

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

FundRock Partners Limited, the authorised corporate director of the Company, 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. FundRock Partners Limited accepts responsibility accordingly.

**PROSPECTUS**

**OF**

**FP Mattioli Woods Funds ICVC**

**(An open-ended investment company  
incorporated with limited liability and  
registered in England and Wales  
under registered number IC000733)**

**(A Non-UCITS Retail Scheme - NURS)**

This document constitutes the Prospectus for FP Mattioli Woods Funds ICVC which has been prepared in accordance with The Collective Investment Schemes Sourcebook.

This Prospectus is dated, and is valid as at, **07 August 2019**.

Copies of this Prospectus have been sent to the FCA and the Depositary.

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No person has been authorised by the Company to give any information or to make any representations in connection with the offering of Shares 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 Company. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of Shares shall not, under any circumstances, create any implication that the affairs of the Company have not changed since the date hereof.

The distribution of this Prospectus and the offering of Shares in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required by the Company 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.

Distributors and other intermediaries which offer, recommend or sell shares in the Funds must comply with all laws, regulations and regulatory requirements as may be applicable to them. Also, such Distributors and other intermediaries must consider such information about the Funds and its share classes as is made available by the Authorised Corporate Director for the purposes of the EU's Product Governance regime. Distributors and intermediaries may obtain further information by contacting the ACD.

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 Shares.

The provisions of the Instrument of Incorporation are binding on each of the Shareholders and a copy of the Instrument of Incorporation is available on request.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by FundRock Partners Limited.

The distribution of this Prospectus in certain jurisdictions may require that this Prospectus is translated into the official language of those countries. Should any inconsistency arise between the translated version and the English version, the English version shall prevail.

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

#### International Tax Reporting

In order to fulfil our legal obligations in accordance with the requirements of FATCA and other intergovernmental arrangements such as the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS), including pursuant to the International Tax Compliance Regulations 2015, the Company is required to obtain

confirmation of the tax residency of Shareholders and certain other information to comply with certain reporting requirements. We may ask for evidence of the tax identification number, and country and date of birth of individual Shareholders, or for the Global Intermediary Identification number (GIIN) of other Shareholders. If certain conditions apply, information about your shareholding may be passed to HM Revenue & Customs ("HMRC") in order to be passed on to other tax authorities, where the UK has an agreement with that country. Any Shareholder that fails to provide the required information may be subject to a compulsory redemption of their Shares and/or monetary penalties.

## **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. The Data Protection Requirements are designed to strengthen data protection for all individuals. 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). Changes to our privacy policy will be published on our website.

For the purposes of the Data Protection Requirements, the "data controller" of your personal data is us, FundRock Partners Limited.

### *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 technical information about your computer, including where available your Internet protocol or "IP" address, operating system and browser type and version, time zone setting, operating system and platform; information about your visit, including the full Uniform Resources Locators ("URLs"), clickstream to, through and from our website (including date and time); time on page, page response times, download errors, lengths of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs); location, device and demographic information. We will do so for administration purposes and to analyse the use of our website and services.

Our website uses "cookies" to distinguish you from other users of our website (very broadly, the website identifies a user and customises web pages for that user on subsequent visits to the website). This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them please see our Cookie policy 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*

Your personal data may be transferred to the auditor, registrar, transfer agent, administrator, depositary, custodian or investment manager of a Fund or the Company; or to the sponsor, distributor, or third party data providers in relation to a Fund; or to a third party with whom we contract; any of whom may be located in the European Economic Area ("EEA").

The Data Protection Requirements place restrictions on transferring data outside of the EEA. Transfers to a third country or to an international organisation may only take place if the data being transferred is subject to an adequate level of protection. If we or our service providers need to share your personal data with a recipient outside the 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. 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.

#### *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 Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH;
- (b) by telephone, on 0330 123 3720 or the contact number published on our website from time to time; or
- (c) by email, to FP\_DataProtection@Fundrock.com or the email address published on our website from time to time.

Further information is available on our website.

1. **DEFINITIONS**

- "ACD" or "FP"** FundRock Partners Limited, the authorised corporate director of the Company;
- "ACD Agreement"** an agreement dated 2<sup>nd</sup> March 2009 between the Company and the ACD;
- "Administrator"** DST Financial Services Europe Limited, or such other entity as is appointed to act as administrator to the Company from time to time;
- "AIFM Directive"** the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2004/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010;
- "Approved Bank"** (in relation to a bank account opened by the Company):
- (a) if the account is opened at a branch in the United Kingdom:
    - (i) the Bank of England; or
    - (ii) the central bank of a member state of the OECD; or
    - (iii) a bank; or
    - (iv) a building society; or
    - (v) a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or
  - (b) if the account is opened elsewhere:
    - (i) a bank in (a); or
    - (ii) a credit institution established in an EEA State other than in the United Kingdom and duly

	authorised by the relevant Home State Regulator; or
	(iii) a bank which is regulated in the Isle of Man or the Channel Islands; or
	(iv) a bank supervised by the South African Reserve Bank;
<b>"Auditor"</b>	Deloitte LLP, or such other entity as is appointed to act as auditor to the Company from time to time;
<b>"Class" or "Classes"</b>	in relation to Shares, means (according to the context) all of the Shares related to a single Fund or a particular class or classes of Share related to a single Fund;
<b>"COLL"</b>	refers to the appropriate chapter or rule in the COLL Sourcebook;
<b>"the COLL Sourcebook"</b>	The Collective Investment Schemes Sourcebook issued by the FCA as amended from time to time;
<b>"Company"</b>	FP Mattioli Woods Funds ICVC;
<b>"Conversion"</b>	the Conversion of shares in one Class in a Fund to shares of another Class in the same Fund and "Convert" shall be construed accordingly;
<b>"Custodian"</b>	Societe Generale S.A, London Branch or such other entity as appointed to act as custodian;
<b>"Cut Off Point"</b>	the point prior to which orders to buy, sell or Switch shares must be received by the Administrator in order for them to be actioned at the next Valuation Point and details of which are set out for each Fund (if relevant) in Appendix 1;
<b>"Dealing Day"</b>	Monday to Friday except for (unless the ACD otherwise decides) a bank or public holiday in

	England and Wales and any other days declared by the ACD to be a non-Dealing Day;
<b>"Depository"</b>	Societe Generale S.A, London Branch or such other entity as is appointed to act as depositary of the Company;
<b>"Director" or "Directors"</b>	the directors of the Company from time to time (including the ACD);
<b>"EEA State"</b>	a member state of the European Union and any other state which is within the European Economic Area;
<b>"Efficient Portfolio Management" or "EPM"</b>	as defined in paragraph 9 of Appendix III;
<b>"Eligible Institution"</b>	one of certain eligible institutions as defined in the glossary of definitions to the FCA Handbook;
<b>"the FCA"</b>	means the Financial Services Authority in respect of matters prior to 1 April 2013 and, in respect of matters after that date, the Financial Conduct Authority or any other successor entity from time to time;
<b>"FATCA"</b>	the provisions, enacted in the US, commonly known as the Foreign Account Tax Compliance Act (as amended, consolidated or supplemented from time to time) including any regulations issued pursuant to it;
<b>"the FCA Handbook"</b>	the FCA Handbook of Rules and Guidance, as amended from time to time;
<b>"Fund Accountant"</b>	Societe Generale S.A, London Branch or such other entity as is appointed to act as fund accountant;
<b>"Fund" or "Funds"</b>	a sub-fund of the Company (being part of the Scheme Property of the Company which is pooled separately) to which specific assets and liabilities of the Company may be allocated and which is invested in accordance

	with the investment objective applicable to such sub-fund;
<b>"FUND Sourcebook"</b>	the Investment Fund Sourcebook issued by the FCA as amended or replaced from time to time;
<b>"Fundrock Holding S.A."</b>	the ultimate holding company of FundRock Partners Limited;
<b>"Instrument of Incorporation"</b>	the instrument of incorporation of the Company as amended from time to time;
<b>"Investment Manager"</b>	Mattioli Woods Plc Limited the investment manager to the ACD in respect of the Company;
<b>"ISA"</b>	an individual savings account under The Individual Savings Account Regulations 1998 (as amended);
<b>"Leverage"</b>	means any method by which the exposure of a Fund is increased, whether through borrowing of cash or transferrable securities or leverage embedded in derivative positions or by any other means;
<b>"Net Asset Value" or "NAV"</b>	the value of the Scheme Property of the Company or of any Fund (as the context may require) less the liabilities of the Company (or of the Fund concerned) as calculated in accordance with the Instrument of Incorporation;
<b>"Non-UCITS Retail Scheme" or "NURS"</b>	a type of collective investment scheme such as the Company which is authorised by the FCA and therefore meets the standards set by the FCA to enable the Company to be marketed to the public within the UK, but which does not comply with the conditions necessary for it to benefit from European passporting rights under the UCITS Directive;

<b>"OEIC Regulations"</b>	the Open-Ended Investment Companies Regulations 2001 as amended or replaced from time to time;
<b>"PRN"</b>	FCA Product Reference Number;
<b>"Professional Liability Risks"</b>	shall have the meaning given to it in IPRU(INV) 11.3.12 EU of the FCA Handbook;
<b>"Register"</b>	the register of Shareholders of the Company;
<b>"Registrar"</b>	DST Financial Services Europe Limited, or such other entity as is appointed to act as Registrar to the Company from time to time;
<b>"Regulated Activities Order"</b>	the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) as amended from time to time;
<b>"Regulations"</b>	the OEIC Regulations, and the FCA Handbook (including the COLL Sourcebook and FUND Sourcebook, as relevant);
<b>"Scheme Property"</b>	the scheme property of the Company required under the COLL Sourcebook to be given for safekeeping to the Depositary;
<b>"SDRT"</b>	stamp duty reserve tax;
<b>"Share" or "Shares"</b>	a share or shares in the Company (including larger denomination shares, and smaller denomination shares equivalent to one ten thousandth of a larger denomination share);
<b>"Shareholder"</b>	a holder of registered Shares in the Company;
<b>"Specified US Person"</b>	a Shareholder who falls within the definition of "Specified U.S. Person" for the purposes of FATCA;
<b>"Switch"</b>	the exchange where permissible of Shares of one Fund for Shares of another Fund and "Switching" shall be construed accordingly;
<b>"UCITS Directive"</b>	the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative

provisions relating to undertakings for collective investments in transferable securities (UCITS) (No. 2009/65/EC) (as amended from time to time);

**“US Persons”**

a person who falls within the definition of “US Person” as defined in rule 902 of regulation 5 of the United States Securities Act 1933;

**“Valuation Point”**

the point, whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the Company or a Fund (as the case may be) for the purpose of determining the price at which Shares of a Class may be issued, cancelled or redeemed. For details of the Valuation Point of a Fund please see Appendix I;

**“VAT”**

UK value added tax.

## 2. **DETAILS OF THE COMPANY**

### 2.1 **General**

2.1.1 FP Mattioli Woods Funds ICVC (the Company) is an investment company with variable capital incorporated in England and Wales under registered number IC000733 and authorised by the FCA with effect from 27<sup>th</sup> February 2009. The FCA product reference number for the Company is 576956. The Company has an unlimited duration.

Shareholders are not liable for the debts of the Company.

The ACD is also the authorised corporate director of certain open-ended investment companies and authorised fund manager of certain authorised unit trusts details of which are set out in Appendix IV.

#### 2.1.2 **Head Office**

The head office of the Company is Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH.

#### 2.1.3 **Address for Service**

The head office is the address of the place in the UK for service on the Company of notices or other documents required or authorised to be served on it.

#### 2.1.4 **Base Currency**

The base currency of the Company and each Fund is Pounds Sterling.

#### 2.1.5 **Share Capital**

Maximum £100,000,000,000

Minimum £1

Shares have no par value. The Share capital of the Company at all times equals the sum of the Net Asset Values of each of the Funds.

Shares in the Company may be marketed in other Member States and in countries outside the European Union and European Economic Area, subject to the Regulations, and any regulatory constraints in those countries, if the ACD so decides.

Each of the Funds of the Company is designed and managed to support longer-term investment and active trading is discouraged. Short-term or excessive trading into

and out of the Fund may harm performance by disrupting portfolio management strategies and by increasing expenses. The ACD may at its discretion refuse to accept applications for Conversion, or Switching of, Shares, especially where transactions are deemed disruptive, particularly from possible market timers or investors who, in its opinion, have a pattern of short-term or excessive trading or whose trading has been or may be disruptive to the Fund(s). For these purposes, the ACD may consider an investor's trading history in the Fund(s) or other funds managed by ACD and accounts under common ownership or control.

## 2.2 **The Structure of the Company**

### 2.2.1 **The Funds**

The Company is structured as an umbrella company, in that different Funds may be established from time to time by the ACD with the approval of the FCA. On the introduction of any new Fund or Class, a revised prospectus will be prepared setting out the relevant details of each Fund or Class.

The Company is a Non-UCITS Retail Scheme (NURS).

The assets of each Fund will be treated as separate from those of every other Fund and will be invested in accordance with the investment objective and investment policy applicable to that Fund. Investment of the assets of each of the Funds must comply with the COLL Sourcebook and the investment objective and policy of the relevant Fund. Details of the Funds, including their investment objectives and policies, are set out in Appendix I.

Any proposals to change a Fund's investment objective or investment policy will typically be treated by the ACD (with the agreement of the Depositary) as a "fundamental event" requiring prior approval of the majority of Shareholders in the Fund (see section 8 "Shareholder Meetings and Voting Rights" for further details). However, Shareholders should be aware that the ACD may change a Fund's investment objective and/or its investment policy without first obtaining Shareholder consent to the extent necessary to satisfy any changes to the Regulations. In these circumstances, Shareholders shall be given as much notice as is practicable in the circumstances.

The requirement for a Shareholder meeting depends on the proposed change to the Company. Changes to the Company may fall within one of the following three categories:

- “Fundamental events” which change the purpose or nature of the Company or the basis on which the investor invested, for example changes to an investment objective, its risk profile or something that would cause material prejudice to the investors would require investor approval. Fundamental changes require prior approval at a meeting of Shareholders;
- “Significant events” are those which would materially affect an investor's investment, affect a Shareholder's ability to exercise his rights in relation to this investment, result in material increased payments out of the Company, or could reasonably be expected to cause investors to reconsider their participation in the Company. Those should be notified pre-event to the investors and in sufficient time to enable them to leave the Company, if they wish, before the change takes effect. 60 days' minimum notice is required for these changes; and
- “Notifiable events” for which the ACD would decide when and how Shareholders should be notified, depending on the type of event. In these cases notification could be after the event. This may take the form of the sending of an immediate notification to Shareholders or the information being included in the next long report of the Company.

The eligible securities markets and eligible derivatives markets on which the Funds may invest are set out in Appendix II. A detailed statement of the general investment and borrowing restrictions in respect of each type of Fund is set out in Appendix III.

Each Fund has a specific portfolio to which that Fund's assets and liabilities are attributable. So far as the Shareholders are concerned, each Fund is treated as a separate entity.

Investors should note that the Company's Funds are segregated portfolios of assets and, accordingly, the assets of a Fund belong exclusively to that Fund, and shall not be used or made available to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the Company or any other Fund, and shall not be available for any such purpose.

While the provisions of the OEIC Regulations provide for segregated liability between the Funds, the concept of segregated liability is relatively new and these provisions have yet to be tested in the Courts. Accordingly, where claims are brought by local creditors in foreign courts or under foreign law contracts, it is not yet known how those foreign

courts will react to the OEIC Regulations. It is therefore not free from doubt that the assets of a Fund will always be "ring-fenced" from the liabilities of other Funds of the Company.

In certain circumstances the Company may sue and be sued in respect of a particular Fund and may exercise rights of set-off in relation to that Fund.

Subject to the above, each Fund will be charged with the liabilities, expenses, costs and charges of the Company attributable to that Fund, and within each Fund charges will be allocated between Classes in accordance with the terms of issue of Shares of those Classes. Any assets, liabilities, expenses, costs or charges not attributable to a particular Fund may be allocated by the ACD in a manner which it believes is fair to the Shareholders generally. This will normally be pro rata to the Net Asset Value of the relevant Funds.

## 2.2.2 **Shares**

### **Classes of Shares within the Funds**

Shares will be issued in larger and smaller denominations. There are 10,000 smaller denomination Shares to each larger Share. Smaller denomination Shares represent what, in other terms, might be called fractions of a larger Share and have proportionate rights.

Shares have no par value and, within each Class in each Fund subject to their denomination, are entitled to participate equally in the profits arising in respect of, and in the proceeds of, the liquidation of the Company or termination of a relevant Fund. Shares do not carry preferential or pre-emptive rights to acquire further Shares.

Further Classes of Share may be established from time to time by the ACD with the approval of the FCA, the agreement of the Depositary and in accordance with the Instrument of Incorporation. On the introduction of any new Fund or Class, either a revised prospectus or a supplemental prospectus will be prepared, setting out the details of each Fund or Class.

The base currency for each new Class of Shares will be determined at the date of creation and set out in the prospectus issued in respect of the new Class of Shares.

The net proceeds from subscriptions to a Fund will be invested in the specific pool of assets constituting that Fund.

To the extent that any Scheme Property of the Company, or any assets to be received as part of the Scheme Property, or any costs, charges or expenses to be paid out of the Scheme Property, are not attributable to one Fund only, the ACD will allocate such Scheme Property, assets, costs, charges or expenses between Funds in a manner which is fair to all Shareholders of the Company.

Shares in the Company are not currently listed on any investment exchange.

The Share Classes that may be issued and their criteria for subscription in respect of each Fund are set out in Appendix I. Details of which of the Share Classes are presently available in each Fund are set out in Appendix I.

A Regular Savings Plan is available for certain Funds. Details of the relevant Funds are set out in Appendix I

Holders of income Shares are entitled to be paid the distributable income attributed to such Shares on any relevant interim and annual allocation dates.

Holders of accumulation Shares are not entitled to be paid the income attributed to such Shares, but that income is automatically transferred to (and retained as part of) the capital assets of the relevant Fund on the relevant interim and/or annual accounting dates. This is reflected in the price of an accumulation Share.

The Instrument of Incorporation allows income and accumulation Shares to be issued. Income Shares are Shares in respect of which income allocated to them is distributed periodically to the relevant Shareholders. Accumulation Shares are Shares whereby income is credited periodically to capital. In accordance with relevant tax law, distribution or allocation of income is made gross without any tax being deducted or accounted for by the Company. Further details concerning taxation may be found in section 9.

Where a Fund has different Classes, each Class may attract different charges and so monies may be deducted from the Scheme Property attributable to such Classes in unequal proportions. In these circumstances, the proportionate interests of the Classes within a Fund will be adjusted accordingly.

Shareholders are entitled (subject to certain restrictions) to Convert all or part of their Shares in a Class for Shares in another Class in the same

Fund or to Switch all or part of their Shares in a Class or a Fund for Shares of the same or another Class within a different Fund of the Company. Details of this Conversion and Switching facility and the restrictions are set out in paragraph 3.3 "Conversion and Switching".

### 2.2.3 **Liquidity Management**

The ACD maintains a liquidity management policy to monitor the liquidity risk of the Funds, which includes, among other tools and methods of measurement, the use of stress tests under both normal and exceptional circumstances.

The liquidity management systems and procedures employed by the ACD enable it to measure the liquidity of a Fund's portfolio against thresholds set by reference to each Fund's redemption policy. The ACD seeks to ensure that each Fund will remain within the liquidity limits set for it. The ACD is also able to apply various tools and arrangements necessary to respond appropriately to redemption requests. In normal circumstances, redemption requests will be processed as set out below. Other arrangements may also be used in response to redemption requests which, if activated, will restrict the redemption rights Shareholders benefit from in the ordinary course. The ACD may also temporarily suspend redemptions in certain circumstances as set out in section 3.14.

### 3. **BUYING, REDEEMING, CONVERTING AND SWITCHING SHARES**

The dealing office of the Administrator is normally open from 9am to 5pm (UK time) on each Dealing Day to receive requests by post or fax on 01268 44 1498 for the purchase, sale, Conversion and Switching of Shares. Please send any requests by post to the Administrator at FundRock Partners Limited - Mattioli Woods, PO Box 12764, Chelmsford, CM99 2FJ. The Administrator may vary these times with the consent of the ACD. Requests to deal in Shares may also be made by telephone on 0330 123 3720 each Dealing Day (at the ACD's discretion) between 9am and 5pm (UK time) or through such other number as published from time to time. The initial investment must, at the discretion of the ACD, be accompanied by an application form.

In addition, the ACD may from time to time make arrangements to allow Shares to be bought or sold on-line or through other communication media.

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. The ACD may also, at its discretion, introduce further methods of dealing in Shares in the future. At present, transfer of title by electronic communication is not accepted.

In respect of some Funds, deals must be received before the relevant Cut Off Point in order to be dealt with at the next Valuation Point. Deals received after the Cut Off Point will be dealt with at the Valuation Point on the next following Dealing Day. For details of the Valuation Point and, where relevant, the Cut Off Point of a Fund, please see Appendix I.

In its dealings in Shares of the Funds the ACD is dealing as principal. The ACD may make a profit from dealing in Shares as principal. The ACD separately identifies any profits it makes as dealing as principal between 'risk free' and 'at risk' and does not retain any risk free profits arising.

#### **Buying Shares**

##### **3.1.1 Procedure**

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 paragraph 3.8 below. 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 as set out in paragraph 3.14.

The ACD, 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 ACD's discretion, payment for large purchases of Shares may be made by telegraphic transfer ("TT").

A purchase of Shares in writing or by telephone or any other communication media made available is a legally binding contract. Applications to purchase, once made are, except in the case where cancellation rights are applied, irrevocable. However, subject to its obligations under the Regulations, the ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for Shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant.

Any subscription monies remaining after a whole number of Shares have been issued will not be returned to the applicant. Instead, smaller denomination Shares will be issued. A smaller denomination Share is equivalent to one ten thousandth of a larger denomination Share.

Applicants who have received advice may have the right to cancel their application to buy Shares at any time during the 14 days after the date on which they receive a cancellation notice from the ACD. If an applicant decides to cancel the contract, and the value of the investment has fallen at the time the ACD receives the completed cancellation notice, they will not receive a full refund as an amount equal to any fall in value will be deducted from the sum originally invested. Investors who invest through the Regular Savings Plan will be entitled to receive back the full amount they invested if they cancel. The ACD may extend cancellation rights to other investors but is under no obligation to do so.

The UK has implemented the Foreign Account Tax Compliant Act (FATCA) and the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS) pursuant to the International Tax Compliance Regulations 2015. As a result of UK legislation, the Company may be required to obtain confirmation of certain information from Shareholders and (where applicable) their beneficial owners, such as where you are resident for tax purposes, your tax identification number,

and your place and date of birth, and your tax status classification and place of incorporation if you are a corporate body. Under certain circumstances (including where you do not supply us with the information we request), we will be obliged to report your personal details as well as the details of your Investment to HMRC. This information may then be passed to other tax authorities. Any Shareholder that fails to provide the required information may be subject to a compulsory redemption of their Shares and/or monetary penalties.

By signing the application form to subscribe for Shares in the Company, each Shareholder is agreeing to provide such information upon request from the Company or its delegate.

**Please note that the Company may treat Shareholders as a Specified U.S. Person where the Administrator is unable to establish that this is not the case.**

Shareholders who are concerned about their position are encouraged to consult with their own tax advisers regarding the possible implications of FATCA on their interest in the Company.

### 3.1.2 **Documents the buyer will receive**

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 applicant's right to cancel.

Settlement is due within four business days of the Valuation Point. An order for the purchase of Shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application. If settlement is not made within a reasonable period, then the ACD has the right to cancel any Shares issued in respect of the application.

Share certificates will not be issued in respect of Shares. Ownership of Shares will be evidenced by an entry on the Register. Statements in respect of periodic distributions on Shares will show the number of Shares held by the recipient.

The Company has the power to issue bearer Shares but there are no present plans to do so.

### 3.1.3 **Regular Savings Plan**

The ACD may make available certain Classes of Shares of any Fund through the Regular Savings Plan (details of current Classes of Shares and Funds which are available are shown in Appendix I). To invest in this way, Shareholders must complete and return to the Administrator the relevant plan application form and direct debit form before contributions may begin. Monthly contributions may be increased, decreased (subject to maintaining the minimum level of contribution) or stopped at any time by notifying such party as the ACD may direct. If, however, payments are not made into the Regular Savings Plan for more than ten months and the Shareholder holds less than the minimum holding for that Class, then the ACD reserves the right to redeem that Shareholder's entire holding in that Class. Confirmations will not be issued to Shareholders investing through a Regular Savings Plan, however statements detailing all Share transactions will be sent out to all monthly savers at least on a six monthly basis.

Contributions to the Plan will normally be collected on a monthly basis usually on the tenth of each month (or the next following Dealing Day) with Shares being allocated at the Share price ruling at the next following Valuation Point (subject to any applicable initial charge).

For Shares purchased through the Regular Savings Plan, the minimum monthly investment is stated in Appendix I.

#### 3.1.4 **Minimum subscriptions and holdings**

The minimum initial subscription, subsequent subscription and holding levels for each Class of Share in a Fund are set out in Appendix I.

The ACD may at its sole discretion accept subscriptions and/or holdings lower than the minimum amount(s).

If following a redemption, Conversion, Switch or transfer a holding in any Class of Share should fall below the minimum holding for that Class, the ACD has a discretion to effect a redemption of that Shareholder's entire holding in that Class of Share. The ACD may use this discretion at any time. Failure not to do so immediately after such redemption, Conversion, Switch or transfer does not remove this right.

### 3.2 **Redeeming Shares**

#### 3.2.1 **Procedure**

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 as set out in paragraph 3.14.

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.

For details of dealing charges see paragraph 3.8 below.

### 3.2.2 **Documents a redeeming Shareholder will receive**

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 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.

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.

### 3.2.3 **Minimum redemption**

Part of a Shareholder's holding may be redeemed but the ACD reserves the right to refuse a redemption request if the value of the Shares of any Fund to be redeemed is less than the minimum stated in respect of the appropriate Class in the Fund in question (see Appendix I).

#### **3.2.4 Regular Withdrawal Facility**

The ACD offers a regular withdrawal facility. For further details please contact the Administrator at FundRock Partners Limited - Mattioli Woods, PO Box 12764, Chelmsford, CM99 2FJ or by telephone on 0330 123 3720.

### **3.3 Method of delivery of applications or other instructions to deal in shares**

Instructions (including applications and redemptions) sent to the ACD by fax the ACD's fax no is 01268 44 1498 are only valid and binding on the ACD if the applicant or the applicant's authorised agent obtains separate confirmation from the ACD that the ACD has received the fax. After sending the fax, the applicant or the applicant's authorised agent is required to telephone the ACD on 0330 123 3720 promptly to obtain confirmation from a named representative of the ACD that the ACD has received the fax. Without procuring such verbal confirmation from the ACD, the applicant and the applicant's authorised representative acknowledge that the ACD shall not be under any liability in relation to any and all fax messages not received by the ACD.

### **3.4 Conversion and Switching**

Subject to any restrictions on the eligibility of investors for a particular Share Class, a Shareholder in a Fund may at any time:

- 3.4.1 Convert all or some of his Shares of one Class in a Fund for Shares in another Class in the same Fund; or
- 3.4.2 Switch all or some of his Shares in a Fund for Shares in another Fund in the Company.

### **3.5 Conversions**

Conversions will be effected by the ACD recording the change of Share Class on the Register of the Company.

If a Shareholder wishes to Convert Shares he should apply to the ACD in the same manner as for a sale as set out below.

Conversions may not be effected at the next Valuation Point and may be held over and processed with Conversion instructions given by other Shareholders. If you

would like information about when your Conversion will be processed please contact the ACD on 0330 123 3720.

Conversions of Shares from one Class in a Fund for Shares of another Class in the same Fund (where no other consideration is given or received) will generally not be treated as a disposal for capital gains tax purposes provided the property subject to the scheme and the rights of participants to share in the capital and income in relation to that property are the same immediately before and after the event (ignoring any changes as a result of a variation in management charges). Other conversions of Shares, including from or to a Class of Share that is hedged, may be treated as a disposal for capital gains tax purposes. Shareholders who are in any doubt as to their tax treatment in respect of any conversion of Shares should seek their own professional advice.

There is no fee on Conversions.

The number of Shares to be issued in the new Class will be calculated relative to the price of the Shares being converted from.

### 3.6 **Switches**

Subject to the qualifications below, a Shareholder may at any time Switch all or some of his Shares of one Class in a Fund ("**Original Shares**") for Shares of another Fund ("**New Shares**").

- 3.7 The number of New Shares issued will be determined by reference to the respective prices of New Shares and Original Shares at the Valuation Point applicable at the time the Original Shares are redeemed and the New Shares are issued.

The ACD may at its discretion make a charge on the Switching or Conversion of Shares between Funds or Classes. 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. For details of the charges on Switching currently payable, please see paragraph 3.4.3 "Charges on Switching".

If a partial Switch would result in the Shareholder holding a number of Original Shares or New Shares of a value which is less than the minimum holding in the Class concerned, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Original Shares to New Shares (and make a charge on Switching or such Conversion) or refuse to effect any Switch of the Original Shares. Save as otherwise specifically set out, the general provisions on procedures relating to redemption will apply equally to a Switch. Written instructions must be received by the ACD before the Valuation Point on a Dealing Day in the Fund or Funds concerned to be dealt with at the prices at the Valuation Point on that Dealing Day or at such other

Valuation Point as the ACD at the request of the Shareholder giving the relevant instruction may agree. Switching requests received after a Valuation Point will be held over until the next day which is a Dealing Day in each of the relevant Fund or Funds.

The ACD may adjust the number of New Shares to be issued to reflect the application of any charge on Switching together with any other charges or levies in respect of the application for the New Shares or redemption of the Original Shares as may be permitted pursuant to the COLL Sourcebook.

**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 and sale 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 Converts between Classes of Shares) will not be given a right by law to withdraw from or cancel the transaction.**

### 3.8 Dealing Charges

The price per Share at which Shares are bought, redeemed, Converted or Switched is the Net Asset Value per Share. Any initial charge, or redemption charge is deducted from the Gross subscription or the proceeds of the redemption monies.

#### 3.8.1 Initial Charge

The ACD may impose a charge on the purchase of Shares in each Class. The current initial charge is calculated as a percentage of the amount invested by a potential Shareholder in respect of each Share Class is set out in Appendix I. The ACD may waive or discount the initial charge at its discretion.

The initial charge (which is deducted from subscription monies) is payable by the Shareholder to the ACD.

The current initial charge of a Class may only be increased in accordance with the Regulations.

Where permitted to do so under the rules in the FCA Handbook, the ACD may pay a commission to relevant intermediaries either out of the initial charge or out of other of its own resources.

#### 3.8.2 Redemption Charge

The ACD may make a charge on the redemption of Shares in each Class. Please see Appendix I for details of which Funds apply a redemption charge.

The ACD may only introduce a redemption charge in accordance with the Regulations. Also, if such a charge was introduced, it would not apply to Shares issued before the date of the introduction (i.e., those not previously subject to a redemption charge).

There is currently no charge for redeeming Shares in any of the Classes.

### **3.8.3 Charges on Switching and Conversion**

On the Switching of Shares between Funds or the Converting of Shares between Classes in the Company the Instrument of Incorporation authorises the Company to impose a charge. If a redemption charge is payable in respect of the Original Shares, this may become payable instead of, or as well as, the then prevailing initial charge for the New Shares. The charge on Switching or Converting is payable by the Shareholder to the ACD.

There is currently no charge for Switching between Funds or for Converting Shares in one Class of a Fund for Shares in another Class of the same Fund.

### **3.8.4 Dilution Adjustment**

The actual cost of purchasing, selling or Switching assets and investments in a Fund 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 a Fund, known as "dilution". In order to mitigate the effect of dilution the Regulations allow the ACD to adjust the sale and purchase price of Shares in the Funds to take into account the possible effects of dilution. This practise is known as making a "dilution adjustment" or operating swinging single pricing. The power to make a dilution adjustment may only be exercised for the purpose of reducing dilution in the Funds.

The price of each Class of Share in each Fund will be calculated separately but any dilution adjustment will in percentage terms affect the price of Shares of each Class identically.

The ACD reserves the right to make a dilution adjustment every day. The dilution adjustment is calculated using the estimated dealing costs of a Fund's underlying investments and taking into consideration any dealing

spreads, commission and transfer taxes. The need to make a dilution adjustment will depend on the difference between the value of Shares being acquired and the value of Shares being redeemed as a proportion of the total value of that Fund. The measurement period will typically be a single day but, where a trend develops so that for a number of days in a row there is a surplus of acquisitions or redemptions on each and every day, the aggregate effect of such acquisitions or redemptions as a proportion of the total Fund value will be considered.

Where a Fund is experiencing net acquisitions of its Shares the dilution adjustment would increase the price of Shares above their mid-market value. Where a Fund is experiencing net redemptions the dilution adjustment would decrease the price of Shares to below their mid-market value.

It is the ACD's policy to reserve the right to impose a dilution adjustment on purchases, sales and Switches of Shares of whatever size and whenever made. In the event that a dilution adjustment is made it will be applied to all transactions in a Fund during the relevant measurement period and all transactions during the relevant measurement period will be dealt on the same price inclusive of the dilution adjustment.

The ACD's decision on whether or not to make this adjustment, and at what level this adjustment might be made in a particular case or generally, will not prevent it from making a different decision on future similar transactions.

On the occasions when a dilution adjustment is not applied if a Fund is experiencing net acquisitions of Shares or net redemptions there may be an adverse impact on the assets of that Fund attributable to each underlying Share, although the ACD does not consider this to be likely to be material in relation to the potential future growth in value of a Share. As dilution is directly related to the inflows and outflows of monies from the Fund it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently it is also not possible to accurately predict how frequently the ACD will need to make a dilution adjustment.

The dilution adjustment will be applied to the mid price for the Shares resulting in a figure calculated up to six decimal places. The final digit in this figure will then be rounded either up or down in accordance with standard mathematical principles resulting in the final price for the Shares.

There has been no dilution adjustment made in the past 12 months. It is envisaged (based on future projections) that a dilution adjustment will be applied from time to time.

The dilution adjustment for any one Fund may vary over time because the dilution adjustment for each Fund will be calculated by reference to the costs of dealing in the underlying investments of that Fund, including any dealing spreads, and these can vary with market conditions. A typical dilution adjustment may range from 0.2% to 0.8% when buying or selling Shares.

### 3.9 **Money laundering**

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.

### 3.10 **Transfers**

Shareholders are entitled to transfer their Shares to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the ACD for this purpose. Completed instruments of transfer must be returned to the ACD in order for the transfer to be registered by the ACD. At present, transfer of title by electronic communication is not accepted.

### 3.11 **Restrictions and Compulsory Transfer and Redemption**

The ACD may from time to time impose such restrictions as it may think necessary for the purpose of ensuring that no Shares 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 the Company incurring any liability to taxation which the Company is not able to recoup itself or suffering any other adverse consequence. In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, redemption, transfer, Conversion or Switching of Shares.

If it comes to the notice of the ACD that any Shares ("affected Shares"):

- (a) 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
- (b) would result in the Company incurring any liability to taxation which the Company 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);
- (c) are held in any manner by virtue of which the Shareholder or Shareholders in question is/are not qualified to hold such Shares or if it reasonably believes this to be the case; or
- (d) are owned by a Shareholder who is registered in a jurisdiction (where the Fund is not registered or recognised by the relevant competent authority) whereby communication with that Shareholder by the ACD, on behalf of the Fund, might constitute a breach of the regulations in that jurisdiction (unless specific action is taken by the ACD to prevent such a communication constituting a breach).

or if the ACD is not satisfied that any Shares may not give rise to a situation discussed in (a) to (d) above, the ACD may give notice to the Shareholder(s) of the affected Shares requiring the transfer of such Shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption of such Shares in accordance with the COLL Sourcebook. If any Shareholder upon whom such a notice is served does not within thirty days after the date of such notice transfer his affected Shares to a person qualified to own them or submit a written request for their redemption to the ACD or establish to the satisfaction of the ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected Shares, 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 ACD) of all the affected Shares.

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

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

In addition, in respect of Class B, C and D Shares where a discretionary management relationship is terminated either by the Investment Manager or the

Shareholder then the Shareholder's holding of Class B, C or D Shares as applicable, will be automatically transferred into Class E Shares without the requirement for the Shareholder's approval.

### 3.12 **Issue of Shares in exchange for in specie assets**

The ACD may arrange for the Company to issue Shares in exchange for assets other than cash, but will only do so where the Depositary has taken reasonable care to determine that the Company's acquisition of those assets in exchange for the Shares concerned is not likely to result in any material prejudice to the interests of Shareholders. Where the ACD considers the deal to be substantial in relation to the total size of the Fund it may require the investor to contribute in specie. The ACD may consider a deal in this context to be substantial if the relevant Shares constitute 5% (or a lesser or higher percentage if considered appropriate) of those in issue in the relevant Fund.

The ACD will ensure that the beneficial interest in the assets is transferred to the Company with effect from the issue of the Shares.

The ACD will not issue Shares in any Fund in exchange for assets the holding of which would be inconsistent with the investment objective or policy of that Fund.

### 3.13 **In specie redemptions**

If a Shareholder requests the redemption of Shares the ACD may, where it considers the deal to be substantial in relation to the total size of the Fund concerned or in some way detrimental to the Fund, arrange, having given prior notice in writing to the Shareholder, that, in place of payment for the Shares in cash, the Company transfers property or, if required by the Shareholder, the net proceeds of sale of the relevant property, to the Shareholder. Before the redemption proceeds of the Shares become payable, the ACD must give written notice to the Shareholder that the relevant property or the proceeds of sale of the relevant property will be transferred to that Shareholder so that the Shareholder can require the net proceeds of redemption rather than the relevant property if he so desires.

For this purpose, the ACD may consider a deal to be substantial if the relevant Shares constitute 5% (or a lesser or higher percentage if considered appropriate) of those in issue in the relevant Fund.

The Depositary must take reasonable care to ensure that the property concerned would not be likely to result in any material prejudice to the interests of Shareholders.

The ACD will select the property to be transferred or sold in consultation with the Depositary.

### 3.14 **Suspension of dealings in the Company or a Fund**

The ACD may, with the prior agreement of the Depositary, and must without delay if the Depositary so requires temporarily suspend the issue, cancellation, sale and redemption of Shares in any or all of the Funds where due to exceptional circumstances it is in the interests of all the Shareholders in the relevant Fund or Funds.

The ACD and the Depositary must ensure that the suspension is only allowed to continue for as long as is justified having regard to the interests of Shareholders.

The ACD or the Depositary (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 Fund is offered for sale.

The ACD will notify Shareholders as soon as is practicable after the commencement of the suspension, including details of the exceptional circumstances which have led to the suspension, in a clear, fair and not misleading way and giving Shareholders details of how to find further information about the suspension.

Where such suspension takes place, the ACD will publish details on its website or other general means, sufficient details to keep Shareholders appropriately informed about the suspension, including, if known, its possible duration.

During the suspension none of the obligations in COLL 6.2 (Dealing) will apply but the ACD will comply with as much of COLL 6.3 (Valuation and Pricing) during the period of suspension as is practicable in light of the suspension.

Suspension will cease as soon as practicable after the exceptional circumstances leading to the suspension have ceased but the ACD and the Depositary will formally review the suspension at least every 28 days and will inform the FCA of the review and any change to the information given to Shareholders.

The ACD may agree during the suspension to deal in Shares in which case all deals accepted during and outstanding prior to the suspension will be undertaken at a price calculated at the first Valuation Point after the restart of dealings in Shares.

### 3.15 **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.

### 3.16 **Client money**

The ACD will use any amount paid to it to buy Shares in accordance with the investor's instructions. In line with the Regulations the ACD will not treat monies received for the issuance of Shares or monies payable to the investor upon redemption as "client money" as long as: (i) in relation to monies for the issuance of Shares, the ACD has paid the subscription monies in exchange for Shares to the Depositary by the close of business on the day following receipt of monies from the investor; or (ii) in relation to proceeds from a redemption, paid the redemption monies to the investor within four Business Days of receipt by the ACD of the fully authorised form of instruction (or other sufficient instruction) and in any event by the close of business on the day following receipt of the monies from the Depositary. In the event that the above time limits are not met by the ACD, the ACD will treat the relevant sum received with respect to subscriptions and redemptions as client money as defined under the FCA Handbook. This means that the money is held in an account separate from the account that the ACD uses to hold its own money.

The ACD utilises the "delivery versus payment" exemption in accordance with the FCA's client money rules, therefore there could potentially be a window of one day when payments from an investor into or from a Fund may not be protected by the client money rules.

Client money, as defined by the FCA, or client money may be held by a third party on behalf of the ACD; however the ACD cannot delegate the fiduciary duty that it owes to the investors.

Any unclaimed client money held for at least six years without movement may be paid away to a registered charity or to court in accordance with the FCA Rules. The ACD will take appropriate steps to contact the investor and return the money, where possible.

The ACD has the right to close the Fund in accordance with the FCA's rules. In this context, the ACD will comply with the FCA's rules in client money discharge of fiduciary duty and allocated but unclaimed client money. These rules apply to both repayment and transfer to a third party.

The ACD has the right to transfer the Fund and/or client money to a third party provider as part of transferring all or part of its business.

In the event of a shortfall, or a third party provider becoming insolvent, applicants and shareholders may be able to seek recovery from the Financial Services Compensation Scheme (FSCS). Details of the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

Interest will not be paid on individual cash balances held in the client money account.

## 4. VALUATION OF THE COMPANY

### 4.1 General

There is only a single price for Shares. The price of a Share is calculated by reference to the Net Asset Value of the Fund to which it relates. The Net Asset Value per Share of a Fund is currently calculated on each Dealing Day at the Valuation Point of the Fund. For details of the Valuation Point of a Fund please see Appendix I.

The ACD may at any time during a business day carry out an additional valuation if it considers it desirable to do so and may use the price obtained at such additional valuation point as the price for the day. The ACD shall inform the Depositary of any decision to carry out any such additional valuation. Valuations may be carried out for effecting a scheme of amalgamation or reconstruction, which do not create a Valuation Point for the purposes of dealing. Where permitted and subject to the Regulations, the ACD may, in certain circumstances (for example where a significant event has occurred since the closure of a market) substitute a price with a more appropriate price which in its opinion reflects a fair and reasonable price for that investment.

The ACD will, upon completion of each valuation, notify the Depositary of the price of Shares, of each Class of each Fund and the amount of any dilution adjustment made in respect of any purchase or redemption of Shares.

A request for dealing in Shares must be received by the Valuation Point on a particular Dealing Day in order to be processed on that Dealing Day. A dealing request received after this time will be held over and processed on the next Dealing Day, using the Net Asset Value per Share calculated as at the Valuation Point on that next Dealing Day.

### 4.2 Calculation of the Net Asset Value

The value of the property of the Company or of a Fund (as the case may be) shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions:

4.2.1 All the Scheme Property (including receivables) is to be included, subject to the following provisions.

4.2.2 Scheme Property which is not cash (or other assets dealt with in paragraphs 4.2.2.6 or 4.2.3 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:

4.2.2.1 units or shares in a collective investment scheme:

- (a) if a single price for buying and redeeming units or shares is quoted, at that price; or
- (b) if separate buying and selling 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 selling price has been increased by any exit or selling charge attributable thereto; or
- (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the units or shares, at a value which, in the opinion of the ACD, is fair and reasonable;

4.2.2.2 exchange-traded derivative contracts:

- (a) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
- (b) if separate buying and selling prices are quoted, at the average of the two prices;

4.2.2.3 over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;

4.2.2.4 Any other investment:

- (a) if a single price for buying and redeeming the security is quoted, at that price; or
- (b) if separate buying and redemption prices are quoted, at the average of the two prices; or
- (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the security, at a value which in the opinion of the ACD, is fair and reasonable;

- 4.2.2.5 Scheme Property other than that described in paragraphs 4.2.2.1, 4.2.2.2, 4.2.2.3 and 4.2.2.4, above, at a value which, in the opinion of the ACD, is fair and reasonable;
- 4.2.2.6 cash and amounts held in current and deposit accounts and in other time related deposits shall be valued at their nominal values.
- 4.2.3 In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received and all consequential action required by the Regulations or the Instrument of Incorporation shall be assumed (unless the contrary has been shown) to have been taken.
- 4.2.4 Subject to paragraphs 4.2.5 and 4.2.6 below, agreements for the unconditional sale or purchase of Scheme 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 ACD, their omission will not materially affect the final Net asset amount.
- 4.2.5 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 4.2.4.
- 4.2.6 All agreements are to be included under paragraph 4.2.4 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the ACD's employment take all reasonable steps to inform it immediately of the making of any agreement.
- 4.2.7 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, VAT, stamp duty, SDRT and any foreign taxes or duties will be deducted.
- 4.2.8 An estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the Scheme Property; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) including (as applicable and without limitation) capital gains tax, income tax, corporation tax, VAT, stamp duty, SDRT and any foreign taxes or duties will be deducted.

- 4.2.9 The principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings will be deducted.
- 4.2.10 An estimated amount for accrued claims for tax of whatever nature which may be recoverable will be added.
- 4.2.11 Any other credits or amounts due to be paid into the Scheme Property will be added.
- 4.2.12 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 Shareholders or potential Shareholders.
- 4.2.13 A sum representing any interest or any income accrued due or deemed to have accrued but not received will be added.

#### 4.3 **Price per Share in each Fund and each Class**

The price per Share at which Shares are bought or are redeemed is the Net Asset Value per Share. There will be a single price per Share. Any initial charge, or redemption charge is payable in addition to the price or deducted from the proceeds and is taken from the gross subscription or redemption monies.

Each allocation of income made in respect of any Fund at a time when more than one Class is in issue in respect of that Fund shall be done by reference to the relevant Shareholder's proportionate interest in the income property of the Fund in question calculated in accordance with the Instrument of Incorporation.

#### 4.4 **Fair Value Pricing**

4.4.1 Where the ACD has reasonable grounds to believe that:

4.4.1.1 no reliable price exists for a security (including a unit/share in a collective investment scheme) at a Valuation Point; or

4.4.1.2 the most recent price available does not reflect the ACD's best estimate of the value of the security (including a 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).

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

- 4.4.2.1 no recent trade in the security concerned; or
  - 4.4.2.2 suspension of dealings in an underlying collective investment scheme; or
  - 4.4.2.3 the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.
- 4.4.3 In determining whether to use such a fair value price, the ACD will include in their consideration but need not be limited to:
- 4.4.3.1 the type of authorised fund concerned;
  - 4.4.3.2 the securities involved;
  - 4.4.3.3 whether the underlying collective investment schemes may already have applied fair value pricing;
  - 4.4.3.4 the basis and reliability of the alternative price used; and
  - 4.4.3.5 the ACD's policy on the valuation of Scheme Property as disclosed in this Prospectus.

#### 4.5 **Pricing basis**

The ACD 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 ACD.

#### 4.6 **Publication of Prices**

The prices of all Share Classes are available at [www.fundlistings.com](http://www.fundlistings.com). The prices of Shares may also be obtained by calling 0330 123 3720 during the ACD's normal business hours.

As the ACD deals on a forward pricing basis, the price that appears in these sources will not necessarily be the same as the one at which investors can currently deal. The ACD may also, at its sole discretion, decide to publish certain Share prices on third party websites or in publications but the ACD does not accept responsibility for the accuracy of the prices published in, or for the non-publication of prices by, these sources for reasons beyond the control of the ACD.

## 5. **RISK FACTORS**

Potential investors should consider the below risk factors before investing in the Company (or, in the case of specific risks applying to specific Funds, in those Funds). This list must not be taken to be comprehensive as there may be new risks that arise in the future which could not have been anticipated in advance. Also, the risk factors listed will apply to different Funds to different degrees, and for a given Fund this degree could increase or reduce through time.

### 5.1 **Market risk**

The investments of the Company 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 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 Company. There is no certainty that the investment objective of any Fund will actually be achieved and no warranty or representation is given to this effect. Past performance is no guide to the future.

### 5.2 **Effect of initial charge or redemption charge**

Where an initial charge or redemption charge is imposed, an investor who realises his Shares after a short period may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

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 Shares. If the market value of the Shares has increased the redemption charge will show a corresponding increase.

The Shares therefore should be viewed as medium to long term investments.

### 5.3 **Dilution adjustment**

Investors should note that in certain circumstances a dilution adjustment may be applied to the price payable on the purchase or redemption of their Shares (see "Dilution Adjustment" at paragraph 3.4.4). Where dilution adjustment is not applied the Fund in question may incur dilution which may constrain capital growth.

### 5.4 **Charges to capital**

Where the investment objective of a Fund is to treat the generation of income as a higher priority than capital growth, or the generation of income and capital growth have equal priority, all or part of the ACD's fee and other expenses may be charged against capital instead of against income. This treatment of the ACD's fee and other expenses will increase the amount of income (which may be taxable) available for

distribution to Shareholders in the Fund concerned but may constrain capital growth. Currently none of the Funds charge the ACD fee and other expenses against capital but deduct from income instead.

#### 5.5 **Suspension of dealings in Shares**

Investors are reminded that in certain circumstances their right to redeem Shares (including a redemption by way of Switching) may be suspended (see "Suspension of dealings in the Company" or a Fund at Paragraph 3.10).

#### 5.6 **Pricing and liquidity**

Where a Fund has exposure to alternative asset classes there is a risk that the price at which an asset is valued may not be realisable in the event of sale. This could be due to a mis-estimation of the asset's value or due to a lack of liquidity in the relevant security or market. As a result, at times, the ACD may have to delay acting on instructions to sell investments, and the proceeds on redemption may be less than the value implied by the Fund's price.

#### 5.7 **Currency exchange rates**

Currency fluctuations may adversely affect the value of a Fund's investments and, depending on an investor's currency of reference, currency fluctuations may adversely affect the value of his investment in Shares.

#### 5.8 **Non-UCITS Retail Schemes (NURS)**

The Company and the Funds are classed as NURS for the purposes of the rules in the FCA Handbook. Such funds can have wider investment and borrowing powers than UCITS schemes with higher investment limits in various areas. They can also invest to a greater extent in areas such as property and unregulated schemes and have the option to borrow on a permanent basis. Such additional powers can increase potential reward, but may also increase risk.

#### 5.9 **Emerging markets**

Investments in emerging markets may be more volatile than investments in more developed markets. Some of these markets may have relatively unstable governments, economies based on only a few industries and securities markets that trade only a limited number of securities. Many emerging markets do not have well developed regulatory systems and disclosure standards may be less stringent than those of developed markets.

The risks of expropriation, nationalisation and social, political and economic instability are greater in emerging markets than in more developed markets.

The following is a brief summary of some of the more common risks associated with emerging markets investment:

**Fraudulent securities** – Given the lack of a regulatory structure it is possible that securities in which investments are made may be found to be fraudulent. As a result, it is possible that loss may be suffered.

**Lack of liquidity** – The accumulation and disposal of holdings may be more expensive, time consuming and generally more difficult than in more developed markets. Also, due to the lack of liquidity, volatility may be higher. Many emerging markets are small, have low trading volumes, low liquidity and significant price volatility.

**Currency fluctuations** – Significant changes in the currencies of the countries in which investments are made in respect of the currency of denomination of the relevant Fund may occur following the investment of the Company in these currencies. These changes may impact the total return of the Fund to a significant degree. In respect of currencies of certain emerging countries, it is not possible to undertake currency hedging techniques.

**Settlement and custody risks** – Settlement and custody systems in emerging markets are not as well developed as those in developed markets. Standards may not be as high and supervisory and regulatory authorities not as sophisticated. As a result there may be risks that settlement may be delayed and that cash or securities could be disadvantaged.

**Investment and remittance restrictions** – In some cases, emerging markets may restrict the access of foreign investors to securities. As a result, certain equity securities may not always be available to a Fund because the maximum permitted number of or investment by foreign Shareholders has been reached. In addition, the outward remittance by foreign investors of their share of Net profits, capital and dividends may be restricted or require governmental approval. The Company will only invest in markets in which it believes these restrictions to be acceptable. However, there can be no guarantee that additional restrictions will not be imposed.

**Accounting** – Accounting, auditing and financial reporting standards, practices and disclosure requirements applicable to companies in emerging markets differ from those applicable in more developed markets in respect of the nature, quality and timeliness of the information disclosed to investors and, accordingly, investment possibilities may be difficult to properly assess.

#### 5.10 **Smaller companies**

Funds investing in smaller companies invest in transferable securities which may be less liquid than the securities of larger companies, as a result of inadequate trading

volume or restrictions on trading. Securities in smaller companies may possess greater potential for capital appreciation, but also involve risks, such as limited product lines, markets and financial or managerial resources and trading in such securities may be subject to more abrupt price movements than trading in the securities of larger companies.

#### 5.11 **Sub investment grade bonds**

The Funds may hold sub-investment grade bonds. Such bonds have a lower credit rating than investment grade bonds and carry a higher degree of risk.

#### 5.12 **Overseas bonds and currencies**

From time to time, a Fund may invest in overseas bonds and currencies. These markets may respond to different influences to those that affect the underlying funds and accordingly carry a higher degree of risk.

#### 5.13 **Performance risk**

There will be a variation in performance between Funds with similar objectives due to the different assets selected and different levels of Gross exposure held by a particular Fund. The degree of investment risk depends on the risk profile of the Fund chosen.

#### 5.14 **Inflation Risk**

Inflation will, over time, reduce the value of your investments in real terms.

#### 5.15 **Tax risk**

**The rates of, and any relief from, taxation may change over time. Tax information is set out later in this document. If you have any doubts about your tax position, you should seek professional advice.**

#### 5.16 **Derivatives and volatility**

**Derivative instruments may be used in the Funds for the purposes of Efficient Portfolio Management (EPM). The use of derivatives for EPM should not lead to an increase in the risk profile of a Fund.**

#### 5.17 **Efficient Portfolio Management**

The Funds may make use of efficient portfolio management ("EPM") techniques to reduce risk and/or costs in the Funds and to produce additional capital or income in the Funds. Techniques used by the Funds may include using derivatives for hedging, borrowing, holding cash and stock lending. Further details on all of these

techniques can be found in Appendix III (Investment and Borrowing Powers of the Company).

It is not intended that using derivatives for efficient portfolio management will increase the volatility of the Funds and indeed EPM is intended to reduce volatility. In adverse situations, however, a Fund's use of derivatives may become ineffective in hedging or EPM and a Fund may suffer significant loss as a result. A Fund's ability to use EPM strategies may be limited by market conditions, regulatory limits and tax considerations.

Any income or capital generated by efficient portfolio management techniques will be paid to the Funds net of direct or indirect operational cost.

Use of one or more separate counterparties will be made to undertake derivative transactions on behalf of the Funds and the Funds may be required to pledge or transfer collateral paid from within the assets of the relevant Fund to secure such contracts. Collateral is also posted in relation to stock lending.

There may be a risk that a counterparty will wholly or partially fail to honour their contractual arrangements under the arrangement with regards to the return of collateral and any other payments due to the relevant Funds. The ACD or the Investment Manager measures the creditworthiness of counterparties as part of the risk management process. The counterparties of these transactions will be highly rated financial institutions specialising in these types of transactions and approved by the Investment Manager.

The stock lending documentation provides for compensation to be paid to the ACD in certain circumstances where the counterparty has failed to satisfy its liabilities under the contract. This compensation does, however, have some limitations and will not operate in all circumstances or where the counterparty is insolvent.

A counterparty may be an associate of the ACD or the Investment Manager which may give rise to a conflict of interest. For further details on the ACD's conflicts of interest policy please contact the ACD.

## 5.18 **Investing in other collective investment schemes**

**The primary aim of certain of the Funds is to invest in units in other collective investment schemes and therefore a substantial proportion of those Funds' assets will be invested in other collective investment schemes.** Each Fund may invest in other regulated collective investment schemes. As an investor of another collective investment scheme, a Fund will bear, along with the other investors, its portion of the expenses of the other collective investment scheme, including management, performance and/or other fees. These fees will be

in addition to the management fees and other expenses which a Fund bears directly with its own operations.

A Fund may invest in collective investment schemes managed by either the Investment Manager or one of its associates. In such cases, to avoid a double charge, the Investment Manager or its associate, at its discretion, may waive any initial charge and rebate an amount equal to up to 100% of any annual management charge payable by the Fund.

If a Fund is invested in other collective investment schemes managed or operated by (or, in the case of an ICVC, whose authorised corporate director is) the ACD, or an associate of the ACD then there will not be a charge in respect of the second scheme where such charges are levied for the issue and redemption of shares.

#### 5.19 **Unregulated Collective Investment Schemes**

A Fund may invest, in total no more than 20% of the Scheme Property, in unregulated collective investment schemes which are generally considered to be a higher risk than investment in regulated schemes. An unregulated collective investment scheme is unlikely to be subject to regulations which govern how they are managed. For example, they can utilise higher risk investment techniques, they may borrow to invest, they can suspend calculation of Net asset value preventing redemption or otherwise limit redemption, they may not adhere to internationally recognised accounting standards and functions such as pricing and custody may not be subject to any rules.

A Fund may also invest in unregulated collective investment schemes which are valued less frequently than the investing Fund. As a result, there is a risk that any market movements will not be reflected in the daily price of the Fund and that investors may miss out on unrealised profits from underlying investments.

#### 5.20 **Exchange Traded Funds (“ETFs”)**

The Funds may invest in Exchange Traded Funds. Exchange Traded Funds represent a basket of securities that are traded on an exchange and may not necessarily trade at the Net asset value of their underlying holdings. As a result, they may trade at a price that is above or below the value of the underlying portfolio.

#### 5.21 **Investment in warrants**

It is possible that more than 5% of the Scheme Property of a Fund may be invested in warrants, in which case, the Net Asset Value of that Fund may, at times, be highly volatile.

#### 5.22 **Regular Savings Plan**

If a Shareholder is making regular monthly investments in a Fund with a view to saving for a specific objective, they should regularly review whether these savings will be sufficient to achieve their objective. Shareholders may not achieve their objective if they do not continue to invest regularly with a sufficient amount or if the investment does not appreciate sufficiently.

### 5.23 **Cancellation Rights**

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

### 5.24 **Leverage**

Leverage of the Company's assets is limited to the permanent borrowing referred to in section 24 (Borrowing powers and Leverage) of Appendix III (Investment and Borrowing Powers of the Company).

## 6. **MANAGEMENT AND ADMINISTRATION**

### 6.1 **Regulatory Status**

The ACD, the Depositary, the Custodian, the Investment Manager and the Administrator are authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN.

### 6.2 **Authorised Corporate Director**

#### 6.2.1 **General**

FundRock Partners Limited, whose registered and head office is at Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH is the ACD of the Company. It is the only Director of the Company. It is authorised and regulated by the FCA. The ACD is a private company limited by shares incorporated in England and Wales on 19 February 2001. The Directors of the ACD are:-

Paul Spendiff  
Xavier Parain  
Victor Ondoro  
Serge Ragozin

No director is engaged in any significant business activity not connected with the business of the ACD or other FundRock Partners associates.

The Company has no other directors.

**Registered Office  
and Head Office:**

Second Floor (East), 52-54  
Gracechurch Street, London,  
EC3V 0EH.

**Share Capital:**

An issued share capital of  
£4,815,135 represented by  
4,815,135 ordinary share of 100  
pence fully paid.

**Ultimate Holding  
Company:**

Fundrock Holding S.A. is the  
ultimate holding company of the  
ACD.

The ACD is responsible for managing and administering the Company's affairs in compliance with the COLL Sourcebook. The ACD may delegate its management and administration functions, but not responsibility, to third parties, including associates subject to the rules in the COLL Sourcebook and the FUND Sourcebook.

It has therefore delegated to the Investment Manager the function of managing and acting as the investment adviser for the investment and reinvestment of the assets of the Funds (as further explained in paragraph 6.4 below). It has also delegated to the Administrator and the Registrar certain functions relating to administration and the Company's register (as further explained in paragraphs 6.6 and 6.7 below). The ACD has delegated various operational and fund accounting functions to Societe Generale S.A, London Branch.

**6.2.2 Terms of Appointment**

The appointment of the ACD has been made under an agreement dated 2<sup>nd</sup> March 2009 between the Company and the ACD, as amended from time to time, (the "ACD Agreement").

Pursuant to the ACD Agreement, the ACD manages and administers the affairs of the Company in accordance with the Regulations, the Instrument of Incorporation and this Prospectus. The ACD Agreement incorporates detailed provisions relating to the ACD's responsibilities. It also excludes the ACD from liability to the Company or any Shareholder for any error of judgment or loss suffered in connection with the subject matter of the ACD Agreement, unless arising as a direct consequence of recklessness, fraud, bad faith, wilful default or negligence in the performance or non-performance of its obligations and functions under the ACD Agreement. Any liability for defaults of a person to whom it has delegated certain functions is also limited to the extent permitted by the Regulations.

The Company has agreed to indemnify the ACD to the extent permitted by the COLL Sourcebook (for itself and its delegates) against claims and expenses that arise in respect of their duties, except where there is fault on its or their part of the kind referred to above.

In accordance with the Regulations, the ACD has in place a number of policies which set out how it operates and manages the Funds in a number of key areas. The ACD's (and the Investment Manager's) voting policy (which sets out how and when voting rights attached to the Funds' investments are to be exercised) and Level One Disclosure policy (which outlines our policies and procedures relating to our broker relationships and commission arrangements) are available on the following website: [www.fundrock.com](http://www.fundrock.com). Further information on how the ACD's policies are reviewed are also available on request.

The Investment Manager's Best Execution policy (which sets out how the Investment Manager complies with these rules) can be obtained by contacting the Investment Manager.

Note that investors in the Funds may request from the ACD information about entities where trade orders are transmitted or placed for execution.

Details of the fees payable to the ACD are set out in the paragraph headed "Charges payable to the ACD" below.

The ACD may carry out or arrange for the carrying out of stock lending transactions in respect of the Funds. The ACD reserves the right to receive a fee in relation to stock lending, subject to giving Shareholders 60 days' written notice of the details of such fees.

The ACD Agreement is for an initial period of five years, and will continue after then unless and until terminated by resolution of the Company in general meeting on not less than 12 months' prior notice to the ACD, or earlier on certain types of breaches or the insolvency of a party.

The Company has no directors other than the ACD. The ACD is the authorised corporate director of certain open-ended investment companies and authorised fund manager of certain authorised unit trusts details of which are set out in Appendix IV.

## **6.3 The Depositary**

### **6.3.1 General**

The Depositary of the Company is Societe Generale S.A, London Branch. Societe Generale S.A is a company incorporated in France whose

headquarters are 29 Boulevard Haussman, 75009, Paris, France. The principal business activity of the Depositary is the provision of financial services including trustee and depositary services. The Depositary is authorised by the PRA and regulated by the FCA. The address which should be used for correspondence is SG House, 41 Tower Hill, London EC3N 4SG.

The principal business activity of the Depositary is acting as a trustee and depositary of collective investment schemes. The Depositary is authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

The Depositary is responsible for the safekeeping of all the Scheme Property (other than tangible moveable property) of the Company and has a duty to take reasonable care to ensure that the Company is managed in accordance with the Instrument of Incorporation and the provisions of the COLL Sourcebook and the FUND Sourcebook relating to the pricing of, and dealing in, Shares and relating to the income and the investment and borrowing powers of the Funds. The Depositary is also responsible for monitoring the cash flows of the Funds, and must ensure that certain processes carried out by the ACD are performed in accordance with the FCA Handbook, this Prospectus and the Instrument of Incorporation.

### 6.3.2 **Terms of Appointment**

The appointment of the Depositary has been made under a written agreement (amended from time to time), between the Company, the ACD and the Depositary, which has an effective date of 29 July 2017 (the "**Depositary Agreement**").

Subject to the COLL Sourcebook, the Depositary has full power under the Depositary Agreement to delegate (and authorise its delegate to sub-delegate) all or any part of its duties as depositary. The Depositary also acts as custodian of the Company.

The Depositary's Agreement may be terminated by not less than six months' written notice provided that no such notice shall take effect until the appointment of a successor to the Depositary.

To the extent permitted by the FCA Handbook, the Company will indemnify the Depositary (or its associates) against costs, charges, losses and liabilities incurred by it (or its associates) in the proper execution, or in the purported proper execution, or exercise (reasonably and in good faith) of the Depositary's duties, powers, authorities and discretions,

except in the case of any liability for a failure to exercise due care and diligence in the discharge of its functions.

The Depositary is entitled to receive remuneration out of the property of the Funds for its services, as explained in paragraphs 7.4 and 7.5 below. The Depositary (or its associates or any affected person) is under no obligation to account to the ACD, the Company or the Shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with the dealings in Shares of the Company, any transaction in Scheme Property or the supply of services to the Company.

### 6.3.3 **Delegation**

The Depositary has full power to delegate the whole or any part of its safe-keeping functions but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. The Depositary's liability shall not be affected by any delegation of its safe-keeping functions under the Depositary Agreement.

### 6.3.4 **Conflicts of Interest**

The Depositary is part of an international group of companies and businesses that, in the ordinary course of their business, act simultaneously for a large number of clients, as well as for their own account, which may result in actual or potential conflicts. Conflicts of interest arise where the Depositary or its affiliates engage in activities under the depositary agreement or under separate contractual or other arrangements. Such activities may include:

- (i) providing nominee, administration, registrar and transfer agency, research, agent securities lending, investment management, financial advice and/or other advisory services to the Fund;
- (ii) engaging in banking, sales and trading transactions including foreign exchange, derivative, principal lending, broking, market making or other financial transactions with the Fund either as principal and in the interests of itself, or for other clients.

In connection with the above activities the Depositary or its affiliates:

- (i) will seek to profit from such activities and are entitled to receive and retain any profits or compensation in any form and are not bound to disclose to, the Fund, the nature or amount of any such profits or compensation including any fee, charge, commission, revenue share, spread, mark-up, mark-down, interest, rebate, discount, or other benefit received in connection with any such activities;

(ii) may buy, sell, issue, deal with or hold, securities or other financial products or instruments as principal acting in its own interests, the interests of its affiliates or for its other clients;

(iii) may trade in the same or opposite direction to the transactions undertaken, including based upon information in its possession that is not available to the Fund;

(iv) may provide the same or similar services to other clients including competitors of the Fund;

(v) may be granted creditors' rights by the Fund which it may exercise.

The Fund may use an affiliate of the Depositary to execute foreign exchange, spot or swap transactions for the account of the Fund. In such instances the affiliate shall be acting in a principal capacity and not as a broker, agent or fiduciary of the Fund. The affiliate will seek to profit from these transactions and is entitled to retain and not disclose any profit to the Fund. The affiliate shall enter into such transactions on the terms and conditions agreed with the Fund.

Where cash belonging to the Fund is deposited with an affiliate being a bank, a potential conflict arises in relation to the interest (if any) which the affiliate may pay or charge to such account and the fees or other benefits which it may derive from holding such cash as banker and not as trustee.

The ACD may also be a client or counterparty of the Depositary or its affiliates.

The Depositary may act as the depositary of other open-ended investment companies and as trustee or custodian of other collective investment schemes.

Up-to-date information on the Depositary, its duties, any conflicts that may arise, the safe-keeping functions delegated by the depositary, the list of delegates and sub-delegates and any conflicts of interest that may arise from such a delegation will be made available to Shareholders on request.

## 6.4 **The Investment Manager**

### 6.4.1 **General**

The ACD has appointed Mattioli Woods Plc (the "Investment Manager") as the investment adviser to the ACD in relation to the Fund. The

Investment Manager is authorised and regulated by the FCA. The Investment Manager's principal activity is the provision of investment management services.

#### 6.4.2 **Terms of Appointment:**

Under the terms of an agreement dated 1<sup>st</sup> January 2015 between the Investment Manager and the ACD (the "Investment Management Agreement"), the Investment Manager has the authority of the ACD to make decisions on behalf of the ACD in respect of the investments of the Fund, subject always to the provisions of the Instrument, the Prospectus, the Regulations, and the investment objectives and policies of the Fund. The Investment Manager is also authorised to deal on behalf of the Fund. Subject to instances where the Investment Management Agreement may be terminated with immediate effect in the interests of the Shareholders, the Investment Management Agreement may be terminated by either party giving the other at least 6 months' written notice.

Under the terms of the Investment Management Agreement, the Investment Manager may delegate to any person the performance of its duties and services required to be performed by it under the Investment Management Agreement.

#### 6.5 **The Administrator**

On behalf of the Company the ACD has appointed the Administrator, DST Financial Services Europe Limited, to provide certain administration services. The Administrator's registered office is DST House, St Nicholas Lane, Basildon, Essex SS15 5FS.

#### 6.6 **The Registrar**

##### 6.6.1 **General**

On behalf of the Company the ACD has also appointed DST Financial Services Europe Limited to act as registrar to the Company.

The registered office of the Registrar is Cedar House, DST House, St Nicholas Lane, Basildon, Essex SS15 5FS.

##### 6.6.2 **Register of Shareholders**

The Register of Shareholders will be maintained by the Registrar at the address of its registered office as noted above, and may be inspected at

that address during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

#### **6.7 The Auditors**

The auditors of the Company are Deloitte LLP, whose address is Saltire Court, 20 Castle Terrace, Edinburgh EH1 2DB.

#### **6.8 Conflicts of Interest**

The ACD, other companies within the ACD's group of companies and the Investment Manager may, from time to time, act as managers or investment advisers to other funds or sub-funds which follow similar investment objectives to those of the Funds. It is therefore possible that the ACD and/or Investment Manager may in the course of their business have potential conflicts of interest with the Company or a particular Fund. The ACD and/or Investment Manager will, however, have regard in such event to the ACD's obligations under the ACD Agreement and Investment Management Agreement (respectively) and, in particular, to its obligation to act in the best interests of the Company 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 Depositary may act as the depositary of other open-ended investment companies and as trustee or custodian of other collective investment schemes.

The Investment Manager may manage other accounts/portfolios with similar investment objectives to the Funds.

## 7. FEES AND EXPENSES

### 7.1 General

The fees, costs and expenses relating to the authorisation and incorporation and establishment of the Company, the offer of Shares, the preparation and printing of this Prospectus and the fees of the professional advisers to the Company in connection with the offer will be borne by the Company.

Each Fund formed after this Prospectus is superseded may bear its own direct establishment costs.

The Company may pay out of the property of the Company any liabilities arising on the unitisation, amalgamation or reconstruction of the Company or of any Fund.

All fees, costs, charges or expenses payable by a Shareholder or out of the property of the Company or each Fund (as the case may be) are set out in this section 7. The Company or each Fund (as the case may be) may, so far as the COLL Sourcebook allows, also pay out of the property of the Company or each Fund (as the case may be) all relevant fees, costs, charges and expenses incurred by the Company or each Fund (as the case may be), which will include the following:

- 7.1.1 the charges and expenses payable to the ACD (which currently include the fees and expenses payable to the Depositary, Investment Manager, Administrator, Registrar and Fund Accountant);
- 7.1.2 fees and expenses in respect of establishing and maintaining the Register of Shareholders (and any plan sub-register) and related functions\*;
- 7.1.3 transaction costs (including, without limitation, fees and/or expenses incurred in acquiring, registering and disposing of investments);
- 7.1.4 expenses incurred in producing, distributing and dispatching income and other payments to Shareholders;
- 7.1.5 fees in respect of the publication and circulation of details of the Net Asset Value and prices;
- 7.1.6 the fees and expenses of the auditors and tax, legal and other professional advisers of the Company;
- 7.1.7 the costs of convening and holding Shareholder meetings (including meetings of Shareholders in any particular Fund, or any particular Class within a Fund);

- 7.1.8 costs incurred in taking out and maintaining any insurance policy in relation to the Company and/or its Directors;
- 7.1.9 expenses incurred in company secretarial duties, including the cost of minute books and other documentation required to be maintained by the Company;
- 7.1.10 payments, costs or any other administrative expenses in relation to the preparation of and dissemination of literature required or necessary for the purpose of complying with the Regulations or any other applicable law or regulation (excluding the cost of disseminating the Simplified Prospectus or equivalent successor documentation);
- 7.1.11 tax and duties payable by the Company;
- 7.1.12 interest on and charges incurred in borrowings;
- 7.1.13 any amount payable by the Company under any indemnity provisions contained in the Instrument of Incorporation or any agreement with any functionary of the Company;
- 7.1.14 fees of the FCA under 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 Shares are or may lawfully be marketed;
- 7.1.15 any payments otherwise due by virtue of changes to the Regulations;
- 7.1.16 costs (apart from promotional payments) in respect of communications with investors;
- 7.1.17 fees of any paying, representative or other agents of the Company or the ACD;
- 7.1.18 any costs in modifying the ACD Agreement and any other relevant document required under the Regulations;
- 7.1.19 the fees of any stock lending agent and the fees of the ACD for arranging any stock lending, subject to giving Shareholders 60 days' prior written notice of the details of these fees; and

VAT may be payable on these charges.

It is not currently proposed to seek a listing for the Shares on any stock exchange, but if a listing is sought in the future the fees connected with the listing will be payable by the Company.

Expenses are allocated between capital and income in accordance with the COLL Sourcebook.

## 7.2 **Costs relating to EPM**

Certain direct and indirect operational costs and/or fees may arise from time to time as a result of Efficient Portfolio Management techniques being used for the benefit of the Company and/or the Funds. These costs and/or fees are regarded as transaction costs and, therefore, would fall within 7.1.3 above. Further details on the payment of costs and/or fees relating to Efficient Portfolio Management techniques will be set out in the Annual Report.

## 7.3 **Charges payable to the ACD**

In payment for carrying out its duties and responsibilities the ACD is entitled to take an annual management charge out of each Fund. The annual management charge is calculated and accrued on a daily basis by reference to the Net Asset Value of the Fund on the previous Dealing Day and the amount due for each month is payable in respect of each calendar month as soon as practicable after the month end. The current management charge for each Fund (expressed as a percentage per annum of the Net Asset Value of each Fund) is set out in Appendix I. The ACD may rebate part or all of its annual management charge if it so chooses.

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

VAT may be payable on these charges.

Where the investment objective of a Fund is to treat the generation of income as a higher priority than capital growth, or the generation of income and capital growth have equal priority, all or part of the ACD's fees may be charged against capital instead of against income as set out in Appendix I. This will only be done with the approval of the Depositary. This treatment of the ACD's fee will increase the amount of income (which may be taxable) available for distribution to Shareholders in the Fund concerned, but may constrain capital growth.

If a Class's expenses in any period exceed its income the ACD may take that excess from the capital property attributable to that Class.

## 7.4 **Increase in the charges payable to the ACD**

Any increase of the annual management charge by the ACD will be carried out in accordance with the Regulations.

## 7.5 **Depositary's fees and expenses\***

The Depositary is entitled to receive out of the property of each Fund by way of remuneration, a periodic charge which will accrue and be calculated daily and will be payable monthly in respect of each calendar month as soon as practicable after the month end. The rate or rates and/or amounts of the Depositary's periodic charge in respect of each Fund shall be agreed between the ACD and the Depositary from time to time.

The Depositary's periodic charge is currently calculated on the value of each of the Funds on the following basis:

0.025% per annum on the first £100 million;

0.02% per annum on the next £100 million;

0.017% per annum on the next £800 million; and

0.01% per annum on any excess.

Subject to a minimum annual relationship charge equivalent to £18,000 per Fund.

The Depositary's fee is calculated daily on the Net Asset Value of each Fund on the previous business day. The valuation used for each day which is not a business day will be the value calculated on the previous business day. In addition Value Added Tax on the amount of the periodic charge will be paid out of each Fund.

In the event of the termination of a Fund, the Depositary shall continue to be entitled to a periodic charge in respect of that Fund for the period up to and including the day on which the final distribution in the termination of the Fund shall be made or, in the case of a termination following the passing of an extraordinary resolution approving the scheme of arrangement, up to and including the final day on which the Depositary is responsible for the safekeeping of the Scheme Property of the Fund. Such periodic charge will be calculated, be subject to the terms and accrue and be paid as described above, except that for the purpose of calculating the periodic charge in respect of any day falling after the day on which the termination day of the Fund commences, the value of the Scheme Property of the Fund shall be the Net Asset Value determined at the beginning of each such day.

The Depositary Agreement between the Company and the Depositary provides that the Depositary may also be paid by way of remuneration, out of the property of the Company, custody fees and other transaction and bank charges. At present the Depositary delegates the function of custody of the Scheme Property to the Custodian.

The remuneration for acting as custodian is calculated at such rate, rates and/or amounts as may be agreed from time to time. The current remuneration ranges

from between 0.005% per annum to 0.7% per annum of the value of the property of each Fund, plus VAT (if any) represented by the Net Asset Value of the Fund calculated on the last business day of each month. The valuation used for each day which is not a business day will be the value calculated on the previous business day. The current range of transaction charges is between £4 and £200 per transaction plus VAT (if any). Custody and transaction charges will be payable monthly out of the property of each Fund in arrears.

In addition to the remuneration referred to above, the Depositary is entitled to receive reimbursement for expenses properly incurred by it in discharge of its duties or exercising any powers conferred upon it in relation to the Company and each Fund. Such expenses include, but are not restricted to:

- 7.5.1 charges and expenses payable to the Custodian or to any person (whether or not an associate of the Depositary) to whom any function of custody or control in relation to Scheme Property is delegated or whose services are retained to assist in the performance of any such function;
- 7.5.2 all charges imposed by, and any expenses of, any agents appointed by the Depositary to assist in the discharge of its duties;
- 7.5.3 all charges and expenses incurred in connection with the collection and distribution of income;
- 7.5.4 all charges and expenses incurred in relation to the preparation of the Depositary's annual report to Shareholders;
- 7.5.5 all charges and expenses incurred in relation to stock lending or other transactions;
- 7.5.6 fees and expenses payable to any professional advisors advising or assisting the Depositary.

VAT (if any) in connection with any of the above is payable in addition.

On a winding up of the Company, termination of a Fund or the redemption of all outstanding Shares of a Class the Depositary is entitled to its pro rata fees and expenses to the date of such winding up, termination or redemption and any additional expenses necessarily realised in settling or receiving any outstanding obligations.

## 7.6 **Fund Accountant's fee\***

The Fund Accountant's fee is payable out of the property of each Fund for the provision of accounting services to the Funds. The fee will accrue and be calculated

daily and will be payable monthly in respect of each calendar month as soon as practicable after the month end.

The Fund Accountant's fee is currently calculated on the value of each of the Funds individually on the following basis:

0.025% per annum on the 1<sup>st</sup> £100,000,000;

0.015% per annum on the next £500,000,000; and

0.005% per annum on any excess.

The above fees cover two Share Classes per Fund and are subject to a minimum annual relationship charge equivalent to £22,000 per Fund.

The fee is calculated daily on the Net Asset Value of each Fund on the previous business day. The valuation used for each day which is not a business day will be the value calculated on the previous business day. If applicable VAT may be payable on these charges.

#### 7.7 **Administrator's fees (including Registrar fees)\***

The Administrator is entitled to receive out of the property of the each Fund, by way of remuneration for its services, the fees set out below (plus any VAT thereon).

Fee Type	Rate
Registrar's fee - Per shareholder on the register	£12.92 per annum
Fixed annual fee per Fund	£3,188.44 per annum
Standard Deal Fee – Per manual investor trade	£13.92 per deal
Electronic Deal Fee – Per electronic STP investor trade	£8.71 per deal

The tariff is subject to a statutory increase each calendar year in line with RPI.

The Registrar's fee is included in the Administrator's fees outlined above.

## 7.8 **Allocation of fees and expenses between Funds**

All the above fees, duties and charges (other than those borne by the ACD) will be charged to the Fund in respect of which they were incurred. Where an expense is not considered to be attributable to any one Fund, the expense will normally be allocated to all Funds pro rata to the value of the Net Asset Value of the Funds, although the ACD has discretion to allocate these fees and expenses in a manner which it considers fair to Shareholders generally.

**\*Currently these fees are paid by the ACD from the ACD fee (7.1.1) however the ACD has discretion to vary this practice at any time upon giving Shareholders 60 days' notice in line with the Regulations.**

## 8. **SHAREHOLDER MEETINGS AND VOTING RIGHTS**

### 8.1 **Class and Fund Meetings**

The Company has dispensed with the need to hold Annual General Meetings. A copy of the ACD Agreement will be provided to a Shareholder on request.

The provisions below, unless the context otherwise requires, apply to Class meetings and meetings of Funds as they apply to general meetings of the Company, but by reference to Shares of the Class or Fund concerned and the Shareholders and value and prices of such Shares.

### 8.2 **Requisitions of Meetings**

The ACD may requisition a general meeting at any time.

Shareholders may also requisition a general meeting of the Company. A requisition by Shareholders must state the objects of the meeting, be dated, be signed by Shareholders who, at the date of the requisition, are registered as holding not less than one tenth in value of all Shares then in issue and the requisition must be deposited at the head office of the Company. The ACD must convene a general meeting no later than eight weeks after receipt of such requisition.

### 8.3 **Notice and Quorum**

Shareholders will receive at least 14 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 Shareholders, present in person or by proxy. The quorum for an adjourned meeting is one person entitled to be counted in a quorum. Notices of meetings and adjourned meetings will be sent to Shareholders at their registered addresses.

### 8.4 **Voting Rights**

At a general meeting, on a show of hands every Shareholder 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.

On a poll vote, a Shareholder may vote either in person or by proxy. The voting rights attaching to each Share are such proportion of the voting rights attached to all the Shares in issue that the price of the Share bears to the aggregate price of all the Shares in issue at the date seven days before the notice of meeting is sent out.

A Shareholder 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.

In the case of joint Shareholders, the vote of the senior who votes, whether in person or by proxy, must be accepted to the exclusion of the votes of the other joint Shareholders. For this purpose, seniority must be determined by the order in which the names stand in the Register.

Except where the COLL Sourcebook or the Instrument of Incorporation 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.

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

Where all the Shares in a Fund are registered to, or held by, the ACD or its associates and they are therefore prohibited from voting and a resolution (including an extraordinary resolution) is required to conduct business at a meeting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the Depositary, instead be passed with the written consent of Shareholders representing 50% or more, or for an extraordinary resolution, 75% or more, of the Shares in issue.

"Shareholders" in this context means Shareholders entered on the register at a time to be determined by the ACD and stated in the notice of the meeting which must not be more than 48 hours before the time fixed for the meeting.

## 9. TAXATION

### 9.1 General

The statements below are only intended as a general summary of UK tax law and HM Revenue & Customs (HMRC) published practice as at the date of issue of this Prospectus (which may change in the future). The summary is only applicable to individual and corporate Shareholders who are resident (and in the case of individuals, domiciled) for tax purposes solely in the UK and who are the absolute beneficial owners of a shareholding in the Company held as an investment. The applicability of these statements will depend upon the particular circumstances of each Shareholder. In particular, the summary may not apply to certain classes of Shareholder (such as dealers in securities) to whom special rules may apply. The summary is not exhaustive or definitive and should not be treated as legal or tax advice. This summary also does not address the taxation consequences for investors who may be subject to taxation or exchange control in any jurisdiction outside the UK. Levels and bases of, and reliefs from, taxation are subject to change.

**Any Shareholder or prospective Shareholder who is in any doubt as to the taxation implications of making an investment in the Company (including as regards the acquisition, holding or disposal of any Shares), or who may be subject to taxation or exchange control provisions in any jurisdiction other than the UK should consult their own professional advisers immediately.**

### 9.2 The Funds

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

#### 9.2.1 Income

Each Fund is subject to corporation tax at the basic rate of income tax, currently 20%, on its taxable income (net of allowable expenses).

Dividends received by the Company from its holdings of most UK equities and non-UK equities are generally exempt from corporation tax. It is not anticipated that the Company will receive any dividends other than exempt dividends in respect of its shareholdings.

Certain Double Tax Agreements between the UK and other territories make provision for withholding taxes, or higher withholding taxes, to apply to dividends paid in circumstances where a resident of the state receiving the dividend is not charged to tax in respect of it. Chapter 4 of Part 9A Corporation Tax Act 2009 therefore provides for the making of an election that a dividend is not exempt, in order to ensure that it is subject to no, or lower rates of, withholding taxes. The Company therefore reserves the right to make such an election if it results in a greater net receipt for the Company. Where an election is made the dividend received will be subject to corporation tax but

credit will be given against that tax in respect of withholding taxes suffered, up to the level of the UK tax charged on that income.

#### 9.2.2 **Capital Gains**

Capital gains accruing to the Company will generally be exempt from UK corporation tax on chargeable gains. Should the Company be treated as trading, any gains made will be treated as income and will be subject to corporation tax. Offshore income gains arising from the disposal of interests in non-reporting offshore funds may also be subject to corporation tax.

#### 9.2.3 **Foreign Taxes**

The Company may be subject to foreign tax on its investments, subject to any relief (if available) including under any applicable double taxation agreement or otherwise under UK law.

#### 9.2.4 **Stamp Taxes**

The Company may be required to pay UK stamp duty or SDRT or other similar taxes in other jurisdictions in connection with the acquisition or transfer of underlying investments.

### 9.3 **Shareholders**

#### 9.3.1 **Income - Equity Funds**

Funds which are so called "Equity" Funds for the purposes of tax will pay any distributable income as dividend distributions. In the case of accumulation Shares, such income will automatically be retained in the Fund although for tax purposes it will be treated as a distribution. Details of whether a particular Fund is an "Equity" Fund or a "Bond" Fund for tax purposes are set out in Appendix I.

#### ***UK resident individual Shareholders***

When the Company makes a dividend distribution a UK resident individual Shareholder may be liable to tax on such distribution.

For UK resident individuals, no income tax is payable in respect of dividend income received from all sources in the tax year to the extent it falls within the annual dividend allowance (although such income will still count towards the basic, higher and additional rate thresholds). For dividends received above the annual dividend allowance in the tax year, the dividend income would be taxable at 7.5%, 32.5% and 38.1% for income falling within the basic rate, higher rate and additional rate bands respectively. The annual dividend allowance is £2,000 for the 2018/19 tax year.

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.

A UK resident individual Shareholder who holds their Shares in an ISA will be exempt from income tax on dividend distributions in respect of such Shares.

### ***Corporate Shareholders within the scope of corporation tax***

A dividend distribution made by the Company in respect of Income Shares (or deemed to be made in respect of Accumulation Shares) to a corporate Shareholder within the charge to corporation tax in respect of its investment in the Company will be split into franked and unfranked parts according to the underlying gross income of the Company. Very broadly, the unfranked part corresponds to such part of the Company's gross income as does not derive from franked investment income. The franked part will be treated in the same way as exempt dividend income received by a UK resident corporate Shareholder. The unfranked part will be treated as an annual payment received after deduction of income tax at the basic rate (currently 20%) from a corresponding gross amount and the corporate Shareholder will be liable to corporation tax on it accordingly, but (subject to any applicable restrictions) with the benefit of credit for the income tax deducted at source.

### **9.3.2 Income - Bond Funds**

Funds which are so called "Bond" Funds for the purposes of tax currently pay interest distributions. In the case of accumulation Shares, such income will automatically be retained, although for tax purposes it will be treated as a distribution. Details of whether a particular Fund is an "Equity" Fund or a "Bond" Fund for tax purposes are set out in Appendix I.

UK resident individual Shareholders will (subject to any available allowance) be subject to income tax at the relevant rate on any interest distributions (or deemed distribution from accumulation shares) from any Fund of the Company.

A UK resident individual Shareholder may be entitled to a personal savings allowance in each tax year (the amount of the allowance, if any, depends on whether the taxpayer is a basic, higher or additional rate taxpayer).

A UK resident individual Shareholder who holds their Shares in an ISA will be exempt from income tax on interest distributions in respect of such Shares.

A corporate Shareholder within the charge to UK corporation tax in respect of a shareholding will be subject to corporation tax on any interest distributions (or deemed distribution from accumulation shares) from any Fund of the Company.

Currently no Bond Funds are available within the Company.

### 9.3.3 **Income equalisation**

The first income allocation received by an investor after buying Shares may include an amount of income equalisation. This is effectively a repayment of an amount reflecting accrued income included in the purchase price paid by the investor. It is treated as a return of capital for tax purposes and is not subject to tax as income. Rather it should be deducted from the acquisition cost of the Shares in computing any capital gains realised on a subsequent disposal of the Shares. Equalisation will be applied on all of the Funds.

### 9.3.4 **Shareholding in the Company treated as a loan relationship**

Special rules apply to Shareholders within the charge to corporation tax which in certain circumstances could result in their shares being treated for the purposes of the UK's loan relationship rules as rights under a creditor relationship. A fair value basis of accounting would have to be used, for corporation tax purposes, with regard to the deemed creditor relationship.

### 9.3.5 **Capital Gains**

#### ***UK resident individual Shareholders***

An individual Shareholder will be liable to capital gains tax on any chargeable gain accruing on the disposal or deemed disposal (including redemption, switches and certain conversions) of Shares in the Company. Capital gains tax is generally charged at rates of 10% and 20%, dependent on an individual's total amount of taxable income and gains within the tax year. An individual Shareholder may also be entitled to set all or part of any gains against their annual capital gains tax exemption.

A UK resident individual Shareholder who holds their Shares in an ISA will be exempt from capital gains tax on any gain accruing on the disposal or deemed disposal of Shares.

Individual Shareholders will find further information in HMRC Help Sheets for the capital gains tax pages of their tax returns.

#### ***Corporate Shareholders within the scope of corporation tax***

Subject to the possible application of the rules treating a shareholding in the Company as a loan relationship, a corporate Shareholder within the charge to corporation tax in respect of its investment in the Company will be liable to corporation tax on any chargeable gain accruing to it on the disposal or deemed disposal (including redemption, switches and certain conversions) of its Shares in the Company. An indexation allowance may be available to reduce or eliminate such a gain but not to create or increase an allowable loss (although it should be noted that indexation allowance was frozen with effect from 31 December 2017).

#### 9.4 **Withholding tax**

Unless required by law at the time of the payment, dividend distributions and interest distributions (if any) paid to Shareholders, and any payments made on redemption of the Shares, will be paid with no income tax deducted from the payment.

#### 9.5 **Inheritance Tax**

A gift by an individual Shareholder who is domiciled (or deemed domiciled) in the UK for inheritance tax purposes of their Shares in the Company or the death of such a Shareholder may give rise to a liability to inheritance tax. For these purposes, a transfer of Shares at less than the full market value may be treated as a gift.

#### 9.6 **Stamp Duty and Stamp Duty Reserve Tax (SDRT)**

There is generally no charge to UK stamp duty or SDRT on the surrender (i.e. the redemption or switch) of Shares.

Investors will, however, be liable to SDRT at 0.5% on acquiring Shares from a third party (that is other than on an issue of Shares by the Company). SDRT may also apply in cases where an investor redeems Shares in consideration of a transfer of assets of the Company other than cash (i.e. an in specie redemption) where that consideration is non-pro rata (i.e. not in proportion to the total assets of the Company).

#### 9.7 **Information Reporting**

Shareholders should be aware that pursuant to various laws and regulations, including to implement agreements for the automatic exchange of information between tax authorities, information about certain Shareholders and their investments (including any interest distributions) may be required to be reported to HMRC. If applicable, such information may be exchanged with tax authorities in another jurisdiction. In order to comply with such laws and regulations, Shareholders may be required to provide or certify certain information, including as regards their status and the jurisdiction in which they are resident for tax purposes.

In particular, the UK has implemented FATCA and the OECD Common Reporting Standard (CRS):

(a) OECD Common Reporting Standard (CRS)

To facilitate the automatic exchange of financial information between tax authorities in applicable jurisdictions, CRS countries must obtain information from relevant clients and exchange that information with the tax authorities of other CRS countries. In the UK the CRS system has been implemented pursuant to The International Tax Compliance Regulations 2015 (as amended).

(b) FATCA

The Foreign Account Tax Compliance Act (FATCA) is a piece of legislation introduced by the United States Government to help counter US tax evasion by encouraging more effective reporting of information.

In the United Kingdom, the principles of FATCA have been brought into local law. This means the ACD will need to provide information on US accounts to HMRC.

For further information on CRS and FATCA as implemented in UK law, please refer to the International Tax Reporting section on page 3 of this Prospectus and to section 3.1.1 above.

## 10. **WINDING UP OF THE COMPANY OR TERMINATION OF A FUND**

The Company will not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under the COLL Sourcebook. A Fund may only be terminated under the COLL Sourcebook.

Where the Company is to be wound up or a Fund terminated under the COLL Sourcebook, such winding up or termination may only be commenced following approval by the FCA. The FCA may only give such approval if the ACD provides a statement (following an investigation into the affairs of the Company) either that the Company will be able to meet its liabilities within 12 months of the date of the statement or that the Company will be unable to do so. The Company may not be wound up under the COLL Sourcebook if there is a vacancy in the position of ACD at the relevant time.

The Company may be wound up or a Fund must be terminated under the COLL Sourcebook:

- 10.1 if an extraordinary resolution to that effect is passed by Shareholders; or
- 10.2 when the period (if any) fixed for the duration of the Company or a particular Fund by the Instrument of Incorporation expires, or any event occurs on the occurrence of which the Instrument of Incorporation provides that the Company or a particular Fund is to be wound up or terminated (if appropriate) (for example, if the share capital of the Company or (in relation to any Fund) the Net Asset Value of the Fund is below £10 million, or if a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to terminate the Fund); or
- 10.3 on the date stated in any agreement by the FCA to a request by the ACD for the revocation of the authorisation order in respect of the Company or for the termination of the relevant Fund.
- 10.4 On the effective date of a duly approved scheme of arrangement which is to result in the Company ceasing to hold any Scheme Property; or
- 10.5 In the case of a Fund, on the effective date of a duly approved scheme of arrangement which is the result in the Fund ceasing to hold any Scheme Property;
- 10.6 On the date on which all of the Funds fall within 10.5 above or have otherwise ceased to hold any Scheme Property, notwithstanding that the Company may have assets and liabilities that are not attributable to any particular Fund.

On the occurrence of any of the above:

- 10.7 COLL 6.2 (Dealing), COLL 6.3 (Valuation and Pricing), COLL 6.6.20R to COLL 6.6.24G (Assessment of Value) (with effect from 30th September 2019) and COLL 5

(Investment and borrowing powers) will cease to apply to the Company or the relevant Fund;

- 10.8 the Company will cease to issue and cancel Shares, except in respect of the final cancellation, in the Company or the relevant Fund and the ACD shall cease to sell or redeem Shares or to arrange for the Company to issue or cancel them except in respect of the final cancellation for the Company or the relevant Fund;
- 10.9 no transfer of a Share shall be registered and no other change to the Register of Shareholders shall be made without the sanction of the ACD;
- 10.10 where the Company is being wound up, the Company shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;
- 10.11 the corporate status and powers of the Company and subject to 10.4 to 10.7 above, the powers of the Depositary shall continue until the Company is dissolved.

The ACD shall, as soon as practicable after the Company or the Fund falls to be wound up or terminated (as appropriate), realise the assets and meet the liabilities of the Company and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up/termination, arrange for the Depositary to make one or more interim distributions out of the proceeds to Shareholders proportionately to their rights to participate in the property of the Company or the Fund. If the ACD has not previously notified Shareholders of the proposal to wind up the Company or terminate the Fund, the ACD shall, as soon as practicable after the commencement of winding up of the Company or the termination of the Fund, give written notice of the commencement to Shareholders. When the ACD has caused all of the property to be realised and all of the liabilities of the Company or the particular Fund to be realised, the ACD shall arrange for the Depositary to make a final distribution to Shareholders on or prior to the date on which the final account is sent to Shareholders of any balance remaining in proportion to their holdings in the Company or the particular Fund.

As soon as reasonably practicable after completion of the winding up of the Company or the termination of a particular Fund, the Depositary shall notify the FCA that the winding up or termination has been completed.

On completion of a winding up of the Company, the Company will be dissolved and any money (including unclaimed distributions) still standing to the account of the Company, will be paid into court by the ACD within one month of the dissolution.

Following the completion of a winding up of either the Company or the termination of a Fund, the ACD must prepare a final account showing how the winding up or termination took place and how the property was distributed. The auditors of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the

auditors' report must be sent to the FCA and to each Shareholder (or the first named of joint Shareholders) on it within two months of the completion of the winding up or termination.

## 11. **GENERAL INFORMATION**

### 11.1 **Accounting Periods**

The annual accounting period of the Company ends each year on 31<sup>st</sup> July (the accounting reference date) with an interim accounting period ending on 31<sup>st</sup> January.

### 11.2 **Income Allocations**

Some Funds may have interim and final income allocations and other Funds may have quarterly income allocations and some Funds may only have final income allocation dates (see Appendix I). For each of the Funds income is allocated in respect of the income available at each accounting date.

In relation to income Shares, distributions of income for each Fund in which income Shares are issued are paid by cheque or BACS directly into a Shareholder's bank account on or before the relevant income allocation date in each year as set out in Appendix I.

For Funds in which accumulation Shares are issued, income will become part of the capital property of the Fund and will be reflected in the price of each such accumulation Share as at the end of the relevant accounting period.

If a distribution made in relation to any income Shares remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the relevant Fund (or, if that no longer exists, to the Company).

The amount available for accumulation or distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the account of the relevant Fund in respect of that period, and deducting the charges and expenses of the relevant Fund paid or payable out of income in respect of that accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the Company's auditors as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account and other matters.

With the agreement of the Depositary individual amounts of income of £10 or less may not be paid.

### 11.3 **Annual Reports**

The annual report of the Company will normally be published within two months of each annual accounting period although 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 and the half yearly report will be published within two months of each interim accounting period. A long report containing the full accounts is available to any person free of charge at [www.fundrock.com](http://www.fundrock.com) and upon request to the ACD directly.

The long reports of the Company shall (if relevant) contain details of:

- (a) the percentage of each Fund's assets that are subject to special arrangements arising from their illiquid nature;
- (b) any new arrangements that the ACD has made for managing a Fund's liquidity;
- (c) each Fund's current risk profile and the risk management systems employed by the ACD to manage those risks.

#### 11.4 **Documents of the Company**

The following documents may be inspected free of charge during normal business hours on any business day at the offices of the ACD at Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH:

- 1.1.2 the most recent annual and half yearly reports of the Company;
- 1.1.3 the Prospectus;
- 1.1.4 the Instrument of Incorporation (and any amending documents); and
- 1.1.5 the material contracts referred to below.

Shareholders may obtain copies of the above documents from the ACD. The ACD may make a charge at its discretion for copies of documents (apart from the most recent annual and half yearly reports of the Company, the Prospectus and the Instrument of Incorporation which are available free of charge).

#### 11.5 **Material Contracts**

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

- 11.5.1 the ACD Agreement dated 2 March 2009 between the Company and the ACD; and
- 11.5.2 the Depositary Agreement effective from 29 July 2017 between the Company the Depositary and the ACD;

Details of the above contracts are given under the section "Management and Administration".

#### **11.6 Provision of Investment Advice**

All information concerning the Company and about investing in Shares of the Company is available from the ACD at FundRock Partners Limited, Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH. The ACD is not authorised to give investment advice and persons requiring such advice should consult a professional financial adviser. All applications for Shares are made solely on the basis of the current prospectus of the Company, and investors should ensure that they have the most up to date version.

#### **11.7 Telephone Recordings**

Please note that the ACD and the Administrator may record telephone calls for training and monitoring purposes and to confirm investors' instructions. Telephone recordings will be stored for up to 7 years.

#### **11.8 Complaints**

Complaints concerning the operation or marketing of the Company may be referred to the Complaints Officer of the ACD at FundRock Partners Limited, Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH or, if you subsequently wish to take your complaint further, direct to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

#### **11.9 Notices**

All notices or documents required to be served on Shareholders shall be served by post to the address of such Shareholder as evidenced on the register. All documents and remittances are sent at the risk of the Shareholder.

#### **11.10 Indemnity**

The Instrument of Incorporation contains provisions indemnifying the Directors, other officers and the Company's auditors or the Depositary against liability in certain circumstances otherwise than in respect of their negligence, default, breach of duty or breach of trust, and indemnifying the Depositary against liability in certain circumstances otherwise than in respect of its failure to exercise due care and diligence in the discharge of its functions in respect of the Company.

#### **11.11 Professional Liability Risks**

As the Company is an 'Alternative Investment Fund' for the purposes of the AIFMD, the ACD is required to ensure that certain Professional Liability Risks are covered at all times, either through additional own funds and/or through appropriate coverage of

professional indemnity insurance. The ACD satisfies its obligations to cover Professional Liability Risks in relation to the Company by: (a) holding professional indemnity insurance (in accordance with the Regulations) and maintaining an amount of own funds to meet the capital requirements under the AIFMD; and (b) complying with the qualitative requirements in the AIFMD that address professional liability risks.

#### 11.12 **Shareholder's rights**

Shareholders are entitled to participate in the Company on the basis set out in this prospectus (as amended from time to time). Paragraphs 11.8 ("Complaints"), 8 ("Shareholder Meetings and Voting Rights"), 11.3 ("Annual Reports") and 11.4 ("Documents of the Company") of this prospectus set out important rights about Shareholders' participation in the Company.

Shareholders may have no direct rights against the service providers to the Company set out in paragraph 6 ("Management and Administration").

Shareholders may be able to take action if the contents of this document are inaccurate or incomplete.

Shareholders have statutory and other legal rights which include the right to complain and may include the right to cancel an order or seek compensation.

Shareholders who are concerned about their rights in respect of the Company (or any Fund) should seek legal advice.

#### 11.13 **Information available to Shareholders**

The following information will be made available to Shareholders as part of the Company's periodic reporting and, as a minimum, in the annual report:

(a) the percentage of each Fund's assets which will be subject to special arrangements arising from their illiquid nature, including an overview of any special arrangements in place, the valuation methodology applied to assets which are subject to such arrangements and how management and performance fees will apply to these assets;

(b) the current risk profile of each Fund, and information on the risk management systems used by the ACD to manage those risks;

(c) the total amount of leverage employed by each Fund calculated in accordance with the gross and commitment methods; and

(d) any material changes to the information above.

Shareholders will be notified appropriately of any material changes to the liquidity management systems and procedures such as the suspension of redemptions, the deferral of redemptions or similar special liquidity arrangements. It is intended that

any changes to the maximum level of leverage which a Fund may employ will be provided to Shareholders without undue delay.

#### 11.14 **Fair Treatment of Investors**

Under the AIFMD, the ACD must treat all Shareholders fairly. The ACD has a number of policies and procedures in place to ensure that it will act honestly, fairly, professionally, independently and in the interest of the Company and its investors. For example, the ACD ensures the fair treatment of Shareholders through an organisational structure which employs robust review and oversight procedures.

Furthermore, the ACD adheres to its "**Conflicts of Interest Policy**", which establishes requirements to identify and manage conflicts of interest in line with regulatory requirements, including potential conflicts of interest that could arise between investors. The ACD will endeavour to avoid situations whereby its own interests, or its duty to any persons on behalf of whom it acts, conflicts with its duty to clients.

In addition, the ACD adheres to its "**Treating Customers Fairly Policy**", the purpose of which is to ensure that Shareholders understand the risks inherent in the markets and securities in which they invest and clearly understand the nature of the services the ACD provides, including terms, conditions and charges.

As at the date of this Prospectus the ACD has not granted preferential treatment or the right to obtain preferential treatment to any investor or potential investor in the Funds. As such, all investors in the Company will invest in the same manner and on the same terms.

## APPENDIX I

### FUND DETAILS

<b>Name:</b>	FP Mattioli Woods Defensive Fund
<b>Type of Fund:</b>	Non-UCITS Retail Scheme (NURS)
<b>PRN:</b>	785505
<b>Launch Date:</b>	<b><u>Not yet launched</u></b>
<b>Investment objective:</b>	<p>The investment objective of the Fund is to preserve capital and generate income and capital growth over the long-term.</p> <p>The Fund is suitable for investors seeking a defensive risk profile who are looking for returns in excess of cash and are willing to accept some price volatility.</p>
<b>Investment policy:</b>	<p>The Fund aims to achieve its objective by investing primarily in passive and actively managed collective investment schemes (OEICs, unit trusts and exchange-traded funds) and closed ended investment companies gaining exposure to global fixed income securities, global equity securities, property securities, infrastructure securities and alternative asset classes. The Fund will also have the ability to invest in equities, bonds, money market instruments, cash and near cash deposits.</p> <p>The Fund will not invest more than 25% in any single collective investment scheme.</p> <p>The Fund may invest up to a maximum of 35% in equities.</p> <p><b>Use may also be made of derivatives for efficient portfolio management purposes.</b></p> <p>The asset allocation of the Fund will be constructed and managed in such a way as to ensure there is diversity within the Fund both by geography and investment sector, but with a bias to sterling assets that reflects the likely residency of most of the Fund's investors.</p>
<b>Final accounting date:</b>	31 July
<b>Interim accounting date:</b>	31 January
<b>Income distribution date:</b>	30 September, 31 March (first one 31 March 2020)
<b>Valuation Point:</b>	12 noon
<b>Dealing frequency:</b>	Daily

<b>Classes of Share</b>	<b>Currency of denomination</b>	<b>Initial charge</b>	<b>Redemption charge</b>	<b>Annual Management Charge</b>	<b>Minimum initial investment</b>	<b>Minimum subsequent investment</b>	<b>Minimum holding</b>	<b>Minimum redemption</b>	<b>Regular Savings Plan</b>	<b>Regular Withdrawal Facility</b>
B Class Income**	Pounds sterling	0%	0%	0.65%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
C Class Income**	Pounds sterling	0%	0%	0.15%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
D Class Income**	Pounds sterling	0%	0%	0.90%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
E Class Income	Pounds sterling	0%	0%	1.25%	£5,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not

										available if you are investing new money by direct debit in a savings scheme on a monthly basis.
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<b>ISA status:</b>	Qualifying Investment for stocks and shares component.
<b>Charges taken from income:</b>	Yes
<b>Past performance:</b>	Past performance information is set out in Appendix V.
<b>Status of Fund for tax purposes:</b>	The Fund is an Equity Fund for the purposes of tax.
<b>Whether Shares will be issued in any other currency:</b>	No

**\*\*Please note that** Share Classes B, C and D are primarily restricted share classes for discretionary management clients of the Investment Manager. However, at the absolute discretion of the ACD other investors may be permitted to invest into these share classes. If a discretionary management relationship is terminated by either a Shareholder or the Investment Manager then that Shareholder's holding of Class B, C or D Shares, as applicable, can be automatically transferred into Class E Shares without the requirement for Shareholder approval.

<b>Name:</b>	FP Mattioli Woods Cautious Fund
<b>Type of Fund:</b>	Non-UCITS Retail Scheme (NURS)
<b>PRN:</b>	785506
<b>Launch Date:</b>	31 July 2017
<b>Investment objective:</b>	<p>The investment objective of the Fund is to preserve capital and generate income and capital growth over the long-term.</p> <p>The Fund is suitable for investors seeking a cautious risk profile who are willing to accept price volatility.</p>
<b>Investment policy:</b>	<p>The Fund aims to achieve its objective by investing primarily in passive and actively managed collective investment schemes (OEICs, unit trusts and exchange-traded funds) and closed ended investment companies gaining exposure to global fixed income securities, global equity securities, property securities, infrastructure securities and alternative asset classes.</p> <p>The Fund will also have the ability to invest in equities, bonds, money market instruments, cash and near cash deposits.</p> <p>The Fund will not invest more than 25% in any single collective investment scheme.</p> <p>The Fund may invest up to a maximum of 60% in equities.</p> <p><b>Use may also be made of derivatives for efficient portfolio management purposes.</b></p> <p>The asset allocation of the Fund will be constructed and managed in such a way as to ensure there is diversity within the Fund both by geography and investment sector, but with a bias to sterling assets that reflects the likely residency of most of the Fund's investors.</p>
<b>Benchmark</b>	<p>The Fund will use the IA Mixed Investments 20-60% Shares sector average as a comparator benchmark for performance monitoring purposes.</p> <p>As the benchmark reflects the peer group, which takes a similar level of risk, it is an appropriate benchmark for investors to use to measure the return on the Fund.</p>
<b>Final accounting date:</b>	31 July
<b>Interim accounting date:</b>	31 January
<b>Income distribution date:</b>	30 September, 31 March (first one 31 March 2020)
<b>Valuation Point:</b>	12 noon

**Dealing frequency:**

Daily

<b>Classes of Share</b>	<b>Currency of denomination</b>	<b>Initial charge</b>	<b>Redemption charge</b>	<b>Annual Management Charge</b>	<b>Minimum initial investment</b>	<b>Minimum subsequent investment</b>	<b>Minimum holding</b>	<b>Minimum redemption</b>	<b>Regular Savings Plan</b>	<b>Regular Withdrawal Facility</b>
B Class Income**	Pounds sterling	0%	0%	0.65%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
C Class Income**	Pounds sterling	0%	0%	0.15%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
D Class Income**	Pounds sterling	0%	0%	0.90%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
E Class Income	Pounds sterling	0%	0%	1.25%	£5,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not

										available if you are investing new money by direct debit in a savings scheme on a monthly basis.
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<b>ISA status:</b>	Qualifying Investment for stocks and shares component.	Qualifying Investment for stocks and shares component.
<b>Charges taken from income:</b>	Yes	Yes
<b>Past performance:</b>	Past performance information is set out in Appendix V.	Past performance information is set out in Appendix V.
<b>Status of Fund for tax purposes:</b>	The Fund is an Equity Fund for the purposes of tax.	The Fund is an Equity Fund for the purposes of tax.
<b>Whether Shares will be issued in any other currency:</b>	No	No

**\*\*Please note that** Share Classes B, C and D are primarily restricted share classes for discretionary management clients of the Investment Manager. However, at the absolute discretion of the ACD other investors may be permitted to invest into these share classes. If a discretionary management relationship is terminated by either a Shareholder or the Investment Manager then that Shareholder's holding of Class B, C or D Shares, as applicable, can be automatically transferred into Class E Shares without the requirement for Shareholder approval.

<b>Name:</b>	FP Mattioli Woods Balanced Fund
<b>Type of Fund:</b>	Non-UCITS Retail Scheme (NURS)
<b>PRN:</b>	646002
<b>Launch Date:</b>	3 March 2009
<b>Investment objective:</b>	<p>The investment objective of the Fund is to preserve capital and generate income and capital growth over the long-term.</p> <p>The Fund is suitable for investors looking for a balanced investment approach.</p>
<b>Investment policy:</b>	<p>The Fund aims to achieve its objective by investing primarily in passive and actively managed collective investment schemes (OEICs, unit trusts and exchange-traded funds) and closed ended investment companies gaining exposure to global fixed income securities, global equity securities, property securities, infrastructure securities and alternative asset classes.</p> <p>The Fund will also have the ability to invest in equities, bonds, money market instruments, cash and near cash deposits.</p> <p>The Fund will not invest more than 25% in any single collective investment scheme.</p> <p>The Fund may invest up to a maximum of 85% in equities.</p> <p><b>Use may also be made of derivatives for efficient portfolio management purposes.</b></p> <p>The asset allocation of the Fund will be constructed and managed in such a way as to ensure there is diversity within the Fund both by geography and investment sector, but with a bias to sterling assets that reflects the likely residency of most of the Fund's investors.</p>

**Benchmark**

The Fund will use the IA Mixed Investments 40-85% Shares sector average as a comparator benchmark for performance monitoring purposes.

As the benchmark reflects the peer group, which takes a similar level of risk, it is an appropriate benchmark for investors to use to measure the return on the Fund.

**Final accounting date:**

31 July

**Interim accounting date:**

31 January

**Income****accumulation/distribution date:**

30 September, 31 March (first one 31 March 2020)

**Valuation Point:**

12 noon

**Dealing frequency:**

Daily

<b>Classes of Share</b>	<b>Currency of denomination</b>	<b>Initial charge</b>	<b>Redemption charge</b>	<b>Annual Management Charge</b>	<b>Minimum initial investment</b>	<b>Minimum subsequent investment</b>	<b>Minimum holding</b>	<b>Minimum redemption</b>	<b>Regular Savings Plan</b>	<b>Regular Withdrawal Facility</b>
C Class Accumulation**	Pounds sterling	0%	0%	0.15%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
B Class Income**	Pounds sterling	0%	0%	0.65%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
C Class Income**	Pounds sterling	0%	0%	0.15%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
D Class Income**	Pounds sterling	0%	0%	0.90%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment

											of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
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Classes of Share	Currency of denomination	Initial charge	Redemption charge	Annual Management Charge	Minimum initial investment	Minimum subsequent investment	Minimum holding	Minimum redemption	Regular Savings Plan	Regular Withdrawal Facility
E Class Income	Pounds sterling	0%	0%	1.25%	£5,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.

<b>ISA status:</b>	Qualifying Investment for stocks and shares component.	Qualifying Investment for stocks and shares component.
<b>Charges taken from income:</b>	Yes	Yes
<b>Past performance:</b>	Past performance information is set out in Appendix V.	Past performance information is set out in Appendix V.
<b>Status of Fund for tax purposes:</b>	The Fund is an Equity Fund for the purposes of tax.	The Fund is an Equity Fund for the purposes of tax.
<b>Whether Shares will be issued in any other currency:</b>	No	No

**\*\*Please note that** Share Classes B, C and D are primarily restricted share classes for discretionary management clients of the Investment Manager. However, at the absolute discretion of the ACD other investors may be permitted to invest into these share classes. If a discretionary management relationship is terminated by either a Shareholder or the Investment Manager then that Shareholder's holding of Class B, C or D Shares, as applicable, can be automatically transferred into Class E Shares without the requirement for Shareholder approval.

<b>Name:</b>	FP Mattioli Woods Growth Fund
<b>Type of Fund:</b>	Non-UCITS Retail Scheme (NURS)
<b>PRN:</b>	785507
<b>Launch Date:</b>	31 July 2017
<b>Investment objective:</b>	<p>The Fund aims to achieve long-term capital growth by the active management of a global multi-asset portfolio.</p> <p>The Fund is suitable for investors seeking the potential for increased growth but with the potential for slightly greater price volatility.</p>
<b>Investment policy:</b>	<p>The Fund aims to achieve its objective by investing primarily in passive and actively managed collective investment schemes (OEICs, unit trusts and exchange-traded funds) and closed ended investment companies gaining exposure to global fixed income securities, global equity securities, property securities, infrastructure securities and alternative asset classes.</p> <p>The Fund will also have the ability to invest in equities, bonds, money market instruments, cash and near cash deposits.</p> <p>The Fund will not invest more than 25% in any single collective investment scheme.</p> <p>The Fund may invest up to 95% of the scheme property in more adventurous assets providing potential for more aggressive growth, such as equities, indirect exposure to listed real estate, listed infrastructure and commodities.</p> <p><b>Use may also be made of derivatives for efficient portfolio management purposes.</b></p> <p>The asset allocation of the Fund will be constructed and managed in such a way as to ensure there is diversity within the Fund both by geography and investment sector, but with a bias to sterling assets that reflects the likely residency of most of the Fund's investors.</p>
<b>Benchmark</b>	<p>The Fund will use the IA Flexible Investment sector average as a comparator benchmark for performance monitoring purposes.</p> <p>As the benchmark reflects the peer group, which takes a similar level of risk, it is an appropriate benchmark for investors to use to measure the return on the Fund.</p>
<b>Final accounting date:</b>	31 July

<b>Interim accounting dates:</b>	31 January
<b>Income accumulation dates:</b>	30 September, 31 March (first one 31 March 2020)
<b>Valuation Point:</b>	12 noon
<b>Dealing frequency:</b>	Daily

<b>Classes of Share</b>	<b>Currency of denomination</b>	<b>Initial charge</b>	<b>Redemption charge</b>	<b>Annual Management Charge</b>	<b>Minimum initial investment</b>	<b>Minimum subsequent investment</b>	<b>Minimum holding</b>	<b>Minimum redemption</b>	<b>Regular Savings Plan</b>	<b>Regular Withdrawal Facility</b>
B Class Income**	Pounds sterling	0%	0%	0.65%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
C Class Income**	Pounds sterling	0%	0%	0.15%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
D Class Income**	Pounds sterling	0%	0%	0.90%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
E Class Income	Pounds sterling	0%	0%	1.25%	£5,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not

										available if you are investing new money by direct debit in a savings scheme on a monthly basis.
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<b>ISA status:</b>	Qualifying Investment for stocks and shares component.	Qualifying Investment for stocks and shares component.
<b>Charges taken from income:</b>	Yes	Yes
<b>Past performance:</b>	Past performance information is set out in Appendix V.	Past performance information is set out in Appendix V.
<b>Status of Fund for tax purposes:</b>	The Fund is an Equity Fund for the purposes of tax.	The Fund is an Equity Fund for the purposes of tax.
<b>Whether Shares will be issued in any other currency:</b>	No	No

**\*\*Please note that** Share Classes B, C and D are primarily restricted share classes for discretionary management clients of the Investment Manager. However, at the absolute discretion of the ACD other investors may be permitted to invest into these share classes. If a discretionary management relationship is terminated by either a Shareholder or the Investment Manager then that Shareholder's holding of Class B, C or D Shares, as applicable, can be automatically transferred into Class E Shares without the requirement for Shareholder approval.

<b>Name:</b>	FP Mattioli Woods Adventurous Fund
<b>Type of Fund:</b>	Non-UCITS Retail Scheme (NURS)
<b>PRN:</b>	785508
<b>Launch Date:</b>	31 July 2017
<b>Investment objective:</b>	<p>The Fund aims to achieve long-term capital growth by the active management of a global multi-asset portfolio.</p> <p>The Fund is suitable for investors with a more adventurous risk appetite who are looking to maximise the potential for growth but with the likelihood of experiencing more price volatility than a more defensively positioned portfolio.</p>
<b>Investment policy:</b>	<p>The Fund aims to achieve its objective by investing primarily in passive and actively managed collective investment schemes (OEICs, unit trusts and exchange-traded funds) and closed ended investment companies gaining exposure to global fixed income securities, global equity securities, property securities, infrastructure securities and alternative asset classes.</p> <p>The Fund will also have the ability to invest in equities, bonds, money market instruments, cash and near cash deposits.</p> <p>The Fund will not invest more than 25% in any single collective investment scheme.</p> <p>The Fund may invest up to 100% of the scheme property in more adventurous assets providing potential for more aggressive growth, such as equities, indirect exposure to listed real estate, listed infrastructure and commodities.</p> <p><b>Use may also be made of derivatives for efficient portfolio management purposes.</b></p> <p>The asset allocation of the Fund will be constructed and managed in such a way as to ensure there is diversity within the Fund both by geography and investment sector, but with a bias to sterling assets that reflects the likely residency of most of the Fund's investors.</p>
<b>Benchmark</b>	<p>The Fund will use the IA Global sector average as a comparator benchmark for performance monitoring purposes.</p> <p>As the benchmark reflects the peer group, which takes a similar level of risk, it is an appropriate benchmark for investors to use to measure the return on the Fund</p>
<b>Final accounting date:</b>	31 July

<b>Interim accounting dates:</b>	31 January
<b>Income accumulation dates:</b>	30 September, 31 March (first one 31 March 2020)
<b>Valuation Point:</b>	12 noon
<b>Dealing frequency:</b>	Daily

Classes of Share	Currency of denomination	Initial charge	Redemption charge	Annual Management Charge	Minimum initial investment	Minimum subsequent investment	Minimum holding	Minimum redemption	Regular Savings Plan	Regular Withdrawal Facility
B Class Income**	Pounds sterling	0%	0%	0.65%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
C Class Income**	Pounds sterling	0%	0%	0.15%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
D Class Income**	Pounds sterling	0%	0%	0.90%	£20,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not available if you are investing new money by direct debit in a savings scheme on a monthly basis.
E Class Income	Pounds sterling	0%	0%	1.25%	£5,000	£1,000	£2,500	£1,000	Yes (minimum payment of £100 per month (minimum £50 per Fund))	Yes (minimum withdrawal per fund year is £300 or 1.5% on a minimum qualifying investment of £20,000). This facility is not

										available if you are investing new money by direct debit in a savings scheme on a monthly basis.
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<b>ISA status:</b>	Qualifying Investment for stocks and shares component.	Qualifying Investment for stocks and shares component.
<b>Charges taken from income:</b>	Yes	Yes
<b>Past performance:</b>	Past performance information is set out in Appendix V.	Past performance information is set out in Appendix V.
<b>Status of Fund for tax purposes:</b>	The Fund is an Equity Fund for the purposes of tax.	The Fund is an Equity Fund for the purposes of tax.
<b>Whether Shares will be issued in any other currency:</b>	No	No

**\*\*Please note that** Share Classes B, C and D are primarily restricted share classes for discretionary management clients of the Investment Manager. However, at the absolute discretion of the ACD other investors may be permitted to invest into these share classes. If a discretionary management relationship is terminated by either a Shareholder or the Investment Manager then that Shareholder's holding of Class B, C or D Shares, as applicable, can be automatically transferred into Class E Shares without the requirement for Shareholder approval.

## APPENDIX II

### ELIGIBLE SECURITIES MARKETS AND ELIGIBLE DERIVATIVES MARKETS

Each Fund may deal through securities and derivative markets which are regulated markets and meet the requirements for Eligible Markets as set out in COLL 5.2.10 which includes any market which is regulated, operates regularly and is open to the public located in an EEA State (which as at the date of this Prospectus includes the UK, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden).

Detailed below are the additional eligible markets on which the Funds are currently permitted to deal.

<b>For Approved Securities</b>
<b>Market</b>
No additional exchanges beyond EEA as at the date of this Prospectus

<b>For Approved Derivatives</b>
<b>Market</b>
Turquoise Trading Platform (formerly EDX London) (majority owned by London Stock Exchange Group)

## APPENDIX III

### INVESTMENT AND BORROWING POWERS OF THE COMPANY

#### 1. General

The Scheme Property of each Fund will be invested with the aim of achieving the investment objective of that Fund but subject to the limits set out in the investment policy, this Prospectus and the limits set out in Chapter 5 of the COLL Sourcebook ("COLL 5") that are applicable to Non-UCITS Retail Schemes.

Normally, a Fund will be fully invested save for an amount to enable the pursuit of a Fund's investment objective, redemption of Shares, efficient management of the Fund in relation to its strategic objectives and other purposes which may be reasonably regarded as ancillary to the investment objectives of the Fund. This amount will vary depending upon prevailing circumstances and although it would normally not exceed 10% of the total value of each Fund, there may be times when the Investment Manager considers stock markets to be overpriced or that a period of instability exists which presents unusual risks. In such cases or during such periods, a higher level of liquidity may be maintained and, if considered prudent, the amount of fixed interest, cash or near cash instruments held would be increased. Unless market conditions were deemed unusually risky, the increased amount and period would not be expected to exceed 30% and six months respectively.

#### 1.1 Prudent spread of risk

The ACD must ensure that, taking account of the investment objective and policy of each Fund, the Scheme 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 warrants and 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.

### 1.3 **Transferable Securities**

- 1.3.1 A transferable security is an investment falling within article 76 (Shares etc.), article 77 (instruments creating or acknowledging indebtedness), article 77A (alternative finance investment bonds), 78 (government and public securities), article 79 (instruments giving entitlement to investments) and article 80 (certificates representing certain securities) of the Regulated Activities Order.
- 1.3.2 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.
- 1.3.3 In applying paragraph 1.3.1 of this Appendix to an investment which is issued by a body corporate, and which is an investment falling within articles 76 (shares, etc.) or 77 (instruments creating or acknowledging indebtedness) of the Regulated Activities Order, the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.
- 1.3.4 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.
- 1.3.5 A Fund may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:
  - 1.3.5.1 the potential loss which the Fund may incur with respect to holding the transferable security is limited to the amount paid for it;
  - 1.3.5.2 its liquidity does not compromise the ability of the ACD to comply with its obligation to redeem Shares at the request of any qualifying Shareholder under the COLL Sourcebook;
  - 1.3.5.3 reliable valuation is available for it as follows:
    - (a) 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;

(b) 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;

1.3.5.4 appropriate information is available for it as follows:

(a) 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;

(b) 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 ACD on the transferable security or, where relevant, on the portfolio of the transferable security;

1.3.5.5 it is negotiable; and

1.3.5.6 its risks are adequately captured by the risk management process of the ACD.

1.3.6 Unless there is information available to the ACD that would lead to a different determination, a transferable security which is admitted to or dealt in on an eligible market shall be presumed:

1.3.6.1 not to compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying Shareholder; and

1.3.6.2 to be negotiable.

1.3.7 It is possible that more than 5% of the Scheme Property of a Fund may be invested in warrants, in which case, the Net Asset Value of that Fund may, at times, be highly volatile.

## 2. **Non-UCITS Retail Schemes - general**

2.1 Subject to the investment objectives and policy of a Fund, the Scheme Property of a Fund must, except where otherwise provided in COLL 5 only consist of any or all of:

2.1.1 transferable securities;

2.1.2 money market instruments;

2.1.3 units or shares in permitted collective investment schemes;

2.1.4 permitted derivatives and forward transactions; and

2.1.5 permitted deposits.

2.2 Transferable securities and money market instruments held within a Fund must (subject to paragraph 2.3 of this Appendix) be:

2.2.1 admitted to or dealt on an eligible market as described below;

2.2.2 recently issued transferable securities provided that:

2.2.2.1 the terms of issue include an undertaking that application will be made to be admitted on an eligible market; and

2.2.2.2 such admission is secured within a year of issue;

2.2.3 approved money market instruments not admitted to or dealt on an eligible market which satisfy the requirements for investment set out in COLL 5.2.10A R to COLL 5.2.10C R.

2.3 Not more than 20% in value of the Scheme Property is to consist of transferable securities, which are not approved securities (aggregated with the value of the Scheme Property which can be invested in unregulated collective investment schemes as set out in COLL 5.6.2G (2) (b)) or money market instruments which are liquid and have a value which can be determined accurately at any time.

2.4 Transferable securities held within a Non-UCITS Retail Scheme must also satisfy the criteria in COLL 5.2.7A R, COLL 5.2.7C R and COLL 5.2.7E R for the purposes of investment by a UCITS scheme.

2.5 The requirements on spread of investments generally and in relation to investment in government and public securities do not apply during any period in which it is not reasonably practical to comply, provided that the requirement to maintain prudent spread of risk in paragraph 1.1 of this Appendix is complied with.

### 3. **Eligible markets regime: purpose**

3.1 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.

3.2 Where a market ceases to be eligible, investments on that market cease to be approved securities. The 20% restriction on investing in non-approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as an inadvertent breach.

3.3 A market is eligible for the purposes of the rules if it is:

3.3.1 a regulated market as defined in the FCA Handbook; or

3.3.2 a market in an EEA State which is regulated, operates regularly and is open to the public.

3.4 A market not falling within paragraph 3.3 of this Appendix is eligible for the purposes of COLL 5 if:

3.4.1 the ACD, after consultation and notification with the Depositary, decides that market is appropriate for investment of, or dealing in, the Scheme Property of a Fund;

3.4.2 the market is included in a list in the Prospectus; and

3.4.3 the Depositary has taken reasonable care to determine that:

3.4.3.1 adequate custody arrangements can be provided for the investment dealt in on that market; and

3.4.3.2 all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

3.5 In paragraph 3.4, a market must not be considered appropriate unless it is regulated, operates regularly, is recognised as a market exchange or as a self regulatory organisation by an overseas regulator, 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.

### 4. **Spread: general**

4.1 This rule on spread does not apply to government and public securities.

4.2 Not more than 20% in the value of the Scheme Property of a Fund is to consist of deposits with a single body.

- 4.3 Not more than 10% in value of the Scheme Property of a Fund is to consist of transferable securities or money market instruments issued by any single body subject to COLL 5.6.23R (Schemes replicating an index).
- 4.4 The limit of 10% in 4.3 above is raised to 25% in value of the Scheme Property in respect of covered bonds.
- 4.5 In applying 4.3, certificates representing certain securities are to be treated as equivalent to the underlying security.
- 4.6 The COLL Sourcebook provides that not more than 35% in value of the Scheme Property is to consist of the units or shares of any one collective investment scheme.
- 4.7 The exposure to any one counterparty in an OTC derivative transaction must not exceed 10% in value of a Fund.
- 4.8 For the purpose of calculating the limit in 4.7, 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:
- 4.8.1 it is marked-to-market on a daily basis and exceeds the value of the amount at risk;
  - 4.8.2 it is exposed only to negligible risks (e.g. government bonds of first credit rating or cash) and is liquid;
  - 4.8.3 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
  - 4.8.4 can be fully enforced by the Fund at any time.
- 4.9 For the purposes of calculating the limits in 4.7, OTC derivative positions with the same counterparty may be netted provided that the netting procedures:
- 4.9.1 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
  - 4.9.2 are based on legally binding agreements.
- 4.10 In applying this paragraph (Spread: general), 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:
- 4.10.1 it is backed by an appropriate performance guarantee; and
  - 4.10.2 it is characterised by a daily mark-to-market valuation of the derivative positions and at least daily margining.

## 5. **Spread: government and public securities**

5.1 The following section applies in respect of a transferable security or an approved money-market instrument ("such securities") that is issued by:

5.1.1 an EEA State

5.1.2 a local authority of an EEA State

5.1.3 a non-EEA State; or

5.1.4 a public international body to which one or more EEA States belong.

5.2 Where no more than 35% in value of the Scheme Property of a Fund 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.

5.3 The Company or any Fund may invest more than 35% in value of the Scheme Property of a Fund in such securities issued by any one body provided that:

5.3.1 the ACD has before any such investment is made consulted with the Depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Fund;

5.3.2 no more than 30% in value of the Scheme Property consists of such securities of any one issue;

5.3.3 the Scheme Property of a Fund includes such securities issued by that or another issuer, of at least six different issues;

5.4 the disclosures in the Prospectus required by the FCA have been made.

## 6. **Investment in collective investment schemes**

6.1 Up to 100% of the value of the Scheme Property may be invested in units or shares in other collective investment schemes ("Second Scheme") provided that Second Scheme satisfies all of the following conditions.

6.1.1 The Second Scheme must:

6.1.1.1 satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or

6.1.1.2 be authorised as a Non-UCITS Retail Scheme; or

6.1.1.3 be recognised under the provisions of s.264, s.270 or s.272 of the Financial Services and Markets Act 2000; or

- 6.1.1.4 be constituted outside the United Kingdom and have investment and borrowing powers which are the same or more restrictive than those of a Non-UCITS Retail Scheme; or
  - 6.1.1.5 be a scheme not falling within paragraphs 6.1.1.1 to 6.1.1.4 and in respect of which no more than 20% in value of the Scheme Property (including any transferable securities which are not approved securities) is invested.
- 6.1.2 The Second Scheme is a scheme which operates on the principle of the prudent spread of risk.
- 6.1.3 The Second Scheme is prohibited from having more than 15% in value of the scheme property consisting of units or shares in collective investment schemes.
- 6.1.4 The participants in the Second Scheme must be entitled to have their units or shares redeemed in accordance with the scheme at a price related to the Net value of the property to which the units or shares relate and determined in accordance with the scheme.
- 6.1.5 Where the Second Scheme is an umbrella, the provisions in paragraphs 6.1.2 to 6.1.4 apply to each sub-fund as if it were a separate scheme.
- 6.2 Investment may be made in collective investments schemes established in any jurisdiction, subject to compliance with the requirements of section 6.1 above.
- 6.3 The Scheme Property attributable to a Fund may include shares in another Fund (a "Second Fund") subject to the requirements of paragraph 8.3 below.
- 6.4 Funds may invest in a Second Fund provided that:
  - 6.4.1 the Second Fund does not hold Shares in any other Fund of the Company;
  - 6.4.2 the requirements set out in paragraphs 6.5 and 6.6 below are complied with; and
  - 6.4.3 the investing or disposing Fund must not be a feeder UCITS to the Second Fund.
- 6.5 The Funds may, subject to the limit set out in 6.1 above, invest in collective investment schemes managed or operated by, or whose authorised corporate director is, the ACD of the Funds or one of its associates.
- 6.6 Investment may only be made in other collective investment schemes managed or operated by, or whose authorised corporate director is, the ACD of the Funds or one

of its associates if the rules on double charging contained in the COLL Sourcebook are complied with.

- 6.7 If a substantial proportion of a Fund's assets are invested in other collective investment schemes, the maximum level of management fees that may be charged by an investee collective investment scheme to the Fund concerned will be 3%.

## 7. **Investment in Nil and Partly Paid Securities**

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.

## 8. **Investment in money market instruments**

- 8.1 A Fund may invest up to 100% in money market instruments provided the money market instrument is listed on or normally dealt on an eligible market (in accordance with paragraph 3 of this Appendix).

- 8.2 Notwithstanding the above, up to 20% of the Scheme Property may be invested in money market instruments which do not meet these criteria but which are liquid and have a value which can be determined accurately at any time.

- 8.3 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:

8.3.1 the issue or the issuer is regulated for the purpose of protecting investors and savings; and

8.3.2 the instrument is issued or guaranteed in accordance with COLL 5.2.10BR.

- 8.4 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:

8.4.1 the instrument is an approved money-market instrument;

8.4.2 appropriate information is available for the instrument (including Information which allows an appropriate assessment of the credit risks relating to investment in it), in accordance with COLL 5.2.10CR; and

8.4.3 the instrument is freely transferable.

## 9. **Efficient Portfolio Management**

- 9.1 The Funds may utilise property to enter into transactions for the purposes of Efficient Portfolio Management. There is no limit on the amount or value of the Scheme Property which may be used for EPM but the ACD must ensure that the transaction is economically appropriate in that they are realised in a cost effective way, they are entered into for one or more of the following specific aims: reduction of the relevant risks (whether in the price of investments, interest rates or exchange rates) or to the reduction of the relevant costs and/or to the generation of additional capital or income with a risk level which is consistent with the risk profile of the scheme and the risk diversification rules in COLL. The exposure must be fully “covered” by cash and/or other property sufficient to meet any obligation to pay or deliver that could arise. **The use of derivatives for EPM should not lead to an increase in risk to the Fund.**
- 9.2 Permitted transactions are those that the Fund reasonably regards as economically appropriate to EPM, that is:
- 9.2.1 Transactions undertaken to reduce risk or cost in terms of fluctuations in prices, interest rates or exchange rates where the ACD reasonably believes that the transaction will diminish a risk or cost of a kind or level which it is sensible to reduce; or
  - 9.2.2 Transactions for the generation of additional capital growth or income for the Fund by taking advantage of gains which the ACD reasonably believes are certain to be made (or certain, barring events which are not reasonably foreseeable) as a result of:
    - 9.2.2.1 pricing imperfections in the market as regards the property which the Fund holds or may hold; or
    - 9.2.2.2 receiving a premium for the writing of a covered call option or a covered put option on property of the Fund which the Fund is willing to buy or sell at the exercise price, or
    - 9.2.2.3 stock lending arrangements.

A permitted arrangement in this context may at any time be closed out.

- 9.3 Transactions may take the form of “derivatives transactions” (that is, transactions in options, futures or contracts for differences) or forward currency transactions. A derivatives transaction must either be in a derivative which is traded or dealt in on an eligible derivatives market (and effected in accordance with the rules of that market), or be an off-exchange derivative which complies with the relevant conditions set out in the FCA Rules, or be a “synthetic future” (i.e. a composite derivative created out of two separate options). Forward currency transactions must be entered into with counterparties who satisfy the FCA Rules. A permitted transaction may at any time be closed out.

## 10. **Derivatives: General**

- 10.1 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 11 (Permitted transactions (derivatives and forwards)) below, and the transaction is covered, as required by paragraph 20 (Cover for transactions in derivatives and forward transactions).
- 10.2 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 (COLL 5.2.11R Spread: general, COLL 5.2.12R Spread: government and public securities) except for index based derivatives where the rules below apply.
- 10.3 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 section.
- 10.4 A transferable security or an approved money-market instrument will embed a derivative if it contains a component which fulfils the following criteria:
- 10.4.1 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;
  - 10.4.2 its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
  - 10.4.3 it has a significant impact on the risk profile and pricing of the transferable security or approved money-market instrument.
- 10.5 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.
- 10.6 Where a Fund invests in an index based derivative, provided the relevant index falls within COLL 5.6.2R (Relevant Indices) the underlying constituents of the index do not have to be taken into account for the purposes of COLL 5.6.7R and COLL 5.6.8R.

## 11. **Permitted transactions (derivatives and forwards)**

- 11.1 A transaction in a derivative must be:
- 11.1.1 in an approved derivative; or

- 11.1.2 be one which complies with paragraph 15 (OTC transactions in derivatives).
- 11.2 A transaction in a derivative must have the underlying consisting of any one or more of the following to which the scheme is dedicated: transferable securities, money-market instruments, deposits, permitted derivatives under this paragraph, collective investment scheme units permitted under paragraph 6 (Investment in collective investment schemes), permitted immovables, gold, financial indices which satisfy the criteria set out in COLL 5.2.20R, interest rates, foreign exchange rates, and currencies.
- 11.3 The exposure to the underlyings in 11.2 above must not exceed the limits in paragraph 4 and 5 above.
- 11.4 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.
- 11.5 A transaction in a derivative must not cause a Fund to diverge from its investment objective as stated in the Instrument of Incorporation and the most recently published version of this Prospectus.
- 11.6 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of transferable securities, money-market instruments, units in collective investment schemes, or derivatives, provided that a sale is not to be considered as uncovered if the conditions in paragraph 14.2 are satisfied.
- 11.7 Any forward transaction must be with an Eligible Institution or an Approved Bank.

## 12. **Financial indices underlying derivatives**

- 12.1 The financial indices referred to in 11.2 are those which satisfy the following criteria:
- 12.1.1 the index is sufficiently diversified;
- 12.1.2 the index represents an adequate benchmark for the market to which it refers; and
- 12.1.3 the index is published in an appropriate manner.
- 12.2 A financial index is sufficiently diversified if its components adhere to the spread requirements in this section.
- 12.3 A financial index represents an adequate benchmark for the market to which it refers 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.
- 12.4 A financial index is published in an appropriate manner if:

- 12.4.1 it is accessible to the public; and
- 12.4.2 the index provider is independent from the index replicating scheme.

13. **Transactions for the purchase of property**

A derivative or forward transaction which will or could lead to the delivery of property for the account of the Company may be entered into only if that property can be held for the account of the Company, and the ACD 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.

14. **Requirement to cover sales**

14.1 No agreement by or on behalf of the Company 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 Company by delivery of property or the assignment (or, in Scotland, assignation) of rights, and the property and rights above are owned by the Company at the time of the agreement. This requirement does not apply to a deposit.

14.2 The above does not apply where:

14.2.1 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

14.2.2 the ACD or the Depositary has the right to settle the derivative in cash and cover exists within the Scheme Property of a Fund which falls within one of the following asset classes:

14.2.2.1 cash;

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

14.2.2.3 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).

14.3 In the asset classes referred to in paragraphs 14.2.1 and 14.2.2, 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.

## 15. **OTC Transactions in Derivatives**

- 15.1 Any transaction in an OTC derivative under paragraph 11.1.2 must be:
- 15.1.1 in a future or an option or a contract for differences;
  - 15.1.2 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;
  - 15.1.3 on approved terms; the terms of the transaction in derivatives are approved only if the ACD carries out at least daily a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and the ACD can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value; and
  - 15.1.4 capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD 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:
    - 15.1.4.1 on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or
    - 15.1.4.2 if the value referred to in 15.1.4.1 is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
  - 15.1.5 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:
    - 15.1.5.1 an appropriate third party which is independent from the counterparty of the derivative at an adequate frequency and in such a way that the ACD is able to check it; or
    - 15.1.5.2 a department within the ACD which is independent from the department in charge of managing the Fund and which is adequately equipped for such a purpose.

For the purposes of 15.1.3 above, "fair value" is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

16. **Risk management:**

16.1 The ACD uses a risk management process, 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.

17. **Investments in deposits**

17.1 The 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.

18. **Stock lending**

18.1 The entry into stock lending transactions and repo contracts for the account of the Fund is permitted for the generation of additional income for the benefit of the Fund, and hence for its investors.

18.2 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.

18.3 The stock lending permitted by this section may be exercised by the Fund when it reasonably appears to the Fund to be appropriate to do so with a view to generating additional income for the Fund with an acceptable degree of risk.

18.4 The Company or the Depositary at the request of Company 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 the Fund, are in a form which is acceptable to the Depositary and are in accordance with good market practice, the counterparty is an authorised person or a person authorised by a home state regulator, and collateral is obtained to secure the obligation of the counterparty. Collateral must be acceptable to the Depositary, adequate and sufficiently immediate.

18.5 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.

- 18.6 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 the Fund.
- 18.7 There is no limit on the value of the Scheme Property which maybe the subject of stock lending transactions.
- 18.8 The ACD shall ensure that it is able at any time to recall any security that has been lent out or terminate any securities lending agreement it has entered into.

## 19. **Schemes replicating an index**

- 19.1 A Fund may invest up to 20% in value of the Scheme Property in shares and debentures which are issued by the same body where the stated investment policy is to replicate the performance or composition of a relevant index as defined below.
- 19.2 The 20% limit can be raised for a particular Fund up to 35% in value of the Scheme Property, but only in respect of one body and where justified by exceptional market conditions.
- 19.3 In the case of a Fund replicating an index the Scheme Property of a Fund need not consist of the exact composition and weighting of the underlying in the relevant index where deviation from this is expedient for reasons of poor liquidity or excessive cost to the scheme in trading in an underlying investment.
- 19.4 The indices referred to above are those which satisfy the following criteria:
  - 19.4.1 the composition is sufficiently diversified;
  - 19.4.2 the index is a representative benchmark for the market to which it refers; and
  - 19.4.3 the index is published in an appropriate manner.

## 20. **Cover for transactions in derivatives and forward transactions**

- 20.1 A 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 Scheme Property of a Fund. Exposure will include any initial outlay in respect of that transaction.
- 20.2 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 Scheme Property. Therefore, a Fund must hold Scheme Property sufficient in value or amount to match the

exposure arising from a derivative obligation to which the Fund is committed. Detailed requirements for cover of a Fund are set out below.

- 20.3 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).
- 20.4 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.
- 20.5 A transaction in derivatives or 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.
- 20.6 Exposure is covered globally if adequate cover from within the Scheme 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.
- 20.7 Cash not yet received into the Scheme Property but due to be received within one month is available as cover.
- 20.8 Property the subject of a stock lending transaction is only available for cover if the ACD 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.
- 20.9 The global exposure relating to derivatives may not exceed the Net value of the Scheme Property.

## 21. **Cash and near cash**

- 21.1 Cash and near cash must not be retained in the Scheme Property of a Fund except to the extent that, where this may reasonably be regarded as necessary in order to enable:
  - 21.1.1 the pursuit of the Fund's investment objective; or
  - 21.1.2 the redemption of units or shares; or
  - 21.1.3 efficient management of the Fund in accordance with its investment objective; or

21.1.4 other purposes which may reasonably be regarded as ancillary to the investment objective of the Fund.

21.2 During the period of the initial offer the Scheme Property may consist of cash and near cash without limitation.

## 22. **General**

22.1 Where a Fund invests in or disposes of units or shares in another collective investment scheme which is managed or operated by the ACD or an associate of the ACD, the ACD 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.

22.2 A potential breach of any of these limits does not prevent the exercise of rights conferred by investments held by the Fund but, in the event of a consequent breach, the ACD 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 Shareholders.

22.3 It is not intended that the Company should have any interest in any immovable property or tangible movable property.

## 23. **Underwriting**

23.1 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 Company.

## 24. **Borrowing powers and Leverage**

24.1 The ACD may, on the instructions of the Fund 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 Scheme Property.

24.2 The ACD must ensure that borrowing does not, on any business day, exceed 10% of the value of the Fund.

24.3 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).

24.4 The ACD will not employ Leverage in respect of its management of the Company save where it undertakes certain derivatives and forward transactions for the limited purposes described in this Appendix III and subject at all times to the requirements and restrictions set out in the Regulations insofar as they relate to Non-UCITS Retail

Schemes. Therefore the Company will not be regarded as a type of fund using Leverage on a substantial basis (as described in the AIFM Directive).

## 25. **Restrictions on lending of property other than money**

25.1 Scheme Property other than money must not be lent by way of deposit or otherwise.

25.2 Transactions permitted by paragraph 12 (Stock lending) are not to be regarded as lending for the purposes of paragraph 19.1.

25.3 The Scheme Property must not be mortgaged.

25.4 Where transactions in derivatives or forward transactions are used for the account of a Fund, nothing in this paragraph prevents the Company or the Depositary at the request of the Company from:

25.4.1 lending, depositing, pledging or charging Scheme Property for margin requirements; or

25.4.2 transferring Scheme Property under the terms of an agreement in relation to margin requirements provided that the ACD reasonably considers that both the agreement and the margin arrangements made under it (including in relation to the level of margin) provide appropriate protection to Shareholders.

## 26. **Restrictions on lending of money**

26.1 None of the money in the Scheme Property may be lent and, for the purposes of this paragraph, money is lent by the Fund if it is paid to a person ("the payee") on the basis that it should be repaid, whether or not by the payee.

26.2 Acquiring a debenture is not lending for the purposes of paragraph 20.1, nor is the placing of money on deposit or in a current account.

## 27. **Guarantees and indemnities**

27.1 The Depositary, for the account of a Fund, must not provide any guarantees or indemnity in respect of the obligation of any person.

27.2 Scheme Property may not be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.

27.3 Paragraphs 21.1 and 21.2 do not apply to any indemnity or guarantee given for margin requirements where derivatives or forward transactions are being used or an indemnity given to a person winding up a body corporate or other scheme in

circumstances where share assets are becoming part of the Scheme Property by way of unitisation.

## **APPENDIX IV**

### **LIST OF OTHER AUTHORISED COLLECTIVE INVESTMENT SCHEMES OPERATED BY THE ACD**

The ACD is also the authorised corporate director or authorised fund manager of the following open-ended investment companies or authorised unit trusts:

FP Apollo Multi Asset Management ICVC  
FP Argonaut Funds  
FP Brunel Pension Partnership ACS  
FP CAF Investment Fund  
FP Carmignac ICVC  
FP CRUX Funds ICVC  
FP CRUX UCITS OEIC  
FP Foresight OEIC  
FP Frontier ICVC  
FP Henderson Rowe Index Fund  
FP Luceo Investments  
FP Miton Income Fund  
FP Octopus Investment Funds  
FP Octopus Investments UCITS Funds  
FP Pictet  
FP Russell Investments ICVC  
FP SCDavies Funds  
FP WHEB Asset Management Funds  
Volare UCITS Portfolios

## APPENDIX V

### PAST PERFORMANCE TABLES FOR EACH FUND AND INVESTOR PROFILE

**1. Historic performance table:**

Where possible, we have shown the performance over and the last 5 years, for each complete calendar year. However, where the Fund has been in existence for less than any of the above periods, we show the performance for complete calendar years.

In respect of Income shares (where they are available), the performance shown will assume that any income has been reinvested.

**FP Mattioli Woods Cautious Fund**

Class	Percentage Growth year to 31 December 2014	Percentage Growth year to 31 December 2015	Percentage Growth year to 31 December 2016	Percentage Growth year to 31 December 2017	Percentage Growth year to 31 December 2018
*B Income	N/A	N/A	N/A	N/A	-3.21%
*C Income	N/A	N/A	N/A	N/A	-2.73%
*D Income	N/A	N/A	N/A	N/A	-3.44%
*E Income	N/A	N/A	N/A	N/A	-3.77%
IA Mixed Investments 20-60% Sector	N/A	N/A	N/A	N/A	-5.11%

\*Launch Date: 31 July 2017

**FP Mattioli Woods Balanced Fund**

Class	Percentage Growth year to 31 December 2014	Percentage Growth year to 31 December 2015	Percentage Growth year to 31 December 2016	Percentage Growth year to 31 December 2017	Percentage Growth year to 31 December 2018
*B Income	N/A	N/A	N/A	N/A	-4.06%
**C Accumulation	5.05%	3.43%	9.64%	10.44%	-3.56%
*C Income	N/A	N/A	N/A	N/A	-3.57%
*D Income	N/A	N/A	N/A	N/A	-4.31%
*E Income	N/A	N/A	N/A	N/A	-4.65%

IA Mixed Investments 40-85% Sector	N/A	N/A	N/A	N/A	-6.07%
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\*Launch Date: 31 July 2017

\*\* Launch Date : 2 March 2009

### FP Mattioli Woods Growth Fund

Class	Percentage Growth year to 31 December 2014	Percentage Growth year to 31 December 2015	Percentage Growth year to 31 December 2016	Percentage Growth year to 31 December 2017	Percentage Growth year to 31 December 2018
*B Income	N/A	N/A	N/A	N/A	-6.11%
*C Income	N/A	N/A	N/A	N/A	-5.63%
*D Income	N/A	N/A	N/A	N/A	-6.33%
*E Income	N/A	N/A	N/A	N/A	-6.66%
IA Flexible Investment Sector	N/A	N/A	N/A	N/A	-6.64%

\*Launch Date: 31 July 2017

### FP Mattioli Woods Adventurous Fund

Class	Percentage Growth year to 31 December 2014	Percentage Growth year to 31 December 2015	Percentage Growth year to 31 December 2016	Percentage Growth year to 31 December 2017	Percentage Growth year to 31 December 2018
*B Income	N/A	N/A	N/A	N/A	-5.48%
*C Income	N/A	N/A	N/A	N/A	-5.02%
*D Income	N/A	N/A	N/A	N/A	-5.7%
*E Income	N/A	N/A	N/A	N/A	-6.05%
IA Global Sector	N/A	N/A	N/A	N/A	-5.71%

\*Launch Date: 31 July 2017

† Formerly named the FP Thoroughbred Core Alpha Fund.

\* The Fund was launched on 3 March 2009 but performance has been measured from the date when monies were first invested in the relevant Share Class of the Fund.

B Class Accumulation Shares – 25 March 2009

C Class Accumulation Shares – 10 March 2009

Source: Morningstar Direct

Based on B and C Class Accumulation Shares, Percentage Growth, Cumulative Total Return, Ex Dividend in Sterling.

Performance figures do not include the effect of subscription and redemption fees.

Past performance is no guarantee of future performance.

These figures are presented as a matter of record and should be regarded as such.

## **2. Investor profiles**

This Prospectus sets out below a description of the profile of the typical investor for whom each Fund has been designed. Please note however that this description is not the ACD's assessment of the target market for the Funds for the purposes of the EU's Product Governance regime which may be obtained separately by distributors and other intermediaries from the ACD.

The Funds are marketable to both retail and institutional investors. Class E Shares are intended for use by retail and institutional investors with Class B, C and D Shares intended for use by discretionary management clients of the Investment Manager. However, at the absolute discretion of the ACD other investors may be permitted to invest into the B, C and D share classes.

If a discretionary management relationship is terminated by either a Shareholder or the Investment Manager then that Shareholder's holding of Class B, C or D Shares, as applicable, can be automatically transferred into Class E Shares without the requirement for Shareholder approval.

**FP Mattioli Woods Defensive Fund** - The Fund is suitable for investors that are willing to invest for the medium-term and accept some short-term price volatility in order to generate sustained longer-term capital growth and income.

**FP Mattioli Woods Cautious Fund** - The aim of the Fund is to generate returns that are more stable than investing solely in equity markets. The portfolio is suitable for investors that are willing to invest for the medium-term and accept some short-term price volatility in order to generate sustained longer-term capital growth and income.

**FP Mattioli Woods Balanced Fund** - The aim of the Fund is to generate returns that are more stable than investing solely in equity markets. The portfolio is suitable for investors that are willing to invest for the medium-term and accept some short-term price volatility in order to generate sustained longer-term capital growth and income.

**FP Mattioli Woods Growth Fund** - The aim of the Fund is to generate returns that are more stable than investing solely in equity markets. The high equity weighting in this portfolio means it is likely to experience more price volatility than a more defensively positioned portfolio and should be invested in for the medium to long-term.

**FP Mattioli Woods Adventurous Fund** - The aim of the Fund is to generate returns that are more stable than investing solely in equity markets. The high equity weighting in this portfolio means it is likely to experience more price volatility than a more defensively positioned portfolio and should be invested in for the medium to long-term.

Investors and potential investors should note that neither the description of the typical investor profile as set out above nor any other information contained in this Prospectus constitutes investment advice and investors and potential investors should consult their own professional advisers concerning the acquisition, holding or disposal of any shares in any of the Funds. Neither the Company, the ACD nor the Investment Manager makes any statement or representation in relation to the suitability, appropriateness or otherwise of any transaction in shares in any of the Funds.

## **APPENDIX VI**

### **DIRECTORY**

#### **The Company and Head Office:**

FP Mattioli Woods Funds ICVC

Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH

#### **Authorised Corporate Director:**

FundRock Partners Limited

Second Floor (East), 52-54 Gracechurch Street, London, EC3V 0EH

#### **Investment Manager:**

Mattioli Woods Plc

MW House, 1 Penman Way, Grove Park, Enderby, Leicester, Leicestershire LE19 1SY

#### **Depositary:**

Societe Generale S.A, London Branch

SG House, 41 Tower Hill, London EC3N 4SG

#### **Fund Accountant:**

Societe Generale S.A, London Branch

SG House, 41 Tower Hill, London EC3N 4SG

#### **Custodian:**

Societe Generale S.A, London Branch

SG House, 41 Tower Hill, London EC3N 4SG

#### **Administrator and Registrar:**

DST Financial Services Europe Limited

DST House, St Nicholas Lane, Basildon, Essex SS15 5FS

#### **Auditor:**

Deloitte LLP

Saltire Court, 20 Castle Terrace, Edinburgh EH1 2DB