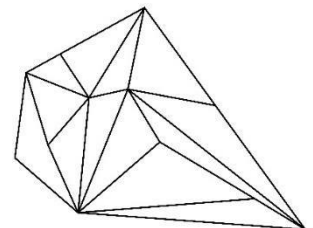




Supplementary Information  
Document  
(Incorporating the  
ISA Terms & Conditions)

FP Apollo Multi Asset  
Management Funds

May 2019



**FUNDROCK**  

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management company

## Introduction

### Guide to this document

This document is designed to be read alongside a relevant 2-page Non UCITS retail scheme Key Investor Information Document (“NURS KII”). Together they summarise information about your investment in the funds, and provide answers to some important questions.

You should read these documents carefully to help you understand what you are buying, and keep them safe for future reference.

Please note that we will not accept your investment instructions unless you have confirmed that you have read the appropriate NURS KII.

You should also read the relevant Prospectus (the “Prospectus”) before making an investment decision. Your rights and duties as well as your legal relationship with the Company are set out in the Prospectus. For a copy of the Prospectus, please write to FundRock Partners Limited – Apollo, PO Box 10263, Chelmsford, CM99 2AS or visit [www.fundrock.com](http://www.fundrock.com) for details of how you can contact us.

The NURS KII and the Prospectus are available in English. If you have any doubts about the contents of these documents, you should contact a professional adviser.

As we are not registered with the relevant authorities in the United States we cannot sell shares to people who are "US persons". For a definition of a US person, and for further information on this point, please see further details in the Prospectus or call us on 01268 44 8215 (UK only) or +44(0) 1268 44 8215 (from outside the UK).

## **The Company and Head Office**

FP Apollo Multi Asset Management Funds, 52-54 Gracechurch Street, London EC3V 0EH,

Authorised and regulated by the Financial Conduct Authority.

Administration Office: FundRock Partners Limited – Apollo, PO Box 10263, Chelmsford, CM99 2AS.

Telephone: 01268 44 8215.

FundRock Partners Limited is a subsidiary of Fundrock Holdings S.A.

## **Depository**

Northern Trust Global Services SE, 50 Bank Street, Canary Wharf, London E14 5NT. Authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **Administrator**

DST Financial Services Europe Limited, DST House, St Nicholas Lane, Basildon, Essex SS15 5FS.

Authorised and regulated by the Financial Conduct Authority.

## **Sponsor**

Apollo Multi Asset Management LLP, Second Floor, Reigate Hill House, 28 Reigate Hill, Reigate, Surrey, RH2 9NG.

## **Authorised Corporate Director (“ACD”)**

FundRock Partners Limited, 52-54 Gracechurch Street, London EC3V 0EH.

Authorised and regulated by the Financial Conduct Authority and a member of the Investment Management Association (“IA”).

## **Investment Manager**

Apollo Multi Asset Management LLP, Second Floor, Reigate Hill House, 28 Reigate Hill, Reigate, Surrey, RH2 9NG. Authorised and regulated by the Financial Conduct Authority.

## **Marketing and Distribution for the Funds will be carried out by**

Apollo Multi Asset Management LLP, Second Floor, Reigate Hill House, 28 Reigate Hill, Reigate, Surrey, RH2 9NG. Authorised and regulated by the Financial Conduct Authority.

## **Registrar**

DST Financial Services Europe Limited, DST House, St Nicholas Lane, Basildon, Essex SS15 5FS.

## **Administration Office (for the Administrator and Registrar):**

FundRock Partners Limited – Apollo, PO Box 10263, Chelmsford, CM99 2AS.

Telephone: 01268 44 8215. Fax: 01268 44 1498.

## **Auditor**

Deloitte LLP, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2DB.

## **Competent Authority**

The Company is authorised and regulated by the Financial Conduct Authority. They can be contacted at 12 Endeavour Square, London, E20 1JN or by calling 0845 606 1234 (local call rates). Website [www.fca.org.uk](http://www.fca.org.uk)

## Fund Information

### What are the Funds' investment objectives and policies?

The Funds will have their assets invested in accordance with the investment objectives and policies as detailed below.

### FP Apollo Multi Asset Cautious Fund

An equity sub-fund of FP Apollo Multi Asset Management Funds.

#### What is the Fund's investment objective and policy?

The fund seeks to achieve a positive return over the medium to longer term, which is above normal cash deposit rates.

To invest in a range of assets including collective investment schemes, closed-ended funds, transferable securities, money market instruments and cash/deposits.

The Fund may also seek investment diversification by obtaining indirect exposure to alternative asset classes including hedge funds, private equity, commodities and indirectly in property.

The Fund may utilise derivatives for the purposes of efficient portfolio management.

### FP Apollo Multi Asset Balanced Fund

An equity sub-fund of FP Apollo Multi Asset Management Funds.

#### What is the Fund's investment objective and policy?

The fund seeks to achieve a positive return over the medium to longer term, which is in excess of normal cash deposit rates.

To invest in a range of assets including collective investment schemes, closed-ended funds, transferable securities, money market instruments and cash/deposits\*.

The Fund may also seek investment diversification by obtaining indirect exposure to alternative asset classes including hedge funds, private equity, commodities and indirectly in property.

The Fund may utilise derivatives for the purposes of efficient portfolio management.

## FP Apollo Multi Asset Adventurous Fund

An equity sub-fund of FP Apollo Multi Asset Management Funds

#### What is the Fund's investment objective and policy?

The Fund seeks to maximise long term capital growth by pursuing an adventurous investment strategy.

To invest in a range of assets including collective investment schemes, closed-ended funds, transferable securities and/or money market instruments.

The Fund may also seek investment diversification by obtaining exposure to alternative asset classes including hedge funds, private equity, commodities and indirectly in property. Foreign currency exposure may be hedged back to the base currency.

The Fund may utilise derivatives for the purposes of efficient portfolio management.

### What is the profile of the typical investor the Funds are designed for?

Each Fund is suitable for an investor who wishes to have the investment exposure as set out in the Fund's objective and policy and is comfortable taking on the general and specific risks as set out in the section "Risk Factors". Although an investor can sell at any time, a Fund is only suitable where the intended investment horizon is medium-term i.e. a period of at least five years. Investing in any Fund involves a risk to capital that could be large or small depending on various market conditions and investors must understand this uncertainty.

The Funds are marketable to both retail and institutional investors. A, B, C, D, E Class shares are available for use by retail investors. A, C, D, Class shares are also available for use by institutional investors. F and J Class shares are available for use by institutional investors only. G Class shares are intended for use by (a) specific third party distributors and their IFAs or (b) specific IFA firms. H class shares are available for investment at the absolute discretion of the ACD only.

#### Target Market Assessment:

These Funds could be suitable for Retail Clients, Professional Clients and Eligible Counterparties who are seeking capital growth and are able to invest for at least five years. Retail investors should seek professional advice before investing.

## What limits apply to investing in the Funds?

The limits that apply to investment in the Funds share classes are as follows:

Sub-Funds	Share Classes and Type	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding	Minimum Redemption	Regular Savings Plan***	Regular Withdrawal Facility****
FP Apollo Multi Asset Cautious Fund,  FP Apollo Multi Asset Balanced Fund,  FP Apollo Multi Asset Adventurous Fund	A, C and D Class Accumulation Sterling	£1,000	£500	£1,000	£500	Minimum £100 per month (minimum of £50 per fund)	Only available on Sterling lump sums investments of £10,000 and above minimum of £300 or 3% per year whichever is the greatest
	A Class Income Sterling	£1,000	£500	£1,000	£500	Minimum £100 per month (minimum of £50 per fund)	N/A
	D Class Income Sterling	£1,000	£500	£1,000	£500	Minimum £100 per month (minimum of £50 per fund)	N/A
	*C Class Accumulation (hedged) Euro/USD**	€1,000 \$1,000	€500 \$500	€1,000 \$1,000	€500 \$500	N/A	N/A
	D Class Accumulation (hedged) Euro/USD**	€1,000 \$1,000	€500 \$500	€1,000 \$1,000	€500 \$500	N/A	N/A
	B, E, F, *G, H and J Class Accumulation Sterling**	£1,000	£500	£1,000	£500	Minimum £100 per month (minimum of £50 per fund)	Only available on Sterling lump sums investments of £10,000 and above minimum of £300 or 3% per year whichever is the greatest

\* The C Class Accumulation (hedged) Euro/USD Share Classes are no longer open for new business in any Fund. The G Class Accumulation Sterling Share Class is no longer open for new business in the Multi Asset Cautious and Multi Asset Adventurous

\*\* These share classes are Sponsor controlled and investment in these share classes is at the absolute discretion of the ACD

\*\*\* Collection date for regular savings is the 10th of each month or the next business day if the 10th falls on a non-business day

\*\*\*\* Withdrawals will be paid on the 6th of the month or the previous business day if the 6th falls on a non-business day.

## How do I buy/sell my investment?

### General

The dealing office of the Administrator is normally open from 9am to 5pm (UK time) on each Dealing Day to receive postal requests for the purchase, sale, Conversion and Switching of shares in a Fund. Requests to deal in shares may also be made by telephone on each dealing day (at the ACD's discretion) between 9am and 5pm (UK time) directly to the office of the Administrator on 01268 44 8215. The initial purchase must, at the discretion of the Administrator, be accompanied by an application form. An application to purchase shares, once made, is irrevocable, save where cancellation rights are applied or the application is against the regulations.

Valid instructions to the Administrator to buy or sell shares in a Fund will be processed at the share price calculated, based on the net asset value per share, at the next Valuation Point following receipt of the instruction. We work this out at 12 noon (UK time) each business day, which is the Valuation Point, with a dealing cut off at 12 noon (UK time). Please see the Prospectus for further details.

### Buying shares

Shares may be bought directly from the ACD or through a professional adviser or other intermediary. Where permitted by the rules in the FCA Handbook, an intermediary who recommends an investment in the Company to Shareholders may be entitled to receive commission from the ACD, which may include ongoing commission based on the value of shares held by a Shareholder. For details of dealing charges see the Principal Prospectus for further details. Application forms may be obtained from the ACD.

Valid applications to purchase shares in a Fund (received before the Cut Off Point, if appropriate) will be processed at the share price calculated, based on the Net Asset Value per share, at the next Valuation Point following receipt of the application, except in the case where dealing in a Fund has been suspended.

A confirmation giving details of the number and price of shares bought will be issued no later than the end of the business day following the later of receipt of the application to buy shares and the Valuation Point by

reference to which the price is determined, together with, where appropriate, a notice of the investor's right to cancel.

### Selling shares

Every Shareholder is entitled on any Dealing Day to redeem its shares, which shall be purchased by the ACD dealing as principal.

Valid instructions to the ACD to redeem shares in a Fund (received before the Cut Off Point, if appropriate) will be processed at the share price calculated, based on the Net Asset Value per share, at the next Valuation Point following receipt of the instruction, except in the case where dealing in a Fund has been suspended.

A redemption instruction in respect of shares in writing or by telephone, or any other communication media made available, is a legally binding contract. However, an instruction to the ACD to redeem shares, although irrevocable, may not be settled by either the Company or the ACD if the redemption represents shares where the money due on the earlier purchase of those shares has not yet been received or if insufficient documentation or anti-money laundering information has been received by the ACD.

A confirmation giving details of the number and price of shares redeemed will be sent to the redeeming Shareholder (or the first named Shareholder, in the case of joint Shareholders) together with (if sufficient written instructions have not already been given) a form of renunciation for completion and execution by the Shareholder (or, in the case of a joint holding, by all the joint Shareholders) no later than the end of the business day following the later of the request to redeem shares or the valuation point by reference to which the price is determined.

Payment of redemption proceeds (for investment in Sterling denominated share Classes only) will normally be made by cheque to the first named Shareholder (at their risk), or, at the ACD's discretion, via bank transfer in accordance with any instruction received (the ACD may recover any bank charge levied on such transfers). Instructions to make payments to third parties (other than intermediaries associated with the redemption) will not normally be accepted. Payment of redemption proceeds in relation to any currency share Class can only be made to a bank account in the relevant currency as the ACD is not able to carry out currency conversions.

Such payment will be made within four business days of the later of (a) receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed and completed by all the relevant Shareholders together with any other documentation and appropriate evidence of title, any required anti-money laundering related documentation, and (b) the Valuation Point following receipt by the ACD of the request to redeem.

#### **Can I Convert my shares for another share Class in the same Fund?**

Subject to any restrictions on the eligibility of investors for a particular share class, an investor may at any time convert all or some of his shares ("Original Shares") of one Class in a Fund for shares in another Class ("New Shares") in the same Fund.

It is not possible, however, to convert between currency Classes or Convert from a Sterling Class to a currency Class as the ACD is not able to effect currency exchange transactions. Shareholders who wish to change their investment (or part of their investment) into another currency share Class will need to redeem their holding (this can only be done by Telegraphic Transfer into a bank account designated in the appropriate currency) and then re-subscribe into the new share Class. If the new share Class is a non-Sterling Class, this subscription will need to be made by Telegraphic Transfer from a bank account in the appropriate currency or via an automated bank transfer and must be received by the ACD in the relevant currency as the ACD is not able to carry out currency conversion transactions.

There is no charge for Converting between share Classes.

#### **Can I Switch between the different Funds?**

Subject to any restrictions on the eligibility of investors for a particular share Class, a Shareholder may at any time Switch all or some of his shares ("the Original Shares") for shares of another Fund ("the New Shares") in the Company.

It is not possible, however, to Switch between currency Classes or to Switch from a Sterling Class to a currency Class as the ACD is not able to effect currency exchange transactions. Shareholders who wish to change their investment (or part of their investment) into another currency share Class will need to redeem their holding (this can only be done by Telegraphic Transfer into a bank account designated in the appropriate currency) and then re-subscribe into the new share Class. If the new share Class is a non-

Sterling Class, this subscription will need to be made by Telegraphic Transfer from a bank account in the appropriate currency or via an automated bank transfer and must be received by the ACD in the relevant currency as the ACD is not able to carry out currency conversion transactions.

The ACD may at its discretion make a charge on the Switching of shares between Funds. Any such charge on Switching does not constitute a separate charge payable by a Shareholder, but is rather the application of any redemption charge on the Original shares and any initial charge on the new shares, subject to certain waivers.

Please note that under UK tax law a Switch of shares in one Fund for shares in any other Fund is treated as a redemption of the Original shares and a purchase of New shares and will, for persons subject to taxation, be a realisation of the Original shares for the purposes of capital gains taxation, which may give rise to a liability to tax, depending upon the Shareholder's circumstances. A Shareholder who Switches shares in one Fund for shares in any other Fund (or who switches between Classes of shares) will not be given a right by law to withdraw from or cancel the transaction.

Investors wishing to switch into gross shares (if they are available) must first complete a Declaration of the Eligibility and Undertaking which may be obtained from the ACD.

#### **When will my investment be made?**

Where an application or telephone instruction is received before 12 noon (UK time) on any business day, the investment will be made at the 12 noon valuation point on the same day. Instructions received after 12 noon on any business day will be priced at the 12 noon valuation point the following day.

**How can I keep track of the price of the Funds?** The previous day's dealing prices of shares in the Funds are available at [www.fundlistings.com](http://www.fundlistings.com). The prices of shares may also be obtained by calling the ACD on 01268 44 8215 during the ACD's normal business hours.

As the Fund deals on a forward pricing basis, the prices that appear in these sources will not be the same as those at which investors can currently deal.

### Table of Accumulation and Distribution Dates

The ACD may also, at its sole discretion, decide to publish certain share prices on third party websites or publications but the ACD does not accept responsibility for the accuracy of the prices published by, or for the non- publication of prices by, these sources for reasons beyond the control of the ACD.

### When are distributions of income made?

The Company offers both income and accumulation shares. Income will be accumulated in the price of Accumulation shares and the share price will be increased to reflect this.

Holders of Accumulation shares will be sent an Accumulation Statement giving details of the amount accumulated during the relevant period.

Income will be distributed to holders of Income shares who will receive a Tax Voucher giving details of the amount distributed during the relevant period.

Details of the distribution and accumulation dates are shown below.

## Table of Accumulation and Distribution Dates

Sub-Fund	Final Accounting Date	Interim Accounting Date	Ex-dividend Dates	Income Distribution/ Accumulation Dates
All Apollo sub-funds	31 December	30 June*	2 January	28 February

\*for reporting purposes only

## Charges & Expenses

### What fees and expenses apply to the Fund's shares?

#### Fees paid directly by you

These charges apply to all Funds on all Classes of both Income and Accumulation shares:

- Initial Charge: See Table of Charges and Expenses below for relevant Sub-Fund
- Switch Charge: Nil
- Redemption Charge: Nil



**Fees paid out of the Funds' assets**

- Annual Management Charge (AMC) for each of the sub-funds is as follows:

Share Class and Type	Sub-Fund		
	FP Apollo Multi Asset Cautious Fund	FP Apollo Multi Asset Balanced Fund	FP Apollo Multi Asset Adventurous Fund
A Class Acc/Inc	1.50%	1.50%	1.50%
B Class Acc	1.65%**	1.65%**	N/A
C Class Acc	2.00%	2.00%	N/A
C Class Acc (hedged) Euro/USD	2.00%*/**	2.00%*/**	2.00%*/**
D Class Acc/Inc	1.00%	1.00%	1.00%
D Class Acc (hedged) Euro/USD	1.00%**	1.00%**	1.00%
E Class Acc	1.50%**	N/A	N/A
F Class Acc	0.75%**	0.75%**	0.75%**
G Class Acc	N/A	N/A	1.50%*/**
H Class Acc	0.20%**	0.20%**	0.20%**
J Class Acc	0.50%**	N/A	N/A

\*Share Class no longer open for new business

\*\*Share Class are Sponsor controlled and investment in these share Classes is at the absolute discretion of the ACD.

- The Depository's fees and related expenses;
- The Custodian's fees and expenses;
- The Auditor's fees and expenses;
- The Fund Accountant's fees;
- The Administrator's fee;
- Other fees and expenses related to the management and administration of the Fund for which the ACD is permitted to be reimbursed as detailed in the Prospectus (see section 7 "Fees and Expenses").

### **How much will any advice cost?**

Should you decide to take advice about the Fund your adviser will give you details about the cost. The amount will depend on the size of your investment and, in the case of regular savings, the period for which you make them.

### **How will charges and expenses affect my investment?**

Shares in a Fund are purchased and sold at the Fund's share price based on Net Asset Value. The initial charge paid as detailed above is deducted from an investor's subscription monies before shares are purchased. For the Net Accumulation share Classes all fees and expenses are deducted from Income. For the Net Income share Class all fees and expenses are charged against the capital of the Fund.

Further details concerning charges and expenses may be found on the NURS KII and the Prospectus.

### **Do you apply a dilution levy?**

The actual cost of purchasing, selling or Switching assets and investments in the Funds may deviate from the mid-market value used in calculating its share price, due to dealing charges, taxes, and any spread between buying and selling prices of that Fund's underlying investments. These costs could have an adverse effect on the value of the Funds, known as "dilution". 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 Shareholders' interest in the Fund.

The ACD has decided that its policy on dilution is that it may require the payment of a "dilution levy". In cases where a dilution levy is made the value of the capital of the Scheme Property of a Fund will not be adversely affected by dilution. If charged, the dilution levy will be shown in addition to (but not part of) the price of shares when they are issued by the ACD or as a deduction when they are redeemed by the ACD. The ACD has no entitlement to the dilution levy, which will either be paid into the Fund, in the case of an issue of shares or retained in the Fund in the case of redemption of shares. The ACD may charge a dilution levy in the following circumstances:

- (a) if the Fund experiences large levels of net purchases (i.e. purchases less redemptions) relative to its size;
- (b) if the Fund experiences large levels of net redemptions (i.e. redemptions less purchases) relative to its size;
- (c) on "large deals" (for these purposes, a large deal is defined as a purchase or a redemption with a Gross value equal to or exceeding 5% of the total Fund value);
- (d) in any other case where the ACD is of the opinion that the interests of existing/continuing Shareholders and potential Shareholders require the imposition of a dilution levy.

It is envisaged, based on future projections that a dilution levy will be applied from time to time and a typical dilution levy, may range from 0% to 1.5% when buying or selling shares. Full details on this policy are available in the Prospectus.

## **Economic Information**

### **What about tax?**

The information below is a general guide based on current United Kingdom law and HM Revenue and Customs practice, which are subject to change. It summarises the tax position of the Funds and of investors who are United Kingdom resident (except where indicated) and hold shares as investments. 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.

### **How are the Funds themselves treated for tax purposes?**

Each Fund is treated as a separate entity for United Kingdom tax purposes.

The Funds are generally exempt from United Kingdom tax on capital gains realised on the disposal of investments (including interest-paying securities and derivatives, but excluding non-reporting offshore funds) held within them.

Dividends from both United Kingdom and non-United Kingdom companies are received by a Fund with a tax credit and no further tax is payable by the Fund on that income. The Funds will each be subject to corporation tax at 20% on most other types of income but only after deducting allowable management expenses and the gross amount of any interest distributions. Where a

Fund suffers foreign tax on income received, this will normally be treated as an expense or deducted from any United Kingdom tax payable on that income.

### **How does tax affect an investor?**

All the Funds are "Equity" Funds.

### **Income from "Equity" Funds**

All the Funds are so called "Equity" Funds for the purposes of tax so they will normally pay any distributable income as dividend distributions, (which will automatically be retained in the Fund in the case of accumulation shares).

Dividends paid to individual shareholders resident in the United Kingdom for tax purposes will be paid gross and individual UK resident holders will have an annual tax free allowance to dividend income of £5,000 per annum. For dividend income received above £5,000, the current tiers and rates of tax (as at 6th April 2016 and subject to change) are as follows and will be based upon an individual's level of income:

Basic Rate Taxpayers - 7.5% (basic rate)  
Higher Rate Taxpayers - 32.5%  
Additional Rate Taxpayers - 38.1%

Individuals should note that if the receipt of dividend income takes them from one band/tier of UK personal taxation to another, the tax due on the excess dividend income over the annual allowance will be at the rates applicable to the new band/tier.

Corporate Shareholders who receive dividend distributions may have to divide them into two (in which case the division will be indicated on the reverse of the tax voucher). Any part representing dividends received will be treated as dividend income (that is, franked investment income) and no further tax will be due on it. The remainder will be received as an annual payment after deduction of income tax at the basic rate, and corporate Shareholders may, depending on their circumstances, be liable to tax on the grossed up amount, with the benefit of the 20% income tax credit attached or to reclaim part of the tax credit as shown on the tax voucher.

Dividend distributions will be made gross to Shareholders who are not UK resident. Non-resident Shareholders who are individuals are not liable to UK income tax on the dividend distribution. Non-UK resident Shareholders are recommended to seek professional advice as to the tax consequences of receiving a dividend distribution under the law of the jurisdiction of their residence.

Non-resident trusts may be chargeable to UK income tax on distributions made by the Company and are recommended to seek professional advice.

### **Gains**

Investors who are resident in the United Kingdom for tax purposes may, depending on their personal circumstances, be liable to capital gains tax or, if a corporate investor, corporation tax on gains arising from the redemption, transfer or other disposal of shares (but not usually on Conversions between Classes within a Fund).

Part of any increase in value of accumulation shares represents the accumulation of income (including income equalisation but excluding tax credit). These amounts may be added to the acquisition cost when calculating the capital gain realised on their disposal.

Individual Shareholders will find further information in HM Revenue and Customs Help Sheets for the capital gains tax pages of their tax returns.

## **Client Money**

### **Delivery versus payment (DVP) exemption**

We are required to comply with the FCA's client money rules, as set out in Chapter 7 of the FCA's Client Assets sourcebook (CASS) (the 'Client Money Rules'). We are making use of the DVP exemption available under the Client Money Rules when handling money for you in connection with the buying or selling of units/shares in our funds. Under the DVP exemption your money need not be treated by us as client money for the purposes of the Client Money Rules in the following two scenarios:

- (1) where money is received from you that relates to your subscription to units/shares in one of our funds; and
- (2) where money is held by us that relates to the redemption of your units/shares in one of our funds.

While we are operating under the DVP exemption, your money will not be subject to the protections conferred by the Client Money Rules and, if we were to fail, the FCA's client money distribution rules as set out in Chapter 7A of CASS (the 'Client Money Distribution Rules') will not apply to these sums and you will not be entitled to share in any distribution under the Client Money Distribution Rules in respect of these sums.

Where we have not paid any money belonging to you to the trustee (in respect of a unit trust), the depositary (in respect of an OEIC) or to you, as the case may be, by close of business on the business day following receipt, we will stop operating under the DVP exemption for that transaction and will treat the relevant sum of money as client money for the purposes of the Client Money Rules.

Any redemption proceeds paid to you by cheque will be held as client money under the Client Money Rules until such time as the cheque is presented.

By buying units/shares in one of our funds through us, you agree to our use of the DVP exemption as set out above. Should we cease at any time to make use of the DVP exemption, you will be notified in advance in writing.

### **Interest**

We will not pay to you any interest earned on money we hold for you as client money under the Client Money Rules.

## **General Information**

### **What other information can I access?**

The annual long report of the Company (including accounts) will normally be made available, free of charge, within two months of each annual accounting period end on the ACD's website at [www.fundrock.com](http://www.fundrock.com). The ACD reserves the right to publish the annual report at a later date but not later than four months from the end of each annual accounting period end. The half-yearly (interim) long report will be made available, free of charge, within two months of each interim accounting period end on the ACD's website.

The annual and interim reports are also available to any person, free of charge, upon request via telephone or in writing to the ACD.

The relevant accounting end dates are detailed in the "Table of Accumulation and Distribution Dates" section on page 11.

### **Manager's Reports and Funds' Prospectus**

Copies of the Prospectus and the latest annual and half-yearly reports may be obtained free of charge, before or after you invest with the ACD, at the administration address quoted within the directory section on page 2. In addition the latest annual and half-yearly long reports may be downloaded from our website at [www.fundrock.com](http://www.fundrock.com).

### **Distance Marketing Directive**

If an investor has not had a face to face discussion with a representative of the company through which they are making this investment, which could, for example, be the ACD or a company providing financial advice, then the investor is entering into this transaction 'at a distance'.

In this situation an investor does not have a right to cancel this investment unless the ACD decides to extend such a right to them. An investor who has bought shares at a distance can still sell those shares, as they are able to do at any time. However, they cannot recover any initial charges incurred in the purchase of the shares.

The Prospectus contains all of the information required for an investment made directly through the ACD. Where shares are purchased through an agent, investors should ask that agent for details of their identity, geographical address and the capacity in which they are acting.

The main service we provide to investors is the management and administration of the Company. Details of all fees and expenses associated with the provision of this service are provided in this document. There are no additional costs levied by the ACD for investing at a distance, but there may be other taxes or third party costs that may apply to investors depending on their personal circumstances.

The investment contract between an investor and the ACD is governed by English Law and, by purchasing shares, the investor agrees that the Courts of England have exclusive jurisdiction to settle any disputes. All communications in connection with this investment will be in the English language.

Any information in this document is valid only at the date of publication which is stated on the front cover. All such information can change at any time and it will not necessarily be possible for us to notify you of any such changes in advance. Please contact the ACD for updates on any of the enclosed information.

### **Cancellation**

An investor does not have the right to cancel their application to invest in a Fund if the application has been made directly by the investor or if the investor did not meet their adviser or agent face to face though the ACD may, at its discretion, extend cancellation rights to such an investor.

If an investor has received face to face advice on the investment they will have a right to change their mind under rules made by the FCA under the Financial Services and Markets Act 2000. The investor will be able to exercise the right to cancel within 14 days of receipt of the cancellation notice from the ACD and they will receive a refund of the amount invested either in full or less a deduction to reflect any fall in the Fund's price in the intervening period.

### **Telephone calls and electronic communications**

Telephone calls and electronic communications will be recorded. The ACD will keep a copy of telephone calls and electronic communications. A copy of the record is available from the ACD on request. The records will be kept for up to five years and where requested by the FCA, for up to seven years.

### **UK Money Laundering Regulations**

As a result of legislation in force in the UK to prevent money laundering, the ACD is responsible for compliance with anti-money laundering regulations. In order to implement these regulations, in certain circumstances investors may be asked to provide proof of identity when buying or redeeming shares. Until satisfactory proof of identity is provided, the ACD reserves the right to refuse to issue shares, pay the proceeds of a redemption of shares, or pay income on shares to the investor. In the case of a purchase of shares where the applicant is not willing to provide the information requested within a reasonable period, the ACD also reserves the right to sell the shares purchased and return the proceeds to the account from which the subscription was made. These proceeds may be less than the original investment.

### **Governing Law**

The Company, the Instrument of Incorporation, this Prospectus and any matters arising out of or in connection with a Shareholder's investment in the Company and the establishment, management and administration of the Company shall be governed by and construed in accordance with the laws of England and Wales. The rights of the Shareholders and the construction and effect of the provisions of the Instrument of Incorporation and this Prospectus shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Complaints**

To obtain a copy of the Complaints Procedure or to make a complaint concerning the operation or marketing of the Company, please write to the Complaints Officer of the ACD at FundRock Partners Limited – Apollo, PO Box 10263, Chelmsford CM99 2AS. The complaints procedure can also be found on the "Apollo Multi Asset Management LLP" page of the ACD's website at [www.fundrock.com](http://www.fundrock.com). If a complaint is not resolved to your satisfaction and you subsequently wish to take the matter further you may refer it direct to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

### **Compensation**

In the event that the ACD is not able to meet its financial liabilities to the investor, the investor may be entitled to compensation under the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Further details can be obtained from the ACD or the Financial Conduct Authority.

### **Data Protection**

The way in which we may use personal information of individuals ("personal data") is governed by the "**Data Protection Requirements**" which means all applicable data protection laws and regulations including, without limitation, (a) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), (b) any applicable legislation supplementing and / or implementing GDPR in the United Kingdom, and (c) any legislation that, in respect of the United Kingdom, replaces GDPR as a consequence of the United Kingdom leaving the European Union. Further details on our privacy policy and your rights under the Data Protection Requirements can be found on our website: [www.fundrock.com](http://www.fundrock.com).

*Information we collect from you or from other sources and what we do with it:*

We will collect and process the following data about you depending on how or why you interact or communicate with us (e.g., filling in an application form, subscribing for or redeeming Shares or when you communicate with us by email, telephone or otherwise):

- (1) Your name and title, address, date of birth, e-mail address and phone number or other contact information; your signature, your tax number or “national insurance number”; your banking details, credit or debit card information or other payment or financial information; information about transactions you make in relation to a Fund including your holding in a Fund or the reference number in relation to your holding; your personal description and your photograph.

We will use this information to open your account, maintain the Register; process subscriptions, redemptions and exchanges of Shares and payments of dividends; perform controls on excessive trading and market timing; comply with applicable anti-money laundering rules or anti-terrorist financing rules; or comply with our reporting obligations to regulatory bodies or tax authorities as well as our obligations under other applicable laws and regulations, monitor calls and electronic communications to process and verify of instructions, or for investigation and fraud prevention purposes.

The legal basis for this processing of your personal data is our legitimate interests, namely the proper administration of your investment, the operation the Fund by us, our delegates and the service providers in relation to a Fund; the performance of the contractual obligations between you as a Shareholder and us; to provide you with information, products and services that you request from us; to notify you about changes to our services or to a Fund or the Company; and to comply with applicable laws and regulations.

**You have the right to refuse to give us your personal data in which case we may at our discretion refuse to issue Shares to you; refuse to pay the proceeds of a redemption of Shares; refuse to pay income on Shares; or compulsorily**

## **redeem your holding.**

- (2) With regard to each of your visits to our website, we will automatically collect certain information about you or your computer. We will do so for administration purposes and to analyse the use of our website and services. Further details are available in the Prospectus and on our website.

The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.

We will combine the information that you give us with information that we receive from other sources and use this for the purposes set out above (depending on the types of information we receive).

We may also use your personal data to establish, exercise or defend claims in order to protect or assert our legal rights, your legal rights or the legal rights of others, obtain or maintain insurance coverage, manage risks, or obtain professional advice in order to protect our business.

### *Disclosure of your information*

We may disclose your personal data to any member of our group of companies; our insurers or professional advisers; service providers to the Funds; our service providers, delegates, suppliers, contractors, sub-contractors or business partners and third parties with whom we contract; our auditors, our bank, competent authorities including the FCA, tax authorities, courts and other bodies for reporting or as otherwise required by law; technical advisers or analytics and search engine providers that assist us in the improvement and optimisation of our website; credit reference agencies or other risk management agencies; third parties that provide security, email security, data governance, archiving and other information technology support services; any third party that you ask us to share your personal data with.

We may disclose your personal data to third parties in the event we sell or purchase a business or assets; if we are acquired by a third party; or where we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation; or in order to enforce or apply the terms of use of our website (which can be found on our website) and other agreements; or to protect our

rights, property, or safety, or that of our customers, or others.

#### *International transfers of your personal data*

If we or our service providers need to share your personal data with a recipient outside the European Economic Area or “EEA”, we will ensure that appropriate safeguards are in place including: model clauses that have been approved by the European Commission; a code of conduct or other certified mechanisms such as binding contractual rules. (“Safeguards”).

Your personal data may be transferred to third parties that we or our service providers use including certain banks that we or our service providers use or certain companies that provide certain services to our service providers such as the registrar of the Fund. Such third parties include: a company located in India that provides operational support services, a company based in the USA that provides information technology security services, and a company based in the USA (but which has affiliates in multiple locations) that provides customer services software. We will ensure that appropriate Safeguards in place.

#### *Retention and deletion of your personal data*

We will not keep your personal data longer than is necessary for the purpose that we process it or for any purpose. We will generally retain your personal data for a minimum of 7 years, or for such period as is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

#### *Rights of an individual*

As an individual, you have certain rights under the Data Protection Requirements. These include: (a) the right of access (b) the right to rectification (c) the right to erasure (d) the right to restrict processing (e) the right to object to processing (f) the right to data portability (g) the right to complain to a supervisory authority, and (h) the right to withdraw consent. Some of the rights are complex and only apply in specific circumstances. Further details are set out in the privacy policy published on our website.

#### *Our details*

You can contact us or our Data Protection Officer regarding the Data Protection Requirements or our privacy policy:

- (a) by post, to 52-54 Gracechurch Street, London EC3V 0EH
- (b) by telephone, on 01268 44 8215 or the contact number published on our website from time to time; or
- (c) by email, to [FP\\_DataProtection@Fundrock.com](mailto:FP_DataProtection@Fundrock.com) or the email address published on our website from time to time.

Further information is available on our website.



## ISA Terms and Conditions

These Terms and Conditions are effective from 6th April 2017 and substitute in full any previous terms and conditions relating to your ISA investment.

### 1. Definitions

**'Account'** means a FundRock Partners Limited ISA invested in the FP Apollo Multi Asset Management Funds.

**'ACD'** means the Authorised Corporate Director of the OEIC, which is FundRock Partners Limited. **'Administrator'** means the administrator of the ISA, which is DST Financial Services Europe Limited.

**'Distribution Payment Dates'** will be as detailed in the Prospectus for the OEIC.

**'FCA'** means the UK Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN.

**'Fund/Fund(s)'** means a sub-fund or sub-funds of the OEICs.

**'Investments'** means the shares and/or cash held in the ISA.

**'Investor'** means a Qualifying Individual, who invests in an ISA.

**'ISA'** means a Stocks and shares Individual Savings Account established under the Regulations governed by these Terms and Conditions and subscribed to by the Investor.

**'Manager'** means the ISA Manager which is FundRock Partners Limited.

**'OEICs'** means the FP Apollo Multi Asset Management Funds, which is an open-ended investment company with variable capital incorporated in England and Wales on 25<sup>th</sup> November 2008 with the FCA number IC000720. **'Qualifying Individual'** means an individual aged 18 years or over who is deemed to be resident in the UK for tax purposes. This includes a non-resident who performs duties which by virtue of Section 28 of the Income Tax (Earnings

& Pensions) Act 2003 are treated as being performed in the UK (Crown employees serving overseas) or is married to, or is in a civil partnership with a person who performs such duties.

**'Regulations'** means the Individual Savings Account Regulations 1998 (as amended from time to time).

**'Rules'** means the rules of the FCA (as amended from time to time).

**'Terms and Conditions'** means these terms

and conditions and the statements and declarations made by the Investor on his or her application form.

**'We/us/our'** means the Manager.

**'Year'** means a year beginning on 6 April in any year and ending on 5 April in the following year.

**'You/your'** means the Investor.

### 2. General

2.1 You should note that in accordance with the Rules, we categorise Investors as "Retail Clients". You will not receive unsolicited calls from us.

2.2 You should be aware of the nature and risks of investing in an ISA. Please see the Prospectus for more information on the Funds.

2.3 The Account will come into force subject to the Regulations and the provision of these Terms and Conditions on the date the Manager accepts your application.

2.4 These Terms and Conditions shall apply to all transactions between the Investor and the Manager and form the basis upon which the ISA will operate.

2.5 The Manager reserves the right to amend these Terms and Conditions, provided that such variation will not prejudice compliance with the Rules or the Regulations. Any such significant amendment will be notified to the Investor and will automatically take effect 30 calendar days later. We may vary these Terms and Conditions to reflect changes in the Rules or Regulations, without giving you prior notice.

2.6 The Manager will manage the ISA in accordance with the Regulations and will notify the Investor if the ISA has or will become void due to any failure to satisfy them. Should any provision of these Terms and Conditions be or become illegal, invalid or unenforceable under any applicable law, neither the validity nor enforceability of the remaining provision in these Terms and Conditions will in any way be affected or impaired.

2.7 This ISA is not a stakeholder product (the minimum voluntary benchmark prescribed by HM Treasury).

2.8 You should note that your tax treatment in relation to any investments made under these Terms and Conditions will depend on your individual circumstances and may be subject to change in the future.

The Manager is authorised and regulated in the conduct of investment business by the Financial Conduct Authority (12 Endeavour Square, London, E20 1JN).



2.9 FCA registration number 469278. You can check this by visiting the Register on the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)) or by contacting the FCA on 0845 606 1234. We are approved by HM Revenue & Customs as an ISA Account Manager under the Regulations.

2.10 The Manager's registered address is at 52-54 Gracechurch Street, London EC3V 0EH. Authorised and regulated by the Financial Conduct Authority and its website is [www.fundrock.com](http://www.fundrock.com).

### **3. Your Application**

3.1 You can apply to subscribe to an ISA in either of the following ways:

(a) By completing our application form and returning it to us by post.

(b) By investing a lump sum by calling our dealers on 01268 44 8215. This service is only available to clients who can confirm that they have received the NURS KII pre-sale.

(c) If you apply by telephone, we will send you confirmation of the details you have provided and a copy of the declaration you have made under the Regulations once we have accepted your application. Once you have received this confirmation, you have 30 calendar days to tell us if any details are incorrect.

3.2 If you complete our written application form, we will simply send you confirmation of your subscription once we have accepted it.

3.3 If you do not give us the complete information required under the Regulations at the time we receive your application form, then we cannot proceed with your ISA subscription and we will return your application to you for completion.

### **4. Acceptance**

4.1 For new ISAs, the Manager can accept a correctly completed and signed application form only if accompanied by a valid cheque payable to FundRock Partners Limited or, for those saving on a monthly basis, a valid and correctly completed direct debit mandate made payable to FundRock Partners Limited. The Manager does not have to accept every application it receives.

For ISA transfers to the Manager:

4.2 A transfer will only take effect when the Manager has accepted the Investor's application. The Manager will not accept an application unless and until it has received a correctly completed transfer application form;

and a cheque made payable to FundRock Partners Limited from the investor's previous ISA manager.

4.3 When an Investor transfers from another ISA manager and the Investor has already subscribed in the current tax year, the Investor cannot subscribe further money into the Account with the Manager until after the transfer has been effected and provided the maximum contribution has not already been made.

### **5. Investment**

5.1 The minimum investment permitted to open the ISA and the maximum amount that may be invested in the ISA in the tax year can be found on our Stocks and Shares ISA Application Form. The latest version of the application form can be found at [www.fundrock.com](http://www.fundrock.com) under the relevant Sponsor name. The entire ISA tax allowance limit is able to be invested into a Stocks and Shares ISA or a Cash ISA, or any combination of the two, provided that you do not pay in more than the overall ISA limit within the same tax year. The minimum sum that may be invested through the monthly savings plan is £100 per month. Collection date for regular savings is the 10th of each month or the next business day if the 10th falls on a non-business day.

5.2 New subscriptions or transfer proceeds will be invested in the relevant Fund at the next buying price applicable at the time of acceptance of the application.

5.3 An Account will be opened for the current tax year and, in the case of an Account subscribed by monthly savings plan, for each successive year until the agreement is terminated.

### **6. Management of the ISA Investments**

6.1 We will manage your Account as directed by you in your application or other instruction, and in accordance with the Regulations and these Terms and Conditions.

6.2 Best execution

6.2.1 We are required to seek to achieve the best possible result for you when dealing with any order to buy or sell financial instruments and to set out arrangements for this purpose in a "best execution policy".

6.2.2 We are required to consider various factors when deciding how best to deal with orders from customers. These include price, cost, speed, likelihood of execution and settlement, size, nature and other relevant matters. As we have classified you as a Retail Client we will usually

consider price to be the most important factor for you.

6.2.3 However, for orders relating to shares in the Funds, the only method available for dealing with most of these in practice is to transmit them to the ACD for execution: the ACD will be deemed to be the “execution venue” for these purposes. Where there is only one execution venue that we can use in practice to deal with your orders, we will have to use that venue regardless of the impact of the execution factors listed above.

6.2.4 Sometimes one of the Funds may be available via another trading platform provided by a third party. Strictly speaking, this could be an alternative execution venue. However, we do not use such platforms for the Funds, as we do not believe that we would obtain a better price by doing so. The use of a particular platform may also not be permissible under the Regulations; for example, if it means that investments acquired through the platform must be held in the name of a nominee of the platform provider.

6.2.5 The arrangements explained above may involve execution outside of a regulated market or multilateral trading facility (within the meaning of the Rules).

6.2.6 We will monitor the effectiveness of the arrangements mentioned above and implement any necessary changes to our best execution policy from time to time. This will involve reviewing whether using other means to route orders would be feasible and would generate a better result for you. We will notify you of any material changes to our best execution policy and arrangements made from time to time, where they are relevant to you.

6.2.7 Please note, any specific instructions from our customers as to how their orders are dealt with may prevent us from taking the steps that we have designed to obtain the best possible result in the circumstances.

By agreeing to these Terms and Conditions, you will be giving: your prior express consent to the execution of orders outside a “regulated market” or a “multilateral trading facility” (as those terms are defined in the Rules) where this is appropriate; and your consent to our best execution policy as summarised above.

### 6.3 Appropriateness

We are not required to assess the suitability of the investment or service provided or offered to you and, as a result, you will not benefit from the protection of the Rules on assessing suitability. Therefore, we will not assess

whether: the investment or service meets your investment objectives; you are able financially to bear the risk of any loss that the investment or service may cause; or you have the necessary knowledge and experience to understand the risks involved.

6.4 Legal title to the Investments will be vested in the name of the Manager but beneficial ownership will be, and will remain with the Investor. Your investment will not be lent to third parties or used as security for a loan.

6.5 Certificates will not be issued in respect of shareholdings in the Fund(s) but any documents evidencing title to an ISA Investment will be held by the Manager or as the Manager may direct.

6.6 If you hold any cash in your Account, we will deposit it in a client money account in our name, with an appropriately regulated bank or institution of our choice in the United Kingdom in accordance with our obligations under the Rules. The bank will hold the cash on our behalf in a trust account separate to any account used to hold money belonging to us in our own right. We will not be responsible for any acts or omissions of the bank. In the event that the bank becomes insolvent we will have a claim on behalf of our customers against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them. No interest will be paid on such cash in accordance with the Regulations and the Rules. If we are holding cash, whether client money or not, we may withdraw it and apply it towards paying fees, charges and other sums due to us.

6.7 The Manager may employ agents in connection with the services it is to provide and may delegate all or any of its powers or duties to any delegate or delegates of its choice. The Manager will satisfy itself that any person to whom it may delegate any of its functions or responsibilities under these Terms and Conditions is competent to carry out these functions or responsibilities.

6.8 The Manager has appointed DST Financial Services Europe Limited as the Administrator to the Accounts.

6.9 Money will not be borrowed on the Investor’s behalf. The Investor will not be committed to underwrite any issue or offer for sale of securities.

## 7. Charges and Expenses

7.1 No charges will be levied for the management or administration of the ISA. However, the investment of new subscriptions

and transfer payments will attract the normal charges applicable to investors in the Fund. (For further detail please refer to the Prospectus).

7.2 There is currently an initial charge based on the Net Asset Value for purchases of shares in the Fund(s) and a percentage periodic charge per annum of the Net Asset Value of each Fund. These charges are detailed in the Prospectus. These charges may only be increased in accordance with the Rules and you will be notified accordingly.

7.3 In the case of transfers, we reserve the right to pass on to you any expenses or costs incurred when transferring Accounts between account managers or transferring your Investments, including any VAT due on these charges. We may review our charges when we consider it appropriate and will notify you 60 calendar days in advance of any increase in our charges.

7.4 If you do not have enough cash in your Account to pay our charges, or any payment of taxes, as they become due, we may sell shares in your Account to raise the required amount. We may apply or waive any of our charges at our absolute discretion.

7.5 If you open an Account through an independent financial adviser, we may pay initial and renewal commission to the adviser at our discretion. These commissions are paid by us out of our charges and do not constitute additional charges to your Account.

7.6 Please note that other costs, including taxes, may arise that are not paid by the Manager or imposed by it.

## **8. Withdrawals from your Account**

8.1 An Investor may, by giving written notice to the Manager, make cash withdrawals of all or part of their Account at any time. On receipt of the Investor's written instructions to make a withdrawal and within such time as stipulated by the Investor in those withdrawal instructions (subject to any reasonable business period not exceeding 30 days, which we require for the practical implementation of the instructions) part of the Account shall be paid to the Investor. If an Investor withdraws all of his Investment his Account will be automatically terminated. This notice of withdrawal should be sent to the Administrator at the operating address given in the Prospectus.

8.2 Normally, shares in the Fund(s) will be sold

at the next selling price prevailing at the time of receipt of the written notice by the ACD's Administrator, and the proceeds thereof will be dispatched within four business days following receipt of satisfactory renunciation.

## **9. Income from your Account**

9.1 If you ask us to pay out your Fund income to you, we will buy income shares, if they are available, in the Fund(s) of your choice. If you ask us to reinvest your Fund income we will buy accumulation shares. Please refer to the Prospectus to confirm the availability of income shares and accumulation shares in your chosen Fund.

9.2 If you change your income instructions we will automatically convert or switch your Fund investments to the appropriate type of share if they are available (that is, income or accumulation shares) free of any sales charge.

9.3 We will reinvest any further income your Account receives in the form of distributions, or other rights or proceeds from any shares held, in the same underlying shares, where you still hold these shares, unless you instruct us to pay this out to you. Where you have switched the underlying shares into shares in other Funds the reinvestment will be made into these other shares. Where you no longer hold the underlying shares within your Account, the income will be paid out to you.

## **10. Transfers and Termination**

10.1 On your written request we will, within such time as stipulated by you in those instructions (subject to any reasonable business period not exceeding 30 days, which we require for the practical implementation of the instructions) arrange for the transfer of the ISA (or part thereof) to another approved manager and where possible within such time stipulated by you and subject to the Regulations. However, we cannot guarantee that the transfer will take place on the date requested.

10.2 The Manager may, following 30 days' prior written notice, transfer its responsibilities as manager of the ISA to any entity (including an associate of the Manager) which is approved under the Regulations as a plan manager, if that other entity writes to the Investor and undertakes to carry out all the Manager's duties and obligations in respect of an Account. Following such communication, the Manager will be released from all those duties and obligations that the new manager has

undertaken to carry out. Before such a transfer is carried out, the Manager shall satisfy itself that any new manager is competent to carry out those functions and duties to be delegated or transferred.

10.3 The Manager will consider requests in writing to accept the transfer of an ISA held with another approved manager but will require the transfer to be effected in cash.

10.4 The Investor may terminate the ISA immediately by giving the Manager prior written notice. Such termination shall not prejudice the completion of any transaction commenced prior thereto. The Terms and Conditions shall continue to apply until all outstanding transactions and liabilities have been performed and discharged.

10.5 The Investor may in the termination notice (referred to in clause 10.3) elect to transfer all or part of the Investments to the main share register and such shares shall henceforth be registered in the sole name of the Investor. On written notice to terminate the Account, and within such time as stipulated by the Investor in those termination instructions (subject to any reasonable business period not exceeding 30 days, which we require for the practical implementation of the instructions), Account interest and dividend rights or other proceeds or any cash shall be transferred to you. We will send you any proceeds due, less any applicable charges. Where all or part of the Investments are not transferred, they will be sold at the prevailing forward selling price at the time of receipt of the notice and the Manager shall account to the Investor for the proceeds.

10.6 Proceeds may be paid by cheque or, at your request, electronically; if the latter method is chosen we reserve the right to retain redemption proceeds until all anti-money laundering documentation has been received. Such redemption proceeds will be held on a client money account: no interest will be payable.

10.7 The Account may be terminated by the Manager, at its sole discretion and without giving any reason, by giving the Investor 90 days' written notice. In such circumstances you will have the right to transfer the Account to another plan manager or to receive the investments or their cash value at the relevant time. There is a potential loss of income and growth following a rise in the markets whilst the ISA transfer remains pending.

10.8 The Manager may deduct from the amount

of any payment or transfer of Investments an amount to satisfy any sums due to him under these Terms and Conditions and tax liabilities of the Investor (or his personal representatives) for which the Manager is accountable.

## **11. Death**

11.1 Investments cease to be tax-exempt with effect from the date of death of the Investor and the ISA will therefore be terminated immediately upon receipt of a copy of the death certificate.

11.2 The Investments will be transferred, outside the ISA, to the order of the Investor's personal representatives pending receipt of grant of probate and their further instructions. Notwithstanding the termination of the ISA status, the Manager's rights and powers under these Terms and Conditions shall continue and shall bind the Investor's personal representatives. Where an ISA holder has died on, or after, 3rd December 2014, their surviving spouse or civil partner can now inherit their ISA tax benefits. The surviving spouse/civil partner will be eligible for an additional allowance equal to the value of the ISA on the date of the holder's death. This Additional Permitted Subscription (APS) is in addition to the surviving spouse/civil partner's usual ISA allowance. Details about how to claim the APS will be sent to the executor(s) along with the required application forms.

## **12. Reports and Shareholders' Meetings**

12.1 The Manager shall send the Investor regular bi-annual statements showing the number of shares held, a valuation of those shares and details of all transactions for the period. The OEIC's Short Report will also be sent as and when applicable. Full Long Form Report and Financial Statements may be requested free of charge from the ACD.

12.2 Voting rights attached to Investments will not be exercised by the Manager but arrangements will be made by the Manager for the Investor, if he or she so wishes, to attend Shareholders' meetings, to vote and to receive any other relevant information issued to Shareholders in addition to the annual or interim reports in respect of the Funds.

## **13. Cancellation Rights**

13.1 When your application has been accepted the Manager shall send to you a cancellation notice, as required by the Rules. In order to exercise the right of cancellation, the notice

must be returned to the Manager within 14 days of its receipt. In such an event, the Investor will receive back his or her subscription, unless the value of the investment has fallen at the date of the Manager's receipt of the notice. In this case a deduction will be made of the amount by which the value of the investment has fallen.

#### **14. Complaints**

14.1 The Manager operates a written complaints

procedure in accordance with the Rules and a copy of this can be found on our website at [www.fundrock.com](http://www.fundrock.com) or can be obtained by writing to the Complaints Manager at the address given below. Any complaint should in the first instance be addressed to the Complaints Manager at: FundRock Partners Limited – Apollo, PO Box 10263, Chelmsford, CM99 2AS. If the matter is not resolved to the Investor's satisfaction, the Investor subsequently has the right to complain to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

#### **15. Compensation**

15.1 In the event that the ACD is not able to meet its financial liabilities to the Investor, the Investor may be entitled to compensation under the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Most types of investment business are covered for 100% of the first £50,000. This level of compensation is set out by the UK Government and can change. This is the maximum compensation available.

#### **16. Liability and Rights of the Manager**

16.1 We will not be liable to you for any costs, claims, demands, losses, expenses or any other liabilities whatsoever (including any demands or claims by HM Revenue & Customs) as a result of any loss of opportunity to increase the value of any of your Investments, or any depreciation in the value of any of your Investments other than as a result of our negligence, fraud, willful default or breach of the Rules.

16.2 We will not be liable for acts or omissions by us or any third party, whether or not that third party is acting as our agent, unless it arises as a result of our negligence, fraud, willful default or breach of the Rules. We currently have insurance cover for loss of Account investments

including loss resulting from misappropriation, negligence, fraud or dishonesty by our employees.

16.3 We will not be liable for any loss or damage suffered as a result of circumstances beyond our reasonable control, provided where relevant that we have complied with the Rules on business continuity. We will not be liable for any negligence, fraud or default by any bank or custodians who hold cash or assets in or on behalf of your Account or any other person, firm or company through or with whom transactions are effected on your behalf.

16.4 The Manager may, without prior notice to the Investor, apply any cash or realise any Investments in payment of any taxes, fees, commissions and/or expenses owed by the Investor to the Manager. In the event that such liabilities remain unsatisfied after such action, the Investor shall on demand promptly pay the Manager any shortfall.

16.5 The Investor shall indemnify the Manager in full in respect of any liabilities, taxes, costs, charges and expenses incurred in connection with the ISA.

16.6 To the extent permitted by the Regulations, the Manager may make claims, conduct appeals and agree on the Investor's behalf liabilities for, and any relief from, tax in respect of the ISA.

16.7 Nothing in these Terms and Conditions shall restrict the Manager's right to provide investment services to others.

#### **17. Notices and Instructions**

17.1 Notices and instructions to the Manager should be in writing and signed by the Investor. Such notices and instructions should be sent to the following address – FundRock Partners Limited – Apollo, PO Box 10263, Chelmsford, CM99 2AS.

17.2 Notices and other documents to be given to the Investor will be posted to the Investor's last address held by the Manager and will be considered to have been received by the Investor two days after posting.

17.3 You must supply us with all information that we reasonably ask for, in relation to your Account. In particular, you must tell us promptly if you cease to be a Qualifying Individual, change your address, your personal status, your Financial Adviser, or other information you have given us in your Application or any other significant change in your circumstances which might affect your Account. You need to inform us

of a change of address by signed, written instructions. You need to inform us of a change of name by signed, written instructions – including the original or certified copy of any legal documentation. If you are an ISA investor, you must write to tell us if you cease to be a Qualifying Individual.

## **18. Confidentiality**

18.1 The Manager will not disclose confidential information obtained by it relating to the Investor, to any third party, except in the following circumstances:

- (a) the information is disclosed to any agent of the Manager who will be bound by the same duty of confidentiality;
- (b) when any transaction in the ISA is carried out through a Financial Adviser, the Manager will treat that adviser as the Investor's agent and may disclose full details of the ISA to each such agent and accept instructions from any such agent in respect of the ISA;
- (c) with the prior written consent of the Investor; and
- (d) where the Manager is under any legal or regulatory obligation to do so.

## **19. Conflict of Interest**

19.1 When the Manager or Administrator provides services to you, the Manager or the Administrator (or associates of either) may have an interest or conflict of interest in relation to the transaction. In such circumstances, neither parties (nor their associates) will be liable to account to you for any benefit, profit or commission or other remuneration made or received by reason of the transaction or any connected transaction. The circumstances in which conflicts of interest might arise include where we deal on your behalf with another company in the ACD's group of companies, where we act for other investors with an interest in such investments or where the transactions are in shares of a Fund for which the company in the ACD's group of companies is the adviser of the ACD.

19.2 Where a potential conflict arises, we are committed to managing these to prevent abuse and protect our employees, clients and other counterparties and to ensure that transactions and services are effected on terms which are not materially less favorable to the client had the potential conflict not existed. Further detail on our conflicts of interest policy is available on request.

We are required to identify, manage, record and, where relevant, disclose actual or potential conflicts of interest between us and our clients and between one client and another and to have a written policy in place.

## **20. Data Protection: How we use your personal information**

20.1 The way in which we may use personal information of individuals ("personal data") is governed by the "Data Protection Requirements" which means all applicable data protection laws and regulations including, without limitation, (a) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), (b) any applicable legislation supplementing and / or implementing GDPR in the United Kingdom, and (c) any legislation that, in respect of the United Kingdom, replaces GDPR as a consequence of the United Kingdom leaving the European Union. Further details on our privacy policy and your rights under the Data Protection Requirements can be found on our website: [www.fundrock.com](http://www.fundrock.com).

20.2 Information we collect from you or from other sources and what we do with it:

We will collect and process the following data about you depending on how or why you interact or communicate with us (e.g., filling in an application form, subscribing for or redeeming Shares or when you communicate with us by email, telephone or otherwise):

- 1) Your name and title, address, date of birth, e-mail address and phone number or other contact information; your signature, your tax number or "national insurance number"; your banking details, credit or debit card information or other payment or financial information; information about transactions you make in relation to a Fund including your holding in a Fund or the reference number in relation to your holding; your personal description and your photograph.

We will use this information to open your account, maintain the Register; process subscriptions, redemptions and exchanges of Shares and payments of dividends; perform controls on excessive trading and market timing; comply with applicable anti-money laundering rules or anti-terrorist financing rules; or comply with our reporting obligations to regulatory bodies or tax authorities as well as our obligations under other applicable laws and regulations, monitor calls and electronic communications to process and

verify of instructions, or for investigation and fraud prevention purposes.

The legal basis for this processing of your personal data is our legitimate interests, namely the proper administration of your investment, the operation the Fund by us, our delegates and the service providers in relation to a Fund; the performance of the contractual obligations between you as a Shareholder and us; to provide you with information, products and services that you request from us; to notify you about changes to our services or to a Fund or the Company; and to comply with applicable laws and regulations.

You have the right to refuse to give us your personal data in which case we may at our discretion refuse to issue Shares to you; refuse to pay the proceeds of a redemption of Shares; refuse to pay income on Shares; or compulsorily redeem your holding.

2) With regard to each of your visits to our website, we will automatically collect certain information about you or your computer. We will do so for administration purposes and to analyse the use of our website and services. Further details are available in the Prospectus and on our website.

The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.

We will combine the information that you give us with information that we receive from other sources and use this for the purposes set out above (depending on the types of information we receive).

We may also use your personal data to establish, exercise or defend claims in order to protect or assert our legal rights, your legal rights or the legal rights of others, obtain or maintain insurance coverage, manage risks, or obtain professional advice in order to protect our business.

#### Disclosure of your information

20.3 We may disclose your personal data to any member of our group of companies; our insurers or professional advisers; service providers to the Funds; our service providers, delegates, suppliers, contractors, sub-contractors or business partners and third parties with whom we contract; our auditors, our bank, competent authorities including the

FCA, tax authorities, courts and other bodies for reporting or as otherwise required by law; technical advisers or analytics and search engine providers that assist us in the improvement and optimisation of our website; credit reference agencies or other risk management agencies; third parties that provide security, email security, data governance, archiving and other information technology support services; any third party that you ask us to share your personal data with.

We may disclose your personal data to third parties in the event we sell or purchase a business or assets; if we are acquired by a third party; or where we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation; or in order to enforce or apply the terms of use of our website (which can be found on our website) and other agreements; or to protect our rights, property, or safety, or that of our customers, or others.

#### International transfers of your personal data

20.4 If we or our service providers need to share your personal data with a recipient outside the European Economic Area or “EEA”, we will ensure that appropriate safeguards are in place including: model clauses that have been approved by the European Commission; a code of conduct or other certified mechanisms such as binding contractual rules. (“Safeguards”).

20.5 Your personal data may be transferred to third parties that we or our service providers use including certain banks that we or our service providers use or certain companies that provide certain services to our service providers such as the registrar of the Fund. Such third parties include: a company located in India that provides operational support services, a company based in the USA that provides information technology security services, and a company based in the USA (but which has affiliates in multiple locations) that provides customer services software. We will ensure that appropriate Safeguards in place.

#### Retention and deletion of your personal data

20.6 We will not keep your personal data longer than is necessary for the purpose that we process it or for any purpose. We will generally retain your personal data for a minimum of 7 years, or for such period as is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital

interests of another natural person.

#### Rights of an individual

20.7 As an individual, you have certain rights under the Data Protection Requirements. These include: (a) the right of access (b) the right to rectification (c) the right to erasure (d) the right to restrict processing (e) the right to object to processing (f) the right to data portability (g) the right to complain to a supervisory authority, and (h) the right to withdraw consent. Some of the rights are complex and only apply in specific circumstances. Further details are set out in the privacy policy published on our website.

#### Our details

20.8 You can contact us or our Data Protection Officer regarding the Data Protection Requirements or our privacy policy:

- (a) by post, to 52-54 Gracechurch Street, London EC3V 0EH.
- (b) by telephone, on 01268 44 8215 or the contact number published on our website from time to time; or
- (c) by email, to [FP\\_DataProtection@Fundrock.com](mailto:FP_DataProtection@Fundrock.com) or the email address published on our website from time to time.

**Further information is available on our website.**

## 22. English Law

21.1 We will always communicate with you in the English language. Your dealings with FundRock Partners Limited before and after you have made an investment with us shall be governed in accordance with English Law.