

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

Apex Fundrock Ltd, 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 of the FCA Handbook to be included in it. Apex Fundrock Ltd accepts responsibility accordingly.

PROSPECTUS
OF
MI METROPOLIS VALUEFUND
(A UCITS scheme, open-ended investment company,
incorporated with limited liability and registered in England and Wales
under registered number IC 000849)
(“MI” and “MI Funds” are trading names of the ACD)

This document constitutes the Prospectus for MI Metropolis Valuefund which has been prepared in accordance with the Collective Investment Schemes Sourcebook.

This Prospectus is dated, and is valid as at 1 October 2024.

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

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Important information

No person has been authorised by the Company or the ACD to give any information or to make any representations in connection with the offering of Shares other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been made by the Company or the ACD. 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 Directors of the Company accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

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.

The Shares have not been and will not be registered under the 1933 Act or the securities laws of the United States. The Shares may not be offered or sold directly or indirectly in the United States or to or for the account or benefit of any US Person or in a transaction not subject to the regulatory requirements of the 1933 Act and any applicable state securities laws. Any re-offer or resale of any of the Funds in the United States or to US Persons may constitute a violation of US law. The Company has not been and will not be registered under the 1940 Act.

The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful. The Shares are subject to restrictions on transferability and resale and may not be transferred or resold in the United States or for the account or benefit of any US Person except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom.

In order to ensure compliance with the restrictions referred to above, the Company is, accordingly, not open for investment by any US Persons or ERISA Plans except in exceptional circumstances and then only with the prior consent of the ACD. A prospective investor may be required at the time of acquiring Shares to represent that such investor is a qualified holder and not a US Person or acquiring Shares for the account or benefit, directly or indirectly, of a US Person or with the assets of an ERISA Plan. The granting of prior consent by the ACD to an investment does not confer on the investor a right to acquire Shares in respect of any future or subsequent application.

Potential investors must 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 from Apex Fundrock Ltd.

This Prospectus has been approved for the purpose of section 21 of the Act by Apex Fundrock Ltd.

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. Purchases must be made on the basis of the information contained in the most recently published Prospectus and supplementary documentation, including key investor information documents, supplementary information documents and the latest reports when issued, which are available from the registered office of the ACD. Investors should check with the ACD that this is the most recently published version of the Prospectus.

Obligations have been imposed on financial sector professionals to prevent the use of funds such as MI Metropolis Valuefund for money-laundering purposes. Within this context a procedure for the identification of potential investors is required. That is, the application form of a potential investor must be accompanied, in the case of individuals, by a copy of a passport or identification card and/or in the case of legal entities, a copy of its statutes and an extract from its commercial register (in the case of a non-UK entity any such copy must be certified to be a true copy by one of the following authorities: ambassador, consulate, notary, local police). Any such information provided is collected for money-laundering compliance purposes only. These specific requirements may be waived by the ACD where other suitable evidence is available which in its sole judgement allows the ACD to cover its obligations under money-laundering legislation.

Neither the ACD nor any of its officers, representatives or advisers, shall be regarded as giving any advice, representation or warranty (express or implied) to any person in connection with the proposals contained in this Prospectus.

No part of this Prospectus may, be reproduced, stored in a retrieval system or transmitted in any form or any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the ACD.

Overseas transfers

The ACD may transfer Shareholders' personal data to countries or territories located outside the UK. This may happen when the ACD's servers, suppliers and/or service providers are based outside the UK.

Where, under Data Protection Laws, such transfer is subject to a requirement to take additional steps to adequately protect the Shareholders' personal data, the ACD will take such steps as necessary to ensure that Shareholders' privacy rights are respected (this is particularly relevant if the transfer is to outside the EEA). Details relevant to a transfer of Shareholder personal data outside of the UK may be provided upon request.

The Depositary

Except for the information about itself as Depositary for which the Depositary is responsible, the Depositary is not responsible for the information contained in this Prospectus and accordingly does not accept any responsibility for such information under the Regulations or otherwise.

Important: If you are in any doubt about the contents of this Prospectus you should consult your Financial Adviser.

1. **DEFINITIONS**

"ACD"	Apex Fundrock Ltd, the authorised corporate director of the Company holding offices pursuant to the Rules and the ACD Agreement ("MI" and "MI Funds" are trading names of the ACD);
"ACD Agreement"	an agreement between the Company and the ACD;
"Accumulation Shares"	Shares as may be in issue from time to time in respect of which income allocated thereto is credited periodically to capital pursuant to the Rules;
"Act"	Financial Services and Markets Act 2000 as amended or re-enacted from time to time;
"Administrator"	Apex Fundrock Ltd, or such other entity as is appointed to act as administrator to the Company from time to time;
"Approved Bank"	an institution meeting the definition of 'approved bank' (in COLL) in the glossary in the FCA Handbook;
"Auditor"	Grant Thornton UK LLP, or such other entity as is appointed to act as auditor to the Company from time to time;
"Business Day"	any day which is not a Saturday, Sunday or a public holiday on which banks are ordinarily open for business in the City of London;
"Class" or "Classes"	in relation to Shares, means (according to the context) all of the Shares of the Fund or a particular class or classes of Share of the Fund;
"COLL"	refers to the appropriate chapter or rule in the COLL Sourcebook;
"COLL Sourcebook"	the Collective Investment Schemes Sourcebook issued by the FCA as amended from time to time;
"Company"	MI Metropolis Valuefund;
"Conversion"	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;
"CRS"	the common reporting standard as developed and approved by the OECD in 2014 and implemented in the UK by the International Tax Compliance Regulations 2015 with effect from 1 January 2016;

“Custodian”	The Northern Trust Company or such other custodian as may be appointed by the Depositary from time to time;
“Data Protection Laws”	the Data Protection Act 2018, Regulation (EU) 2016/679 as implemented into UK law (“ UK GDPR ”) and other data protection legislation to the extent binding within the UK from time to time; and references to “ controller ”, “ personal data ”, and “ processor ” shall have the meanings set out in and will be interpreted in accordance with such laws.
“Dealing Day”	Monday to Friday where these days are Business Days, between the hours of 8.30 a.m. to 4.30 p.m.;
“Depositary”	Northern Trust Investor Services Limited, or such other person as is appointed to act as the depositary of the Company from time to time;
“Director” or “Directors”	the directors of the Company from time to time (including the ACD);
“EEA State”	a member state of the European Union and any other state which is within the European Economic Area;
“Efficient Portfolio Management” or “EPM”	investment techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria: (a) they are economically appropriate in that they are realised in a cost effective way; (b) they are entered into for one or more of the following specific aims: (i) reduction of risk; (ii) reduction of cost; (iii) generation of additional capital or income for the scheme with a risk level which is consistent with the risk profile of the scheme and the risk diversification rules laid down in COLL. For further information see Appendix III;
“Eligible Institution”	one of certain eligible institutions as defined in the glossary of definitions to the FCA Handbook;

"ERISA Plan"	(i) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended; or (iii) an entity whose assets include plan assets by reason of a plan's investment in the entity (generally because 25% or more of a class of equity interests in the entity is owned by plans);
"FATCA"	the US Foreign Account Tax Compliance Act, as set out in Sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended from time to time;
"FCA"	the Financial Conduct Authority or any other regulatory body which may assume its regulatory responsibilities from time to time;
"FCA Handbook"	the FCA Handbook of Rules and Guidance, as amended from time to time;
"FCA Register"	the public record, as required by section 347 of the Act (The public record) of every: <ul style="list-style-type: none"> (a) authorised person; (b) AUT; (c) ICVC; (d) recognised scheme; (e) recognised investment exchange; (f) recognised clearing house; (g) individual to whom a prohibition order relates; (h) approved person; and (i) person within such other class (if any) as the FCA may determine; except as provided by any transitional provisions;
"FFI"	Foreign Financial Institution as defined in the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, signed on 12 September 2012;
"Fund"	MI Metropolis Valuefund;

“Haircut”	the margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction. It is represented as a percentage discount that is applied informally to the market value of a stock or the face value of a bond in an attempt to account for the risk of loss that the investment poses;
“HMRC”	HM Revenue and Customs, the UK tax authority;
“Home State”	has the meaning given to that term in the Glossary to the FCA Handbook;
“ICO”	The Information Commissioner’s Office, the UK’s data protection authority for the purposes of Data Protection Laws;
“ICVC”	investment company with variable capital;
“Income Shares”	Shares as may be in issue from time to time in respect of which income allocated thereto is distributed periodically pursuant to the Rules;
“Instrument of Incorporation”	the instrument of incorporation of the Company as amended from time to time;
“Investment Manager”	Metropolis Capital Ltd, the investment manager appointed by the ACD;
“IOSCO”	the International Organisation of Securities Commissions;
“IRS”	Internal Revenue Service, the US tax authority;
“MiFID II”	the legislative framework known as MiFID II as implemented in the UK;
“Net Asset Value” or “NAV”	the value of the Scheme Property of the Company or attributable to a Fund or Class (as the context may require) less the liabilities of the Company or attributable to the Fund or Class concerned as calculated in accordance with the Instrument of Incorporation;
“OEIC Regulations”	the Open-Ended Investment Companies Regulations 2001 as amended or re-enacted from time to time;
“OTC”	over the counter;
“Register”	the register of Shareholders of the Company;
“Registrar”	Apex Fundrock Ltd or such other entity as is appointed to act as Registrar to the Company from time to time;

“Regulations”	the OEIC Regulations and the FCA Handbook (including the COLL Sourcebook);
“Rules”	the rules contained in the FCA Handbook (including the COLL Sourcebook) and any regulations that may be made under section 262 of the Act and for the time being in force;
“Scheme Property”	the scheme property of the Company or a Fund (as appropriate) required under the COLL Sourcebook to be given for safekeeping to the Depositary;
“SDRT”	stamp duty reserve tax;
“Share” or “Shares”	a share or shares in the Company in relation to the Fund (including larger denomination shares, and smaller denomination shares equivalent to one ten thousandth of a larger denomination share);
“Shareholder”	a holder of registered Shares;
“Switch”	the exchange where permissible of Shares of one Class for Shares of another Class and “Switching” shall be interpreted accordingly;
“UCITS Directive”	has the meaning given to that term in the Glossary to the FCA Handbook;
“UCITS scheme”	has the meaning given to that term in the Glossary to the FCA Handbook;
“UK UCITS scheme”	a UK UCITS as defined in the Glossary of definitions in the FCA Handbook;
“United States” or “US”	the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
“US Person”	is a person as described in any of the following paragraphs: <ol style="list-style-type: none"> 1. with respect to any person, any individual or entity that would be a US Person under Regulation S of the 1933 Act. The Regulation S definition is set forth below. Even if you are not considered a US Person under Regulation S, you can still be considered a “US Person” within the meaning of this Prospectus under Paragraphs 2, 3 and 4, below; 2. with respect to any person, any individual or entity that would be excluded from the definition of “Non-United States person” in Commodity Futures Trading Commission (“CFTC”) Rule 4.7. The

definition of "Non-United States person" is set forth below;

3. with respect to individuals, any US citizen or "resident alien" within the meaning of US income tax laws as in effect from time to time. Currently, the term "resident alien" is defined under US income tax laws; or
4. with respect to persons other than individuals, (i) a corporation or partnership created or organised in the United States or under the law of the United States or any state, (ii) a trust where (a) a US court is able to exercise primary supervision over the administration of the trust and (b) one or more US persons have the authority to control all substantial decisions of the trust and (iii) an estate which is subject to US tax on its worldwide income from all sources;

Regulation S definition of US Person

1. Pursuant to Regulation S of the 1933 Act, "**U.S. Person**" means:
 - (i) any natural person resident in the United States;
 - (ii) any partnership or corporation organised or incorporated under the laws of the United States;
 - (iii) any estate of which any executor or administrator is a US person;
 - (iv) any trust of which any trustee is a US person;
 - (v) any agency or branch of a foreign entity located in the United States;
 - (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
 - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised,

incorporated, or (if an individual) resident in the United States; or

- (viii) any partnership or corporation if:
 - (A) organised or incorporated under the laws of any non-US jurisdiction; and
 - (B) formed by a US Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts;

- 2. Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States shall not be deemed a "US Person";
- 3. Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a US Person shall not be deemed a "US Person" if:
 - (i) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by non-US law;
- 4. Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a US Person shall not be deemed a "US Person" if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person;
- 5. Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and

customary practices and documentation of such country shall not be deemed a "US Person";

6. Notwithstanding (1) above, any agency or branch of a US Person located outside the United States shall not be deemed a "US Person" if:
 - (i) the agency or branch operates for valid business reasons; and
 - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located;
7. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans shall not be deemed "US Persons".

The ACD may amend the definition of "US Person" without notice to Shareholders as necessary in order best to reflect then-current applicable US law and regulation. Contact your sales representative for a list of persons or entities that are deemed to be "US Persons";

"Non-United States persons" definition

CFTC Rule 4.7 currently provides in relevant part that the following persons are considered "**Non-United States persons**":

1. a natural person who is not a resident of the United States or an enclave of the US government, its agencies or instrumentalities;
2. a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-US jurisdiction and which has its principal place of business in a non-US jurisdiction;

3. an estate or trust, the income of which is not subject to US income tax regardless of source;
4. an entity organised principally for passive investment such as a pool, investment company or other similar entity; provided, that shares/units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than ten per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being Non-United States persons; and
5. a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States;

“Valuation Point”

the point, either on a periodic basis on each Dealing Day or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the purpose of determining the price at which Shares of a Class may be issued, cancelled or redeemed.

The current valuation point is 16.30 on each Dealing Day. Further details are set out at paragraph 4 below;

“VaR”

Value at Risk;

“VAT”

value added tax;

“1933 Act”

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

“1940 Act”

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

2. DETAILS OF THE COMPANY

2.1 General information

2.1.1 General

MI Metropolis Valuefund (the Company) is an investment company with variable capital incorporated in England and Wales under registered number IC000849 and product reference number 530547 and authorised by the Financial Conduct Authority with effect from 21 January 2011. The Company has an unlimited duration.

Shareholders are not liable for the debts of the Company. A Shareholder is not liable to make any further payment to the Company after he has paid the price on purchase of the Shares.

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

2.1.2 Head Office

The head office of the Company is at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

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/the 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 the Fund.

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.

The Fund of the Company from time to time is designed and managed to support longer-term investment and active trading is discouraged. Short-term or excessive trading into and out of a the Fund may harm performance by disrupting portfolio management strategies and by increasing expenses.

The ACD may at its discretion refuse to accept applications to purchase or to Switch 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 a Fund(s). For these purposes, the ACD may consider an investor's trading history in the Fund(s) or other funds operated by Apex Fundrock Ltd and accounts under common ownership or control.

2.1.6 **Investment Objectives and Policy**

The investment objective and investment policy and Product Reference Number for the Fund is set out in Appendix I.

2.1.7 **Changes to the Company**

Where any changes are proposed to be made to the Company or any the Fund, the ACD will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. If the change is regarded as fundamental, Shareholder approval of the Company or the Fund will be required. If the change is regarded as significant, 60 days' prior written notice will be given to relevant Shareholders. If the change is regarded as notifiable, relevant Shareholders will receive suitable notice of the change.

2.2 **The Structure of the Company**

2.2.1 **The Fund**

The Company is structured as a single cell company.

The Company is a UK UCITS scheme.

The assets of the Fund will be invested in accordance with the investment objective and investment policy applicable to the Fund. Investment of the assets of the Fund must comply with the COLL Sourcebook and the investment objective and policy of the relevant the Fund. Details of the Fund, including their investment objectives and policies, are set out in Appendix I.

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

Please also see paragraph 10 below.

2.2.2 **Shares**

Shares in the Company are not currently listed on or dealt in on any investment exchange. Title to Shares is evidenced by the entry on the Register. Shareholders may, but need not, support an instruction to the ACD by enclosing the contract notice or the most recent annual statement or copies of such documents. Share Certificates are not issued to Shareholders.

Shares have no par value and, within each Class 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.

Shares do not carry preferential or pre-emptive rights to acquire further Shares.

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

Classes of Share within the Fund

The Company may issue multiple Share Classes. The Share Classes that may be issued and their criteria for subscription in respect are set out in Appendix I. Further Classes of Share may be established from time to time by the ACD with the agreement of the Depositary and in accordance with the Instrument of Incorporation and the Regulations.

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

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 the Fund will be adjusted accordingly.

Shareholders are entitled (subject to certain restrictions) to Switch all or part of their Shares in a Class or for Shares of another Class within the same Fund. Further details regarding the Switch facility and the restrictions on Switching are set out in paragraph 3.4 (Switching).

Types of Class of Share

- The Company may issue Income Shares and Accumulation Shares. 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.

Further information regarding income allocation is set out at paragraph 13.3 below.

3. BUYING, REDEEMING AND SWITCHING SHARES

The dealing office of the ACD is normally open from 8.30 a.m. to 4.30 p.m. (London time) on each Business Day to receive postal requests for the purchase, sale and Switching of Shares. The ACD may vary these times at its discretion. Requests to deal in Shares may also be made by telephone or fax or email on each Business Day (at the ACD's discretion) between 8.30 a.m. and 4.30 p.m. (London time) directly to the office of the ACD (telephone: 0345 241 3565 fax: 0845 280 0507 or such other number or address as the ACD may publish from time to time) or via electronic dealing platforms (such as Calastone) for the purchase, redemption and switch of Shares for non-retail clients. In addition, the ACD may

from time to time make arrangements to allow Shares to be dealt with through other communication media.

An application by a potential investor to purchase their first Shares in the Company must, at the discretion of the ACD, be accompanied by an application form.

At present transfer of title by electronic communication is accepted at the ACD's absolute discretion and the ACD may refuse electronic transfers.

A request for dealing in Shares must be received by 4.30pm 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.

Telephone calls may be recorded. The ACD may also, at its discretion, introduce further methods of dealing in Shares in the future.

3.1 **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 or is unable 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.

3.2 **Buying Shares**

3.2.1 **Procedure**

Shares may be bought directly from the ACD or through a professional adviser or such other intermediary or method as the ACD may from time to time specify.

Application forms may be obtained from the ACD.

Valid applications to purchase Shares in a Fund will be processed at the Share price calculated, based on the Net Asset Value per Share, at the next Valuation Point following receipt of the application, except in the case where dealing in a Fund has been suspended as set out in paragraph 3.10. For information regarding the pricing of Shares, see paragraphs 4.3 to 4.6 below.

A purchase of Shares in writing or by telephone or any other communication method 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.

Settlement is due within four Business Days of the Valuation Point at which the application to purchase the Shares is processed. 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. Payment in full should be received no later than the fourth Business Day. For postal applications payment in full must accompany the application. The ACD reserves the right to require payment in advance. The applicant remains liable for any loss incurred by the Company in the case of non-settlement.

At the ACD's discretion, payment for large purchases of Shares may be made by telegraphic transfer.

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. 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.

The ACD may charge £50 each time a trade is not fulfilled by the end of the Business Day on the settlement date. The ACD also reserves the right to apply interest charges at 4% above the Bank of England Base Rate on the value of any settlement not received by the end of the Business Day on the settlement date and thereafter. No interest will be paid on funds held prior to investment. Shares that have not been paid for cannot be redeemed.

For details of dealing charges see paragraph 3.5 below.

3.2.2 **Right to cancel**

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 confirmation 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. The ACD may extend cancellation rights to other investors but is under no obligation to do so.

3.2.3 **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 Valuation Point by reference to which the price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

Registration of Shares can only be completed by the ACD upon receipt of any required registration details. These details may be supplied in writing to the ACD or by returning to the ACD the properly completed registration form and copy of the confirmation.

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

3.2.4 **Minimum Subscriptions and Holdings**

The minimum initial subscriptions, subsequent subscriptions and holdings levels for each Class of Share in the 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, Switch or transfer, a holding in any Class of Share should fall below the minimum holding for that Class, the ACD has the 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, Switch or transfer does not remove this right.

3.3 **Redeeming Shares**

3.3.1 **Procedure**

Valid instructions to the ACD to redeem Shares in the Fund will be processed at the Share price calculated, based on the Net Asset Value per Share, at the next Valuation Point following receipt of the instruction, except in the case where dealing in the Fund has been suspended as set out in paragraph 3.10. For information regarding the pricing of Shares, see paragraphs 4.3 to 4.6 below.

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.

Shareholders are entitled to Switch, transfer and redeem Shares at any time.

For details of dealing charges see paragraph 3.5 below.

3.3.2 **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 telegraphic transfer in accordance with any instruction received (the ACD may recover by deduction from the redemption proceeds any bank charge levied on such transfers). Instructions to make payments to third parties (other than intermediaries associated with the redemption) will not normally be accepted.

Payment of redemption proceeds 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 and any required anti-money laundering related documentation, and (b) the Valuation Point following receipt by the ACD of the request to redeem.

3.3.3 **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 to be redeemed is less than the minimum stated in respect of the appropriate Class in the Fund in question (see Appendix I).

3.4 **Switching**

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

A request to Switch may be made in writing or by such other communication method as specified by the ACD to the dealing office of the ACD. Telephone Switching instructions may be given but Shareholders are required to provide written confirmation of such instructions to the ACD (which, in the case of joint Shareholders, must be signed by all the joint Shareholders) before a Switch will be effected.

The ACD may at its discretion make a charge on the Switching of Shares between 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 3.5.3 "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 on 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 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 the Fund.

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.

A Shareholder who Switches Shares (between Classes of Shares) will not be given a right by law to withdraw from or cancel the transaction.

If Shareholders have any doubt regarding the action to be taken, they should consult their solicitor, accountant or other professional adviser.

3.5 Dealing Charges

The price per Share at which Shares are bought, redeemed or Switched is the Net Asset Value 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.

3.5.1 Initial charge

The ACD may impose a charge on the purchase of Shares in each Class. The initial charge is calculated as a percentage of the gross subscription amount to be invested by a potential Shareholder. The current initial charge in respect of each Class of the Fund 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 the subscription monies received and the balance invested) is payable by the Shareholder to the ACD.

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

From the initial charge received, or out of its other resources, the ACD may pay a commission to relevant intermediaries including the Investment Manager and its Associates to the extent permitted by the Regulations.

3.5.2 Redemption Charge

The ACD currently does not impose a charge on the redemption of Shares

The ACD may only introduce a new redemption charge in accordance with the Regulations.

3.5.3 Charges on Switching

On the Switching of Shares between Classes in the Company, the Instrument of Incorporation authorises the Company to impose a charge on Switching. There are currently no charges on switching between Classes.

3.5.4 **Dilution Levy**

The actual cost of purchasing, selling or Switching underlying 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 the Fund's underlying investments. These dealing 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 make a "**dilution levy**" on the purchase, redemption or Switch of Shares in a Fund. A dilution levy is a separate charge of such amount or at such rate as is determined by the ACD to be made for the purpose of reducing the effect of dilution. This amount is not retained by the ACD, but is paid into the relevant Fund.

The dilution levy is calculated by reference to the costs of dealing in the underlying investments of the relevant the Fund, including any dealing spreads, commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of purchases and redemptions. It is not possible to predict accurately whether dilution would occur at any point in time.

The ACD's policy is that it may require a dilution levy on the purchase and redemption of Shares if, in its opinion, the existing Shareholders (for purchases) or remaining Shareholders (for redemptions) might otherwise be adversely affected. For example, the dilution levy may be charged in the following circumstances: where the Scheme Property of a Fund is in continual decline; on a Fund experiencing large levels of net purchases relative to its size; on "**large deals**" (typically being a purchase or redemption of Shares to a size exceeding 5% of the Net Asset Value of the relevant Fund); in any case where the ACD is of the opinion that the interests of existing or remaining Shareholders require the imposition of a dilution levy.

This policy is intended to mitigate the dilutive effect of Shareholder transactions on the future growth of the Company.

If a dilution levy is required then, based on future projections the estimated rate of such a levy may be up to 1% of the value of the Shares being purchased, redeemed or switched (as appropriate). On the occasions when a dilution levy is not applied, there may be an adverse impact on the total assets of the relevant Fund.

The ACD, in its absolute discretion, may waive or reduce the dilution levy. The ACD may alter its current dilution policy in accordance with the Regulations.

Based on future projections and on its experience of managing the Company the ACD is unlikely to impose a dilution levy unless it considers that the dealing costs relating to a Shareholder transaction are significant and will have a material impact on the Fund.

3.5.5 **Stamp Duty Reserve Tax ("SDRT")**

SDRT is generally not chargeable on the surrender of Shares in a UK open-ended investment company. A surrender of Shares to the Company will therefore generally be exempt from SDRT. However, an *in specie* redemption of Shares made otherwise than on a pro rata basis

will be subject to an SDRT charge. Where a chargeable transaction occurs the Shareholder will be liable for SDRT at 0.5% of the consideration given for the Company assets acquired on redemption.

3.6 **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. The ACD may refuse to register a transfer on reasonable grounds.

3.7 **Restrictions, Compulsory Transfer, Redemption and Conversion**

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 or Switching of Shares.

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

- 3.7.1 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
- 3.7.2 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); or
- 3.7.3 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
- 3.7.4 are owned by a Shareholder who is registered in a jurisdiction (where the Company is not registered or recognised by the relevant competent authority) whereby communication with that Shareholder by the ACD, on behalf of the Company, 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);

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 30 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.

3.8 **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.

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.

3.9 **In specie Redemptions**

If a Shareholder requests the redemption of Shares the ACD may, where it considers that deal to be substantial in relation to the total size of a Fund or in some way detrimental to the Fund, arrange for Scheme Property having the appropriate value to be transferred to the Shareholder (an "**in specie transfer**"), in place of payment for the Shares in cash.

The ACD will select the property to be transferred in consultation with the Depositary. The ACD and Depositary must ensure that the selection is made with a view to achieving no more advantage or disadvantage to the Shareholder requesting the redemption than to the continuing Shareholders.

3.10 **Suspension of Dealings in Shares**

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 Fund where due to exceptional circumstances it is in the interests of all the Shareholders in the relevant Fund.

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 Shares are 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.

3.11 **Electronic Communications**

At present, transfer or renunciation of title to Shares by electronic communication is accepted at the ACD's absolute discretion and the ACD may refuse electronic transfers.

The ACD will accept instructions to transfer or renunciation of title to Shares on the basis of an authority communicated by electronic means and sent by the Shareholder, or delivered on their behalf by a person authorised by the FCA, subject to:

3.11.1 prior agreement between the ACD and the person making the communication as to:

- (a) the electronic media which communication can be delivered; and
- (b) how the communication will convey the necessary authority;

3.11.2 assurance from any person who may give authority on behalf of the Shareholder that they will have obtained the required appointment in writing from the Shareholder; and

the ACD being satisfied that any electronic communications purporting to be made by a Shareholder or their agent are in fact made by that person.

3.12 **Electronic Verification**

Under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, The Proceeds of Crime Act, The FCA Senior Management Arrangements Systems & Controls Sourcebook and the guidance in the Joint Money Laundering Steering Group Guidance Notes (which are updated from time to time), the ACD state that the ACD must check an applicant's identity and, in certain circumstances, the source of the money invested. The ACD may also request verification documents from the applicant or parties associated with the applicant. In some cases, documentation may be required for officers performing duties on behalf of applicants who are bodies corporate. The checks may include an electronic search of information held about the applicant (or an associated party) on the electoral role and using credit reference agencies. The credit reference agency may check the details the

applicant (or an associated party) supplies against any particulars on any database (public or otherwise) to which they have access and may retain a record of that information although that is only to verify identity and will not affect the applicant's (or an associated party's) credit rating. They may also use the applicant's (or an associated party's) details in the future to assist other companies verification purposes. In applying for Shares an applicant is giving the ACD permission to ask for this information in line with Data Protection Laws. If an applicant invests through a financial adviser they must fill an identity verification certificate on their behalf and send it to the ACD with the application.

3.13 **Client Money**

In certain circumstances (including in relation to the purchase and redemption of Shares), money in respect of Shares will be transferred to a client money bank account with an Approved Bank that the ACD may from time to time select until such transactions can be completed. Money transferred to a client money account will be held in accordance with the FCA Client Money Rules relating to the holding of client money.

The purpose of utilising client money accounts is to protect Shareholders should the ACD become insolvent during such a period. All client money bank accounts are non-interest bearing and therefore no interest is due or payable to the Shareholders where client money balances are held.

Client money may be held with an Approved Bank outside the UK. In such case, the relevant accounts will be subject to the laws of that state and the client money may be treated in a different manner from that which would apply if the client money were held by a party located in the UK.

Where client money is deposited into an account with an Approved Bank, the Approved Bank may have a security interest or lien over, or right of set-off in relation to such money, to the extent the ACD is permitted to grant such rights by the Client Money Rules.

The ACD may hold client money in an omnibus account which means that Shareholder's money may be held in the same account as that of other Shareholders. In an insolvency event Shareholders would not have a claim against a specific amount in a specific account. Shareholders would claim against the client money pool in general. Pooled property in omnibus accounts held by the ACD may be used for the account of any of the relevant Shareholders.

The ACD will not be responsible for any loss or damages suffered by Shareholders because of any error or action taken or not taken by any third parties holding client money in accordance with the Client Money Rules, unless the loss arises because the ACD has been negligent or acted fraudulently or in bad faith.

However, if the Approved Bank or Banks cannot repay all the persons to whom it owes money, any shortfall may have to be shared proportionally between all its creditors including Shareholders.

Transfer of business

Except in respect of de minimis sums transferred in accordance with the Client Money Rules (where Shareholder consent is not required), Shareholders agree that the ACD may transfer to another person, as part of a transfer of business to that person, client money balances, provided that:

(a) the sums transferred will be held for the relevant Shareholder by the person to whom they are transferred in accordance with the Client Money Rules; or

(b) if not held in accordance with (a), the ACD will exercise all due skill, care and diligence in assessing whether the person to whom the client money is transferred will apply adequate measure to protect these sums.

For the purpose of this paragraph, de minimis shall mean £25 for retail investors and £100 for all other investors.

Unclaimed balances

In certain circumstances, if the ACD has lost touch with a Shareholder and there has been no movement on the account (notwithstanding any payments or receipts of charges, interest or similar items), the ACD will be permitted to pay the Shareholder's client money balance to charity after six years. At this point, the ACD shall cease to treat such money as client money. The ACD will not do so until reasonable efforts have been made to contact the Shareholder in accordance with the Client Money Rules. The Shareholder will still be entitled to recover this money from the ACD at a later date irrespective of whether the ACD has paid the money to charity.

3.14 Governing Law

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

4. VALUATION OF THE COMPANY

4.1 General

The price of a Share is calculated by reference to the Net Asset Value of the Fund. The Net Asset Value per Share of a Fund is calculated at 4.30pm (London Time – this being the Valuation Point) on each Dealing Day.

The ACD may at any time during a Business Day carry out an additional valuation if it considers it desirable to do so. 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 dealings.

The ACD will, upon completion of each valuation, notify the Depositary of the price of Shares, of each Class and the amount of any dilution levy applicable 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 Scheme Property 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 paragraph 4.2.2.6 below) or a contingent liability transaction shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:

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 redemption prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the redemption price has been increased by any exit or redemption charge attributable thereto; or
- (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 OTC 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 to 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.
 - 4.2.2.7 Any other property of the Company will be valued at what, in the opinion of the ACD, represents a fair and reasonable mid-market price.
- 4.2.3 Scheme Property which is a contingent liability transaction shall be treated as follows:
- 4.2.3.1 if it is a written option (and the premium for writing the option has become part of the Scheme Property), deduct the amount of the net valuation of premium receivable. If the Scheme Property is an off exchange option the method of valuation shall be agreed between the ACD and the Depositary;
 - 4.2.3.2 if it is an off exchange future, include it at the net value of closing out in accordance with a valuation method agreed between the ACD and the Depositary;
 - 4.2.3.3 if it is any other form of contingent liability transaction, include it at the net value of margin on closing out (whether as a positive or negative value). If the Scheme Property is an off exchange derivative, include it at a valuation method agreed between the ACD and the Depositary.
- 4.2.4 In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
- 4.2.5 Subject to paragraphs 4.2.6 and 4.2.7 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.
- 4.2.6 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 4.2.5.
- 4.2.7 All agreements are to be included under paragraph 4.2.5 which are, or ought reasonably to have been, known to the person valuing the Scheme Property.
- 4.2.8 Deduct an estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax,

income tax, corporation tax, VAT, stamp duty, SDRT and any foreign taxes or duties.

- 4.2.9 Deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax or duty thereon, treating periodic items as accruing from day to day.
- 4.2.10 Deduct the principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings.
- 4.2.11 Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
- 4.2.12 Add any other credits or amounts due to be paid into the Scheme Property.
- 4.2.13 Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.
- 4.2.14 Currencies or values in currencies other than Sterling shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

4.3 **Fair value pricing**

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.

4.4 **Price per Share in Each Class**

The price per Share at which Shares are bought or are redeemed is the Net Asset Value 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.

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. Shares in the Company are single priced.

4.6 **Publication of Prices**

The prices of all Shares are published on www.fundrock.com. 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 in other third party websites or 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. The prices of Shares may also be obtained by calling 0345 241 3565 during the ACD's normal business hours.

5. **RISK FACTORS**

Potential investors should carefully consider whether an investment in Shares of a Fund is suitable for them in the light of their circumstances and financial resources. Potential investors should consider the risk factors set out below and also the additional risk factors for the Fund set out under the details for the Fund in Appendix I.

Investors in the Company should recognise that investing in the Company involves special considerations not typically associated with investing directly in securities. Investing in the Company should not be considered a complete investment programme by any investor.

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

Prospective investors are recommended to seek professional advice prior to making any investment.

5.1 **Investment and Market Risk**

The underlying 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 the Fund will actually be achieved and no warranty or representation is given to this effect. The level of any yield for a Fund may be subject to fluctuations and is not guaranteed.

The entire market of a particular asset class or geographical sector may fall, having a more pronounced effect on funds heavily invested in that asset class or region. There will be a variation in performance between funds with similar objectives due to the different assets selected.

5.2 **Historical Performance**

Past performance is not a reliable indicator of future performance.

5.3 **Conflicts of Interest**

The ACD, the Investment Manager and the Administrator and/or their respective affiliates and persons connected with them may from time to time act as director, investment manager, adviser, custodian, registrar, broker, administrator, distributor or dealer in relation to, or be otherwise involved in, other investment funds which have similar or different objectives to those of the Company. There is no limit on the number of customers each may have. It is, therefore, possible that any of them may, in the course of such business, have potential or actual conflicts of interest with the Company and Shareholders. Each will, at all times, have regard to its obligations to the Company and will endeavour to ensure that such conflicts are resolved fairly and in accordance with applicable law.

Where a conflict cannot be avoided, The ACD and the Investment Manager will have regard to their respective obligations to act in the best interests of the Fund so far as practicable, having regard to their obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise. The ACD and the Investment Manager will ensure that investors in affected Funds are treated fairly and that such transactions are effected on terms which are not less favourable to a Fund than if the potential conflict had not existed.

Such potential conflicts may arise because an employee, associate or contractor of the Investment Manager or the ACD:

- (a) undertakes business for other clients, shareholders or investors in the Fund;
- (b) is a director of, holds or deals in securities of, or is otherwise interested in, any company the securities of which are held by or dealt in on behalf of the Fund;
- (c) is a director of or has an interest in an investor in the Fund.

Instances may also arise where the Investment Manager is engaged in other substantial activities apart from the activities described in this Prospectus and may therefore devote to the Company only as much time as is reasonably necessary, in their judgement, for their respective duties.

The ACD is a director of more than one company. It will seek to ensure that any conflict of interest of which it is aware is resolved fairly.

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

Investors should also note paragraph 5.4 below, which provides further information regarding potential conflicts of interest.

The foregoing and other information in this Prospectus does not purport to be a complete list of all potential conflicts of interest involved in an investment in the Fund.

5.4 Allocation of Investment Opportunities and Other Accounts

The Investment Manager, and any of its affiliates or any person connected with them may invest in, directly or indirectly, or manage or advise or distribute other investment funds or accounts which invest in assets which may also be purchased or sold by the Company. Neither the Investment Manager nor any of its affiliates nor any person connected with them is under any obligation to offer investment opportunities of which any of them becomes aware to the Company and to account to the Company in respect of (or share with the Company or inform the Company) any such transaction or any benefit received by any of them from any such transaction.

In particular, the Investment Manager is not obliged to accord exclusivity or priority to clients in the case of limited investment opportunities arising from the application of capacity limits or other factors. There is no limit on the number of portfolios, private funds and/or clients that the Investment Manager may manage or advise. The Investment Manager may have financial incentives to favour certain clients over others. Even if the Investment Manager does not have such financial incentives, it is required to allocate limited resources among the various portfolios. The Investment Manager seeks to allocate investment opportunities, and treat all similarly situated clients, fairly to the extent such opportunities are determined to be appropriate for the relevant clients. Although allocations may be pro rata among participating clients, they will not necessarily be so where the Investment Manager's allocation policies dictate a different result. There can be no assurance that a particular order or investment opportunity will be allocated in a particular manner. The performance of certain clients may differ even though their investment objectives may be substantially the same or similar.

5.5 **Dependence on the Investment Manager**

The Investment Manager has authority to control the investment management of the Fund as set out at Appendix I. If for any reason the Company or the Fund loses the services of the Investment Manager, the Company or Fund may be adversely affected.

5.6 **Future Regulatory Change is Impossible to Predict**

The securities market is, and the commodity interest markets are, subject to comprehensive statutes, regulations and margin requirements. In addition, certain country regulators and the exchanges are authorized to take extraordinary actions in the event of a market emergency, including, for example, the retroactive implementation of speculative position limits or higher margin requirements, the establishment of daily price limits and the suspension of trading. The regulation of securities and commodity interests is a rapidly changing area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on hedge funds, in general, and the Fund, in particular, is impossible to predict, but could be substantial and adverse.

5.7 **Effect of Initial Charge or Redemption Charge**

Where an initial charge or redemption charge is imposed, an investor who realises his Shares may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested. Details regarding the initial charge and redemption charge for each Class are set out in Appendix I.

Where a redemption charge is payable, investors should note that the percentage rate at which the redemption charge is calculated is based on the value of the redeemed Shares 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.

Information regarding the Dealing Charges is set out at paragraph 3.5 above.

5.8 **Dilution**

A Fund may suffer a reduction in the value of its Scheme Property due to dealing costs incurred when buying and selling investments. To offset this dilution effect the ACD may impose a dilution levy to be paid by an investor buying Shares in addition to the purchase price of the Shares or to be deducted from the redemption proceeds for an investor selling Shares. Information regarding the effects of dilution and circumstances in which a dilution levy may be imposed is set out at paragraph 3.5.4 above.

5.9 **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. Information regarding the procedure that will be following in the event of a suspension is set out at paragraph 3.10 above.

5.10 **Compulsory Winding-up of the Company**

Investors should note that the Company may be wound up, at the ACD's discretion, if the Share capital of the Company or the Net Asset Value of the Fund

is below £5 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.

5.11 **Currency Exchange Rates**

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

5.12 **Inflation and Interest Rates**

The real value of any returns that an investor may receive from the Fund could be affected by interest rates and inflation over time.

5.13 **Tax**

Tax laws currently in place may change in the future which could affect the value of your investments. See the section headed 'Taxation' at paragraph 11 below for further details about the taxation of the Fund.

5.14 **Custody**

Where the assets of the Company are held in custody, there may be a risk of loss that could result from, negligence or fraudulent action of a custodian or sub-custodian. Investors should note that the list of sub-custodians is updated only at each Prospectus review.

5.15 **Counterparty Risk including Settlement Risk**

The Company will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes.

It should be noted that transactions may not always be settled by delivery versus payment and this may expose the Company to greater counterparty risk and potentially to loss in excess of the counterparty's obligations to the Company.

Where assets of the Company have been deposited as margin with a broker or posted as collateral, they will not necessarily be held in a segregated account and as such may be available to creditors of the broker in the event of its insolvency.

Regarding the counterparty risk associated with OTC transactions, see paragraph 5.18 below.

5.16 **Liquidity**

In extreme market conditions it may be difficult for a Fund to realise an investment at short notice without suffering a discount to market value. In such circumstances the investor may suffer a delay in realising his investment or may incur a dilution levy.

Depending on the types of assets the Fund invest in, there may be occasions where there is an increased risk that a position cannot be liquidated in a timely manner at a reasonable price.

5.17 **Derivatives and Volatility**

The Fund may enter into transactions in derivatives, including futures, forwards and options in accordance with the Regulations and in particular the COLL

Sourcebook. Derivative transactions may be used for the purposes of EPM, hedging or meeting the investment objectives of the Fund.

- To the extent that derivative instruments are utilised for hedging purposes, the risk of loss to the Fund may be increased where the value of the derivative instrument and the value of the security or position to which it is referenced prove to be insufficiently correlated.
- Where a Fund invests in derivatives in the pursuit of its investment objective, the net asset of the Fund may at times be volatile. While the prudent use of derivatives can be beneficial, derivatives also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. The Fund may engage various strategies in view of reducing certain of its risks and for attempting to enhance return. These strategies may include the use of derivatives instruments such as options, warrants, swaps and/or futures. Such strategies may be unsuccessful and incur losses for the Fund, due to market conditions.

Specific risk warnings regarding certain types of derivative transaction and the techniques that may be utilised are set out at paragraphs 5.20 to 5.25 below.

5.18 **Over-the-Counter (OTC) Transactions**

Each Fund may utilise OTC derivatives, including forwards, futures, options and swaps, as indicated in the investment policy of each Fund in Appendix I. These instruments are highly volatile and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, depending on the type of instrument, a relatively small movement in the price of a contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited. Transactions in OTC derivatives may involve additional risk as there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk.

The use of OTC derivatives and other instruments presents various special risks, including but not limited to the following.

(i) *Tracking*

When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the derivative instrument and the underlying investment sought to be hedged or to which exposure is sought may result.

(ii) *Counterparty Risk*

OTC contracts are privately negotiated two-party contracts with price and other terms negotiated by the buyer and the seller and with no third party clearing house or other guarantor of either party's obligations, whereas exchange traded transactions are typically carried out using standardised contract terms and are usually cleared through highly capitalised central clearing houses. The risk of non-performance by the obligor on such an instrument exposes the Company to far greater risk than would be the case in an equivalent exchange traded transaction. Similarly, the Investment Manager will usually need to dispose of, or enter into, closing-out transactions with respect to such transactions with the original counterparty and is therefore dependent upon that counterparty's ability/ willingness to do so and

the price quoted by such counterparty. Finding a third party to take over such a contract may be very difficult, or even impossible, due to the tailored nature of the transactions the Investment Manager will enter into. Any such failure or refusal or default by such counterparty, whether due to insolvency, bankruptcy or other causes, could subject the Company to substantial losses.

Financial instruments not traded on exchanges are not subject to the same type of governmental, self-regulatory and other rules and regulations as exchange-traded instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with such transactions. The counterparty to an over-the-counter transaction may not be subject to the same credit evaluation and regulatory oversight as are members of exchange-based markets. The same may be true with respect to transactions traded on certain types of alternative exchanges (e.g., exempt commercial markets) that are less regulated than traditional securities, commodities and futures exchanges.

The primary and secondary vendors for generic valuations are provided by Sungard (IDC and Telekurs). The value of any OTC derivative contracts shall be sourced from independent price vendors, Markit and Standard & Pools. The valuation will be approved or verified at least daily, independently of the counterparty.

5.19 **Exposure in relation to Derivatives**

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

5.20 **Futures and Options on Futures**

Due to the small amount of margin required, trading in futures involves a high degree of leverage. It is not always possible to execute a buy or sell order for futures contracts at the desired price, or to close out an open position, due to market conditions and/or price fluctuations. When the market price of certain futures contracts reaches its daily price fluctuation limit, no trades or only a limited number of trades can be executed. Daily price fluctuation limits are established by some of the exchanges on which the Company will trade and approved by appropriate regulatory bodies. The holder of a futures contract may therefore be locked into a position for several days or more and during an adverse price move may lose considerably more than the initial margin paid to establish a position. For certain futures instruments, the daily price fluctuation limits may apply throughout the life of the contract. Difficult or impossible execution also occurs in thinly traded markets.

In entering into futures contracts and options on futures contracts, there is a credit risk that a counterparty will not be able to meet its obligations. The counterparty for futures contracts and options on futures contracts traded in the United States exchanges is the clearinghouse associated with such exchange. In general, clearinghouses are backed by the corporate members of the clearinghouse who are required to share any financial burden resulting from the non-performance by one of its members and, as such, should significantly reduce this credit risk. In cases where the clearinghouse is not backed by the clearing members, it is normally backed by a consortium of banks or other financial institutions. There

can be no assurance that any counterparty, clearing members or clearinghouse will be able to meet its obligations to the Company.

5.21 **Futures Cash Flow**

Futures contracts gains and losses are marked-to-market daily for purposes of determining margin requirements. Option positions generally are not, although short option positions will require additional margin if the market moves against the position. Due to these differences in margin treatment between futures and options, there may be periods in which positions on both sides must be closed down prematurely due to short-term cash flow needs. Were this to occur during an adverse move in the spread or straddle relationships, a substantial loss could occur.

5.22 **Equity Swaps**

An equity swap, often referred to as a contract for difference ("**CFD**"), is a type of derivative instrument. It is a contract between two parties, buyer and seller, stipulating that the seller will pay to the buyer the positive difference between the current value of an asset (a security, instrument, basket or index) and its value when the contract was first entered into. If the difference is negative, then the buyer pays this amount to the seller.

Equity swaps allow investors to take synthetic long or synthetic short positions with a variable margin, which, unlike futures contracts, have no fixed expiry date. Unlike shares, with equity swaps, the buyer is potentially liable for more than the amount they paid on margin. The Fund will therefore employ risk management techniques to ensure it can dispose of the necessary assets at any time in order to pay redemption proceeds resulting from redemption requests and to meet its obligations resulting from equity swaps and other techniques and instruments.

5.23 **Currency Swaps**

A currency swap is an agreement negotiated between two parties to exchange the return on cash for the return on varying currencies. The Investment Manager may enter into currency swap contracts to take a view, both positive and negative, on the direction of currency movements.

5.24 **Short Sales**

A short sale involves the sale of a security that the Fund does not physically own in the expectation of purchasing the same security at a later date at a lower price to secure a profit. The COLL Sourcebook prohibits the short selling of physical securities but allow the creation of synthetic-short positions through the use of cash settled derivatives such as equity swaps (or CFDs), as long as any exposure created is covered by the assets of the Fund. The establishment and maintenance of a synthetic short position in equities can involve greater risks than would be the case with a long position. These include the possibility of unlimited loss due to potentially unlimited price appreciation in the securities concerned, problems associated with the cost or availability of stock to borrow for the purposes of short selling and possible difficulties in purchasing stock to cover short positions in certain market conditions.

5.25 **Leverage**

Where deemed appropriate, and subject to the UCITS Directive and COLL, a Fund may employ leverage by techniques including, without limitation, entering into derivatives transactions. A proportion of the capital may be leveraged. While

leverage presents opportunities for increasing the capital return, it has the effect of potentially increasing losses as well. Any event which adversely affects the underlying vehicles would be magnified to the extent the capital is leveraged. The cumulative effect of the use of leverage in a market that moves adversely to the underlying investment vehicles could result in a substantial loss to capital that would be greater than if capital were not leveraged. In addition to creating the prospect of increased profitability, leverage increases the risk of loss and the volatility of a Fund.

Leverage is part of the Fund's strategy and there can be no assurance that the Company will be able to obtain or maintain adequate financing arrangements to meet the trading strategy for the Fund. Financing has historically not been, and is in the future expected not to be, provided on a fixed term or 'committed' basis and any such financing may therefore be terminable on no, or very short, notice by the providers, who will typically be a broker or other market counterparties.

Moreover, as a general matter, the banks and dealers that provide financing to the Company can apply and vary at short notice the margin, 'Haircut' and financing terms, as well as security and collateral valuation policies. Changes by banks and dealers in such policies and terms, or the imposition of other credit limitations or restrictions, whether due to market circumstances or government, regulatory or judicial action, may result in large margin calls, loss of financing, forced liquidations of positions at disadvantageous prices, early termination of swap and repurchase agreements and cross-defaults to agreements with other dealers. Any such adverse effects may be exacerbated in the event that such limitations or restrictions are imposed suddenly and/or by multiple market participants. The imposition of any such limitations or restrictions could compel the Company to liquidate all or part of the portfolio of the Fund at disadvantageous prices, perhaps leading to substantial losses.

5.26 **Measurement of Market Risk and Leverage using the Commitment Approach and VaR**

The market risk and leverage created through the use of derivatives will be monitored by using either the commitment approach or by using a sophisticated risk measurement technique known as "value-at-risk" (VaR) depending on the risk profile of the strategies pursued by the Fund. The commitment approach calculates leverage by measuring the market value of the underlying exposures of Financial Derivative Instruments relative to the Fund's Net Asset Values. VaR is a statistical methodology that predicts, using historical data, the likely maximum daily loss that a Fund could suffer, calculated to a specific (e.g. 99%) confidence level. Using a 99% confidence interval, there is, therefore, a 1% statistical chance that the daily VaR limit may be exceeded.

Where an "absolute" VaR model is used, the VaR of the Fund may not exceed 20% of the Net Asset Value of the Fund, based on a 20 day holding period and a 99% confidence interval. Where a "relative" VaR model is used, the VaR may not exceed twice the VaR of the derivatives free benchmark or equivalent portfolio.

Information regarding whether a Fund uses leverage is set out in Appendix I. The ACD maintains a risk management policy covering the approach to the measurement of leverage.

5.27 **Credit and Fixed Interest Securities**

Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates go up, the value of capital may fall, and vice versa. Inflation will also decrease the real value of capital.

The value of a fixed interest security will fall in the event of the default or reduced credit rating of the issuer. Generally, the higher the rate of interest, the higher the perceived credit risk of the issuer. High yield bonds with lower credit ratings (also known as sub-investment grade bonds) are potentially more risky (higher credit risk) than investment grade bonds. A sub-investment grade bond has a Standard & Poor's credit rating of below BBB or equivalent.

5.28 **Structured Products**

The Fund may invest in structured products in accordance with COLL. For the purposes of the FCA Rules, structured products may be regarded as transferable securities, collective investment schemes or derivatives depending on the product in question. The common feature of these products is that they are designed to combine the potential upside of market performance with limited downside. Structured products typically are investments which are linked to the performance of one or more underlying instruments or assets such as market prices, rates, indices, securities, currencies and commodities and other financial instruments that may introduce significant risk that may affect the performance of the Fund.

It is not intended to use structured products in the context of the Fund.

However, in addition to providing exposure to the asset classes described in the investment objective, it is anticipated that, if such use did take place, it should assist with keeping the volatility levels of the Fund relatively low.

5.29 **Emerging Markets Risk**

Investment by a Fund in emerging markets may involve a higher than average degree of risk. Some emerging markets may have relatively unstable governments, less 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.

Investors should consider whether or not investment in a Fund which may have exposure to emerging markets is suitable and whether it should constitute a substantial part of the investor's portfolio.

Certain risks associated with emerging markets are summarised below.

- Companies in emerging markets may not be subject:
 - to accounting, auditing and financial reporting standards, practices and disclosure requirements comparable to those applicable to companies in major markets;
 - to the same level of government supervision and regulation of stock exchanges as countries with more advanced securities markets;

5.30 **Investment into Other Funds**

The Fund may invest in other regulated collective investment schemes in accordance with the Fund's investment strategy. The Fund, and consequentially investors, will be exposed to the underlying assets of any collective investment scheme in which the Fund invests and the risks associated with those underlying assets. In addition, as an investor in another collective investment scheme, the 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. The underlying manager's fees and expenses are deducted from the underlying fund prior to the assets of the fund being valued. Consequently, any fees deducted by the manager of any chosen underlying fund are excluded from the published fee calculations for the Fund.

5.31 **Cyber Security**

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

5.32 **Risks related to pandemics and public health issues**

Epidemics, pandemics, outbreaks of disease, public health issues such as COVID-19 (or other novel coronaviruses), Ebola, H1N1 flu, H7N9 flu, H5N1 flu, and Severe Acute Respiratory Syndrome (SARS) could materially adversely affect the ACD and any third party service provider it appoints, as well as the activities, operations and investments of the Fund.

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

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

Investment Manager) and the Fund could be adversely affected by more stringent travel restrictions (such as mandatory quarantines and social distancing), additional limitations on the ACD, or its service providers' (including the Investment Manager's) and the Fund's operations and business activities and governmental actions limiting the movement of people and goods between regions and other activities or operations.

5.33 **Political Risks**

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

6. MANAGEMENT AND ADMINISTRATION

6.1 Authorised Corporate Director

6.1.1 General

The ACD is Apex Fundrock Ltd, a private company limited by shares incorporated in England and Wales on 18 May 2007 under registration number 06252939. The ACD is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, EC20 1JN.

The directors of the ACD are:-

A C Deptford

P J Foley-Brickley

S J Gunson

D Phillips*

L A Poynter

J Thompson*

* Independent Non-Executive Director.

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

Registered Office: Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

Principal Place of Business: Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

Share Capital: £2,075,000 issued and paid up.

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

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.

It has therefore delegated to the Investment Manager the function of managing the investment and reinvestment of the assets of the Fund (as further explained in paragraph 7.1 below). The ACD has, in terms of a separate distribution agreement, delegated to the Investment Manager the responsibilities for distribution and marketing of the Shares (hereafter the "**Distributor**"), and pursuant to which the Distributor has the right to appoint sub-distributors upon terms acceptable to the ACD. The ACD also acts as Registrar (as further explained in paragraph 7.2 below).

6.1.2 **Terms of Appointment**

The appointment of the ACD has been made under an agreement between the Company and the ACD, as amended from time to time (the **"ACD Agreement"**). A copy of the Agreement is available to investors and will be sent on request.

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.

The ACD may not retire voluntarily except on the appointment of a new ACD. The appointment of the ACD may be terminated by resolution of the Company in a general meeting provided that no such notice takes effect until the appointment of a successor authorised corporate director. The ACD Agreement contains detailed provisions relating to the responsibilities of the ACD and excludes it from any liability to the Company for various acts or omissions, except to the extent that the Company suffers loss by the ACD's negligence, default, breach of duty or breach of trust in its performance of duties and obligations under the ACD Agreement.

The ACD Agreement provides indemnities to the ACD against all actions, claims, costs, expenses, charges, losses, damages and liabilities incurred or suffered by the ACD, in or about the execution or exercise of its powers or duties or authorities or discretions as ACD, other than in respect of its negligence, default, breach of duty or breach of trust, or to the extent that it is a liability which has been actually recovered from another person.

Subject to certain limited exceptions set out in the Regulations, the ACD may retain the services of any person to assist it in the performance of its functions. Details of the fees payable to the ACD are set out in paragraph 8.1 "Charges payable to the ACD" below.

The ACD is under no obligation to account to the Company for any profit it makes in connection with any business similar to, or in competition with, the Company.

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

6.2 **The Depositary**

6.2.1 **General**

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

The Depositary is authorised and regulated by the Financial Conduct Authority.

The Depositary's ultimate holding company is Northern Trust Corporation, a company which is incorporated in the State of Delaware,

United States of America, with its headquarters at 50 South La Salle Street, Chicago, Illinois.

6.2.2 **Duties of the Depositary**

The Depositary is responsible for the safekeeping of all the Scheme Property of the Company and must ensure that the Company is managed in accordance with the Instrument of Incorporation and the provisions of the COLL Sourcebook relating to the pricing of, and dealing in, Shares and relating to the income and the investment and borrowing powers of the Company. The Depositary is also responsible for monitoring the cash flows of the Company, 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.

6.2.3 **Delegation of Safekeeping Functions**

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

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

6.2.4 **Updated Information**

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

6.2.5 **Terms of Appointment**

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

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

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

The Depositary and the Custodian are entitled to receive remuneration out of the Scheme Property of the Fund as explained under the heading "Depositary's Fees and Expenses" in Section 8.5 below.

6.2.6 **Conflicts of Interest**

General

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

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

There may also be conflicts arising between the Depositary and the Company, the Shareholders or the ACD. In addition, the Depositary also has a regulatory duty when providing the Services to act solely in the interests of Shareholders and the Company (including its Funds). In order to comply with this requirement, the Depositary may in some instances be required to take actions in the interests of Shareholders and the Company (including its Funds) where such action may not be in the interests of the ACD.

Affiliates

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

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

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

Conflicting commercial interest

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

This includes circumstances in which the Depositary or any of its affiliates or connected persons: acts as market maker in the investments of the Company; provides broking services to the Company and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Company; acts in the same transaction as agent for

more than one client; has a material interest in the issue of the investments of the Company; or earns profits from or has a financial or business interest in any of these activities.

Management of conflicts

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

6.2.7 **Depositary – Data Protection**

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

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

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

7. **CONFLICTS OF INTEREST**

The Depositary may act as the depositary of other investment funds and as trustee or custodian of other collective investment schemes, for further details please see section 6.2.6 above.

7.1 **The Investment Manager**

7.1.1 **General**

The ACD has appointed the Investment Manager, Metropolis Capital Ltd, to provide investment management services to the ACD. The Investment Manager is authorised and regulated by the Financial Conduct Authority, under firm registration number 507685.

The Investment Manager's registered office is at Amersham Court, 154 Station Road, Amersham, Buckinghamshire, HP6 5DW. The Investment Manager was incorporated and established in England and Wales on 5 May 2010 as a private limited company, registered in England and Wales, Company number: 7244251. The Investment Manager is authorised by the FCA under the Act to carry on the regulated activities of advising on investments, arranging deals in investments, arranging the safeguarding and administration of assets, dealing in investments as agent, making arrangements with a view to transactions in investments and managing investments.

7.1.2 **Terms of Appointment**

The appointment of the Investment Manager has been made under an agreement between the ACD and the Investment Manager (the “**Investment Management Agreement**”). Under the Investment Management Agreement, the Investment Manager will be in charge of taking day-to-day investment and disinvestment decisions on behalf of the Company/Fund as set out at Appendix I, in accordance with the Company's investment objectives and policy, as described in this Prospectus.

The terms of the Investment Management Agreement between the ACD and the Investment Manager include the provision of investment management in accordance with the investment objectives of the Fund, the purchase and sale of investments and on the exercise of voting rights relating to such investments. The Investment Manager has authority to make decisions on behalf of the ACD on a discretionary basis in respect of day to day investment management of the Scheme Property including authority to place purchase orders and sale orders with regulated dealers and preparation of the Investment Manager's report half yearly for inclusion in the Company's Report for circulation to Shareholders.

Under the terms of the Investment Management Agreement, the services of the Investment Manager to the ACD are not deemed to be exclusive and the Investment Manager is at liberty to provide similar or other services to other funds and clients. The Investment Manager is entitled to a fee out of that paid to the ACD, as explained below in paragraph 8.

The Investment Manager will not be considered as a broker fund adviser under the FCA Handbook in relation to the Company.

7.2 **The Registrar**

7.2.1 **General**

The ACD acts as registrar to the Company.

The registered office of the Registrar is Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

The register is kept and maintained at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

7.2.2 **Register of Shareholders**

The Register of Shareholders will be maintained by the Registrar at the address of its office as noted above, and may be inspected at that address or the principal place of business of the ACD during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

7.3 **The Auditors**

The auditors of the Company are Grant Thornton UK LLP, whose address is 30 Finsbury Square, London EC2A 1AG.

8. FEES AND EXPENSES

8.1 Charges Payable to the ACD

The ACD is entitled to receive from the Fund an annual management charge for investment management, the details of which are set out in Appendix I. The annual management charge is calculated and accrued daily by reference to the Net Asset Value of the Fund as at the previous day and the annual management charge is payable monthly. The fees and expenses of the Investment Manager shall be paid by the ACD out of the annual management charge.

The ACD is also entitled to receive a minimum fee of £20,000 per Fund per annum, with individual fees of 0.04% on the first £250 million, 0.03% on the next £250 million, 0.02% on the next £500 million and 0.01% thereafter for the provision of services.

The ACD is also entitled to receive an ad valorem charge for expenses in respect of the Fund valuation and accounting of 0.06% on the first £250 million, 0.03% on the next £250 million, 0.02% on the next £500 million, and 0.01% thereafter (with a minimum fee of £25,000 per annum). This charge accrues daily and is payable monthly and is calculated by reference to the Net Asset Value of the Fund as at the last Valuation Point of the preceding month.

The ACD is also entitled to a fee of £7.50 for each electronic dealing, £15 for each dealing transaction administered in paper form and £100 for complex transactions (for example when dealing with administrators or executors of wills) and an annual account maintenance fee of 0.02% on the first £100 million and 0.01% thereafter, subject to a minimum fee of £5,000 per Fund. This fee is calculated and payable monthly.

In the event that there are more than two distributions per annum per Fund, the ACD will be entitled to a fee of £1,000 for each additional distribution.

In the event that there are more than two share classes, the ACD will be entitled to an additional fee of £7,500 per share class, per annum per Fund.

8.2 Other Expenses

The following expenses may also be paid out of the Scheme Property of the Company (as the case may be) so far as permitted by the COLL Sourcebook:

8.2.1 any costs and expenses incurred in incorporating and authorising the Company, any Share Classes at and after the initial establishment but within the first accounting year of the Company, including the initial offer and issue of Shares. Such costs will be apportioned on a straight line basis over the first accounting year of the Company and where there is more than one Fund or Share Class, apportioned according to the Net Asset Value of the Fund or Share Class;

8.2.2 broker's commission, fiscal charges and other disbursements (including stamp duty and/or stamp duty reserve tax) which are necessary to be incurred in effecting transactions for the Fund and normally shown in contract notes, confirmation notes and difference accounts as appropriate;

8.2.3 any costs incurred in or about the listing of Shares in the Company on any Stock Exchange, and the creation, conversion and cancellation of Shares;

- 8.2.4 any costs incurred by the Company in publishing the price of the Shares in a national or other newspaper or any other form of media;
- 8.2.5 any cost incurred in producing and dispatching payments made by the Company or a Fund (as the case may be), or the yearly and half yearly reports of the Company;
- 8.2.6 any costs incurred in preparing, translating, producing (including printing), distributing and modifying any instrument of incorporation, any prospectus, any key investor information document (apart from the cost of distributing the key investor information document), or reports, accounts, statements, contract notes and other like documentation or any other relevant document required under the Regulations;
- 8.2.7 any costs incurred as a result of periodic updates of or changes to any prospectus, key investor information document or instrument of incorporation;
- 8.2.8 any fees, expenses or disbursements of any legal or other professional adviser of the Company;
- 8.2.9 any costs incurred in respect of meetings of Shareholders convened for any purpose;
- 8.2.10 any liability arising after the transfer of property to another authorised fund in consideration of units or shares in such other fund in accordance with COLL 6.7.15R;
- 8.2.11 interest on permitted borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 8.2.12 taxation and duties payable in respect of the Scheme Property or the issue or redemption of Shares;
- 8.2.13 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 8.2.14 periodic fees of the FCA, together with any corresponding fees of any regulatory authority in a country or territory outside the UK in which Shares in the Fund are or may be marketed;
- 8.2.15 any expense incurred in relation to company secretarial duties including the cost of maintenance of minute books and other documentation required to be maintained by the Company;
- 8.2.16 any expense incurred in relation to each dealing transaction of Shares of the Company by way of example, including the cost of telephone, fax, postage and bank charges required to process a dealing transaction;
- 8.2.17 any payment otherwise due by virtue of a change to the Regulations;
- 8.2.18 any costs incurred in amending the Instrument of Incorporation or this Prospectus including costs in respect of meetings of shareholders and/or directors convened for the purposes of or which include the purpose of amending the Instrument of Incorporation or this Prospectus;

- 8.2.19 payments or costs in relation to the preparation of the key investor information document (either in respect of the Company or a Fund);
- 8.2.20 any VAT or similar tax relating to any charge or expense set out herein; and
- 8.2.21 any other payment permitted to be paid out of the Scheme Property under the Regulations as provided for in the Instrument of Incorporation of the Company.

The ACD is also entitled to be paid by the Company out of the Scheme Property any expenses incurred by the ACD or its delegates of the kinds described above.

Expenses are allocated between capital and income in accordance with the Regulations. The applicable policy for the Fund is set out in Appendix I. Where expenses are deducted in the first instance from income if, and only if, this is insufficient, deductions will be made from capital (save for any charge made in respect of SDRT under paragraph 3.5.5 "Stamp Duty Reserve Tax"). If deductions were made from capital, this could have an adverse effect on a Fund's capital and constrain growth.

Value Added Tax will be added to all these payments, where applicable.

Further charges for taxation may be paid out of the Scheme Property as described in Section 11 below.

8.3 **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. The ACD will give Shareholders at least 60 days' notice of any material increases in fees.

8.4 **Depository's Fee and Expenses**

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

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

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

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

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

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

Item	Range
Custody Transaction Charges	£5 to £200
Custody Charges*	0.005% to 0.7% per annum.

*Minimum annual charge of £7,500

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

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

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

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

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

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

8.5 **Allocation of Fees and Expenses**

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. This includes any charges and expenses incurred in relation to the Register of Shareholders, except that these will be allocated and charged to each class of Shares on a basis agreed between the ACD and the Depositary.

Where an expense is not considered to be attributable to the Fund, the expense will normally be allocated in a manner which the ACD considers fair to Shareholders generally. This will normally be pro rata to the Net Asset Value of the Fund.

9. **INSTRUMENT OF INCORPORATION**

The Instrument of Incorporation is available for inspection at the ACD's offices at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

10. **SHAREHOLDER MEETINGS AND VOTING RIGHTS**

10.1 **Class, Company and Meetings**

The Company has dispensed with the requirement to hold annual general meetings.

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

10.2 **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.

10.3 **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. The ACD may not be counted in the quorum for a meeting.

10.4 **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 a reasonable date, before the notice of meeting is sent out, such date to be decided by the ACD.

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 most senior Shareholder 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.

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.

10.5 **Variation of Class or Rights**

The rights attached to a Class may be varied in accordance with the COLL Sourcebook.

Fundamental changes to the Company can only be made with the passing of an extraordinary resolution of Shareholders. A fundamental change is a change or event which changes the purposes or nature of the Company or the Fund, or may materially prejudice a Shareholder, or alters the risk profile of the Company or introduces any new type of payment out of the scheme property. Any change may be fundamental depending on its degree of materiality and effect on the Company and its Shareholders.

11. **TAXATION**

11.1 **General**

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

11.2 **The Company**

The Company is an ICVC and is treated as an authorised investment fund for tax purposes. The Fund is generally exempt from United Kingdom tax on capital gains realised on the disposal of its investments.

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

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

11.3 **Shareholders**

11.3.1 **Dividend Income**

Individuals whose overall dividend income, including dividend distributions received from the Company, does not exceed £500 should have no further tax liability in relation to the distributions regardless of the rate at which they normally pay income tax. To the extent that distributions are received in excess of an individual's £500 allowance, basic, higher and additional rate taxpayers will have to pay income tax on the distributions received at a rate of 8.75%, 33.75% and 39.35% respectively.

Shareholders who hold Shares in an Individual Savings Account ("ISA") will be exempt from income tax on dividend distributions in respect of such Shares

11.3.2 **Interest Income**

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

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

Shareholders who hold Shares in an ISA will be exempt from income tax on interest distributions in respect of such Shares.

11.3.3 **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 the income equalisation paid by the investor as part of the purchase price. It is a return of capital, and is not taxable. Rather, it should be deducted from the acquisition cost of the Shares for capital gains tax purposes.

11.3.4 **Tax Certificates**

A tax certificate will be issued in line with the income distribution dates, if any, set out in Appendix I. This certificate should be retained for tax purposes as evidence for HM Revenue & Customs.

The ACD reserves the right to charge an administration fee of £10 if a duplicate copy is required. To obtain a duplicate copy you will need to submit your request in writing, along with payment, to the Head of Shareholder Services.

11.3.5 **Capital Gains**

Shareholders may be liable to capital gains tax on gains arising from the redemption, transfer or other disposal of Shares. The rate of tax, and available reliefs, will be as applicable from time to time.

11.3.6 **Stamp Duty Reserve Tax ("SDRT")**

SDRT is generally not chargeable on the surrender of shares in a UK open-ended investment company. Consequently, the sale of Shares in the Fund will generally not be subject to an SDRT charge.

In relation to an in specie redemption of Shares in the Fund (as described at paragraph 3.9 above) where a Shareholder receives a proportion of each of the Fund's underlying assets, SDRT will not be chargeable provided the distribution in specie is of underlying assets proportionate to, or as nearly as practicable proportionate to, the Shareholder's holding of Shares.

11.3.7 **Inheritance Tax**

Shares held in any of the Funds will generally form part of an individual's estate and will therefore potentially be subject to inheritance tax ("IHT").

Where a Shareholder is in any doubt as to their tax status, they should seek advice from a professional tax adviser.

11.3.8 **The International Tax Compliance Regulations**

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

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

Therefore, where an investor fails to provide the information required by the Company to comply with its obligations to HMRC this may result in the ACD taking appropriate action against the Shareholder, including invoking the compulsory transfer and redemption provisions set out in paragraph 3.7.

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

11.4 **Provision and disclosure of information for taxation matters**

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

11.4.1 **Common Reporting Standard**

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

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

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

11.4.2 **European information reporting**

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

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

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

11.4.3 **US regime under FATCA**

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

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

11.4.4 **Shareholder agreement to provision of information to HMRC and other tax authorities**

In order to comply with CRS, EU Council Directive 2014/107/EU, FATCA and other regimes, the Company, the ACD or their delegates will report information regarding Shareholders to HMRC, as its local tax authority. The Administrator will assist with the provision of information to HMRC. This information may be passed by HMRC to the other tax authorities including the IRS under information sharing agreements.

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

Shareholders are recommended to consult their professional advisers if they are in any doubt about their tax position or the possible implications for an investment in a Fund.

12. WINDING UP OF THE COMPANY

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.

Where the Company is to be wound up under the COLL Sourcebook, such winding up 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 shall be wound up under the COLL Sourcebook:

- 12.1 if an extraordinary resolution to that effect is passed by Shareholders; or
- 12.2 when the period (if any) fixed for the duration of the Company by the Instrument of Incorporation expires, or any event occurs on the occurrence of which the Instrument of Incorporation provides that the Company; or
- 12.3 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
- 12.4 On the effective date of a scheme of arrangement that is to result in the Company from holding any Scheme Property.

On the occurrence of any of the above:

- 12.5 COLL 6.2 (Dealing), COLL 6.3 (Valuation and Pricing) and COLL 5 (Investment and borrowing powers) will cease to apply to the Company ;
- 12.6 the Company will cease to issue and cancel Shares in the Company and the ACD shall cease to sell or redeem Shares or arrange for the Company to issue or cancel them for the Company;
- 12.7 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;
- 12.8 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;
- 12.9 the corporate status and powers of the Company, and subject to 12.5 to 12.8 above, the powers of the Depositary shall continue until the Company is dissolved.

The Company may be wound up at the ACD's discretion, if the Share capital of the Company is below £5 million, or if a change in the laws or regulations of any country means that, in the ACD's reasonable opinion, it is necessary to wind up the Company.

The ACD shall, as soon as practicable after the Company to be wound up, realise the assets and meet the liabilities of the Company, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up, 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 Scheme Property. If the ACD has not previously notified Shareholders of the proposal to wind up the Company, the ACD shall, as soon as practicable after the commencement of winding up of the Company, give written notice of the commencement to Shareholders. When the ACD has caused all of the Scheme Property to be realised and all of the liabilities of the Company, 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.

As soon as reasonably practicable after completion of the winding up of the Company, the Depositary shall notify the FCA that the winding up 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 the Company, the ACD must prepare a final account showing how the winding up or termination took place and how the Scheme 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 the register within four months of the completion of the winding up or termination.

13. **GENERAL INFORMATION**

13.1 **Accounting Periods**

The annual accounting period of the Company ends each year on 30th September (the "**accounting reference date**") with an interim accounting period ending on 31st March (the "**interim accounting reference date**").

The ACD may even out the payments of income within an accounting period by carrying forward income otherwise distributable with a view to augmenting amounts to be paid out at a later date.

13.2 **Notice to Shareholders**

All notices or other documents to be served upon a Shareholder will be duly served if such notice or other document is sent by the ACD to the Shareholder by normal post to the last address notified in writing to the Company by the Shareholder.

Any notice or document served by post is deemed to have been served on the second Business Day following the day on which it is posted. Any document left at a registered address or delivered other than by post is deemed to have been served on that day.

13.3 **Income Allocations**

The Fund's income is allocated by the ACD in accordance with the Instrument of Incorporation and either paid, reinvested or accumulated to those Shareholders who are entitled to the distribution by evidence of their holding on the Register at the previous accounting date.

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

Where 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 Fund (or, if that no longer exists, to the Company).

The amount available for 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.

Each allocation of income made in respect of the 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.

13.4 **Remuneration Policy**

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

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

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

13.5 **Data Protection Notice**

Protective Investors should note that all personal data contained in any document provided by Shareholders or any further data collected in the course of business

with the Fund or provided personally to the ACD constitutes personal data within the meaning of Data Protection Laws.

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

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

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

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

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

The Company, the ACD and Apex Fundrock's Associates may also process prospective investors' personal information where it or they consider there are other legitimate business interests of the Company (including fraud prevention)

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

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

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

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

13.6 **Annual Reports**

The Company's annual long report incorporating audited financial statements will be published within four months after the end of the financial year and the interim long report within two months of the end of the interim accounting period.

Copies of the interim and annual long reports will be available on request from the ACD and on the ACD's website at www.fundrock.com.

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

13.7 **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 Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY:

- the most recent annual and half yearly reports of the Company;
- the Instrument of Incorporation (and any amending documents);

- the material contracts referred to below; and
- this Prospectus or the most recent version of the Prospectus.

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 versions of the Prospectus and annual and half yearly long reports of the Company which are available free of charge to anyone who requests them).

13.8 **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:

- the ACD Agreement between the Company, and the ACD;
- the Investment Management Agreement between the Investment Manager and the Company;
- the Depositary Agreement between the Company and the ACD.

Details of the above contracts are given under section 6 "Management and Administration".

13.9 **Provision of Investment Advice**

All information concerning the Company and about investing in Shares of the Company is available from the ACD at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY. 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.

13.10 **Exercise of Voting Rights**

A summary of the ACD's strategies for determining when and how to exercise voting rights attached to instruments held by the Funds, and details of the actions taken on the basis of those strategies is available free of charge on request.

13.11 **Telephone Recordings**

Please note that the ACD may record telephone calls for training and monitoring purposes and to confirm investors' instructions.

13.12 **Complaints and Financial Services Compensation Scheme**

Complaints concerning the operation or marketing of the Company may be referred to the Head of Compliance at the ACD at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY or, if you subsequently wish to take your complaint further, direct to the Financial Ombudsman Service at Exchange Tower, London E14 9SR.

The Financial Services Compensation Scheme offers compensation when an authorised firm is unable to pay claims against it, usually because the firm has gone out of business. The ACDs covered by the Financial Services Compensation Scheme. Certain investors may be entitled to compensation from the scheme if the ACD cannot meet its obligations. Most types of investment business are covered for 100% of the first £85,000 only. Further information is available from

the Financial Services Compensation Scheme (FSCS) by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone: +44 (0)20 7678 1100. Telephone: +44 (0)20 7892 7300.

13.13 **Risk Management**

The ACD will provide upon the request of a Shareholder further information relating to:

13.13.1 the quantitative limits applying in the risk management of the Fund;

13.13.2 the methods used in relation to 13.13.1; and

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

13.14 **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.

13.15 **Genuine Diversity of Ownership**

Shares in the Company are and will continue to be widely available. The intended categories of investors are retail investors and non-retail, professional investors. Different Share Classes of the Fund may be issued to different types of investor.

Shares in the Company are and will continue to be marketed and made available sufficiently widely to reach the intended categories of investors for each Share Class, and in a manner appropriate to attract those categories of investors.

APPENDIX I
FUND DETAILS

MI Metropolis Valuefund

Name	MI Metropolis Valuefund
Investment objective	The investment objective of the Company is to achieve long term capital growth mainly through investment in a concentrated portfolio of securities in listed companies.
Investment policy	<p>It is the Company's policy to invest mainly in securities (including shares and debt securities) of companies whose securities are admitted to or dealt in on Eligible Markets (as defined in Appendix II) established in the EEA, the United States or Canada. At its discretion, the Company may invest in securities (including shares and debt securities) of companies whose securities are admitted to or dealt in on other Eligible Markets. The Company may also invest in money market instruments, UK government and public securities, deposits, cash and near cash, closed end funds, and regulated collective investment schemes. The Company may utilise derivatives for efficient portfolio management purposes, including hedging. The Company may invest in new issues but is unlikely to invest in new issues to any significant extent. The Company will aim to maintain a concentrated portfolio, typically consisting of up to 25 companies at one time. However the Company reserves the right to a less concentrated portfolio should they regard it as in the interests of Shareholders.</p> <p>In pursuing the investment objective and policy, the Company will seek to identify for investment companies which it considers to have some or all of the following characteristics: a history of strong cashflow generation, a strong balance sheet, a strong competitive position in a market with high barriers to entry and security of future revenue streams (through, for example, long-term contracts, a unique brand, infrastructure which is difficult to replicate, patents or licenses). In addition, the Company will only invest in such companies when it considers them to be undervalued by the market.</p>

Product Reference Number	530547
Performance assessment	<p>The Company is not managed to, nor constrained by, a benchmark.</p> <p>The ACD does, however, assess the performance of the Fund against the OECD Consumer Price Index ("CPI") + 6% as a comparator benchmark. The CPI is a measure of inflation. Over time, inflation decreases the purchasing power of your investment. If the Company's performance matched the CPI, your investment would have the same purchasing power as it had the previous year. The ACD considers that the comparator benchmark is an appropriate tool to assess performance because OECD CPI represents the amount of inflation in developed economies, which reflects the Company's geographic focus, and the 6% outperformance figure represents an appropriate performance benchmark to reflect real growth.</p>
Classes of share available	<p>Class A Income and Accumulation Shares £</p> <p>Class B Income and Accumulation Shares £</p> <p>Class B Income and Accumulation Shares €</p> <p>Class C Income and Accumulation Shares £</p> <p>Class C Income and Accumulation Shares €</p> <p>Class C Income and Accumulation Shares US\$</p> <p>Class S Income and Accumulation Shares £</p> <p>Class S Income and Accumulation Shares CA\$</p> <p>Class S Income and Accumulation Shares €</p>
Minimum initial investment *	<p>Class A £1,000</p> <p>Class B £5,000,000</p> <p>Class B €5,000,000</p> <p>Class C £200,000,000</p> <p>Class C €200,000,000</p> <p>Class C US\$200,000,000</p> <p>Class S £50,000,000</p>

	Class S CA\$50,000,000
	Class S €50,000,000
Minimum holding*	£1,000
	CA\$1,000
	€1,000
	US\$1,000
Minimum subsequent purchase*	£1,000
	CA\$1,000
	€1,000
	US\$1,000
Minimum redemption*	N/A

**The ACD may waive the minimum levels at its discretion.*

Annual accounting date	30 September
Interim accounting date	31 March
Income allocated	31 May, 30 November
Launch date	15 April 2011

Charges:

Initial charge*	Nil
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* Where an initial charge is payable, the ACD may waive the initial charge at its discretion.

Annual Management charge	1.00% Class A
	0.75% Class B
	0.60% Class C
	0.65% Class S

Redemption Charge	Nil
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Allocation of Charges and Expenses	From income.
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Switching Charge	N/A
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Performance Fee

N/A

Risk factors specific to the Fund

The Company may invest in a relatively small number of securities. This potential concentration means that a loss arising in a single investment may cause a proportionately greater loss in the Company than if a larger number of investments were made.

The fund may have some holdings in smaller companies. Investments in smaller companies generally carry greater risk than is customarily associated with larger companies, which may include, for example, less public information, more limited financial resources and product lines, greater volatility, higher risk of failure than larger companies and less liquidity.

The past performance of the Company is not a reliable indicator of future results. The value of Shares, and any income from them, can go down as well as up, particularly in the short term, meaning that an investment may not be returned in full.

The tax treatment of the Company may change and such changes cannot be foreseen. The tax treatment of a Shareholder depends on the individual circumstances of that Shareholder and may be subject to change in future.

Where regular investments are made with the intention of achieving a specific capital sum in the future, this will normally be subject to maintaining a specified level of investment.

The Company is intended to be a medium to long-term investment.

Calculation of and limitation on the global exposure of the Fund

At any time where the level of exposure of the Fund reaches 200% of the NAV of the Fund, the Investment Manager will begin to reduce or adjust its exposure as necessary, in line with the commitment approach. The Investment Manager will be monitoring positions in real time as required.

Leverage

Leverage may occur as a result of transactions carried out for the purposes of EPM and investment purposes. Leverage will also occur where money is borrowed on behalf of the Funds as set out below under the heading of 'General power to borrow'. The only types and sources of leverage permitted are derivatives and bank borrowings. At all times when the Fund is leveraged a leverage calculation will be performed daily. The calculation will make an allowance for any borrowings as well as net short positions in either currency forward contracts or futures positions that arise in the context of EPM carried out for the Fund. All underlying instrument asset classes are grouped together and valued in the base currency of the Fund. The total value for all equity and equity futures positions, bond and bond futures positions must not exceed 200% of the net assets of the Fund. All relevant limits are calculated on the basis of the position valuation and the notional value of the derivatives. This includes a check that all derivative positions are appropriately margined and that the total derivatives exposure does not exceed base currency values of the net assets held. The total amount of any leverage employed by each Fund in an accounting period will be published in the Report and Accounts.

Risk factors for the Fund

Risk factors relevant to the Fund are set out at paragraph 5 above, and additional risk factors are set out below. The information provided in this Prospectus regarding risk does

not purport to be exhaustive. **Prospective investors are recommended to seek professional advice prior to making any investment.**

General

An investment entered into by the Investment Manager involves risks and is suitable only for persons of adequate financial means. There can be no assurances or guarantees that (i) the investment objectives will prove successful or (ii) investors will not lose all or some of their investment.

As with any investment, the value of an investment may decrease as well as increase, depending on a variety of factors that may affect the values of the Investment Manager's portfolio of assets, including general economic conditions, market factors and currency exchange rates. Additionally, investment decisions made by the Investment Manager and the activities of the Investment Manager will not always be profitable or prove to have been correct. It should be noted that the Investment Manager will not be liable to the investors for special, indirect or consequential damage or for lost profits or loss of business. Investment in the Investment Manager's approach carries a degree of risk.

Concentration of investments

The Fund is expected to have a concentrated portfolio, typically up to 25 positions (however the Company reserves the right to a less concentrated portfolio should they regard it as in the interests of Shareholders). Concentration in a limited number of positions will mean there will be a greater impact on the Fund if a position incurs a significant loss. This may increase the volatility of the Fund relative to its benchmark, with the possibility that the Fund may underperform the benchmark.

Derivatives

As indicated in the investment objective and investment policy, the Fund may enter into derivative transactions for the purposes of efficient portfolio management.

The use of derivatives involves a variety of material risks, reflecting the often extremely high degree of leverage embedded in such instruments, and will therefore affect the risk profile of the Fund. In particular, the derivatives markets are frequently characterised by limited liquidity, which can make it difficult as well as costly to close out open positions in order either to realise gains or to limit losses. Many non-exchange traded derivatives are valued on the basis of dealers' pricing of these instruments. However, the price at which dealers value a particular derivative and the price which the same dealers would actually be willing to pay for such a derivative, should the Company wish or be forced to sell such position may be materially different. Such differences can result in an overstatement of the Funds' Net Asset Value and may have a materially adverse effect on the Company and the Fund in situations in which the Company is required to sell derivatives in order to raise funds for margin purposes or to pay redemptions. The pricing relationships between derivatives and the underlying instruments on which they are based may not conform to anticipated or historical correlation patterns, resulting in unanticipated losses.

APPENDIX II

ELIGIBLE SECURITIES MARKETS

The Company may deal through securities and derivatives markets which are regulated markets (as defined in the glossary to the FCA Handbook) or markets established in the UK or an EEA State which are regulated, operate regularly and are open to the public.

The Fund may also deal through the securities markets indicated below:

An Eligible Market is:

- (a) a regulated market or;
- (b) any market established in a European Union member state or any other state within the European Economic Area which is regulated, operates regularly and is open to the public or;
- (c) any other market in the list below:

New York Stock Exchange

Tokyo Stock Exchange

NASDAQ

Hong Kong Stock Exchange

Toronto Stock Exchange

Australian Securities Exchange

SIX Swiss Exchange

Korea Exchange

Taiwan Stock Exchange

APPENDIX III

INVESTMENT AND BORROWING POWERS OF THE COMPANY

1. General

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

Subject to the objective and investment policy, a Company will be fully invested save for an amount to enable redemption of Shares, efficient management of a Fund in relation to its strategic objective and other purposes which may be reasonably regarded as ancillary to the investment objective of the Fund.

The investment policy of a Company may mean that at times, where it is considered appropriate, the property of a Fund will not be fully invested and that prudent levels of liquidity will be maintained.

1.1 Prudent spread of risk

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

1.2 Cover

- (a) Where the COLL Sourcebook allows a transaction to be entered into or an investment to be retained only 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 (for example, investment nil and partly paid securities and the general power to accept or underwrite), it must be assumed that the maximum possible liability of a Fund under any other of those rules has also to be provided for.
- (b) 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 transactions, or the retention, or other similar transactions, are covered:
 - (i) it must be assumed that in applying any of those rules, a Fund must also simultaneously satisfy any other obligation relating to cover; and
 - (ii) no element of cover must be used more than once.

2. UCITS Scheme: General permitted types of Scheme Property

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

- (a) transferable securities;
- (b) approved money market instruments;
- (c) permitted deposits;

- (d) permitted units in collective investment schemes;
- (e) permitted derivatives and forward transactions;
- (f) movable and immovable property that is essential for direct pursuit of the Company's business

3. **Transferable Securities**

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

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

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

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

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

4. **Investment in transferable securities**

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

- (a) the potential loss which the Fund may incur with respect to holding the transferable security is limited to the amount paid for it;
- (b) its liquidity does not compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying shareholder;
- (c) reliable valuation is available for it as follows:
 - (i) 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;
 - (ii) 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;
- (d) appropriate information is available for it as follows:
 - (i) 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;

(ii) 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 authorised fund manager on the transferable security or, where relevant, on the portfolio of the transferable security;

(e) it is negotiable; and

(f) its risks are adequately captured by the risk management process of the ACD.

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 not to compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying shareholder and to be negotiable.

5. **Closed end funds constituting transferable securities**

5.1 A unit in a closed end fund shall be taken to be a transferable security for the purposes of investment by a Fund, provided it fulfils the criteria for transferable securities set out in paragraph 4 (investment in transferable securities), and either:

5.1.1 where the closed end fund is constituted as an investment company or a unit trust:

(a) it is subject to corporate governance mechanisms applied to companies; and

(b) where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or

5.1.2 where the closed end fund is constituted under the law of contract:

(a) it is subject to corporate governance mechanisms equivalent to those applied to companies; and

(b) it is managed by a person who is subject to national regulation for the purpose of investor protection.

6. **Transferable securities linked to other assets**

6.1 A Sub-Fund may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by the Sub-Fund provided the investment:

6.1.1 fulfils the criteria for transferable securities set out in paragraph 4 (investment in transferable securities); and

6.1.2 is backed by or linked to the performance of other assets, which may differ from those in which the Fund can invest.

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

7. **Approved money-market instruments**

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

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

- (a) has a maturity at issuance of up to and including 397 days;
- (b) has a residual maturity of up to and including 397 days;
- (c) undergoes regular yield adjustments in line with money market conditions at least every 397 days; or
- (d) has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in paragraph 7.2(a) or 7.2(b) or is subject to yield adjustments as set out in paragraph 7.2(c).

7.3 a money market instrument shall be regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the obligation of the ACD to redeem units at the request of any qualifying Shareholder; and

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

- (a) enabling the ACD to calculate a Net Asset Value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and
- (b) based either on market data or on valuation models including systems based on amortised costs.

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

8. **Money-market instruments with a regulated issuer**

8.1 In addition to instruments admitted to or dealt in on an eligible market, a Fund may invest in an approved money-market instrument provided it fulfils the following requirements:

- (a) the issue or the issuer is regulated for the purpose of protecting investors and savings; and
- (b) the instrument is issued or guaranteed in accordance with paragraph 9 (issuers and guarantors of money market instruments).

8.2 The issue or the issuer of a money-market instrument, other than one dealt in on an eligible market, shall be regarded as regulated for the purpose of protecting investors and savings if:

- (a) the instrument is an approved money-market instrument;
- (b) appropriate information is available for the instrument (including information which allows an appropriate assessment of the credit risks related to investment in it), in accordance with paragraph 10 (appropriate information for money market instruments); and
- (c) the instrument is freely transferable.

9. **Issuers and guarantors of money-market instruments**

9.1 A Fund may invest in an approved money-market instrument if it is:

9.1.1 issued or guaranteed by any one of the following:

- (a) a central authority of the UK or an EEA State or, if the EEA State is a federal state, one of the members making up the federation;
- (b) a regional or local authority of the UK or an EEA State;
- (c) the Bank of England, the European Central Bank or a central bank of an EEA State;
- (d) the European Union or the European Investment Bank;
- (e) a non-EEA State or, in the case of a federal state, one of the members making up the federation;
- (f) a public international body to which the UK or one or more EEA States belong; or

9.1.2 issued by a body, any securities of which are dealt in on an eligible market; or

9.1.3 issued or guaranteed by an establishment which is:

- (a) subject to prudential supervision in accordance with criteria defined UK or by EU law; or
- (b) subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or EU law.

9.2 An establishment shall be considered to satisfy the requirement in paragraph 9.1.3 (b) if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria:

- (a) it is located in the European Economic Area;
- (b) it is located in an OECD Country belonging to the Group of Ten;
- (c) it has at least investment grade rating;
- (d) on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by UK or EU law.

10. **Appropriate information for money-market instruments**

10.1 In the case of an approved money-market instrument within paragraph 9.1.2 or issued by a body of the type referred to in COLL 5.2.10E (G); or which is issued by an authority within paragraph 9.1.1 (b) or a public international body within paragraph 9.1.1 (f) but is not guaranteed by a central authority within paragraph 9.1.1 (a), the following information must be available:

- (a) information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;
- (b) updates of that information on a regular basis and whenever a significant event occurs; and
- (c) available and reliable statistics on the issue or the issuance programme.

10.2 In the case of an approved money-market instrument issued or guaranteed by an establishment within paragraph 9.1.3, the following information must be available:

- (a) information on the issue or the issuance programme or on the legal and financial situation of the issuer prior to the issue of the instrument;
- (b) updates of that information on a regular basis and whenever a significant event occurs; and
- (c) available and reliable statistics on the issue or the issuance programme, or other data enabling an appropriate assessment of the credit risks related to investment in those instruments.

10.3 In the case of an approved money-market instrument:

- (a) within paragraphs 9.1.1 (a), 9.1.1 (d) or (f); or
- (b) which is issued by an authority within paragraph 9.1.1 (b) or a public international body within paragraph 9.1.1 (f) and is guaranteed by a central authority within paragraph COLL 5.2.10BR (1)(a)(i),

information must be available on the issue or the issuance programme, or on the legal and financial situation of the issuer prior to the issue of the instrument

11. **Transferable securities and money-market instruments generally to be admitted to or dealt in on an eligible market**

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

- (a) admitted to or dealt in on an eligible market within paragraph 12.3 or 12.4 or dealt in on an eligible market within paragraph 10.3(b), recently issued transferable securities (provided that the terms of issue include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue), or approved money-market instruments not admitted to or dealt in on an eligible market which satisfy the requirements of paragraph 12.3;

not more than 10% in value of the Scheme Property of a Fund is to consist of transferable securities and approved money market instruments that do not fall within sub-paragraph (a) above.

12. **Eligible markets regime: purpose**

12.1 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.

12.2 Where a market ceases to be eligible, investments on that market cease to be approved securities. A 10% 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.

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

- (a) a regulated market as defined in the FCA Handbook; or
- (b) a market in the United Kingdom or an EEA State which is regulated, operates regularly and is open to the public.

12.4 A market not falling within paragraph 12.3(a) or (b) of this Appendix is eligible for the purposes of COLL 5 if:

- (a) the ACD, after consultation and notification with the Depositary, decides that market is appropriate for investment of, or dealing in, the Scheme Property;
- (b) the market is included in a list in the Prospectus; and
- (c) the Depositary has taken reasonable care to determine that:
 - (i) adequate custody arrangements can be provided for the investment dealt in on that market; and
 - (ii) all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

12.5 In paragraph 12.4(a), a market must not be considered appropriate unless it is regulated, operates regularly, is recognised, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.

13. **Spread: general**

13.1 This paragraph 13 on spread does not apply to government and public securities.

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

13.3 Not more than 5% in value of the Scheme Property is to consist of transferable securities or approved money market instruments issued by any single body.

13.4 In applying paragraph 13.3, the limit of 5% is raised to 10% in respect of up to 40% in value of the property of the Fund. Covered bonds need not be taken into account for the purpose of applying the limit of 40%.

- 13.5 The limit of 5% in 13.3 is raised to 25% in value of the Scheme Property in respect of covered bonds, provided that when the Fund invests more than 5% in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% in value of the Fund.
- 13.6 In applying paragraph 13.3, 13.4 and 13.5 certificates representing certain securities are treated as equivalent to the underlying security.
- 13.7 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Scheme Property; this limit being raised to 10% where the counterparty is an approved bank (as defined in the COLL Sourcebook).
- 13.8 Not more than 10% in value of Scheme Property is to consist of units of any one collective investment scheme.
- 13.9 Not more than 20% in value of the property of the Fund is to consist of transferable securities and approved money market instruments issued by the same group.
- 13.10 In applying the limits in 13.2, 13.3, 13.4, 13.6 and 13.7, and subject to 13.5, not more than 20% in value of the property of the Fund is to consist of any combination of two or more of the following:
- (a) transferable securities or approved money-market instruments issued by; or
 - (b) deposits made with; or
 - (c) exposures from OTC derivatives transactions made with;
- a single body.

14. **Counterparty Risk and Issuer Concentration**

- 14.1 An authorised fund manager of a UCITS scheme must ensure that counterparty risk arising from an OTC derivative transaction is subject to the limits set out in COLL 5.2.11R(7) and (10).
- 14.2 When calculating the exposure of a UCITS scheme to a counterparty in accordance with the limits in COLL 5.2.11R(7), the authorised fund manager must use the positive mark-to-market value of the OTC derivative contract with that counterparty.
- 14.3 An authorised fund manager may net the OTC derivative positions of a UCITS scheme with the same counterparty, provided:
- (a) it is able legally to enforce netting agreements with the counterparty on behalf of the UCITS scheme; and
 - (b) the netting agreements in (a) do not apply to any other exposures the UCITS scheme may have with that same counterparty.
- 14.4 An authorised fund manager of a UCITS scheme may reduce the exposure of the scheme property to a counterparty to an OTC derivative transaction through the receipt of collateral. Collateral received must be sufficiently liquid so that it can be sold quickly at a price that is close to its pre-sale valuation.
- 14.5 An authorised fund manager of a UCITS scheme must take collateral into account in calculating exposure to counterparty risk in accordance with the limits in COLL

5.2.11R(7) when it passes collateral to the counterparty to an OTC derivative transaction on behalf of the UCITS scheme.

14.6 Collateral passed in accordance with paragraph 14.5 may be taken into account on a net basis only if the authorised fund manager is able legally to enforce netting arrangements with this counterparty on behalf of the UCITS scheme.

14.7 An authorised fund manager of a UCITS scheme must calculate the issuer concentration limits referred to in COLL 5.2.11R on the basis of the underlying exposure created through the use of OTC derivatives in accordance with the commitment approach

14.8 In relation to exposures arising from OTC derivative transactions, as referred to in COLL 5.2.11R(10), the authorised fund manager must include in the calculation any counterparty risk relating to the OTC derivative transactions.

15. **Spread: Government and public securities**

15.1 With regard to transferable securities and money market instruments issued by public bodies ("**Public Securities**") the following restrictions apply.

15.2 No more than 35% in value of the Scheme Property of the Fund is invested in Public Securities issued by any one body. Subject to this restriction, there is no limit on the amount which may be invested in Public Securities or in Public Securities issued by any one issuer or of any one issue.

15.3 In relation to Public Securities:

15.3.1 Issue, issued and issuer include guarantee, guaranteed and guarantor; and

15.3.2 An issue differs from another if there is a difference as to repayment date, guarantor or other material terms of the issue.

15.4 Notwithstanding paragraph 13.1, and subject to paragraph 15.1, in applying the 20% limit in paragraph 13.10 with respect to a single body, Public Securities issued by that body shall be taken into account.

16. **Investment in collective investment schemes**

16.1 A Fund may invest up to 10% in units of one or more collective investment schemes (each a "Second Scheme") provided that such investment is permitted under each of paragraphs 16.2 to 16.5 and provided that no more than 10% of the value of the Fund is invested in Second Schemes within paragraph 16.2(b) to (e).

16.2 A Second Scheme must:

(a) comply with the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or

(b) is a recognised scheme that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided the requirements of COLL 5.2.13AR are met); or

(c) be a Non UCITS Retail Scheme ("**NURS**") (provided the requirements of COLL 5.2.13AR (1), (3), and (4) are met); or

- (d) be authorised in another EEA state (provided the requirements of COLL 5.2.13AR are met); or
 - (e) be authorised by the competent authority of an OECD member country (other than an EEA State) which has signed the IOSCO Multilateral Memorandum of Understanding and approved the scheme's management company, rules and depository/custody arrangements (provided the requirements of COLL 5.2.13AR are met).
- 16.3 The Second Scheme must comply, where relevant, with COLL 5.2.15R (Investment in associated collective investment schemes) and COLL 5.2.16R (Investment in other group schemes).
- 16.4 The Second Scheme must have terms that prohibit it from having more than 10% in value of its property consisting of units or shares in collective investment schemes.
- 16.5 Where the Second Scheme is an umbrella, the provisions in paragraphs 16.3 and 16.4 and in COLL 5.2.11R apply to the Fund as if it were a separate collective investment scheme.
- 16.6 In accordance with COLL 5.2.15R (investment in associated collective investment schemes) the Fund may include units in a Second Scheme managed or operated by the ACD or an associate of the ACD (an "Associated Scheme"), provided the conditions in paragraph 16.7 are complied with.
- 16.7 A Fund must not invest in or dispose of units in an Associated Scheme unless:
- (a) there is no charge in respect of the investment in or the disposal of units in the Second Scheme; or
 - (b) the ACD is under a duty to pay the Fund by the close of business on the fourth Business Day following the date of the agreement to invest or dispose the amount referred to in paragraphs 16.7.1 or 16.7.2 below.
- 16.7.1 Where an investment is made, the amount referred to in paragraph 16.7(b) is either:
- (a) any amount by which the consideration paid by the Fund for the units in the Associated Scheme exceeds the price that would have been paid for the benefit of the Associated Scheme had the units been newly issued or sold by it; or
 - (b) if such price cannot be ascertained by the ACD, the maximum amount of any charge permitted to be made by the seller of units in the Second Scheme;
- 16.7.2 Where a disposal is made, the amount referred to in paragraph 16.7(b) is the amount of any charge made for the account of the authorised fund manager or operator of the Associated Scheme or an associate of any of them in respect of the disposal.
- 16.8 In paragraph 16.7:
- (a) any addition to or deduction from the consideration paid on the acquisition or disposal of units in the Associated Scheme, which is applied for the benefit of the Associated Scheme and is, or is like, a

dilution levy or SDRT provision, is to be treated as part of the price of the units and not as part of any charge; and

- (b) any Switching charge made in respect of an exchange of units in one Fund or separate part of the Associated Scheme for units in another Fund or separate part of that collective investment scheme is to be included as part of the consideration paid for the units.

17. **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.

18. **Investment in deposits**

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

19. **Derivatives**

Under the COLL Sourcebook, a UCITS Scheme is permitted to use derivatives for investment purposes and derivative transactions may be used for the purposes of hedging or meeting the investment objectives or both. **Where expressly permitted in the Appendix, the ACD may use the Fund's Scheme Property to invest in derivatives and forward currency transactions under the COLL Sourcebook for purposes other than efficient portfolio management (see paragraph 35 below).**

- 19.1 A transaction in derivatives or a forward transaction must not be effected for a Fund unless the transaction is:

- (a) of a kind specified in paragraph 19.3 below; and
- (b) covered, as required by COLL 5.3.3AR.

Where a Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits in paragraph 13 (Spread: General) and paragraph 15 (Spread: government and public securities). Where a transferable security or money-market instrument embeds a derivative, this must be taken into account for the purposes of calculating any limit in this paragraph.

- 19.2 A transaction in a derivative must be either in an "approved derivative" (i.e. a derivative which is traded or dealt in on an eligible derivatives market) or one which complies with paragraph 19.6, and in either case, the underlying must consist of any one or more of the following to which the Fund is dedicated:

- (a) transferable securities admitted to or dealt in on an eligible market within paragraph 12.3 or 12.4 or dealt in on an eligible market within paragraph 12.3(b) or recently issued transferable securities (provided that the terms of issue include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue);

- (b) approved money-market instruments admitted to or dealt in on an eligible market within paragraph 12.3 or 12.4 or dealt in on an eligible market within paragraph 12.3(b) or approved money-market instruments not admitted to or dealt in on an eligible market which satisfy the requirements of paragraph 7;
- (c) deposits permitted under paragraph 18;
- (d) derivatives permitted under this paragraph;
- (e) collective investment scheme units permitted under paragraph 16;
- (f) financial indices (which satisfy the criteria set out in COLL 5.2.20AR);
- (g) interest rates;
- (h) foreign exchange rates; or
- (i) currencies.

A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market. The eligible derivatives markets for each Fund are set out in Appendix III.

A transaction in a derivative must not cause a Fund to diverge from its investment objectives as stated in the instrument constituting the scheme and the most recently published prospectus.

A transaction in a derivative must not be effected if the intended effect is to create the potential for an uncovered sale of:

- (i) transferable securities;
- (ii) approved money-market instruments;
- (iii) units in collective investment schemes; or
- (iv) derivatives.

Any forward transaction must be made with an eligible institution or an approved bank. The ACD must ensure compliance with COLL 5.3.7R.

A Fund may not undertake transactions in derivatives on commodities.

19.3 A derivative or forward transaction which will or could lead to the delivery of property for the account of a Fund may be entered into only if:

- (a) that property can be held for the account of the Fund; and
- (b) 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 COLL Sourcebook.

19.4 No agreement by or on behalf of a Fund to dispose of property or rights may be made unless:

- (a) the obligation to make the disposal and any other similar obligation could immediately be honoured by the Fund by delivery of property or the assignment of rights; and
- (b) the property and rights at (a) are owned by the Fund at the time of the agreement.

The above requirement does not apply to a deposit or where:

- (i) 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
- (ii) the ACD or the Depositary has the right to settle the derivative in cash, and cover exists within the scheme property which falls within one of the following asset classes:
 - (A) cash;
 - (B) liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards; or
 - (C) 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).

For these purposes, 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.

19.5 A transaction in an OTC derivative must be:

- (a) with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is:
 - (i) an eligible institution or an approved bank; or
 - (ii) 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;
- (b) on approved terms; the terms of the transaction in derivatives are approved only if the ACD,
 - (i) 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
 - (ii) can enter into one or more further transactions to sell, liquidate or close out that transactions at any time, at its fair value
- (c) 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:

- (i) on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or
 - (ii) if the value referred to in (a) is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
- (d) 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:
- (i) 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
 - (ii) a department within the ACD which is independent from the department in charge of managing the scheme property and which is adequately equipped for such a purpose.

The primary and secondary vendors for generic valuations are provided by Sungard (IDC and Telekurs). The value of any off-exchange derivative contracts shall be sourced from independent price vendors, Markit and Standard & Poors. The valuation will be approved or verified at least daily, independently of the counterparty.

- 19.6 A Fund's global exposure relating to derivatives and forward transactions held by it may not exceed the net value of the Scheme Property. For the purposes of this paragraph, exposure must be calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.
- 19.7 The Investment Manager of a Fund must calculate its global exposure on at least a daily basis.
- 19.8 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, approved money-market instruments, units in collective investment schemes or derivatives provided that a sale is not to be considered as uncovered if the conditions in COLL 5.2.22R(3) (Requirement to cover sales) are satisfied.
- 19.9 The aim of generating additional income allows the ACD to write call options on existing assets where it considers the transaction will result in the Fund deriving a benefit, even if the benefit obtained results in the surrendering of the chance of greater benefit in the future. The writing of a put option allows the ACD to generate income at the risk of having to purchase stock at a pre-determined price greater than the prevailing market price. The purchase of a call option permits the Fund to gain in the increase of a share price above a pre-determined set price at the cost of the premium paid. The purchase of a put option allows the ACD, at the expense of the premium paid, to gain from the reduction in market value of a particular stock by selling the stock at a pre-determined higher price.

19.10 Use of derivatives will not be permitted to contravene any relevant investment objective of the Fund.

20. **Requirement to cover sales**

20.1 No agreement by or on behalf of a Sub-Fund to dispose of property or rights may be made unless:

- (a) the obligation to make the disposal and any other similar obligation could immediately be honoured by the Sub-Fund by delivery of property or the assignment of rights; and
- (b) the property and rights at (a) are owned by the Sub-Fund at the time of the agreement.

20.2 The above requirement does not apply to a deposit.

21. **Guidance on the requirement to cover sales**

21.1 The FCA's view the requirement in COLL 5.2.22R(1)(a) can be met where:

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

21.1.1.2 the ACD or the Depositary has the right to settle the derivative in cash, and cover exists within the scheme property which falls within one of the following asset classes:

- (A) cash;
- (B) liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards; or
- (C) 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).

For these purposes, an asset may be considered as liquid where the instrument can be converted into cash in no more than seven Business Days at a price closely corresponding to the current valuation of the financial instrument on its own market.

22. **OTC Transactions in derivatives**

22.1 A transaction in an OTC derivative must be:

- (a) with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is:
 - (i) an Eligible Institution or an Approved Bank; or
 - (ii) 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;

- (b) on approved terms; the terms of the transaction in derivatives are approved only if the ACD,
 - (i) 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
 - (ii) can enter into one or more further transactions to sell, liquidate or close out that transactions at any time, at its fair value
 - (c) 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:
 - (i) on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or
 - (ii) if the value referred to in (a) is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
 - (d) 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:
 - (i) 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
 - (ii) a department within the ACD which is independent from the department in charge of managing the scheme property and which is adequately equipped for such a purpose.
- 22.2 A Sub-Fund's global exposure relating to derivatives and forward transactions held by it may not exceed the net value of the Scheme Property. For the purposes of this paragraph, exposure must be calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.
- 22.3 The Investment Manager of a Sub-Fund must calculate its global exposure on at least a daily basis.
- 22.4 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, approved money-market instruments, units in collective investment schemes or derivatives provided that a sale is not to be considered as uncovered if the conditions in COLL 5.2.22R(3) (Requirement to cover sales) are satisfied.
- 22.5 The aim of generating additional income allows the ACD to write call options on existing assets where it considers the transaction will result in the Sub-Fund deriving a benefit, even if the benefit obtained results in the surrendering of the chance of greater benefit in the future. The writing of a put option allows the ACD to generate income at the risk of having to purchase stock at a pre-determined price greater than the prevailing market price. The purchase of a call option permits the Sub-Fund to gain in the increase of a share price above a pre-

determined set price at the cost of the premium paid. The purchase of a put option allows the ACD, at the expense of the premium paid, to gain from the reduction in market value of a particular stock by selling the stock at a pre-determined higher price.

22.6 Use of derivatives will not be permitted to contravene any relevant investment objective of the Sub-Funds.

23. **Financial Derivatives, Techniques and Instruments Risks**

The prices of derivative instruments, including futures, options and swap prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, amongst other things, interest rate fluctuations. The use of these techniques and instruments also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the price movements of the derivatives and price movements of related instruments, (3) the fact that skills needed to use these instruments are different from those needed to select the securities owned by any of the Fund, (4) the possible absence of a liquid market for any particular instrument at any particular time; which may result in possible impediments to effective portfolio management or the ability to meet redemption. Each Fund may invest in certain derivative instruments, which may involve the assumption of obligations as well as rights and assets. Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

Each Fund may from time to time utilise both exchange traded and over the counter credit derivatives, such as collateralised debt obligations or credit default swaps for hedging purposes and, if expressly permitted in the Appendix. These instruments may be volatile, involve certain special risks and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, a relatively small movement in the price of a contract may result in a profit or a loss that is high in proportion to the amount of the funds actually placed as initial margin and may result in unlimited further loss exceeding any margin deposited. Furthermore, when used for hedging purposes there may be an imperfect correlation between these instruments and the investment or market sectors being hedged. Transactions in over the counter derivatives, such as credit derivatives, may involve additional risk as there is no exchange market on which to close out an open position.

24. **Significant Influence**

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

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

24.1.2 the acquisition gives the Company that power.

24.2 For the purposes of paragraph 24, the Company is to be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held by it, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).

25. **Concentration**

25.1 The Company must not hold more than:

(a) 10% of the transferable securities (other than debt securities) issued by a body corporate which do not carry rights to vote on any matter at a general meeting of that body; or

(b) 10% of the debt securities issued by any single body*; or

(c) 10% of the approved money market instruments issued by any single body*; or

(d) 25% of the units in a collective investment scheme*.

*The Company need not comply with these limits if, at the time of acquisition, the net amount in issue of the relevant investment cannot be calculated.

26. **Schemes replicating an index**

26.1 Notwithstanding COLL 5.2.11R, a Sub-Fund may invest up to 20% in value of the Sub-Fund Property in shares and debentures which are issued by the same body where the stated investment policy is to replicate the composition of a relevant index as defined below.

26.2 Replication of the composition of a relevant index shall be understood to be a reference to a replication of the composition of the underlying assets of that index, including the use of techniques and instruments permitted for the purpose of Efficient Portfolio Management.

26.3 The 20% limit can be raised up to 35% in value of the Fund Property, but only in respect of one body and where justified by exceptional market conditions.

26.4 In the case of the Fund replicating an index the Fund Property need not consist of the exact composition and weighting of the underlying in the relevant index in cases where the Fund's investment objective is to achieve a result consistent with the replication of an index rather than an exact replication.

27. Relevant indices

- 27.1 The indices referred to above are those which satisfy the following criteria: The composition is sufficiently diversified;
- 27.1.1 The index represents an adequate benchmark for the market to which it refers; and
 - 27.1.2 The index is published in an appropriate manner.
- 27.2 The composition of an index is sufficiently diversified if its components adhere to the spread and concentration requirements in this paragraph.
- 27.3 An index represents an adequate benchmark if its provider uses a recognised methodology which generally does not result in the exclusion of a major issuer of the market to which it refers.
- 27.4 An index is published in an appropriate manner if:
- 22.4.1 it is accessible to the public;
 - 22.4.2 the index provider is independent from the index-replicating UCITS scheme; this does not preclude index providers and the UCITS scheme from forming part of the same group, provided that effective arrangements for the management of conflicts of interest are in place.

28. Cash and near cash

- 28.1 Cash and near cash must not be retained in the Scheme Property except to the extent that, where this may reasonably be regarded as necessary in order to enable:
- 28.2 the pursuit of a Fund's investment objectives; or
 - 28.3 redemption of Shares; or
 - 28.4 efficient management of a Fund in accordance with its investment objectives; or
 - 28.5 other purposes which may reasonably be regarded as ancillary to the investment objectives of the Fund.
- 28.6 During the period of the initial offer the Scheme Property may consist of cash and near cash without limitation.

29. General power to borrow

- 29.1 The Company may, in accordance with this paragraph and paragraph 29, borrow money for the use of the Fund on terms that the borrowing is to be repayable out of the Scheme Property. This power to borrow is subject to the obligation of the Fund to comply with any restriction in the Instrument of Incorporation.
- 29.2 A Fund may borrow under paragraph 29.1 only from institutions as stated in COLL 5.5.4R (3).
- 29.3 Borrowing must be on a temporary basis, must not be persistent and in any event must not exceed three months without the prior consent of the Depositary, which may be given only on such conditions as appear appropriate to the Depositary to ensure that the borrowing does not cease to be on a temporary basis. The

borrowing restrictions in this paragraph 29 do not apply to certain "back to back" borrowing for currency hedging purposes.

30. Borrowing limits

30.1 The ACD must ensure that a Fund's borrowing does not, on any day, exceed 10% of the value of the Scheme Property of a Fund.

30.2 The borrowing restrictions in this paragraph 31 do not apply to certain "back to back" borrowing for currency hedging purposes.

30.3 In this paragraph 30 borrowing includes, as well as borrowing in a conventional manner, any other arrangement (including a combination of derivatives) designed to achieve a temporary injection of money into the scheme property in the expectation that the sum will be repaid.

30.4 It is the Company's policy that any borrowing may not exceed 91 consecutive days.

31. Restrictions on lending of money

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

31.2 Acquiring a debenture is not lending for the purposes of paragraph 31.1; nor is the placing of money on deposit or in a current account.

31.3 Paragraph 31.1 does not prevent a Fund from providing an officer of the Company with funds to meet expenditure to be incurred by him for the purposes of a Fund (or for the purposes of enabling him properly to perform his duties as an officer of the Company) or from doing anything to enable an officer to avoid incurring such expenditure.

32. Restrictions on lending of property other than money

32.1 The Scheme Property of a Fund other than money must not be lent by way of deposit or otherwise.

32.2 The Scheme Property of a Fund must not be mortgaged.

32.3 Nothing in this paragraph 32 prevents the Fund or the Depositary at the request of the Fund, from lending, depositing, pledging or charging the Scheme Property of the Fund for margin requirements where transactions in derivatives or forward transactions are used for the account of the Fund in accordance with COLL 5.

33. General power to accept or underwrite placings

33.1 Any power in COLL 5 to invest in transferable securities may be used for the purpose of entering into transactions to which this section applies, subject to compliance with any restriction in the Instrument of Incorporation.

33.2 This paragraph applies, subject to paragraph 33.3, to any agreement or understanding:

- (a) which is an underwriting or sub-underwriting agreement; or

- (b) which contemplates that securities will or may be issued or subscribed for or acquired for the account of a Fund.
- 33.3 Paragraph 33.2 does not apply to:
- (a) an option; or
 - (b) a purchase of a transferable security which confers a right:
 - (i) to subscribe for or acquire a transferable security; or
 - (ii) to convert one transferable security into another.
- 33.4 The exposure of a Fund to agreements and understandings within paragraph 33.2 must, on any day:
- (a) be covered in accordance with the requirements of COLL 5.3.3AR; and
 - (b) be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in COLL 5.
34. **Guarantees and indemnities**
- 34.1 A Fund or the Depositary for the account of the Fund must not provide any guarantee or indemnity in respect of the obligation of any person.
- 34.2 None of the Scheme Property of a Fund may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.
- 34.3 Paragraphs 34.1 and 34.2 do not apply in respect of a Fund in case of COLL 5.5.9R (3).
35. **Efficient Portfolio Management**
- 35.1 The Company may utilise the Scheme Property to enter into transactions for the purposes of Efficient Portfolio Management ("**EPM**"). Permitted EPM transactions (excluding stock lending arrangements) are transactions in derivatives e.g. to hedge against price or currency fluctuations, dealt with or traded on an eligible derivatives market; off-exchange options or contracts for differences resembling options; or synthetic futures in certain circumstances. The ACD must take reasonable care to ensure that the transaction is economically appropriate to the 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 Company and the risk diversification rules laid down 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.
- 35.2 Permitted transactions are those that the Company reasonably regards as economically appropriate to EPM, that is:
- (a) 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

- (b) Transactions for the generation of additional capital growth or income for a 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:
 - (i) pricing imperfections in the market as regards the property which a Fund holds or may hold; or
 - (ii) receiving a premium for the writing of a covered call option or a cash covered put option on property of a Fund which the Company is willing to buy or sell at the exercise price, or
 - (iii) stock lending arrangements.

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

35.3 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 COLL Sourcebook, 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 COLL Sourcebook. A permitted transaction may at any time be closed out.

35.4 Any use of derivatives shall be in accordance with good market practice (having regard to COLL 5.4.6AG).. The related costs and fees may be deducted from the revenue delivered to the Fund, and may be paid to the third party intermediaries who are not related to the ACD or the Depositary. The identity of those intermediaries (if any) will be disclosed in the annual report.

36. **Stock lending**

36.1 As an extension of efficient portfolio management techniques explained above, a Fund or the Depositary for the account of a Fund, may enter into certain stock lending arrangements. Under such arrangements the Fund or the Depositary transfers securities to a third party otherwise than by way of sale and it is agreed that those securities or securities of the same type and amount should be redelivered to the Fund or the Depositary at a later date. The Fund or the Depositary at the time of delivery receives collateral to cover against the risk of the future redelivery not being completed.

36.2 There is no limit on the value of the property of the Fund which may be the subject of stock lending arrangements.

36.3 Such arrangement must always comply with the requirements of the Taxation of Chargeable Gains Act 1992 and the requirements of the FCA Regulations, as amended from time to time.

37. **Underwriting**

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

APPENDIX IV

LIST OF OTHER AUTHORISED COLLECTIVE INVESTMENT SCHEMES OPERATED BY THE ACD

The ACD acts as Authorised Corporate Director (ACD), Alternative Investment Fund Manager (AIFM) or Manager of the following Funds:

MI Activus Wealth Funds

MI Bespoke Funds ICVC

MI Brewin Dolphin Investment Funds

MI Brewin Dolphin Voyager Funds

MI Brompton UK Recovery Unit Trust

MI Canaccord Genuity Investment Funds

MI Charles Stanley Investment Funds

MI Charles Stanley Investment Funds II

MI Chelverton Equity Fund

MI Hawksmoor Open-Ended Investment Company

MI Polen Capital Asia Income Fund

MI Polen Capital Investment Funds

MI Quilter Cheviot Investment Funds

MI Sonoma Partners Funds

MI Thornbridge Investment Funds

MI TwentyFour Investment Funds

TwentyFour Income Fund

TwentyFour Select Monthly Income Fund

**APPENDIX V
PAST PERFORMANCE AND INVESTOR PROFILE**

	Year to 31/12/2019	Year to 31/12/2020	Year to 31/12/2021	Year to 31/12/2022	Year to 31/12/2023
MI Metropolis Valuefund A Accumulation Shares	16.0	12.8	21.7	-13.1	24.0

Source: Financial Express – Percentage annual performance.

On 1 June 2016 the Company exchanged all of the issued shares in the Retail and Institutional I share classes for shares in the Institutional II class which was renamed A Class Shares.

Past performance should not be taken as a guide to the future. Please see Appendix I for a Fund’s objectives and below for an explanation of investor profiles and risk categories.

Investor profile

The Company is marketable to all eligible investors provided they can meet the minimum subscription levels and are at least 18 years of age. The Fund may be suitable for investors who see collective investment schemes as a convenient way of participating in investment markets. They may be suitable for investors wishing to seek to achieve defined investment objectives. Such investors must have experience with, or understand, products where the capital is at risk. Investors must be able to accept some risk to their capital, thus the Fund may be suitable for investors who are looking to set aside the capital for at least 5-7 years. If you are uncertain whether these products are suitable for you, please contact a financial adviser.

Investors must be willing to accept that investments will fall and rise in value and investors may get back less than invested.

These are non-complex financial instruments.

Target Market for MiFID II:

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

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

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

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

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

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

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

are fully risk averse/have no risk tolerance

need a fully guaranteed income of fully predictable return profile

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

Best Execution:

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

This policy has been developed in accordance with the ACD's obligations under the Regulations to obtain the best possible result for the Company. Details of the order execution policy are available on the ACD's website at www.fundrock.com

**APPENDIX VI
SUB-CUSTODIAN LIST**

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

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

France	The Northern Trust Company	
Germany	The Northern Trust Company	
Ghana	Standard Chartered Bank Ghana Limited	
Greece	Citibank Europe PLC	
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	
Hong Kong (Stock and Bond Connect)	The Hongkong and Shanghai Banking Corporation Limited	
Hungary	Citibank Europe plc.	
Iceland	Landsbankinn hf.	
India	Citibank N.A.	
Indonesia	Standard Chartered Bank	
Ireland	The Northern Trust Company, London	
Israel	Citibank, N.A., Israel Branch	
Italy	Citibank Europe plc	
Japan	The Hongkong and Shanghai Banking Corporation Limited	
Jordan	Bank of Jordan Plc	

Kazakhstan	Citibank Kazakhstan JSC	
Kenya	Standard Chartered Bank Kenya Limited	
Kuwait	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Latvia	Swedbank AS	
Lithuania	AB SEB bankas	
Luxembourg	Euroclear Bank S.A./N.V.	
Malaysia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Malaysia Berhad
Mauritius	The Hongkong and Shanghai Banking Corporation Limited	
Mexico	Banco Nacional de Mexico S.A. integrante del Grupo Financiero Banamex	
Morocco	Société Générale Marocaine de Banques	
Namibia	Standard Bank Namibia Ltd	
Netherlands	The Northern Trust Company	
New Zealand	The Hongkong and Shanghai Banking Corporation Limited	
Nigeria	Stanbic IBTC Bank Plc	
Norway	Skandinaviska Enskilda Banken AB (publ)	

Oman	First Abu Dhabi PJSC, Oman Branch	
Pakistan	Citibank N.A., Karachi Branch	
Panama	Citibank N.A., Panama Branch	
Peru	Citibank del Peru S.A.	
Philippines	The Hongkong and Shanghai Banking Corporation Limited	
Poland	Bank Handlowy w Warszawie S.A	
Portugal	BNP Paribas SA	
Qatar	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Romania	Citibank Europe PLC	
Russia	AO Citibank	
Saudi Arabia	The Northern Trust Company of Saudi Arabia	
Serbia	UniCredit Bank Austria A.G.	UniCredit Bank Serbia JSC
Singapore	The Hongkong and Shanghai Banking Corporation Limited	
Slovakia	Citibank Europe PLC	
Slovenia	UniCredit Banka Slovenija d.d.	

South Africa	The Standard Bank of South Africa Limited	
South Korea	The Hongkong and Shanghai Banking Corporation Limited	
Spain	Citibank Europe plc	
Sri Lanka	Standard Chartered Bank	
Sweden	Skandinaviska Enskilda Banken AB (publ)	
Switzerland	UBS AG Switzerland	
Taiwan	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Taiwan) Limited
Tanzania	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Tanzania Limited
Thailand	Citibank N.A., Bangkok Branch	
Tunisia	Union Internationale de Banques	
Turkey	Citibank A.S.	
United Arab Emirates (ADX)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (DFM)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (NASDAQ)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
Uganda	Standard Chartered Bank Uganda Limited	

Ukraine (Market suspended)	JSC "Citibank"	
United Kingdom	Euroclear UK & International Limited (Northern Trust self-custody)	
United States	The Northern Trust Company	
Uruguay	Banco Itau Uruguay S.A.	
Vietnam	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Vietnam) Ltd
West Africa (UEMOA)	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA
Zambia	Standard Chartered Bank Zambia PLC	
Zimbabwe	The Standard bank of South Africa Limited	Stanbic Bank Zimbabwe Limited

APPENDIX VII DIRECTORY

The Company and Head Office:

MI Metropolis Valuefund
Hamilton Centre
Rodney Way
Chelmsford
Essex CM1 3BY

Administrator:

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

Authorised Corporate Director:

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

Depositary:

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

Custodian:

The Northern Trust Company, London Branch
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Canary Wharf
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Investment Manager:

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Buckinghamshire HP6 5DW

Registrar:

Apex Fundrock Ltd
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Auditors:

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