a Sub-Fund to achieve its investment objective.

15.48 Portfolio Valuation

Because of overall size, concentration in particular markets and maturities of positions held by the Sub-Fund, the value at which its investments can be liquidated may differ, sometimes significantly, from the interim valuations arrived at using the methodology described in the section in the Prospectus entitled Calculation of Net Asset Value/ Valuation of Assets. In addition, the timing of liquidations may also affect the values obtained on liquidation. Securities to be held by the Sub-Fund may routinely trade with bid-ask spreads that may be significant. At times, third-party pricing information may not be available for certain positions held by the Sub-Fund. In addition, the Sub-Fund may hold securities for which

no public market exists. The Administrator is entitled to rely, without independent investigation, upon pricing information and valuations furnished to the Investment Manager or the Manager by third parties, including pricing services.

15.49 Accuracy of Public Information

Where a Sub-Fund investment policy and strategy involve active investment management the Investment Manager's investment selections will be based on information and data filed by issuers with various government regulators or made directly available to the Investment Manager by the issuers or through sources other than the issuers. Although the Investment Manager evaluates all such information and data and ordinarily seeks independent corroboration when it considers it is appropriate, the Investment Manager may not be in a position to confirm the completeness, genuineness or accuracy of such information and data, and in some cases, complete and accurate information is not available.

15.50 Material, Non-Public Information

By reason of their responsibilities in connection with a Sub-Fund and other activities, personnel of the Investment Manager may acquire confidential or material non-public information or be restricted from initiating transactions in certain securities. In such circumstances the Investment Manager will not be free to act upon any such information. Due to these restrictions, a Sub-Fund may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell an investment that it otherwise might have sold.

15.51 Accounting Standards; Limited Availability of Information; Due Diligence

Accounting standards in certain emerging market countries generally do not correspond to international accounting standards, and in some countries national accounting, auditing and financial reporting standards may not yet be in place. The financial information appearing on the financial statements of the companies in those foreign countries may not reflect the financial position or results of operations in the way they would be reflected if the financial statements had been prepared in accordance with generally accepted international accounting principles. Investors in such companies generally have access to less reliable information than investors in more economically sophisticated countries. In addition, the scope and nature of the Investment Manager's due diligence activities in connection with portfolio investments in certain countries will be more limited than due diligence reviews conducted in countries with more developed economies because reliable information is often unavailable or prohibitively costly to obtain. The lower standard of due diligence and financial controls in investments in certain countries increases the likelihood of material losses on such investments.

15.52 Political and/or Legal/Regulatory Risk

The value of a Sub-Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of the countries to which the Sub-Fund is exposed through its investments.

15.53 Pandemic Risk

An outbreak of an infectious disease, pandemic or any other serious public health concern could occur in any jurisdiction in which a Sub-Fund may invest, leading to changes in regional and global economic conditions and cycles which may have a negative impact on the Sub-Fund's investments and consequently its Net Asset Value. Any such an outbreak may also have an adverse effect on the wider global economy and/or markets which may negatively impact a Sub-Fund's investments more generally. In addition a serious outbreak of infectious disease may also be a force majeure event under contracts that the ICAV has entered into with counterparties thereby relieving a counterparty of the timely performance of the services such counterparties have contracted to provide to the Sub-Funds (the nature of the services will vary depending on the agreement in question). In a worst case scenario, this may result with the Sub-Funds being delayed in calculating their Net Asset Value, processing dealing in Shares, undertaking independent valuations of the Sub-Funds or processing trades in respect of the Sub-Funds. However, each of the Manager, the Depositary, the Administrator and the Investment Managers have business continuity plans in place which are tested regularly.

15.54 ICSD Risk

An Investor in Shares will not be a registered Shareholder in the ICAV. Rather, they will hold an indirect beneficial interest in such Shares. The rights of such investor, where such person is a Clearstream Participant, shall be governed by the terms and conditions applicable to the arrangement between such Clearstream Participant and Clearstream and where the holder of the indirect beneficial interests in the Shares is not a Clearstream Participant, shall be governed by the terms and conditions applicable to their arrangement with their respective nominee, broker, Central Securities Depository or ICSD (as appropriate, which may be a Clearstream Participant or have an arrangement with a Clearstream Participant). The ICAV will issue any notices and associated documentation to the registered holder of the Shares (i.e. Clearstream), with such notice as is given by the ICAV in the ordinary course when convening general meetings. Clearstream will in turn relay such notices received from the ICAV to Clearstream Participants in accordance with its rules and procedures. Clearstream is contractually bound to collate all votes received from Clearstream Participants and is obligated to vote in accordance with such instructions. The ICAV has no power to ensure that Clearstream relays notices of votes in accordance with the instructions of Clearstream Participants. The ICAV cannot accept voting instructions from any persons other than Clearstream.

Any dividends declared and any liquidation and mandatory redemption proceeds are paid by the ICAV or its authorised agent to Clearstream (as the registered holder of Shares). Investors, where they are Clearstream Participants, must look solely to Clearstream for their share of each dividend payment or any liquidation or mandatory redemption proceeds paid by the ICAV or, where they are not Clearstream Participants, they must look to their respective nominee, broker, Central Securities Depository or ICSD (as appropriate, which may be a Clearstream Participant or have an arrangement with a Clearstream Participant) for any share of each dividend payment or any liquidation or mandatory redemption proceeds paid by the ICAV that relates to their investment. Investors shall have no claim directly against the ICAV in respect of dividend payments and any liquidation and mandatory redemption proceeds due on Shares that are paid to Clearstream and the obligations of the ICAV will be discharged by payment to Clearstream.

15.55 Specialisation Risk

Some Sub-Funds may specialise in a particular industry, or in a single country or region of the world. This allows them to focus on the potential of that industry or geographic area, but it also means they may be more volatile than more broadly diversified funds because prices of securities in the same industry or region may tend to move up and down together. These Sub-Funds must continue to invest in a particular industry or geographic area, even if it is performing poorly.

15.56 Small- and Mid-Capitalisation Risk

The small and mid-capitalisation companies in which a Sub-Fund may invest may be more vulnerable to adverse business or economic events than larger, more established companies, and may underperform other segments of the market or the equity market as a whole. Securities of small and mid-capitalisation companies generally trade in lower volumes, are often more vulnerable to market volatility, and are subject to greater and more unpredictable price changes than larger capitalisation stocks or the stock market as a whole.

Some small and mid-capitalisation companies have limited product lines, markets, financial resources, and management personnel and tend to concentrate on fewer geographical markets relative to large-capitalisation companies. Also, there is typically less publicly available information concerning smaller capitalisation companies than for larger, more established companies. Small-capitalisation companies also may be particularly sensitive to changes in interest rates, government regulation, borrowing costs and earnings.

15.57 Issuer-specific risk

The value of an individual security or particular type of security can be more volatile than the market as a whole and can perform differently from the value of the market as a whole, especially if the Sub-Fund's portfolio is concentrated in a country, group of countries, region, market, industry, group of industries, sector or asset class. The value of securities of smaller issuers can be more volatile than that of larger issuers.

15.58 Information Technology Companies Risk

Information technology companies are generally subject the following risks: rapid technological changes; short product lifecycles; increase competition; more aggressive pricing and reduced profit margins; loss of patents, copyrights and trademark protections; cyclical market patterns; evolving industry standards; and frequent new product innovations. Information technology companies may be smaller and less experienced companies with limited product diversity, markets or financial resources and fewer experienced management teams. Information technology company stocks, in particular internet related, may experience extreme price and volume fluctuations that are often unrelated to their operating performance.

15.59 Internet Companies Risk

Internet companies are subject to rapid changes in technology, worldwide competition, products and services with short lifespans leading to potential rapid obsolescence of these products and services, loss of patent protection, cyclical market patterns, evolving industry standards, new product innovations and the potential risk of owing small capitalisation companies at the start of their operational lifecycle.

15.60 Capital Controls and Sanctions Risk

Economic conditions, such as volatile currency exchange rates and interest rates, political events, military action and other conditions may, without prior warning, lead to government intervention (including intervention by the government of an investor's country of residence with respect to other governments, economic sectors, foreign companies and related securities and interests) and the imposition of capital controls and/or sanctions, which may also include retaliatory actions of one government against another government, such as seizure of assets. Capital controls and/or sanctions include the prohibition of, or restrictions on, the ability to own or transfer currency, securities or other assets, which may potentially include derivative instruments related thereto. Levies may be placed on profits repatriated

by foreign entities (such as an ICAV). Capital controls and/or sanctions may also impact the ability of a Sub-Fund to create and redeem Shares or to buy, sell, transfer, receive, delivery or otherwise obtain exposure to, foreign securities or currency, negatively impact the value and/or liquidity of such instruments, adversely affect the trading market and price for Shares of a Sub-Fund, and cause an ICAV to decline in value.

15.61 Depository Receipts

Depository Receipts may not necessarily be denominated in the same currency as the underlying securities into which they may be converted. A Sub-Fund will not invest in any unlisted Depository Receipts or any Depository Receipt that the Investment Manager deems to be illiquid or for which pricing information is not readily available. The use of Depository Receipts may increase tracking error relative to an underlying Index.

15.62 Emerging Market Risks

In the case of certain Sub-Funds there may be exposure to emerging markets and investors should be aware of risks attached to investing in such markets which could have an impact on the performance of such relevant Sub-Funds. In particular, the following risks should be noted:

15.62.1 Settlement, Credit and Liquidity Risks

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

15.62.2 Regulatory Risks and Accounting Standards

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

15.62.3 Political Risks

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

legal, regulatory and tax requirements. A Sub-Fund may also be exposed to risks of expropriation, nationalisation and confiscation of assets and changes in legislation relating to the level of foreign ownership.

15.62.4 Custody Risks

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

15.62.5 Currency Risk

Currency risk arises from fluctuations in currency exchange rates; revaluation of currencies; future adverse political and economic developments and the possible imposition of currency exchange blockages or other foreign governmental laws or restrictions.

15.62.6 Expropriation Risk

With respect to certain emerging market countries, there is a possibility of expropriation, nationalisation, confiscatory taxation and limitations on the use or removal of funds or other assets of a Sub-Fund, including the withholding of dividends.

15.62.7 Inflation Risk

Although many companies in which an ICAV may hold shares may have operated profitably in the past in an inflationary environment, past performance is no assurance of future performance. Inflation may adversely affect any economy and the value of companies' shares.

15.63 Stock Connect Risk

Investors in a Sub-Fund should be aware of the following risks associated with an investment in through Stock Connect:

15.63.1 Quota Limitations Risk

Stock Connect is subject to quota limitations on investment, which may restrict a Sub-Fund's ability to invest in A-shares through Stock Connect on a timely basis.

15.63.2 Suspension Risk

Trading may be suspended if necessary for ensuring an orderly and fair market and managing risks prudently which would adversely affect a Sub-Fund's ability to access the People's Republic of China (PRC) market.

15.63.3 Differences In Trading Day

Stock Connect operates on days when both the relevant PRC market and the Hong Kong market are open for trading and when banks in the relevant PRC market and the Hong Kong market are open on the corresponding settlement days. It is possible that there are occasions when it is a normal trading day for the relevant PRC market but Hong Kong and overseas investors (such as a Sub-Fund) cannot carry out any A-shares trading via Stock Connect. As a result, a Sub-Fund may be subject to a risk of price fluctuations in A-shares during the time when Stock Connect is not trading.

15.63.4 Clearing, Settlement And Custody Risks

China Securities Depository and Clearing Corporation Limited (ChinaClear) operates a comprehensive network of clearing, settlement and stock holding infrastructure. Should the event of a ChinaClear default occur and ChinaClear be declared as a defaulter The Hong Kong Securities Clearing Company Limited (HKSCC) will in good faith, seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or through ChinaClear's liquidation. In that event, a Sub-Fund may suffer delay in the recovery process or may not be able to fully recover its losses from ChinaClear.

A-shares are issued in scripless form, so there will be no physical certificates of title representing the interests of a Sub-Fund in any A-shares. Hong Kong and overseas investors, such as a Sub-Fund, who have acquired Stock Connect Securities through Northbound Trading Links should maintain Stock Connect Securities with their sub-custodians' stock accounts with the Central Clearing and Settlement System operated by HKSCC for the clearing securities listed or traded on the Stock Exchange of Hong Kong (SEHK). Further information on the custody set-up relating to Stock Connect is available upon request from the Investment Manager.

15.63.5 Operational Risk

Stock Connect provides a relatively new channel for investors from Hong Kong and overseas, such as a Sub-Fund, to access the China stock market directly. There is no assurance that the systems of the SEHK and market participants will function properly or will continue to be adapted to changes and developments in both markets. In the event that the relevant systems fail to function properly, trading in both markets through the program could be disrupted. The Sub-Fund's ability to access the A-share market will be adversely affected.

15.63.6 Nominee arrangements in holding A-shares

HKSCC is the "nominee holder" of the Stock Connect Securities acquired by overseas investors (including the Sub-Fund) through Stock Connect. The China Securities Regulatory Commission (CSRC) Stock Connect Rules expressly provide that investors enjoy the rights and benefits of the Stock Connect Securities acquired through Stock Connect in accordance with applicable laws. However, it is still possible that the courts in the PRC may consider that any nominee or custodian as registered holder of Stock Connect Securities would have full ownership thereof, and that even if the concept of beneficial ownership is recognized under PRC law those Stock Connect Securities would form part of the pool of assets of such entity available for distribution to creditors of such entities and/or that a beneficial owner may have no rights whatsoever in respect thereof.

Under the rules of the Central Clearing and Settlement System operated by HKSCC for the clearing of securities listed or traded on SEHK, HKSCC as nominee holder shall have no obligation to take any legal action or court proceeding to enforce any rights on behalf of the investors in respect of the Stock Connect Securities in the PRC or elsewhere. Therefore, although the relevant Fund's ownership may be ultimately recognised, a Sub-Fund may suffer difficulties or delays in enforcing their rights in A-shares.

To the extent that HKSCC is deemed to be performing safekeeping functions with respect to assets held through it, it should be noted that the Depositary and a Sub-Fund will have no legal relationship with HKSCC and no direct legal recourse against HKSCC in the event that a Sub-Fund suffers losses resulting from the performance or insolvency of HKSCC.

As a beneficial owner, a Sub-Fund will not have the right to attend shareholder meetings or appoint proxies to do so on its behalf.

15.63.7 Trading Costs

In addition to paying trading fees and stamp duties in connection with A-share trading, a Sub-Fund may be subject to new portfolio fees, dividend tax and tax concerned with income arising from stock trades which are yet to be determined by the relevant authorities.

15.63.8 Regulatory Risk

The CSRC Stock Connect Rules are departmental regulations having legal effect in the PRC. However, the application of such rules is untested, and there is no assurance that PRC courts will recognize such rules, e.g., in liquidation proceedings of PRC companies. Further, new regulations may be promulgated from time to time. The regulations are untested so far and there is no certainty as to how they will be applied. There can be no assurance that Stock Connect will not be abolished. A Sub-Fund's ability to invest in the PRC markets through Stock Connect may be adversely affected as a result of such changes.

15.64 Maximum Repurchase Amount

The ICAV will have the option to limit the number of Shares of any Sub-Fund repurchased on any Dealing Day to 10% of the total Net Asset Value of that Sub-Fund on that Dealing Day. In conjunction with such limitation, the ICAV may pro rata limit the number of Shares repurchased from any Shareholder on such Dealing Day so that all Shareholders wishing to have Shares of that Sub-Fund repurchased on that Dealing Day realise the same proportion of such Shares. In the event the ICAV elects to limit the number of Shares repurchased on such date to 10% of the Net Asset Value of a Sub-Fund, a Shareholder may not be able to repurchase on such Dealing Day all the Shares that it desires to repurchase. If requests for redemption are so carried forward, affected Shareholders will be informed.

15.65 Financial Companies Risk

An Index may be weighted in financial services companies which are subject to changes in interest rates, government regulation, the rate of corporate and consumer debt defaulted, price, competition and the availability and cost of capital.

15.66 Environmental, Social and Governance (ESG) Standards

Where an Index incorporates ESG standards as disclosed in the relevant Supplement, the Index's ESG standards may limit the number of securities eligible for inclusion in the Index. As a result, the Index, and as such, the relevant Sub-Fund may be more heavily weighted in securities, industry sectors or countries that underperform the market as a whole or underperform other funds screened for ESG standards, or which do not screen for such standards.

Investors should note that classification of a Sub-Fund as an Article 9 SFDR product refers solely to the fact that the Index pursues a sustainable investment objective. The Manager is solely relying on the activities conducted by and information provided by the Index Administrator to make this classification. Neither the ICAV, nor any of its service providers, makes any representation or otherwise as to the suitability of the Index and the Sub-Fund in meeting an investor's criteria on minimum ESG standards or otherwise. Investors are advised to carry out their own review as to whether the Index and the Sub-Fund accords with their own ESG criteria. Information on how the Index is consistent with the social and governance characteristics is contained in the section entitled **Description of the Index** in the relevant Supplement.

15.67 Screening Risk

There is a risk that the Index sponsors (as described in the relevant Supplement) may make errors, such as incorrect assessment of the screen criteria described in the section entitled **General Description of the Index** of the relevant Supplement and/or include incorrect/exclude correct constituents in the screening process.

15.68 Sustainability Risks

Sustainability risks may arise in respect of an issuer itself, its affiliates or in its supply chain and/or apply to a particular economic sector, geographical or political region. Environmental sustainability risks, including risks arising from climate change, are associated with events or conditions affecting the natural environment. Social risks may be internal or external to an issuer and are associated with employees, local communities, customers or populations of companies or countries and regions. Governance risks are associated with the quality, effectiveness and process for the oversight of day to day management of companies and issuers.

Loss of investment value following a sustainability risk may occur in numerous ways. For investments in a corporate issuer, losses may result from damage to its reputation with a consequential fall in demand for its products or services, loss of key personnel, exclusion from potential business opportunities, increased costs of doing business and/or increased cost of capital. Laws, regulations and industry norms play a significant role in controlling the impact of sustainability factors on many industries, particularly in respect of environmental and social factors. Any changes in such measures, such as increasingly stringent environmental or health and safety laws, can have a material impact on the operations, costs and profitability of businesses. A corporate may also suffer the impact of fines and other regulatory sanctions. The time and resources of the corporate's management team may be diverted from furthering its business and be absorbed seeking to deal with the sustainability risk, including changes to business practices and dealing with investigations and litigation. Sustainability risks may also give rise to loss of assets and/or physical loss including damage to real estate and infrastructure. The utility and value of assets held by businesses to which a Sub-Fund is exposed may also be adversely impacted by a sustainability risk. Further, certain industries face considerable scrutiny from regulatory authorities, non-governmental organisations and special interest groups in respect of their impact on sustainability which may cause affected industries to make material changes to their business practices which can increase costs and result in a material negative impact on the profitability of businesses. Such scrutiny may also materially impact the consumer demand for a business's products and services which may result in a material loss in value of an investment linked to such businesses.

Sustainability risks are relevant as both standalone risks, and also as cross-cutting risks which manifest through many other risk types which are relevant to the assets of a Sub-Fund. For example, the occurrence of a sustainability risk can give rise to financial and business risk, including though a negative impact on the creditworthiness of other businesses.

Sustainability risks that could impact on the value of the Sub-Funds:

Environmental Risk

- Carbon Emissions Risk
- Climate Change Risk
- Natural Resource Depletion Risk
- Pollution and Waste Risk

Social Risks

- Human Capital Risk
- External Social Risk
- Megatrends Risk

Governance

- Board Diversity and Structure Risk
- Inadequate External or Internal Audit Risk
- Fair Tax Strategy Risk
- Shareholders' Rights Risk
- Bribery and Corruption Risk
- IT Safeguards Risk
- Employee Safeguards Risk

Additional risk factors (if any) in respect of each Sub-Fund are set out in the Supplement for the relevant Sub-Fund.

16 Sustainability disclosures under SFDR

16.1 Impact of sustainability risks

The impacts following the occurrence of a sustainability risk may be numerous and may vary depending on the specific risk, region and asset class. In general, where a sustainability risk occurs in respect of an asset, there could be a negative impact on, or entire loss of, its value. Any sustainability risk can either represent a risk on its own or have an impact on other risks and contribute significantly to other risks, such as market risks, operational risks, liquidity risks or counterparty risks.

The Investments underlying the Sub-Funds not subject to Article 9 of the SFDR do not take into account the EU criteria for environmentally sustainable economic activities. Where a particular Sub-Fund does take into account the EU criteria for environmentally sustainable economic activities, this will be reflected in the relevant Supplement.

16.2 Integration of sustainability risks in the investment process

A description of how sustainability risks are integrated in the investment process of each Sub-Fund is set out in the relevant Supplement.

17 Portfolio transactions and conflicts of interest

Subject to the provisions of this section, the Manager, the relevant Investment Manager, the Administrator, the Depositary, any Shareholder and any of their respective subsidiaries, affiliates, associates, agents or delegates (each a

Connected Person) may contract or enter into any financial, banking or other transaction with one another or with the ICAV. This includes, without limitation, investment by the ICAV in securities of any Connected Person or investment by any Connected Persons in any company or bodies any of whose investments form part of the assets comprised in any Sub-Fund or be interested in any such contract or transactions. In addition, any Connected Person may invest in and deal in Shares relating to any Sub-Fund or any property of the kind included in the property of any Sub-Fund for their respective individual accounts or for the account of someone else. In the event of a conflict arising, each Connected Person shall ensure that the conflict will be resolved fairly.

Each Connected Person is or may be involved in other financial, investment and professional activities which may on occasion cause a conflict of interest with the management of the ICAV and/or their respective roles with respect to the ICAV. These activities may include managing or advising other funds, purchases and sales of securities, banking and investment management services, brokerage services, valuation of securities (in circumstances in which fees may increase as the value of assets increases) and serving as directors, officers, advisers or agents of other funds or companies, including funds or companies in which the ICAV may invest.

In particular, the Manager and/or the relevant Investment Manager may be involved in advising or managing other investment funds which have similar or overlapping investment objectives to or with the ICAV or Sub-Funds. Each Connected Person will use its reasonable endeavours to ensure that the performance of their respective duties will not be impaired by any such involvement they may have and that any conflicts which may arise will be resolved fairly and in the best interests of Shareholders. The Investment Manager will endeavour to ensure a fair allocation of investments among each of its clients.

Any cash of the ICAV may be deposited, subject to the provisions of the Central Bank Acts, 1942 to 2014, with any Connected Person or invested in certificates of deposit or banking instruments issued by any Connected Person. Banking and similar transactions may also be undertaken with or through a Connected Person.

Any Connected Person may also deal as agent or principal in the sale or purchase of securities and other investments to or from the ICAV. There will be no obligation on the part of any Connected Person to account to the relevant Sub-Fund or to Shareholders for any benefits so arising, and any such benefits may be retained by the relevant party, provided that such transactions are carried out as if negotiated at arm's length, are in the best interests of the Shareholders of that Sub-Fund and:

- (i) a certified valuation of such transaction by a person approved by the Depositary (or in the case of any such transaction entered into by the Depositary, the Manager) as independent and competent has been obtained; or
- (ii) the relevant transaction is executed on best terms on organised investment exchanges under their rules; or
- (iii) where (i) and (ii) are not practical, such transaction has been executed on terms which the Depositary is (or in the case of any such transaction entered into by the Depositary, the Manager) satisfied conform with the principle that such transactions be carried out as if negotiated at arm's length in the best interests of Shareholders.

The Depositary or the Manager, in the case of transactions entered into by the Depositary, will document how it complied with paragraphs (i), (ii) and (iii) and where transactions are carried out in accordance with paragraph (iii), the Depositary or Manager, in the case of transactions entered into by the Depositary, will document its rationale for being satisfied that the transaction conformed to the principles outlined.

A Connected Person may also, in the course of its business, have potential conflicts of interest with the ICAV in circumstances other than those referred to above. A Connected Person will however, have regard in such event to its obligations under its agreement with the ICAV or the Manager and, in particular, to its obligations to act in the best interests of the ICAV and Sub-Funds as applicable so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest may arise and will ensure that such conflicts are resolved

fairly as between the ICAV, the relevant Sub-Fund and other clients. The Investment Manager will ensure that investment opportunities are allocated on a fair and equitable basis between the ICAV and its Sub-Funds and its other clients. In the event that a conflict of interest does arise the directors of the Investment Manager will endeavour to ensure that such conflicts are resolved fairly.

As the fees of the Administrator and the Investment Manager are based on the Net Asset Value of a Sub-Fund, if the Net Asset Value of the Sub-Fund increases so too do the fees payable to the Administrator and the Investment Manager and accordingly there is a conflict of interest for the Administrator, the Investment Manager or any related parties in cases where the Administrator and the Investment Manager or any related parties are responsible for determining the valuation price of a Sub-Fund's investments.

18 Share Dealing – ETF Sub-Funds and ETF Classes

18.1 Primary Market

18.1.1 Authorised Participants

To become an Authorised Participant and to deal with a Sub-Fund in the Primary Market an applicant must enter into certain terms and conditions in respect of the ICAV as well as an Application Form. The terms and conditions require the applicant to satisfy certain eligibility criteria imposed by the ICAV on an ongoing basis. The criteria may include requirements relating to creditworthiness and having access to one or more Central Securities Depository. The applicant must also undergo a money laundering prevention verification conducted by the Administrator on behalf of the ICAV. If the criteria set out in the terms and conditions cease to be met by any Authorised Participant at any time, the Manager and / or the ICAV may take such steps as it believes necessary to seek to ensure that the interests of the ICAV, Sub-Fund and / or Shareholders are protected. The ICAV may revoke any authorisation to act as an Authorised Participant. Applicants wishing to become Authorised Participants should contact the Administrator for further details.

18.1.2 Subscription for Shares

The Directors reserve the right to reject any application or to accept any application in part only. Furthermore, the Directors reserve the right at any time, without notice, to discontinue the issue and sale of Shares of any Sub-Fund of the ICAV.

Authorised Participants can subscribe for or redeem their Creation Units (i) for cash and/or (ii) at the discretion of the Directors, In Kind on any Dealing Day or (iii) in a combination of both. It is also possible for Authorised Participants to buy or sell their Shares on the Secondary Market (as described above). The details on the specific cash and In Kind subscription and redemption procedures are set out below in the sections entitled **Cash Subscriptions and Redemptions of Creation Units** and **In Kind Subscription and In Kind Redemption of Creation Units**.

18.1.3 Applications for Shares

After the initial issue, Shares of all Classes will be issued at a price corresponding to the Net Asset Value per Share of the relevant Class. The Net Asset Value per Share of each Class in each Sub-Fund will be published in its respective Base Currency. Details of the applicable Creation Unit size for each Sub-Fund and any charges are set out in the relevant Supplement.

Initial applications for Creation Units must be made in writing to the Administrator using the Application Form and supporting documentation in relation to money laundering prevention checks must be received promptly. A proposed Authorised Participant must subsequently telephone the Administrator to confirm their receipt of the application.

The Directors may restrict or prevent the ownership of Shares by any person, firm or corporate body, if in the opinion of the Directors such holding may be detrimental to the ICAV, if it may result in a breach of any law or regulation, whether Irish or foreign, or if as a result thereof the ICAV may become exposed to tax disadvantages or other financial disadvantages that it would not have otherwise incurred (such persons, firms or corporate bodies to be determined by the Directors) (**Prohibited Persons**). In particular, the Directors have resolved to prevent the ownership of Shares by any US Person.

The Directors retain the right to offer only one Class of Shares for purchase by Authorised Participants in any particular jurisdiction in order to conform to local law, custom or business practice. The Directors also reserve the right to adopt standards applicable to classes of investors or transactions that permit or require the purchase of a particular Class of Shares.

The Directors reserve the right to reject, in whole or in part, any application for Shares. In particular, if the Directors determine that it would be detrimental to the existing Shareholders to accept a cash application for Shares of any Sub-Fund which represents more than 10% of the Net Asset Value of such Sub-Fund, the Directors may decide that all or part of the application for Shares in excess of 10% be deferred until the next Dealing Day. If the Directors decide to defer all or part of the application in excess of 10% the applicant shall be informed prior to the deferral taking place.

Activities which may adversely affect the interests of the ICAV's Shareholders (for example, activities that disrupt the relevant Sub-Fund's investment strategies or impact expenses for the Sub-Fund) are not permitted. The Directors may, in their discretion, if they deem such activities adversely affect the interests of the ICAV's Shareholders, take action as appropriate to deter such activities.

18.1.4 Form of Shares and Settlement

The settlement of trading in Shares of the Sub-Funds is centralised in the ICSDPlus settlement structure operated by Clearstream which provides centralised issuance in Clearstream and allows for centralised settlement in the ICSD structure jointly operated by Clearstream and Euroclear. Shares in the Funds may be issued in Dematerialised Form but no temporary documents of title or share certificates will be issued in respect of Shares. The ICAV will apply for admission for clearing and settlement through Clearstream. Whilst Shares will be issued in Clearstream, settlement will be facilitated within Clearstream, Euroclear and other Central Securities Depositories which are Clearstream Participants.

18.1.5 Cash Subscriptions and Redemptions of Creation Units

An Authorised Participant may subscribe for or redeem Shares for cash, only in Creation Units, on each Dealing Day (except during any period in which the calculation of the Net Asset Value is suspended) as described below.

(a) Cash Transaction Fee

All subscriptions and redemptions for cash may be subject to a Cash Transaction Fee, as specified for each Sub-Fund in the relevant Supplement. The Cash Transaction Fee is payable to the ICAV or the Administrator as agent for the ICAV to offset the costs and expenses incurred by the ICAV or the Administrator as agent for the ICAV in dealing in cash for that subscription or redemption. It will be added to the requisite subscription amount or deducted from the redemption proceeds, as the case may be.

The Directors may reduce the amount of the Cash Transaction Fee at their discretion except where this is a requirement of the local law or practice of any country in which the Creation Units are offered.

(b) Procedures for Subscriptions or Redemptions for Cash

Applications for cash subscriptions or redemptions received by the Administrator on any Business Day before the relevant Dealing Deadline will be processed by the Administrator on that Business Day at the next calculated Net Asset Value per Share. Applications for cash subscriptions or redemption requests received after the relevant Dealing Deadline on a given Business Day will, unless the Directors or Manager, in exceptional circumstances, otherwise agree and provided they are received before the Valuation Point for the relevant Dealing Day, be processed as though received on the next Business Day. Applications for subscription will be binding and irrevocable unless the Directors, or a delegate, otherwise agree.

Shareholders wishing to subscribe or redeem Creation Units for cash may do so by notifying the Administrator of the Shareholder's wish to subscribe or redeem in cash, to be debited or credited, respectively. Delivery instructions are available from the Administrator upon written request. On a redemption, the Depository will release cash at the instruction of the Administrator.

Cash subscriptions must be received by the relevant Settlement Date. The ICAV and the Manager reserve the right, in their sole discretion, to require the applicant to indemnify the ICAV against any losses, costs or expenses arising as a result of a Sub-Fund's failure to receive payment by the relevant Settlement Date.

(c) Payment Procedures for Redemptions for Cash

Payment for Creation Units redeemed will be effected within ten Business Days after the relevant Dealing Day on which the application for redemption is accepted (assuming the Shares have been transferred into the ICAV's account at a clearing system). Redemption proceeds will be paid by electronic transfer to the appropriate bank account designated by the Shareholder in the Application Form. Unless otherwise specified in the Supplement for a Sub-Fund, redemption proceeds will be paid in the currency of the Class. The cost of any transfer of proceeds by electronic transfer may be deducted from such proceeds. The redemption proceeds will be paid net of the Cash Transaction Fee and any electronic transfer costs. Shareholders are reminded that, because of market fluctuations, transaction fees and other factors, the redemption proceeds can be higher or lower than the initial subscription amount.

(d) Creation Units

The minimum number of Shares for cash creations or redemptions is one Creation Unit (corresponding in each case to the number of Shares indicated for that Sub-Fund in the relevant Supplement). Applications for the subscription or redemption of Creation Units for cash in that Company must be in integer multiples of that Sub-Fund's Creation Unit size.

18.1.6 In Kind Subscription and In Kind Redemption of Creation Units

At the discretion of the Directors, each Sub-Fund may allow investors to subscribe for and redeem Shares In Kind, only in Creation Units, on each Dealing Day (except during any period in which the calculation of the Net Asset Value is suspended) subject to the relevant asset allocation being approved by the Depository where required by the Central Bank. In kind means that, rather than receiving cash in respect of a subscription and delivering cash proceeds in respect of a redemption, the Sub-Fund will receive and deliver securities (or predominantly securities) acceptable to the Investment Manager and set out in the Portfolio Composition File. At the discretion of the Directors, each Sub-Fund may satisfy a redemption request of Creation Units In Kind subject to the consent of the individual Shareholders, the

approval of the asset allocation by the Depositary and provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders of the Sub-Fund.

Securities delivered in connection with In Kind subscription requests must be securities which the Sub-Fund may acquire pursuant to its investment objective, policies and restrictions, and will be valued in accordance with the provisions of this Prospectus. The value attributed to securities delivered in connection with In Kind subscription or redemption requests will be equivalent to that for cash subscriptions/redemptions, and no Shares shall be issued until all securities and cash payable to the Depositary (or a permitted collateral amount) are vested in the Depositary and the Depositary is satisfied that there is unlikely to be any material prejudice to Shareholders of the ICAV.

(a) *Issue Price*

The Initial Issue Price per Share and/or per Creation Unit for each Sub-Fund shall be set out in the relevant Supplement. Thereafter, the Issue Price for each further Creation Unit will be the aggregate of the daily Net Asset Values per Share of the Shares comprising the Creation Unit plus, in respect of each Creation Unit, the relevant In Kind Transaction Fee (as set out in the relevant Supplement) and, if applicable, any Transfer Taxes and any additional payments in the event of failure to deliver the Portfolio Deposit as described below. The Issue Price per Creation Unit will be payable by transferring the securities portion of the Portfolio Deposit, plus or minus (as the case may be) the Cash Component of the Portfolio Deposit, plus a cash amount equal to the relevant In Kind Transaction Fee and any applicable Transfer Taxes.

The minimum number of Shares for In Kind subscriptions is one Creation Unit (corresponding in each case to the number of Shares indicated for that Sub-Fund in the relevant Sub-Fund's Supplement). Applications for the subscription of Shares In Kind in that Sub-Fund must be in integer multiples of that Sub-Fund's Creation Unit size.

(b) *Redemption Price*

The redemption price for each Creation Unit will equal the aggregate of the daily Net Asset Values per Share of the Shares comprising the Creation Unit less, in respect of each Creation Unit, the relevant In Kind Transaction Fee and, if applicable, any Transfer Taxes. The redemption price per Creation Unit will be payable by transferring the securities portion of the Portfolio Deposit, plus or minus (as the case may be) a cash amount ordinarily equal to the Cash Component of the Portfolio Deposit, less a cash amount equal to the relevant In Kind Transaction Fee and any applicable Transfer Taxes.

(c) *Procedure for Subscribing for Creation Units In Specie*

Publication of Portfolio Composition File

The Administrator will publish the Portfolio Composition File via one or more market data suppliers.

Applications for In Kind Subscription

Applications for In Kind subscriptions for Creation Units must be received by the Administrator on any Dealing Day before the Dealing Deadline in accordance with the specific procedures made available by the Administrator. Except when the calculation of the Net Asset Value per Share is suspended, or as otherwise determined by the ICAV in respect of a Sub-Fund, all applications for In Kind subscriptions will be binding and irrevocable. The Board of Directors (or a delegate) may in its sole discretion decide to reject any application for subscription in whole or in part.

If a properly made application is received before the relevant Dealing Deadline on the relevant Dealing Day, the Administrator will accept receipt of the application on that Dealing Day. Receipt of any properly made application

received by the Administrator after the Dealing Deadline on the relevant Dealing Day will not be accepted until the following Dealing Day (unless the Directors, in exceptional circumstances, otherwise agree and provided they are received before the Valuation Point for the relevant Dealing Day).

Notification of Cash Component, In Kind Transaction Fee and Transfer Taxes

On the Business Day after the Dealing Day on which receipt is accepted, the Administrator will report to the applicant the amounts of the Cash Component, In Kind Transaction Fee and Transfer Taxes, if any, to be delivered by the applicant to the Depositary with the Portfolio Deposit. In limited circumstances, the securities portion of the Portfolio Deposit may differ from the Portfolio Composition File as a result of corporate actions or events affecting the securities detailed therein. The ICAV reserves the right to permit delivery of a previously agreed basket of securities by way of a Portfolio Deposit which is different from the Portfolio Composition File. Delivery of securities in the Portfolio Deposit will be on a free delivery settlement basis. In certain circumstances, and with advanced disclosure to the applicant, the Administrator, at its sole discretion, may permit or require that a portion of the Cash Component itself be deliverable In Kind in one or more securities which are eligible security holdings of the Sub-Fund.

Settlement Period

The standard settlement period for In Kind subscriptions will be set out in the relevant Supplement but shall not (in the absence of appropriate collateral being posted) in any event exceed ten Business Days from the relevant Dealing Deadline. Investors should refer to the relevant Supplement of each Sub-Fund for further details. No Shares of a Creation Unit will be issued to the applicant until all the securities in the Portfolio Deposit have been received by the Depositary and the requisite Cash Component, In Kind Transaction Fee and, if applicable, Transfer Taxes have been received by the Depositary.

Failure to Deliver Securities

In the event that an Authorised Participant fails to deliver to the Depositary one or more of the securities set out in the Portfolio Composition File by the designated time, the ICAV may reject the application for subscription, or may require the applicant to pay to it, in cash, a collateral sum at least equal to 105% of the closing value of such undelivered securities as at the Valuation Point for the relevant Dealing Day, marked to market until the date of delivery of such undelivered securities or the date on which the Sub-Fund acquires such securities in the open market, plus any costs or expenses and, if applicable, Transfer Taxes associated with the purchase by the Sub-Fund of those securities or may require a letter of credit acceptable to it for such purpose.

The amount of collateral required will be determined by the Manager or its duly authorised delegate from time to time and may vary depending on the estimated cost of acquiring the undelivered securities or the anticipated cost of selling underlying investments to meet the cash redemption request.

To the extent that undelivered securities are not received by the relevant settlement time or in the event the cash payment is not made by the Authorised Participant within one Business Day following notification to the Authorised Participant that such a payment is required, the Manager or its duly authorised delegate may use the cash on deposit to purchase the missing securities for the relevant Sub-Fund or may use the cash to satisfy the redemption payment due to the Authorised Participant.

Authorised Participants will be liable to the ICAV and relevant Sub-Fund for the costs incurred by the Sub-Fund in connection with any such transactions. These costs will be deemed to include the amount by which the actual purchase price of the securities exceeds the market value of such securities in respect of the relevant Dealing Day, and any associated duties and charges, as well as any stamp duty, income or dividends due (or, in the case of cash, the cost of remitting the cash to the Authorised Participant). Any unused portion of the cash deposit shall be

returned to the Authorised Participant once all of the undelivered securities have been properly received by the Depository or purchased by the Manager or its duly authorised delegate on behalf of the Sub-Fund and all related transaction costs and other items, as noted above, have been cleared.

Cash collateral must be in the Base Currency of the relevant Sub-Fund (save where otherwise agreed with the Manager or its duly authorised delegate), in immediately available funds, held by the Depository and marked-to-market daily. The ICAV may, on behalf of the affected Sub-Fund, purchase the undelivered securities at any time. The ICAV may settle the redemption obligation owed to the Authorised Participant out of cash so maintained by the settlement time provided for in the Supplement. The fees of the Depository and any sub-custodians in respect of the delivery, maintenance and redelivery of the cash collateral shall be payable by the Authorised Participant and deducted from any collateral held by the Depository following satisfaction of the Authorised Participant's obligations to the ICAV. The Authorised Participant will be liable to the ICAV and the Sub-Fund for any shortfall between the cost to the Sub-Fund of purchasing such securities, the cost of remitting the cash to the Authorised Participant and any duties and charges as well as any stamp duty, income or dividends due.

On the payment of such amounts, the relevant Creation Unit(s) will be issued. In the event that the actual cost to the Sub-Fund of acquiring the securities (including costs or expenses and any Transfer Taxes) exceeds the aggregate of the value of such securities as at the Valuation Point for the relevant Dealing Day, the In Kind Transaction Fee and, if applicable, the Transfer Taxes paid by the Authorised Participant, the applicant will be required to promptly reimburse Sub-Fund the difference on demand. The ICAV will have the right to sell or redeem all or part of the applicant's holding of Creation Units in the Sub-Fund (or any other Sub-Fund) in order to meet some or all of these charges.

(d) Procedures for Redeeming Creation Units In Kind

Publication of Portfolio Composition File

The Administrator will publish the Portfolio Composition File via one or more market data suppliers.

Applications for In Kind Redemption

Applications for In Kind redemptions of Creation Units must be made to the Administrator before the Dealing Deadline in accordance with the specific procedures made available by the Administrator. Except when the calculation of the Net Asset Value per Share is suspended, or as otherwise determined by the ICAV, all applications for In Kind redemptions will be binding and irrevocable.

If a properly made application for redemption is received before the Dealing Deadline, the Administrator will accept receipt of that application on that Dealing Day. Receipt of any properly made application for redemption received by the Administrator after the Dealing Deadline will not be accepted until the following Dealing Day (unless the Directors or Manager, in exceptional circumstances, otherwise agree and provided they are received before the Valuation Point for the relevant Dealing Day).

If a redeeming investor requests redemption of a number of Creation Units representing 5% or more of the Net Asset Value of a Sub-Fund, the Directors may, in their discretion (and with the investors' consent, unless the original subscription was made In Kind), redeem the Creation Units by way of a redemption In Kind subject to the relevant asset allocation being approved by the Depository where required by the Central Bank and in such circumstances the Directors will, if requested by the redeeming investor, sell the Investments on behalf of the investor. (The cost of the sale can be charged to the investor).

No delivery instructions will be issued by the Administrator to the Depository in relation to the securities or cash in the Portfolio Deposit until the Administrator has accepted the application for redemption in relation to all Shares of

the Creation Unit(s) being redeemed (such day, the Cancellation Day). Delivery of securities will be on a free delivery settlement basis. The cost of any settlement by telegraphic transfer will be charged to and payable by the applicant for redemption.

Notification of Cash Component, In Kind Transaction Fee and any Transfer Taxes

On the Business Day after the Dealing Day on which receipt is accepted, the Administrator will report to the applicant the amount of the Cash Component to be delivered by the Depositary to the applicant with the Portfolio Deposit and the amounts of the In Kind Transaction Fee and Transfer Taxes, if any, to be deducted by the Depositary from the redemption proceeds. In limited circumstances, the securities portion of the Portfolio Deposit may differ from the Portfolio Composition File as a result of corporate actions or events affecting the securities detailed therein. The ICAV reserves the right to have the Depositary deliver to a person redeeming a previously agreed basket of securities by way of a Portfolio Deposit which is different from the Portfolio Composition File, provided that the value of the alternative basket of securities will equal the value of at least one Creation Unit. In certain circumstances, and with advanced disclosure to the applicant, the Administrator, within its sole discretion, may permit or require that a portion of the Cash Component itself be deliverable In Kind in one or more securities which are comprised in the Portfolio Composition File.

Settlement Period

The standard settlement period for In Kind redemptions will normally be made within ten Business Days following the Business Day on which the application for redemption is accepted unless otherwise specified in the relevant Supplement. This may vary depending upon the standard settlement periods of the different stock exchanges on which the Shares are traded and the securities in the Portfolio Deposit although it will not exceed ten Business Days from the Dealing Deadline. Investors should refer to the relevant Supplement of each Sub-Fund for further details. Any cash to be paid in respect of an In Kind redemption will be paid on the same day as settlement of the securities.

Partial Cash Settlement

The ICAV may, in its absolute discretion, satisfy part of the application for In Kind redemption in cash, for example in cases in which it believes that a security held by a Sub-Fund is unavailable for delivery or where it believes that an insufficient amount of that security is held for delivery to the applicant for redemption In Kind.

Investors should note that they may be unable to redeem Shares via an Authorised Participant on days that any such Authorised Participant is not open for business.

18.2 Secondary Market

The intention of the ICAV is for each of its Sub-Funds to qualify as exchange traded Sub-Funds through having Shares listed on one or more stock exchanges. As part of those listings there is an obligation on one or more members of the relevant stock exchanges to act as market makers, offering prices at which the Shares can be purchased or sold by investors on the secondary market. The spread between the bid and offer price is typically monitored and regulated by the relevant stock exchange.

The ICAV does not charge any subscription fee for purchases of Shares of those Sub-Funds on the secondary market.

Certain Authorised Participants who subscribe for Creation Units may act as market makers; other Authorised Participants are expected to subscribe for Shares in order to be able to offer to buy Shares from or sell Shares to their

customers as part of their broker/dealer business. Through such Authorised Participants being able to subscribe for or redeem Shares, a liquid and efficient secondary market may develop over time on one or more relevant stock exchanges as they meet secondary market demand for such Shares. Through the operation of such a secondary market, persons who are not Authorised Participants will be able to buy Shares from or sell Shares to other secondary market investors or market makers, broker/dealers, or other Authorised Participants.

Investors should be aware that on days other than Business Days or Dealing Days of a Sub-Fund when one or more Regulated Markets are trading Shares but the underlying Regulated Market(s) on which the Index of the Sub-Fund are traded are closed, the spread between the quoted bid and offer prices in the Shares may widen and the difference between the market price of a Share and the last calculated Net Asset Value per Share may, after currency conversion, increase. The settlement of trades in Shares on stock exchange(s) will be through the facilities of one or more Recognised Clearing Systems following applicable procedures which are available from the stock exchange(s). Investors should also be aware that on such days the Index would not necessarily be calculated and available for investors in making their investment decisions because prices of the Index would not be available on such days. The settlement of trades in Shares on relevant stock exchanges will be through the facilities of one or more clearing and settlement systems following applicable procedures which are available from the relevant stock exchanges.

Secondary market sales, purchases or transfers of Shares will be conducted and settled in accordance with the normal rules and operating procedures of the relevant stock exchange and settlement systems. Orders to buy Shares in the secondary market through the relevant stock exchanges or over the counter may incur costs over which the ICAV has no control.

The price of any Shares traded on the secondary market will depend, inter alia, on market supply and demand, movements in the value of the underlying assets as well as other factors such as the prevailing financial market, corporate, economic and political conditions.

Where the Manager determines in consultation with the Investment Manager that the value of the Shares quoted on the secondary market significantly differs or varies from the current Net Asset Value per Share, investors who hold their Shares through the secondary market will be permitted, subject to compliance with relevant laws and regulations, to redeem their shareholding directly from the ICAV. For example, this may apply in cases of market disruption such as the absence of a market maker.

In such situations, information will be communicated to the regulated market indicating that the ICAV is open for direct redemptions from the ICAV. Such secondary market investors wishing to redeem their Shares in such situations should refer to section 16.1 of the Prospectus and contact the Administrator for details on how to process such redemption requests. Only the actual costs of providing this facility (i.e., those costs associated with liquidating any underlying positions) will be charged to such secondary market investors and in any event, the fees in respect of any such redemptions shall not be excessive. The Manager's or its duly authorised delegate's agreement to accept direct redemptions of any Shares when a secondary market disruption event occurs is conditional on the Shares being delivered back into the account of the Registrar. Such direct redemption requests shall only be accepted on delivery of the Shares.

Investors in Shares, given the nature of the settlement model for Shares, will not be recorded on the register of Shareholders. However, Investors will have rights as beneficial holders of the relevant Shares. Investors who are Clearstream Participants may exercise their beneficial ownership rights by means of their arrangement with Clearstream or Euroclear (as relevant). Investors who are not Clearstream Participants may exercise their beneficial ownership rights by means of their arrangement with their respective nominee, broker or Central Securities Depository (as appropriate) which may be a Clearstream Participant or have an arrangement with a Clearstream Participant.

18.3 Clearing and Settlement

The settlement of trading in Shares of the Sub-Funds is centralised in the ICSDPlus settlement structure operated by Clearstream which provides centralised issuance in Clearstream and allows for centralised settlement in the ICSD structure jointly operated by Clearstream and Euroclear. Shares in the Sub-Funds may be issued in Dematerialised Form but no temporary documents of title or share certificates will be issued in respect of Shares. The ICAV will apply for admission for clearing and settlement through Clearstream. While Shares will be issued in Clearstream, settlement will be facilitated within Clearstream, Euroclear and other Central Securities Depositories which are Clearstream Participants. Under the ICSDPlus settlement model, all Shares in the Sub-Funds will settle in Clearstream or may be settled within Euroclear or other Central Securities Depositories that are Clearstream Participants. Accordingly, an investor will either hold its beneficial interests in Shares within Clearstream (as a Clearstream Participant) or within Euroclear or other Central Securities Depositories which are Clearstream Participants. A purchaser of interests in Shares in the Funds will not be a registered Shareholder in the ICAV, but will hold an indirect beneficial interest in such Shares. Legal title to the Shares of the Sub-Funds will be held by Clearstream as the registered holder of the Shares. The rights of the holder of the indirect beneficial interests in the Shares, where such person is a Clearstream Participant, shall be governed by the terms and conditions applicable to the arrangement between such Clearstream Participant and Clearstream and where the holder of the indirect beneficial interests in the Shares is not a Clearstream Participant, shall be governed by their arrangement with their respective nominee, broker, Central Securities Depository or ICSD (as appropriate) which may be a Clearstream Participant or have an arrangement with a Clearstream Participant. The extent to which, and the manner in which, Clearstream Participants may exercise any rights arising in relation to the Shares will be determined by the respective rules and procedures of Clearstream. All references herein to actions by holders of Shares will refer to actions taken by Clearstream as registered Shareholder of the Shares following instructions from Clearstream Participants. All distributions, notices, reports, and statements issued to Clearstream (as the registered Shareholder) by the ICAV shall be distributed by Clearstream to the Clearstream Participants in accordance with Clearstream's procedures. Shares will be transferable in accordance with applicable laws, any rules and procedures issued by Clearstream and this Prospectus. Beneficial interests in such Shares will only be transferable in accordance with the rules and procedures for the time being of the relevant nominee, broker, Central Securities Depository or ICSD (as appropriate) through whom an Investor holds their beneficial interest in Shares and this Prospectus. Clearstream and underlying Central Securities Depositories or ICSD.

Each Clearstream Participant must look solely to Clearstream for documentary evidence of the amount of such Clearstream Participant's interests in any Shares. Any certificate or other document issued by Clearstream, as to the interest in such Shares standing to the account of any person shall be conclusive and binding as accurately representing such records. Each Clearstream Participant must look solely to Clearstream for such Clearstream Participant's (and therefore any person with an interest in the Shares) portion of each payment or distribution made by the Funds to or on the instructions of Clearstream and in relation to all other rights arising under the Shares. Clearstream Participants shall have no claim directly against the ICAV, the Funds or any other person (other than Clearstream) relating to payments or distributions due in respect of the Shares which are made by the ICAV or the Funds to or on the instructions of Clearstream and such obligations of the ICAV shall be discharged thereby.

The ICAV or its duly authorised agent may from time to time require the holder of the indirect beneficial interest in the Shares to provide them with information relating to: (a) the capacity in which they hold an interest in Shares; (b) the identity of any other person or persons then or previously interested in such Shares; (c) the nature of any such interests; and (d) any other matter where 81 disclosure of such matter is required to enable compliance by the ICAV with applicable laws or the constitutional documents of the ICAV. The ICAV or its duly authorised agent may from time to time request Clearstream to provide the ICAV with certain details in relation to Clearstream Participants that hold interests in Shares in each Fund including (but not limited to): ISIN, Clearstream Participant name, Clearstream Participant type (e.g. fund/bank/individual), residence of Clearstream Participant, number of ETFs and holdings of the Clearstream Participant within Clearstream, including which Sub-Funds, types of Shares and the number of such interests in the Shares held by each such Clearstream Participant, and details of any voting instructions given and the

number of such interests in the Shares held by each such Clearstream Participant. Clearstream Participants which are holders of interests in Shares or intermediaries acting on behalf of such account holders will provide such information upon request of Clearstream or its duly authorised agent and have been authorised pursuant to the rules and procedures of Clearstream to disclose such information to the ICAV of the interest in Shares or to its duly authorised agent. Similarly, the ICAV or its duly authorised agent may from time to time request any Central Securities Depository or ICSD to provide the ICAV with details in relation to Shares in each Sub-Fund or interests in Shares in each Sub-Fund held in each Central Securities Depository or ICSD and details in relation to the holders of those Shares or interests in Shares, including (without limitation) holder types, residence, number and types of holdings and details of any voting instructions given by each holder. Holders of Shares and interests in Shares in a Central Securities Depository or ICSD or intermediaries acting on behalf of such holders agree to the Central Securities Depository or ICSD, pursuant to the respective rules and procedures of the relevant Central Securities Depository or ICSD, disclosing such information to the ICAV or its duly authorised agent. The holder of the indirect beneficial interest in the Shares may be required to agree to Clearstream and/or the relevant Central Securities Depository or ICSD providing their identity to the ICAV or its duly authorised agent upon their request.

19 Share Dealing – Non-ETF Sub-Funds and Non-ETF Classes

19.1 Subscription for Shares

19.1.1 Purchases of Shares

Issues of Shares will normally be made with effect from a Dealing Day in respect of applications received on or prior to the Dealing Deadline. The Directors may, in consultation with the Manager and approval of the Depository, nominate additional Dealing Days and Shareholders will be notified in advance.

Shares will be issued at Net Asset Value per Share plus duties and charges (including any Anti-Dilution Levy), if applicable.

An initial application for Shares may only be made by completion and submission of a signed Application Form and required anti money laundering documentation by fax, to the Administrator, prior to the relevant Dealing Deadline. The Application Form, once received, is irrevocable save with the consent of the Directors (which may be withheld in their absolute discretion). Subsequent applications may be made to the Administrator by fax, email or other electronic platforms, including SWIFT, as may be deemed acceptable by the Administrator. No payment can be made or transfer of shares carried out until all required anti money laundering documentation has been received by the Administrator. Applications received after the Dealing Deadline for the relevant Dealing Day shall, unless the Directors shall otherwise agree and provided they are received before the Valuation Point for the relevant Dealing Day and in exceptional circumstances only, be deemed to have been received by the next Dealing Deadline.

The Minimum Initial Investment Amount for Shares of each Sub-Fund that may be subscribed for by each applicant on initial application and the Minimum Shareholding for Shares of each Sub-Fund is set out in the Supplement for the relevant Sub-Fund.

Fractions of up to three decimal places of a Share may be issued. Subscription moneys representing smaller fractions of Shares will not be returned to the applicant but will be retained as part of the assets of the relevant Sub-Fund.

If an application is rejected, the Administrator, at the cost and risk of the applicant, will, subject to any applicable laws and providing the Administrator is in receipt of all required anti money laundering documentation, return application monies or the balance thereof, without interest, by electronic transfer to the account from which it was paid as soon as practicable.

19.1.2 Issue Price

During the Initial Offer Period for each Sub-Fund, the Initial Issue Price for Shares in the relevant Sub-Fund shall be the amount set out in the Supplement for the relevant Sub-Fund.

The Issue Price at which Shares of any Sub-Fund will be issued on a Dealing Day after the Initial Offer Period is calculated by ascertaining the Net Asset Value per Share of the relevant Share Class on the relevant Dealing Day.

A Preliminary Charge of up to 5% of the Issue Price may be charged as provided for in the relevant Supplement.

19.1.3 Payment for Shares

Payment in respect of the issue of Shares must be made by the relevant Settlement Date by electronic transfer in cleared funds in the currency of the relevant Share Class of the relevant Sub-Fund. Cheques are not accepted. If payment in full has not been received by the Settlement Date, or in the event of non-clearance of funds, all or part of any allotment of Shares made in respect of such application may, at the discretion of the Directors, be cancelled, or, alternatively, the Administrator on the instruction of the Directors or their delegates may treat the application as an application for such number of Shares as may be purchased with such payment on the Dealing Day next following receipt of payment in full or of un-cleared funds. In such cases the ICAV may charge the applicant for any resulting loss incurred by the relevant Sub-Fund. The Directors reserve the right to charge interest at a reasonable commercial rate on subscriptions which are settled late.

19.1.4 In Kind Issues

The Instrument of Incorporation provides that the Directors may in their absolute discretion provided that they are satisfied that no material prejudice would result to any existing Shareholder and subject to the provisions of legislation applicable to it, allot Shares in any Sub-Fund against the vesting in the Depositary on behalf of the ICAV of investments of a type consistent with the investment objective, policies and restrictions of the relevant Sub-Fund which would form part of the assets of the relevant Sub-Fund. The number of Shares to be issued in this way shall be the number which would on the day the investments are vested in the Depositary on behalf of the ICAV have been issued for cash (together with the relevant Preliminary Charge) against the payment of a sum equal to the value of the investments. The value of the investments to be vested shall be calculated by applying the valuation methods described under the section entitled **Calculation of Net Asset Value/ Valuation of Assets** below.

19.1.5 Limitations on Purchases

Shares may not be issued or sold by the ICAV during any period when the calculation of the Net Asset Value of the relevant Sub-Fund is suspended in the manner described under **Suspension of Calculation of Net Asset Value** below. Applicants for Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

Shares may not be directly or indirectly offered or sold in the United States or purchased or held by or for the benefit of US Persons (unless the ICAV determines (i) the transaction is permitted under an exemption from registration available under the securities laws of the United States and (ii) that the relevant Sub-Fund and ICAV continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares).

The ICAV further reserves the right to reject at its absolute discretion any application for Shares in a Sub-Fund, including without limitation in circumstances where, in the opinion of the Directors, there are insufficient appropriate assets available in which such Sub-Fund can readily invest.

19.1.6 Anti-Dilution Levy

In calculating the Issue Price or redemption price for the shares in a Sub-Fund the Directors may on any Dealing Day when there are net subscriptions or redemptions add or deduct an Anti-Dilution Levy to the subscription and redemption amounts to cover dealing costs and to preserve the value of the underlying assets of the Sub-Fund.

As the costs of dealing can vary with market conditions, the level of the Anti-Dilution Levy may also vary.

Other limits on subscriptions may be set out in the Supplement for a Sub-Fund.

19.2 Redemption of Shares

19.2.1 Redemption of Shares

Requests for the redemption of Shares should be made to the ICAV (via the Administrator) and may be made by fax or e-mail by way of a signed redemption application form or other electronic platforms, including SWIFT, as may be deemed acceptable by the Administrator. Requests for the redemption of Shares will not be capable of withdrawal after acceptance by the Administrator (without the consent of the ICAV). Redemptions are also subject to the receipt of all documentation required by the ICAV including all necessary anti-money laundering checks being completed before any Redemption Proceeds will be paid out. Redemption orders will be processed on receipt of valid instructions only where payment is made to the account of record. Requests received on or prior to the relevant Dealing Deadline will, as mentioned in this section, normally be dealt with on the relevant Dealing Day. Redemption requests received after the Dealing Deadline shall, unless the Directors shall otherwise agree and provided they are received before the relevant Valuation Point and in exceptional circumstances only, be treated as having been received by the following Dealing Deadline.

Shares will be redeemed at Net Asset Value per Share plus duties and charges (including any Anti-Dilution Levy), if applicable.

If requested, the Directors may, in their absolute discretion and subject to the prior approval of the Depositary and advance notification to all of the Shareholders, agree to designate additional Dealing Days and Valuation Points for the redemption of Shares relating to any Sub-Fund.

The ICAV may decline to effect a redemption request which would have the effect of reducing the value of any holding of Shares relating to any Sub-Fund below the Minimum Shareholding for that Class of Shares of that Sub-Fund. Any redemption request having such an effect may be treated by the ICAV as a request to redeem the Shareholder's entire holding of that Class of Shares.

The Administrator will not accept redemption requests, which are incomplete, until all the necessary information is obtained.

19.2.2 Redemption Price

The price at which Shares will be redeemed on a Dealing Day is also calculated by ascertaining the Net Asset Value per Share of the relevant Class on the relevant Dealing Day. The method of establishing the Net Asset Value of any Sub-

Fund and the Net Asset Value per Share of any Class of Shares in a Sub-Fund is described herein under the section entitled **Calculation of Net Asset Value/Valuation of Assets** below.

A Redemption Charge may be charged by the ICAV for payment to the Sub-Fund on the redemption of Shares but it is the intention of the Directors that such charge (if any) shall not, until further notice, exceed such amount as is set out in the Supplement for the relevant Sub-Fund.

When a redemption request has been submitted by a Shareholder who is or is deemed to be a Taxable Irish Person or is acting on behalf of a Taxable Irish Person, the ICAV shall deduct from the redemption proceeds an amount which is equal to the tax payable by the ICAV to the Irish Revenue Commissioners in respect of the relevant transaction.

19.2.3 Payment of Redemption Proceeds

The amount due on redemption of Shares (net of Redemption Charges) will be paid by electronic transfer to an account in the name of the Shareholder in the currency of the relevant Share Class by the Settlement Date. Redemption proceeds will not be paid out to third parties and may only be paid into an account in the name of the Shareholder. Payment of redemption proceeds will be made to the registered Shareholder or in favour of the joint registered Shareholders as appropriate. Unless otherwise specified in the Supplement for a Sub-Fund, redemption proceeds will be paid in the currency of the Class. The proceeds of the redemption of the Shares will only be paid on receipt by the Administrator of instructions requesting redemption and the required anti-money laundering documentation. Amendments to a Shareholder's bank account and settlement standard instructions for redemption payments will only be effected on receipt of original documentation. Redemptions are also subject to all necessary anti-money laundering checks being completed before any redemption proceeds will be paid out.

The Supplement for a Sub-Fund may provide that the redemption proceeds will be satisfied by an In Kind transfer of assets with the consent of the Shareholders. This is without limitation to the rights of the ICAV set out in the section entitled **Limitations on Redemptions** below.

19.2.4 Limitations on Redemptions

The ICAV may not redeem Shares of any Sub-Fund during any period when the calculation of the Net Asset Value of the relevant Sub-Fund is suspended in the manner described under the section headed **Suspension of Calculation of Net Asset Value** below. Applicants for redemptions of Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

The Directors may at their discretion limit the number of Shares of a Sub-Fund redeemed on any Dealing Day to Shares representing 10% or more of the total number of Shares in the Sub-Fund or Shares representing 10% or more of the Net Asset Value of that Sub-Fund on that Dealing Day. In this event, the limitation will apply *pro rata* so that all Shareholders wishing to have Shares of that Sub-Fund redeemed on that Dealing Day realise the same proportion of such Shares. Shares not redeemed, but which would otherwise have been redeemed, will be carried forward for redemption on the next Dealing Day subject always to the foregoing limit. If requests for redemptions are so carried forward, the Administrator will inform the Shareholders affected.

The Instrument of Incorporation contains special provisions where a redemption request received from a Shareholder would result in Shares representing more than 5% of the Net Asset Value of any Sub-Fund being redeemed by the ICAV on any Dealing Day. In such a case, the ICAV may satisfy the redemption request by a distribution of investments of the relevant Sub-Fund in kind provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders of that Sub-Fund, and the asset allocation is approved by the Depositary. Where the Shareholder requesting such redemption receives notice of the ICAV's intention to elect to satisfy the redemption

request by such a distribution of assets that Shareholder may require the ICAV instead of transferring those assets to arrange for their sale and the payment of the proceeds of sale to that Shareholder less any costs incurred in connection with such sale. The Sub-Fund shall not be liable for the shortfall (if any) between the Net Asset Value of the redemption in question and the proceeds realised from the sale of the relevant assets. The ICAV and a Shareholder may agree on an In Kind transfer of assets for any redemption subject to the allocation of assets being approved by the Depositary.

19.2.5 Anti-Dilution Levy

In calculating the Issue Price or redemption price for the shares in a Sub-Fund, the Directors or their delegate, may on any Dealing Day when there are net subscriptions/redemptions add or deduct an Anti-Dilution Levy to the subscription and redemption amounts to cover dealing costs and to preserve the value of the underlying assets of the Sub-Fund.

As the costs of dealing can vary with market conditions, the level of the Anti-Dilution Levy may also vary.

20 Intra-day portfolio (INAV)

The Investment Manager may at its discretion make available, or may designate other persons to make available on its behalf, on each Business Day, an intra-day portfolio value or iNAV for one or more Sub-Funds. If the Investment Manager makes such information available on any Business Day, the iNAV will be calculated based upon information available during the trading day or any portion of the trading day, and will ordinarily be based upon the current value of the securities portion of a Portfolio Deposit in effect on such Business Day, together with a cash amount which is generally approximately equal to the Cash Component as at the previous Business Day. The Investment Manager will make available an iNAV if this is required by any stock exchange.

Any iNAV is not, and should not be taken to be or relied on as being, the value of a Share or the price at which Shares may be subscribed for or redeemed in Creation Units or purchased or sold on any stock exchange. In particular, any iNAV provided for any Sub-Fund whose respective Index Securities are not actively traded during the time of publication of such iNAV may not reflect the true value of a Share, may be misleading and should not be relied on. The inability of the Investment Manager or its designee to provide an iNAV, on a real-time basis, or for any period of time, will not in itself result in a halt in the trading of the Shares on a stock exchange, which will be determined by the rules of the relevant stock exchange in the circumstances. Investors should be aware that the calculation and reporting of any iNAV may reflect time delays in the receipt of the relevant Index Securities prices in comparison to other calculated values based upon the same Index Securities including, for example, the Index itself or the iNAV of other exchange traded funds based on the same Index. Investors interested in subscribing for or redeeming Creation Units or purchasing or selling Shares on a stock exchange should not rely solely on any iNAV which is made available in making investment decisions, but should also consider other market information and relevant economic and other factors (including, where relevant, information regarding the Index, the Index Securities and financial instruments based on the Index corresponding to the relevant Sub-Fund). None of the ICAV, the Directors, the Manager, the Investment Manager and the other service providers shall be liable to any person who relies on the iNAV.

21 Mandatory Redemptions

The ICAV may compulsorily redeem all of the Shares of any Sub-Fund if the Net Asset Value of the relevant Sub-Fund is less than the Minimum Sub-Fund Size (if any) specified in the Supplement for the relevant Sub-Fund or otherwise notified to Shareholders.

The ICAV reserves the right to redeem any Shares which are or become owned, directly or indirectly, by or for the benefit of a US Person (unless the ICAV determines (i) the transaction is permitted under an exemption from

registration available under the securities laws of the United States and (ii) that the relevant Sub-Fund and ICAV continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), by any individual under the age of 18 (or such other age as the Directors may think fit), by any person or entity who breached or falsified representations on subscription documents (including as to its status under ERISA), who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person or entity is not qualified to hold Shares or if the holding of the Shares by any person is unlawful or is less than the Minimum Shareholding set for that Class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such person or persons or entity, and whether taken alone or in conjunction with any other persons or entities, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Sub-Fund of the ICAV incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage (including endeavouring to ensure that the relevant Sub-Fund's assets are not considered "plan assets" for the purpose of ERISA) or being in breach of any law or regulation which the Sub-Fund might not otherwise have incurred, suffered or breached or might result in the Sub-Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Instrument of Incorporation as described herein.

A Sub-Fund may be terminated and/or all of the Shares of a Sub-Fund (or any Class of a Sub-Fund) may be redeemed by the Directors, in their sole and absolute discretion, by notice in writing to the Depositary in any of the following events: (i) by giving not less than 30 days' notice in writing to the relevant Shareholders; or (ii) if at any time the Net Asset Value of the relevant Sub-Fund's assets shall be less than such amount as may be determined by the Directors in respect of that Sub-Fund; or (iii) by not less than 30 days' nor more than 60 days' notice to Shareholders if, within 90 days from the date of the Depositary serving notice of termination of the Depositary Agreement, another depositary acceptable to the ICAV and the Central Bank has not been appointed to act as Depositary; or (iv) if any Sub-Fund shall cease to be authorised or otherwise officially approved; or (v) if any law shall be passed which renders it illegal or in the opinion of the Directors impracticable or inadvisable to continue the relevant Sub-Fund; or (vi) if the Directors consider that it is in the best interests of the Shareholders of the Sub-Fund.

Additional termination provisions specific to a Sub-Fund may be set out in the Supplement for that Sub-Fund and the ICAV will have the right to redeem Shares in such a Sub-Fund in such circumstances, in addition to the foregoing.

Where Taxable Irish Persons acquire and hold Shares, the ICAV shall, where necessary for the collection of Irish Tax, redeem and cancel Shares held by a person who is or is deemed to be a Taxable Irish Person or is acting on behalf of a Taxable Irish Person on the occurrence of a chargeable event for taxation purposes and to pay the proceeds thereof to the Irish Revenue Commissioners.

22 Anti-money laundering provisions

The Administrator is regulated by the Central Bank and must comply with the measures provided for in the AML Legislation which are aimed towards the prevention of money laundering and terrorist financing. In order to comply with the AML Legislation, the Administrator will require from any subscriber or Shareholder a detailed verification of the identity of such subscriber or Shareholder, the identity of the beneficial owners of such subscriber or Shareholder, the source of funds used to subscribe for Shares, or other additional information which may be requested from any subscriber or shareholder for such purposes from time to time. The Administrator reserves the right to request such information as is necessary to verify the identity of an applicant and where applicable, the beneficial owner.

The subscriber or Shareholder recognises that the Administrator, in accordance with its anti-money laundering procedures reserves the right to prohibit the movement of any monies if all due diligence requirements have not been met, or, if for any reason feels that the origin of the funds or the parties involved are suspicious. In the event that the

movement of monies is withheld in accordance with the Administrator's anti-money laundering procedures, the Administrator will strictly adhere to all applicable laws, and shall notify the ICAV as soon as professional discretion allows or as otherwise permitted by law.

Measures provided for in the AML Legislation which are aimed towards the prevention of money laundering may require detailed verification of each applicant's identity; for example an individual may be required to produce a duly certified copy of his passport or identification card together with evidence of his address such as a utility bill or bank statement and his date of birth. In the case of corporate applicants this may require, without limitation, production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and residential and business address of the directors of such corporate applicants.

Depending on the circumstances of each application, a detailed verification may not be required where; (a) the application is made through a recognised intermediary or (b) investment is made by a recognised intermediary or financial institution. These exceptions will only apply if the financial institution or intermediary referred to above is located in a country which has equivalent anti money laundering legislation to that in place in Ireland.

The Administrator and the Manager reserve the right to request such information as is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and subscription monies.

The applicant acknowledges that due to anti-money laundering requirements operating within their respective jurisdictions, the Administrator and the Manager (as the case may be) may require further identification of the applicant before an application or redemption can be processed and the Administrator, the Manager, the Investment Manager and the ICAV shall be held harmless and indemnified against any loss arising as a result of a delay or failure to process the application or redemption if such information as has been required by the parties referred to has not been provided by the applicant.

23 Data Protection

The ICAV, and/or its delegates or service providers, including the Administrator, may hold some or all of the following types of Personal Data in relation to investors and prospective investors (and their officers, employees and beneficial owners); name, address/other contact details (telephone, email address), date/place of birth, gender, tax number, bank details, photographic ID, proofs of address (usually utility bills) as furnished by investors when completing the Application Form or to keep that information up to date. The ICAV may also obtain further Personal Data on those individuals by way of politically exposed person checks, sanctions checks, negative news checks and screening checks. The ICAV is obliged to verify the Personal Data and carry out ongoing monitoring. Where existing and prospective investors have furnished Personal Data in respect of their officers, employees and beneficial owners to the ICAV, those investors must furnish the information in this notice on data protection to them.

In the course of business, the ICAV will collect, record, store, adapt, transfer and otherwise process Personal Data. The ICAV is a data controller within the meaning of Data Protection Legislation and will hold any Personal Data provided by or in respect of investors in accordance with Data Protection Legislation.

The ICAV and/or any of its delegates or service providers (the Administrator, Depositary, the Manager or the Investment Manager(s)) may process prospective investor's and investor's Personal Data for any one or more of the following purposes and on the following legal bases:

- (a) to operate the Sub-Funds, including managing and administering a Shareholder's investment in the relevant Sub-Fund on an on-going basis which enables the ICAV to satisfy its contractual duties and obligations to the Shareholder and any processing necessary for the preparation of the contract with the Shareholder);
- (b) to comply with any applicable legal, tax or regulatory obligations on the ICAV, for example, under the ICAV Act and anti-money laundering and counter-terrorism and tax legislation and fraud prevention;
- (c) for any other legitimate business interests' of the ICAV or a third party to whom Personal Data is disclosed, where such interests are not overridden by the interests of the investor, including for statistical analysis, market research purposes and to perform financial and/or regulatory reporting; or
- (d) for any other specific purposes where investors have given their specific consent and where processing of Personal Data is based on consent, the investors will have the right to withdraw it at any time.

The ICAV and/or any of its delegates or service providers may disclose or transfer Personal Data, whether in Ireland or elsewhere (including entities situated in countries outside of the EEA), to other delegates, duly appointed agents and service providers of the ICAV (and any of their respective related, associated or affiliated companies or sub-delegates) and to third parties including advisers, regulatory bodies, taxation authorities, auditors, technology providers for the purposes specified above.

The ICAV will not keep Personal Data for longer than is necessary for the purpose(s) for which it was collected. In determining appropriate retention periods, the ICAV shall have regard to the Statute of Limitations Act 1957, as amended, and any statutory obligations to retain information, including anti-money laundering, counter-terrorism, tax legislation. The ICAV will take all reasonable steps to destroy or erase the data from its systems when they are no longer required.

Where specific processing is based on an investor's consent, that investor has the right to withdraw it at any time. Investors have the right to request access to their Personal Data kept by the ICAV; and the right to rectification or erasure of their data; to restrict or object to processing of their data, and to data portability, subject to any restrictions imposed by Data Protection Legislation and any statutory obligations to retain information including anti money laundering, counter-terrorism, tax legislation

The ICAV and/or any of its delegates and service providers will not transfer Personal Data to a country outside of the EEA unless that country ensures an adequate level of data protection (as determined by a European Union adequacy decision) or appropriate safeguards are in place. The European Commission has prepared a list of countries that are deemed to provide an adequate level of data protection, which may be amended by the European Commission at any time. If a third country does not provide an adequate level of data protection, then the ICAV and/or any of its delegates and service providers will ensure it puts in place appropriate safeguards such as the model clauses (which are standardised contractual clauses, approved by the European Commission) or binding corporate rules, or relies on one of the derogations provided for in Data Protection Legislation.

Where processing is carried out on behalf of the ICAV, the ICAV shall engage a data processor, within the meaning of Data Protection Legislation, which implements appropriate technical and organisational security measures in a manner that such processing meets the requirements of Data Protection Legislation, and ensures the protection of the rights of investors. The ICAV will enter into a written contract with the data processor which will set out the data processor's specific mandatory obligations laid down in Data Protection Legislation, including to process Personal Data only in accordance with the documented instructions from the ICAV.

As part of the ICAV's business and ongoing monitoring, the ICAV may from time to time carry out automated decision-making in relation to investors, including, for example, profiling of investors in the context of anti-money laundering reviews, and this may result in an investor being identified to the revenue authorities, law enforcement authorities and

to other entities where required by law, and the ICAV terminating its relationship with the investor. For the purposes of complying with FATCA and automatic exchange of information obligations under CRS the ICAV, or its delegate, is required to collect certain information on an account holder and on certain controlling persons in the case of the account holder being an entity (e.g. name, address, jurisdiction of residence, tax identification number, date and place of birth (as appropriate), the account number and the account balance value at the each of end calendar year) to identify accounts which are reportable to tax authorities and such information may in turn be exchanged by the relevant tax authorities with other tax authorities.

Investors are required to provide their Personal Data for statutory and contractual purposes. Failure to provide the required Personal Data will result in the ICAV being unable to permit, process, or release the investor's investment in the Sub-Funds and this may result in the ICAV terminating its relationship with the investor.

Investors have a right to lodge a complaint with the Data Protection Authority if they are unhappy with how the ICAV is handling their Personal Data.

Any questions about the operation of the ICAV's data protection policy should be referred in the first instance to the board of Directors of the ICAV.

24 Limitations on exchanges

Shares may not be exchanged for Shares of a different Class during any period when the calculation of the Net Asset Value of the relevant Sub-Fund or Sub-Funds is suspended in the manner described under the section entitled **Suspension of Calculation of Net Asset Value** below. Applicants for exchange of Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

25 Cross investment

Subject to the requirements of the Central Bank UCITS Regulations (in particular Regulation 11 (1) of the Central Bank UCITS Regulations) and this Prospectus, the ICAV may on behalf of a Sub-Fund (an **Investor Sub-Fund**) acquire Shares in another Sub-Fund (an **Investee Sub-Fund**). Where the ICAV intends to do so, this will be disclosed in the relevant Supplement of the Investor Sub-Fund. The Investment Manager may not charge its annual fee in respect of that portion of an Investor Sub-Fund's assets which are invested in an Investee Sub-Fund unless otherwise permitted by the Central Bank. Cross investment in a Sub-Fund may not be made if that Sub-Fund holds Shares in another Sub-Fund. Where a Sub-Fund (the **Investing Fund**) invests in the shares of other Sub-Funds (each a **Receiving Fund**), the rate of the annual management fee which investors in the Investing Fund are charged in respect of that portion of the Investing Fund's assets invested in Receiving Funds (whether such fee is paid directly at Investing Fund level, indirectly at the level of the receiving Funds or a combination of both) shall not exceed the rate of the maximum annual management fee which investors in the Investing Fund may be charged in respect of the balance of the Investing Funds assets, such that there shall be no double charging of the annual management fee to the Investing Fund as a result of its investments in the Receiving Fund. This provision is also applicable to the annual fee charged by the relevant Investment Manager where the fee is paid directly out of the assets of the relevant Sub-Fund.

26 Calculation of net asset value / valuation of assets

The Net Asset Value of a Sub-Fund shall be expressed in the currency in which the Shares are designated or in such other currency as the Directors may determine either generally or in relation to a particular Class or in a specific case,

and shall be calculated by ascertaining the value of the assets of the Sub-Fund and deducting from such value the liabilities of the Sub-Fund (excluding Shareholders equity) as at the Valuation Point for such Dealing Day.

The Net Asset Value per Share of a Sub-Fund will be calculated by dividing the Net Asset Value of the Sub-Fund by the number of Shares in the Sub-Fund then in issue or deemed to be in issue as at the Valuation Point for such Dealing Day and rounding the result mathematically to four decimal places or such other number of decimal places as may be determined by the Directors from time to time.

In the event the Shares of any Sub-Fund are further divided into Classes, the Net Asset Value per Share of the relevant Class shall be determined by notionally allocating the Net Asset Value of the Sub-Fund amongst the relevant Classes making such adjustments for subscriptions, redemptions, fees, dividends, accumulation or distribution of income and the expenses, liabilities or assets attributable to each such relevant Class (including the gains/losses on and costs of financial instruments employed for currency hedging between the Base Currency of the Sub-Fund or the currencies in which the assets of the Sub-Fund are designated and the designated currency of the relevant Class, which gains/losses and costs shall accrue solely to that relevant class) and any other factor differentiating the relevant classes as appropriate. The Net Asset Value of the Sub-Fund, as allocated between each Class, shall be divided by the number of Shares of the relevant Class which are in issue or deemed to be in issue and rounding the result to four decimal places as determined by the Directors or such other number of decimal places as may be determined by the Directors from time to time.

The Instrument of Incorporation provides for the method of valuation of the assets and liabilities of each Sub-Fund and of the Net Asset Value of each Sub-Fund. The Manager has delegated the calculation of the Net Asset Value to the Administrator. The assets and liabilities of a Sub-Fund will generally be valued as follows:

- 26.1** assets quoted, listed or dealt in on a Regulated Market shall be valued at the last traded price or in the case of fixed income securities the latest mid-market prices, in each case available as at the Valuation Point for the relevant Dealing Day provided that the value of any asset listed or dealt in on a Regulated Market but acquired or traded at a premium or at a discount outside the relevant Regulated Market may be valued taking into account the level of premium or discount as at the date of valuation of the asset. Such premiums or discounts shall be determined by the Directors and approved by the Depositary. The Depositary must ensure the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.
- 26.2** if for specific assets the last traded price or in the case of fixed income securities the latest mid-market prices do not, in the opinion of the Manager or its duly authorised delegate, reflect their fair value or are not available, the value shall be calculated with care and in good faith by the Manager or by a competent person (including the Investment Manager) appointed by the Manager, (being approved by the Depositary for such purpose) in consultation with the Investment Manager with a view to establishing the probable realisation value for such assets as at the Valuation Point for the relevant Dealing Day.
- 26.3** where an investment is quoted, listed or traded on or under the rules of more than one Regulated Market, the Regulated Market which in the Manager's opinion constitutes the main Regulated Market for such investment or the Regulated Market which provides the fairest criteria in ascribing a value to such investment for the foregoing purposes will be referred to for the purposes of valuation.

- 26.4** in the event that any of the assets as at the Valuation Point for the relevant Dealing Day are not listed or traded on any stock exchange or over-the-counter market, such securities shall be valued at their probable realisation value determined by the Manager or by a competent person (including the Investment Manager) appointed by the Manager (and approved by the Depositary for such purpose) estimated with care and in good faith in consultation with the Investment Manager or by any other means provided that the value is approved by the Depositary.
- 26.4.1 cash and other liquid assets will be valued at their face value with interest accrued, where applicable, to the relevant Valuation Point unless in any case the Manager or its duly authorised delegate are of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Manager or its duly authorised delegate may consider appropriate in such case to reflect the true value thereof as at the relevant Valuation Point.
- 26.4.2 the value of any demand notes, promissory notes and accounts receivable shall be deemed to be the face value or full amount thereof after making such discount as the Manager or its duly authorised delegate may consider appropriate to reflect the true current value thereof as at any Valuation Point.
- 26.4.3 certificates of deposit, treasury bills, bank acceptances, trade bills and other negotiable instruments shall each be valued at each Valuation Point at the last traded price on the Regulated Market on which these assets are traded or admitted for trading (being the Regulated Market which is the sole Regulated Market or in the opinion of the Manager or its duly authorised delegate the principal Regulated Market on which the assets in question are quoted or dealt in).
- 26.4.4 units or shares in open-ended collective investment schemes, other than those valued in accordance with the foregoing provisions, will be valued at the latest available net asset value per unit, share or class or bid price thereof as published by the relevant collective investment scheme after deduction of any repurchase charge as at the relevant Valuation Point. Units or shares in closed-ended collective investment schemes will, if quoted, listed or traded on a Regulated Market, be valued at the last traded price on the principal Regulated Market for such investment as at the Valuation Point for the relevant Dealing Day or, if unavailable at the probable realisation value, as estimated with care and in good faith and as may be recommended by a competent professional (including the Investment Manager) appointed by the Manager and approved for such purposes by the Depositary.
- 26.4.5 any value expressed otherwise than in the Base Currency of the relevant Sub-Fund (whether of an investment or cash) and any non-base currency borrowing shall be converted into the Base Currency at the official rate which the Administrator deems appropriate in the circumstances.
- 26.4.6 exchange traded derivative instruments, share price index future contracts and options contracts and other derivative instruments will be valued at the settlement price as determined by the Regulated Market in question as at the Valuation Point for the relevant Dealing Day; provided that if such settlement price is not available for any reason as at a Valuation Point such value shall be the probable realisation value estimated with care and in good faith by (i) the Manager or its duly authorised delegate or (ii) other competent person appointed by the Manager or its duly authorised delegate, in each case approved for such purpose by the Depositary or (iii) any other means provided that the value is approved by the Depositary. Forward foreign exchange contracts and interest rate swaps shall be valued as at the Valuation Point for the relevant dealing day by reference to the prevailing market maker quotations, namely, the price at which a new forward contract of the same size and maturity could be undertaken.

26.4.7 Notwithstanding the provisions of paragraphs 27.1 to 27.4 above:

- (a) in the case of a Sub-Fund which is a short term money market fund in accordance with the Central Bank UCITS Regulations (a **Short Term Money Market Fund**), the Manager or its delegates may value any Asset through the use of amortised cost. The amortised cost method of valuation may only be used in relation to Sub-Funds which comply with the Central Bank's requirements for Short Term Money Market Funds and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's requirements.
- (b) where a Sub-Fund which is not a Short Term Money Market Fund invests in money market instruments, such instruments may be valued by the Manager or its delegates at their amortised cost if the money market instrument has a residual maturity of less than 3 months and does not have any specific sensitivity to market parameters, including credit risk.

26.4.8 If in any case a particular value is not ascertainable as provided above or if the Manager shall consider that some other method of valuation better reflects the fair value of the relevant investment, then in such case the method of valuation of the relevant investment shall be such as the Manager, or a competent person appointed by the Manager and approved for such purposes by the Depositary, in consultation with the Investment Manager, shall determine, such method of valuation to be approved by the Depositary. The valuation rationale/methodologies used shall be clearly documented. The value of an asset may be adjusted where such an adjustment is considered necessary to reflect the fair value in the context of currency, marketability, dealing costs and/or such other consideration which are deemed relevant.

Notwithstanding the foregoing, where at any Valuation Point any asset of the ICAV has been realised or contracted to be realised there shall be included in the assets of the ICAV in place of such asset the net amount receivable by the ICAV in respect thereof, provided that if such amount is not then known exactly then its value shall be the net amount estimated by the Manager or its duly authorised delegate as receivable by the ICAV. If the net amount receivable is not payable until some future time after the Valuation Point in question the Manager shall make such allowance as it considers appropriate to reflect the true current value thereof as at the relevant Valuation Point. In the event that the ICAV has contracted to purchase an asset but settlement has yet to occur, the asset (rather than the cash to be used to settle the trade) will be included in the assets of the ICAV.

Notwithstanding the foregoing, the Investment Manager may be appointed as a competent person by the Manager, subject to the approval of the Depositary.

27 Suspension of calculation of net asset value

27.1 The Directors, in consultation with the Manager, may at any time temporarily suspend the calculation of the Net Asset Value of any Sub-Fund and the issue, redemption and exchange of Shares and the payment of redemption proceeds:

- 27.1.1 during any period when dealing in the units/shares of any collective investment scheme in which a Sub-Fund may be invested are restricted or suspended; or
- 27.1.2 during any period when any of the markets or stock exchanges on which a substantial portion of the investments of the relevant Sub-Fund from time to time are quoted, listed or dealt in is closed, otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or

- 27.1.3 during any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial portion of the investments of the relevant Sub-Fund is not reasonably practicable without this being seriously detrimental to the interests of Shareholders of the relevant Sub-Fund or if, in the opinion of the Directors, the Net Asset Value of the Sub-Fund cannot be fairly calculated; or
- 27.1.4 during any breakdown in the means of communication normally employed in determining the price of a substantial portion of the investments of the relevant Sub-Fund or when for any other reason the current prices on any market or stock exchange of any of the investments of the relevant Sub-Fund cannot be promptly and accurately ascertained; or
- 27.1.5 during any period during which any transfer of funds involved in the realisation or acquisition of investments of the relevant Sub-Fund cannot, in the opinion of the Directors, be effected at normal prices or rates of exchange; or
- 27.1.6 during any period when the ICAV is unable to repatriate funds required for the purpose of making payments due on the redemption of Shares in the relevant Sub-Fund; or
- 27.1.7 during any period when the Directors consider it to be in the best interest of the relevant Sub-Fund; or
- 27.1.8 following the circulation to Shareholders of a notice of a general meeting at which a resolution proposing to merge, wind up or terminate the ICAV or the relevant Sub-Fund is to be considered; or
- 27.1.9 when any other reason makes it impracticable to determine the value of a meaningful portion of the Investments of the ICAV or any Sub-Fund; or
- 27.1.10 during any period during which the Directors, in their discretion, consider suspension to be required for the purposes of effecting a merger, amalgamation or restructuring of a Sub-Fund or of the ICAV; or
- 27.1.11 where it is or becomes impossible or impractical to enter into, continue with or maintain FDIs relating to an index for the relevant Sub-Fund or to invest in stocks comprised within the particular index; or
- 27.1.12 where such suspension is required by the Central Bank in accordance with the UCITS Regulations.

Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Shareholders who have requested issue or redemption of Shares of any Class or exchanges of Shares of one Class to another will be notified of any such suspension in such manner as may be directed by the Directors and, unless withdrawn but subject to the limitations referred to above, and in the relevant Supplements, their requests will be dealt with on the first relevant Dealing Day after the suspension is lifted. Any such suspension will be notified immediately on the same Business Day to the Central Bank and will be communicated without delay to the competent authorities in any country in which the Shares are marketed to the public.

The Directors may postpone any Dealing Day for a Sub-Fund to the next Business Day if in the opinion of the Directors, a substantial portion of the investments of the relevant Sub-Fund cannot be valued on an equitable basis and such difficulty is expected to be overcome within one Business Day.

The determination of the Net Asset Value of a Sub-Fund shall also be suspended where such suspension is required by the Central Bank in accordance with the UCITS Regulations.

28 Transfer of shares

Shares in each Sub-Fund will be transferable by instrument in writing signed by (or, in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor provided always that the transferee completes an Application Form to the satisfaction of the Administrator and furnishes the Administrator with any documents required by it. In the case of the death of one of joint Shareholders, the survivor or survivors will be the only person or persons recognised by the ICAV as having any title to or interest in the Shares registered in the names of such joint Shareholders.

Shares may not be transferred to any person or entity as described in the **Mandatory Redemptions** section of the Prospectus, or who is or will hold such Shares for the benefit of a US Person (unless the Directors determine (i) the transaction is permitted under an exemption from registration available under the securities laws of the United States and (ii) that the relevant Sub-Fund and ICAV continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an individual under the age of 18 (or such other age as the Directors may think fit), a person or entity who breached or falsified representations on subscription documents (including as to its status under ERISA), a person or entity who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person or entity is not qualified to hold Shares, or if the holding of the Shares by any person is unlawful or is less than the Minimum Shareholding set for that Class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such person or persons or entity, and whether taken alone or in conjunction with any other persons or entities, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Sub-Fund of the ICAV incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage (including that the relevant Sub-Fund's assets are not considered "plan assets" for the purpose of ERISA) or being in breach of any law or regulation which the Sub-Fund might not otherwise have incurred or suffered or might result in the Sub-Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Instrument of Incorporation as described herein. Registration of any transfer may be refused by the Directors if, following the transfer, either transferor or transferee would hold Shares having a value less than the Minimum Shareholding for that Class of Shares specified in the Supplement for the relevant Sub-Fund.

If the transferor is or is deemed to be or is acting on behalf of a Taxable Irish Person, the ICAV is entitled to redeem and cancel a sufficient portion of the transferor's Shares as will enable the ICAV to pay the tax payable in respect of the transfer to the Irish Revenue Commissioners.

29 Share classes

Share Classes may be established in each Sub-Fund (in accordance with the requirements of the Central Bank) which may be subject to different terms, including higher or lower or no fees. Further information in this regard is available in the relevant Supplement. The naming convention applied to Share Classes will be as follows:

Share Class Feature	Identifier
ETF Class	E
Accumulating Shares	T
Distributing Shares	A
Euro denominated	EUR
Swiss Franc denominated	CHF

Sterling denominated	GBP
US Dollar denominated	USD

For example, an Accumulating ETF Class denominated in Swiss Francs would be identified as ET CHF.

30 Notification of prices

The Net Asset Value per Share of each Class in each Sub-Fund will be available from the Administrator on each Business Day. The Net Asset Value per Share will also be kept up to date and available on the Website.

31 Communications with shareholders

Communications with Shareholders may be effected by electronic mail or by any other means of communication provided that the Shareholder has consented to such method of communication. Copies of any documents sent to Shareholders will be available for inspection at the office of the Administrator. Communications with Shareholders will also be published on the Website. Investor should regularly visit the Website, or request that their stockbrokers or other financial agents or advisers do so on their behalf, to ensure that they obtain such information on a timely basis.

32 Management charges and expenses

The ICAV employs a single fee structure for its Sub-Funds, with each Sub-Fund paying a single flat fee out of the assets of the relevant Sub-Fund (the **Total Expense Ratio or TER**), as disclosed in the relevant Supplement to the Manager out of which the fees and expenses listed below, including the Management Fee, will be discharged by the Manager. The TER will cover ordinary fees, operating costs and expenses payable by each Sub-Fund including fees and expenses paid to the Manager, all ordinary costs and expenses connected with the management and operating activities of the relevant Sub-Fund including investment management and advisory fees, registration, transfer agency, administration and custody fees, registrar fees, regulators and auditors and certain legal expenses of the ICAV. The fees, costs and expenses covered by the TER will in particular include, but are not limited to, the following:

- (a) fees and expenses of the Manager, Investment Manager any sub-investment manager, Registrar, Depositary and Administrator;
- (b) any fees in respect of circulating details of the Net Asset Value per Share;
- (c) secretarial fees;
- (d) rating fees (if any);
- (e) licensing fees (including those for the use of an Index);
- (f) fees and expenses of the tax, legal and other professional advisers of the ICAV;
- (g) the Central Bank's industry funding levy, statutory and any other such fees;
- (h) fees connected with listing of Shares on any stock exchange;
- (i) costs of publication of the intra-day net asset value (if any);
- (j) fees and expenses in connection with the provision of registrar and transfer agency services to the ICAV, including International Central Securities Depository, or any other system for the registration and transfer of dematerialised securities;

- (k) fees of any marketing agent, paying agent or facilities agent;
- (l) fees of any sub-custodian provided that such fees are at normal commercial rates
- (m) fees of any collateral manager and in relation to the maintenance of collateral accounts;
- (n) fees and expenses in connection with the distribution of Shares and costs of registration and listing of the ICAV in jurisdictions outside Ireland (including fees of any advisors and translation fees;
- (o) fees and expenses of any market maker or other liquidity provider;
- (p) costs of preparing, printing and distributing the Prospectus, Supplements, KIIDs, reports, financial statements and any explanatory memoranda;
- (q) fees and expenses of any portfolio monitoring;
- (r) any costs incurred as a result of periodic updates of the Prospectus, Supplement, KIIDs, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law);
- (s) investment research expenses charged by the Investment Manager; and
- (t) any other fees and expenses relating to the management and administration of the ICAV or attributable to the Investments.

The TER does not include the following other costs and expenses all of which will be paid separately out of the assets of the relevant Sub-Fund:

- (u) portfolio transaction charges including commissions and brokerage fees;
- (v) stamp duty or other taxes incurred in respect of the investments of the ICAV including transfer taxes and duties, capital gains taxes and withholding taxes;
- (w) interest charged on any credit facility and charges incurred in negotiating, effecting or varying the terms of such facility;
- (x) any commissions charged by intermediaries in relation to an investment in a Sub-Fund; and/or
- (y) exceptional costs and expenses (if any) as may arise from time to time, such as material litigation, liquidation or asset recovery related costs and expenses in relation to the ICAV.

The TER is calculated and accrued daily from the current Net Asset Value of the relevant Sub-Fund and shall be payable monthly in arrears. The TER for each Sub-Fund is set out in the Supplement for the relevant Sub-Fund.

If a Sub-Fund's costs and expenses in connection with the operation of the Sub-Fund which are intended to be covered within the TER exceed the stated TER, the Investment Manager will discharge excess amounts out of its own assets. If a Sub-Fund's costs and expenses in connection with the operation of the Sub-Fund which are intended to be covered within the TER are less than the stated TER, such that after the Investment Manager discharges such costs and expenses there remains a balance, the Investment Manager will retain that balance. The Investment Manager may from time to time, at its discretion, decide to rebate part or all of its investment management fee.

Whilst it is anticipated that the TER borne by a Sub-Fund shall not exceed the amounts set out in the relevant Supplement during the life of a Sub-Fund such amounts may be increased from time to time. Any such increase will be subject to the prior approval of the Shareholders of the relevant Sub-Fund evidenced either by a majority vote at a meeting of Shareholders or by a written resolution of all of the Shareholders.

33 General charges and expenses

Share dealing charges

Details of the Cash Transaction Fee, In Kind Transaction Fee, Transfer Taxes and any other charges including the exchange charge payable on the exchange of Shares (if any) are set out in respect of the Shares of each Sub-Fund in the Supplement for the relevant Sub-Fund.

Directors' remuneration

The Directors who are not connected with the Investment Manager will be entitled to remuneration for their services as directors provided however that the aggregate emoluments of each Director in respect of any twelve month accounting period shall not exceed €50,000. Such fees may be increased by a resolution of the Board and Shareholders will be notified in advance of any such increase. In addition, the Directors will also be entitled to be reimbursed for their reasonable out of pocket expenses incurred in discharging their duties as directors.

Establishment Charges and Expenses

The cost of establishing the ICAV and the initial Sub-Funds, obtaining authorisation from the Central Bank, where applicable listing the initial Sub-Funds on one or more stock exchanges, filing fees, the preparation and printing of this Prospectus and the fees of all professionals relating to it, including tax and legal advice, will be borne by the Investment Manager.

34 Soft commissions

It is not currently intended that any soft commission arrangements will be made in respect of the ICAV save as otherwise set out in the Supplement for a Sub-Fund. In the event that the Manager or Investment Manager or any of their subsidiaries, affiliates, associates, agents or delegates do enter into soft commission arrangement(s) they shall ensure that (i) the broker or counterparty to the arrangement will agree to provide best execution to the ICAV; (ii) the benefits under the arrangement(s) shall be those which assist in the provision of investment services to the relevant Sub-Fund and (iii) brokerage rates will not be in excess of customary institutional full service brokerage rates. Details of any such arrangements will be contained in the next following report of the ICAV. In the event that this is the unaudited semi-annual report, details shall also be included in the following annual report.

The Investment Manager may use research as part of its investment process obtained from a third party research provider. This may be a feature for Sub-Funds which have an active investment management strategy. The Investment Manager may effect transactions or arrange for the effecting of transactions through brokers with whom it has arrangements whereby the broker agrees to use a proportion of the commission earned on such transactions to discharge the broker's own costs or the costs of third parties in providing certain services to the Investment Manager. The services concerned will normally relate to the provision of investment research to the Investment Manager. The benefits provided under such arrangements will assist the Investment Manager in the provision of investment management services to the relevant Sub-Fund and to other third parties. Specifically, the Investment Manager may agree that a broker shall be paid a commission in excess of the amount another broker would have charged for effecting such transaction so long as, in the good faith judgement of the Investment Manager or its delegate, the amount of the commission is reasonable in relation to the value of the brokerage and other services provided or paid for by such broker and the broker agrees to provide best execution with respect to such transaction.

35 EU Benchmark Regulation

The EU Benchmark Regulation entered into force in June 2016 and became fully applicable in the EU on 1 January 2018, subject to certain transitional provisions. The EU Benchmark Regulation applies to 'contributors' to, 'administrators' of, and 'users' of benchmarks in the EU. The EU Benchmark Regulation among other things, (a) requires EU benchmark administrators to be authorised or registered and to comply with requirements relating to the administration of benchmarks, (b) prohibits the use in the EU of benchmarks provided by EU administrators which are not authorised or registered in accordance with the EU Benchmark Regulation, and (c) prohibits the use in the EU of benchmarks provided by non-EU administrators which are not (i) authorised or registered and subject to supervision in a jurisdiction in respect of which an 'equivalence' decision has been adopted in accordance with the EU Benchmark Regulation, or (ii) where such equivalence decision is pending, 'recognised' by the competent authorities of the applicable EU Member State(s). An exception to this is that a benchmark provided by a non-EU administrator can itself be endorsed for use in the EU by an EU authorised or registered administrator or an EU-based supervised entity, following authorisation of the endorsement by the relevant competent authority.

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

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

36 Taxation

36.1 General

The following statements are by way of a general guide to potential investors and shareholders only and do not constitute legal or tax advice. Shareholders and potential investors are therefore advised to consult their professional advisers concerning the income and other possible taxation consequences of purchasing, holding, selling or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

Shareholders and potential investors should note that the following statements on taxation are based on advice received by the Directors regarding the law and practice in force in the relevant jurisdiction at the date of this Prospectus and proposed regulations and legislation in draft form. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the ICAV will endure indefinitely.

36.2 Ireland

The following statements regarding taxation are with regard to the law and practice in force in Ireland at the date of this document and do not constitute legal or tax advice to Shareholders or prospective Shareholders. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the ICAV is made will endure indefinitely, as the basis for and rates of taxation can fluctuate.

The ICAV

The ICAV was registered in Ireland under the ICAV Act as an umbrella Irish collective asset-management vehicle with segregated liability between Sub-Funds on 19 July 2024 with registered number C542618.

The ICAV will be operated such that its central management and control will be in the Republic of Ireland, and this summary assumes that the ICAV will at all relevant times be a resident of the Republic of Ireland for the purposes of Irish Taxation.

36.3 Irish Taxation

The ICAV will only be subject to tax on chargeable events in respect of Shareholders who are Taxable Irish Persons (generally persons who are Resident or Ordinarily Resident in Ireland for tax purposes - see definitions below for more details).

A chargeable event occurs on, for example:

36.3.1 a payment of any kind to a Shareholder by the ICAV in respect of their Shares;

36.3.2 a transfer, cancellation, redemption or repurchase of Shares; and

36.3.3 the eighth anniversary of a Shareholder acquiring their Shares and every subsequent eighth anniversary

but does not include any transaction in relation to Shares held in a Recognised Clearing System, certain transfers arising as a result of an amalgamation or reconstruction of fund vehicles and certain transfers between spouses or former spouses.

If a Shareholder is not a Taxable Irish Person at the time a chargeable event arises no Irish tax will be payable on that chargeable event in respect of that Shareholder.

Where the Shares are not held in a Recognised Clearing System, the ICAV will be subject to Irish tax on chargeable events for Taxable Irish Persons. Where tax is payable on a chargeable event, subject to the comments below, it is a liability of the ICAV which is recoverable by deduction or, in the case of a transfer and on the eight year rolling chargeable event by cancellation or appropriation of Shares from the relevant Shareholders. In certain circumstances, and only after notification by the ICAV to a Shareholder, the tax payable on the eight year rolling chargeable event can at the election of the ICAV become a liability of the Shareholder rather than the ICAV. In such circumstances the Shareholder must file an Irish tax return and pay the appropriate tax (at the rate set out below) to the Irish Revenue Commissioners.

In the absence of the appropriate declaration being received by the ICAV that a Shareholder is not a Taxable Irish Person or if the ICAV has information that would reasonably suggest that a declaration is incorrect, and in the absence of written notice of approval from the Irish Revenue Commissioners to the effect that the requirement to have been provided with such declaration is deemed to have been complied with (or following the withdrawal of, or failure to meet any conditions attaching to such approval), the ICAV will be obliged to pay tax on the occasion of a chargeable event (even if, in fact, the Shareholder is neither resident nor ordinarily resident in Ireland). Where the chargeable event is an income distribution tax will be deducted at the rate of 41%, or at the rate of 25% where the Shareholder is a company and the appropriate declaration has been made, on the amount of the distribution. Where the chargeable event occurs on any other payment to a Shareholder, not being a company which has made the appropriate declaration, on a transfer of Shares and on the eight year rolling chargeable event, tax will be deducted at the rate of 41% on the increase in value of the shares since their acquisition. Tax will be deducted at the rate of 25% on such transfers where the Shareholder is a company and the appropriate declaration has been made. In respect of the eight

year rolling chargeable event, there is a mechanism for obtaining a refund of tax where the Shares are subsequently disposed of for a lesser value.

An anti-avoidance provision increases the 41% rate of tax to 60% (80% where the details of the payment/disposal are not correctly included in the individual's tax return) if, under the terms of an investment in a fund, the investor or certain persons associated with the investor have an ability to influence the selection of the assets of the fund.

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

36.4 Shares held in a Recognised Clearing System

Payments made by the ICAV to a Shareholder who holds Shares which are held in a Recognised Clearing System, should not give rise to a chargeable event in the ICAV. As such, the ICAV should not have to deduct tax on such payments regardless of whether the Shares are held by Shareholders who are Resident or Ordinarily Resident in Ireland or in the case of non-resident Shareholders, whether or not the appropriate declaration has been provided in advance to the ICAV. In this case, the Shareholders may have to account for the tax arising at the end of a relevant period on a self-assessment basis.

Where Shares in the ICAV are denominated in currency other than a Euro denominated currency, certain Irish Resident Shareholders will be liable to tax on chargeable gains at a current rate of 33% on the foreign exchange difference between the foreign currency and the Euro for the duration of the shareholding period. Persons who are neither Resident nor Ordinarily Resident in Ireland would normally only be liable to this charge if the Shares are held for the purpose of a trade carried on through a branch or agency in Ireland.

36.5 Taxable Irish Persons (where Shares are not held in a Recognised Clearing System)

Taxable Irish Persons will not be subject to further Irish tax on income from their Shares or gains made on disposal of their Shares where tax has been correctly deducted by the ICAV on payments received by the Shareholder.

Taxable Irish Persons who receive payments from the ICAV in respect of which tax has not been deducted, or has been incorrectly deducted, will be taxable on such payments. The applicable rate of tax will be 41%, irrespective of the nature of the chargeable event. Where the payment is in respect of cancellation, redemption, repurchase or transfer of Shares, or on the eighth anniversary of a Shareholder acquiring Shares, the amount of income which is subject to tax can be reduced by the amount of consideration in money (or money's worth) given by the Shareholder for acquisition of the Shares.

In the case of a corporate Shareholder, tax, currently at the rate of 25%, will have to be deducted by the ICAV on any distribution or gain arising on an encashment, redemption, cancellation or transfer of shares by the corporate Shareholder (once the corporate Shareholder has provided a declaration to the ICAV evidencing its corporate status and including its Irish corporation tax reference number). Tax will also have to be deducted in respect of Shares held on the eighth anniversary of a Shareholder acquiring Shares (in respect of any excess in value over the cost of the relevant Shares).

Where a Taxable Irish Person, which is a corporate Shareholder, receives distributions from which tax has been deducted, the Shareholder will be treated as having received the net amount of an annual payment from which tax at 25% had been deducted and which is chargeable to tax under Case IV of Schedule D.

Any corporate Shareholders who are Resident in Ireland and receive a payment from the ICAV from which tax has not been deducted (for example because the Shares are held in a Recognised Clearing System) will be fully taxable on that payment under Case IV of Schedule D (except where the Shares are held on a trading account in which case they are taxable under Case I of Schedule D). However, where the payment is in respect of the cancellation, redemption, repurchase or transfer of Shares or on the eighth anniversary of a Shareholder acquiring Shares, such income shall be reduced by the amount of the consideration in money or money's worth given by the Shareholders for the acquisition of the Shares.

Shareholders may also be liable to tax on any foreign currency gains as outlined above.

36.6 Shareholders that are not Taxable Irish Persons

The ICAV will not deduct tax in respect of any Shareholder who is not a Taxable Irish Person who does not hold Shares in connection with a trade or business carried on in Ireland through a branch or agency, so long as the ICAV is in possession of an appropriate declaration as set out in Schedule 2B TCA and the ICAV has no reason to believe that the declaration is materially incorrect.

Shareholders in respect of whom the ICAV is not in possession of a declaration will be treated by the ICAV as if they are a Taxable Irish Person. Foreign Persons in respect of whom the ICAV is not in possession of a declaration will be treated by the ICAV as if they are Taxable Irish Persons.

36.7 Refunds of tax withheld by the ICAV

Where tax is withheld by the ICAV on the basis that no declaration has been filed by the Shareholders, Irish legislation does not provide for a refund of tax to non-corporate Shareholders or to corporate Shareholders who are not Resident in Ireland and who are not within the charge to Irish corporation tax other than in the following circumstances:

36.7.1 The appropriate tax has been correctly returned by the ICAV and within one year of making the return the ICAV can prove to the satisfaction of the Irish Revenue Commissioners that it is just and reasonable for the tax which has been paid by the company to be repaid.

36.7.2 Where a claim is made for a refund of Irish tax under Section 189, 189A and 192 of the TCA (relieving provisions relating to certain incapacitated persons).

36.8 Stamp Duty

No Irish stamp duty will be payable on the subscription, transfer or redemption of Shares provided that no application for Shares or re-purchase or redemption of Shares is satisfied by an In Kind transfer of any Irish situated property.

36.9 Capital Acquisitions Tax

No Irish gift tax or inheritance tax (capital acquisitions tax) liability will arise on a gift or inheritance of Shares provided that

36.9.1 at the date of the disposition the transferor is neither domiciled nor ordinarily resident in Ireland and at the date of the gift or inheritance the transferee of the Shares is neither domiciled nor ordinarily resident in Ireland; and

36.9.2 the Shares are comprised in the disposition at the date of the gift or inheritance and the valuation date.

36.10 Common Reporting Standard

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of CRS while Section 891F and 891G of the TCA contain measures necessary to implement the CRS internationally and across the European Union, respectively. The Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the **CRS Regulations**), brought the CRS into effect from 1 January 2016.

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("DAC II") implements CRS in a European context and creates a mandatory obligation for all EU Member States to exchange financial account information in respect of residents in other EU Member States on an annual basis. Section 891G of the TCA, contained measures necessary to implement the DAC II. Regulations, the Mandatory Automatic Exchange of Information in the Field of Taxation Regulations 2015 (together with the CRS Regulations, the **Regulations**), gave effect to DAC II from 1 January 2016.

Under the Regulations, reporting financial institutions are required to collect certain information on accountholders and on Controlling Persons in the case of the accountholder(s) being a certain type of Entity, as defined for CRS purposes, (e.g. name, address, jurisdiction of residence, TIN, date and place of birth (as appropriate), the account number and the account balance or value at the end of each calendar year) to identify accounts which are reportable to the Irish tax authorities. The Irish tax authorities shall in turn exchange such information with their counterparts in participating jurisdictions. Further information in relation to CRS can be found on the Automatic Exchange of Information (**AEOI**) webpage on www.revenue.ie.

36.11 Other Tax Matters

The income and/or gains of a Sub-Fund from its securities and assets may suffer withholding tax in the countries where such income and/or gains arise. The ICAV may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in repayment to the relevant Sub-Fund, the Net Asset Value will not be restated and the benefit will be allocated to the existing Shareholders of the relevant Sub-Fund rateably at the time of repayment.

36.12 Certain Tax Definitions

Residence - Company

Prior to Finance Act 2014, company residence was determined with regard to the long-established common law rules based on central management and control. These rules were significantly revised in Finance Act 2014 to provide that a company incorporated in the State will be regarded as resident for tax purposes in the State, unless it is treated as resident in a treaty partner country by virtue of a double taxation treaty. While the common law rule based on central management and control remains in place, it is subject to the statutory rule for determining company residence based on incorporation in the State set out in the revised section 23A TCA 1997.

The incorporation rule for determining the tax residence of a company incorporated in the State applies to companies incorporated on or after 1 January 2015. For companies incorporated in the State before this date, a transition period applied until 31 December 2020.

Residence - Individual

An individual will be regarded as being resident in Ireland for a tax year if s/he:

- (a) spends 183 or more days in the State in that tax year; or
- (b) has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the preceding year.

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

Ordinary Residence - Individual

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 the State 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 the State ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in the State in 2022 and departs from the State in that tax year will remain ordinarily resident up to the end of the tax year in 2025.

Intermediary

this means a person who:

- (a) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking resident in Ireland on behalf of other persons; or
- (b) holds units in an investment undertaking on behalf of other persons.

37 Additional information for german tax purposes

In order to qualify as an "Equity Fund" for German tax purposes, a Sub-Fund must invest more than 50% of its gross assets on a continuous basis directly into "Qualifying Equities" (the Equity Fund Capital Participation Threshold, as defined in sections. 2 and 20 of GITA 2018).

In order to qualify as a "Mixed Fund" for German tax purposes, a Sub-Fund must invest more than 25% of its gross assets on a continuous basis directly into "Qualifying Equities" (the Mixed Fund Capital Participation Threshold, as defined in sections 2 and 20 of GITA 2018).

In order to be recognised as "Qualifying Equities" for purposes of the Equity Fund Capital Participation Threshold and of the Mixed Fund Capital Participation Threshold, the Sub-Fund must be the beneficial owner of the shares and the owner under civil law (for example, the Sub-Fund may lose beneficial ownership of shares that are subject to a securities lending arrangement or swap agreement). Moreover, all Qualifying Equities will be held directly by the Sub-Fund (i.e. not by holding such shares via an intermediate company in the legal form of a partnership). The gross assets of the Sub-Fund are determined by using the value of the individual assets of the Sub-Fund without taking into account liabilities of the Sub-Fund.

The respective Sub-Fund is entitled, but not obligated, to utilise simplification rules or rules for equitable relief established by the German tax authorities which are applicable for purposes of the GITA 2018.

37.1 Qualifying Equities

"Qualifying Equities" consist of shares of common stock of corporations that are admitted to official trading on a stock exchange or included in an organised market (meaning a recognised market that is open to the public and operates in a due and proper manner).

While these shares of common stock of corporations may be admitted to official trading on a stock exchange or included in an organised market on any stock exchange or organised market located in the EU or in the EEA, outside of the EU or the EEA, the stock exchanges or organised markets permitted for the purpose of this threshold are those which are accepted in accordance with § 193 Abs. 1 S. 1 Nr. 2 and 4 of the German Capital Investment Code (KAGB).

"Qualifying Equities" do not include any of the following:

- (a) An interest into an intermediate company in the legal form of a partnership, also if the partnership holds shares of common stock of corporations.
- (b) Shares of common stock of corporations, where according to applicable law or statutes of the corporation gross assets of the corporation consist at least 75% of immovable property.
- (c) Shares of common stock of corporations, where the corporation is exempt from corporate taxation, if such exemption depends on the corporation paying dividend distributions, unless these dividend distributions are taxed at a rate of at least 15% and the fund is not exempt from taxation thereon.
- (d) Shares of common stock of corporations, where more than 10% of the corporation's revenue arises directly or indirectly from, or more than 10% of the corporation's fair market value is invested in, corporations that are tax resident outside EU/EEA and are not subject to income taxation for corporations in their tax residence at a rate of at least 15% and are not exempt from such taxation.

37.2 Violations of threshold

Should the respective Sub-Fund materially violate investment restrictions such that it falls below the Equity Fund Capital Participation Threshold or, respectively, the Mixed Fund Capital Participation Threshold, as defined above, or should the investment restrictions for the Sub-Fund be altered such that it would no longer be obligated to meet the requirements for an Equity Fund or, respectively, a Mixed Fund, the respective Sub-Fund loses its tax classification as an Equity Fund or, respectively, a Mixed Fund for purposes of the GITA 2018.

In such case, each Share is deemed to be sold by a German tax-resident investor and to be reacquired by the same investor on the following day. As specified by section 22 of GITA 2018, taxation of the resulting gain from the fictitious sale of Shares at the investor level is postponed to the date of effective subsequent sale / redemption (realisation for tax purposes) of the Shares by a German tax-resident investor or if the respective Sub-Fund is no longer subject to taxation under the GITA 2018.

To determine a material violation of the investment restrictions for an Equity Fund or, respectively, a Mixed Fund, the ICAV uses a simplified methodology accepted by the German tax authorities.

If the respective Sub-Fund falls below the Equity Fund Capital Participation Threshold (in case of an Equity Fund) or, respectively, the Mixed Fund Capital Participation Threshold (in case of a Mixed Fund) on not more than 20 single or successive valuation dates (business days) altogether during a fund business year, no material violation of the investment restrictions for an Equity Fund or, respectively, for a Mixed Fund is deemed to have taken place (the 20-Business Day-Limit).

For each fund business year, the 20-Business Day-Limit has to be separately analysed for each Sub-Fund. This means, for example, that a continuous violation of the Equity Fund Capital Participation Threshold (in case of an Equity Fund) or, respectively, the Mixed Fund Capital Participation Threshold (in case of a Mixed Fund) during the last 10 business days of a fund business year and in the first 11 business days of the next fund business year does not constitute a violation of the 20-Business Day-Limit. In case of an abbreviated fund business year, the 20-Business Day-Limit should be analysed in conjunction with the next abbreviated fund business year or even subsequent fund business years, so that the period under consideration covers at least one year.

37.3 Publication

The respective Sub-Fund publishes its own capital participation ratios in its NAV frequency, but at least once a week, on <https://products.swisscanto.com>.

37.4 Tax considerations

Due to the fact that the legal situation and/or the opinion of the German fiscal authorities might change, possibly with retrospective effect, between the publication of this Prospectus and any investment decision taken by a German tax resident investor, it is for the German investor to consider the financial consequences of such changes to an investment into a Sub-Fund and to consult, if necessary, a qualified tax professional. This information is not exhaustive and does not constitute legal or tax advice.

38 Other Jurisdictions

As Shareholders are no doubt aware, the tax consequences of any investment can vary considerably from one jurisdiction to another, and ultimately will depend on the tax regime of the jurisdictions within which a person is tax resident. Therefore the Directors strongly recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in a Sub-Fund and any investment returns from those Shares. It is the Directors' intention to manage the affairs of the ICAV and each Sub-Fund so that it does not become resident outside of Ireland for tax purposes. The Investment Manager of a Sub-Fund may take positions or make decisions without considering the tax consequences to certain Shareholders.

39 General information

39.1 Reports and Accounts

The ICAV's year end is 31 July in each year commencing on the incorporation of the ICAV. Audited accounts prepared in accordance with International Financial Reporting Standards and a report in relation to each Sub-Fund will be made available to Shareholders within 4 months after the conclusion of each Accounting Period. The ICAV will also prepare semi-annual report and unaudited accounts which will be made available to Shareholders within two months after the six-month period ending on 31 January in each year. The first annual report and the first audited annual accounts will

be published within four months of 31 July 2025. The first semi-annual report will be published within two months of 31 January 2026.

39.2 Directors' Confirmation

The Directors confirm that the ICAV was registered in Ireland under the ICAV Act as an open-ended ICAV with limited liability and variable capital and as an umbrella fund with segregated liability between Sub-Funds on 19 July 2024.

39.3 Share Capital

At the date hereof the authorised share capital of the ICAV is 2 subscriber shares of €1 each and 1,000,000,000,000,000 Shares of no Par Value initially designated as unclassified shares.

The unclassified shares are available for issue as Shares. There are no rights of pre-emption attaching to the Shares in the ICAV.

39.4 Instrument of Incorporation

Clause 4.1 of the Instrument of Incorporation provides that the sole object of the ICAV is the collective investment of its funds in property and giving members the benefit of the results of the management of its funds. The Instrument of Incorporation contains provisions to the following effect:

Directors' Authority to Allot Shares. The Directors are generally and unconditionally authorised to exercise all powers of the ICAV to allot relevant securities, including fractions thereof, up to an amount equal to the authorised but as yet unissued share capital of the ICAV;

Variation of rights. The rights attached to any class may be varied or abrogated with the consent in writing of the holders of three-fourths in number of the issued Shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the Shares of the Class, and may be so varied or abrogated either whilst the ICAV is a going concern or during or in contemplation of a winding-up. The quorum at any such separate general meeting, other than an adjourned meeting, shall be one person present in person or by proxy and the quorum at an adjourned meeting shall be one person holding Shares of the class in question or his proxy;

Voting Rights. Subject to any rights or restrictions for the time being attached to any Class or Classes of Shares, on a show of hands every holder who is present in person or by proxy shall have one vote and on a poll every holder present in person or by proxy shall have one vote for every Share of which he is the holder. Holders who hold a fraction of a Share may not exercise any voting rights, whether on a show of hands or on a poll, in respect of such fraction of a Share;

Alteration of Share Capital. The ICAV may from time to time by ordinary resolution increase the share capital by such amount and/or number as the resolution may prescribe.

The ICAV may also by ordinary resolution:

- (i) redenominate the currency of any Class of Shares;
- (ii) consolidate and divide all or any of its share capital into Shares of larger amount;
- (iii) subdivide its Shares, or any of them, into Shares of smaller amount or value; or

(iv) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the Shares so cancelled.

Directors' Interests. Provided that the nature and extent of his interest shall be disclosed as set out below, no Director or intending Director shall be disqualified by his office from contracting with the ICAV nor shall any such contract or any contract or arrangement entered into by or on behalf of any other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the ICAV for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established;

The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested;

A Director shall not vote at a meeting of the Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material (other than an interest arising by virtue of his interest in shares or other securities or otherwise in or through the ICAV) or a duty which conflicts or may conflict with the interests of the ICAV. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote.

A Director shall be entitled to vote (and be counted in the quorum) in respect of any resolutions concerning any of the following matters, namely:-

- (i) the giving of any security, guarantee or indemnity to him in respect of money lent by him to the ICAV or any of its subsidiary or associated companies or obligations incurred by him at the request of or for the benefit of the ICAV or any of its subsidiary or associated companies;
- (ii) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the ICAV or any of its subsidiary or associated companies for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (iii) any proposal concerning any offer of shares or other securities of or by the ICAV or any of its subsidiary or associated companies for subscription, purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof; or
- (iv) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever;

The ICAV by ordinary resolution may suspend or relax the provisions of this clause to any extent or ratify any transaction not duly authorised by reason of a contravention of this provision;

Borrowing Powers. Subject to the UCITS Regulations and the ICAV Act, the Directors may exercise all of the powers of the ICAV to borrow or raise money and to mortgage, pledge, charge or transfer its undertaking, property and assets (both present and future) and uncalled capital or any part thereof provided that all such borrowings and any such transfer of assets shall be within the limits laid down by the Central Bank;

Retirement of Directors. The Directors shall not be required to retire by rotation or by virtue of their attaining a certain age;

Directors' Remuneration. Unless and until otherwise determined from time to time by the ICAV in general meeting, the ordinary remuneration of each Director shall be determined from time to time by resolution of the Directors. Any Director who holds any executive office (including for this purpose the office of chairman or deputy chairman), or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine. The Directors may be paid all travelling, hotel and other out-of-pocket expenses properly incurred by them in connection with their attendance at meetings of the Directors or general meetings or separate meetings of the holders of any Class of Shares of the ICAV or otherwise in connection with the discharge of their duties. (Directors' remuneration is described under the section entitled **General Charges and Expenses** above);

Transfer of Shares. Subject to the restrictions set out below, the Shares of any holder may be transferred by instrument in writing in any usual or common form or any other form, which the Directors may approve. The Directors in their absolute discretion and without assigning any reason therefor may decline to register any transfer of a Share directly or indirectly to any person or entity who, in the opinion of the Directors is or holds such Shares for the benefit of a US Person (unless the Directors determine (i) the transaction is permitted under an exemption from registration available under the securities laws of the United States and (ii) that the relevant Sub-Fund and ICAV continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an individual under the age of 18 (or such other age as the Directors may think fit), a person or entity who breached or falsified representations on subscription documents (including as to its status under ERISA), who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person is not qualified to hold Shares, or if the holding of the Shares by any person is unlawful or is less than the Minimum Shareholding set for that Class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Sub-Fund of the ICAV incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage (including endeavouring to ensure that the relevant Sub-Fund's assets are not considered "plan assets" for the purpose of ERISA and the related code) or being in breach of any law or regulation which the Sub-Fund might not otherwise have incurred, suffered or breached or might result in the Sub-Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Instrument of Incorporation.

The Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate for the Shares to which it relates (if issued), is in respect of one Class of Share only, is in favour of not more than four transferees and is lodged at the registered office or at such other place as the Directors may appoint;

Right of Redemption. Shareholders have the right to request the ICAV to redeem their Shares in accordance with the provisions of the Instrument of Incorporation;

Dividends. Under the Instrument of Incorporation, the Directors are entitled to declare dividends out of net income (i.e. income less expenses) and/or realised gains net of realised and unrealised losses and/or realised and unrealised gains net of realised and unrealised losses and/or net income and realised gains net of realised and unrealised losses and/or net income and realised and unrealised gains net of realised and unrealised losses and/or capital. Any dividend unclaimed for six years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Sub-Fund;

Sub-Funds. The Directors are required to establish a separate portfolio of assets for each Sub-Fund created by the ICAV from time to time, to which the following shall apply:

- (i) for each Sub-Fund the ICAV shall keep separate books and records in which all transactions relating to the relevant Sub-Fund shall be recorded and, in particular, the proceeds from the allotment and issue of Shares of each class of Shares in the Sub-Fund, and the investments and the liabilities and income and expenditure attributable thereto shall be applied to such Sub-Fund subject to the provisions of the Instrument of Incorporation;
- (ii) any asset derived from any other asset(s) (whether cash or otherwise) comprised in any Sub-Fund, shall be applied in the books and records of the ICAV to the same Sub-Fund as the asset from which it was derived and any increase or diminution in the value of such an asset shall be applied to the relevant Sub-Fund;
- (iii) no Shares will be issued on terms that entitle the Shareholders of any Sub-Fund to participate in the assets of the ICAV other than the assets (if any) of the Sub-Fund relating to such Shares. If the proceeds of the assets of the relevant Sub-Fund are not sufficient to fund the full redemption amount payable to each Shareholder for the relevant Sub-Fund, the proceeds of the relevant Sub-Fund will, subject to the terms for the relevant Sub-Fund, be distributed equally among each Shareholder of the relevant Sub-Fund *pro rata* to the net asset value of the Shares held by each Shareholder. If the realised net assets of any Sub-Fund are insufficient to pay any amounts due on the relevant Shares in full in accordance with the terms of the relevant Sub-Fund, the relevant Shareholders of that Sub-Fund will have no further right of payment in respect of such Shares or any claim against the ICAV, any other Sub-Fund or any assets of the ICAV in respect of any shortfall;
- (iv) in the event that there are any assets of the ICAV which the Directors do not consider are attributable to a particular Sub-Fund or Sub-Funds, the Directors shall, with the approval of the Depositary, allocate such assets to and among any one or more of the Sub-Funds in such manner and on such basis as they, in their discretion, deem fair and equitable; and the Directors shall have the power to and may at any time and from time to time, with the approval of the Depositary, vary the basis upon which such assets have been previously allocated;
- (v) each Sub-Fund shall be charged with the liabilities, expenses, costs, charges or reserves of the ICAV in respect of or attributable to that Sub-Fund and any such liabilities, expenses, costs, charges or reserves of the ICAV not attributable to any particular Sub-Fund or Sub-Funds shall be allocated and charged by the Directors, with the approval of the Depositary, in such manner and on such basis as the Directors, in their sole and absolute discretion deem fair and equitable, and the Directors shall have the power to and may at any time and from time to time, with the approval of the Depositary, vary such basis including, where circumstances so permit, the re-allocation of such liabilities, expenses, costs, charges and reserves.

Sub-Fund Exchanges. Subject to the provisions of the Instrument of Incorporation, the Prospectus and the relevant Supplement, a Shareholder holding Shares in any Class in a Sub-Fund on any Dealing Day shall have the right from time to time to exchange all or any of such Shares for Shares of another Class (such Class being either an existing Class or a Class agreed by the Directors to be brought into existence with effect from that Dealing Day);

Winding up. The Instrument of Incorporation contains provisions to the following effect:

- (i) If the ICAV shall be wound up the liquidator shall, subject to the provisions of the ICAV Act, apply the assets of each Sub-Fund in such manner and order as he thinks fit in satisfaction of creditors' claims relating to that Sub-Fund;
- (ii) The assets available for distribution amongst the Shareholders shall be applied as follows: first the proportion of the assets in a Sub-Fund attributable to each Class of Share shall be distributed to the holders of Shares in the relevant Class in the proportion that the number of Shares held by each holder bears to the total number of Shares relating to each such Class of Shares in issue as at the date of commencement to wind up; and secondly, any balance then remaining and not attributable to any of the Classes of Shares shall be apportioned pro-rata as between the classes of Shares based on the Net Asset Value attributable to each Class of Shares as at the date of

commencement to wind up and the amount so apportioned to a Class shall be distributed to holders pro-rata to the number of Shares in that Class of Shares held by them;

- (iii) A Sub-Fund may be wound up pursuant to section 37 of the ICAV Act and in such event the provisions reflected in this paragraph shall apply mutatis mutandis in respect of that Sub-Fund;
- (iv) If the ICAV shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution of the relevant holders and any other sanction required by the ICAV Act, divide among the holders of Shares of any Class or Classes of a Sub-Fund In Kind the whole or any part of the assets of the ICAV relating to that Sub-Fund, 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 holders of Shares or the holders of different Classes of Shares as the case may be. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of holders as the liquidator, with the like authority, shall think fit, and the liquidation of the ICAV may be closed and the ICAV dissolved, but so that no holder shall be compelled to accept any assets in respect of which there is a liability. A Shareholder may require the liquidator instead of transferring any asset In Kind to him/her, to arrange for a sale of the assets and for payment to the holder of the net proceeds of same.

Share Qualification. The Instrument of Incorporation does not contain a share qualification for Directors.

39.5 Litigation and Arbitration

As at the date of this Prospectus the ICAV is not involved in any litigation or arbitration nor are the Directors aware of any pending or threatened litigation or arbitration.

39.6 Directors' Interests

- (i) There are no service contracts in existence between the ICAV and any of its Directors, nor are any such contracts proposed;
- (ii) There are letters of appointment between the ICAV and each of the Directors;
- (iii) At the date of this Prospectus, no Director has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the ICAV and, save as provided below, no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the ICAV;

40 Material contracts

The following contracts have been entered into otherwise than in the ordinary course of the business intended to be carried on by the ICAV and are or may be material:

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

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

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

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

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

The Management Agreement shall continue in full force and effect unless terminated by either party at any time upon ninety (90) days prior written notice to the other party or at any time if any party: (i) commits any material breach of the Management Agreement or commit persistent breaches of the Management Agreement which is or are either incapable of remedy or have not been remedied within thirty (30) days of the non-defaulting party serving notice requiring the remedying of the default; (ii) becomes incapable of performing its duties or obligations under the Management Agreement due to any change in law or regulatory practice; (iii) is unable to pay its debts as they fall due or otherwise becomes insolvent or enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; (iv) is the subject of a petition for the appointment of an examiner, administrator, trustee, official assignee or similar officer to it or in respect of its affairs or assets; (v) has a receiver appointed over all or any substantial part of its undertaking, assets or revenues; (vi) is the subject of an effective resolution for the winding up (except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party); (vii) is the subject of a court order for its winding up or liquidation; or (viii) ceases to be appropriately regulated in the jurisdiction of its registered office for the proper performance of the Management Agreement.

Please also refer to the heading entitled **Manager** for further details.

40.1 The Investment Management Agreement between the Manager, the ICAV and the Investment Manager provides that the appointment of the Investment Manager as investment manager will continue in force unless and until terminated by any party to the Investment Management Agreement giving not less than 90 days' notice in writing, although in certain circumstances the agreement may be terminated forthwith by notice in writing by with party to the other. Under this agreement, the Investment Manager shall not be liable to the Manager or any Shareholders or otherwise for any error of judgment or loss suffered by the Manager or any such Shareholder in connection with the performance by the Investment Manager of its obligations and duties under the Investment Management Agreement unless such loss arises from the fraud, negligence or wilful default in the performance by the Investment Manager or persons designated by it of its obligations or duties under the agreement or breach of contract on the part of the Investment Manager or any of its agents or delegates or their agents.

Pursuant to the terms of the Investment Management Agreement the Manager has appointed the Investment Manager as a discretionary investment manager in respect of the Sub-Funds.

Please also refer to the heading entitled **Investment Manager** for further details.

40.2 The Distribution Agreement between the Manager, the ICAV and the Distributor provides that the appointment of the Distributor as distributor will continue in force unless and until terminated by any party to the Distribution Agreement giving not less than 90 days' notice in writing, although in certain circumstances the agreement may be terminated forthwith by notice in writing by one party to another. Under this agreement, the Distributor shall not be liable to the Manager or any Shareholders or otherwise for any error of judgment or loss suffered directly or indirectly by the Manager or any such Shareholder in connection with the Distribution Agreement unless such loss arises from the fraud, negligence or wilful default in the performance or non-performance by the Distributor or persons designated by it of its obligations or duties under the agreement or breach of contract on the part of the Distributor or any of its agents or delegates or their agents.

Pursuant to the terms of the Distribution Agreement the Manager has appointed the Distributor as a non-exclusive global distributor in respect of the Sub-Funds.

Please also refer to the heading entitled **Distributor** for further details.

40.3 The Depositary Agreement between the ICAV, the Manager and the Depositary. This agreement provides that the appointment of the Depositary shall continue until terminated by either party on not less than 90 days' prior written notice or earlier upon certain breaches, events or the insolvency of either party. The Depositary Agreement contains provisions governing the responsibility and limitations on the responsibility of the Depositary or persons designated by it of its obligations or duties under the Depositary Agreement and provides for their indemnification in certain circumstances, subject to exclusion in the case of negligent or intentional failure to perform their obligations under the Depositary Agreement.

Please also refer to the heading entitled **Depositary** for further details.

40.4 The Administration Agreement between the ICAV, the Manager and the Administrator. The Administration agreement provides that the appointment of the Administrator shall continue until terminated by either party on not less than 90 days' notice or earlier upon certain breaches or the insolvency of either party. In the absence of negligence, wilful default or fraud, the Administrator will not be liable for any loss arising as a result of the performance or non-performance by the Administrator of its obligations and duties under the agreement. The ICAV has agreed to indemnify the Administrator against direct losses suffered by the Administrator in the performance of its duties and obligations under agreement, except for losses arising out of the negligence, wilful default or fraud of the Administrator in the performance of its duties under the agreement.

Please also refer to the heading entitled **Administrator** for further details.

41 Miscellaneous

No commissions, discounts, brokerages or other special terms have been paid or granted or are payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Shares or loan capital of the ICAV.

41.1 Documents Available for Inspection

Copies of the following documents may be obtained from the ICAV and inspected at the registered office of the ICAV during usual business hours on weekdays, except Saturdays and public holidays:

- (i) the Prospectus (as amended and supplemented to) and the Supplements;
- (ii) the Instrument of Incorporation of the ICAV;
- (iii) the UCITS Regulations;
- (iv) the periodic reports most recently prepared and published by the ICAV;
- (v) the Central Bank UCITS Regulations; and
- (vi) when available, the latest audited financial statements of the ICAV.

Copies of the Instrument of Incorporation of the ICAV (and, after publication thereof, the periodic reports and accounts) may be obtained from the Administrator free of charge.

APPENDIX 1 – MARKETS

The Regulated Markets

Subject to the provisions of the UCITS Regulations and with the exception of permitted investments in unlisted securities, over-the-counter derivative instruments or in units of open-ended collective investment schemes, the ICAV will only invest in securities listed or traded on the following stock exchanges and regulated markets which meets with the regulatory criteria (regulated, operate regularly, be recognised and open to the public):

(i) any stock exchange which is:

located in any Member State of the European Union; or

located in any Member State of the European Economic Area (EEA) (Norway, Iceland and Liechtenstein); or

located in any of the following countries:

- Australia
- Canada
- Japan
- Hong Kong
- New Zealand
- Switzerland
- United States of America
- United Kingdom

(ii) any of the following stock exchanges or markets:

Argentina	-	Bolsa de Comercio de Buenos Aires
Argentina	-	Bolsa de Comercio de Cordoba
Argentina	-	Bolsa de Comercio de Rosario
Bahrain	-	Bahrain Stock Exchange
Bangladesh	-	Dhaka Stock Exchange
Bangladesh	-	Chittagong Stock Exchange
Botswana	-	Botswana Stock Exchange
Brazil	-	Bolsa de Valores do Rio de Janeiro
Brazil	-	Bolsa de Valores de Sao Paulo
Chile	-	Bolsa de Comercio de Santiago
Chile	-	Bolsa Electronica de Chile
Chile	-	Bolsa de Valparaiso
Peoples' Rep. of China	-	Shanghai Stock Exchange
	-	Shenzhen Stock Exchange
Colombia	-	Bolsa de Bogota
Colombia	-	Bolsa de Medellin
Colombia	-	Bolsa de Occidente
Egypt	-	Alexandria Stock Exchange
Egypt	-	Cairo Stock Exchange

Ghana	-	Ghana Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Delhi Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
Indonesia	-	Jakarta Stock Exchange
Indonesia	-	Surabaya Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Jordan	-	Amman Financial Market
Kazakhstan (Rep. Of)	-	Central Asian Stock Exchange
Kazakhstan (Rep. Of)	-	Kazakhstan Stock Exchange
Kenya	-	Nairobi Stock Exchange
Kuwait	-	Kuwait Stock Exchange
Malaysia	-	Kuala Lumpur Stock Exchange
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Mexico	-	Mercado Mexicano de Derivados
Morocco	-	Societe de la Bourse des Valeurs de Casablanca
New Zealand	-	New Zealand Stock Exchange
Nigeria	-	Nigerian Stock Exchange
Pakistan	-	Islamabad Stock Exchange
Pakistan	-	Karachi Stock Exchange
Pakistan	-	Lahore Stock Exchange
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Qatar	-	Qatar Stock Exchange
Singapore	-	Singapore Stock Exchange
South Africa	-	Johannesburg Stock Exchange
South Africa	-	South African Futures Exchange
South Africa	-	Bond Exchange of South Africa
South Korea	-	Korea Stock Exchange/KOSDAQ Market
Sri Lanka	-	Colombo Stock Exchange
Taiwan		
(Republic of China)	-	Taiwan Stock Exchange Corporation
Taiwan		
(Republic of China)	-	Gre Tai Securities Market
Taiwan		
(Republic of China)	-	Taiwan Futures Exchange
Thailand	-	Stock Exchange of Thailand

Thailand	-	Market for Alternative Investments
Thailand	-	Bond Electronic Exchange
Thailand	-	Thailand Futures Exchange
Tunisia	-	Bourse des Valeurs Mobilieres de Tunis
Turkey	-	Istanbul Stock Exchange
Turkey	-	Turkish Derivatives Exchange
UAE	-	Abu Dhabi Securities Exchange
UAE	-	Dubai Financial market
UAE	-	NASDAQ Dubai
Ukraine	-	Ukrainian Stock Exchange
Uruguay	-	Bolsa de Valores de Montevideo
Uruguay	-	Bolsa Electronica de Valores del Uruguay SA
Vietnam	-	Hanoi Stock Exchange
Vietnam	-	Ho Chi Minh Stock Exchange
Zambia	-	Lusaka Stock Exchange

(iii) any of the following markets:

Moscow Exchange;

the market organised by the International Capital Market Association;

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

The over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;

NASDAQ in the United States;

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

The over-the-counter market in the United States regulated by the National Association of Securities Dealers Inc. (also described as the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);

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

NASDAQ Europe (is a recently formed market and the general level of liquidity may not compare favourably to that found on more established exchanges);

the over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada.

SESDAQ (the second tier of the Singapore Stock Exchange.)

(iv) All derivatives exchanges on which permitted FDIs may be listed or traded:

in a Member State or the United Kingdom;

in a Member State in the European Economic Area to include European Union, Norway and Iceland;

in the United States of America, on the

- Chicago Board of Trade;
- Chicago Board Options Exchange;
- Chicago Mercantile Exchange;
- Eurex US;
- New York Futures Exchange;
- New York Board of Trade;
- New York Mercantile Exchange;

in China, on the Shanghai Futures Exchange;

in Hong Kong, on the Hong Kong Futures Exchange;

in Japan, on the

- Osaka Securities Exchange;
- Tokyo International Financial Futures Exchange;
- Tokyo Stock Exchange;

in New Zealand, on the New Zealand Futures and Options Exchange;

in Singapore, on the

- Singapore International Monetary Exchange;
- Singapore Commodity Exchange.

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

APPENDIX 2 – LIST OF SUB-CUSTODIAL AGENTS OF DEPOSITARY

Market	Sub-Custodian
Australia	HSBC Bank Australia Limited
Austria	HSBC Continental Europe S.A., Germany
Bahrain	HSBC Bank Middle East Ltd, Bahrain
Bangladesh	The Hongkong and Shanghai Banking Corporation Limited, Bangladesh
United Kingdom	Bank of New York Mellon London Branch
Belgium	BNP Paribas S.A.
Belgium	Euroclear Bank SA/NV
Benin	Societe Generale Cote d'Ivoire
Botswana	Standard Chartered Bank Botswana Ltd
Brazil	BNP Paribas Brasil S.A.
Brazil	Banco Bradesco S.A
Bulgaria	UniCredit Bulbank AD
Burkina Faso	Societe Generale Cote d'Ivoire
Canada	Royal Bank of Canada
Chile	Banco Santander Chile
China	Citibank (China) Co Ltd
China	HSBC Bank (China) Company Limited
China	Bank of Communications Co., Ltd.
China	China Construction Bank Corporation
Columbia	Santander CACEIS Colombia S.A., Sociedad Fiduciaria
Costa Rica	Banco Nacional de Costa Rica
Croatia	Privredna Banka Zagreb d.d.
Cyprus	BNP Paribas S.A. Athens branch
Czech Republic	Ceskoslovenska Obchodni Banka, AS
Denmark	Skandinaviska Enskilda Banken AB (publ), Copenhagen Branch
Egypt	HSBC Bank Egypt SAE
Estonia	AS SEB Pank
Finland	Skandinaviska Enskilda Banken AB (publ), Helsinki Branch
France	BNP Paribas S.A.
France	CACEIS Bank France
German	HSBC Continental Europe S.A., Germany
Ghana	Stanbic Bank Ghana Ltd
Greece	BNP Paribas S.A Athens branch
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited, Hong Kong
Hungary	UniCredit Bank Hungary Zrt
Iceland	Landsbankinn h.f.
India	The Hongkong and Shanghai Banking Corporation Limited, India
Indonesia	PT Bank HSBC Indonesia
Ireland	HSBC Bank Plc, UK (HBEU)
Israel	Bank Leumi Le-Israel BM
Italy	BNP Paribas S.A.
Ivory Coast	Societe Generale Cote d'Ivoire
Japan	The Hongkong & Shanghai Banking Corporation Limited, Japan
Jordan	Bank of Jordan

Kenya	Stanbic Bank Kenya Limited
Kuwait	HSBC Bank Middle East Ltd, Kuwait Branch
Latvia	AS SEB Banka
Lithuania	AB SEB Bankas
Luxembourg	Clearstream Banking S.A.
Malaysia	HSBC Bank Malaysia Berhad
Mali	Societe Generale Cote d'Ivoire
Mauritius	The Hongkong and Shanghai Banking Corporation Limited, Mauritius
Mexico	Banco S3 Caceis Mexico, S.A., Institución de Banca Múltiple
Morocco	Citibank Maghreb S.A.
Netherlands	BNP Paribas S.A.
New Zealand	The Hongkong and Shanghai Banking Corporation Limited, New Zealand
Niger	Societe Generale Cote d'Ivoire
Norway	Skandinaviska Enskilda Banken AB (publ) Oslofilialen
Oman	HSBC Bank Middle East Ltd. Oman Branch
Pakistan	Citibank NA
Palestine	Bank of Jordan Plc, Palestine Branch
Peru	Citibank Del Peru
Philippines	The Hongkong and Shanghai Banking Corporation Limited, Philippines
Poland	Bank Polska Kasa Opieki S.A.
Poland	Societe General SA, Branch in Poland
Portugal	BNP Paribas S.A.
Qatar	HSBC Bank Middle East Ltd, Qatar Branch
Romania	Citibank Europe plc, Dublin - Romania Branch
Saudi Arabia	HSBC Saudi Arabia Limited
Senegal	Societe Generale Côte d'Ivoire
Serbia	UniCredit Bank Srbija A.D.
Singapore	The Hongkong and Shanghai Banking Corporation Limited, Singapore
Slovakia	Ceskoslovenska Obchodna Banka AS
Slovenia	UniCredit Banka Slovenija DD
South Africa	Standard Bank of South Africa Limited
South Africa	The Hongkong and Shanghai Banking Corporation Limited, South Korea
Spain	BNP Paribas S.A.
Sri Lanka	The Hongkong and Shanghai Banking Corporation Limited, Sri Lanka
Sweden	Skandinaviska Enskilda Banken AB (publ)
Switzerland	Credit Suisse (Switzerland) Ltd, Switzerland
Taiwan	HSBC Bank (Taiwan) Limited
Tanzania	Standard Chartered Bank (Mauritius) Ltd, Tanzania
Thailand	The Hongkong and Shanghai Banking Corporation Limited, Thailand
Togo	Societe Generale Côte d'Ivoire
Tunisia	Union Internationale de banques, Tunisia
Turkey	Turk Ekonomi Bankasi A.S.
Uganda	Stanbic Bank Uganda Limited
United Arab Emirates	HSBC Bank Middle East Ltd, UAE
United States of America	HSBC Bank Plc, UK (HBEU)
United States of America	HSBC Bank USA, N.A.
Vietnam	HSBC Bank (Vietnam) Ltd
Hong Kong	HSBC Institutional Trust Services (Asia) Ltd

Luxembourg	JPM, Luxembourg
Luxembourg	UBS Switzerland AG