

**IMPORTANT: IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISER.**

Apex Fundrock Ltd, the Manager of the MI Brompton UK Recovery Unit Trust, is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained herein does not contain any untrue or misleading statement or omit any matters required by The Collective Investment Schemes Sourcebook to be included in it. Apex Fundrock Ltd accepts responsibility accordingly.

Prospectus  
prepared in accordance with the Collective Investment Schemes Sourcebook

for

**MI Brompton UK Recovery Unit Trust  
("the Fund")**

**("MI" and "MI Funds" are trading names of the Manager)**

This Prospectus is valid  
as at and dated 13 February 2024

Copies of this Prospectus have been sent to the Financial Conduct Authority and the Trustee.

No person has been authorised by the Manager to give any information or to make any representations in connection with the offering of Units other than those contained in the Prospectus and, if given or made, such information or representations must not be relied on as having been made by the Manager. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of Units shall not, under any circumstances, create any implication that the affairs of the Fund have not changed since the date hereof.

The distribution of this Prospectus and the offering of Units in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Units have not been and will not be registered in the United States of America under any applicable legislation. They may not be offered or sold in the United States of America, any state of the United States of America or in its territories and possessions or offered or sold to US persons. The Manager has not been and will not be registered in the United States of America under any applicable legislation.

Units in the Fund are not listed on any investment exchange.

Potential investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any other matters and are recommended to consult their own professional advisers concerning the acquisition, holding or disposal of Units.

The provisions of the Trust Deeds are binding on each of their Unitholders (who are taken to have notice of them).

This Prospectus has been approved for the purpose of section 21 of the Financial Services and Markets Act 2000 by Apex Fundrock Ltd.

This Prospectus is based on information, law and practice at the date hereof. The Manager cannot be bound by an out of date Prospectus when it has issued a new Prospectus and investors should check with the Manager that this is the most recently published Prospectus.

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*This document is important and you should read all the information contained in it. If you are in any doubt as to the meaning of any information contained in this document you should consult your Financial Adviser.*

## 1. DEFINITIONS

<b>“the Act”</b>	the Financial Services and Markets Act 2000.
<b>“the Collective Investment Schemes Sourcebook” or “COLL”</b>	the Collective Investment Schemes Sourcebook made by the FCA pursuant to the Act, as amended from time to time.
<b>“Conversion”</b>	the conversion of Shares in one Class in a Sub-Fund to Shares of another Class in the same Sub-Fund and “Convert” shall be construed accordingly.
<b>“CRS”</b>	the common reporting standard as developed and approved by the OECD in 2014 and implemented in the UK by the International Tax Compliance Regulations 2015 with effect from 1 January 2016.
<b>“Custodian”</b>	The Northern Trust Company, London Branch.
<b>“Data Protection Laws”</b>	the Data Protection Act 2018, Regulation (EU) 2016/679 as implemented into UK law (“ <b>UK GDPR</b> ”) and other data protection legislation to the extent binding within the UK from time to time;  and references to “ <b>controller</b> ”, “ <b>personal data</b> ”, and “ <b>processor</b> ” shall have the meanings set out in and will be interpreted in accordance with such laws.
<b>“Dealing Day”</b>	Monday to Friday except for bank holidays in England and Wales and any other days declared by the Manager to be a non-Dealing Day and other days at the Manager’s discretion.
<b>“Depository”</b>	The Trustee in its capacity as Depository for the purpose of the UCITS Directive, to whom is entrusted the safekeeping of all the Fund Property, being Northern Trust Investor Services Limited, or such other entity as is appointed to act as Depository of the Fund from time to time.
<b>“Director” or “Directors”</b>	the directors of the Fund from time to time (including the Manager);
<b>“EEA State”</b>	the member states of the European Economic Area.
<b>“Efficient Portfolio Management”</b>	techniques and instruments which relate to transferable securities and approved money-market instruments and 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 scheme with a risk level which is consistent with the risk profile of the scheme and the risk diversification rules laid down in COLL.

<b>“FCA”</b>	Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN.
<b>“FFI”</b>	Foreign Financial Institution as defined in the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, signed on 12 September 2012;
<b>“the Fund”</b>	the MI Brompton UK Recovery Unit Trust.
<b>“the FCA Rules”</b>	the rules contained in the COLL Sourcebook published by the FCA as part of the Handbook of rules made under the Act which shall, for the avoidance of doubt, not include guidance or evidential requirements contained in the said sourcebooks.
<b>“Fund Property”</b>	the property of the Fund.
<b>“HMRC”</b>	HM Revenue and Customs, the UK tax authority.
<b>“ICO”</b>	<b>The Information Commissioner’s Office</b> , the UK’s data protection authority for the purposes of Data Protection Laws;
<b>“Home State”</b>	has the meaning given to that term in the Glossary to the FCA Handbook.
<b>“the Investment Manager”</b>	Brompton Asset Management Limited
<b>“IOSCO”</b>	the International Organisation of securities Commissions.
<b>“IRS”</b>	Internal Revenue Service, the US tax authority.
<b>“the Manager”</b>	Apex Fundrock Ltd (“MI” and “MI Funds” are trading names of the Manager) .
<b>“MiFID II”</b>	the legislative framework known as MiFID II as implemented in the UK.
<b>“OECD”</b>	the Organisation for Economic Co-operation and Development.

<b>“the Trust Deed”</b>	the trust deed constituting the Fund as amended by any supplemental deeds. “Trust Deeds” shall be construed accordingly.
<b>“PRA”</b>	Prudential Regulation Authority 20 Moorgate London, EC2R 6DA.
<b>“Scheme Property”</b>	the scheme property of the Fund required under the COLL Sourcebook to be given for safekeeping to the Depository.
<b>“SDRT”</b>	stamp duty reserve tax.
<b>“the Trustee”</b>	Northern Trust Investor Services Limited.
<b>“UCITS Directive”</b>	has the meaning given to that term in the Glossary to the FCA Handbook.
<b>“UCITS scheme”</b>	has the meaning given to that term in the Glossary to the FCA Handbook.
<b>“UK UCITS scheme”</b>	a UK UCITS as defined in the Glossary of definitions in the FCA Handbook.
<b>“Unit”</b>	an income or an accumulation unit in a class of units in the Fund.
<b>“Unitholder”</b>	a holder of Units.
<b>“Valuation Point”</b>	the point, whether on a periodic basis or for a particular valuation, at which the Manager carries out a valuation of the Fund Property for the purpose of determining the price at which Units of a Class may be issued, cancelled or redeemed.

## 2. **MANAGEMENT AND ADMINISTRATION**

### (A) **REGULATORY STATUS**

The Manager and the Trustee are authorised and regulated by the Financial Conduct Authority.

### (B) **MANAGER**

#### **Apex Fundrock Ltd**

The Manager is Apex Fundrock Ltd which is a company limited by shares incorporated in England and Wales on 18 May 2007.

#### **Registered Office and Head Office:**

Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

#### **Share Capital:**

£2,075,000 (issued and paid up)

#### **Names of Directors and**

A C Deptford

<b>any significant business activities not connected with the business of the Manager</b>	P J Foley-Brickley I T Oddy C O'Keeffe D Phillips* J Thompson*
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\* Independent Non-Executive Director.

No director is engaged in any significant business activity not connected with the business of the Manager or other Apex Fundrock Ltd subsidiaries.

**Ultimate Holding Company:** Apex Group Ltd, a company incorporated in Bermuda.

The Manager is responsible for managing and administering the Fund's affairs in compliance with the FCA Rules.

The Manager is responsible for acting as registrar. The Manager may act as an authorised Unit Trust manager or authorised corporate director to other clients and funds and to companies in which the Fund may invest. It may also delegate its activities and retain the services of another person to assist in its functions.

#### (C) **THE INVESTMENT MANAGER**

The investment manager to the Fund is Brompton Asset Management Limited (the "Investment Manager"). The Investment Manager is authorised and regulated by the FCA under the registration number 942254.

The Investment Manager's registered office is 1 Knightsbridge Green, London SW1X 7QA.

The sole activity of the Investment Manager is investment management and related activities. The Investment Manager is authorised to deal on behalf of the Fund.

The Investment Manager has full discretionary powers over the investment of the property of the Fund subject to the overall responsibility and right of veto of the Manager. The Investment Manager's Agreement may be terminated on 6 months' written notice by the Investment Manager or the Manager. Under the Investment Manager's Agreement the Manager provides indemnities to the Investment Manager (except in the case of any matter arising as a direct result of its fraud, negligence, default or bad faith). The Manager may be entitled under the indemnities in the Management Agreement to recover from the Fund amounts paid by the Manager under the indemnities in the Investment Manager's Agreement.

#### (D) **THE TRUSTEE AND CUSTODIAN**

**Name and Corporate form** The Trustee of the Scheme is Northern Trust Investor Services Limited, a private limited company, incorporated on 29 April 2020 with company number 12578024. Its registered office and principal place of business is at 50 Bank Street, London E14 5NT.

**Ultimate Holding Company** The Trustee's ultimate holding Company is Northern Trust Corporation, a company which is incorporated in the State of Delaware, United States of America, with its headquarters at 50 South La Salle Street, Chicago, Illinois.

**Principal business activity** Banking

**Authorisation**

Authorised and regulated by the FCA

**Duties of the Depositary**

The Trustee is responsible for the safekeeping of all the Scheme Property of the Fund and must ensure that the Fund is managed in accordance with the Trust Deed and the provisions of the COLL Sourcebook relating to the pricing of, and dealing in, Shares and relating to the income and the investment and borrowing powers of the Fund. The Trustee is also responsible for monitoring the cash flows of the Fund, and must ensure that certain processes carried out by the Manager are performed in accordance with the FCA Handbook, this Prospectus and the Trust Deed.

**Delegation of Safekeeping Functions**

Subject to the Regulations, the Trustee has full power under the Depositary Agreement (see Terms of Appointment below) to delegate (and authorise its delegate to sub-delegate) any part of its safekeeping duties as Trustee. As a general rule, where the Trustee delegates any of its custody functions to a delegate, the Trustee will remain liable for any losses suffered as a result of an act or omission of the delegate as if such loss had arisen as a result of an act or omission of the Trustee. The use of clearing or settlement systems or order routing systems, does not constitute a delegation by the Trustee of its functions.

As at the date of this Prospectus, the Trustee has delegated custody services to The Northern Trust Company, London Branch (the "Custodian"). The Custodian has sub-delegated custody services to sub-custodians in certain markets in which the Fund may invest. A list of sub-custodians is given in Appendix G. Investors should note that the list of sub-custodians is updated only at each Prospectus review.

**Updated Information**

Up to date information regarding (i) the Trustee's name, (ii) the description of its duties and any conflicts of interest that may arise between the Fund, the Unitholders or the Manager and the Trustee, and (iii) the description of any safekeeping functions delegated by the Trustee, the description of any conflicts of interest that may arise from such delegation, and the list showing the identity of each delegate and sub-delegate, will be made available to Unitholders on request.

**Terms of Appointment**

The appointment of the Trustee has been made under an agreement (as amended and novated from time to time) between the Manager and the Trustee (the "Depositary Agreement").

The Depositary Agreement is terminable on receipt of six months' written notice given by either party. The Trustee may not retire voluntarily except on the appointment of a new depositary.

The Depositary Agreement contains provisions indemnifying the Trustee and limiting the liability of the Trustee in certain circumstances.

The Trustee and the Custodian are entitled to receive remuneration out of the Scheme Property of the Fund as explained in section 10 below.



## **Depositary – Conflicts of interest**

### *General*

The Trustee may act as the depositary of other investment funds and as trustee or custodian of other collective investment schemes.

It is possible that the Trustee and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the Fund or a particular Fund and/or other funds managed by the Manager or other funds for which the Trustee acts as the depositary, trustee or custodian.

There may also be conflicts arising between the Trustee and the Fund, the Unitholders or the Manager. In addition, the Trustee also has a regulatory duty when providing the Services to act solely in the interests of Unitholders and the Fund. In order to comply with this requirement, the Trustee may in some instances be required to take actions in the interests of Unitholders and the Fund where such action may not be in the interests of the Manager.

### *Affiliates*

From time to time conflicts may arise from the appointment by the Trustee of any of its delegates, as applicable.

The Trustee, and any other delegate, is required to manage any such conflict having regard to the FCA Rules and its duties under the Trustee Agreement.

The Trustee will ensure that any such delegates or sub-delegates who are its affiliates are appointed on terms which are not materially less favourable to the Fund than if the conflict or potential conflict had not existed. The Custodian and any other delegate are required to manage any such conflict having regard to the FCA Handbook and its duties to the Trustee and the Manager.

### *Conflicting commercial interest*

The Trustee (and any of its affiliates) may effect, and make a profit from, transactions in which the Trustee (or its affiliates, or another client of the Trustee or its affiliates) has (directly or indirectly) a material interest or a relationship of any description and which involves or may involve a potential conflict with the Trustee's duty to the Fund.

This includes circumstances in which the Trustee or any of its affiliates or connected persons: acts as market maker in the investments of the Fund; provides broking services to the Fund and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Fund; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of the Fund; or earns

profits from or has a financial or business interest in any of these activities.

*Management of conflicts*

The Trustee has a conflict of interest policy in place to identify, manage and monitor on an on-going basis any actual or potential conflict of interest. The Trustee has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Trustee issues to be properly identified, managed and monitored.

**Depositary –  
Data Protection**

Northern Trust's EMEA Data Privacy Notice sets out how the Trustee will process Unitholders' personal information as a data controller where these details are provided to it in connection with Unitholders' investment in the Fund.

Northern Trust's EMEA Data Privacy Notice may be updated from time to time and readers should confirm that they hold the latest version which can be accessed at [www.northerntrust.com/united-kingdom/privacy/emea-privacy-notice](http://www.northerntrust.com/united-kingdom/privacy/emea-privacy-notice).

Any Unitholder who provides the Manager and its agents with personal data about another individual (such as a joint investor), must show Northern Trust's EMEA Data Privacy Notice to those individuals.

(E) **THE REGISTRAR**

**Name** Apex Fundrock Ltd  
**Address** Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

The Fund has appointed Apex Fundrock Ltd to maintain the Register of Unitholders. The Register may be inspected at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY during normal office hours.

(F) **UNITHOLDER ADMINISTRATOR**

**Name** Apex Fundrock Ltd  
**Address** Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

The Manager has appointed Apex Fundrock Ltd to carry out certain unitholder administration services.

(G) **THE AUDITOR**

**Name** Grant Thornton UK LLP  
**Address** 30 Finsbury Square, London EC2A 1AG

(H) **FUND ACCOUNTING AND PRICING**

**Name** Apex Fundrock Ltd  
**Address** Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

The Manager appointed Apex Fundrock Ltd to carry out certain administration, fund accounting and pricing functions. The Manager is authorised to carry on investment business in the United Kingdom. The fees of Apex Fundrock Ltd are paid by the Fund.

(I) **STOCKLENDING**

**Name** The Northern Trust Company (London Branch)  
 The Trustee has appointed The Northern Trust Company (London Branch) to act as Stocklending Manager for the Fund. Subject to appropriate controls imposed by the Trustee, all relevant laws, the FCA Rules, this Prospectus and the Trust Deeds, the Stocklending Manager will have the discretion to take day to day decisions in relation to the Stocklending of the Fund, without prior reference to the Trustee. The terms of the agreement under which securities are to be reacquired by the Fund must be in a form which is acceptable to the Trustee and in accordance with good market practice.

(J) **CONFLICTS OF INTEREST**

The Manager and the Investment Manager (and other companies within the Brompton Asset Management Group LLP) may, from time to time, act as investment managers or advisers to other schemes, funds or Fund which follow similar investment objectives to those of the Fund. It is therefore possible that the Manager and/or the Investment Manager may in the course of their business have potential conflicts of interest with the Fund. The Manager, however, has regard in such event to its obligations under the Trust Deed and, in particular, to its obligation to act in the best interests of the Fund so far as practicable, having regard to its obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise.

The Trustee may act as the depositary of other open-ended investment companies and as trustee or custodian of other collective investment schemes, for further details please see section D above.

The Fund may hold shares in the ultimate holding company of the Manager.

3. **THE CONSTITUTION**

**General**

The Fund is an authorised unit trust scheme and UK UCITS scheme operating under Chapter 5 of COLL. The Fund qualifies for certification under the UCITS Directive. The base currency of the Fund is sterling. All Units issued are denominated in pence sterling.

Unitholders are not liable for the debts of the Fund. Unitholders are not liable to make any further payment after they have paid the price on the purchase of Units.

Several classes of Unit may be issued in respect of the Fund. The Fund currently issue the classes of Unit described below.

Where any changes are proposed to be made to the Fund the Manager will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. If the change is regarded as fundamental, unitholder approval will be required. If the change is regarded as significant, 60 days' prior written notice will be given to Unitholders. If the change is regarded as notifiable, Unitholders will receive suitable notice of the change. Some changes will not be fundamental, significant or notifiable.

#### 4. **FUND SPECIFIC DETAILS**

##### **MI Brompton UK Recovery Unit Trust**

This Fund was established on 5 September 2006 and authorised by the FCA on 6 September 2006 with Product Reference Number 456274.

<b>Investment objective</b>	To achieve capital growth.
<b>Investment policy</b>	<p>The Fund will invest principally in the securities of UK companies quoted on the London Stock Exchange that are experiencing difficult trading or that have growth prospects that are not duly recognised by the market.</p> <p>In addition to ordinary shares the Fund may also invest in fixed interest securities, preference shares, debt securities convertible to ordinary stock, money market instruments, deposits and any other permitted asset type deemed appropriate to meet the investment objective. The Fund may also invest outside the UK.</p>
<b>Permitted Type of assets</b>	<p>Transferable securities Units in Collective Investment Schemes Approved money market instruments Derivatives and forward foreign exchange contracts Deposits Cash and Near Cash</p> <p><b>Derivatives and forward foreign exchange contracts may be used for the purposes of Efficient Portfolio Management only and cash and near cash will be used for the purposes of redemptions and Efficient Portfolio Management only. It is not anticipated that the use of derivatives for these purposes will alter the risk profile of the Fund.</b></p>
<b>Benchmark information</b>	<p>The Manager assesses the performance of the Fund against the performance of the UK listed equity market. The benchmark that the Manager uses as representative of the UK listed equity market is the Datastream Global Equity Index: UK Total Market (the "Index"). The Index is an appropriate comparator because it provides a broad overview of the performance of the UK listed equity market which is the Fund's principal investment focus, and in particular, reflects the Fund's flexibility to invest in shares of any market capitalisation.</p>
<b>Type of Units Available</b>	Class A Accumulation Units.
<b>Income Equalisation</b>	No

## 5. **PROFILE OF INVESTOR**

**Profile of typical investor** The Fund is marketable to all retail investors, provided investment is considered medium to long term.

## 6. **INVESTMENT POWERS AND LIMITS**

The Fund's investment powers and limits are set out at Appendix C and which will be applied in accordance with the Fund's investment objective and policy as set out in section 4.

## 7. **BUYING AND REDEEMING UNITS**

The dealing office of the Manager is open from 8.30 a.m. until 4.30 p.m. on each Dealing Day to receive requests for the purchase or redemption of Units.

### (A) **BUYING UNITS**

#### **Procedure:**

Units may be bought directly from the Manager or through your professional adviser or other intermediary. An intermediary who deals on your behalf in the Fund may be entitled to receive commission from the Manager.

Units can be bought either by sending a completed application form to the Manager at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY, or, under certain circumstances, by telephoning the Manager on 0345 026 4288, Fax: 0845 280 2416 or such other number as published from time to time. The Manager reserves the right to refuse telephone applications. Application forms may be obtained from the Manager. In addition, the Manager may from time to time make arrangements to allow Units to be bought on-line or through other communication media. There are currently no such arrangements in place.

The Manager has the right to reject, on reasonable grounds, any application for Units in whole or part, and in this event the Manager will return any money sent, or the balance of such monies, at the risk of the applicant.

The Manager, at its discretion, has the right to cancel a purchase deal if settlement is materially overdue and any loss arising on such cancellation shall be the liability of the applicant. For postal applications payment in full must accompany the instruction. At the Manager's discretion, payment for large purchases of Units may be made by telegraphic transfer.

Units will be issued at a price calculated by reference to the next Valuation Point following receipt of the application.

The Manager may charge £50 each time a trade is not fulfilled by the end of the business day on the settlement date. The Manager also reserves the right to apply interest charges at 4% above the Bank of England Base Rate on the value of any settlement not received by the end of the

business day on the settlement date and thereafter. No interest will be paid on funds held prior to investment. Units that have not been paid for cannot be redeemed.

**Documents the buyer will receive:**

A contract note giving details of the number and price of Units bought will be issued no later than the end of the business day following the later of receipt of the application to buy Units and the Valuation Point by reference to which the price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

An order for the purchase of Units will only be deemed to have been accepted by the Manager once it is in receipt of cleared funds for the investment. If settlement is not made within a reasonable period, then the Manager has the right to cancel any Units issued in respect of the application and recover any shortfall.

Certificates will not be issued in respect of Units. Ownership of Units will be evidenced by an entry on the Register of Unitholders. Notifications in respect of periodic income distributions on Units will show the number of Units held by the Unitholder on which the income distribution is being made. Individual statements of a Unitholder's Units (or, where Units are jointly held, the first named holder's) will be issued automatically as at 31 March, 30 June, 30 September and 31 December of each year. Ad-hoc valuation statements may also be issued upon request by the registered Unitholder. The Manager reserves the right to make a charge for any ad-hoc valuation statements issued.

**Minimum Subscription and Holdings:**

The minimum initial investment in Class A in the Fund is £250,000 and the minimum subsequent investment is £75,000.

The minimum value of Units which any one person may hold in Class A in the Fund is £75,000.

The Manager may at its discretion in what it considers to be special circumstances accept subscriptions and/or holdings lower than the minimum amount(s) or to waive or reduce the initial charge.

If following a redemption a holding should fall below the minimum holding, the Manager has the discretion to require redemption of that Unitholder's entire holding.

**Market Timing**

The Manager may refuse to accept a new investment if, in the opinion of the Manager, it has reasonable grounds for refusing to accept an investment. In particular, the Manager may exercise this discretion if it reasonably believes the Unitholder has been or intends to engage in market timing activities.

For these purposes, market timing activities include investment techniques which involve short term trading in and out of Units generally to take advantage of variations in the price of Units between the daily Valuation Points of the Fund. Short term trading of this nature may often be detrimental to long term Unitholders, in particular the frequency of dealing may lead to additional dealing costs which can affect long term performance.

Investments may be made into the Fund via nominee or similar omnibus accounts. For the purposes of monitoring and detecting potential market timing activity, the Manager's responsibilities will be restricted to the registered legal holder of Units rather than any underlying beneficial holder. The Manager will co-operate in helping to deter any potential market timing activities that the registered legal holder has detected in his monitoring of his underlying beneficial holders.

**(B) REDEMING UNITS**

**Procedure:**

Every Unitholder has the right to require that the Fund redeem his Units on any Dealing Day unless the value of Units which a Unitholder wishes to redeem will mean that the Unitholder will hold Units with a value less than the required minimum holding, in which case the Unitholder may be required to redeem his entire holding.

Requests to redeem Units may be in writing to the Manager at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY, or by telephone on 0345 026 4288. The Manager reserves the right to refuse a telephone redemption request. In addition the Manager may from time to time make arrangements to allow Units to be redeemed on-line or through other communication media. There are currently no such arrangements in place.

The Units will be redeemed at a price calculated by reference to the next Valuation Point following receipt of the instruction to redeem.

The Manager in his discretion may permit redemption proceeds to be paid by telegraphic transfer and may impose a charge. Any request for a telegraphic transfer would be subject to the necessary money laundering and anti-fraud checks.

**Documents a redeeming Unitholder will receive:**

A contract note giving details of the number and price of Units redeemed will be sent to the redeeming Unitholder (or the first named Unitholder, in the case of joint Unitholders) no later than the end of the business day following the later of the request to redeem Units and the Valuation Point by reference to which the price is determined. At the Manager's discretion, the contract note will be accompanied by a form of renunciation for completion and execution by the Unitholder (or, in the case of a joint holding, by all the joint Unitholders). A cheque in satisfaction of the redemption monies will be issued by the close of business on the fourth business day after the later of (a) where issued, receipt by the Manager of the form of renunciation (or other sufficient written instructions) duly signed and completed by all the relevant Unitholders, together with any other appropriate evidence of title, and (b) the Valuation Point following receipt by the Manager of the request to redeem.

A cheque will be sent at the Unitholder's risk by first class post to the last address notified by the Unitholder to the Manager. It will be deemed to be received on the second day after posting. The Manager will not be responsible if the mailing is delayed except where as a result of the Manager's negligence. If the mailing goes astray or is intercepted the Manager reserves the right

to fully investigate what has happened and will have no obligation to remit a second payment to the Unitholder until satisfied with the results of the investigation.

Where the redemption proceeds are to be paid by telegraphic transfer, the Manager will make the payment to the bank account details last notified to the Manager. The redemption proceeds will be sent at the risk of the Unitholder and the Manager will not be responsible if the telegraphic transfer is delayed, unless this is as a result of the Manager's negligence.

### **Minimum redemption:**

Unitholders may redeem part of their holding, however the Manager reserves the right to refuse a redemption request if the value of the Units to be redeemed is less than £75,000.

### **Dealing Charges**

The price per Unit at which Units are bought or redeemed is the Net Asset Value per Unit. Any initial charge or redemption charge is payable in addition to the price. A SDRT provision may also be levied in addition to the price on the purchase or redemption of Units.

### **Initial charge:**

The Manager may impose a charge on the purchase of Units. The current initial charge for Class A Units of the Fund is 10%. The initial charge is a percentage of the gross subscription amount from a potential Unitholder.

The Manager will not increase the initial charge for the Fund unless in accordance with the regulation.

### **Redemption Charge:**

The Manager may make a charge on the redemption of Units. No redemption charge is currently imposed.

The Manager may not introduce a redemption charge unless a revised Prospectus has been made available to reflect the introduction and the date of its commencement. Any redemption charge introduced will apply only to Units sold since its introduction but not to Units previously issued.

### **Client Money:**

Monies received into client money accounts will not incur interest.

## **(C) MONEY LAUNDERING AND FRAUD PREVENTION**

As a result of legislation in force in the United Kingdom to prevent money laundering, the Manager is responsible for compliance with money laundering regulations. In addition the Manager may carry out fraud prevention checks. Details of the procedures and requirements are set out in the Investor Terms and Conditions of the Fund. Until satisfactory proof of identity is provided or any other requirements are met, the Manager reserves the right to refuse to issue Units, pay the proceeds of a redemption of Units, or pay income on Units to the investor. Further, if additional administration is required to complete the registration of an investment as a



result of the anti-money laundering or fraud prevention checks and procedures, the Manager reserves the right to make an administration charge in connection with the same.

**(D) LATE SETTLEMENT**

If the purchase monies for Units are received late, the Manager reserves the right to make an administration charge and/or at its sole discretion cancel the purchase of the Units and recover any shortfall.

**(E) TRANSFERS**

Unitholders are entitled to transfer their Units to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the Manager for this purpose. Completed instruments of transfer must be returned to the Manager in order for the transfer to be registered by the Manager. The Manager may refuse to register a transfer unless an amount equivalent to the applicable SDRT has been paid.

Unitholders may not effect transfer of title to units on the authority of an electronic communication.

**(F) RESTRICTIONS, COMPULSORY TRANSFER, REDEMPTION AND CONVERSION**

The Manager may from time to time impose such restrictions as it may think necessary for the purpose of ensuring that no Units are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in a Fund incurring any liability to taxation which a Fund is not able to recoup itself or suffering any other adverse consequence. In this connection, the Manager may, inter alia, reject in its discretion any application for the purchase, redemption, transfer or switching of Units.

If it comes to the notice of the Manager that any Units ("affected Units"):

- (i) are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
- (ii) would result in the Fund incurring any liability to taxation which the Fund would not be able to recoup itself or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or
- (iii) are held in any manner by virtue of which the Unitholder or Unitholders in question is/are not qualified to hold such Units or if it reasonably believes this to be the case; or
- (iv) are owned by a Unitholder who is registered in a jurisdiction (where the Fund is not registered or recognised by the relevant competent authority) whereby communication with that Unitholder by the Manager, on behalf of the Fund, might

constitute a breach of the regulations in that jurisdiction (unless specific action is taken by the Manager to prevent such a communication constituting a breach);

the Manager may give notice to the Unitholder(s) of the affected Units requiring the transfer of such Units to a person who is qualified or entitled to own them or that a request in writing be given for the redemption of such Units in accordance with the Collective Investment Schemes Sourcebook. If any Unitholder upon whom such a notice is served does not within 30 days after the date of such notice transfer his affected Units to a person qualified to own them or submit a written request for their redemption to the Manager or establish to the satisfaction of the Manager (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected Units, he shall be deemed upon the expiry of that 30 day period to have given a request in writing for the redemption or cancellation (at the discretion of the Manager) of all the affected Units.

A Unitholder who becomes aware that he is holding or owns affected Units shall immediately, unless he has already received a notice as set out above, either transfer all his affected Units to a person qualified to own them or submit a request in writing to the Manager for the redemption of all his affected Units.

Where a request in writing is given or deemed to be given for the redemption of affected Units, such redemption will (if effected) be effected in the same manner as provided for in the Collective Investment Schemes Sourcebook.

#### **(G) ISSUE OF UNITS IN EXCHANGE FOR IN SPECIE ASSETS**

The Manager may arrange for the Fund to issue Units in exchange for assets other than cash, but will only do so where the Manager and Trustee are satisfied that the Fund's acquisition of those assets in exchange for the Units concerned is not likely to result in any material prejudice to the interests of Unitholders.

The Manager will ensure that the beneficial interest in the assets is transferred to the Fund with effect from the issue of the Units.

The Manager will not issue Units in exchange for assets the holding of which would be inconsistent with the investment objective of the Fund.

#### **(H) IN SPECIE REDEMPTIONS**

Where a Unitholder requests redemption or cancellation of Units in value of not less than 3% of the value of the Fund as a whole, the Manager may, at its discretion, give written notice to the Unitholder before the proceeds of the redemption or cancellation would otherwise become payable that, in lieu of paying such proceeds in cash, the Manager will transfer to that Unitholder property attributable to the Fund having the appropriate value. Where such a notice is given, the Unitholder may, by written notice given to the Manager before the relevant property is transferred to the Unitholder, require the Manager to arrange for a sale of that property and the payment to the Unitholder of the net proceeds of that sale. The Manager's notice shall not be given later than the second business day following the redemption or cancellation request. The Unitholder's request shall not be given later than the fourth business day following the Manager's notice.

The Manager will select the property to be transferred in consultation with the Trustee. They must ensure that the selection is made with a view to achieving no more advantage or disadvantage to the Unitholder requesting the redemption than to the continuing Unitholders. Whether the property is transferred or sold there shall be deducted from it a cash amount which would have normally been borne by the Fund on a sale of the property.

**(I) DEFERRED REDEMPTION**

In times of high redemption, to protect the interests of continuing Unitholders, the Manager may defer all redemptions at any Valuation Point to the next Valuation Point where requested redemptions exceed 10% of the Fund's value. This will allow the Manager to match the sale of the Fund Property to the level of redemptions, thereby reducing the impact of dilution on the Fund. At the next such Valuation Point all deals relating to the earlier Valuation Point will be completed before those relating to a later Valuation Point are considered.

**(J) REFUSAL TO SELL OR REDEEM**

The Manager reserves the right not to accept instructions to sell or redeem Units at a Valuation Point after 5.00 p.m. (or such later time as the Manager in its discretion may permit) on the Dealing Day before that Valuation Point.

**(K) SUSPENSION OF DEALINGS**

The Manager may, with the prior agreement of the Trustee or, and if the Trustee so requires, shall, without prior notice to unitholders, temporarily suspend the issue, cancellation, sale and redemption of units where, due to exceptional circumstances, it is in the interests of all holders to do so. Unitholders will be notified of such suspension in dealings as soon as is practicable after suspension commences and will be kept informed about the suspension. Suspension will continue only for so long as it is justified having regard to the interests of the unitholders. On a resumption of dealings following suspension, it is anticipated that unit pricing and dealing will take place at the Dealing Days and times stated in this Prospectus.

The Manager or the Trustee (as appropriate) will immediately inform the FCA of the suspension and the reasons for it and will follow this up as soon as practicable with written confirmation of the suspension and the reasons for it to the FCA and the regulator in each EEA state where the relevant Trust is offered for sale.

The Manager shall notify unitholders as soon as is practicable after the commencement of the suspension, including giving details of the exceptional circumstances which led to the suspension in a clear, fair and not misleading way and details of how unitholders may find out further information about the suspension. In the event of suspension, the Manager shall publish sufficient details on its website or by other general means to keep unitholders appropriately informed about the suspension including, if known, its possible duration.

The Manager and the Trustee will formally review the suspension at least every 28 days and will inform the FCA of such review and any change to the information supplied to unitholders.

Suspension will cease as soon as practicable after the exceptional circumstances leading to the suspension have ceased. On a resumption of dealings following suspension, it is anticipated that unit pricing and dealing will take place at the Dealing Days and times stated in this Prospectus.

The circumstances under which suspension of dealing may occur include, for example, those where the Manager cannot reasonably ascertain the value of the assets or realise assets of the Trust, or the closure or suspension of dealing on a relevant exchange.

During any suspension, a holder may withdraw his redemption notice provided that such withdrawal is in writing and is received before the end of the suspension. Any notice not withdrawn will be dealt with on the Dealing Day next following the end of the suspension.

#### (L) **GOVERNING LAW**

All deals in Units are governed by the law of England and Wales. These documents are governed by English law and the courts of England and Wales have exclusive jurisdiction to settle disputes relating to them.

#### 8. **TITLE OF UNITS**

Each holder of a Unit in the Fund is entitled to participate in the property of the Fund and any income thereof. A Unitholder's right in respect of the Fund as represented by his Units is that of a beneficial interest under the trust.

Title to Units will be evidenced in a register ("the Register"). No certificates will be issued to unitholders. A Unitholder's contract note will be evidence of title to his Units, although the Register will ultimately be conclusive evidence.

#### 9. **DETERMINATION AND DISTRIBUTION OF INCOME**

Allocations of income are made in respect of any income available for allocation in the annual accounting period.

The Fund only issues accumulation Units. For accumulation Units income will become part of the capital property and will be reflected in the price of each such accumulation Unit.

All distributions unclaimed for a period of six years after having become due for payment shall be forfeited and shall revert to a Fund. The payment of any unclaimed distribution, interest or other sum payable by the Fund on or in respect of a Unit into a separate account shall not constitute the Manager a trustee thereof.

Any income available for accumulation is determined in accordance with the COLL. Broadly it comprises all sums deemed by the Fund, after consultation with the auditor, to be in the nature of income received or receivable for the account of the Fund and attributable to the Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the Manager considers appropriate (after consulting the auditors in accordance with the COLL, in relation to taxation and other matters). There may be circumstances when the amount available for distribution is nil.

Further, the Manager reserves the right not to accumulate income if the amount available is less than 1% of the value of the Fund Property. Any such undistributed or accumulated income will be carried forward to the next period.

## 10. CHARGES AND EXPENSES

### (A) REMUNERATION OF THE TRUSTEE

The Trustee receives for its own account a periodic fee which will be calculated and accrue daily and is payable monthly on the last business day in each calendar month in respect of that day and the period since the last business day in the preceding month and is payable as soon as practicable after the last business day in each month. The fee is calculated by reference to the value of the Fund on the last business day of the preceding month except for the first accrual which is calculated by reference to the first Valuation Point of the Fund. The rate of the periodic fee is agreed between the Manager and the Trustee and is calculated on a sliding scale for the Fund on the following basis:

- 0.02% per annum for the first £100,000,000 in value of the Fund Property;
- 0.015% per annum on the next £150,000,000 in value of the Fund Property; and
- 0.01% per annum on the value thereafter.

The annual fee is subject to a minimum of £10,000 per annum for the Fund.

These rates can be varied from time to time in accordance with the COLL Sourcebook.

The first accrual in relation to any Fund will take place in respect of the period beginning on the day on which the first valuation of that Fund is made and ending on the last business day of the month in which that day falls.

In addition to the periodic fee referred to above, the Trustee shall also be entitled to be paid transaction and custody charges in relation to transaction handling and safekeeping of the Fund Property as follows:

<b>Item</b>	<b>Range</b>
Transaction Charges	£6 to £200.
Custody Charges*	0.005% to 0.70%. Fund

\*Minimum £7,500 per annum per Fund.

These charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable, and in any event not later than the last business day of the month when such charges arose or as otherwise agreed between the Trustee and the Manager. Custody charges accrue and are payable as agreed from time to time by the Manager and the Trustee.

Where relevant, the Trustee may make a charge for its services in relation to:

distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions, in relation to a Fund and may purchase or sell or deal in the purchase or sale of Fund Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the COLL Sourcebook.

The Trustee will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Instrument, the COLL Sourcebook or by the general law.

On a winding up of a Fund, the Trustee will be entitled to its pro rata fees, charges and expenses to the date of winding up, the termination, or the redemption (as appropriate) and any additional expenses necessarily realised in settling or receiving any outstanding obligations.

Any value added tax on any fees, charges or expenses payable to the Trustee will be added to such fees, charges or expenses.

In each such case such payments, expenses and disbursements may be payable to any person (including the Manager or any associate or nominee of the Trustee or of the Manager) who has had the relevant duty delegated to it pursuant to the COLL Sourcebook by the Trustee.

## (B) **EXPENSES**

The Trustee is entitled to be reimbursed out of the property of the Fund in respect of:

- (a) fees and expenses properly incurred in performing duties imposed on it either by FCA Rules, the Trust Deeds or general law; or
- (b) exercising powers conferred on it by the COLL or the Trust Deeds or by general law together with any VAT payable. The relevant duties may include, without limitation:
  - delivery of stock to the Trustee or Custodian;
  - custody of assets;
  - establishment and maintenance of the Register (and any plan sub-register) and any related functions;
  - collection of income;
  - submission of tax returns;
  - handling tax claims;
  - preparation of the Trustee's annual report;

- such other duties as the Trustee is required by law to perform.

In addition the Trustee may be paid the following expenses or disbursements (plus VAT):

- (i) All expenses of registration of assets in the name of the Trustee or its nominees or agents, of acquiring, holding, realising or otherwise dealing with any assets; of custody of documents; of insurance of documents and of collecting income or capital; of opening bank accounts, effecting currency transactions and transmitting money; relating to borrowings or other permitted transactions; of obtaining advice, including legal, accountancy or other advice, of conducting legal proceedings; of communicating with holders, the Manager, the Registrar or other persons in respect of the Fund, relating to any enquiry by the Trustee into the conduct of the Manager and any report to holders; or otherwise relating to the performance by the Trustee of its duties or the exercise by the Trustee of its powers; and

All charges of nominees or agents in connection with any of the matters referred to at

- (ii) above; and

Any expenses incurred in entering into any stocklending transactions.

Any other costs, disbursements or expenses accepted under the laws of England and Wales from time to time as being properly chargeable by Trustees.

If any person, at the request of the Trustee in accordance with the COLL Sourcebook, provides services including but not limited to those of a custodian of property of the Fund, the expenses and disbursements hereby authorised to be paid to the Trustee out of the Fund's Property shall extend to the remuneration of such persons as approved by the Trustee and the Manager.

The Trustee has appointed International Financial Data Services (UK) Limited to act as Registrar and provide some unitholder administration services.

## (C) **FEES AND EXPENSES**

Certain other expenses are also permitted by the COLL Sourcebook and by the Trust Deeds to be paid out of the Fund Property. At present these comprise in relation to the Fund payments in respect of:

- (1) the fees and expenses payable to the Manager (which will include the fees and expenses payable to the Investment Manager), and those charged with the functions of administration and registration;
- (2) expenses incurred in acquiring and disposing of investments;
- (3) expenses incurred in producing, distributing and dispatching income and other payments to Unitholders;
- (4) fees in respect of the publication and circulation of details of the valuation and prices;

- (5) the fees and expenses of the auditors and tax, legal and other professional advisers to the Fund;
- (6) the costs and expenses of convening and holding Unitholder meetings (and any meetings of Unitholder classes);
- (7) costs incurred in taking out and maintaining any insurance policy in relation to the Fund;
- (8) expenses incurred in the documentation required to be maintained on behalf of the Fund;
- (9) any liabilities arising on the unitisation, amalgamation or reconstruction of the Fund.
- (10) costs of preparing and printing this Prospectus, the Key Investor Information Document (KIID) and any trust deeds and the costs of distributing this Prospectus and any trust deed and the costs of printing and distributing reports;
- (11) any costs incurred as a result of periodic updates of or changes to any Prospectus Key Investor Information Document (KIID) of the Fund and the trust deeds of the Fund and any other administrative expenses;
- (12) certain liabilities on amalgamation or reconstruction arising where the property of a body corporate or another collective investment scheme is transferred to the Trustee in consideration for the issue of Units to the unitholders in that body or to participants in that other scheme in accordance with the FCA Rules;
- (13) taxation and duties payable by the Fund;
- (14) interest on and charges incurred in borrowings;
- (15) fees of the FCA under Schedule 1 Part III of the Financial Services and Markets Act 2000 and the corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which Units are or may lawfully be marketed;
- (16) fees and expenses associated with administration of the Fund, pricing of the Units and valuation of the assets of the Fund;
- (17) fees and charges in servicing any fund supermarket or investment linked to multi-managed products on which the Fund is available;
- (18) fees incurred in connection with the registration or other required procedures, to permit lawful marketing of the Fund in other jurisdictions;
- (19) fees of any paying, representative or other agents of the Fund or the Manager;
- (20) any payments otherwise due by virtue of changes to the FCA Rules;
- (21) any payments otherwise due by virtue of the COLL Sourcebook;
- (22) costs in respect of communications with actual and potential investors; and



(23) any amount payable by the Fund under any indemnity provisions contained in any agreement with any functionary of the Fund.

Value added tax is payable on these charges where appropriate.

**(D) CHARGES PAYABLE TO THE MANAGER**

In payment for carrying out its duties and responsibilities the Manager is entitled to take an annual fee out of the Fund's Property, calculated as a percentage of the relevant value of the property of each class (where issued). The annual management charge is accrued on a daily basis by reference to the value of the property on that Dealing Day and the amount due for each month is payable monthly as soon as practicable after the end of the month and in any event within seven days after the last business day of the month. The current management charge for Class A Units of the Fund (expressed as a percentage per annum of the value of the Fund's Property) is 1.0% and this charge is taken from income.

The Manager is also entitled to all reasonable, properly documented, out of pocket expenses incurred in the performance of its duties.

Value added tax is payable on these charges or expenses where appropriate.

The Manager will not increase the initial charge on any class of Units unless a revised Prospectus has been made available to reflect the increase and the date of its commencement.

A redemption charge will only be introduced at least 60 days after the Manager has made available a revised Prospectus showing the new charge and its commencement date.

The current annual fees payable to the Manager will only be increased on giving 60 days' notice to Unitholders.

**(E) REGISTRATION FEES**

The registration fee is met by the Manager. The current fee is £4,380.00 per annum. This is payable to Apex Fundrock Ltd.

**(F) ADMINISTRATION AND FUND ACCOUNTING**

Apex Fundrock Ltd provide administration and fund accounting services to the Fund. The fees for this service are £29,500 per annum. These charges are calculated according to a detailed tariff which charges for individual transactions and services undertaken and this tariff is not therefore directly related to the value of the Fund's Property. These fees are borne out of the Fund's Property.

**11. VALUATION OF PROPERTY AND PRICING**

The price of a Unit is calculated by reference to the Net Asset Value of the Fund. The Net Asset Value is currently calculated at 12 noon on each Dealing Day.

Valuations will be made every Dealing Day at 12 noon. The Manager may determine that any Dealing Day so defined shall not be a Dealing Day.

Such a determination would generally only be made in respect of a particular day if that day were a holiday on a stock exchange which was the principal market for a significant proportion of the Fund's portfolio of securities (namely, its assets other than cash, deposits and short term paper) or was a holiday elsewhere which impeded the calculation of the fair market value of the portfolio. The Manager may carry out additional valuations if they consider it desirable to do so or value the Fund's Property at a time other than 12 noon where there are circumstances which the Manager and the Trustee believe that this would be in the interests of Unitholders. An additional valuation may be made if the Manager believes that the value of the property has varied by 2% or more from that calculated at the previous valuation.

The Manager will, upon completion of each valuation, notify the Trustee of the price of Units, of each Class as adjusted for any dilution adjustment applicable in respect of any purchase or redemption of Units.

### **Calculation of the Net Asset Value**

The value of the property of the Fund shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions:

1. All the property of the Fund (including receivables) is to be included, subject to the following provisions.
2. Property which is not cash (or other assets dealt with in paragraph 3 below) or a contingent liability transaction shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
  - (a) units or shares in a collective investment scheme:
    - (i) if a single price for buying and redeeming units or shares is quoted, at that price; or
    - (ii) if separate buying and redemption prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the redemption price has been increased by any exit or redemption charge attributable thereto; or
    - (iii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the Manager, is fair and reasonable;
  - (b) any other transferable security:
    - (i) if a single price for buying and redeeming the security is quoted, at that price; or
    - (ii) if separate buying and redemption prices are quoted, at the average of the two prices; or

- (iii) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which in the opinion of the Manager, is fair and reasonable;
  - (c) property of the Fund other than that described in (a) and (b) above at a value which, in the opinion of the Manager, represents a fair and reasonable mid-market price.
3. Cash and amounts held in current and deposit accounts and in other time related deposits shall be valued at their nominal values.
  4. Property which is a contingent liability transaction shall be treated as follows:
    - (a) if it is a written option (and the premium for writing the option has become part of the Fund Property), deduct the amount of the net valuation of premium receivable. If the Fund Property is an off exchange option the method of valuation shall be agreed between the Manager and the Trustee;
    - (b) if it is an off exchange future, include it at the net value of closing out in accordance with a valuation method agreed between the Manager and the Trustee;
    - (c) if it is any other form of contingent liability transaction, include it at the net value of margin on closing out (whether as a positive or negative value). If the Fund Property is an off exchange derivative, include it at a valuation method agreed between the Manager and the Trustee.
  5. In determining the value of the Fund Property, all instructions given to issue or cancel Units shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
  6. Subject to paragraphs 7 and 8 below, agreements for the unconditional sale or purchase of Fund Property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and if, in the opinion of the Manager, their omission will not materially affect the final net asset amount.
  7. Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph 6.
  8. All agreements are to be included under paragraph 6 which are, or ought reasonably to have been, known to the person valuing the property.
  9. Deduct an estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax, stamp duty, and any foreign taxes or duties.
  10. Deduct an estimated amount for any liabilities payable out of the Fund Property and any tax thereon treating periodic items as accruing from day to day.

11. Deduct the principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings.
12. Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
13. Add any other credits or amounts due to be paid into the Fund Property.
14. Currencies or values in currencies other than Sterling shall be converted at the relevant valuation point at a rate of exchange that is not likely to result in any material prejudice to the interests of Unitholders or potential Unitholders.

### **Price per Unit in the Fund and each Class**

The price per Unit at which Units are bought or redeemed is the Net Asset Value of a Class divided by the number of shares of that Class in issue. Any initial charge, redemption charge is payable in addition to the price. Any dilution adjustment is reflected in the price.

#### **(A) FAIR VALUE PRICING**

Where the Manager has reasonable grounds to believe that:

- (a) no reliable price exists for a security or unit/share in a collective investment scheme at a Valuation Point; or
- (b) the most recent price available does not reflect the Manager's best estimate of the value of the security or unit/share in a collective investment scheme at the Valuation Point

it can value an investment at a price which, in its opinion, reflects a fair and reasonable price for that investment (the fair value price).

The circumstances which may give rise to a fair value price being used include:

- (a) no recent trade in the security concerned; or
- (b) suspension of dealings in an underlying collective investment scheme; or
- (c) the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.

In determining whether to use such a fair value price, the Manager will include in his consideration but need not be limited to:

- (a) the type of fund;
- (b) the securities involved;
- (c) whether the underlying collective investment schemes may have already applied fair value pricing;

- (d) the basis and reliability of the alternative price used; and
- (e) the Manager's policy on the valuation of Fund Property as disclosed in this Prospectus.

**(B) PRICING BASIS**

The Manager deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the purchase or redemption is deemed to be accepted by the Manager. There is only a single price for any unit as determined from time to time by reference to the Valuation Point.

**(C) DILUTION ADJUSTMENT**

The basis on which the Fund's investments are valued for the purpose of calculating the price of Units as stipulated in the FCA Rules and the Trust Deed is summarised in Section 11. The actual cost of buying or redeeming the Fund's investments may be higher or lower than the mid-market value used in calculating the Unit price - for example, due to dealing charges, or through dealing at prices other than the mid-market price. The Fund may suffer dilution (reduction) in the value of the property of the Fund as a result of the costs incurred in dealing in the underlying investments and of any spread between the buying and selling of those investments. It is not, however, possible to predict accurately whether dilution will occur at any point in time. Under certain circumstances (for example, large volumes of deals) dilution may have a material adverse effect on the existing/continuing Unitholders' interest in the Fund.

**The Manager's policy on dilution**

The Manager has decided that its policy on dilution is that it requires the imposition of a dilution adjustment. In cases where a dilution adjustment is made the value of the capital of the property of a Fund will not be adversely affected by dilution.

**Dilution Adjustment**

If made, the dilution adjustment will be in addition to (and a part of) the price of Units when they are issued by the Manager or as a deduction when they are redeemed by the Manager. The dilution adjustment has the effect of swinging the price away from the mid price. The Manager has no entitlement to the dilution adjustment, which will either be paid into the Fund, in case of an issue of Units or retained in the Fund in case of a redemption of Units.

The need to impose a dilution adjustment will depend on the volume of net purchases or redemptions, as described below. The Manager may impose a discretionary dilution adjustment on any purchase or redemption of Units if, in its opinion, the existing Unitholders (for purchases) or continuing Unitholders (for redemptions) might otherwise materially be adversely affected. A dilution adjustment must be imposed only in a manner, that so far as practicable, is fair to all Unitholders or potential Unitholders. This

levy is paid directly into the Fund and it is intended to reduce the effect of dilution on the future growth of the Fund.

In particular, the dilution adjustment may be imposed in the following circumstances:

1. If the Fund is experiencing large levels of net purchases (i.e. purchases less redemptions) relative to its size;
2. If the Fund is experiencing large levels of net redemptions (i.e. redemptions less purchases) relative to its size;
3. On "large deals". For these purposes, a large deal is defined as a purchase or a redemption of 3% or more of the value of the Fund, or a deal in excess of £250,000 for Class A Units whichever is the lesser;
4. In any other case where the Manager is of the opinion that the interests of existing/continuing Unitholders and potential Unitholders require the imposition of a dilution adjustment.

The Manager's policy is to require a dilution levy on the purchase and redemption of all Shares. This policy is intended to mitigate the dilutive effect of Shareholder transactions on the future growth of the Fund.

In order to reduce the volatility in the rate of any dilution adjustment, the Manager may take account of the trend of the Fund to expand or to contract; and the transactions in Units at a particular valuation point.

The dilution adjustment can vary over time and vary depending on the assets held by the Fund. Under current market conditions, the dilution adjustment could be up to 2% on purchases and redemptions of Units. As dilution is directly related to the inflows and outflows of monies from the relevant Fund it is not generally possible to predict accurately whether dilution will occur at any future point in time. However, based on future projections and on the history of the Fund the Manager is unlikely to make a dilution adjustment unless it considers that the dealing costs relating to a Shareholder transaction are significant and will have a material impact on the Fund. Consequently, it is also not generally possible to predict accurately how frequently the Manager will need to make such a dilution adjustment.

#### (D) **PUBLICATION OF PRICES**

The most recent prices of Units are currently available on request by calling 0207 045 0600 on any Dealing Day, by emailing [info@bromptonam.com](mailto:info@bromptonam.com) or by visiting [www.fundrock.com](http://www.fundrock.com). If the Manager proposes to differ the means of publication of prices 60 days' notice will be given to Unitholders.

## 12. **TAXATION OF THE FUND**

### (A) **General**

The information below is a general guide based on current United Kingdom law and HM Revenue & Customs practice, all of which are subject to change. It summarises the tax position of the Fund and of investors who are United Kingdom resident individuals and hold Units as investments. The regime for taxation of income and capital gains received by individual investors depends on the tax law applicable to their personal circumstances and/or the place where the Fund Property is invested. Prospective investors who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction other than the United Kingdom, are recommended to take professional advice.

**(B) The Fund**

The Fund is generally exempt from United Kingdom tax on capital gains realised on the disposal of its investments.

Dividends received by the Fund will generally be exempt from corporation tax. The Fund will be subject to corporation tax on most other types of income but after deducting allowable management expenses and the amount of any interest distributions. Where the Fund suffers foreign tax on income received, this may normally be deducted from the United Kingdom tax due on that income.

The Fund will make dividend distributions except where more than a certain percentage of its property has been invested throughout the distribution period in interest-paying investments, in which case it will make interest distributions

**(C) Unitholders**

**Income**

Amounts shown in the Fund's distribution accounts, as available for distribution, may be designated by the Fund as either dividends or yearly interest, dependent upon the nature of the income arising to the Fund.

Dividend distributions accumulated or paid to individual Unitholders will be treated in the same way as dividends from a UK resident company. Individuals whose overall dividend income, including dividend distributions received from the Fund, does not exceed £1,000 should have no further tax liability in relation to the distributions regardless of the rate at which they normally pay income tax. To the extent that distributions are received in excess of an individual's £1,000 allowance, basic, higher and additional rate taxpayers will have to pay income tax on the distributions received at a rate of 8.75%, 33.75% and 39.35% respectively.

Where the Fund pays an interest distribution (which will be automatically retained in the Fund in the case of accumulation Units), it will not be required to deduct income tax at source.

After taking account of any savings allowance to which the Unitholder is entitled for the tax year in which the interest distribution is received, each individual Unitholder would be subject to income tax in respect of the interest distribution at the rates of 20%, 40% or 45%, depending on the level of the Unitholder's income.

## **Gains**

A Unit is treated in the same way as a share in a company, so that chargeable gains on the disposal of a Unit may be charged to capital gains tax.

The notional distribution arising from accumulation Units is treated as allowable expenditure for capital gains tax purposes where it is subject to income tax in the hands of an individual Unitholder.

THE ABOVE IS ONLY A SUMMARY OF THE RELEVANT UNITED KINGDOM TAX POSITION AND IS NOT EXHAUSTIVE. IT ASSUMES AN INDIVIDUAL i.e. NON-CORPORATE UNITHOLDER. IT DOES NOT TAKE ACCOUNT OF INDIVIDUAL CIRCUMSTANCES AND INDIVIDUALS MUST CONSULT THEIR OWN TAX ADVISERS IN CASES OF DOUBT.

### **(D) Stamp Duty Reserve Tax**

With effect from 30 March 2014, the SDRT charge on the surrender of units in an authorised unit trust applies only to an in specie redemption of units made otherwise than on a pro rata basis. A redemption of Units will therefore generally be exempt from SDRT. Where a chargeable transaction occurs the Unitholder will be liable for SDRT at 0.5% of the consideration given for the Fund assets acquired on redemption.

### **(E) The International Tax Compliance Regulations**

The Fund is required to comply with The International Tax Compliance Regulations. The regulations transpose into UK law rules and obligations derived from European Union law and inter-governmental agreements entered into by the UK which are aimed at increasing transparency and reducing tax evasion.

To be compliant with these regulations the Fund must collect information about each investor's tax residence and in certain circumstances provide information about investors' Unitholdings to HMRC. HMRC may in turn share this information with overseas tax authorities.

Therefore, where an investor fails to provide the information required by the Fund to comply with its obligations to HMRC this may result in the Manager taking appropriate action against the Unitholder, including invoking the compulsory transfer and redemption provisions set out in section 7.

The Manager intends to procure compliance with the regulations but cannot give an assurance that this will be achieved. The underlying laws and agreements are a complex area of tax law and investors should consult their professional advisers on the implications these rules may have for them.

### **(F) Provision and disclosure of information for taxation matters**

In the UK, provisions relating to the disclosure and reporting of information are set out in The International Tax Compliance Regulations 2015 (the "**Regulations**"). These harmonise the requirements under the Common Reporting Standard, EU Council Directive 2014/107/EU and FATCA, as discussed below.



## **Common Reporting Standard**

The OECD published the Standard for Automatic Exchange of Financial Account Information in July 2014, also known as the **CRS**. The CRS is a single global standard for the automatic exchange of information ("**AEOI**") between taxation authorities in participating jurisdictions. The CRS aims to improve transparency to counter tax evasion in participating jurisdictions and to provide taxation authorities in participating jurisdictions with information on offshore or cross-border financial accounts and assets owned by individuals and entities resident in their local jurisdiction.

The CRS sets out details of the financial information to be exchanged, the financial institutions required to report such information to local tax authorities, and the common due diligence standards to be followed by financial institutions to obtain financial account information. A "financial institution" for the purposes of the CRS will include the Fund and could include any intermediary financial undertaking operating a custodial account in a participating jurisdiction in which Units are directly or indirectly held by an individual or entity resident in another participating jurisdiction.

Unitholders and prospective investors should note that there will be a requirement for the name, address, jurisdiction(s) of tax residence, date and place of birth, account reference number, tax identification number(s) of each reportable person in respect of a reportable account for the CRS, and information relating to each Unitholder's investment (including but not limited to the value of and any payments in respect of the Units) to be disclosed by or on behalf of the Trustee to HMRC. HMRC may in turn exchange this information with the tax authorities in territories who are participating jurisdictions for the purposes of the CRS. In order to comply with its obligations, Unitholders may be required to provide additional information for the purposes of complying with the CRS.

## **European information reporting**

Council Directive 2014/107/EU (the "**Amending Cooperation Directive**"), which amends Council Directive 2011/16/EU on administrative cooperation in the field of taxation, introduces an extended regime for the automatic exchange of information between tax authorities in Member States. The Amending Cooperation Directive requires each Member State to implement the CRS.

The Amending Cooperation Directive requires Member States to adopt national legislation necessary to comply with it by 31 December 2015, and such legislation must apply from 1 January 2016 (or 1 January 2017 in the case of Austria). The UK implemented the Amending Cooperation Directive with effect from 1 January 2016.

The Trustee or its delegates, including the Manager and such other entity as may be considered to be a paying agent for these purposes, shall be entitled to require Unitholders to provide any information regarding their tax status, identity or residency in order to satisfy the disclosure requirements in the Amending Cooperation Directive.

## **US regime under FATCA**

Under tax legislation in the US, an information reporting regime has been introduced known as the Foreign Account Tax Compliance Act ("**FATCA**"). Broadly, the intention of FATCA is to safeguard against US tax evasion by requiring non-US financial institutions to report to the IRS certain information in respect of certain account holders. In the event of non-compliance with the FATCA regime, the Fund may be subject to a US tax withholding of 30% on certain payments it receives and may in certain circumstances in the future be obliged to make withholding from payments to Unitholders.

Broadly, the FATCA regime has been implemented in the UK by the Regulations. Provided that the Fund registers with the IRS as a FFI and complies with its obligations pursuant to the Regulations, no FATCA withholding tax should apply. If there is significant non-compliance with the Regulations, FATCA withholding tax could then apply. Any non-compliance could give rise to penalties under the Regulations.

### **Unitholder agreement to provision of information to HMRC and other tax authorities**

In order to comply with CRS, EU Council Directive 2014/107/EU, FATCA and other regimes, the Trustee, the Manager or their delegates will report information regarding Unitholders to **HMRC**, as its local tax authority. This information may be passed by **HMRC** to the other tax authorities including the IRS under information sharing agreements.

The ability of the Trustee or the Manager to report information to **HMRC** will depend on each affected Unitholder providing the Trustee, the Manager or their delegate with the information required to satisfy the applicable obligations. By agreeing to subscribe for Units in the Fund, each Unitholder agrees promptly to provide such information as the Trustee or its delegate may request for such purposes, and will be deemed to have authorised the automatic disclosure of information by or on behalf of the Trustee, the Manager or their delegates to **HMRC** or other relevant tax authorities. If a Unitholder fails to provide the information requested, the Trustee may exercise its right to compulsorily redeem the Units held by the relevant Unitholder. Unitholders refusing to provide the requisite information to the Manager or its delegates may also be reported to **HMRC**.

**Unitholders are recommended to consult their professional advisers if they are in any doubt about their tax position or the possible implications of an investment in the Fund.**

## **13. MONEY LAUNDERING AND ELECTRONIC VERIFICATION**

The Manager is subject to the Criminal Justice Act 1993 and the Money Laundering Regulations 2003 which implemented the EU Money Laundering Directive. These require all firms carrying on investment business to deter criminals from using the facilities for money laundering.

Under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, The Proceeds of Crime Act, The FCA Senior Management Arrangements Systems & Controls Sourcebook and the guidance in the Joint Money Laundering Steering Group Guidance Notes (which are updated from time to time), states that the Manager

must check an applicant's identity and, in certain circumstances, the source of the money invested. The Manager may also request verification documents from the applicant or parties associated with the applicant. In some cases, documentation may be required for officers performing duties on behalf of applicants who are bodies corporate. The checks may include an electronic search of information held about the applicant (or an associated party) on the electoral role and using credit reference agencies. The credit reference agency may check the details the applicant (or an associated party) supplies against any particulars on any database (public or otherwise) to which they have access and may retain a record of that information although that is only to verify identity and will not affect the applicant's (or an associated party's) credit rating. They may also use the applicant's (or an associated party's) details in the future to assist other companies verification purposes. In applying for Shares an applicant is giving the Manager permission to ask for this information in line with Data Protection Laws. If an applicant invests through a financial adviser they must fill an identity verification certificate on their behalf and send it to the Manager with the application.

#### 14. **UNITHOLDER MEETINGS AND VOTING RIGHTS**

##### (A) **Requisitions of Meetings**

The Manager or the Trustee may requisition a general meeting at any time.

Unitholders may also requisition a general meeting. A requisition by Unitholders must state the object of the meeting, be dated, be signed by Unitholders who, at the date of the requisition, are registered as holding not less than one tenth in value of all Units then in issue and the requisition must be deposited with the Trustee. The Manager or the Trustee must convene a general meeting no later than eight weeks after receipt of such requisition.

##### (B) **Notice and Quorum**

Unitholders will receive at least fourteen days' notice of a general meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Unitholders, present in person or by proxy. If at an adjourned meeting, a quorum is not present after a reasonable time from the time for the meeting, one Unitholder entitled to be counted in the quorum present in person at the meeting shall constitute a quorum. Notices of meetings and adjourned meetings will be sent to Unitholders at their registered addresses. In the case of joint named holders the notice will be sent to the first named holder.

##### (C) **Unitholders**

Unitholders for these purposes means those Unitholders on the register at a reasonable period before the notice of the meeting is sent out.

##### (D) **Voting Rights**

The provisions below, unless the context otherwise requires, apply to class meetings as they apply to general meetings of the Fund, but by reference to Units of the Class concerned and the Unitholders and value and prices of such Units.

At a general meeting, on a show of hands every Unitholder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, has one vote.

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman of the meeting or by not less than two unitholders or by the Trustee. A demand by a proxy is deemed to be a demand by the member appointing the proxy. The chairman must exercise his power to demand a poll if requested to do so by the Manager.

On a poll vote, a Unitholder may vote either in person or by proxy. The voting rights attaching to each Unit are such proportion of the voting rights attached to all the Units in issue that the price of the Unit bears to the aggregate price(s) of all the Units in issue at the date seven days before the notice of meeting is sent out. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and, if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

A Unitholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

For joint Unitholders of a unit, only the vote of the first named in the register of Unitholders can be taken. For joint Unitholders, the vote of the most senior who votes, whether in person or by proxy, must be accepted to the exclusion of the votes of the other joint Unitholders. For this purpose seniority must be determined by the order in which the names stand in the register of Unitholders.

Except where the COLL Sourcebook or the Trust Deed require an extraordinary resolution (which needs at least 75% of the votes cast at the meeting to be in favour if the resolution is to be passed) any resolution required by the COLL Sourcebook will be passed by a simple majority of the votes validly cast for and against the resolution.

Where a resolution (including an extraordinary resolution) is required to conduct business at a meeting of Unitholders and every Unitholder is prohibited under COLL 4.4.8R(4) from voting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the Trustee to the process, instead be passed with the written consent of the Unitholders representing 50% or more, or for an extraordinary resolution 75% or more, of the Units in issue.

The Manager may not be counted in the quorum for a meeting and neither the Manager nor any associate (as defined in the COLL Sourcebook) of the Manager is entitled to vote at any meeting of the Fund except in respect of Units which the Manager or associate holds on behalf of or jointly with a person who, if the registered Unitholder, would be entitled to vote and from whom the Manager or associate has received voting instructions.

Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Unitholder on the ground (however formulated) of mental disorder, the Manager may in its

absolute discretion upon or subject to production of such evidence of the appointment as the Manager may require, permit such receiver or other person on behalf of such Unitholder to vote on a poll in person or by proxy at any meeting of Unitholders or class meeting or to exercise any right other than the right to vote on a show of hands conferred by ownership of Units in relation to such a meeting.

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote may be disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Manager may approve or in its absolute discretion accept (including as to how it may be signed or sealed). The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Manager) be lodged with the instrument appointing the proxy pursuant to the next following paragraph, failing which the instrument may be treated as invalid.

An instrument appointing a proxy must be left at or delivered to such place or one of such places (if any) as may be specified for the purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, to or at the Manager's head office) by the time which is forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used and, in default, may be treated as invalid. The instrument appointing a proxy shall, unless contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

A vote cast by proxy shall not be invalidated by the previous death or bankruptcy of the principal or by other transmission by operation of law of title to the Units concerned or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Manager at its head office by the time which is two hours before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

Any corporation which is a holder of Units in the Fund may by resolution of the directors or other governing body of such corporation and in respect of any Unit or Units in the Fund of which it is the holder authorise such individual as it thinks fit to act as its representative at any general meeting of the Unitholders or of any class meeting. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such Unit or Units if it were the individual Unitholder in the Fund and such corporation shall for the purposes of the Trust Deed be deemed to be present in person at any such meeting if an individual so authorised is present.

## 15. **WINDING-UP OF THE FUND**

### (A) **Conditions**

The Trustee shall proceed to wind-up the Fund in the circumstances set out in COLL 7.4.3R(2), including the following:

- if the order declaring the Fund to be an authorised unit trust scheme is revoked, or
- if the Manager or the Trustee requests the FCA to revoke the order declaring the Fund to be an authorised unit trust scheme and the FCA has agreed (provided no material change in any relevant factor occurs) that on the winding-up of the Fund, the FCA will accede to that request, or
- on the effective date of a duly approved scheme of arrangement which is to result in the Fund being left with no property.

### (B) **Procedure**

If any of the events set out above occurs COLL 5 or COLL 6 (as appropriate) of the FCA Rules, concerning Pricing and Dealing and Investment and Borrowing Powers will cease to apply. The Trustee shall cease to issue and cancel Units and the Manager will stop redeeming and selling Units.

In the case of a scheme of arrangement referred to above, the Trustee shall wind up the Fund in accordance with the approved scheme of arrangement.

In any other case, the Trustee shall, as soon as practicable after the Fund falls to be wound-up, realise the assets of the Fund and, after paying, or retaining adequate provision for, all liabilities properly payable and retaining provision for the costs of the winding-up, distribute the proceeds to the Unitholders and the Manager proportionately to the size of their holdings (upon production by them of such evidence, if any, as the Trustee may reasonably require as to their entitlement).

Any unclaimed net proceeds or other cash (including unclaimed distribution payments) held by the Trustee after twelve months from the date the proceeds became payable, shall be paid by the Trustee into Court, although the Trustee will have the right to retain any expenses incurred in making that payment. On completion of the winding-up, the Trustee shall notify FCA in writing of that fact and the Trustee or the Manager shall request FCA to revoke the order of authorisation.

## 16. **GENERAL INFORMATION**

### (A) **Accounting Periods**

The annual accounting period of the Fund ends on 30 June and the interim accounting period ends on 31 December.

**(B) General**

For security, telephone calls are recorded.

**(C) Annual Reports**

Subject to the FCA Rules, an annual and interim report and accounts will be prepared in respect of the Fund each year. The annual long reports will be made available and published up to four months after the annual accounting date of the Fund and the interim long reports will be made available and published up to two months following the interim accounting date of the Fund.

Copies of the interim and annual long reports will be available on request from the Manager and on the Manager's website at [www.fundrock.com](http://www.fundrock.com).

Copies of all reports to Unitholders will be available for inspection by the general public at the Manager's offices at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

**(D) Remuneration Policy**

The Manager establishes and applies remuneration policies and practices for UCITS Remuneration Code staff that:

- are consistent with and promote sound and effective risk management;
- do not encourage risk taking which is inconsistent with the risk profiles or the instrument constituting the fund or the prospectus, as applicable, of the UCITS it manages;
- do not impair the Manager's compliance with its duty to act in the best interests of the UCITS it manages; and
- include fixed and variable components of remuneration, including salaries and discretionary pension benefits.

Up-to-date details of the Manager's remuneration policy, including but not limited to (i) a description of how remuneration and benefits are calculated; and (ii) the identities of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, can be found at [www.fundrock.com](http://www.fundrock.com). Unitholders may obtain a paper copy of the full remuneration policy, free of charge, on request from the Manager.

**(E) Documents of the Fund**

The following documents may be inspected free of charge during normal business hours on any business day at the offices of the Investment Manager at 1 Knightsbridge Green, London SW1X 7QA:

the most recent annual and half yearly reports of the Fund;

the most recent version of the Prospectus;

the Trust Deeds (as amended); and

the material contracts referred to below.

Unitholders may obtain copies of the above documents from the Manager. The Manager may make a charge at its discretion for copies of documents.

Unitholders may obtain on request the information referred to in COLL 4.2.3R(3), namely:

the quantitative limits applying to the risk management of the Fund;

the methods used in relation to (a); and

any recent development of the risk and yields of the main categories of investment.

**(F) Notices**

Any notices required to be served on Unitholders or any documents required to be sent out to Unitholders will be sent by post to the address noted on the Register, or in the case of joint Unitholders to the address of the first named Unitholder.

**(G) Material Contracts**

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into and are, or may be, material:

the Administration and Registrar Agreement dated 1 January 2010 between the Manager, Apex Fundrock Ltd as amended from time to time.

the Administration and Fund Accounting Agreement dated 1 January 2010 between the Manager and Apex Fundrock Ltd as amended from time to time.

**(H) Complaints**

Complaints concerning the operation or marketing of the Fund may be referred to the Head of Compliance at the Manager at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY or, if you subsequently wish to take your complaint further, direct to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The website of the Financial Ombudsman Service is at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Services Compensation Scheme offers compensation when an authorised firm is unable to pay claims against it, usually because the firm has gone out of business. The Manager is covered by the Financial Services Compensation Scheme. Investors may be entitled to compensation from the scheme if the Manager cannot meet its obligations. Most types of investment business are covered for 100% of the first £85,000 only. Further information is available from the Financial Services Compensation Scheme (FSCS) by contacting the FSCS Limited at 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU or via telephone: on 0800 678 1100 or 020 7741 4100



## (I) **Data Protection Notice**

Prospective Investors should note that all personal data contained in any document provided by Unitholders or any further data collected in the course of business with the Fund or provided personally to the Manager constitutes personal data within the meaning of Data Protection Laws.

Such personal data will be used by the Company for the purposes of administration, transfer agency, statistical analysis, research and disclosure to the Company, its delegates, and agents. Such processing of personal data is required: (i) for the performance of tasks that are necessary for the performance of the contract between the Investor and the Company, (ii) for compliance with certain legal obligations to which the Company or a Fund is subject, or (iii) is carried out on as the ACD considers it is within its legitimate interests to do so (having shown that its legitimate interests are not overridden by the prospective investors' own interests, rights, and freedoms) (the "Grounds for Processing"). The ACD follows strict security procedures as to how prospective investors' personal data is stored and used, and who sees it, to help stop any destruction, loss, alteration or an unauthorised person accessing it.

Investors acknowledge that such personal data are disclosed by the Fund, its delegates and its or their duly authorised agents and any of their respective related, associated or affiliated companies on the basis of the above Grounds for Processing and that such entities ("Apex fundrock's Associates") may further process (including obtaining, holding, using, disclosing and otherwise processing) the personal data on the basis of the same Grounds for Processing for any one or more of the following purposes:

- to manage and administer the investor's holding in the Fund and any related accounts on an ongoing basis;
  - to carry out statistical analysis and market research;
  - to comply with legal, regulatory and taxation obligations applicable to the investor and the Fund;
- or
- for disclosure or transfer, whether in the United Kingdom or countries or territories outside of the United Kingdom, including, but without limitation, the United States, to third parties, including financial advisors, regulatory bodies, auditors and technology providers or to the Company and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above.

Where transferring personal data outside the UK, such as to the United States, Apex Fundrock's Associates shall take such additional steps to adequately protect the Shareholders' personal data as required under Data Protection Laws. This may include, in the absence of an adequacy regulation, safeguards such as the ICO's International Data Transfer Agreement.

In cases where personal data is shared with third parties who are themselves controllers, Apex Fundrock's Associates will consider the applicable requirements of the ICO's statutory code of practice, which means, amongst others, that Apex Fundrock's Associates will have to have written terms in place with any other controller setting out what categories of personal data are being shared and for what purpose. When sharing personal data with another organisation who is a processor, Apex Fundrock's Associates is aware that certain mandatory written terms must be

included in that contract, as well as having carried out due diligence on the recipient before sharing personal data with it.

The Fund, the ACD and Apex Fundrock's Associates may also process prospective investors' personal information where it or they consider there are other legitimate business interests of the Company (including fraud prevention) to necessitate the processing (having shown that its legitimate interests are not overridden by the individuals' own interests, rights, and freedoms) or for any other specific purposes where the investor has given specific consent to the processing (in advance). If a prospective investor has provided consent for their personal data to be processed, the prospective investor shall be entitled to withdraw their consent at any time by contacting the ACD at [DPO@apexfs.com](mailto:DPO@apexfs.com). Please note, in particular, in order to comply with the Common Reporting Standard (Please see the section of this Prospectus entitled "Taxation – Common Reporting Standard"), as implemented in the United Kingdom by the International Tax Compliance Regulations 2015, an investor's personal data (including financial information) may be shared with HM Revenue & Customs and other tax authorities.

They in turn may exchange information (including personal data and financial information) with foreign tax authorities (including foreign tax authorities located outside the UK or European Economic Area). Please consult the AEOI (Automatic Exchange of Information) webpage on [www.gov.uk](http://www.gov.uk) for further information in this regard.

Please note that your personal data will be retained by the Fund for as long as necessary to fulfil the purposes the Manager collected it for, which, in general terms, is likely to be for the duration of the relevant investment and otherwise in accordance with the Fund's legal obligations (e.g. 7 years in the UK). Pursuant to the Data Protection Laws, investors have a right of access to their personal data kept by the Fund, the right to amend and rectify any inaccuracies in their personal data held by the Fund and the right to data portability of their personal data by making a request to the Fund in writing at [DPO@apexfs.com](mailto:DPO@apexfs.com). For further information in relation to your data protection rights refer to the website of the Information Commissioner's Office at <https://ico.org.uk/> and search for "Individual Rights".

**The Manager reserves the right to change, modify, add or remove portions of this notice from time to time in our sole discretion, but will inform investors of all material changes. If you have any questions or concerns regarding this notice or Defined Term's practices please contact the Manager at [DPO@apexfs.com](mailto:DPO@apexfs.com).**

## 17. RISK WARNINGS

Potential investors should consider the following risk factors before investing in the Fund.

### (A) General

The investments of the Fund are subject to normal market fluctuations and other risks inherent in investing in securities. There can be no assurance that any appreciation in the value of investments will occur. The price of the Fund is calculated daily and is influenced by the value of the assets held by the Fund. The value of investments and the income derived from them may fall as well as rise and investors may not recoup the original amount they invest in the Fund.

There is no certainty that the investment objective of the Fund will actually be achieved and no warranty or representation is given to this effect.

(B) **Past Performance**

Past performance is not necessarily a guide to future performance.

(C) **Effect of Initial Charge or Redemption Charge**

Where an initial charge or redemption charge is imposed, an investor who realises his Units 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.

In particular, where a redemption charge is payable investors should note that the percentage rate at which the redemption charge is calculated is based on the market value rather than the initial value of the Units. If the market value of the Units has increased the redemption charge will show a corresponding increase. Currently there is no redemption charge.

The Units should be viewed as a medium to long-term investment, and should therefore only be considered as an investment for five years or longer.

(D) **Suspension of Dealings in Units**

Investors are reminded that in certain circumstances their right to redeem Units may be suspended (see "Suspension of Dealings" in Section 7(K)).

(E) **Charges taken from Income**

The annual management charge is to be taken from the income generated by the Fund in accordance with COLL and if, and only if, this is insufficient, deductions will be made from capital (save for any charge made in respect of SDRT under paragraph 12 (D) ("Stamp Duty Reserve Tax"). If deductions were made from capital, this deduction may result in capital erosion or constrain capital growth.

(F) **Equity Investments**

Whilst equity investments carry potential for attractive returns over the longer term, the volatility of these returns can also be relatively high.

(G) **Exchange Rates**

Changes in exchange rates between currencies may cause the value of both the capital and income of a Unitholder's investment to increase and diminish.

(H) **Income**

The level of income and any income accumulated may not be constant and may fluctuate.

(I) **Cancellation Rights**

Where cancellation rights are applicable, if Unitholders choose to exercise their cancellation rights and the value of their investment falls before notice of cancellation is received by the Manager in writing, a full refund of the original investment may not be provided but rather the original amount less the fall in value.

(J) **Deferral of Redemptions**

In times of high redemption, to protect the interests of continuing Unitholders, the Manager may defer all redemption requests at any Valuation Point to the next Valuation Point where requested redemptions in total exceed 10% of the Fund's value. This will allow the Manager to match the sale of the property of the Fund to the level of redemptions, thereby reducing the impact of dilution on the Fund. At the next such Valuation Point all deals relating to an earlier Valuation Point will be completed before those relating to a later Valuation Point are considered.

(K) **Inflation**

Inflation may affect the real value of a Unitholder's savings and investments, which may reduce the buying power of the money they have saved and their investments.

(L) **Dilution**

Investors should note that in certain circumstances a dilution adjustment may be applied on their purchase or redemption of Units. Where a dilution adjustment is not applied the Fund may incur dilution which may constrain capital growth.

(M) **Derivatives**

**Derivatives are investments, whose value depends on the changes in an underlying asset or security. The stock is not physically held but there is a contract based on a number of predictions in time or price in the future.**

**Derivatives and volatility**

**The Investment Manager may employ derivatives solely for the purposes of hedging in accordance with Efficient Portfolio Management. For the purpose of clarity, the use of derivatives for this purpose should not lead to an increase in risk to the Fund.**

**To the extent that derivative instruments are utilised for hedging purposes, the risk of loss to the Fund may be increased where the value of the derivative instrument and the value of the security or position which it is hedging prove to be insufficiently correlated.**

**Derivative Techniques**

The COLL Sourcebook permits the Manager to use certain techniques when investing in derivatives in order to manage the Fund's exposure to particular counterparties and in relation to the use of collateral to reduce overall exposure to over the counter ("**OTC**") derivatives; for example the Fund may take collateral from counterparties with whom it has an OTC derivative position and use that collateral to net off against the exposure it has to the counterparty under that OTC derivative position, for the purposes of complying with counterparty spread limits. The COLL Sourcebook also permits the Fund

to use derivatives to effectively short sell (agree to deliver the relevant asset without holding it in the scheme) under certain conditions.

### **Counterparty and Settlement**

The Fund will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes. In particular, it should be noted that transactions may not always be settled by delivery versus payment and this may expose the Fund to greater counterparty risk and potentially to loss in excess of the counterparty's obligations to the Fund.

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

**The Fund may enter into transactions in over-the-counter markets, which will expose the Fund to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the Fund may enter into agreements or use other derivative techniques, each of which expose the Fund to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Fund seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. In such circumstances, investors may be unable to cover any losses incurred.**

### **EPM**

The Fund Property may enter into transactions for the purposes of EPM. The exposure to EPM must be fully "covered" by cash and/or other property sufficient to meet any obligation to pay or deliver that could arise.

### **Regulation (EU) 2015/2365 of the European Parliament and of the Council: the Securities Financing Transaction Regulation**

The Fund may use securities financing transactions to help meet the investment objective of a Fund and/or as part of efficient portfolio management.

The Manager may select from an extensive list of full service and execution-only brokers and counterparties. All prospective and existing counterparties require the approval of the Manager.

In order for a new counterparty to be approved, a requesting portfolio manager or trader is required to submit a request to the Manager. The Manager will review relevant information to assess the credit worthiness of the proposed counterparty in combination with the type of the proposed security transactions. A list of approved trading counterparties is maintained by the Manager and reviewed on an on-going basis.

Counterparty reviews take into account the fundamental creditworthiness (ownership structure, financial strength, regulatory oversight) and commercial reputation of specific legal entities in conjunction with the nature and structure of proposed trading activities. Counterparties are monitored on an ongoing basis through the receipt of audited and interim financial statements, via alert portfolios with market data service providers, and where applicable, as part of the Manager's internal research process. Formal renewal assessments are performed on a cyclical basis.

The Manager selects brokers based upon: (a) their ability to provide good execution quality (i.e. trading), whether on an agency or a principal basis; (b) their execution capabilities in a particular market segment; and (c) their operational quality and efficiency. We expect them to adhere to regulatory reporting obligations.

Once a counterparty is approved by the manager, broker selection for an individual trade is then made by the relevant dealer at the point of trade, based upon the relative importance of the relevant execution factors. For some trades, it is appropriate to enter into a competitive tender amongst a shortlist of brokers. The Manager performs pre-trade analysis to forecast transaction cost and to guide the formation of trading strategies including selection of techniques, division between points of liquidity, timing and selection of broker. In addition, the Manager monitors trade results on a continuous basis.

Broker selection will be based on a number of factors including, but not limited to the following:

- Ability to execute and execution quality;
- Ability to provide Liquidity/capital;
- Price and quote speed;
- Operational quality and efficiency; and
- Adherence to regulatory reporting obligations.

**Acceptable Collateral and valuation:**

Collateral obtained in respect of derivatives (including forward exchange) and efficient portfolio management techniques, such as repo transactions or securities lending arrangements ("Collateral"), must comply with the following criteria:

- liquidity: Collateral (other than cash) should be sufficiently liquid in order that it can be sold at a price that is close to its pre-sale valuation;
- valuation: Collateral should be capable of being valued on a daily basis and assets that exhibit high price volatility should not be accepted as Collateral unless suitably conservative haircuts are in place;
- issuer: Collateral (other than cash) may be issued by a range of<sup>33</sup> issuers;

- correlation: Collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;
- diversification: there is no restriction on the level of diversification required with respect to any country, market or issuer; and
- maturity: Collateral received may have a maturity date such as bonds or may not have a maturity date such as cash and equity.

The value of Collateral obtained is marked to market on a daily basis. Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the general intention of the Manager that any Collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate. In addition, the Manager has implemented a haircut policy in respect of each class of assets received as Collateral. A haircut is a discount applied to the value of a Collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the Collateral and the price volatility of the Collateral.

#### (N) **Cyber Security**

As the use of technology has become more prevalent in the course of business, funds have become more susceptible to operational and financial risks associated with cyber security, including: theft, loss, misuse, improper release, corruption and destruction of, or unauthorised access to, confidential or highly restricted data relating to the Fund and the Unitholders and compromises or failures to systems, networks, devices and applications relating to the operations of the Fund and its service providers. Cyber security risks may result in financial losses to the Fund and the Unitholders; the inability of the Fund to transact business with the Unitholders; delays or mistakes in the calculation of the Net Asset Value or other materials provided to Unitholders; the inability to process transactions with Unitholders or the parties; violations of privacy and other laws; regulatory fines, penalties and reputational damage; and compliance and remediation costs, legal fees and other expenses. The Fund's service providers (including but not limited to the Manager and the Trustee and their agents), financial intermediaries, companies in which the Fund invests and parties with which the Fund engages in portfolio or other transactions also may be adversely impacted by cyber security risks in their own business, which could result in losses to the Fund or the Unitholders. While measures have been developed which are designed to reduce the risks associated with cyber security, there is no guarantee that those measures will be effective, particularly since the Fund does not directly control the cyber security defences or plans of its service providers, financial intermediaries and companies in which the Fund invests or with which it does business.

#### (O) **Risks related to pandemics and public health issues**

Epidemics, pandemics, outbreaks of disease, public health issues such as COVID-19 (or other novel coronaviruses), Ebola, H1N1 flu, H7N9 flu, H5N1 flu, and Severe Acute Respiratory

Syndrome (SARS) could materially adversely affect the Manager and any third party service provider it appoints, as well as the activities, operations and investments of the Fund.

Notable disruptions may include material uncertainty in the ability to value the assets and lack of available investments. This may impact a Fund's performance and liquidity.

Although the long-term effects of COVID-19 (and the actions and measures taken by governments around the world to halt the spread of such virus), cannot be predicted, previous occurrences of other epidemics, pandemics and outbreaks of disease, had material adverse effects on the economies, private markets and operations of those countries and jurisdictions in which they were most prevalent. A recurrence of an outbreak of any kind of epidemic, communicable disease, virus or major public health issue could cause a slowdown in the levels of economic activity generally (or push the world or local economies into recession), which could adversely affect the business, financial condition, operations and liquidity of the Manager, its service providers (including the Investment Manager), and the Fund. Should these or other major public health issues, including pandemics, arise or spread (or continue to worsen), the Manager, its service providers (including the Investment Manager) and the Fund could be adversely affected by more stringent travel restrictions (such as mandatory quarantines and social distancing), additional limitations on the Manager, or its service providers' (including the Investment Manager's) and the Fund's operations and business activities and governmental actions limiting the movement of people and goods between regions and other activities or operations.

(P) **Political Risks**

The value of the Fund's investments may be affected by uncertainties such as international political developments, civil conflicts and war, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investments may be made. For example, assets could be compulsorily re-acquired without adequate compensation.



**APPENDIX A**

An Eligible Market is a securities market established in the UK or an EEA State on which transferable securities admitted to the official listing in that country are dealt in or traded. The following list contains additional markets which the Manager and the Trustee have agreed are "Eligible Markets" for the Fund.

<b>Country</b>	<b>Market</b>
Australia	Australian Securities Exchange
Brazil	Sao Paulo Stock Exchange
Canada	The TSX Ventures Exchange, The Montreal Stock Exchange and The Toronto Stock Exchange
China	Shanghai Stock Exchange and Shenzhen Stock Exchange
Hong Kong	The Hong Kong Exchanges, Growth Enterprise Market
Japan	The Tokyo Stock Exchange, The Osaka Securities Exchange, The Nagoya, The Sapporo Stock Exchange and JASDAQ Securities Exchange
Korea	Korea Exchange Incorporated
Malaysia	Bursa Malaysia Berhad
Mexico	The Mexican Stock Exchange
New Zealand	The New Zealand Stock Exchange
Singapore	The Singapore Exchange
South Africa	JSE Securities Exchange
Switzerland	The SWX Swiss Exchange, Virt-Ex
Taiwan	Taiwan Stock Exchange
Thailand	Stock Exchange of Thailand
United Kingdom	The Main Market, The Alternative Investment Market of the London Stock Exchange (AIM), Aquis Stock Exchange (AQSE) and Channel Islands Stock Exchange (CISX)
USA	The New York Stock Exchange, The American Stock Exchange, NASDAQ, OTC Markets regulated by NASD/NASDAQ, The Philadelphia Stock Exchange and NYSE Arca

**APPENDIX B****ELIGIBLE DERIVATIVES MARKETS**

American Stock Exchange

Australian Securities Exchange

Chicago Board Options Exchange

CME Group Inc.

Copenhagen Stock Exchange

EUREX

Euronext Amsterdam

Euronext London International Financial Futures and Options Exchange,

Euronext Paris

Helsinki Exchanges

Hong Kong Exchanges

The Irish Stock Exchange

JSE Securities Exchange

Kansas City Board of Trade

Korea Exchange Incorporated

MEFF Renta Fija

MEFF Renta Variable

Montreal Stock Exchange

New York Futures Exchange

New York Mercantile Exchange

New York Stock Exchange

New Zealand Futures and Options Exchange

OMLX

Stockholmborsen

Osaka Securities Exchange

NYSE Arca

Philadelphia Board of Trade

Singapore Exchange

South Africa Futures Exchange

Tokyo Stock Exchange

Toronto Stock Exchange

## APPENDIX C

### 1 **General**

The Fund Property will be invested with the aim of achieving the investment objective of that Fund but subject to the limits set out in the Fund's investment policy, this Prospectus and the limits set out in Chapter 5 of the COLL Sourcebook ("COLL 5") that are applicable to UK UCITS retail schemes.

#### 1.1 **Prudent spread of risk**

The Manager must ensure that, taking account of the investment objectives and policy of each Fund, the Fund Property of each Fund aims to provide a prudent spread of risk.

#### 1.2 **Cover**

1.2.1 Where the COLL Sourcebook allows a transaction to be entered into or an investment to be retained only (for example, investment in nil and partly paid securities and the general power to accept or underwrite) if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in COLL 5, it must be assumed that the maximum possible liability of the Fund under any other of those rules has also to be provided for.

1.2.2 Where a rule in the COLL Sourcebook permits an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:

1.2.2.1 it must be assumed that in applying any of those rules, the Fund must also simultaneously satisfy any other obligation relating to cover; and

1.2.2.2 no element of cover must be used more than once.

### 2 **UCITS schemes – general**

2.1 The Fund Property of the Fund must, except where otherwise provided in COLL 5, only consist of any or all of:

- a) transferable securities;
- b) approved money market instruments;
- c) units in collective investment schemes;
- d) permitted derivatives and forward transactions;
- e) permitted deposits; and
- f) cash and near cash.

### 3 **Transferable securities**

3.1 A transferable security is an investment which is any of the following of:

- (a) a share;
- (b) a debenture;
- (c) an alternative debenture;
- (d) a government and public security;
- (e) a warrant; or
- (f) a certificate representing certain securities.

3.2 An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.

3.3 In applying paragraph 3.2 of this Appendix to an investment which is issued by a body corporate, and which is a share or debenture, the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.

3.4 An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

### 4. **Investment in transferable securities**

4.1 The Fund may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:

4.1.1 the potential loss which the Fund may incur with respect to holding the transferable security is limited to the amount paid for it;

4.1.2 its liquidity does not compromise the ability of the Manager to comply with its obligation to redeem units at the request of any qualifying Shareholder under the FCA Handbook;

4.1.3 reliable valuation is available for it as follows:

4.1.3.1 in the case of a transferable security admitted to or dealt in on an eligible market, where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;

4.1.3.2 in the case of a transferable security not admitted to or dealt in on an eligible market, where there is a valuation on a periodic basis which is derived from information from the issuer of the transferable security or from competent investment research;

4.1.4 appropriate information is available for it as follows:

- 4.1.4.1 in the case of a transferable security admitted to or dealt in on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the transferable security;
- 4.1.4.2 in the case of a transferable security not admitted to or dealt in on an eligible market, where there is regular and accurate information available to the Manager on the transferable security or, where relevant, on the portfolio of the transferable security;
- 4.1.5 it is negotiable; and
- 4.1.6 its risks are adequately captured by the risk management process of the Manager.
- 4.2 Unless there is information available to the Manager that would lead to a different determination, a transferable security which is admitted to or dealt in on an eligible market shall be presumed not to compromise the ability of the Manager to comply with its obligation to redeem units at the request of any qualifying Unitholder and to be negotiable.
5. **Closed end fund constituting transferable securities**
- 5.1 A unit in a closed end fund shall be taken to be a transferable security for the purposes of investment by the Fund, provided it fulfils the criteria for transferable securities set out in 4.1 above and either:
- 5.1.1 where the closed end fund is constituted as an investment company or a unit trust:
- 5.1.1.1 it is subject to corporate governance mechanisms applied to companies; and
- 5.1.1.2 where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or
- 5.1.2 where the closed end fund is constituted under the law of contract:
- 5.1.2.1 it is subject to corporate governance mechanisms equivalent to those applied to companies; and
- 5.1.2.2 it is managed by a person who is subject to national regulation for the purpose of investor protection.
6. **Transferable securities linked to other assets**
- 6.1 The Fund may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by the Fund provided the investment:
- 6.1.1 fulfils the criteria for transferable securities set out in 4.1 above; and
- 6.1.2 is backed by or linked to the performance of other assets, which may differ from those in which the Fund can invest.

6.2 Where an investment in 6.1 contains an embedded derivative component, the requirements of this paragraph with respect to derivatives and forwards will apply to that component.

## 7. **Approved Money-Market Instruments**

7.1 An approved money-market instrument is a money-market instrument which is normally dealt in on the money market, is liquid and has a value which can be accurately determined at any time.

7.2 A money-market instrument shall be regarded as normally dealt in on the money market if it:

7.2.1 has a maturity at issuance of up to and including 397 days;

7.2.2 has a residual maturity of up to and including 397 days;

7.2.3 undergoes regular yield adjustments in line with money market conditions at least every 397 days; or

7.2.4 has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in 7.2.1 or 7.2.2 or is subject to yield adjustments as set out in 7.2.3.

7.2.5 A money-market instrument shall be regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the obligation of the Manager to redeem units at the request of any qualifying Unitholder.

7.2.6 A money-market instrument shall be regarded as having a value which can be accurately determined at any time if accurate and reliable valuations systems, which fulfil the following criteria, are available:

7.2.6.1 enabling the Manager to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and

7.2.6.2 based either on market data or on valuation models including systems based on amortised costs.

7.2.7 A money-market instrument that is normally dealt in on the money market and is admitted to or dealt in on an eligible market shall be presumed to be liquid and have a value which can be accurately determined at any time unless there is information available to the Manager that would lead to a different determination.

## 8. **Transferable securities and money-market instruments generally to be admitted or dealt in on an Eligible Market**

8.1 Transferable securities and approved money-market instruments held within a Fund must be:

8.1.1 admitted to or dealt on an eligible market (as described in 9.3.1 or 9.4); or

8.1.2 dealt on an eligible market (as described in 9.3.2); or

- 8.1.3 for an approved money-market instrument not admitted to or dealt in on an eligible market, within 10.1; or
- 8.1.4 recently issued transferable securities provided that:
  - 8.1.4.1 the terms of issue include an undertaking that application will be made to be admitted to an eligible market; and
  - 8.1.4.2 such admission is secured within a year of issue.
- 8.1.5 However, the Fund may invest no more than 10% of the Fund Property in transferable securities and approved money-market instruments other than those referred to in 8.1.

## 9 **Eligible markets regime: purpose**

- 9.1 To protect investors the markets on which investments of a Fund are dealt in or traded on should be of an adequate quality ("eligible") at the time of acquisition of the investment and until it is sold.
- 9.2 Where a market ceases to be eligible, investments on that market cease to be approved securities. The 10% restriction in 8.1.5 above on investing in non approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as a breach beyond the control of the manager.
- 9.3 A market is eligible for the purposes of the rules if it is:
  - 9.3.1 a regulated market as defined in the FCA Handbook; or
  - 9.3.2 a market in the United Kingdom or an EEA State which is regulated, operates regularly and is open to the public.
- 9.4. A market not falling within paragraph 9.3 of this Appendix is eligible for the purposes of COLL 5 if:
  - 9.4.1 the Manager, after consultation with and notification to the Trustee, decides that market is appropriate for investment of, or dealing in, the Fund Property;
  - 9.4.2 the market is included in a list in the prospectus; and
  - 9.4.3 the Trustee has taken reasonable care to determine that:
    - 9.4.3.1 adequate custody arrangements can be provided for the investment dealt in on that market; and
    - 9.4.3.2 all reasonable steps have been taken by the Manager in deciding whether that market is eligible.
- 9.5 In paragraph 9.4, a market must not be considered appropriate unless it is regulated, operates regularly, is recognised, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.



## 10. **Money-market instruments with a regulated issuer**

- 10.1 In addition to instruments admitted to or dealt in on an eligible market, the Fund may invest in an approved money-market instrument provided it fulfils the following requirements:
- 10.1.1 the issue or the issuer is regulated for the purpose of protecting investors and savings; and
- 10.1.2 the instrument is issued or guaranteed in accordance with paragraph 10 below.
- 10.2 The issue or the issuer of a money-market instrument, other than one dealt in on an eligible market, shall be regarded as regulated for the purpose of protecting investors and savings if:
- 10.2.1 the instrument is an approved money-market instrument;
- 10.2.2 appropriate information is available for the instrument (including information which allows an appropriate assessment of the credit risks related to investment in it), in accordance with paragraph 12 below; and
- 10.2.3 the instrument is freely transferable.

## 11. **Issuers and guarantors of money-market instruments**

- 11.1 The Fund may invest in an approved money-market instrument if it is:
- 11.1.1 issued or guaranteed by any one of the following:
- 11.1.1.1 a central authority of the United Kingdom or an EEA State or, if the EEA State is a federal state, one of the members making up the federation;
- 11.1.1.2 a regional or local authority of the United Kingdom or an EEA State;
- 11.1.1.3 the Bank of England, the European Central Bank or a central bank of an EEA State;
- 11.1.1.4 the European Union or the European Investment Bank;
- 11.1.1.5 a non-EEA State or, in the case of a federal state, one of the members making up the federation;
- 11.1.1.6 a public international body to the United Kingdom or one or more EEA States belong; or
- 11.1.2 issued by a body, any securities of which are dealt in on an eligible market; or
- 11.1.3 issued or guaranteed by an establishment which is:
- 11.1.3.1 subject to prudential supervision in accordance with criteria defined by UK or EU law; or
- 11.1.3.2 subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or EU law.

- 11.2 An establishment shall be considered to satisfy the requirement in 11.1.3.2 if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria:
- 11.2.1 it is located in the European Economic Area;
- 11.2.2 it is located in an OECD country belonging to the Group of Ten;
- 11.2.3 it has at least investment grade rating;
- 11.2.4 on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by UK or EU law.
12. **Appropriate information for money-market instruments**
- 12.1 In the case of an approved money-market instrument within 11.1.2 or issued by a body of the type referred to in COLL 5.2.10EG, or which is issued by an authority within 11.1.1.2 or a public international body within 11.1.1.6 but is not guaranteed by a central authority within 11.1.1.1, the following information must be available:
- 12.1.1 information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;
- 12.1.2 updates of that information on a regular basis and whenever a significant event occurs; and
- 12.1.3 available and reliable statistics on the issue or the issuance programme.
- 12.2 In the case of an approved money-market instrument issued or guaranteed by an establishment within 11.1.3, the following information must be available:
- 12.2.1 information on the issue or the issuance programme or on the legal and financial situation of the issuer prior to the issue of the instrument;
- 12.2.2 updates of that information on a regular basis and whenever a significant event occurs; and
- 12.2.3 available and reliable statistics on the issue or the issuance programme, or other data enabling an appropriate assessment of the credit risks related to investment in those instruments.
- 12.3 In the case of an approved money-market instrument:
- 12.3.1 within 11.1.1.1, 11.1.1.4 or 11.1.1.5; or
- 12.3.2 which is issued by an authority within 11.1.1.2 or a public international body within 11.1.1.6 and is guaranteed by a central authority within 11.1.1.1;

- 12.3.3 information must be available on the issue or the issuance programme, or on the legal and financial situation of the issuer prior to the issue of the instrument.
13. **Spread: general**
- 13.1 This rule on spread does not apply to government and public securities.
- 13.2 Not more than 20% in the value of the Fund Property is to consist of deposits with a single body.
- 13.3 Not more than 5% in value of the Fund Property is to consist of transferable securities or approved money market instruments issued by any single body, except that the limit of 5% is raised to 10% in respect of up to 40% in value of the Fund Property (covered bonds need not be taken into account for the purposes of applying the limit of 40%). For these purposes certificates representing certain securities are treated as equivalent to the underlying security.
- 13.4 The limit of 5% is raised to 25% in value of the Fund Property in respect of covered bonds provided that when a Fund invests more than 5% in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% in value of the Fund Property.
- 13.5 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Fund Property. This limit is raised to 10% where the counterparty is an Approved Bank.
- 13.6 Not more than 20% in value of the Fund Property of a Fund is to consist of transferable securities and approved money market instruments issued by the same group.
- 13.7 Not more than 10% in value of the Fund Property is to consist of the units of any one collective investment scheme.
- 13.8 In applying the above limits in 13.2, 13.3 and 13.5, and subject to 13.4, not more than 20% in value of the Fund Property is to consist of any combination of two or more of the following:
- 13.8.1 transferable securities (including covered bonds) or approved money market instruments issued by; or
- 13.8.2 deposits made with; or
- 13.8.3 exposures from OTC derivatives transactions made with;
- a single body.
- 13.9 In applying the limits in 13.5 and 13.8 of this paragraph 13, the exposure in respect of an OTC derivative may be reduced to the extent that collateral is held in respect of it if the collateral meets each of the following conditions:
- 13.9.1 it is marked-to-market on a daily basis and exceeds the value of the amount at risk;

- 13.9.2 it is exposed only to negligible risks (e.g. government bonds of first credit rating or cash) and is liquid;
- 13.9.3 it is held by a third party custodian not related to the provider or is legally secured from the consequences of a failure of a related party; and
- 13.9.4 can be fully enforced by the UCITS scheme at any time.
- 13.10 For the purposes of calculating the limits in 13.5 and 13.8 of this paragraph 13 (Spread: general), OTC derivative positions with the same counterparty may be netted provided that the netting procedures:
- 13.10.1 comply with the conditions set out in Section 3 (Contractual netting (Contracts for novation and other netting agreements)) of Annex III to the Banking Consolidation Directive; and
- 13.10.2 are based on legally binding agreements.
- 13.11 In applying this paragraph 13, all derivatives transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house meets each of the following conditions:
- 13.11.1 it is backed by an appropriate performance guarantee; and
- 13.11.2 it is characterised by a daily mark-to-market valuation of the derivative positions and at least daily margining.
14. **Spread: government and public securities**
- 14.1 The following paragraph applies to transferable securities and money market instruments issued by public bodies ("Such Securities").
- 14.2 Where no more than 35% in value of the Fund Property is invested in Such Securities issued by any one body, there is no limit on the amount which may be invested in Such Securities or in any one issue.
- 14.3 A Fund may invest more than 35% in value of the Fund Property in Such Securities issued by any one body provided that:
- 14.3.1 the Manager has before any such investment is made consulted with the Trustee and as a result considers that the issuer of Such Securities is one which is appropriate in accordance with the investment objectives of the authorised Funds;
- 14.3.2 no more than 30% in value of the Fund Property consists of such securities of any one issue;
- 14.3.3 the Fund Property includes Such Securities issued by that or another issuer, of at least six different issues;
- 14.3.4 the disclosures required by the FCA have been made.
- 14.4 In relation to Such Securities;
- 14.4.1 issue, issued and issuer include guarantee, guaranteed and guarantor; and

- 14.4.2 an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of issue.
- 14.5 In the case of the Fund more than 35% of the property of the Fund may be invested in Government and public securities issued by or on behalf of or guaranteed by the Government of the United Kingdom (including the Scottish Administration, the Executive Committee of the Northern Ireland Assembly, the National Assembly of Wales), Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, Slovenia, Romania, Bulgaria and Switzerland and by one of the following international organisations: World Bank, Asian Development Bank (ADB), Council of Europe Development Bank, Deutsche Ausgleichsbank (DTA), Eurofima, European Bank for Reconciliation and Development (EBRD), European Investment Bank (EIB), International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), Kreditanstalt für Wiederaufbau (KfW), LCR Finance plc, and the Nordic Investment Bank (NIB).
- 14.6 Notwithstanding paragraph 13.1 and subject to paragraphs 14.2 and 14.3, in applying the 20% limit in paragraph 13.8 with respect to a single body, government and public securities issued by that body shall be taken into account.
15. **Investment in collective investment schemes**
- 15.1 Up to 10% in value of the property of a Fund may be invested in units or shares in other collective investment schemes ("Second Scheme") provided that the Second Scheme satisfies all of the following conditions:
- 15.1.1 The Second Scheme must:
- 15.1.1.1 comply the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or
- 15.1.1.2 is a recognised scheme that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided the requirements of COLL 5.213AR are met);
- 15.1.1.3 be authorised as a non-UCITS retail scheme (provided the requirements of COLL 5.2.13AR (1), (3), and (4) are met); or
- 15.1.1.4 be authorised in another EEA State (provided the requirements of COLL 5.2.13AR are met); or
- 15.1.1.5 be authorised by the competent authority of an OECD member country (other than another EEA State) which has:
- (i) signed the IOSCO Multilateral Memorandum of Understanding; and
- (ii) approved the scheme's management company, rules and depositary/custody arrangements (provided the requirements of COLL 5.2.13AR are met).

- 15.1.2 The Second Scheme has terms which prohibit more than 10% in value of the Fund Property consisting of units in collective investment schemes; and
- 15.1.3 Investment may only be made in other collective investment schemes managed by the Manager or an associate of the Manager if the Fund's Prospectus clearly states that it may enter into such investments and the rules on double charging contained in the COLL Sourcebook are complied with. The Fund may invest up to 10% in value of its property in collective investment schemes managed or operated by or whose Manager is Apex Fundrock Ltd or an associate of Apex Fundrock Ltd.
- 15.1.4 Where the Second Scheme is an umbrella, the provision of 15.1.2 and 15.1.3 and paragraph 13 apply to each Fund as if it were a separate scheme.
- 15.1.5 In accordance with COLL 5.2.15R (investment in associated collective investment schemes) each of the Sub-Funds may include units in a Second Scheme managed or operated by the ACD or an associate of the ACD (an "**Associated Scheme**"), provided the conditions in paragraph 15.1.6 are complied with.
- 15.1.6 A Sub-Fund must not invest in or dispose of units in an Associated Scheme unless:
- (a) there is no charge in respect of the investment in or the disposal of units in the Second Scheme; or
  - (b) the ACD is under a duty to pay the Sub-Fund by the close of business on the fourth Business Day following the date of the agreement to invest or dispose the amount referred to in paragraphs 15.1.6.1 or 15.1.6.2 below.
- 15.1.6.1 Where an investment is made, the amount referred to in paragraph 16.7 (b) is either:
- (a) any amount by which the consideration paid by the Sub-Fund for the units in the Associated Scheme exceeds the price that would have been paid for the benefit of the Associated Scheme had the units been newly issued or sold by it; or
  - (b) if such price cannot be ascertained by the ACD, the maximum amount of any charge permitted to be made by the seller of units in the Second Scheme;
- 15.1.6.2 Where a disposal is made, the amount referred to in paragraph 15.1.6.1 (b) is the amount of any charge made for the account of the authorised fund manager or operator of the Associated Scheme or an associate of any of them in respect of the disposal.

- 15.1.7 In paragraph 15.1.6.1:
- (a) any addition to or deduction from the consideration paid on the acquisition or disposal of units in the Associated Scheme, which is applied for the benefit of the Associated Scheme and is, or is like, a dilution levy or SDRT provision, is to be treated as part of the price of the units and not as part of any charge; and
  - (b) any Switching charge made in respect of an exchange of units in one Sub-Fund or separate part of the Associated Scheme for units in another Sub-Fund or separate part of that collective investment scheme is to be included as part of the consideration paid for the units.
- 15.1.8 No Sub-Fund may invest in another Sub-Fund of the Company.
16. **Investment in nil and partly paid securities**
- 16.1 A transferable security or an approved money market instrument on which any sum is unpaid falls within a power of investment only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Fund, at the time when payment is required, without contravening the rules in COLL 5.
17. **Derivatives: general**
- 17.1 A transaction in derivatives or a forward transaction must not be effected for a Fund unless the transaction is of a kind specified in paragraph 18 below (Permitted transactions (derivatives and forwards)); and the transaction is covered, as required by paragraph 25 (Cover for transactions in derivatives and forward transactions).
- 17.2 Where a Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in the COLL Sourcebook in relation to spread (see paragraph 13 (Spread: general) and paragraph 14 (Spread: government and public securities)) except for index based derivatives where the rules below apply.
- 17.3 Where a transferable security or approved money market instrument embeds a derivative, this must be taken into account for the purposes of complying with this paragraph.
- 17.4 A transferable security or an approved money-market instrument will embed a derivative if it contains a component which fulfils the following criteria:
- 17.4.1 by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or approved money-market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a stand-alone derivative;

- 17.4.2 its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
- 17.4.3 it has a significant impact on the risk profile and pricing of the transferable security or approved money-market instrument.
- 17.5 A transferable security or an approved money-market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money-market instrument. That component shall be deemed to be a separate instrument.
- 17.6 Where the Fund invests in an index based derivative, provided the relevant index falls within paragraph 19 (Financial Indices underlying derivatives), the underlying constituents of the index do not have to be taken into account for the purposes of paragraphs 13 and 14 above.
- 17.7 Any use of derivatives shall be in accordance with good market practice (having regard to COLL 5.4.6AG). The related costs and fees may be deducted from the revenue delivered to the Fund, and may be paid to the third party intermediaries who are not related to the Manager or the Trustee. The identity of those intermediaries (if any) will be disclosed in the annual report.
- 18 **Permitted transactions (derivatives and forwards)**
- 18.1 A transaction in a derivative must be in an approved derivative; or be one which complies with paragraph 22 (OTC transactions in derivatives).
- 18.2 A transaction in a derivative must have the underlying consisting of any or all of the following to which the scheme is dedicated: transferable securities, approved money market instruments permitted under paragraph 10 (Money market instruments with a regulated issuer), deposits, permitted derivatives under this paragraph, collective investment scheme units permitted under paragraph 15 (Investment in collective investment schemes), financial indices which satisfy the criteria set out in paragraph 19, interest rates, foreign exchange rates and currencies.
- 18.3 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.
- 18.4 A transaction in a derivative must not cause the Fund to diverge from its investment objectives as stated in the instrument constituting the scheme and the most recently published version of this Prospectus.
- 18.5 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more, transferable securities, approved money market instruments, units in collective investment schemes, or derivatives.
- 18.6 Any forward transaction must be with and Eligible Institution or an Approved Bank.



- 19. Financial Indices underlying derivatives**
- 19.1 The financial indices referred to in 18.2 are those which satisfy the following criteria:
- 19.1.1 the index is sufficiently diversified;
- 19.1.2 the index represents an adequate benchmark for the market to which it refers; and
- 19.1.3 the index is published in an appropriate manner.
- 19.2 A financial index is sufficiently diversified if:
- 19.2.1 it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;
- 19.2.2 where it is composed of assets in which the Fund is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in this paragraph; and
- 19.2.3 where it is composed of assets in which the Fund cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this paragraph.
- 19.3 A financial index represents an adequate benchmark for the market to which it refers if:
- 19.3.1 it measures the performance of a representative group of underlyings in a relevant and appropriate way;
- 19.3.2 it is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers, following criteria which are publicly available; and
- 19.3.3 the underlyings are sufficiently liquid, allowing users to replicate it if necessary.
- 19.4 A financial index is published in an appropriate manner if:
- 19.4.1 its publication process relies on sound procedures to collect prices, and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and
- 19.4.2 material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.
- 19.5 Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to 18.2, be regarded as a combination of those underlyings.

## 20 **Transactions for the purchase of property**

20.1 A derivative or forward transaction which will or could lead to the delivery of property for the account of the Fund may be entered into only if that property can be held for the account of the Fund, and the Manager having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the rules in the COLL Sourcebook.

## 21 **Requirement to cover sales**

21.1 No agreement on behalf of the Fund to dispose of property or rights may be made unless the obligation to make the disposal and any other similar obligation could immediately be honoured by the Manager on behalf of the Fund by delivery of property or the assignment (or, in Scotland, assignation) of rights, and the property and rights above are owned by the Fund at the time of the agreement. This requirement does not apply to a deposit.

21.2 The above does not apply where:

21.2.1 the risks of the underlying financial instrument of a derivative can be appropriately represented by another financial instrument and the underlying financial instrument is highly liquid; or

21.2.2 the Manager or the Trustee has the right to settle the derivative in cash and cover exists within the Fund Property which falls within one of the following asset classes:

21.2.2.1 cash;

21.2.2.2 liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards (in particular, haircuts); or

21.2.2.3 other highly liquid assets having regard to their correlation with the underlying of the financial derivative instruments, subject to appropriate safeguards (e.g. haircuts where relevant).

21.3 In the asset classes referred to in 21.2.2.1 to 21.2.2.3, an asset may be considered as liquid where the instrument can be converted into cash in no more than seven business days at a price closely corresponding to the current valuation of the financial instrument on its own market.

## 22 **OTC transactions in derivatives**

22.1 Any transaction in an OTC derivative under this paragraph must be:

22.1.1 with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is an Eligible Institution or an Approved Bank; or a person whose permission (including any requirements or limitations), as published in the FCA Register or whose Home State authorisation, permits it to enter into the transaction as principal off-exchange;

- 22.1.2 on approved terms; the terms of the transaction in derivatives are approved only if, before the transaction is entered into, the Trustee is satisfied that the counterparty has agreed with the Manager: to provide at least daily and at any other time at the request of the Manager, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value (being the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction) and which does not rely only on market quotations by the counterparty; and that it or an alternative counterparty will, at the request of the Manager, enter into a further transaction to sell, liquidate or close out that transaction at any time, at a fair value arrived at under the reliable market value basis or pricing model agreed under the following paragraph; and
- 22.1.3 capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the Manager having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:
- 22.1.3.1 on the basis of an up-to-date market value which has been agreed is reliable; or
- 22.1.3.2 if the value referred to in 22.1.4.1 is not available, on the basis of a pricing model which the Manager and the Trustee have agreed uses an adequate recognised methodology; and
- 22.1.4 subject to verifiable valuation: a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:
- 22.1.4.1 an appropriate third party which is independent from the counterparty of the derivative at an adequate frequency and in such a way that the Manager is able to check it; or
- 22.1.4.2 a department within the Manager which is independent from the department in charge of managing the Fund Property and which is adequately equipped for such a purpose.

## 23 **Risk management**

- 23.1 The Manager uses a risk management process, as reviewed by the Trustee, enabling it to monitor and measure as frequently as appropriate the risk of a Fund's positions and their contribution to the overall risk profile of the Fund. Before using the process, the Manager will notify the FCA of the details of the risk management process.

## 24 **Derivative exposure**

- 24.1 The Fund may invest in derivatives and forward transactions as long as the exposure to which the Fund is committed by that transaction itself is suitably covered from within its Fund Property. Exposure will include any initial outlay in respect of that transaction.

- 24.2 Cover ensures that a Fund is not exposed to the risk of loss of property, including money, to an extent greater than the net value of the Fund Property of that Fund. Therefore, the Fund must hold Fund Property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Fund is committed. Paragraph 24 (Cover for transactions in derivatives and forward transactions) sets out detailed requirements for cover of the Fund.
- 24.3 A future is to be regarded as an obligation to which the Fund is committed (in that, unless closed out, the future will require something to be delivered, or accepted and paid for); a written option as an obligation to which the scheme is committed (in that it gives the right of potential exercise to another thereby creating exposure); and a bought option as a right (in that the purchaser can, but need not, exercise the right to require the writer to deliver and accept and pay for something).
- 24.4 Cover used in respect of one transaction in derivatives or forward transaction must not be used for cover in respect of another transaction in derivatives or a forward transaction.
- 25 **Cover for transactions in derivatives and forward transactions**
- 25.1 A transaction in derivatives or a forward transaction is to be entered into only if the maximum exposure, in terms of the principal or notional principal created by the transaction to which the scheme is or may be committed by another person is covered globally.
- 25.2 Exposure is covered globally if adequate cover from within the Fund Property is available to meet the scheme's total exposure, taking into account the value of the underlying assets, any reasonably foreseeable market movement, counterparty risk, and the time available to liquidate any positions.
- 25.3 Cash not yet received into the Fund Property but due to be received within one month is available as cover.
- 25.4 Property the subject of a stock lending transaction is only available for cover if the Manager has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required.
- 25.5 The total exposure relating to derivatives held in a Fund may not exceed the net value of the Fund Property.
- 26 **Cover and borrowing**
- 26.1 Cash obtained from borrowing, and borrowing which the Manager reasonably regards an Eligible Institution or an Approved Bank to be committed to provide, is not available for cover under the previous paragraph 25 except where 26.2 below applies.
- 26.2 Where, for the purposes of this paragraph the Fund borrows an amount of currency from an Eligible Institution or an Approved Bank; and keeps an amount in another currency, at least equal to such borrowing for the time on deposit with the lender (or his agent or nominee), then this applies as if the borrowed currency, and not the deposited currency, were part of the Fund Property.

## 27 **Investment in deposits**

27.1 A Fund may invest in deposits only with an Approved Bank and which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months.

## 28 **Significant influence**

28.1 The Fund must not acquire transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if:

28.1.1 immediately before the acquisition, the aggregate of any such securities held by the Fund gives the Fund power significantly to influence the conduct of business of that body corporate; or

28.1.2 The acquisition gives the Fund that power.

28.2 For the purposes of paragraph 28.1, the Fund is to be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held by it, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).

## 29 **Concentration**

A UCITS Scheme:

29.1 must not acquire transferable securities other than debt securities which

29.1.1 do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and

29.1.2 represent more than 10% of these securities issued by that body corporate;

29.2 must not acquire more than 10% of the debt securities issued by any single issuing body;

29.3 must not acquire more than 25% of the units in a collective investment scheme;

29.4 must not acquire more than 10% of the approved money market instruments issued by any single body;

29.5 need not comply with the limits in paragraphs 29.2, 29.3 and 29.4 of this Appendix if, at the time of the acquisition, the net amount in issue of the relevant investment cannot be calculated.

## 30 **Schemes replicating an index**

30.1 Notwithstanding paragraph 13, the Fund may invest up to 20% in value of the Fund Property in shares and debentures which are issued by the same body where the stated investment policy is to replicate the composition of a relevant index as defined below.

- 30.2 Replication of the composition of a relevant index shall be understood to be a reference to a replication of the composition of the underlying assets of that index, including the use of techniques and instruments permitted for the purpose of Efficient Portfolio Management.
- 30.3 The 20% limit can be raised up to 35% in value of the Fund Property, but only in respect of one body and where justified by exceptional market conditions.
- 30.4 In the case of the Fund replicating an index the Fund Property need not consist of the exact composition and weighting of the underlying in the relevant index in cases where the Fund's investment objective is to achieve a result consistent with the replication of an index rather than an exact replication.
- 30.5 The indices referred to above are those which satisfy the following criteria:
- 30.5.1 The composition is sufficiently diversified;
- 30.5.2 The index represents an adequate benchmark for the market to which it refers; and
- 30.5.3 The index is published in an appropriate manner.
- 30.6 The composition of an index is sufficiently diversified if its components adhere to the spread and concentration requirements in this paragraph.
- 30.7 An index represents an adequate benchmark if its provider uses a recognised methodology which generally does not result in the exclusion of a major issuer of the market to which it refers.
- 30.8 An index is published in an appropriate manner if:
- 30.8.1 it is accessible to the public;
- 30.8.2 the index provider is independent from the index-replicating UCITS scheme; this does not preclude index providers and the UCITS scheme from forming part of the same group, provided that effective arrangements for the management of conflicts of interest are in place.
- 31 **Stock lending**
- 31.1 In accordance with the Regulations, the entry into stock lending transactions or repo contracts for the account of a Fund is permitted for the generation of additional income for the benefit of that Fund, and hence for its Unitholders.

- 31.2 The specific method of stock lending permitted in this section is in fact not a transaction which is a loan in the normal sense. Rather it is an arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992, under which the lender transfers securities to the borrower otherwise than by way of sale and the borrower is to transfer those securities, or securities of the same type and amount, back to the lender at a later date. In accordance with good market practice, a separate transaction by way of transfer of assets is also involved for the purpose of providing collateral to the "lender" to cover him against the risk that the future transfer back of the securities may not be satisfactorily completed.
- 31.3 The stock lending permitted by this section may be exercised by a Fund when it reasonably appears to a Fund to be appropriate to do so with a view to generating additional income with an acceptable degree of risk.
- 31.4 The Fund or the Depositary at the request of the Fund may enter into a stock lending arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992 (without extension by section 263C), but only if all the terms of the agreement under which securities are to be reacquired by the Depositary for the account of a Fund, are in a form which is acceptable to the Depositary and are in accordance with good market practice, the counterparty meets the criteria set out in COLL 5.4.4, and collateral is obtained to secure the obligation of the counterparty. Collateral must be acceptable to the Depositary, adequate and sufficiently immediate.
- 31.5 The Depositary must ensure that the value of the collateral at all times is at least equal to the value of the securities transferred by the Depositary. This duty may be regarded as satisfied in respect of collateral the validity of which is about to expire or has expired where the Depositary takes reasonable care to determine that sufficient collateral will again be transferred at the latest by the close of business on the day of expiry.
- 31.6 Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) may be regarded, for the purposes of valuation under the COLL Sourcebook, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of a Fund.
- 31.7 Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) may be regarded, for the purposes of valuation under the COLL Sourcebook, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of a Fund.
- 31.8 However, the Fund will not enter into any stock lending arrangements or repo contracts.

## 32 **Cash and near cash**

- 32.1 Cash and near cash must not be retained in the Fund Property except to the extent that, where this may reasonably be regarded as necessary in order to enable:
- 32.1.1 the pursuit of the Fund's investment objectives; or
  - 32.1.2 the redemption of units; or
  - 32.1.3 efficient management of the Fund in accordance with its investment objectives; or
  - 32.31.4 other purposes which may reasonably be regarded as ancillary to the investment objectives of the Fund.
- 32.2 During the period of the initial offer the Fund Property of the Fund may consist of cash and near cash without limitations.

## 33 **General**

- 33.1 Where the Fund invests in or disposes of units or shares in another collective investment scheme which is managed or operated by the Manager or an associated of the Manager, the Manager must pay to the Fund by the close of business on the fourth business day the amount of any preliminary charge in respect of a purchase, and in the case of a sale, any charge made for the disposal.
- 33.2 A breach of any of these limits does not prevent the exercise of rights conferred by investments held by the Fund if the consent of the Trustee is obtained in writing but the Manager must then take such steps as are necessary to restore compliance with the investment limits as soon as practicable having regard to the interests of Unitholders.

## 34 **Underwriting**

- 34.1 Underwriting and sub underwriting contracts and placings may also, subject to certain conditions set out in the COLL Sourcebook, be entered into for the account of the Fund.

## 35 **Borrowing powers**

- 35.1 The Manager may, and subject to the COLL Sourcebook, borrow money from an Eligible Institution or an Approved Bank for the use of the Fund on terms that the borrowing is to be repayable out of the Fund Property.
- 35.2 Borrowing must be on a temporary basis, must not be persistent, and in any event must not exceed three months without the prior consent of the Trustee, which may be given only on such conditions as appear appropriate to the Trustee to ensure that the borrowing does not cease to be on a temporary basis.
- 35.3 The Manager must ensure that borrowing does not, on any business day, exceed 10% of the value of the Fund.



35.4

These borrowing restrictions do not apply to “back to back” borrowing for currency hedging purposes (i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates).

## APPENDIX D

### PAST PERFORMANCE OF THE FUND

Below we have shown the annual historical percentage performance over the last 5 years to 31 December 2023.

The performance is measured on a Net Asset Value (NAV) to NAV.

	Year to 31/12/2023	Year to 31/12/2022	Year to 31/12/2021	Year to 31/12/2020	Year to 31/12/2019
<b>MI Brompton UK Recovery Unit Trust Class A accumulation units</b>	7.8	-8.9	16.3	-4.0	18.5

Source: Financial Express.

**Note: Past performance should not be taken as a guide to the future. The value of investments and income from them can go down as well as up and investors may not get back the amount originally invested.**

#### Target Market for MiFID II:

Type of clients: retail, professional clients and eligible counterparties (subject to the applicable legal and regulatory requirements in the relevant jurisdiction).

Clients' knowledge and experience: investors with at least basic knowledge and experience of funds which are to be managed in accordance with a specific investment objective and policy.

Clients' financial situation with a focus on ability to bear losses: Investors must be prepared to accept fluctuations in the value of capital including capital loss and accept the risks of investing in equity markets, including having the ability to bear 100% capital loss.

Clients' risk tolerance and compatibility of risk/reward profile of the product with the target market: due to the volatility of markets and specific risks of investing in shares in a fund (including those set out in the risk warnings in this Prospectus), investors should have a high risk tolerance. They should be willing to accept price fluctuations in exchange for the opportunity of higher returns.

Clients' objectives and needs: investors should be seeking to invest for the medium to long term who wish to gain access to a portfolio managed in accordance with the specific investment objective and policy of the Fund.

Clients' who should not invest: shares in the Fund is deemed incompatible for investors which:

are looking for full capital protection or full repayment of the amount invested and clients who want a guaranteed return (whether income or capital)

are fully risk averse/have no risk tolerance

need a fully guaranteed income of fully predictable return profile

Distribution channel: This product is eligible for all distribution channels (e.g. investment advice, portfolio management, non-advised sales and pure execution services).

**Best Execution:**

The Manager's order execution policy sets out the factors which the Manager expects the Investment Manager to consider when effecting transactions and placing orders in relation to the Fund.

This policy has been developed in accordance with the Manager's obligations under the Regulations to obtain the best possible result for the Fund. Details of the order execution policy are available on the Manager's website at [www.fundrock.com](http://www.fundrock.com)

**APPENDIX E****DIRECTORY****The Manager**

Apex Fundrock Ltd  
Hamilton Centre  
Rodney Way  
Chelmsford  
Essex  
CM1 3BY

**Investment Manager**

Brompton Asset Management Limited  
1 Knightsbridge Green  
London  
SW1X 7QA

**Registrar**

Apex Fundrock Ltd  
Hamilton Centre  
Rodney Way  
Chelmsford  
Essex  
CM1 3BY

**Trustee**

Northern Trust Investor Services Limited  
50 Bank Street  
Canary Wharf  
London  
E14 5NT

**Custodian**

The Northern Trust Company, London Branch  
50 Bank Street  
Canary Wharf  
London  
E14 5NT

**Fund Accounting**

Apex Fundrock Ltd  
Hamilton Centre  
Rodney Way  
Chelmsford  
Essex  
CM1 3BY

**Auditors**

Grant Thornton UK LLP  
30 Finsbury Square  
London  
EC2A 1AG

**APPENDIX F****List of other Authorised Collective Investment Schemes operated by the Manager****The Manager acts as Authorised Corporate Director (ACD), Alternative Investment Fund Manager (AIFM) or Manager of the following Funds:**

MI Activus Wealth Funds

MI Bespoke Funds ICVC

MI Brewin Dolphin Investment Funds

MI Brewin Dolphin Voyager Funds

MI Canaccord Genuity Investment Funds

MI Charles Stanley Investment Funds

MI Charles Stanley Investment Funds II

MI Chelverton Equity Fund

MI Hawksmoor Open-Ended Investment Company

MI Metropolis Valuefund

MI Quilter Cheviot Investment Funds

MI Somerset Asia Income Fund

MI Somerset Capital Management Investment Funds ICVC

MI Sonoma Partners Funds

MI Thornbridge Investment Funds

MI TwentyFour Investment Funds

TwentyFour Income Fund

TwentyFour Select Monthly Income Fund

**APPENDIX G**

<b>Depository – Sub-custodian Delegate Information</b>		
<b>January 2024</b>		
<b>Jurisdiction</b>	<b>Sub-custodian</b>	<b>Sub-custodian Delegate</b>
<b>Argentina</b>	Citibank N.A., Buenos Aires Branch	
<b>Australia</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Australia Limited
<b>Austria</b>	UniCredit Bank Austria AG	
<b>Bahrain</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
<b>Bangladesh</b>	Standard Chartered Bank	
<b>Belgium</b>	The Northern Trust Company	
<b>Bosnia and Herzegovina (Federation of Bosnia-Herzegovina)</b>	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
<b>Bosnia and Herzegovina (Republic of Srpska)</b>	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
<b>Botswana</b>	Standard Chartered Bank Botswana Limited	
<b>Brazil</b>	Citibank N.A., Brazilian Branch	Citibank Distribuidora de Titulos e Valores Mobiliarios S.A ("DTVM")
<b>Bulgaria</b>	Citibank Europe plc, Bulgaria Branch	
<b>Canada</b>	Royal Bank of Canada	

<b>Chile</b>	Citibank N.A.	Banco de Chile
<b>China A Share</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Company Limited (China)
<b>China B Share</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Company Limited (China)
<b>Clearstream</b>	Clearstream Banking S.A	
<b>Colombia</b>	Cititrust Columbia S.A. Sociedad Fiduciaria	
<b>Costa Rica</b>	Banco Nacional de Costa Rica	
<b>Croatia</b>	UniCredit Bank Austria AG	Zagrebacka Banka d.d.
<b>Cyprus</b>	Citibank Europe PLC	
<b>Czech Republic</b>	UniCredit Bank Czech Republic and Slovenia, a.s.	
<b>Denmark</b>	Skandinaviska Enskilda Banken AB (publ)	
<b>Egypt</b>	Citibank N.A., Cairo Branch	
<b>Estonia</b>	Swedbank AS	
<b>Euroclear</b>	Euroclear Bank S.A/N.V	
<b>Finland</b>	Skandinaviska Enskilda Banken AB (publ)	
<b>France</b>	The Northern Trust Company	
<b>Germany</b>	The Northern Trust Company	

<b>Ghana</b>	Standard Chartered Bank Ghana Limited	
<b>Greece</b>	Citibank Europe PLC	
<b>Hong Kong</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Hong Kong (Stock and Bond Connect)</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Hungary</b>	Citibank Europe plc.	
<b>Iceland</b>	Landsbankinn hf.	
<b>India</b>	Citibank N.A.	
<b>Indonesia</b>	Standard Chartered Bank	
<b>Ireland</b>	The Northern Trust Company, London	
<b>Israel</b>	Citibank, N.A., Israel Branch	
<b>Italy</b>	Citibank Europe plc	
<b>Japan</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Jordan</b>	Bank of Jordan Plc	
<b>Kazakhstan</b>	Citibank Kazakhstan JSC	
<b>Kenya</b>	Standard Chartered Bank Kenya Limited	
<b>Kuwait</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited



<b>Latvia</b>	Swedbank AS	
<b>Lithuania</b>	AB SEB bankas	
<b>Luxembourg</b>	Euroclear Bank S.A./N.V.	
<b>Malaysia</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Malaysia Berhad
<b>Mauritius</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Mexico</b>	Banco Nacional de Mexico S.A. integrante del Grupo Financiero Banamex	
<b>Morocco</b>	Société Générale Marocaine de Banques	
<b>Namibia</b>	Standard Bank Namibia Ltd	
<b>Netherlands</b>	The Northern Trust Company	
<b>New Zealand</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Nigeria</b>	Stanbic IBTC Bank Plc	
<b>Norway</b>	Skandinaviska Enskilda Banken AB (publ)	
<b>Oman</b>	First Abu Dhabi PJSC, Oman Branch	
<b>Pakistan</b>	Citibank N.A., Karachi Branch	
<b>Panama</b>	Citibank N.A., Panama Branch	
<b>Peru</b>	Citibank del Peru S.A.	

<b>Philippines</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Poland</b>	Bank Handlowy w Warszawie S.A	
<b>Portugal</b>	BNP Paribas SA	
<b>Qatar</b>	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
<b>Romania</b>	Citibank Europe PLC	
<b>Russia</b>	AO Citibank	
<b>Saudi Arabia</b>	The Northern Trust Company of Saudi Arabia	
<b>Serbia</b>	UniCredit Bank Austria A.G.	UniCredit Bank Serbia JSC
<b>Singapore</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Slovakia</b>	Citibank Europe PLC	
<b>Slovenia</b>	UniCredit Banka Slovenija d.d.	
<b>South Africa</b>	The Standard Bank of South Africa Limited	
<b>South Korea</b>	The Hongkong and Shanghai Banking Corporation Limited	
<b>Spain</b>	Citibank Europe plc	
<b>Sri Lanka</b>	Standard Chartered Bank	
<b>Sweden</b>	Skandinaviska Enskilda Banken AB (publ)	

<b>Switzerland</b>		UBS AG Switzerland	
<b>Taiwan</b>		The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Taiwan) Limited
<b>Tanzania</b>		Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Tanzania Limited
<b>Thailand</b>		Citibank N.A., Bangkok Branch	
<b>Tunisia</b>		Union Internationale de Banques	
<b>Turkey</b>		Citibank A.S.	
<b>United Arab Emirates (ADX)</b>		The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
<b>United Arab Emirates (DFM)</b>		The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
<b>United Arab Emirates (NASDAQ)</b>		The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
<b>Uganda</b>		Standard Chartered Bank Uganda Limited	
<b>Ukraine (Market suspended)</b>		JSC "Citibank"	
<b>United Kingdom</b>		Euroclear UK & International Limited (Northern Trust self-custody)	
<b>United States</b>		The Northern Trust Company	
<b>Uruguay</b>		Banco Itau Uruguay S.A.	
<b>Vietnam</b>		The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Vietnam) Ltd
<b>West (UEMOA) Africa</b>		Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA

<b>Zambia</b>	Standard Chartered Bank Zambia PLC	
<b>Zimbabwe</b>	The Standard bank of South Africa Limited	Stanbic Bank Zimbabwe Limited