

This Supplement is issued by Marshall Wace Funds plc (the "Company") and is solely for use in connection with a proposed subscription for Shares in MW Japan Market Neutral Fund (the "Fund"), a sub-fund of the Company.

This Supplement forms part of and should be read in conjunction with the prospectus for the Company dated 15 December 2015 (the "Prospectus"), and sets out the terms and conditions applicable to the Shares in the Fund.

SUPPLEMENT FOR MW JAPAN MARKET NEUTRAL FUND

A SUB-FUND OF

MARSHALL WACE FUNDS PLC

(an umbrella type investment company with variable capital governed by the laws of Ireland and authorised by the Central Bank)

MARSHALL WACE ASIA LIMITED

(INVESTMENT MANAGER)

Shares in the Fund are offered solely on the basis of the information and representations contained in this Supplement and the Prospectus and any further information given or representations made by any person may not be relied upon as having been authorised by the Company. Neither the delivery of this document nor the issue of Shares in the Fund shall under any circumstances create any implication that there has been no change in the affairs of the Fund since the date hereof.

15 December 2015

DIRECTORY

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INTRODUCTION

The Directors, whose names appear in the "Directors" section of the Prospectus, accept responsibility for the information contained in this Supplement. 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, read together with the Prospectus, does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

Restrictions on Distribution

This Supplement may only be distributed together with the Prospectus. The Restrictions on Distribution detailed on page ii to vii of the Prospectus apply to the distribution of this Supplement as well as to the distribution of the Prospectus.

Notwithstanding anything to the contrary herein, the recipient of this Supplement (and each employee, representative, or other agent of that person) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the Company, the Master Fund, the Funds or the Sub-Trusts and (ii) their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the investor relating to such tax treatment and tax structure, it being understood that "tax treatment" and "tax structure" do not include the name or the identifying information of the Company, the Master Fund, any Fund, any Sub-Trust or any parties to a transaction.

This Supplement does not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it would be unlawful to make such offer or solicitation.

Certain Risk Factors

Investment in the Fund carries substantial risk. There can be no assurance that the Fund's investment objective will be achieved and investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in Shares is suitable for them in light of their circumstances and financial resources (see further under "Certain Risk Factors" in the Prospectus).

If you are in any doubt about the contents of this document you should consult your financial adviser, accountant or other professional adviser.

Taxation

Prospective investors should consult their own tax advisers as to the implications of acquiring, holding or disposing of Shares of the Fund. A discussion of certain US tax considerations is contained within the client information form to be completed by applicants applying for Shares of the Fund.

Interpretation

Terms defined in the Prospectus will bear the same meanings in this Supplement except where the context otherwise requires.

In the event of any inconsistency between the Prospectus and this Supplement, the terms of this Supplement will prevail.

1. INVESTMENT OBJECTIVE AND POLICIES

Investment Objective

The investment objective of the Fund is to provide investors with above average absolute returns with low net market exposure primarily through investing and trading in Japanese equities and equity-related instruments. Portfolio volatility will be managed through the use of various hedging and risk management techniques.

There can be no assurance that the Fund will achieve its investment objective.

Investment Policy

The Fund will invest all of its investible assets in the Japan Market Neutral Fund (the "Sub-Trust"), a sub-trust of the Master Fund, details of which are set out in Appendix I to the Prospectus.

The Investment Manager believes that Japanese equity markets are inefficient and that there exist substantial opportunities to take advantage of these inefficiencies primarily by targeting individual equities and equity-related securities.

A majority of the gross assets of the Sub-Trust (excluding cash and government securities used for cash management purposes) will be invested in or applied to trading the equities of companies incorporated or whose principal operations are in Japan ("Japanese Companies") and related instruments. In normal circumstances, it is expected that not more than 30 per cent of the gross assets of the Sub-Trust will be invested in the equities and equity related instruments of non-Japanese Companies.

The net market exposure of the Sub-Trust will vary according to the Investment Manager's view of market prospects and the Investment Manager will have discretion to be net short of the markets. However, the overall net market exposure of the Sub-Trust will not normally exceed a range from 15 per cent net short to 15 per cent net long.

Where deemed appropriate, the Sub-Trust may employ leverage including, without limitation, through borrowing securities and other investments and by entering into derivatives transactions. The Gross Exposure of the Sub-Trust will not exceed 300 per cent of its Net Asset Value.

The Sub-Trust has maximum flexibility to invest in a wide range of instruments, including without limitation, listed and unlisted equities, options, warrants, futures, commodity derivatives, other derivatives and debt securities (which may be rated or unrated) and other participations in debt. The Sub-Trust may also retain amounts in cash or cash equivalents (including, without limitation, via a holding in a "cash fund"), pending reinvestment, if this is considered appropriate to the objective of maximising absolute returns. Cash deposits may be made with banks other than the Prime Brokers and Sub-Custodians.

The equity exposure of the Sub-Trust will generally be confined to companies which are listed or traded on a Recognised Exchange.

Investment Approach

The Investment Manager believes that Japanese equity markets are inefficient and offer opportunities for short-, medium- and longer-term investment gains. Investment opportunities will be identified through fundamental research into and analysis of companies where the Investment

Manager believes there are significant changes to the operating environment at a company or industry level which will drive the future share price performance. In addition, the Investment Manager will be able to access information from the proprietary TOPS investment platform operated by Marshall Wace LLP ("MWLLP").

The investment portfolio will comprise both: (a) strategic positions, characterised by relatively low turnover and medium to long-term holding periods; and (b) tactical, shorter-term positions. The strategic positions will aim to maximise the benefits that will accrue from the Investment Manager's research into, and understanding of, companies which the Investment Manager believes are mispriced, while the tactical positions will aim to harvest opportunities from possible stock mispricing caused by investment flow volatility.

MWLLP acts as the "alternative investment fund manager" of the Fund and the Sub-Trust for the purposes of the AIFM Directive as disclosed in the Prospectus, and the Investment Manager are committed to the prudent management of the overall risks incurred by the Sub-Trust and the Investment Manager will seek to drive the returns of the portfolio from stock selection. This will be achieved through rigorous monitoring of the stock, sector, market and factor exposures within the portfolio and the use of remedial hedging positions, where considered appropriate, to minimise the risk of loss from a decline in factors external to the stock selection.

MWLLP is responsible for the risk management of the Fund and the Sub-Trust as disclosed in the Prospectus. On a regular basis MWLLP's risk department in consultation with the Investment Manager will analyse the risk characteristics of the security, the return objective of the investment, the assessment by the portfolio manager of the downside risk and the impact of each position on the aggregated risk of the portfolio. This analysis is used to manage the size of each investment and the future construction of the portfolio, thereby allowing the risk of the portfolio to be maintained within a target volatility range set from time to time by MWLLP in consultation with the Investment Manager.

2. INVESTMENT MANAGER

Marshall Wace Asia Limited is the investment manager of the Fund and the Sub-Trust. Marshall Wace Asia Limited is a limited liability company established under the laws of Hong Kong on 28 March 2006. It is authorised and regulated by the Securities and Futures Commission of Hong Kong and registered with the United States Securities and Exchange Commission as an investment adviser under the US Investment Advisers Act of 1940, as amended.

3. KEY INFORMATION FOR SUBSCRIBING AND REDEEMING

Shares Available

A Euro Shares

A Yen Shares

A USD Shares

A USD Non-Voting Shares (together the "A Shares")

C1 Euro Shares

C1 Yen Shares

C1 USD Shares (together the "C1 Shares")

C2 Euro Shares

C2 Yen Shares

C2 USD Shares (together the "C2 Shares" and together with the C1 Shares, the "C Shares")

The Fund does not intend to participate in New Issues, as defined in Financial Industry Regulatory Authority, Inc. ("FINRA") Rule 5130. A Shares, C1 Shares and C2 Shares will therefore be issued to investors regardless of whether they are (or deemed to be) Restricted Persons or Rule 5131 Restricted Persons as described in the Prospectus under the heading "Subscriptions".

Non-Voting Shares

The A USD Non-Voting Shares ("Non-Voting Shares") do not carry voting rights. The Non-Voting Shares carry no right to notice of, attend or vote at general meetings of the Company or the Fund. Any Shareholder of Non-Voting Shares shall have the right to switch their holding to Shares which do carry such a right to notice of, attend or vote at such meetings, without incurring any fee or charge on such exchange.

C Shares

C Shares may only be issued by the Fund to (i) the Investment Manager or any of its partners or employees; or partners or employees of entities that control or are controlled by the Investment Manager, (ii) any person connected with any such person (including, without limitation, a trustee of a trust established by or for such a person), (iii) any company, partnership or other person or entity that controls or is controlled by any such persons, (iv) any nominee of any of the foregoing, (v) the Directors or (vi) an investor approved by the Investment Manager. The Directors shall determine, in their sole discretion, a person's eligibility to subscribe for C Shares. C Shares differ from the other Shares in that lower or no fees may be payable by the Fund to the Investment Manager in respect of the assets attributable to C Shares.

Initial Issue Price

€100 per Share for Euro Shares, ¥10,000 per Share for Yen Shares or \$100 per Share for US\$ Shares, as the case may be, with respect to Shares of a Class for which no Shares have yet been issued.

Base Currency

USD

Initial Offer Period

For Shares of a Class which have not yet been issued, the Initial Offer Period runs from 9:00a.m. (Irish time) on 24 December 2011 to 5:00p.m. (Irish time) on 31 December 2011 or, if later, the date within 6 months of the date of this Supplement on which the first application form for the such Class is received or such other dates and/or times as the Directors may from time to time determine and notify to the Central Bank.

Business Day

Any day on which commercial banks are open for business in London and Dublin, or such other day or days as the Directors may, with the consent of the Depositary, determine.

Dealing Day

The Dealing Days for the Fund will be the first Business Day of each month and/or such other Business Days' as the Directors may determine and notify in advance to Shareholders, provided there shall be at least one Dealing Day per calendar quarter.

After the relevant Initial Offer Period (if applicable), each Class will be continuously open for subscriptions at each Dealing Day.

Dealing Deadline

In relation to applications for subscription of Shares, 5:00 p.m. (Irish time) two Business Days prior to the relevant Dealing Day although the Directors may agree to waive the notice period at their discretion provided such applications are received before the Valuation Point for the relevant Dealing Day.

In relation to applications for redemption of Shares, 2:00 p.m. (Irish time) on the Business Day thirty (30) calendar days prior to the relevant Dealing Day although the Directors may agree to waive the notice period at their discretion provided such applications are received before the Valuation Point for the relevant Dealing Day.

Valuation Point

The point in time by reference to which the Net Asset Value of the Fund is calculated which, unless otherwise specified by the Directors (and notified in advance to Shareholders) with the approval of the Depositary, shall be 11.59 p.m. (Irish time) on the Business Day immediately preceding each Dealing Day and/or such other points in time as the Directors may determine and notify in advance to Shareholders.

Minimum Initial Investment Amount

EUR100,000 or its equivalent in the relevant currency or such greater or lesser amounts as the Directors may, in their sole discretion, decide provided the minimum initial investment amount in the Company as a whole is not less than EUR100,000.

Minimum Additional Investment Amount

None.

Minimum Holding

None.

Subscription Settlement Date

The Subscription Settlement Date shall be the Dealing Deadline with respect to subscriptions.

Redemption Settlement Date

The Redemption Settlement Date shall be ten Business Days following the relevant Dealing Day.

Fees

Investment Management Fee

A Shares

The Investment Manager is entitled to receive from the Fund a monthly Investment Management Fee equal to 1/12 of 2 per cent (or a *pro rata* proportion thereof) of the Net Asset Value of the Fund payable *pro rata* out of the assets attributable to the A Shares (before deduction of that month's Investment Management Fee and before deduction of any accrued Performance Fees) as at each Valuation Point.

C Shares

The Investment Manager is also entitled to receive from the Fund a monthly Investment Management Fee of 1/12 of 0.6 per cent (or a *pro rata* proportion thereof) of the Net Asset Value of the Fund payable *pro rata* out of the assets attributable to the C1 Shares (before deduction of that month's Investment Management Fee and before making any deductions for any accrued Performance Fees) as at each Valuation Point. No investment management fee shall be payable by the Fund to the Investment Manager in respect of the assets attributable to C2 Shares.

The Investment Management Fee will be calculated as at each Valuation Point and shall become due and payable *pro rata* out of the assets attributable to each Class of Shares upon the final determination by the Administrator of the Net Asset Value as at the relevant Valuation Point, such determination not to be later than 14 calendar days following the relevant Valuation Point.

Performance Fee

The Investment Manager is also entitled to receive a Performance Fee from the Fund calculated on a share-by-share basis so that each Share is charged a Performance Fee which equates precisely with that Share's performance. This method of calculation ensures that (i) any Performance Fee paid to the Investment Manager is charged only to those Shares which have appreciated in value, (ii) all holders of Shares of the same Class have the same amount of capital per Share at risk in the Fund, and (iii) all Shares of the same Class have the same Net Asset Value per Share.

The Performance Fee in respect of each Share will be calculated in respect of each period of twelve months ending on 30 September in each year (a "Calculation Period"). The first Calculation Period for each Class will commence on the Business Day immediately following the close of the Initial Offer Period for such Class and will end on the next following 30 September. The Performance Fee will be deemed to accrue on a monthly basis as at each Valuation Point.

For each Calculation Period, the Performance Fee in respect of (i) each A Share will be equal to 20 per cent of the appreciation in the Net Asset Value per Share of the relevant Class during that Calculation Period above the Base Net Asset Value per Share (as defined below) of the relevant Class; and (ii) each C1 Share will be equal to 10 per cent of the appreciation in the Net Asset Value per Share of that Class during that Calculation Period above the Base Net Asset Value per Share of that Class. No performance fee will be payable in respect of the C2 Shares. The Base Net Asset Value per Share is the greater of the Net Asset Value per Share of the relevant Class at the time of issue of that Share and the highest Net Asset Value per Share of that Class achieved as at the end of any previous Calculation Period (if any) during which such Share was in issue. Shares which are acquired through transfer will be treated as if they were issued on the date of acquisition at the relevant Subscription Price for these purposes. The Performance Fee in respect of each Calculation Period will be calculated by reference to the Net Asset Value before deduction for any accrued Performance Fee.

The Performance Fee shall become due and payable upon the final determination by the Administrator of the Net Asset Value per Share as at the end of the relevant Calculation Period,

such determination not to be later than 14 calendar days following the end of the relevant Calculation Period. However, in the case of Shares redeemed during a Calculation Period, the accrued Performance Fee in respect of those Shares will become due and payable upon the final determination by the Administrator of the Net Asset Value per Share as at the date of such redemption, such determination not to be later than 14 calendar days following the date of redemption. Unless specifically requested otherwise by the Shareholder, in the event of a partial redemption, Shares will be treated as redeemed on a first in, first out basis.

The Investment Manager may from time to time and in its sole discretion and out of its own resources decide to rebate to some or all Shareholders (or their agents including the Directors) or to intermediaries, part or all of the Investment Management Fee and/or Performance Fee. Any such rebates may be applied in paying up additional Shares to be issued to the Shareholder.

Where a Shareholder has redeemed shares from a fund managed by the Investment Manager which operates a similar strategy to the Fund (the "Original Shares"), which, on the date of redemption, were carrying forward a loss (as reasonably determined by the Investment Manager), and has subscribed for equivalent shares in the Fund, such Shareholder shall not be charged a performance fee until such time that the loss that was carried forward on the Original Holding has been eliminated.

If the Investment Management Agreement is terminated before 30 September in any year the Performance Fee in respect of the then current Calculation Period will be calculated and paid as though the date of termination were the end of the relevant period.

The calculation of the Performance Fee will be verified by the Depositary.

Adjustments

If an investor subscribes for Shares at a time when the Net Asset Value per Share of that Class is other than the Peak Net Asset Value per Share (as defined below) of the relevant Class, certain adjustments will be made to reduce inequities that could otherwise result to the subscriber or to the Investment Manager. The "Peak Net Asset Value per Share" is the greater of (i) the Initial Issue Price of the relevant Class (as described on page 7), and (ii) the highest Net Asset Value per Share of the relevant Class in effect immediately after 30 September in any year (being the end of a Calculation Period) in respect of which a Performance Fee (other than a Performance Fee Redemption, as defined below) was charged. For these purposes Shares acquired by transfer will be treated as if they were redeemed (by the transferor) and subscribed for (by the transferee) on the date of the transfer at the relevant Subscription Price.

- (A) If Shares are subscribed for at a time when the Net Asset Value per Share is less than the Peak Net Asset Value per Share of the relevant Class, the investor will be required to pay a Performance Fee with respect to any subsequent appreciation in the value of those Shares. With respect to any appreciation in the value of those Shares from the Net Asset Value per Share at the date of subscription up to the Peak Net Asset Value per Share, the Performance Fee will be charged at the end of each Calculation Period by redeeming such number of the investor's Shares of the relevant Class as have an aggregate Net Asset Value (after accrual for any Performance Fee) equal to (i) 20 per cent (in the case of A Shares) or (ii) 10 per cent (in the case of C1 Shares) of any such appreciation (a "Performance Fee Redemption"). An amount equal to the aggregate Net Asset Value of the Shares so redeemed will be paid to the Investment Manager as a Performance Fee. The Fund will not be required to pay to the investor the redemption proceeds of the relevant Shares. Performance Fee Redemptions are employed to ensure that the Fund maintains a uniform Net Asset Value per Share of each Class. As regards the investor's

remaining Shares of that Class, any appreciation in the Net Asset Value per Share of those Shares above the Peak Net Asset Value per Share of that Class will be charged a Performance Fee in the normal manner described above.

- (B) If Shares are subscribed for at a time when the Net Asset Value per Share is greater than the Peak Net Asset Value per Share of the relevant Class, the investor will be required to pay an amount in excess of the then current Net Asset Value per Share of that Class equal to (i) 20 per cent (in the case of A Shares) or (ii) 10 per cent (in the case of C1 Shares) of the difference between the then current Net Asset Value per Share of that Class (before accrual for the Performance Fee) and the Peak Net Asset Value per Share of that Class (an "Equalisation Credit"). At the date of subscription the Equalisation Credit will equal the Performance Fee per Share accrued with respect to the other Shares of the same Class in the Fund (the "Maximum Equalisation Credit"). The Equalisation Credit is payable to account for the fact that the Net Asset Value per Share of that Class has been reduced to reflect an accrued Performance Fee to be borne by existing Shareholders of the same Class and serves as a credit against Performance Fees that might otherwise be payable by the Fund but that should not, in equity, be charged against the Shareholder making the subscription because, as to such Shares, no favourable performance has yet occurred. The Equalisation Credit ensures that all holders of Shares of the same Class have the same amount of capital at risk per Share.

The additional amount invested as the Equalisation Credit will be at risk in the Fund and will therefore appreciate or depreciate based on the performance of the relevant Class subsequent to the issue of the relevant Shares but will never exceed the Maximum Equalisation Credit. In the event of a decline as at any Valuation Point in the Net Asset Value per Share of those Shares, the Equalisation Credit will also be reduced by an amount equal to (i) 20 per cent (in the case of A Shares) or (ii) 10 per cent (in the case of C1 Shares) of the difference between the Net Asset Value per Share (before accrual for the Performance Fee) at the date of issue and as at that Valuation Point. Any subsequent appreciation in the Net Asset Value per Share of the relevant Class will result in the recapture of any reduction in the Equalisation Credit but only to the extent of the previously reduced Equalisation Credit up to the Maximum Equalisation Credit.

At the end of each Calculation Period, if the Net Asset Value per Share (before accrual for the Performance Fee) exceeds the prior Peak Net Asset Value per Share of the relevant Class, that portion of the Equalisation Credit equal to (i) 20 per cent (in the case of A Shares) or (ii) 10 per cent (in the case of C1 Shares) of the excess, multiplied by the number of Shares of that Class subscribed for by the Shareholder, will be applied to subscribe for additional Shares of that Class for the Shareholder. Additional Shares of that Class will continue to be so subscribed for at the end of each Calculation Period until the Equalisation Credit, as it may have appreciated or depreciated in the Fund after the original subscription for Shares of that Class was made, has been fully applied. If the Shareholder redeems its Shares of that Class before the Equalisation Credit (as adjusted for depreciation and appreciation as described above) has been fully applied, the Shareholder will receive additional redemption proceeds equal to the Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Shares of that Class being redeemed and the denominator of which is the number of Shares of that Class held by the Shareholder immediately prior to the redemption in respect of which an Equalisation Credit was paid on subscription.

4. MISCELLANEOUS

Since the Fund's establishment no dividends have been paid.

A list of the other sub-funds of the Company is available upon request.

The Shares will not be admitted to the Official List of the Irish Stock Exchange.