

**AUREUS FUND (IRELAND) P.L.C.**

(an open-ended investment company with variable capital)

A company incorporated with limited liability  
under the laws of Ireland with registered number 358019

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**PROSPECTUS**

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This Prospectus is dated 1 December 2021

The Directors of Aureus Fund (Ireland) p.l.c. whose names appear under the heading '**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 such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

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## 1 DEFINITIONS

**Companies Act** means Part 24 of the Irish Companies Act 2014 as amended from time to time and including any regulations made thereunder by ministerial order and any conditions that may from time to time be imposed thereunder by the Central Bank whether by notice or otherwise affecting the Company.

**Administrator** means State Street Fund Services (Ireland) Limited or any other person or persons for the time being duly appointed administrator in succession to the said company in accordance with the requirements of the Central Bank.

**AIF** means an alternative investment fund as defined in Regulation 5(1) of the Irish AIFM Regulations.

**AIF Rulebook** means the rulebook, notices and guidance notes issued by the Central Bank from time to time affecting the Company.

**AIFM** means Waystone Management Company (IE) Limited or any other person or persons for the time being duly appointed alternative investment fund manager of the Company in succession to the said Waystone Management Company (IE) Limited in accordance with the requirements of the Central Bank.

**AIFM Commission Regulation** means EU Commission Delegated Regulation (EU) No. 231/2013 as amended from time to time.

**AIFMD** means EU Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers as amended from time to time.

**Ancillary Assets** mean listed government and/or listed corporate bonds with a fixed or floating rate (and with a credit rating of at least B- by Standard & Poor's and IBCA or B3 by Moody's or if unrated, or rated by another rating agency, determined to be of equivalent quality by the Investment Manager), cash, bank deposits and/or money market instruments with a maturity of up to seven years, including but not limited to bankers acceptances, units or shares in money market funds and treasury bills.

**Application Form** means the application form for subscription of Shares.

**Base Currency** means the Euro.

**Business Day** means a day on which retail banks in Dublin are open for business and on which securities are traded on Euronext Dublin or such other day(s) as the Directors may determine, with the approval of the Depositary and prior notification to Shareholders.

**Central Bank** means the Central Bank of Ireland or any successor regulatory authority with responsibility for authorising and supervising the Company.

**Company** means Aureus Fund (Ireland) p.l.c.

**Commodities** include but are not limited to Precious Metals, other metals and any other asset that is considered a commodity by the markets.

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

**Constitution** means the Constitution of the Company.

**Credit Institution** means one of the following:

- (i) an EU credit institution;
- (ii) a bank authorised in a Member State of the EEA;
- (iii) a bank authorised by a signatory state, other than an EU Member State, or a Member State of the EEA, to the Basle Capital Convergence Agreement of July, 1988 (Switzerland, Canada, Japan, United States, UK); or
- (iv) A credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

**Data Protection Legislation** means the EU General Data Protection Regulation (EU) 2016/679 (GDPR), the EU Data Protection Directive 95/46/EC, the EU Privacy & Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation, European Commission decisions, binding EU and national guidance and all national implementing legislation including the Irish Data Protection Acts 1988 to 2018.

**Dealing Day** means in respect of subscriptions and repurchases every Business Day or such other day(s) as the Directors may determine, with the approval of the Depositary and prior notification to Shareholders, provided that there shall be at least one Dealing Day per month.

**Dealing Deadline** means 1.00pm Irish time on each Dealing Day by which applications for, and requests for repurchase of, Shares must be received in order to be dealt with on the same Dealing Day.

**Depositary** means State Street Custodial Services (Ireland) Limited or any other person or persons for the time being duly appointed Depositary in succession to the said company in accordance with the requirements of the Central Bank.

**Directors** means the directors of the Company.

**Euro** means the currency introduced at the start of the third stage of the economic union pursuant to the treaty establishing the European Union or any successor currency.

**Euronext Dublin** means the Irish Stock Exchange plc trading as Euronext Dublin.

**FDI** means financial derivative instruments.

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

**Initial Issue Price** means the price (excluding any Preliminary Charge) per Share at which Shares are initially offered during the Initial Offer Period.

**Initial Offer Period** means the period during which Shares are initially offered at the Initial Issue Price (as may be extended by the Directors at their discretion with notification to the Central Bank).

**Investment Advisor** means Tresides Asset Management GmbH or any other person or persons for the time being duly appointed investment advisor of the Company in succession to the said Tresides Asset Management GmbH in accordance with the requirements of the Central Bank.

**Investment Manager** means LBBW Asset Management Investmentgesellschaft mbH or any other person or persons for the time being duly appointed investment manager of the Company in succession to the said LBBW Asset Management Investmentgesellschaft mbH in accordance with the requirements of the Central Bank.

**Irish AIFM Regulations** means the European Union (Alternative Investment Fund Managers) Regulations 2013 (SI 257 of 2013) as amended from time to time.

**Member State** means a member state of the European Union.

**Minimum Shareholding** means such number of Shares per Shareholder as the Directors may from time to time determine.

**Minimum Holding** means such amount as the Directors may from time to time in an individual case or generally determine and as set out in this Prospectus. However, a different minimum holding may apply if Shares are purchased through a clearing system which itself holds the Minimum Holding.

**Minimum Initial Subscription** means such amount as the Directors may from time to time in an individual case or generally determine and as set out in this Prospectus. However, a different minimum initial subscription may apply if Shares are purchased through a clearing system which itself holds the Minimum Initial Subscription.

**month** means calendar month.

**Net Asset Value** or **Net Asset Value per Share** means in respect of the assets of the Company the amount determined in accordance with the principles as the Net Asset Value or the Net Asset Value per Share set out in the section entitled **Issue and Repurchase Prices/Calculation of Net Asset Value/Valuation of Assets**.

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

**Precious Metal Depot** means a depot where Precious Metal positions are held in allocated physical form, details of which are set out below under the heading **Custody of Assets**.

**Precious Metal Account** means an account where Precious Metal positions are held in an unallocated book-entry form, details of which are set below under the heading **Custody of Assets**.

**Precious Metals** mean gold, silver, palladium and platinum (each a **Precious Metal**).

**Preliminary Charge** means the charge of up to 5% of the Net Asset Value per Share payable on the subscription for Shares.

**Repurchase Charge** means the charge of up to 3% of the Net Asset Value per Share payable on the repurchase of Shares.

**Responsible Person** means the AIFM or, where the Company is a self-managed company, the Company.

**Securities** mean shares in companies, other securities equivalent to shares in companies, bonds, certificates and any other negotiable securities which carry the right to acquire any such transferable securities by subscription or exchange.

**Settlement Date** means in the case of subscriptions two Business Days following the relevant Dealing Day and in the case of repurchases, two Business Days following the relevant Dealing Day and after receipt of the relevant duly signed repurchase documentation.

**Shares** means participating shares of no par value in the capital of the Company.

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

**Taxable Irish Person** means any person other than:

- (i) a Foreign Person;
- (ii) an intermediary, including a nominee, for a Foreign Person;
- (iii) a qualifying management company within the meaning of section 739B TCA;
- (iv) a specified company within the meaning of section 734 TCA;
- (v) an investment undertaking within the meaning of section 739B of the TCA;
- (vi) an investment limited partnership within the meaning of section 739J of the TCA;
- (vii) an exempt approved scheme or a retirement annuity contract or trust scheme within the provisions of sections 774, 784 or 785 TCA;
- (viii) a company carrying on life business within the meaning of section 706 TCA;
- (ix) a special investment scheme within the meaning of section 737 TCA;
- (x) a unit trust to which section 731(5)(a) TCA applies;
- (xi) a charity entitled to an exemption from income tax or corporation tax under section 207(1)(b) TCA;
- (xii) a person entitled to exemption from income tax and capital gains tax under section 784A(2) TCA, section 787I TCA or section 848E TCA and the units held are assets of an approved retirement fund, an approved minimum retirement fund, a special savings incentive account or a personal retirement savings account (as defined in section 787A TCA);
- (xiii) the Courts Service;
- (xiv) a Credit Union;
- (xv) a company within the charge to corporation tax under section 739G(2) TCA, but only where the fund is a money market fund;
- (xvi) a company within the charge to corporation tax under section 110(2) TCA;
- (xvii) the National Asset Management Agency;
- (xviii) the National Treasury Management Agency or a Fund investment vehicle within the meaning of section 739D(6)(kb) TCA;

- (xix) the Motor Insurers' Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurers Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018);
- (xx) the National Pensions Reserve Fund Commission or a Commission investment vehicle (within the meaning given by section 2 of the National Pensions Reserve Fund Act 2000 as amended);
- (xxi) the State acting through the National Pensions Reserve Fund Commission or a Commission investment vehicle within the meaning given by section 2 of the National Pensions Reserve Fund Act 2000 (as amended); and
- (xxii) any other person as may be approved by the directors from time to time provided the holding of Shares by such person does not result in a potential liability to tax arising to the Company in respect of that Shareholder under Part 27, Chapter 1A of the TCA.

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

**TCA** means the Taxes Consolidation Act, 1997, as amended.

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

**United States Person** means a citizen or resident of the United States, a partnership organised or existing in the United States, a corporation organised under the laws of the United States or any estate or trust, other than an estate or trust the income of which comes from sources outside the United States (which is not effectively connected with the conduct of a trade or business within the United States) and is not included in gross income for the purpose of computing United States Federal income tax.

**US Dollar(s), USD, US\$** means the lawful currency of the United States or any successor currency.

**Valuation Point** means, in respect of the calculation of the Net Asset Value of the Company and the Net Asset Value per Share for each Dealing Day, 11.30pm Irish time on each Dealing Day.



## 2 INTRODUCTION

**The value of and income from Participating Shares (Shares) in the Company may go up or down and you may not get back the amount you have invested in the Company. Investment in Shares involves above average risk and your attention is drawn to the section below headed 'Risk Factors'. Such investment is only suitable for investors who are in a position to understand and take such risks and satisfy themselves that such investment is appropriate for them.**

The Company is an investment company with variable capital incorporated on 14 June, 2002 and is governed by Part 24 of the Companies Act 2014 as an investment company with variable capital and is a designated investment company pursuant to that Act. The Company is authorised by the Central Bank as a retail investor alternative investment fund. Accordingly, the Company is supervised by the Central Bank.

**The Central Bank shall not, by virtue of its authorisation of the Company or by reason of its exercise of the functions conferred on it by legislation in relation to this Company, be liable for any default of the Company. Authorisation of the Company does not constitute a warranty by the Central Bank as to the creditworthiness or financial standing of the various parties connected with the Company.**

**This Prospectus shall be governed by and construed in accordance with Irish law and for the purposes of AIFMD, the main (but not the sole) legal implication of the contractual relationship entered into for the purpose of investment in this Company is that an investor becomes a Shareholder of the Company. The Shareholder is, among other things, bound by the terms of the Constitution and the Application Form executed by or on behalf of said Shareholder. Further information is set out in the sections entitled Applications for Shares, Application Procedure, Repurchases of Shares, Risk Factors and General Information. The Application Form in respect of each Shareholder's application for Shares in the Company is governed by Irish law and the parties submit to the jurisdiction of the Irish courts. Irish law provides for the enforcement of judgement obtained in other countries subject to certain conditions having been met.**

**Authorisation of the Company by the Central Bank is not an endorsement or guarantee of the Company by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus.**

**If you are in any doubt about the contents of this Prospectus you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.**

Distribution of this Prospectus is not authorised in any jurisdiction unless accompanied by a copy of the latest published annual report and audited accounts of the Company and a copy of the latest semi-annual report and unaudited accounts. Such reports and this Prospectus together form the prospectus for the issue of Shares in the Company.

**A Preliminary Charge of up to 5% of Net Asset Value per Share may be charged by the Company (as determined by the Directors) on the subscription of Shares. The Company may waive the Preliminary Charge in whole or in part.**

**A Repurchase Charge of up to 3% of the Net Asset Value per Share may be charged by the Company on the repurchase of Shares. The difference at any one time between the sale and repurchase price of Shares means that the investment should be viewed as medium to long-term.**

**Where distributions may be made from capital of the Company, there is a greater risk that capital will be eroded and the distribution is achieved by foregoing the potential for future capital growth of your investment and the value of future returns may also be diminished. This cycle may continue until all capital is depleted. Distributions out of capital may have different tax implications to distributions of income and recommend that investors seek advice in this regard. In the event that the net distributable**

**income generated by the Company during the relevant period and attributable to the relevant Class is insufficient to pay a distribution which is declared, the Directors may at their discretion determine such dividends may be paid from the capital of the Company.**

**The price of gold and other Precious Metals varies considerably over time. This makes investment in gold and/or Precious Metals high risk, particularly for medium to long term investors. If the price of gold and/or Precious Metals falls considerably, as it has in the past, you could face a significant loss on your investment.**

**An investment in the scheme should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

The prices of financial derivative instruments, including futures and options, are volatile and may involve above average risk. Hence investment in the Company may be suitable only for persons who are in a position to take such a risk. Accordingly it is recommended that an investment in the Company should not comprise more than 5% of an investor's portfolio.

Application was made to Euronext Dublin for the listing of the Shares of the Company issued and available for issue to be admitted to the Official List of Euronext Dublin. This Prospectus constitutes listing particulars for the purpose of such applications. The Shares were admitted to the Official List of the Euronext Dublin and dealings in the Shares commenced on 19 September, 2002. The Directors do not anticipate that an active secondary market will develop in the Shares.

Neither the admission of Shares to the Official List nor trading on the Global Exchange Market of Euronext Dublin nor the approval of the Prospectus pursuant to the listing requirements of Euronext Dublin shall constitute a warranty or representation by Euronext Dublin as to the competence of service providers to or any other party connected with the Company, the adequacy of information contained in the Prospectus or the suitability of the Company for investment purposes. The Global Exchange Market of Euronext Dublin is not a 'regulated market' as defined under the Directive on Markets in Financial Instruments 2014/65/EU.

This Prospectus may not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or not authorised. In particular, the Shares have not been registered under the United States Securities Act of 1933 (as amended) and may not, except in a transaction which does not violate US securities laws, be directly or indirectly offered or sold in the United States or to any United States Person. The Company will not be registered under the United States Investment Company Act of 1940.

The Constitution of the Company gives powers to the Directors to impose restrictions (but not the obligation) on the holding of Shares by (and consequently to repurchase Shares held by) or the transfer of Shares to any Taxable Irish Persons (unless the Directors determine otherwise) or United States Persons (unless permitted under certain exceptions under the laws of the United States) or by any person who appears to be in breach of the laws or requirements of any country or government authority or by any person or persons in circumstances (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the Company incurring any liability to taxation or suffering pecuniary disadvantage or being in breach of any law or regulation which the Company might not otherwise have incurred, suffered or breached. The Constitution also permits the Directors where necessary to repurchase and cancel Shares held by a person who is or deemed to be a Taxable Irish Person on the occurrence of a chargeable event for Irish taxation purposes.

**Potential subscribers and purchasers of Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange restrictions or exchange control**

**requirements and (d) any other requisite governmental or other consents or formalities which they might encounter under the laws of the countries of their incorporation, citizenship, residence or domicile and which might be relevant to the subscription, purchase, holding or disposal of Shares.**

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

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

Distribution of this Prospectus in certain jurisdictions will require that the Prospectus, the Constitution and certain of the agreements referred to herein and listed under **Documents and Information Available for Inspection** be translated into other languages. Where such translation is required, it will accord in all respects with the English version and in the event of any inconsistency, the English version shall prevail.

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

### **3 SUMMARY**

The information in this Summary is selective and should be read in conjunction with the full text of the Prospectus.

**Structure:** The Company is an open-ended variable capital company authorised as a designated investment company under Part 24 of the Companies Act.

**Investment Objective and Policies:** Long term capital growth.

**AIFM:** Waystone Management Company (IE) Limited.

**Investment Manager:** LBBW Asset Management Investmentgesellschaft mbH.

**Depositary:** State Street Custodial Services (Ireland) Limited.

**Administrator:** State Street Fund Services (Ireland) Limited.

**Base Currency:** Euro.

**Minimum Initial Subscription:** Euro 1,000. However, a different minimum initial subscription may apply if Shares are purchased through a clearing system which itself holds the Minimum Initial Subscription.

**Minimum Holding:** Euro 1,000. However, a different minimum holding may apply if Shares are purchased through a clearing system which itself holds the Minimum Holding.

**Annual Accounting Date:** 31st December.

**Dealing Day:** Every Business Day.

**Dealing Deadline:** 1.00pm Irish time on each Dealing Day.

**Initial Issue Price:** Euro 70.

**Preliminary Charge:** Up to 5% of the Net Asset Value per Share payable on the subscription for Shares.

**Repurchase Charge:** Up to 3% of the Net Asset Value per Share payable on the repurchase of Shares.

**Pricing:** The issue price is calculated on each Dealing Day and is available from the Administrator and the Investment Manager.

**Listing:** The Shares are listed on the Official List and traded on the Global Exchange Market of Euronext Dublin.

## 4 INVESTMENT OBJECTIVE AND POLICIES

### 4.1 Investment Objective

The investment objective of the Company is to achieve long-term capital growth.

### 4.2 Investment Policies

The Company will invest directly and indirectly mainly in Precious Metals, namely gold, silver, palladium and platinum.

Investment in Precious Metals may be achieved by investing directly in Precious Metals through Precious Metal Depots. The Company may also invest in Precious Metals (including, but not limited to, gold) by investing indirectly in Precious Metals through Precious Metal Accounts and/or through use of derivatives (as described further below).

The Company may also gain exposure to Precious Metals by investing in Securities (ordinarily listed on the markets set out in Appendix 1) of companies whose activities include (but are not limited to) the mining, trading, drilling, exploration, processing, distribution, research or extraction of Precious Metals or companies which are involved in or their performance is related to Precious Metals and or by investing in Securities giving a delta one exposure (i.e. one for one price exposure) to Precious Metals.

The Company may also gain exposure to Precious Metals indirectly by investing in collective investment schemes whose assets include Precious Metals and/or Securities related directly or indirectly to Precious Metals. The Company may not invest in collective investment schemes which are unregulated, closed-ended or unauthorised to distribute, market or sell their units in a Member State. Regulated collective investment schemes in which the Company may invest will typically be regulated in a Member State or the United States.

The Company may invest in listed government and/or listed corporate bonds with a fixed or floating rate (and with a credit rating of at least B- by Standard & Poor's and IBCA or B3 by Moody's or if unrated, or rated by another rating agency, determined to be of equivalent quality by the Investment Manager), cash, bank deposits and/or money market instruments with a maturity of up to seven years, including but not limited to bankers acceptances, units or shares in regulated money market funds and treasury bills (**Ancillary Assets**). The Company may invest up to 30% of its Net Asset Value in Ancillary Assets subject to a limit of 10% of Net Asset Value in regulated money market funds.

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

Under the rules of Euronext Dublin, in the absence of unforeseen circumstances, the investment objective and policies of the Company will be adhered to for at least three years following the admission of the Shares to, and trading on the Global Exchange Market of, the Official List of Euronext Dublin.

Any change in the investment objective or any material change to the investment policies of the Company may only be made with the approval of an ordinary resolution of the Shareholders of the Company. In addition, subject to notifying the Shareholders, the Directors may make non-material changes to the investment policies of the Company. In the event of a change of investment objective and/or policies, a reasonable notification period must be given by the Company to each Shareholder to enable a Shareholder to have its Shares repurchased prior to the implementation of such change.

#### 4.3 Sustainability Risks

The Company invests directly in Precious Metals which are physically held in the vaults of the Company's sub-custodian, in accordance with the Company's investment policies. All physical bars are traded (purchased and sold) within the London Bullion Market Association (**LBMA**) Good Delivery framework. LBMA (for Gold and Silver) and LPPM (London Platinum and Palladium Market) have enacted Responsible Gold/Silver/Platinum/Palladium Guidances for Good Delivery Refiners in order to combat systematic or widespread abuses of human rights, to avoid contributing to conflict, and to comply with high standards of anti-money laundering and combating terrorist financing practice. Accordingly, the AIFM acting in respect of the Company does not deem sustainability risks (being an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the Company's investments) or the adverse impacts of investment decisions on sustainability factors (being environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters) to be relevant when making investment decisions as between which physical Precious Metals are to be purchased. This is because AIFM and the Investment Manager do not believe that sustainability risks are likely to have a material negative impact on one Precious Metal when compared to investment in other Precious Metals that the Company may invest in.

While the Company is permitted to gain exposure to Precious Metals by investing indirectly (for example by way of investing in securities of companies whose activities include mining or other activities relating to Precious Metals), the Company would not ordinarily do so as it meets its investment objective by investing directly in physically held Precious Metals.

## 5 USE OF FINANCIAL DERIVATIVE INSTRUMENTS

The Company may use exchange traded FDIs for investment purposes, in particular to gain exposure to Precious Metals in a more cost and time efficient manner. The Company may further use exchange traded and over the counter (**OTC**) FDIs for the purposes of efficient portfolio management (**EPM**) for hedging purposes or performance enhancement and to provide protection against exchange rate risks subject to the conditions and limits laid down in the AIF Rulebook.

The net maximum potential exposure created by use of FDIs or created through borrowing, under the conditions and within the limits set down by the Central Bank, or through both of these together shall not exceed 25% of the Company's Net Asset Value, which will give the Company a maximum global exposure of 25% of Net Asset Value and a maximum total exposure of 125% of Net Asset Value calculated in accordance with the commitment methodology and a maximum total exposure of 250% of Net Asset Value calculated in accordance with the gross methodology, as provided for in Articles 7 and 8 of the AIFM Commission Regulation. Where the exposure of positions is calculated using the gross methodology, the exposure will be calculated as the sum of the absolute value of all positions. When a transferable security or money market instrument contains an embedded derivative, the latter shall be taken into account when complying with this limit. The Company's global exposure will be calculated using the commitment method.

The following is a description of the types of financial derivative instruments which may be used by the Company (this list is not exhaustive):

### 5.1 **Futures**

Futures are contracts to buy or sell a standard quantity of a specific asset (or, in some cases, receive or pay cash based on the performance of an underlying asset, instrument or index) at a pre-determined future date and at a price agreed through a transaction undertaken on an exchange. Futures contracts allow investors to hedge against market risk or gain exposure to the underlying market. Since these contracts are marked-to-market daily, investors can, by closing out their position, exit from their obligation to buy or sell the underlying assets prior to the contract's delivery date. Futures may also be used to equitise cash balances, both pending investment of a cash flow and with respect to fixed cash targets. Frequently, using futures to achieve a particular strategy instead of using the underlying or related security or index results in lower transaction costs being incurred.

The type of futures that the Company may use are interest rate futures, currency futures, commodity futures and equity index futures.

### 5.2 **Forward Contracts**

A forward contract is a non-standardized, negotiated, over-the-counter contract between two parties to buy or sell an asset at a specified future time at a price agreed upon today. Forward contracts may be cash or physically settled between the parties and these contracts cannot be transferred.

The Company may, depending on its tactical viewpoint, seek to take or hedge currency exposure through the use of foreign exchange contracts such as currency forwards.

The Company may use forward foreign exchange contracts for hedging foreign exchange risks arising for share classes of the Company denominated in a currency other than the base currency. In addition, some of the assets of the Company may be held in currencies other than the base currency. Accordingly, the Company may, depending on its tactical viewpoint and at the discretion of the Investment Manager also enter into such forward foreign exchange contracts to seek to hedge such currency exposures back into the base currency of the Company or the currency of denomination of the relevant share class.

### 5.3 **Options**

There are two forms of options, put and call options. Put options are contracts sold for a premium that gives one party (the buyer) the right, but not the obligation, to sell to the other party (the seller) of the contract, a specific quantity of a particular product or financial instrument at a specified price. Call options are similar contracts sold for a premium that gives the buyer the right, but not the obligation, to buy from the seller of the option. Options may also be cash settled. The Company may be a seller or buyer of put and call options.

The type of options that the Company may enter into are index options: long call, index options: long put, index options: short call and index options: short put.

### 5.4 **Spot foreign exchange transactions**

The Company may enter into spot foreign exchange transactions for the purposes of EPM. Such transactions involve the purchase of one currency with another, a fixed amount of the first currency being paid to receive a fixed amount of the second currency. **Spot** settlement means that delivery of the currency amounts normally takes place two business days in both relevant centres after the trade is executed.

## Operational costs/fees

The Company may deduct direct and indirect operational costs and fees incurred in the use of EPM techniques from the revenue delivered to the Company from the use of such techniques. These costs and fees shall be charged at normal commercial rates and shall not include hidden revenue. The Company does not receive costs or fees of this type. The entities to which such direct and indirect operational costs and fees are paid (including whether such entities are related to the Company or Depository) will be disclosed in the Company's annual report. All revenues from EPM techniques, net of direct and indirect operational costs will be returned to the Company.

## 6 INVESTMENT RESTRICTIONS

- 6.1 Investors should note that the Company may be fully invested in physical Precious Metals from time to time.
- 6.2 Save for holdings in Precious Metal Accounts, Precious Metal Depots and financial derivatives, not more than 10% of the Net Asset Value of the Company will be invested in Securities which are not traded in or dealt on a market which is provided for in Appendix I to the Prospectus.
- 6.3 Not more than 10% of the Net Asset Value of the Company will be invested in Securities issued by the same institution.
- 6.4 The Company may not hold more than 10% of any class of security issued by any single issuer. This requirement does not apply to investments in other collective investment schemes of the open-ended type.
- 6.5 Not more than 5% of the Net Asset Value of the Company will be invested in debt securities of companies, other than Credit Institutions (as defined below), with a credit rating of less than A1 or equivalent.
- 6.6 The Company may invest up to 49 per cent of its Net Asset Value in transferable securities issued or guaranteed by any of the following:
- 6.7 Member States, their local authorities, public international bodies or which one or more Member States are members, Organisation for Economic Co-operation and Development (**OECD**) governments (provided the relevant issues are investment grade), European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority.
- 6.8 At least 51% of the Net Asset Value of the Company shall be invested in Precious Metal Accounts, Precious Metal Depots or Securities related to Precious Metals, provided that not more than 45% of the Net Asset Value of the Company will be exposed to Precious Metals other than gold (whether by way of use of derivatives and/or investment in Precious Metal Accounts or Precious Metal Depots).
- 6.9 The Company shall at all times hold at least four different types of asset and may, in addition, hold cash on a temporary basis.
- 6.10 Not more than 30% of the Net Asset Value of the Company will be invested in Ancillary Assets.
- 6.11 Up to 100% of the aggregate Net Asset Value of the Company may be held in Precious Metal Depots.

- 6.12 The Company may not acquire any securities carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- 6.13 The Company may not exercise legal or management control of underlying investments.
- 6.14 The Company may invest up to 10% of its Net Asset Value in other collective investment schemes. The Company will not be invested in collective investment schemes which are unregulated, closed-ended or unauthorised to distribute, market or sell their units in a Member State. Regulated collective investment schemes in which the Company may invest will typically be regulated in a Member State or the United States.
- 6.15 Additional fees will arise from the investment policy to invest in other collective investment schemes. The charges and other costs relating to investment in underlying collective investment schemes will be borne by the Company. The Company will typically only invest in other collective investment schemes that have a maximum preliminary/initial charge of 5% of the relevant subscription amount and a maximum investment management fee of 2% of the net asset value of the collective investment scheme. Where the Company invests in collective investment schemes managed by an associated or related company, the manager of the scheme in which the investment is being made must waive the preliminary/initial/redemption charge which it is entitled to charge for its own account in relation to the acquisition of units and where a commission is received by the AIFM or Investment Manager by virtue of an investment in the units of another collective investment scheme, this commission must be paid into the property of the Company.
- 6.16 The Company may not carry out sales of transferable securities when such securities are not in the ownership of the Company.
- 6.17 The Company may invest in warrants on transferable securities which warrants are traded or dealt on a market which is provided for in Appendix I to this Prospectus provided that the Company may not invest more than 5% of Net Asset Value in such warrants.
- 6.18 Investment in a fund of funds scheme is not allowed.
- 6.19 In respect of cash or deposits of short-term securities (which may include securities with maturities of up to 7 years) held to meet any actual or contingent margin payments or premium, not more than 10% of the net assets of the Company may be kept on deposit with any one institution or invested in securities issued by any one institution; this limit is increased to 30% for deposits with or securities evidencing deposits issued by or securities guaranteed by the following (with each of those included under (i) to (iv) below being a **Credit Institution**):
- 6.19.1 an EU credit institution;
  - 6.19.2 a bank authorised in a Member State of the EEA;
  - 6.19.3 a bank authorised by a signatory state, other than an EU Member State, or a Member State of the EEA, to the Basle Capital Convergence Agreement of July, 1988 (Switzerland, Canada, Japan, United States, UK);
  - 6.19.4 A credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand;
  - 6.19.5 the Depositary; or



- 6.19.6 with the prior approval of the Central Bank, a credit institution which is an associated or related company of the Depository.
- 6.20 Related companies and/or institutions are regarded as a single issuer for the purpose of this paragraph.
- 6.21 The Company is permitted to engage, to a limited extent, in leverage through the use of techniques and instruments permitted for investment purposes and for the purposes of efficient portfolio management as set out herein. The net maximum potential exposure created by such techniques and instruments or created through borrowing, under the conditions and within the limits set down by the Central Bank, or through both of these together shall not exceed 25% of the Company's Net Asset Value.
- 6.22 FDI
- 6.22.1 The Company may invest in FDIs dealt in over-the-counter (OTC) provided that it is for the purposes of EPM only, in particular currency hedging, and provided that any obligations under the OTC transactions must at all times be held in liquid assets.
- 6.22.2 The counterparty to an OTC derivative must be one of the following:
- 6.22.3 credit institution authorised in the European Economic Area (**EEA**) (European Union Member States, Norway, Iceland, Liechtenstein);
- 6.22.4 a credit institution authorised within a signatory state, other than a Member State of the EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States, UK);
- 6.22.5 a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand;
- 6.22.6 an investment firm authorised in accordance with the Markets in Financial Instruments Directive in an EEA Member State;
- 6.22.7 an entity subject to regulation as a Consolidated Supervised Entity (**CSE**) by the US Securities and Exchange Commission.
- 6.22.8 In the case of a counterparty which is not a Credit Institution (as defined above) the counterparty has a minimum credit rating of A2 or equivalent, or is deemed by the Company to have an implied rating of A2. Alternatively, an unrated counterparty will be acceptable where the Company is indemnified against losses suffered as a result of a failure by the counterparty, by an entity which has and maintains a rating of A2.
- 6.23 Risk exposure to the counterparty may not exceed the 5% of Net Asset Value (this is increased to 10% in the case of a Credit Institution as defined above). Exposure must take account of all exposures which the Company might have to the counterparty. Collateral may be passed to the Company to reduce counterparty exposure provided that said collateral will be held in accordance with the conditions and requirements of the Central Bank.
- 6.24 The Company must be satisfied that (i) the counterparty to an OTC transaction will value the transaction with reasonable accuracy and on a reliable basis and (ii) the OTC derivative can be sold, liquidated or closed by an offsetting transaction at fair value, at any time at the initiative of the Company. The Company must not enter into an OTC derivative if both of these conditions are not satisfied.

- 6.25 The Company's net assets must include liquid assets which have a total minimum value, at all times, at least equal to the sum of all margin deposited and all premiums paid, in respect of transactions which have not been closed out.
- 6.26 The Company must not hold an open position in any one futures or options contract (meaning the net position of any single maturity) for which the initial margin or premium represents 5% or more of its net assets. Neither must the Company hold an open position in contracts concerning a single commodity or single financial instrument for which the margin or premium requirement represents 10% or more of its net assets. These limits are also applicable to any foreign exchange transactions with a Credit Institution.
- 6.27 It is intended that the Company should have the power to avail of any change in the law, regulations or guidelines which would permit investment in assets and securities on a wider basis.
- 6.28 The investment limits set out above are deemed to apply at the time of purchase of the investments. The Company need not comply with the above investment limit percentages when exercising subscription rights attaching to securities which form part of the assets of the Company. If the investment limit percentages are exceeded for reasons beyond the control of the Company or as a result of the exercise of subscription rights, the Directors will adopt as a priority objective for the Company's sale transactions the remedying of that situation, taking due account of the interests of Shareholders.

## **7 BORROWING AND LENDING POWERS**

The Company may borrow monies up to 10% of its net assets at any time for temporary purposes (and not as part of its investment objective) and may charge or pledge its assets as security for any such borrowings. Without prejudice to the powers of the Company to invest in transferable securities, the Company may not lend to, or act as guarantor on behalf of third parties. The Company may acquire debt securities and securities which are not fully paid.

The Company shall not raise capital from the public through the issue of debt securities.

## **8 CUSTODY OF ASSETS**

The Depositary, on behalf of the Company, will utilise two types of accounts in order to gain exposure to Precious Metals; namely Precious Metal Accounts and Precious Metal Depots.

### **8.1 Precious Metal Account**

A Precious Metal Account allows the Company to trade and the Depositary maintain custody of Precious Metals on a book-entry or unallocated basis similar to a cash deposit. The Depositary, on behalf of the Company, will not be able to hold or take physical delivery of the Precious Metals. This does not constitute a physical holding of the Precious Metal in question.

### **8.2 Precious Metal Depot**

A Precious Metal Depot allows the Company to trade and the Depositary (through its delegates) to take physical delivery of precious metals on a physical or allocated basis. Once the Company has entered into a contract with a counterparty to purchase or sell precious metals a trade ticket will be sent to the Depositary setting out the relevant details to permit the transaction to be settled. The precious metal will be delivered into or out of the Depositary's account together with a certificate detailing the manufacturer, the serial number, the weight and quality of the metal. The same information is stamped into the Precious Metal itself and will be verified upon receipt of delivery. Precious Metals in Metal Depots might be subject to VAT. The Company will do its best effort to ensure that "bonded" tax exempt vaults are used.

## **9 RISK FACTORS**

The investments of the Company in securities are subject to normal market fluctuations and other risks inherent in investing in securities. The value of investments and the income from them, and therefore the value of, and income from, Shares can go down as well as up and an investor may not get back the amount he invests. Changes in exchange rates between currencies or the conversion from one currency to another may also cause the value of the investments to diminish or increase. An investor who realises Shares after a short period may, in addition, not realise the amount originally invested in view of the Preliminary Charge and Repurchase Charge which may be made on the issue and repurchase of such Shares.

The Company will not have control over the activities of any other fund invested in by the Company. The managers of such funds may take undesirable tax positions, employ excessive leverage or otherwise manage the funds in a manner not anticipated by the Company. In addition, the Company may invest in funds which are unregulated and which will not provide a level of investor protection equivalent to funds authorised under Irish law and subject to Irish regulations and conditions.

### **9.1 Investing in Commodities - Trading Risk**

There can be no assurance that the Company will achieve its investment objective. The Directors recommend that in view of the level of risk associated with trading in commodities any investment in the Company should be viewed by an investor as a medium to long-term investment.

### **9.2 Investing in Commodities - Additional Risks**

Holding, selling or purchasing of Commodities may be restricted by law or order of relevant authorities in certain jurisdictions from time to time.

Holding, selling or purchasing of Commodities may be charged with additional levies, taxes or charges.

Futures contracts relating to Commodities may become illiquid due to increased margin requirements.

The physical transfer of Precious Metals from or to Precious Metal Depots may be restricted by order of any local authority or statutory body. Situations may also arise where the risk pertaining to such a transfer cannot be insured and transport agents accordingly refuse to deliver or receive Precious Metals.

The stock prices of companies involved in Commodities-related industries may experience greater volatility than companies not involved in the Commodities industry. Investments related to Commodities are considered speculative and are affected by a variety of worldwide economic, financial and political factors. Prices of Commodities may fluctuate sharply over short periods in time due to changes in inflation or expectations regarding inflation in various countries, the availability of supplies of Commodities, changes in industrial and commercial demand, metal sales by governments, central banks or international agencies, investment speculation, monetary and other economic policies of various governments and government restrictions on private ownership of certain commodities, especially precious metals.

### **9.3 Investing predominantly in Gold**

The Company may be predominantly invested in gold. This would result in the Company not being (fully) diversified into other asset classes. The price of gold can be volatile and might be influenced by currency, interest rate and other market changes. Also political, legal and regulatory risks and developments (as set out below) may have an unpredictable impact on the price of gold. Central banks may sell or purchase

significant quantities of gold to move the price in unfavourable directions. The investment in the Company should be considered medium to long term.

#### 9.4 **Cross Currency Risk**

The Company's investments may be denominated in a currency other than the Base Currency and the Company's exposure to such a currency may not be hedged back to the Base Currency. Accordingly, the value of the Shares may be affected by any currency movement between the currency of the investments and the Base Currency.

#### 9.5 **Counterparty and Settlement Risk**

Settlement risk occurs when a transaction is not completed as duly agreed between the parties. This may be due to an error or omission in the necessary settlement, clearing or registration processes or due to the lack of creditworthiness of one of the parties to the transaction.

Counterparty risk occurs when a party to a contract fails to honour and defaults on its obligations thereunder. Funds which are party to these risks can incur considerable losses.

#### 9.6 **Market and Liquidity Risk**

Trading counterparties may from time to time refrain from making a market in a particular financial contract or instrument, with the result that those persons already holding such a contract or instrument are unable to liquidate their exposure. Such characteristics can lead to considerable losses being incurred by those exposed to such instruments.

#### 9.7 **Liquidity Risk Management**

The AIFM employs liquidity management procedures to enable it to monitor the liquidity risk of the Company so as ensure that the liquidity profile of the investments of the Company comply with the underlying obligations of the Company taking into account the Company's investment strategy, liquidity profile and redemption policy. Tools and arrangements set out elsewhere in this Prospectus, such as the ability to limit redemptions, apply redemption fees and temporary suspension of trading may be imposed with the approval of the Directors in order to manage the liquidity risk of the Company and to ensure the fair treatment of shareholders. In addition, Shareholders have the ability to redeem their investments in the Company in a manner consistent with the fair treatment of all Shareholders and in accordance with the redemption policies of the Company as set out in **Repurchases of Shares**.

#### 9.8 **Correlation Risk**

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

## 9.9 Political Legal and/or Regulatory Risks

The value of the assets of the Company may be adversely affected by uncertainties, such as international political and economic developments, changes in market conditions, government policies or in legal, regulatory or taxation requirements.

## 9.10 Derivative Trading Risks

The prices of FDIs, including futures and options, are volatile and may involve above average risk. Hence investment in the Company may be suitable only for persons who are in a position to take such a risk. Accordingly it is recommended that an investment in the Company should not comprise more than 5% of an investor's portfolio. In addition, the Company is subject to the risk of the failure of any of the exchanges on which it trades or of their clearing houses and in certain cases the counterparties with whom the trades are carried out. The following additional risks apply to trading in derivatives:

### 9.10.1 Derivative Trading is Leveraged Risk

Because of the low margin deposits normally required in derivative trading, a degree of leverage is typical of a trading account. As a result, a relatively small price movement in a contract may result in losses to Shareholders. Thus, like other leveraged investments, any purchase or sale of a derivative contract may result in losses to the Company in excess of the amount initially deposited by the Company as margin with respect to that contract.

### 9.10.2 Derivative Trading May Be Illiquid Risk

Most futures exchanges limit fluctuations in futures contract prices during a single day by regulations referred to as **daily price fluctuation limits** or **daily limits**. During a single trading day no trades may be executed at prices beyond the daily limit. Once the price of a futures contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the futures contract can be neither taken nor liquidated unless traders are willing to effect trades at or within the limit. Futures prices have in the past moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Company from promptly liquidating unfavourable positions and thus subject the Company to losses.

### 9.10.3 Possible Effects of Speculative Position Limits Risk

Certain exchanges have established limits referred to as **speculative position limits** on the maximum net long or net short position which any entity may hold or control in particular futures. It is possible that the trading instructions for the Company may have to be modified and that positions held by the Company may have to be liquidated in order to avoid exceeding such limits. Such modification or liquidation, if required, could adversely affect the operations and profitability of the Company.

### 9.10.4 Options Risk

The Company may engage in the trading of options including options on futures contracts. Such trading involves risks similar to those involved in trading futures contracts or margined securities, in that options are leveraged. Specific market movements of the futures contracts or securities underlying an option cannot accurately be predicted. The purchaser of an option is subject to the risk of losing the entire purchase price of the option. The writer of an option is subject to the risk of loss resulting from the difference between the premium received for the option and the price of the

futures contract or security underlying the option which the writer must purchase or deliver upon exercise of the option.

#### 9.10.5 Forward Contracts Transactions Risk

The Company may trade in forward contracts on foreign currencies. In this connection, the Company may contract to make or take delivery of a particular foreign currency. Although the foreign currency market is not necessarily more volatile than the market in futures, there is less protection against defaults in the forward trading of currencies since such forward contracts are not guaranteed by an exchange or clearing house.

#### 9.10.6 Futures Risk

Futures are standardised forwards which are traded on exchanges. Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the Company's position with cash. They carry a high degree of risk. The "gearing" or "leverage" often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small market movement can lead to a proportionately much larger movement in the value of the Company's investment, and this can work against the Company as well as for the Company. Futures transactions have a contingent liability, and investors should be aware of the implications of this, in particular the margining requirements.

#### 9.11 **Reliance on the AIFM and Investment Manager Risk**

The Shareholders will have no right to participate in the management of the Company or in the control of its business. Accordingly no person should purchase any Shares unless he is willing to entrust all aspects of management of the Company to the AIFM and (in accordance with the Investment Management Agreement) all aspects of selection and management of the Company's investments to the Investment Manager. The Company's success will depend, amongst other things, on the efforts of the AIFM and the Investment Manager and each of its principals.

#### 9.12 **Valuation Risk**

In circumstances where the AIFM, the Investment Manager or another adviser to the Company values investments which are not listed, quoted or dealt in on a stock exchange or other market that is not regulated, there is an inherent conflict of interest between the involvement of the AIFM, the Investment Manager or such adviser in determining the valuation price of the Company's investments and the AIFM's, Investment Manager's or such adviser's other responsibilities. The fees of the AIFM, Investment Manager or such adviser may increase as the Net Asset Value of the Company increases.

#### 9.13 **Pandemic Risk**

An outbreak of an infectious disease, pandemic or any other serious public health concern could occur in any jurisdiction in which the Company may invest, leading to changes in regional and global economic conditions and cycles which may have a negative impact on the Company's investments and consequently its Net Asset Value. Any such outbreak may also have an adverse effect on the wider global economy and/or markets which may negatively impact the Company's investments more generally. In addition a serious outbreak of infectious disease may also be a force majeure event under contracts that the Company has entered into with counterparties thereby relieving a counterparty of the timely performance of the services such counterparties have contracted to provide to the Company (the nature of the services will vary depending on the agreement in question). In a worst case scenario, this may result in the Company

being delayed in calculating its Net Asset Value, processing dealing in Shares, undertaking independent valuations of the Company or processing trades in respect of the Company. However each of the AIFM, Depository, the Administrator, the Investment Manager and the Investment Advisor have business continuity plans in place which are tested regularly.

## 10 DIVIDEND POLICY

Under the Constitution, the Directors are entitled to pay such dividends at such times as they think fit and as appear to be justified by the profits of the Company being:

- (i) the accumulated net income (consisting of all revenue accrued including interest and dividends earned by the Company less accrued expenses);
- (ii) realised and unrealised capital gains on the disposal/valuation of investments and other funds less realised and unrealised accumulated capital losses of the Company.
- (iii) capital referable to the relevant class.

The Company will be obliged and entitled to deduct an amount in respect of Irish taxation from any dividend payable to any Shareholder who is or is deemed to be a Taxable Irish Person and pay such sum to the Revenue Commissioners in Ireland. Dividends (if any) will be paid in accordance with Euronext Dublin policy.

It is the Director's current intention that dividends will be paid in accordance with this section 10.

Dividends not claimed within six years from their due date will lapse and revert to the Company.

Dividends payable in cash to Shareholders will be paid by electronic transfer at the expense of the payee.

## 11 DIRECTORS OF THE COMPANY

11.1 The Directors of the Company are described below:

**Paul Dobbyn (Irish national):** Mr Dobbyn is a retired solicitor and former partner in the law firms A&L Goodbody and Maples and Calder Solicitors. His areas of specialism included asset management and investment funds. Mr Dobbyn currently holds a number of directorships in investment funds.

**Michael Krauss (German national):** Mr Krauss is a fund manager and partner of Tresides Asset Management GmbH. He began his career in Baden-Württembergische Bank AG in Stuttgart in 1995 and was appointed vice president of Baden-Württembergische Bank AG in 2002. In 2006 he joined LBBW Asset Management as vice president. He was Head of Product Development & Alternative Investments up to 2012. In 2012 he was announced Co-Head of Fixed Income & Alternative Investments. Mr Krauss is a founding member of Tresides Asset Management GmbH and joined the company in 2014.

**John McGrath (Irish national):** Mr McGrath was the Managing Director of W&W Asset Management Dublin DAC from 2000 and W&W Advisory Dublin DAC from 1995 until he retired from these positions at the end of 2017. Mr McGrath worked for the Central Bank of Ireland from 1973 to 1987 and then worked for NCB Stockbrokers until he was recruited as Portfolio Manager of the Württembergische Insurance Group's Irish based investment companies in 1993. In 1995, he became managing director of these companies.

**Daniel Rauch (German national):** Mr Rauch started his career in Private Banking at Südwestbank AG, Stuttgart in 2001. In 2008, Mr Rauch joined LBBW Asset Management GmbH in Product Development & Alternative Investments. He has been a member of the commodities team since 2008, engaged in the day to day fund management of various precious metals and commodities funds. He was appointed Fund Manager in 2013.

**Andreas Schmidt (German national):** Mr Schmidt is head of the Portfolio Management Office at LBBW Asset Management in Stuttgart, Germany. He began his career in Deutsche Bank in Karlsruhe, Germany in 1988 as a Relationship Manager in Private Banking and was promoted to Head of Private Banking in 1991. In 1994 he was appointed Head of Portfolio Management at Deutsche Bank, Argentina and in 1996 became Head of Private Banking International. He returned to Deutsche Bank in Germany to take up the position of Senior Relationship Manager Private Wealth in Stuttgart in 1999 and remained there until 2001 when he was named head of portfolio management at LBBW Bank. In 2016 he was named to his present position in LBBW Bank.

11.2 No Director has ever:

11.2.1 had any unspent convictions in relation to indictable offences; or

11.2.2 been a director of any company or partnership which, while he was a director with an executive function or partner at the time of or within the 12 months preceding such events, been declared bankrupt, went into receivership, liquidation, administration or voluntary arrangements; or

11.2.3 been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies); or

11.2.4 been disqualified by a court from acting as a director of a company or from acting in the management or conduct of affairs of any company.

11.3 For the purposes of this Prospectus, the address of all the Directors is the registered office of the Company.

11.4 All the Directors of the Company are non-executive.

## 12 DELEGATES AND APPOINTEES OF THE COMPANY

The Company has appointed service providers and has delegated certain functions in relation to the day to day running of the Company to the AIFM, the Administrator, the Investment Manager and the Investment Advisor as outlined below. The Company has appointed the Depository as depository of the assets of the Company which it shall entrust to the Depository for safekeeping.

## 13 AIFM

13.1 The Company has appointed Waystone Management Company (IE) Limited as alternative investment fund manager of the Company pursuant to the AIFM Agreement. The AIFM is authorised and regulated as an alternative investment fund manager by the Central Bank under the Irish AIFM Regulations and has the necessary permissions to manage an Irish domiciled retail investor alternative investment fund.

13.2 The AIFM was incorporated in Ireland as a private limited company on 7 August 2012. It is a wholly-owned subsidiary of Waystone (Ireland) Limited, a limited liability company incorporated in Ireland, which is a wholly-owned subsidiary of Waystone Governance Ltd, a Cayman incorporated private limited company which is regulated by the Cayman Islands Monetary Authority. The AIFM, Waystone (Ireland) Limited and



Waystone Governance Limited are part of Waystone (**Waystone**). Waystone focuses on fund governance, with a worldwide team of more than 80 full-time directors, associate directors and associates, who utilize forensic governance techniques and proprietary technologies. Based in Dublin, Waystone also has offices in Cashel, Cayman, Luxembourg, London, Hong Kong, Singapore and New York led by principals experienced in their specialist markets. The company secretary of the AIFM is Waystone Centralised Services (IE) Limited.

13.3 The directors of the AIFM are as follows:

**Conor MacGuinness:** Mr MacGuinness is Global Head of Onboarding and Relationship Management at Waystone Management Company (IE) Limited. Prior to joining Waystone, Conor was Vice President and Manager of the Client Services Team for BNY Mellon, Alternative Investment Services from 2005 to 2013. In this role, he was responsible for managing a team of client service professionals covering a range of alternative asset manager clients (hedge, FOHF and PE) worth approx \$100 billion AUA and covering Ireland, Luxembourg, Hong Kong and Tokyo offices. From 1999 to 2004, Conor served as Team Leader, Operations (Dublin) for Man Investments, a leading provider of alternative investment solutions to private and institutional clients worldwide. Conor holds a Master's degree in Business Administration from UCD Michael Smurfit School of Business in Ireland and a Certificate in Investment Management from the Society of Investment Analysts (Ireland). He also holds a Bachelor of Arts degree in Accounting and Finance from Dublin City University.

**Tim Madigan:** Mr Madigan has served as an independent non-executive director of a number of Dublin based investment funds, both UCITS and alternative investment vehicles. He is chairman and independent non-executive director of the AIFM. From 2010 to 2011 Mr Madigan was finance director of Aviva Investment Management Europe, where he led the set-up of the finance function for Aviva Europe's Dublin based centre of excellence, established to manage treasury assets and investment management mandates. Prior to this, Mr Madigan was managing director of cross-border life insurance company Aviva Life International from 2006 to 2010 (previously he was finance director for that company). He holds a bachelor's degree in Business Studies (Finance) from the University of Limerick and is a Fellow of the Association of Chartered Certified Accountants.

**David McGeough:** Mr McGeough is a lawyer by professional qualification and has over 25 years' experience in the international asset management industry. Mr McGeough serves as a non-executive director of a number of investment funds and hedge funds. Mr McGeough spent five years as a partner, chief operating officer, general counsel and member of the international management committee of Vega Asset Management from 2002 to 2007. Prior to that, he held the role of chief operating officer, and subsequently, chief executive officer of Mobileaware, an international technology company in which the principal shareholders were Intel, Island Capital (the investment vehicle for the Telecom entrepreneur, Denis O'Brien) and various U.S. and European private equity firms. Prior to joining Mobileaware in January 2001, Mr McGeough was a partner and Head of the Investment Funds and Asset Management Advisory Group and of the Capital Markets Group at Matheson's, a large international law firm headquartered in Dublin. Mr McGeough is a qualified solicitor and holds a Bachelor of Civil Law Degree (magna cum laude) from University College Dublin law school.

**Siobhan Moloney:** Ms Moloney is Global Head of Legal: M&A and is based in Waystone's Dublin, Ireland location. She came to Waystone from the Asset Management division of A&L Goodbody. Siobhán is responsible for legal strategy within the Waystone group with a focus on M&A transactions and leads from a legal perspective on strategic matters affecting the group. She sits on the board of the Waystone management company and other operational entities within the group. Siobhán is a graduate of University College Dublin and received her Diploma in Finance Law from the Law Society of Ireland.

**Caoimhghin O'Donnell:** Caoimhghin joined Waystone in 2017, bringing with him over 18 years of extensive fund administration and fund accounting experience. As Chief Operations Officer, Europe, Caoimhghin is responsible for growth in Europe along and has a rigorous focus on risk and compliance with MiFID, AIFM and EMIR regulations. Prior to joining Waystone, Caoimhghin spent over 12 years working with the Bank of New York Mellon as Managing Director, AIS Fund Accounting EMEA with responsibility for Fund Accounting and Financial Reporting services for EMEA. Caoimhghin previously worked for Daiwa Securities Trust and Banking Europe as Senior Operations Manager and at CICM FM (Commerzbank AG). Caoimhghin has a BSc in Actuarial Mathematics and Statistics from the Heriot-Watt University, Edinburgh.

#### 14 INVESTMENT MANAGER AND DISTRIBUTOR

- 14.1 The AIFM has delegated part of the portfolio management of the assets of the Company to LBBW Asset Management Investmentgesellschaft mbH (the **Investment Manager**) pursuant to the Investment Management Agreement summarised under **Material Contracts** below. The Investment Manager will also provide promotional, marketing and/or distribution services to the Company. The AIFM retains responsibility for the performance of the risk management function but relies on the Investment Manager for assistance with aspects of this function.
- 14.2 LBBW Asset Management Investmentgesellschaft mbH is a public limited company incorporated under the laws of Germany and regulated by BaFin. As of 31st December 2020 the Investment Manager had approximately €80 billion of assets under discretionary investment management and approximately €53 billion assets under administration. The principal function of the Investment Manager is the provision of investment advice, investment management services and/or fund administration services to funds and other clients.

#### 15 INVESTMENT ADVISOR

The AIFM has appointed Tresides Asset Management GmbH on behalf of the Company to provide non-discretionary investment advisory services to it and any of its delegates in relation to the Company in accordance with the terms and conditions set out in the Investment Advisory Agreement summarised under **Material Contracts** below. The Investment Advisor is incorporated under the laws of Germany and authorised by Bafin (the German financial regulator) as a "Wertpapierinstitut" (§§ 1, 2 Nr. 9 WpIG) (Financial Service Provider / Asset Manager).

#### 16 DEPOSITARY

- 16.1 The Company has appointed State Street Custodial Services (Ireland) Limited, (defined herein as the **Depositary**) as depositary of its assets pursuant to a Depositary Agreement dated 22 July 2014 (summarised under **Material Contracts** below).
- 16.2 The Depositary is a limited liability company incorporated in Ireland on 22 May, 1991 and is, like the Administrator, ultimately owned by the State Street Corporation. Its authorised share capital is Stg£5,000,000 and its issued and paid up capital is Stg£200,000. As at 28 February 2014 the Depositary held funds under custody in excess of US\$440 Billion. The Depositary's principal business is the provision of custodial and trustee services for collective investment schemes and other portfolios.
- 16.3 State Street Corporation is a leading world-wide specialist in providing sophisticated global investors with investment servicing and investment management. State Street Corporation is headquartered in Boston, Massachusetts, U.S.A., and trades on the New York Stock Exchange under the symbol STT.

- 16.4 The Depositary is responsible for the safe-keeping of the assets of the Company. The Depositary may, however, appoint any person or persons to be the sub-depositary of the assets of the Company but the liability of the Depositary shall not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. The Depositary will exercise care and diligence in choosing and appointing a delegate and will ensure that it has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned.
- 16.5 In this regard, the Depositary will maintain an appropriate level of supervision over the delegate and will make enquiries from time to time to confirm that the obligations of the delegate continue to be competently discharged.
- 16.6 In appointing any delegate, the Depositary must comply with the terms of the AIFMD, the AIFM Commission Regulation and the Irish AIFM Regulations.
- 16.7 At the date of this Prospectus, no arrangements have been agreed by the Company and the Depositary in regard of the discharge by the Depositary of its liability, in accordance with Article 21(13) of the AIFMD or Regulation 22(13) of the Irish AIFM Regulations. The Company will inform Shareholders, without undue delay, of any changes to arrangements regarding the discharge by the Depositary of its liability to the Company.
- 16.8 The Depositary had delegated the safe-keeping of Precious Metals to Credit Suisse AG. The Company are not aware of any conflicts of interest that may arise from such delegation.

## 17 ADMINISTRATOR

- 17.1 The AIFM has appointed State Street Fund Services (Ireland) Limited (defined herein as the **Administrator**) on behalf of the Company to act as administrator, registrar and transfer agent of the Company pursuant to an Administration Agreement (summarised under **Material Contracts** below).
- 17.2 The Administrator is a limited liability company incorporated in Ireland on 23 March, 1992 and is ultimately a wholly-owned subsidiary of the State Street Corporation. The authorised share capital of State Street Fund Services (Ireland) Limited is Stg£5,000,000 with an issued and paid up capital of Stg£350,000.
- 17.3 State Street Corporation is a leading world-wide specialist in providing sophisticated global investors with investment servicing and investment management. State Street Corporation is headquartered in Boston, Massachusetts, U.S.A., and trades on the New York Stock Exchange under the symbol STT.
- 17.4 The duties and functions of the Administrator will include, inter alia, the calculation of the Net Asset Value and the Net Asset Value per Share, the keeping of all relevant records in relation to the Company as may be required with respect to the obligations assumed by it pursuant to the Administration Agreement, the preparation and maintenance of the Company's books and accounts, liaising with the Auditor in relation to the audit of the financial statements of the Company and the provision of certain Shareholder registration and transfer agency services in respect of shares in the Company.
- 17.5 Shareholders should refer to **Portfolio Transactions and Conflicts of Interests** section of this Prospectus for details of the procedures of the Company in relation to conflicts of interests that may arise in respect of such delegation.

## 18 PAYING AGENTS/DISTRIBUTORS

Local regulations in EEA countries may require the appointment of paying agents and the maintenance of accounts by such agents through which subscriptions and redemption monies may be paid. Investors who

choose or are obliged under local regulations to pay/receive subscription/redemption monies via an intermediary entity rather than directly to the Depositary (e.g. a sub-distributor or agent in the local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Depositary for the account of the Company and (b) redemption monies payable by such intermediate entity to the relevant Shareholder.

## **19 APPLICATIONS FOR SHARES**

- 19.1 Application for Shares shall be made in accordance with the requirements set out below in the section entitled **Application Procedure**.
- 19.2 Under the Constitution, the Directors are given authority to effect the issue of Shares and to create new classes of Shares subject to prior notification to, and clearance in advance by, the Central Bank, and have absolute discretion to accept or reject in whole or in part any application for Shares. All Shares will rank *pari passu*.
- 19.3 Shares were initially made available at the Initial Issue Price of Euro 70 per Share (exclusive of any Preliminary Charge) in respect of applications received between 9.00am Irish time on 16 September, 2002 and 5.00pm Irish time on 17 September, 2002 or on such earlier or later date or time as the Directors determined and notified to the Central Bank (the **Initial Offer Period**). After the closing of the Initial Offer Period further subscriptions for Shares were to be made with effect from a Dealing Day in respect of applications received by the Administrator on or prior to the Dealing Deadline for the relevant Dealing Day. Applications for the issue of Shares received after the Dealing Deadline (but before the Valuation Point) shall, unless the Directors shall otherwise agree, be treated as having been received by the following Dealing Deadline.
- 19.4 The subscription price for Shares after the Initial Offer Period is based on the Net Asset Value per Share calculated at the Valuation Point for the relevant Dealing Day. The Net Asset Value and the Net Asset Value per Share will be determined by means of the method of valuation of assets and liabilities described under **Valuation of Assets** below.
- 19.5 A Preliminary Charge of up to 5% of the Net Asset Value per Share may be charged by the Company for payment on the issue of Shares to the Investment Manager out of which the Investment Manager may pay commission to financial intermediaries.
- 19.6 The Constitution permits, subject to the provisions of the Companies Act, the issue of Shares in consideration of the vesting in the Depositary on behalf of the Company of investments approved by the Directors.
- 19.7 The Minimum Initial Subscription by each investor will be for Shares having a value of Euro 1,000.
- 19.8 Payment for Shares must be made by the Settlement Date in the Base Currency by electronic transfer to the Administrator as set out on the Application Form. The Administrator may accept payment in other currencies. For the purposes of determining the Euro equivalent of the amount received, such amount will be converted into the Base Currency at the then prevailing exchange rate available to the Administrator (such conversion may be purely notional in the event that the Company wishes to utilise the money in its original currency). The conversion rate shall be the rate used by the Administrator in converting the value of non-Base Currency assets into the Base Currency when calculating the Net Asset Value for the Valuation Point in question. Only the net proceeds (after deducting the conversion expenses in instances where an actual conversion occurs) will be applied towards payment of the subscription monies.

- 19.9 The AIFM or Investment Manager may decide to retain non-Base Currency amounts in their original currency at their discretion.
- 19.10 If payment in full has not been received by the Settlement Date or in the event of non-clearance, any allotment of Shares made in respect of such application may, at the discretion of the Administrator, be cancelled. In such a case and notwithstanding cancellation of the application, the Company may charge the applicant for any resulting loss incurred by the Company.
- 19.11 Each Shareholder must maintain the Minimum Shareholding in the Company following any partial repurchase or transfer of Shares.
- 19.12 Applications for Shares may be made for specified amounts in value. Fractions of not less than 1/1000 of a Share may be issued. Subscription moneys representing smaller fractions of Shares will not be returned to the applicant but will be retained as part of the assets of the Company.
- 19.13 The Application Form contains certain conditions regarding the application procedure for Shares in the Company and certain indemnities in favour of the Company, the AIFM, the Administrator, the Depositary and the other Shareholders for any loss suffered by them as a result of such applicant or applicants acquiring or holding Shares in the Company.
- 19.14 Shares may not be issued or sold by the Directors during any period when the calculation of the Net Asset Value is suspended in the manner described under **Suspension of Calculation of Net Asset Value** below. Applicants for Shares will be notified of such postponement or cancellation and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

## 20 REPURCHASES OF SHARES

- 20.1 The repurchase price per Share is based on the Net Asset Value per Share calculated at the Valuation Point for the relevant Dealing Day. The Net Asset Value and the Net Asset Value per Share will be determined by means of the method of valuation of assets and liabilities described under **Valuation of Assets** below.
- 20.2 A Repurchase Charge of up to 3% of the Net Asset Value per Share may be charged by the Company on the repurchase of Shares for payment to the Investment Manager.
- 20.3 Requests for the repurchase of Shares shall be made to the Administrator in writing (or by facsimile and requests by facsimile will be treated as definite orders even if not subsequently confirmed in writing) and requests received on or prior to the Dealing Deadline will, subject as mentioned in this section, normally be dealt with on the relevant Dealing Day. Repurchase requests received after the Dealing Deadline (but before the Valuation Point) shall, unless the Directors shall otherwise agree, be treated as having been received by the following Dealing Deadline. Such request will not be capable of withdrawal after acceptance by the Administrator. Repurchase requests received by facsimile will only be processed where payment of repurchase proceeds is made to the account of record specified in the original Application Form submitted.
- 20.4 If requested, the Directors may, in their absolute discretion and subject to the prior approval of the Depositary and prior notification to all Shareholders, agree to designate additional Dealing Days and Valuation Points for the repurchase of Shares from time to time.
- 20.5 The Administrator may decline to effect a repurchase request which would have the effect of reducing the value of any Shareholder's holding of Shares below the Minimum Shareholding. Any repurchase request

having such an effect may be treated by the Administrator as a request to repurchase the Shareholder's entire holding.

- 20.6 Payment of repurchase proceeds will be made to the registered Shareholder or in favour of the joint registered Shareholders as appropriate unless the Administrator is otherwise instructed in writing by the registered Shareholder or joint registered Shareholders.
- 20.7 The amount due on repurchase of Shares will be paid by negotiable instrument in the Base Currency or in such other currency as may be requested by any Shareholder and as may be approved by the Directors from time to time by the Settlement Date. If non-Base Currency payments are to be made, for the purposes of calculating the non-Base-Currency amount to be paid, the relevant Base Currency amount due will be converted from the Base Currency into the non-Base Currency at the then prevailing exchange rate available to the Administrator which, where applicable, shall be the rate used by the Administrator in converting the value of non-Base Currency assets into the Base Currency when calculating the Net Asset Value for the Valuation Point in question. Any costs of conversion from the Base Currency to such other non-Base Currency shall be borne by the Shareholder requesting the repurchase of Shares. The Directors may, at the request, risk and expense of the Shareholder requesting repurchase, remit the amount due on repurchase by electronic transfer to an account nominated by the Shareholder. Any amendments to a Shareholders registration details and payment instruments can only be effected upon receipt of original documentation.
- 20.8 The Directors are entitled to limit the number of Shares repurchased on any Dealing Day to 10 per cent of the total Net Asset Value of Shares in issue at the Valuation Point for that Dealing Day. In this event, the limitation will apply *pro rata* so that all Shareholders wishing to have Shares repurchased on that Dealing Day realise the same proportion of such Shares and Shares not repurchased, but which would otherwise have been repurchased, will be carried forward for repurchase on the next Dealing Day and will be dealt with in priority (on a rateable basis) to repurchase requests received subsequently. If requests for repurchase are so carried forward, the Administrator will inform the Shareholders affected.
- 20.9 The Constitution contains special provisions where a repurchase request received from a Shareholder would result in more than 5 per cent of the Net Asset Value of Shares being repurchased by the Company on any Dealing Day. In such a case, the Company may satisfy the repurchase request by a distribution of investments in specie provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders and is approved by the Depositary. Where the Shareholder requesting such repurchase receives notice of the Company's intention to elect to satisfy the repurchase request by such a distribution of assets that Shareholder may require the Company, instead of transferring those assets, to arrange for their sale and payment of the net proceeds of sale to that Shareholder. The cost of the sale can be charged to that Shareholder. In addition to the foregoing and with the consent of the relevant Shareholders the Company may satisfy a repurchase request in whole or in part by a distribution of investments in specie, subject to the same conditions as set out above. Asset allocation is subject to the approval of the Depositary.
- 20.10 Shares may not be repurchased and no repurchase proceeds shall be paid by the Company during any period when the calculation of the Net Asset Value of the Company is suspended in the manner described under **Suspension of Calculation of Net Asset Value** below. Applicants for repurchase of Shares will be notified of such postponement or cancellation and, unless withdrawn, their repurchase applications will be considered as at the next Dealing Day following the ending of such suspension.
- 20.11 The Shares may be repurchased at the absolute discretion of the Directors if, the Net Asset Value is less than Euro 1 million or its equivalent in a foreign currency. In such case, all of the holders of issued Shares will be so notified by the Directors and will be deemed to have requested within 30 days of the date of the

notice that their Shares be repurchased by the Company in accordance with the repurchase procedure set out in the Prospectus.

## **21 SUBSCRIPTION AND REDEMPTIONS THROUGH A CLEARING SYSTEM**

- 21.1 Applications for and redemptions of Shares can also be made indirectly through a clearing system and/or a selling agent. The clearing system and/or the selling agent may provide a nominee service for investors purchasing and selling through them, pursuant to which the nominee will hold Shares in its name for and on behalf of the investors. Provisions might exist under which the nominee holder / selling agent will exercise the shareholder voting rights on a discretionary basis. Accountholders may incur fees normally payable in respect of the maintenance and operation of accounts in such clearing system (or nominee). Different subscription and redemption procedures and time limits may apply if applications for Shares are made via a clearing system and/or selling agent (and selling agents might apply different settlement rules for individual clients) although the ultimate deadlines with the Administrator referred to in this Prospectus remain unaffected. Full payment instructions for subscribing via a clearing system and/or a selling agent may be obtained through the clearing system and/or the selling agent. Investors should note that they may be unable to purchase or sell Shares via the clearing system and/or the selling agent on days that a clearing system is not open for business. Applicants seeking to become accountholders through a clearing system and/or the selling agent (or accountholders seeking to redeem shares) have to contact the clearing system and/or the selling agent directly for arrangements regarding applications (or redemptions) to be made or pending during any period when the calculation of the Net Asset Value of the Company is suspended in the manner described below under **Suspension of Calculation of Net Asset Value**.
- 21.2 The transfer of interests in Shares registered in the name of a clearing system and/or the selling agent may be arranged by the accountholder directly with the relevant clearing system and/or selling agent. Accountholders who wish to transfer their interests in Shares out of a clearing system and/or a selling agent must also apply directly to the relevant clearing system and/or the relevant selling agent. Transfers made by the accountholders within any clearing system may be made between the accountholders on the books of the clearing system and will not be registered on the register as the relevant clearing system (or its nominee) will remain the registered Shareholder. Investors should note that the Application Form will not be used for subscriptions made via any clearing system.
- 21.3 Investors should note that there may be different minimum initial subscription and minimum holding amounts when investing through a clearing system and/or selling agent.
- 21.4 Payments for subscriptions and redemptions through a clearing system may upon request be made in a currency other than Base Currency. Prior to their placing an order, the applicant should ensure that a settlement in a currency other than the Base Currency is permitted by the Company at that time.
- 21.5 The Administrator may calculate and publish indicative prices in other currencies. The calculation and publishing of an indicative price does not guarantee that subscription proceeds need be accepted or redemption proceeds paid in this other currency.
- 21.6 Please refer to the section entitled **Notification of Prices** below.

## **22 ISSUE AND REPURCHASE PRICES/CALCULATION OF NET ASSET VALUE/VALUATION OF ASSETS**

- 22.1 As the Directors have appointed the AIFM, their powers, authorities and exercise of discretion under the Constitution in relation to the valuation of assets and calculation of the Net Asset Value will be exercised by the AIFM as the Responsible Person.

- 22.2 The issue price at which Shares will be issued on a Dealing Day, after the Initial Offer Period, is calculated by ascertaining the Net Asset Value as at the Valuation Point for the relevant Dealing Day. The Net Asset Value per Share is calculated by dividing the value of the assets of the Company less its liabilities, by the total number of Shares in issue at the relevant Valuation Point. The Net Asset Value per Share is the resulting sum rounded up to the nearest two decimal points.
- 22.3 The Responsible Person may, in calculating the issue price, add such amount to the Net Asset Value as it deems necessary to cover duties and charges.
- 22.4 The price at which Shares will be repurchased on a Dealing Day is based on the Net Asset Value per Share which is calculated by dividing the value of the assets of the Company as at the relevant Valuation Point less its liabilities, by the total number of Shares in issue as at that Valuation Point. The repurchase price is the resulting sum rounded to the nearest two decimal points. The Company may, in calculating the repurchase price, deduct from the Net Asset Value per Share a charge in respect of fiscal and sales charges.
- 22.5 In addition, if repurchase requests in respect of any Shares are received by the Company the implementation on any Dealing Day of which will, in the opinion of the Responsible Person necessitate the breaking of deposits at a penalty or the realisation of investments at a discount below their value as calculated in accordance with the provisions set out below, the repurchase price attributable to the Shares will be reduced by a proportionate part of such reduction in value or penalty which will be suffered by the Company in such manner as the Responsible Person may, consider fair and equitable and as approved by the Depositary. Alternatively, or in addition to the foregoing, the Responsible Person may arrange for the Company to borrow funds subject always to any borrowing restrictions in force in relation to the Company, and the cost of such borrowings may be apportioned as aforesaid to such extent as the Responsible Person may consider fair and equitable and as approved by the Depositary.
- 22.6 The Constitution provides for the method of valuation of the assets and liabilities of the Company.
- 22.6.1 The value of an investment which is quoted, listed or normally dealt in on a regulated market shall be the last traded price on such regulated market as at the Valuation Point or the last traded bid price where the last traded price is not available.
- 22.6.2 If an investment is quoted, listed or normally dealt in on more than one regulated market, the Responsible Person may, at their discretion (with the approval of the Depositary), select any one of such markets for the foregoing purposes (provided that the Responsible Person has determined that such market constitutes the main securities market for such investment or provides the fairest criteria for valuing such securities) and once selected a market shall be used for future calculations of the net asset value with respect to the investment, unless the Responsible Person otherwise determines.
- 22.6.3 The value of any investment which is not listed, quoted or dealt in on a regulated market or of any investment which is normally listed, dealt in on a regulated market but in respect of which no price is currently available or the current price of which does not in the opinion of the Responsible Person represent fair market value, shall be the probable realisation value thereof estimated with care and in good faith by a competent person, firm or association making a market in such investment, appointed by the Responsible Person and approved for the purpose by the Depositary, which may be an advisor to the Company. In determining the probable realisation value of any such investment, a certified valuation thereof provided by a competent independent person, or in the absence of any independent person, the investment manager/adviser, who in each case shall have been approved for such purposes by the Depositary shall be sufficient.



- 22.6.4 The value of any investment which is a commodity, shall be determined by reference to the price quoted by the market in question, or where no price is currently available or the current price does, not in the opinion of the Responsible Person, represent fair market value, it shall be the probable realisation value thereof estimated with care and good faith by the Responsible Person or by a competent person appointed by the Responsible Person which may be an adviser to the Company, in each case approved for such purpose by the Depositary. In determining the probable realisation value of any such investment, a certified valuation thereof provided by a competent independent person, or in the absence of any independent person, the investment manager/adviser who in each case shall have been approved for such purposes by the Depositary, shall be sufficient.
- 22.6.5 The value of any investment which is a unit of or participation in an open-ended collective investment scheme/mutual fund which provides for the units or shares or other similar participation therein to be redeemed at the option of the holder out of the assets of that undertaking, shall be the latest available net asset value of such unit/participation. The value of Units or shares or other participation in other collective investment schemes if listed or traded on a regulated market shall be the last traded price on such market as at the Valuation Point or the last traded bid price where the last traded price is not available.
- 22.6.6 The value of any cash in hand, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the face value thereof unless in any case the Responsible Person is of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Administrator (with the approval of the Depositary) may consider appropriate in such case to reflect the true value thereof.
- 22.6.7 Deposits shall be valued at their principal amount plus accrued interest from the date on which the same were acquired or made.
- 22.6.8 Treasury bills shall be valued at the middle market dealing price on the market on which same are traded or admitted to trading as at the Valuation Point, provided that where such price is not available, same shall be valued at the probable realisation value estimated with care and good faith by a competent person appointed by the Responsible Person, which may be an advisor to the Company (approved for the purpose by the Depositary).
- 22.6.9 Bonds, notes, debenture stocks, certificates of deposit, bank acceptances and trade bills shall be valued at the last available closing price on the market on which these assets are traded or admitted for trading (being the market which is the sole market or in the opinion of the Responsible Person the principal market on which the assets in question are quoted or dealt in) plus any interest accrued thereon from the date on which same were acquired.
- 22.6.10 Forward foreign exchange contracts will be valued by reference to the price at the Valuation Point at which a new forward contract of the same size and maturity could be undertaken provided that if such price is not available the value of any such forward foreign exchange contracts shall be the settlement price provided by the counterparty to such contracts at the Valuation Point for the relevant Dealing Day as provided by the counterparty on a daily basis and verified on a weekly basis by a party independent of the counterparty, approved for such purpose by the Depositary.
- 22.6.11 The value of any futures contracts, share price index futures contracts and options which are dealt in on a regulated market shall be the settlement price as determined by the market in question as at the Valuation Point, provided that where it is not the practice for the relevant

market to quote a settlement price or such settlement price is not available for any reason or is unrepresentative in the opinion of the Responsible Person, such value shall be the probable realisation value thereof estimated with care and in good faith by the Responsible Person or another competent person appointed by the Responsible Person which may be an advisor to the Company (approved for the purpose by the Depositary).

- 22.6.12 The value of any off-exchange contracts shall be valued by the counterparty provided that such valuation is provided on at least a weekly basis and is approved or verified on a monthly basis by a party independent of the counterparty (which may be an advisor to the Company), approved for the purpose by the Depositary.
- 22.6.13 Notwithstanding any of the foregoing sub-paragraphs, the Responsible Person, with the approval of the Depositary, may only adjust the value of any investment if, having regard to currency, applicable rate of interest, anticipated rate of dividend, maturity, marketability, liquidity and/or such other considerations as they may deem relevant, they consider that such adjustment is required to reflect the fair value thereof as at any Valuation Point.
- 22.6.14 If in any case a particular value is not ascertainable as above provided or if the Responsible Person shall consider that some other method of valuation better reflects the fair value of the relevant investment, then in such case the method of valuation of the relevant investment shall be such as the Responsible Person shall determine with the concurrence of the Depositary and provided that such method is approved by the Depositary.
- 22.6.15 Notwithstanding the foregoing, where at any Valuation Point any asset of the Company has been realised or contracted to be realised there shall be included in the assets of the Company in place of such asset the net amount receivable by the Company in respect thereof provided that if such amount is not then known exactly then its value shall be the net amount estimated by the Responsible Person as receivable by the Company. If the net amount receivable is not payable until some future time after the Valuation Point in question, the Responsible Person shall make such allowance as they consider appropriate to reflect the true current value thereof as at the relevant Valuation Point.
- 22.6.16 Any certificate as to Net Asset Value of Shares given in good faith (and in the absence of negligence or manifest error) by or on behalf of the Responsible Person shall be binding on all parties.

## **23 SUSPENSION OF CALCULATION OF NET ASSET VALUE**

- 23.1 The Directors may at any time temporarily suspend the calculation of the Net Asset Value of the Company and the issue and repurchase of Shares and the payment of repurchase proceeds during (i) any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of the Company from time to time are quoted is closed, otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or (ii) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial portion of the investments of the Company is not reasonably practicable without this being seriously detrimental to the interests of the Company or if, in the opinion of the Directors, the Net Asset Value cannot be fairly calculated; or (iii) any breakdown in the means of communication normally employed in determining the price of a substantial portion of any of the investments of the Company or when for any other reason the current prices on any market or stock exchange of any of the investments of the Company cannot be promptly and accurately ascertained; or (iv) any period during which any transfer of funds involved in the realisation or acquisition of investments of the Company cannot, in the opinion of the Directors, be effected at normal prices or rates of exchange; or (v)

any period when the Company is unable to repatriate funds required for the purpose of making payments due on the repurchase of Shares; or (vi) any period when the Directors consider it to be in the best interests of the Company. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

- 23.2 Shareholders who have requested the issue or repurchase of Shares will be notified of any such suspension in such manner as may be directed by the Directors and, unless withdrawn but subject to the limitation referred to above, their requests will be dealt with on the first Dealing Day after the suspension is lifted. Any such suspension shall be notified immediately to the Central Bank and Euronext Dublin and in any event within the same working day on which such suspension occurs.

## **24 CHARGES AND EXPENSES**

- 24.1 A Preliminary Charge of up to 5% of the Net Asset Value per Share may be charged by the Company for payment on the issue of Shares to the Investment Manager out of which the Investment Manager may pay commission to financial intermediaries.
- 24.2 A Repurchase Charge of up to 3% of the Net Asset Value per Share may be charged by the Company on the repurchase of Shares for payment to the Investment Manager.
- 24.3 The Directors will be entitled to remuneration for their services as directors provided however that the aggregate emoluments of each Director in respect of any twelve month accounting period shall not exceed €12,500 (per director, save, from 1 July 2018, for the chairperson which is dealt with below) or such higher amount as may be approved by the Board of Directors. In addition, the Directors will also be entitled to be reimbursed for their reasonable out of pocket expenses incurred in discharging their duties as directors. Director's fees are accrued daily in arrears and are paid semi-annual.
- 24.4 From 1 July 2018, the chairperson will be entitled to remuneration for their services provided however that the aggregate emoluments of the chairperson in respect of any twelve month accounting period shall not exceed €18,750 each or such higher amount as may be approved by the Board of Directors.
- 24.5 The AIFM is entitled under the terms of the AIFM Agreement to receive out of the assets of the Company a fee of up to 0.025% per annum of the Net Asset Value of the Company, accrued at each Valuation Point and payable monthly in arrears. The fee is subject to a minimum fee of €30,000 per annum. The AIFM will also be entitled to be reimbursed by the Company for all reasonable general out of pocket expenses incurred by it or any delegate appointed by it under the AIFM Agreement and a once-off on boarding fee of such amount as may be agreed between the AIFM and the Company subject to a maximum of €5,000. All amounts are exclusive of VAT (if any).
- 24.6 The Depositary is entitled under the terms of the Depositary Agreement to receive out of the assets of the Company a fee of 0.03% per annum of the Net Asset Value of the Company up to US\$250 million and 0.02% per annum of the Net Asset Value of the Company in excess of US\$250 million subject to a minimum annual fee of US\$12,500. Such fees shall be accrued monthly and be paid monthly in arrears. The Depositary is also entitled to receive out of the assets of the Company a charge for global custody services, which will follow the schedule of basis points and transaction fees set out in the Depositary Agreement. Local duties, fees, registration, exchange fees and other market charges are out of pocket and will be re-charged to the Company. This will be subject to a minimum fee, excluding transaction charges, of US\$20,000 per annum. In addition, transaction fees will be charged for all assets for which the Depositary is depositary, details of which are set out in Schedule II to the Depositary Agreement. The Depositary is also entitled to be reimbursed for all its reasonable out-of-pocket expenses incurred in the performance of its duties under the Depositary Agreement. The fees and expenses (other than those expenses for which the Depositary is entitled to be reimbursed by the Company) of any delegate will be discharged by the

Company, or if paid by the Depositary, reimbursed by the Company to the Depositary forthwith. The fees of any delegate will be charged at normal commercial rates.

- 24.7 The Administrator is entitled under the terms of the Administration Agreement to receive out of the assets of the Company a fee of 0.07% per annum of the Net Asset Value of the Company up to US\$250 million and 0.04% per annum of the Net Asset Value in excess of US\$250 million, subject to a minimum annual fee of US\$47,500. Such fees shall be accrued daily and be paid monthly in arrears. The Administrator is also entitled to receive out of the assets of the Company a minimum annual transfer agency fee of US\$2,000 per class of Share. The Administrator is also entitled to be reimbursed for all its reasonable out-of-pocket expenses incurred in the performance of its duties under the Administration Agreement.
- 24.8 The total combined fee payable to the Investment Manager and/or the Investment Advisor and / or in relation to any promotional, marketing and distribution services shall not exceed 1.00% per annum of the Net Asset Value.
- 24.9 The Investment Manager is entitled under the terms of the Investment Management Agreement, to an annual fee of up to 0.70% per annum of the Net Asset Value of the Company or such other amount as may be agreed between the AIFM, the Company and the Investment Manager provided that the total combined fee of the Investment Manager and the Investment Advisor and / or in relation to any promotional, marketing and distribution services shall not exceed the maximum limit set out above in respect of the fees payable to the Investment Manager and the Investment Advisor. The fee payable to the Investment Manager shall be accrued daily and be payable monthly in arrears. The Investment Manager is also entitled to be reimbursed for all its reasonable out-of-pocket expenses incurred in the performance of its duties under the Investment Management Agreement.
- 24.10 The Investment Advisor is entitled under the terms of the Investment Advisory Agreement, to an annual fee of up to 0.20% per annum of the Net Asset Value of the Company (& VAT), or such other amount as may be agreed between the AIFM, the Company and the Investment Advisor provided that the total combined fee of the Investment Manager and the Investment Advisor and / or in relation to any promotional, marketing and distribution services shall not exceed the maximum limit set out above in respect of the fees payable to the Investment Manager and the Investment Advisor. The Investment Advisor fee shall be accrued daily and be payable monthly in arrears. The Investment Advisor is also entitled to be reimbursed for all its reasonable out-of-pocket expenses incurred in the performance of its duties under the Investment Advisory Agreement.
- 24.11 The Company will discharge amounts payable for promotional, marketing and distribution services separately. The Company may accrue an amount of up to 0.1% per annum of the Net Asset Value and use any amount accrued to discharge any such promotional, marketing or distribution costs and expenses.
- 24.12 The Investment Manager and/or the Investment Advisor may from time to time directly rebate to certain Shareholders a portion of their respective fees.
- 24.13 The Company will pay out of its assets the fees and expenses payable to the AIFM, the Investment Manager, the Investment Advisor, the Depositary, the Administrator and the Directors (as referred to above), any fees in respect of circulating details of the Net Asset Value, stamp duties, taxes, company secretarial fees, brokerage or other expenses of acquiring and disposing of investments and the fees and expenses of the auditors, tax and legal advisers, fees at normal commercial rates of any sub-distributors and paying agents, fees connected with listing on Euronext Dublin, expenses relating to Directors and officers liability insurance. The costs of printing and distributing reports, accounts and any explanatory memoranda, any necessary translation fees, publishing prices and any costs incurred as a result of periodic updates of the Prospectus, or of a change in law or the introduction of any new law (including any

costs incurred as a result of compliance with any applicable code, whether or not having the force of law) will also be paid by the Company.

24.14 The cost of establishing the Company and the expenses of this offer, which includes the issue of Shares, the preparation and printing of this Prospectus, marketing costs and the fees of all professionals relating to it, which was €75,000 was borne by the Company and amortised over the first five years of the Company's operation (the **amortisation period**) and charged to the Company.

#### 24.15 **Fee Increases**

24.15.1 The total combined maximum annual fee payable to the Investment Manager and/or the Investment Advisor is 1% per annum as disclosed in this Prospectus and the maximum may not be increased without the approval of the Shareholders on the basis of a majority of votes cast at a general meeting.

24.15.2 In the event that an increase in the maximum annual fee payable to the Investment Manager and/or Investment Advisor is approved, a reasonable notification period shall be provided to Shareholders to enable Shareholders redeem their holding of Shares in the Company prior to the implementation of the increase.

### 25 **SOFT COMMISSIONS**

It is not the current intention of the AIFM or the Investment Manager to enter into any soft commission arrangements. However, should this intention change details of such arrangements will be disclosed in the Company's annual and half-yearly reports. The execution of transactions will be consistent with best execution standards and the benefits provided under the arrangement must be those which assist in the provision of investment services to the Company.

### 26 **PORTFOLIO TRANSACTIONS AND CONFLICTS OF INTEREST**

26.1 Subject to the provisions of this section, the AIFM, the Investment Manager, the Administrator, the Depositary, any Shareholder and any of their respective subsidiaries, affiliates, associates, agents or delegates (**Connected Persons** and each a **Connected Person**) may contract or enter into any financial, banking or other transaction with one another or with the Company (on an arm's length basis) including, without limitation, investment by the Company in securities of a Shareholder or investment by any Connected Persons in any company or bodies any of whose investments form part of the assets of the Company or be interested in any such contract or transactions and in particular, without limitation, they may invest in and deal with Shares or any property of the kind included in the property of the Company for their respective individual accounts or for the account of someone else.

26.2 In addition, any cash of the Company may be deposited, subject to the provisions of the Central Bank Acts, 1942 to 2013, of Ireland, with any Connected Person (being a banker or other financial institution) or invested in certificates of deposit or banking instruments issued by any Connected Person. Banking and similar transactions may also be undertaken with or through a Connected Person.

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

- 26.3.1 a certified valuation of such transaction by a person approved by the Depositary (or in the case of any such transaction entered into by the Depositary, the Directors) as independent and competent has been obtained; or
- 26.3.2 such transaction has been executed on best terms on an organised investment exchange under its rules; or
- 26.3.3 where 25.3.1 and 25.3.2 are not practicable, such transaction has been executed on terms which the Depositary (or in the case of any such transaction entered into by the Depositary, the Directors are) is satisfied conform with the principle that such transactions be carried out as if effected on normal commercial terms negotiated at arm's length.
- 26.4 The Investment Manager or any other competent person who may be related to the Company and who is appointed by the Responsible Person and approved for such purpose by the Depositary, may provide the Administrator with any assistance required in valuing investments which are not listed on, quoted on or dealt in a recognised market or for which no price is available and investments which are so listed, quoted or dealt but in respect of which no quotation or valuation is available. The Directors acknowledge that the Investment Manager or any other competent person whose fees are calculated based on the Net Asset Value of the Company may have a potential conflict of interest by virtue of providing such assistance.
- 26.5 The Investment Manager may also, in the course of its business, have potential conflicts of interest with the Company in circumstances other than those referred to above. The Investment Manager will, however, have regard in such event to its obligations under the Investment Management Agreement and, in particular, to its obligations to act in the best interests of the Company and the Shareholders so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest may arise. In the event that a conflict of interest does arise, the Directors will endeavour to ensure that such conflicts are resolved fairly and in the best interests of Shareholders. Shareholders should also be aware that some Directors are employees of the Investment Manager (see section entitled **Directors Interest** below). The Investment Manager may manage discretionary accounts on behalf of its other clients and Shares in the Company may form part of that client's portfolio.
- 26.6 To ensure fair treatment of Shareholders, the Company does not intend to offer preferential treatment to any Shareholder as compared to other Shareholders in the Company.

## 27 LIQUIDITY RISK MANAGEMENT

The Company employs appropriate liquidity management procedures to enable it to monitor the liquidity risk of the Company so as ensure that the liquidity profile of the investments of the Company comply with the underlying obligations of the Company taking into account the Company's investment strategy, liquidity profile and the redemption policy. Tools and arrangements set out elsewhere in the Prospectus, such as the ability to limit redemptions, apply redemption fees and temporary suspension of trading may be imposed with the approval of the Directors in order to manage the liquidity risk of the Company and to ensure the fair treatment of shareholders. In addition, Shareholders have the ability to redeem their investments in the Company in a manner consistent with the fair treatment of all Shareholders and in accordance with the redemption policies of the as set out in the section entitled **Repurchases of Shares**.

## 28 DATA PROTECTION

- 28.1 The Company may hold some or all of the following types of Personal Data in relation to investors and prospective investors (and their officers, employees and beneficial owners); name, address/other contact details (telephone, email address), date/place of birth, gender, tax number, bank details, photographic ID, proofs of address (usually utility bills) as furnished by investors when completing the Application Form or to

keep that information up to date. The Company may also obtain further Personal Data on those individuals by way of PEP (Politically Exposed Person) checks, sanctions checks, negative news checks and screening checks. The Company is obliged to verify the Personal Data and carry out ongoing monitoring. Where existing and prospective investors have furnished Personal Data in respect of their officers, employees and beneficial owners to the Company, those investors must furnish the information in this section on data protection to them.

- 28.2 In the course of business, the Company will collect, record, store, adapt, transfer and otherwise process Personal Data. The Company is a data controller within the meaning of Data Protection Legislation and will hold any Personal Data provided by or in respect of investors in accordance with Data Protection Legislation.
- 28.3 The Company and/or any of its delegates or service providers (including the AIFM, the Administrator, Depositary, Investment Manager and Investment Advisor) may process prospective investor's and investor's Personal Data for any one or more of the following purposes and on the following legal bases:
- 28.3.1 to operate the Company, including managing and administering a Shareholder's investment in the relevant Company on an on-going basis which enables the Company to satisfy its contractual duties and obligations to the Shareholder and any processing necessary for the preparation of the contract with the Shareholder).
  - 28.3.2 to comply with any applicable legal, tax or regulatory obligations on the Company, for example, under the Companies Acts and anti-money laundering and counter-terrorism and tax legislation and fraud prevention;
  - 28.3.3 for any other legitimate business interests' of the Company or a third party to whom Personal Data is disclosed, where such interests are not overridden by the interests of the investor, including for statistical analysis, market research purposes and to perform financial and/or regulatory reporting; or
  - 28.3.4 for any other specific purposes where investors have given their specific consent and where processing of Personal Data is based on consent, the investors will have the right to withdraw it at any time.
- 28.4 The Company and/or any of its delegates or service providers may disclose or transfer Personal Data, whether in Ireland or elsewhere (including entities situated in countries outside of the EEA), to other delegates, duly appointed agents and service providers of the Company (and any of their respective related, associated or affiliated companies or sub-delegates) and to third parties including advisers, regulatory bodies, taxation authorities, auditors, technology providers for the purposes specified above.
- 28.5 The Company will not keep Personal Data for longer than is necessary for the purpose(s) for which it was collected. In determining appropriate retention periods, the Company shall have regard to the Statute of Limitations Act 1957, as amended, and any statutory obligations to retain information, including anti-money laundering, counter-terrorism, tax legislation. The Company will take all reasonable steps to destroy or erase the data from its systems when they are no longer required.
- 28.6 Where specific processing is based on an investor's consent, that investor has the right to withdraw it at any time. Investors have the right to request access to their Personal Data kept by Company; and the right to rectification or erasure of their data; to restrict or object to processing of their data, and to data portability, subject to any restrictions imposed by Data Protection Legislation and any statutory obligations to retain information including anti money laundering, counter-terrorism, tax legislation.

- 28.7 The Company and/or any of its delegates and service providers will not transfer Personal Data to a country outside of the EEA unless that country ensures an adequate level of data protection or appropriate safeguards are in place. The European Commission has prepared a list of countries that are deemed to provide an adequate level of data protection which, to date, includes Switzerland, Guernsey, Argentina, the Isle of Man, Faroe Islands, Jersey, Andorra, Israel, New Zealand, Uruguay, Japan and Canada (commercial organisations). Further countries may be added to this list by the European Commission at any time. If a third country does not provide an adequate level of data protection, then the Company and/or any of its delegates and service providers will ensure it puts in place appropriate safeguards such as the model clauses (which are standardised contractual clauses, approved by the European Commission) or binding corporate rules, or relies on one of the derogations provided for in Data Protection Legislation. As at the date of this prospectus such countries outside of the EEA (that are not deemed to provide an adequate level of investor protection) to which data may be transferred are United States, China, India and the Philippines. This list may change from time to time and any change will be made available via [www.aureusfund.com](http://www.aureusfund.com).
- 28.8 Where processing is carried out on behalf of the Company, the Company shall engage a data processor, within the meaning of Data Protection Legislation, which implements appropriate technical and organisational security measures in a manner that such processing meets the requirements of Data Protection Legislation, and ensures the protection of the rights of investors. The Company will enter into a written contract with the data processor which will set out the data processor's specific mandatory obligations laid down in Data Protection Legislation, including to process Personal Data only in accordance with the documented instructions from the Company.
- 28.9 As part of the Company's business and ongoing monitoring, the Company may from time to time carry out automated decision-making in relation to investors, including, for example, profiling of investors in the context of anti-money laundering reviews, and this may result in an investor being identified to the revenue authorities, law enforcement authorities and to other entities where required by law, and the Company terminating its relationship with the investor.
- 28.10 Investors are required to provide their Personal Data for statutory and contractual purposes. Failure to provide the required Personal Data will result in the Company being unable to permit, process, or release the investor's investment in the Company and this may result in the Company terminating its relationship with the investor. Investors have a right to lodge a complaint with the data protection authority in their habitual place of residence or place of work if they are unhappy with how the Company is handling their Personal Data.
- 28.11 Any questions about the operation of the Company's data protection policy should be referred in the first instance to [irelandfunds@lbbw-am.de](mailto:irelandfunds@lbbw-am.de).

## 29 TAXATION

### 29.1 General

**Shareholders and potential investors should note that the following statements on taxation are based on advice received by the Directors regarding the law and practice in force in the relevant jurisdiction at the date of this document and proposed regulations and legislation in draft form and do not constitute legal or tax advice. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely as the basis for, and rates of, taxation can fluctuate.**

**The following statements are by way of a general guide to potential investors and Shareholders only and do not constitute tax advice. Shareholders and potential investors are therefore advised to**



**consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.**

## 29.2 Taxation of the Company

### Ireland

#### ***Tax on Income and Capital Gains***

##### **The Company**

The Company will only be subject to tax on chargeable events in respect of Shareholders who are Taxable Irish Persons (generally persons who are resident or ordinarily resident in Ireland for tax purposes – see below for more details).

A chargeable event occurs on, for example:

- (i) a payment of any kind to a Shareholder by the Company;
- (ii) a transfer of Shares; and
- (iii) on the eighth anniversary of a Shareholder acquiring Shares and every subsequent eighth anniversary

but does not include any transaction in relation to Shares held in a clearing system recognised by the Irish Revenue Commissioners, certain transfers arising as a result of an amalgamation or reconstruction of fund vehicles and certain transfers between spouses or former spouses.

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

Where tax is payable on a chargeable event, subject to the comments below, it is a liability of the Company which is recoverable by deduction or, in the case of a transfer and on the eight year rolling chargeable event by cancellation or appropriation of Shares from the relevant Shareholders. In certain circumstances, and only after notification by the Company to a Shareholder, the tax payable on the eight year rolling chargeable event can at the election of the Company become a liability of the Shareholder rather than the Company. In such circumstances the Shareholder must file an Irish tax return and pay the appropriate tax (at the rate set out below) to the Irish Revenue Commissioners.

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

transfers where the Shareholder is a company and the appropriate declaration has been made. In respect of the eight year rolling chargeable event, there is a mechanism for obtaining a refund of tax where the Shares are subsequently disposed of for a lesser value.

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

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

### **Other Countries**

The Company may be subject to taxes in respect of investments in the other countries, such taxes being taxes on income and/or gains which are withheld in the place where such income and/or gains arise. The Company may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in repayment to the Company, the Net Asset Value of the Company will not be restated and the benefit will be allocated to the existing Shareholders in the Company rateably at the time of repayment.

## **29.3 Shareholders**

### **Ireland**

Shareholders who are neither resident nor ordinarily resident in Ireland in respect of whom the appropriate declarations have been made (or in respect of whom written notice of approval from the Revenue Commissioners has been obtained by the Company to the effect that the requirement to have been provided with such declaration from that Shareholder or class of shareholders to which the Shareholder belongs is deemed to have been complied with) will not be subject to tax on any distributions from the Company or any gain arising on redemption, repurchase or transfer of their shares provided the shares are not held through a branch or agency in Ireland. No tax will be deducted from any payments made by the Company to those Shareholders who are not Irish Persons.

Shareholders who are Irish resident or ordinarily resident or who hold their shares through a branch or agency in Ireland may have a liability under the self-assessment system to pay tax, or further tax, on any distribution or gain arising from their holdings of Shares. In particular where the Company has elected to not deduct tax at the occasion of the eight year rolling chargeable event a Shareholder will have an obligation to file a self-assessment tax return and pay the appropriate amount of tax to the Irish Revenue Commissioners.

Refunds of tax where a relevant declaration could be made but was not in place at the time of a chargeable event are generally not available except in the case of certain corporate Shareholders within the charge to Irish corporation tax.

## **29.4 Relevant Irish Tax Definitions**

### **Irish residence and ordinary residence for tax purposes**

#### **A. Residence - Company**

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

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

#### **B. Residence – Individual**

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

- (i) Spends 183 or more days in the State in that tax year;

or

- (ii) has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the preceding year.

Presence in a tax year by an individual of not more than 30 days in the State will not be reckoned for the purpose of applying the two year test. Up to 31 December, 2008, presence in the State for a day means the personal presence of an individual at the end of the day (midnight). From 1 January 2009, presence in the State for a day means the personal presence of an individual at any time during the day.

#### **C. Ordinary Residence – Individual**

The term “ordinary residence” as distinct from “residence”, relates to a person’s normal pattern of life and denotes residence in a place with some degree of continuity.

An individual who has been resident in the State for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

An individual who has been ordinarily resident in the State ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in the State in 2021 and departs from the State in that tax year will remain ordinarily resident up to the end of the tax year in 2024.

#### **D. Intermediary**

This means a person who:-

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

## 29.5 **Stamp duty**

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

## 29.6 **Capital acquisitions tax**

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

- (i) at the date of the disposition the transferor is neither domiciled nor ordinarily resident in Ireland and at the date of the gift or inheritance the transferee of the Shares is neither domiciled nor ordinarily resident in Ireland; and
- (ii) the Shares are comprised in the disposition at the date of the gift or inheritance and the valuation date.

## 29.7 **Other tax matters**

The income and/or gains of a company from its securities and assets may suffer withholding tax in the countries where such income and/or gains arise. The Company may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in repayment to that company, the net asset value of the Company will not be restated and the benefit will be allocated to the existing Shareholders rateably at the time of repayment.

## 29.8 **Taxation in Other Jurisdictions**

As Shareholders are no doubt aware, the tax consequences of any investment can vary considerably from one jurisdiction to another, and ultimately will depend on the tax regime of the jurisdictions within which a person is tax resident. Therefore the Directors strongly recommend that Shareholders obtain tax advice from an appropriate source in relation to the tax liability arising from the holding of Shares in the Company and any investment returns from those Shares. It is the Directors' intention to manage the affairs of the Company so that it does not become resident outside of Ireland for tax purposes.

## 29.9 **Information exchange and the implementation of FATCA in Ireland**

With effect from 1 July 2014, the Company is obliged to report certain information in respect of U.S. investors in the Company to the Irish Revenue Commissioners who will share that information with the U.S. tax authorities.

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

On 21 December 2012 Ireland signed an Intergovernmental Agreement (**IGA**) with the United States to Improve International Tax Compliance and to Implement FATCA. Under this agreement Ireland agreed to implement legislation to collect certain information in connection with FATCA and the Irish and U.S. tax authorities have agreed to automatically exchange this information. The IGA provides for the annual

automatic exchange of information in relation to accounts and investments held by certain U.S. persons in a broad category of Irish financial institutions and vice versa.

Under the IGA and the Financial Accounts Reporting (United States of America) Regulations 2014 (as amended) (the Irish Regulations) implementing the information disclosure obligations, Irish financial institutions such as the Company are required to report certain information with respect to U.S. account holders to the Revenue Commissioners. The Revenue Commissioners will automatically provide that information annually to the IRS. The Company (and/or the Administrator or Investment Manager on behalf of the Company) must obtain the necessary information from investors required to satisfy the reporting requirements whether under the IGA, the Irish Regulations or any other applicable legislation published in connection with FATCA and such information is being sought as part of the application process for shares in the Company. It should be noted that the Irish Regulations require the collection of information and filing of returns with the Revenue Commissioners regardless as to whether the Company holds any U.S. assets or has any U.S. investors.

If a Shareholder causes the Company to suffer a withholding for or on account of FATCA (**FATCA Deduction**) or other financial penalty, cost, expense or liability, the Company may compulsorily redeem any Shares of such Shareholder and/or take any actions required to ensure that such FATCA Deduction or other financial penalty, cost, expense or liability is economically born by such Shareholder. While the IGA and the Irish Regulations should serve to reduce the burden of compliance with FATCA, and accordingly the risk of a FATCA withholding on payments to the Company in respect of its assets, no assurance can be given in this regard. As such, Shareholders should obtain independent tax advice in relation to the potential impact of FATCA before investing.

#### 29.10 **Common Reporting Standard (CRS)**

The CRS framework was first released by the OECD in February 2014. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the **Standard**) was published, involving the use of two main elements, the Competent Authority Agreement (**CAA**) and the CRS.

The goal of the Standard is to provide for the annual automatic exchange between governments of financial account information reported to them by local Financial Institutions (**FIs**) relating to account holders tax resident in other participating countries to assist in the efficient collection of tax. The OECD, in developing the CAA and CRS, have used FATCA concepts and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. It will result in a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

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

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

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

#### 29.11 **OECD BEPS**

In 2013 the OECD published its report on Addressing Base Erosion and Profit Shifting (**BEPS**) and its Action Plan on BEPS. The aim of the report and Action Plan was to address and reduce aggressive international tax planning. BEPS remains an ongoing project. On 5 October 2015, the OECD published its final reports, analyses and sets of recommendations (deliverables) with a view to implementing internationally agreed and binding rules which could result in material changes to relevant tax legislation of participating OECD countries. The final package of deliverables was subsequently approved by the G20 Finance Ministers on 8 October 2015. On 24 November 2016, more than 100 jurisdictions concluded negotiations on a multilateral instrument that will amend their respective tax treaties (more than 2,000 tax treaties worldwide) in order to implement the tax treaty-related BEPS recommendations. The multilateral instrument was signed on 7 June 2017 and entered into force on 1 July 2018. The multilateral instrument will then enter into effect for a specific tax treaty at certain times after all parties to that treaty have ratified the multilateral instrument. The final actions to be implemented in the tax legislation of the countries in which the Company will have investments, in the countries where the Company is domiciled or resident, or changes in tax treaties negotiated by these countries, could adversely affect the returns from the Company.

### 30 **REPORTS AND ACCOUNTS**

The Company's year end is 31st December in each year. The annual report and audited accounts of the Company will be sent to Euronext Dublin and to Shareholders within four months after the conclusion of each accounting year and at least 21 days before the general meeting of the Company at which they are to be submitted for approval. The Company will also send a semi-annual report and unaudited accounts to Euronext Dublin and to Shareholders normally within two months after the end of each semi-annual period. The Company's semi-annual period ends on 30th June in each year. The first annual report of the Company was published within four months of 31st December, 2002. The first semi-annual report of the Company was published within two months of 30th June, 2003.

Such reports and accounts will contain a statement of the Net Asset Value and of the investments comprised therein as at the year end or the end of such semi-annual period.

### 31 **FORM OF SHARES, SHARE CERTIFICATES AND TRANSFER OF SHARES**

Shares will be issued in registered form. Share certificates will not be issued. Written confirmations of entry in the register of Shareholders will be issued within 28 days after the Dealing Day on which Shares are allotted subject to receipt of payment in respect of such Shares.

Shares will be transferable by instrument in writing signed by (or, in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor. In the case of the death of one of joint Shareholders, the survivor or survivors will be the only person or persons recognised by the Company as having any title to or interest in the Shares registered in the names of such joint Shareholders.

Shares may not be transferred to a United States Person except pursuant to an exemption available under the United States Securities Act of 1933 (as amended) or to a Taxable Irish Person (unless the Directors determine otherwise) or to a minor or person of unsound mind. Registration of any transfer may be refused by the Directors if following the transfer (a) either transferor or transferee would hold Shares having a value of less than the Minimum Shareholding; or (b) any payment of taxation remains outstanding. If the transferor is or is deemed to be a Taxable Irish Person the Company is entitled to repurchase and cancel a sufficient portion of the transferor's Shares as will enable the Company to pay the tax payable in respect of the transfer to the Revenue Commissioners in Ireland.

Applications for Shares can also be made indirectly through a clearing system and/or a selling agent. The clearing system and/or the selling agent may provide a nominee service for investors purchasing through them, pursuant to which the nominee will hold Shares in its name for and on behalf of the investors. Provisions might exist under which the nominee holder / selling agent will exercise the shareholder voting rights attached to such Shares on a discretionary basis. A global certificate (mainly for the German market) is deposited with Clearstream Banking, on behalf of which Landesbank Baden-Württemberg (LBBW) acts as trustee shareholder / nominee, is entered in the register of Shareholders and exercises shareholder voting rights on a discretionary basis.

### 32 NOTIFICATION OF PRICES

The latest Net Asset Value per Share will be calculated daily and will be available from the Administrator and the Investment Manager and will be notified without delay to Euronext Dublin following calculation. The Company reserves the right to make additional arrangements for the publication of the Net Asset Value per Share in relevant publications. The Net Asset Value per Share is publicly available and published in the **Börsen Zeitung** in Germany. The latest Net Asset Value per Share is available on the website of Euronext Dublin at [www.euronext.com/en/markets/dublin](http://www.euronext.com/en/markets/dublin). The Net Asset Value per Share is also available on [www.aureusfund.com](http://www.aureusfund.com).

The Company may calculate and publish an indicative issue and repurchase price in currencies other than the Base Currency. The calculation and publishing of this indicative price does not guarantee that subscription or redemption proceeds can be made or received in this other currency. Where applicable, the indicative issue and repurchase price shall be calculated at the then prevailing exchange rate available to the Administrator which, where applicable, shall be the rate used by the Administrator in converting the value of non-Base Currency assets into the Base Currency when calculating the Net Asset Value for the Valuation Point in question. Such prices are indicative only and investors should be aware that the exchange rate used in calculating such indicative prices may not be available at the time of any subscription or redemption by the investor. Investors should note that such Net Asset Values are historic and, therefore, indicative only.

Any costs and expenses of actual conversion from the Base Currency to such other currency (or vice versa) shall be borne by the relevant Shareholder only when a currency conversion from the Base Currency into a currency other than the Base Currency (or vice versa) actually takes place. In the event that the Investment Manager decides to retain or use a non-Base Currency amount in its original currency (in the case of subscriptions) or decides to meet a redemption request in a non-Base Currency in available funds in that currency upon the request of an investor, then no conversion cost will be incurred by the investor.

### 33 DIRECTORS' CONFIRMATION - COMMENCEMENT OF BUSINESS

The Directors confirm that the Company was incorporated on 14 June, 2002. The Company does not have any subsidiaries at the date hereof.

## 34 GENERAL INFORMATION

The Company is authorised by the Central Bank as a retail investor alternative investment fund. The Company's range of activities is limited to its business as an investment company, engaging in collective portfolio management of investments.

To cover potential professional liability risks resulting from activities which the Company may carry out, the Company holds own funds which are appropriate to cover potential liability risks arising from professional negligence.

## 35 REMUNERATION POLICY

The AIFM's policy is to design and implement a remuneration policy which is consistent with and promotes sound and effective risk management. In line with the Irish AIFM Regulations, the ESMA Guidelines on Sound Remuneration Policies under the AIFMD and the requirements of the Central Bank, all of which may be amended from time to time, the AIFM applies its remuneration policy in a manner which is proportionate to its size and that of the Company, its internal organisation and the nature, scope and complexity of its activities.

The AIFM does not impose a limit with regard to variable compensation versus fixed compensation. However, the AIFM's policy is to pay all staff a fixed component representing a sufficiently high proportion of the total remuneration of the individual to allow the AIFM to operate a fully flexible policy, with the possibility of not paying any variable component.

Where the AIFM pays its staff performance related pay, the following requirements, among others will be applied:

- (a) where remuneration is performance related, the total amount of remuneration is based on a combination of the assessment of the performance of the individual and of the business unit or the Company and of the overall results of the AIFM, and when assessing individual performance, financial as well as non-financial criteria are taken into account;
- (b) the assessment of performance is set in a multi-year framework appropriate to the life-cycle of the Company in order to ensure that the assessment process is based on longer term performance and that the actual payment of performance-based components of remuneration is spread over a period which takes account of the performance fee calculation period of the Company, the Company's redemption policy and its investment risks.

The AIFM will ensure that the remuneration policy is reviewed internally and independently on an annual basis.

When delegating portfolio management or risk management activities according to the Irish AIFM Regulations, the AIFM shall use its best efforts to ensure that:

- (a) the entities to which portfolio management or risk management activities have been delegated are subject to regulatory requirements on remuneration that are equally as effective as those applicable under the relevant remuneration rules applicable to the AIFM; or
- (b) appropriate contractual arrangements are put in place with entities to which portfolio management or risk management activities have been delegated in order to ensure that there is no circumvention of the remuneration rules applicable to the AIFM.



Details of the AIFM's up-to-date policy in respect of remuneration, including a description of how remuneration and benefits are calculated and the identities of the persons responsible for awarding such remuneration/benefits can be accessed from the following website: <https://www.waystone.com/wp-content/uploads/2021/03/Waystone-Mgt-Co-IE-Limited-Remuneration-Policy.pdf>. A paper copy of the remuneration policy is also available free of charge from the AIFM upon request.

## **36 INCORPORATION AND SHARE CAPITAL**

The Company was incorporated and registered in Ireland under the Companies Act, as an investment company with variable capital on 14 June 2002 with registered number 358019.

At the date hereof, the authorised share capital of the Company is 7 Subscriber Shares of 1 Euro each and 1,000,000,000,000 unclassified participating shares of no par value. The minimum issued share capital of the Company is Euro 2 or its equivalent in any other currency. The maximum issued share capital of the Company is Euro 1,000,000,000,000 or its equivalent in any other currency.

The unclassified shares are available for issue as Shares. The issue price is payable in full on acceptance.

## **37 CONSTITUTION**

Clause 2 of the Constitution provides that the sole object of the Company is the collective investment of its funds in property with the aim of spreading investment risk and giving members of the Company the benefit of the results of the management of its funds.

The Constitution contains provisions to the following effect:

### **37.1 Directors' Authority to Allot Shares**

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

### **37.2 Variation of rights**

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

### **37.3 Voting Rights**

Subject to disenfranchisement in the event of non-compliance with any notice requiring disclosure of the beneficial ownership of shares and subject to any rights or restrictions for the time being attaching to any class or classes of shares on a show of hands at a general meeting or class meeting of the Company, every holder who is present in person or by proxy shall have one vote and on a poll every holder present in person or by proxy shall have one vote for every share of which he is the holder. Holders who hold a fraction of a share may not exercise any voting rights, whether on a show of hands or on a poll in respect of such fraction of a share.

The holder(s) of subscriber shares present in person or by proxy at a general meeting shall, on a show of hands, have one vote in respect of all the subscriber shares in issue and on a poll, every holder of a subscriber share present in person or by proxy shall have one vote in respect of his holding of subscriber shares.

#### 37.4 Change in Share Capital

The Company from time to time by ordinary resolution may increase the share capital by such amount and/or number as the resolution may prescribe. The Company may also by ordinary resolution, consolidate and divide all or any of its share capital into shares of larger amount, subdivide its shares, or any of them, into shares of smaller amount or value or cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the shares so cancelled or redenominate the currency of any class of shares.

### 38 INTERESTS OF THE DIRECTORS

- 38.1 Provided that the nature and extent of his interest shall be disclosed as set out below, no Director or intending Director shall be disqualified by his office from contracting with the Company nor shall any such contract or arrangement entered into by or on behalf of the other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- 38.2 The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he becomes so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested.
- 38.3 A Director shall not vote at a meeting of the Directors or any committee established by the Directors on any resolution concerning a matter in which he has, directly, or indirectly an interest which is material (other than an interest arising by virtue of his interest in shares or debentures or other securities or otherwise in or through the Company) or a duty which conflicts or may conflict with the interest of the Company. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote. A Director shall not vote (or be counted in the quorum present) on any resolution in respect of his appointment (or the arrangement of the terms of appointment) to hold any office or place of profit with the Company.
- 38.4 A Director shall be entitled (in the absence of some other material interest than is indicated in the section entitled **Directors Interests** below) to vote (and be counted in the quorum) in respect of any resolutions concerning any of the following matters, namely:
- 38.4.1 the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or any of its subsidiary or associated companies or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary or associated companies;
  - 38.4.2 the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary or associated companies for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

38.4.3 any proposal concerning any offer of shares or debentures or other securities of or by the Company or any of its subsidiary or associated companies for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;

38.4.4 any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer, shareholder or otherwise howsoever.

38.5 The Company by ordinary resolution may suspend or relax the provisions described above to any extent or ratify any transaction not duly authorised by reason of a contravention thereof.

## **39 BORROWING POWERS**

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and assets (both present and future), and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company provided that all such borrowings shall be within the limits laid down by the Central Bank.

## **40 COMMITTEES**

The Directors may delegate any of their powers to any committee whether or not consisting of Directors. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of the Constitution regulating the proceedings of Directors so far as they are capable of applying.

## **41 RETIREMENT OF DIRECTORS**

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

## **42 DIRECTORS' REMUNERATION**

Unless and until otherwise determined from time to time by the Company in general meeting, the ordinary remuneration of each Director shall be determined from time to time by resolution of the Directors. Any Director who holds any executive office (including for this purpose the office of chairman or deputy chairman) or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Directors or committees established by the Directors or general meetings or separate meetings of the holders of any class of shares of the Company or otherwise in connection with the discharge of their duties.

## **43 TRANSFER OF SHARES**

Subject as set out below, the shares of any holder may be transferred by instrument in writing in any usual or common form or any other form which the Directors may approve. The Directors in their absolute discretion and without assigning any reason therefor may decline to register any transfer of a share to a Taxable Irish Person (unless the Directors determine otherwise), a United States Person, any person who appears to be in breach of any law or requirement of any country or governmental authority or by virtue of which such person is not qualified to hold such shares, or any person or persons in circumstances which might result in the Company incurring any liability to taxation or suffering pecuniary disadvantages or being

in breach of any law or regulation which the Company might not otherwise have incurred, suffered or breached and any transfer to or by a minor or a person of unsound mind. The Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate for the shares to which it relates (if issued), is in respect of one class of share only, is in favour of not more than four transferees and is lodged at the registered office or at such other place as the Directors may appoint.

#### 44 **RIGHT OF REPURCHASE**

Holders have the right to request the Company to repurchase their Shares in accordance with the provisions of the Constitution.

#### 45 **DIVIDENDS**

The Constitution permits the Directors to declare such dividends on any class of shares as appears to the Directors to be justified by the profits of the Company. The Directors may, satisfy any dividend due to holders of shares in whole or in part by distributing to them in specie any of the assets of the Company, and in particular any of the investments of the Company. Any dividend unclaimed for six years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

#### 46 **WINDING UP**

46.1 The Constitution contains provisions to the following effect:

46.1.1 if the Company shall be wound up the liquidator shall, subject to the provisions of the Companies Act, apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims.

46.1.2 the assets available for distribution amongst the holders shall be applied as follows: first the proportion of the assets attributable to each class of share shall be distributed to the holders of shares in the relevant class in the proportion that the number of shares held by each holder bears to the total number of shares relating to each such class of shares in issue as at the date of commencement to wind up; secondly, in the payment to the holder(s) of the subscriber shares of sums up to the nominal amount paid thereon out of the assets of the Company not attributable to any class of share. In the event that there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets of the Company attributable to each class of share; and thirdly, any balance then remaining and not attributable to any of the classes of shares shall be apportioned pro-rata as between the classes of shares based on the Net Asset Value of each class of shares as at the date of commencement to wind up and the amount so apportioned to a class shall be distributed to holders pro-rata to the number of shares in that class of shares held by them.

46.1.3 if the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution of the relevant holders and any other sanction required by the Companies Act, divide among the holders of shares of any class or classes in specie the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between all the holders of the Company or the holders of different classes of shares. The liquidator may, with the like authority, vest any part of the assets of the Company in trustees upon such trusts for the benefit of holders as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the

Company dissolved, but so that no holder shall be compelled to accept any assets of the Company in respect of which there is a liability.

#### **47 TERMINATION / COMPULSORY REPURCHASE**

47.1 The Constitution contains provisions to the following effect:

47.2 The Directors may, in their sole and absolute discretion, compulsorily redeem all shares in the capital of the Company by notice in writing to the affected Shareholders in any of the following events:-

47.2.1 if at any time the Net Asset Value of the Company shall be less than such amount as may be determined by the Directors; or

47.2.2 if the Company shall cease to be authorised or otherwise officially approved; or

47.2.3 if any law shall be passed which renders it illegal or in the opinion of the Directors impracticable or inadvisable to continue the Company; or

47.2.4 if the Directors consider that it is in the best interests of the Shareholders of the Company.

47.3 The decision of the Directors in any of the events specified above shall be final and binding on all the parties concerned but the Directors shall be under no liability on account of any failure to terminate the Company pursuant to this provision or otherwise.

47.4 Following compulsory redemption of all shares in the capital of the Company in accordance with the terms of the Constitution of the Company, the Company will apply to the Central Bank for revocation of the authorisation of the Company.

#### **48 SHARE QUALIFICATION**

The Constitution does not contain a share qualification for Directors.

#### **49 LITIGATION AND ARBITRATION**

The Company is not involved in any litigation or arbitration nor are the Directors aware of any pending or threatened litigation or arbitration.

#### **50 DIRECTORS' INTERESTS**

50.1 There are no service contracts in existence between the Company and any of its Directors, nor are any such contracts proposed.

50.2 At the date of this Prospectus, no Director has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company and, save as disclosed herein, no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company.

50.3 Subject to the provisions of the Companies Act, a Director may, from time to time, acquire, hold or deal in any asset upon its own account, notwithstanding that the same or similar asset may be held by or for the account of or otherwise connected with the Company, provided that a Director will at all times have regard to its obligation to act in the best interests of the Company.

50.3.1 Daniel Rauch and Andreas Schmidt are employees of the Investment Manager.

50.3.2 Michael Krauss is an employee of the Investment Advisor.

## 51 MATERIAL CONTRACTS

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

51.1.1 the AIFM Agreement dated 30 November 2021 between the AIFM and the Company (the **AIFM Agreement**); this agreement provides that the appointment of the AIFM shall continue in force for an initial term of 1 year and thereafter may be terminated by either party giving to the other not less than 6 months written notice. The AIFM Agreement contains indemnities in favour of the AIFM other than matters arising by reason of its negligence, wilful misconduct, or fraud;

51.1.2 the Depositary Agreement dated 22 July 2014 between the Company and the Depositary (the **Depositary Agreement**); this agreement provides that the appointment of the Depositary is for an initial term of six months from the date of the agreement and thereafter may be terminated by either of the parties on giving ninety (90) days prior written notice to the other party hereto. In certain circumstances the agreement may be terminated forthwith by notice in writing by either party to the other; this agreement contains certain indemnities in favour of the Depositary which are restricted to exclude matters arising by reason of the negligent or intentional failure of the Depositary (or any of its directors, officers, servants or employees in the performance of its duties) to perform its obligations under the Depositary Agreement or the loss of Financial Instruments Held In Custody by the Depositary pursuant to the Depositary Agreement and certain provisions regarding its legal responsibilities and limitations thereon;

51.1.3 the Administration Agreement dated 30 November 2021 between the AIFM, the Company and the Administrator (the **Administration Agreement**); this agreement provides that the appointment of the Administrator shall continue until it is terminated by any of the parties to the agreement on giving ninety days' (90) prior written notice to the other parties. In certain circumstances the agreement may be terminated forthwith by notice in writing by any party to the other parties; this agreement contains certain indemnities in favour of the Administrator which are restricted to exclude matters arising by reason of the negligence, wilful default, bad faith, fraud or recklessness of the Administrator or any of its directors, officers, servants and employees, delegates or sub-contractors in the performance of its duties and certain provisions regarding its legal responsibilities and limitations thereon;

51.1.4 the Investment Management Agreement dated 30 November 2021 between the AIFM, the Company and the Investment Manager (the **Investment Management Agreement**); this agreement provides that the appointment of the Investment Manager will continue unless and until terminated by any party giving to the other parties not less than ninety days' written notice although in certain circumstances the agreement may be terminated forthwith by notice in writing by any party to the other parties; this agreement also contains certain indemnities in favour of the Investment Manager which are restricted to exclude matters arising by reason of the negligence, wilful default, bad faith or fraud of the Investment Manager or persons designated by it in the performance or non-performance of its duties and certain provisions regarding its legal responsibilities and limitations thereon; and

51.1.5 the Investment Advisory Agreement dated 1 April 2014 between the Company and the Investment Advisor as supplemented by way of supplemental agreement dated 30 November 2021 between the AIFM, the Company and the Investment Advisor (the **Investment Advisory Agreement**); this agreement provides that the appointment of the Investment Advisor will, after an initial term of three years, continue unless and until terminated by any party giving to the other

parties not less than ninety days' written notice although in certain circumstances, including in certain key man events, the agreement may be terminated forthwith by notice in writing by any party to the other parties and in addition the agreement may be terminated by the AIFM or the Company at any time where necessary to protect the best interests of Shareholders; this agreement also contains certain indemnities in favour of the Investment Advisor which are restricted to exclude matters arising by reason of the fraud, wilful default, negligence bad faith, breach of contract and wilful misconduct of the Investment Advisor or its officers, servants, employees, agents and or delegates in the performance of its duties and obligations under the Investment Advisory Agreement.

## 52 MISCELLANEOUS

- 52.1 As of the date of this Prospectus, the Company does not have any loan capital (including term loans) outstanding or created but unissued or any outstanding mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts, liabilities under acceptances or acceptance credits, hire purchase or finance lease commitments, guarantees or other contingent liabilities which are material in nature.
- 52.2 Save as disclosed above under the heading **Directors' Interests**, no Director has any interest in the promotion of or in any property acquired or proposed to be acquired by the Company.
- 52.3 Save as may result from the entry by the Company into the agreements listed under **Material Contracts** above or any other fees, commissions or expenses discharged, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Company.
- 52.4 No commissions, discounts, brokerages or other special terms have been paid or granted or are payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Shares or loan capital of the Company.

## 53 DOCUMENTS AND INFORMATION AVAILABLE FOR INSPECTION

- 53.1 Copies of the following documents may be inspected at the registered office of the Company at during usual business hours on weekdays, except Saturdays and public holidays:
- 53.1.1 the Constitution of the Company;
  - 53.1.2 the material contracts referred to above;
  - 53.1.3 the Companies Act; and
  - 53.1.4 the AIF Rulebook.
  - 53.1.5 a list of past and current directorships and partnerships held by each Director of the Company over the past five years.
- 53.2 Copies of the Constitution of the Company (and, after publication thereof, the periodic reports and accounts) may be obtained from the Investment Manager upon payment of such fee as the Directors and the Investment Manager agree from time to time.
- 53.3 Information on the Company is also available on [www.aureusfund.com](http://www.aureusfund.com).

- 53.4 The historical performance of the Company can be obtained from the Investment Manager by any Shareholder (or prospective Shareholder approved by the Company, in the case of prospective Shareholders).
- 53.5 The following will be disclosed at least annually to the Shareholders in the Company's annual report or, if required more frequently, in a monthly update provided by the Company:
- 53.5.1 the percentage of the Company's assets which are subject to special arrangements arising from their illiquid nature (if any);
  - 53.5.2 any new arrangements for managing the liquidity of the Company;
  - 53.5.3 the current risk profile of the Company and the risk management systems employed to manage those risks;
  - 53.5.4 any change to the maximum level of leverage which the Company may employ as well as any right to reuse collateral or any guarantee granted under the leveraging arrangement;
  - 53.5.5 the total amount of leverage employed by the Company; and
  - 53.5.6 The entities to which, with regard to efficient portfolio management, direct and indirect operational costs and fees are paid (including whether such entities are related to the Company or the Depositary).

#### 54 **APPLICATION PROCEDURE**

- 54.1 All requests for subscriptions may be made on the Application Form sent by mail or by facsimile (with the original to follow promptly by mail) to the Administrator at the address/facsimile number set out in the Application Form. Applications by facsimile will be treated by the Administrator as definitive orders and will not be capable of withdrawal after acceptance by the Administrator. Any repurchase request relating to a holding of Shares in respect of which no original Application Form has been received by the Administrator shall not be dealt with until the original Application Form has been received and all necessary anti-money laundering checks have been carried out. Any change to a Shareholder's registration details or payment instructions must also be received in original form.
- 54.2 The minimum number of Shares that may be subscribed on initial application is Shares having a value, at the current issue price (exclusive of the Preliminary Charge) of not less than Euro 1,000.
- 54.3 Applications not made on the Application Form should:
- 54.3.1 state the number of Shares applied for or the amount to be invested in the Company (which should include provision for the Preliminary Charge);
  - 54.3.2 state how payment has been or will be made;
  - 54.3.3 acknowledge receipt of this Prospectus and confirm that the application is made on the terms thereof and subject to the Constitution of the Company;
  - 54.3.4 state the name of the applicant and the name and address to which the contract note is to be despatched;



- 54.3.5 confirm whether the applicant is either a Taxable Irish Person (as defined in this Prospectus) or acting on behalf of, or for the benefit of, a Taxable Irish Person;
  - 54.3.6 confirm that the applicant is neither a United States Person (as defined in this Prospectus) nor acting on behalf of, or for the benefit of a United States Person; and
  - 54.3.7 confirm that the applicant will notify the Company immediately if it should become a Taxable Irish Person or a United States Person.
- 54.4 The Administrator will retain the right to seek such evidence of identity from applicants as the Administrator deems appropriate to comply with the Company's obligations under anti-money laundering legislation and, in the absence of satisfactory evidence or for any other reason, may reject any application in whole or in part. If an application is rejected, the Administrator, at the risk of the applicant, will return application moneys or the balance thereof by cheque within 28 Business Days of the rejection or, at the cost of the applicant, by electronic transfer.
- 54.5 A contract note will be sent to each successful applicant. In cases where subscription moneys are not enclosed with the application for Shares, settlement is due by the Settlement Date. If payment in full has not been received by the relevant time, the application may be refused and any allotment or transfer of Shares made on the basis thereof cancelled, or, alternatively, the Company may treat the application as an application for such number of Shares as may be purchased or subscribed with such payment. The Company reserves the right, in the event of non-receipt of cleared funds by the due date and cancellation thereof of such subscription, to charge the applicant for losses accruing.
- 54.6 Payment is due in the Base Currency. The Company may accept payment in other currencies, but such payments will be converted into the Base Currency and only the proceeds of such conversion (after deducting expenses relating to such conversion) will be applied by the Company towards payment of the subscription moneys. The Company has standing arrangements for subscription moneys to be paid by electronic transfer as specified in the Application Form.
- 54.7 Payments by electronic transfer should quote the applicant's name, bank, bank account number, and contract note number (if one has already been issued). Any charges incurred in making payment by electronic transfer will be payable by the applicant.
- 54.8 Should investors prefer to make payment in any currency other than the Base Currency they are advised to make direct contact with the Administrator.
- 54.9 Fractions of not less than 1/1000 of a Share may be issued. Application moneys representing smaller fractions of a Share will not be returned to the applicant but will be retained as part of the Company's assets.

## 55 **DIRECTORY**

### 55.1 **AUREUS FUND (IRELAND) PLC**

25-28 North Wall Quay  
Dublin 1  
D01 H104  
Ireland

### 55.2 **AIFM**

Waystone Management Company (IE) Limited  
3rd Floor

76 Lower Baggot Street  
Dublin 2  
Ireland

**55.3 INVESTMENT MANAGER AND DISTRIBUTOR**

LBBW Asset Management Investmentgesellschaft mbH  
Fritz-Elsas-Str. 31  
70174 Stuttgart  
Germany

**55.4 INVESTMENT ADVISOR**

Tresides Asset Management GmbH  
Stephanstrasse 25  
70173 Stuttgart  
Germany

**55.5 DEPOSITARY**

State Street Custodial Services (Ireland) Limited  
78 Sir John Rogerson's Quay  
Dublin 2  
Ireland

**55.6 ADMINISTRATOR**

State Street Fund Services (Ireland) Limited  
78 Sir John Rogerson's Quay  
Dublin 2  
Ireland

**55.7 AUDITORS**

PricewaterhouseCoopers  
Chartered Accountants  
One Spencer Dock  
North Wall Quay  
Dublin 1  
Ireland

**55.8 IRISH LEGAL ADVISERS TO THE COMPANY**

A&L Goodbody LLP  
International Financial Services Centre  
North Wall Quay  
Dublin 1  
Ireland

**55.9 SPONSORING BROKERS**

Arthur Cox Listing Services Limited  
Earlsfort Centre  
Earlsfort Terrace  
Dublin 2  
Ireland

**55.10 AUSTRIAN TAX ADVISOR**

PwC PricewaterhouseCoopers Wirtschaftsprüfung und Steuerberatung GmbH

Erdbergstraße 200  
1030 Wien  
Austria

55.11 **SECRETARY**

Goodbody Secretarial Limited  
International Financial Services Centre  
North Wall Quay  
Dublin 1  
Ireland

## Appendix 1

### Markets

The exchanges and markets set out below are listed in accordance with the requirements of the Central Bank. The Central Bank does not issue a list of approved markets. With the exception of permitted investment in unlisted securities and off-exchange derivative instruments investment in securities or financial derivative instruments will be made only in securities or financial derivative instruments which are listed or traded on a stock exchange or market which meets with the regulatory criteria (regulated, operate regularly, be recognised and open to the public) and which is listed as follows:-

(a)

(i) any stock exchange which is:

- located in any Member State; or
- located in a member state of the European Economic Area; or
- located in any of the following countries:-

Australia

Canada

Hong Kong

Japan

New Zealand

Switzerland

United States of America

UK; or

(ii) any stock exchange included in the following list:-

- |            |   |   |
|------------|---|---|
| Albania    | - | Tirana Stock Exchange;  |
| Algeria    | - | Algiers Stock Exchange;   |
| Argentina  | - | Bolsa de Comercio de Buenos Aires, Mercado Abierto<br>Electronico S.A.; |
| Armenia    | - | Armenian Stock Exchange;  |
| Azerbaijan | - | Baku Stock Exchange;  |
| Bahamas    | - | Bahamas International Securities Exchange;                              |

Bahrain	-	Bahrain Bourse;
Bangladesh	-	Chittagong Stock Exchange, Dhaka Stock Exchange;
Barbados	-	Barbados Stock Exchange;
Belarus	-	Belarus Currency and Stock Exchange;
Bermuda	-	Bermuda Stock Exchange;
Bolivia	-	Bolsa Boliviana de Valores;
Bosnia & Herzegovina	-	Banja Luka and Sarajevo Stock Exchange ;
Botswana	-	Botswana Stock Exchange;
Brazil	-	BM&F BOVESPA S.A.
Cape Verde	-	Cape Verde Stock Exchange;
Channel Islands	-	Channel Islands Stock Exchange;
Cayman Islands	-	Cayman Islands Stock Exchange;
Chile	-	Bolsa de Comercio de Santiago, Bolsa Electronica de Chile, Bolsa de Valparaiso;
China	-	Shanghai Stock Exchange, Shenzhen Stock Exchange;
Colombia	-	Bolsa de Valores de Colombia;
Costa Rica	-	Bolsa Nacional de Valores;
Croatia	-	Zagreb Stock Exchange;
Cuba	-	Havana Stock Exchange;
Dominican Republic	-	Bolsa de Valores de la Republica Dominicana
Ecuador	-	Bolsa de Valores de Guayaquil, Bolsa de Valores de Quito;
Egypt	-	Egyptian Exchange;

El Salvador	-	El Salvador Stock Exchange;
Fiji	-	South Pacific Stock Exchange;
Georgia	-	Georgia Stock Exchange
Ghana	-	Ghana Stock Exchange;
Guatemala	-	Bolsa de Valores Nacional SA;
Honduras	-	Hondurian Stock Exchange, Bolsa Centroamericana de Valores;
India	-	National Stock Exchange, Bombay Stock Exchange, Ltd.;
Indonesia	-	Indonesia Stock Exchange;
Iran	-	Tehran Stock Exchange
Israel	-	Tel Aviv Stock Exchange;
Ivory Coast	-	Bourse Regionale des Valeurs Mobilieres;
Jamaica	-	Jamaica Stock Exchange;
Jordan	-	Amman Stock Exchange;
Kazakhstan	-	Kazakhstan Stock Exchange;
Kenya	-	Nairobi Securities Exchange;
Korea	-	Korea Exchange;
Kuwait	-	Kuwait Stock Exchange;
Kyrgyzstan	-	Kyrgyz Stock Exchange
Lebanon	-	Beirut Stock Exchange;
Macedonia	-	Macedonian Stock Exchange;
Madagascar	-	Marché Interbancaire des Devises (MID)
Malawi	-	Malawi Stock Exchange;
Malaysia	-	Bursa Malaysia Securities Berhad, Bursa Malaysia Derivatives Berhad;
Mauritius	-	Stock Exchange of Mauritius;
Mexico	-	Bolsa Mexicana de Valores, Mercado Mexicano de Derivados;

Moldova	-	Moldova Stock Exchange;
Mongolia	-	Mongolian Stock Exchange;
Montenegro	-	Motenegro Stock Exchange;
Morocco	-	Bourse de Casablanca;
Mozambique	-	Maputo Stock Exchange;
Namibia	-	Namibian Stock Exchange;
Nepal	-	Nepal Stock Exchange;
Nicaragua	-	Bolsa de Valores de Nicaragua;
Nigeria	-	Nigeria Stock Exchange;
Oman	-	Muscat Securities Market;
Pakistan	-	Lahore Stock Exchange, Karachi Stock Exchange and Islamabad Stock Exchange;
Palestine	-	Palestine Securities Exchange;
Panama	-	Bolsa de Valores de Panama;
Papua New Guinea	-	Port Moresby Stock Exchange;
Paraguay	-	Bolsa de Valores y Productos de Asuncion;
Peru	-	Bolsa de Valores de Lima;
Philippines	-	Philippine Stock Exchange;
Puerto Rico	-	San Juan Stock Exchange
Qatar	-	Doha Stock Exchange;
Russia	-	Moscow Exchange ) (The extent of the Company's investment in Russia will be set out in the investment policy section of the Prospectus where applicable.);
Saint Kitts and Nevis	-	Eastern Caribbean Securities Stock Exchange
Saudi Arabia	-	Tadawul Stock Exchange, Saudi Arabian Monetary Agency;

Serbia	-	Belgrade Stock Exchange;
Singapore	-	Singapore Exchange Limited, CATALIST;
South Africa	-	JSE Limited, South African Futures Exchange;
Sudan	-	Khartoum Stock Exchange;
Swaziland	-	Swaziland Stock Exchange;
Sri Lanka	-	Colombo Stock Exchange;
Sudan	-	Khartoum Stock Exchange;
Swaziland	-	Swaziland Stock Exchange;
Taiwan	-	Taiwan Stock Exchange, Gretai Securities Exchange;
Tanzania	-	Dar-es-Salaam Stock Exchange;
Thailand	-	Stock Exchange of Thailand, Market for Alternative Investments, Bond Electronic Exchange, Thailand Futures Exchange;
Trinidad		
& Tobago	-	The Trinidad & Tobago Stock Exchange;
Tunisia	-	Bourse de Valeurs Mobilieres de Tunis;
Turkey	-	Istanbul Stock Exchange, Turkish Derivatives Exchange;
Uganda	-	Uganda Securities Exchange;
Ukraine	-	Ukrainian Stock Exchange;
Uruguay	-	Bolsa de Valores de Montevideo, Bolsa Electronica de
		Valores del Uruguay SA;
Uzbekistan	-	Republican Stock Exchange;
Venezuela	-	Bolsa de Valores de Caracas;
Vietnam	-	Hanoi Stock Exchange, Ho Chi Minh Stock Exchange, Unlisted Public Companies Market (UPCOM);
Zambia	-	Lusaka Stock Exchange;
Zimbabwe	-	Zimbabwe Stock Exchange.

(iii) any of the following:



The market organised by the International Capital Market Association;

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

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

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

American Stock Exchange;

Australian Securities Exchange;

Boston Stock Exchange

Bourse de Montreal;

Canada's New Stock Exchange;

Chicago Board of Trade;

Chicago Board Options Exchange;

Chicago Mercantile Exchange;

Chicago Stock Exchange;

EDX London;

Eurex US;

Eurex Zürich AG (Swiss Options & Financial Futures Exchange AG);

Euronext.Liffe;

National Stock Exchange (United States);

New York Board of Trade;

New York Futures Exchange;

New York Mercantile Exchange;

New York Stock Exchange;

New Zealand Futures and Options Exchange;

New Zealand Stock Exchange;

Philadelphia Stock Exchange;

The Hong Kong Growth Enterprise Market (**GEM**);

The Hong Kong Futures Exchange;

Hong Kong Exchanges and Clearing Limited;

Hong Kong Stock Exchange;

KOSDAQ;

Market of the High-Growth and Emerging Stocks (**MOTHERS**)

NASDAQ;

NASDAQ Japan;

Osaka Securities Exchange;

RASDAQ;

SESDAQ;

Shanghai Futures Exchange;

Singapore Commodity Exchange;

Singapore International Monetary Exchange;

SWX Swiss Exchange;

Sydney Futures Exchange (SFE Corporation Ltd);

TAISDAQ/Gretai Market;

The Johannesburg Securities Exchange;

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

The Over-the-Counter market in Canadian Government Bonds as regulated by the Investment Dealers Association of Canada;

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

Tokyo International Financial Futures Exchange;

Tokyo Stock Exchange;

Toronto Stock Exchange

Aim – the Alternative Investment Market in the UK regulated and operated by the London Stock Exchange.

- (b) In relation to any exchange traded financial derivative contract, any stock exchange or market on which such contract may be acquired or sold and which is regulated, operates regularly, is recognised and open to the public and which is (i) located in a Member State, or in a member state of the EEA (ii) the Channel Islands Stock Exchange, or (iii) included in the lists of exchanges and markets at (a)(i), (ii) or (iii) above.
- (c) In relation to any derivatives contract used, any market or exchange on which such contract may be acquired or sold which is referred to (a)(i), (ii) or (iii) above or which is in the European Economic Area or the UK, and/or is regulated, recognised, operates regularly, and is open to the public.

