

The Directors of the ICAV whose names appear under the heading “Management and Administration” in this Prospectus, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of the information.

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# **Heptagon Fund ICAV**

(an open-ended umbrella type Irish Collective Asset-management Vehicle registered in Ireland with registration number C67289 established as an umbrella fund with segregated liability between its sub-funds and authorised pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (as amended) and the Central Bank (Supervision and Enforcement) Act 2016 (Section 48(1) (Undertakings for Collective Investments in Transferable Securities) Regulations 2019)).

## **PROSPECTUS**

**Investment Manager**

**Heptagon Capital Limited**

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Dated 1 December 2022

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## IMPORTANT INFORMATION

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Capitalised words and expressions are defined in the body of this Prospectus and/or under “Definitions” below.

### THIS PROSPECTUS

**If you are in any doubt about the contents of this Prospectus, the risks involved in investing in the ICAV or the suitability of you investing you should consult a stockbroker or other financial adviser. Shares are offered on the basis of the information contained in this Prospectus and the documents referred to herein. Prices for Shares may fall as well as rise. Investors should also be aware that the difference at any one time between the subscription and redemption prices of the Shares means that an investment in any Fund should be viewed as medium to long term.**

This Prospectus and any Supplements may be translated into other languages and such translation shall contain only the same information and have the same meaning as the English language Prospectus and Supplements. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in any translation, the English language Prospectus/Supplements shall prevail and all disputes as to the terms thereof shall be governed by and construed in accordance with the laws of Ireland.

### THE ICAV

This Prospectus describes Heptagon Fund ICAV (the “ICAV”), an open-ended umbrella type Irish Collective Asset-management Vehicle registered in Ireland established as an umbrella fund with segregated liability between its funds authorised by the Central Bank as an undertaking for collective investment in transferable securities pursuant to the UCITS Regulations.

The ICAV is constituted as an umbrella fund insofar as the share capital of the ICAV will be divided into different series of Shares with each series of Shares representing a separate portfolio of assets which will comprise a separate sub-fund (a “Fund”) of the ICAV. Shares of any particular Fund may be divided into different classes of Shares (“Classes”) to accommodate differing characteristics attributable to each such different class of Shares.

The ICAV was originally authorised in Ireland by the Central Bank, as an investment company pursuant to Part XIII of the Companies Act 1990 on 19 December 2007, to market solely to “Professional Investors”. The Directors of the ICAV subsequently applied for revocation of this authorisation to coincide with the authorisation of the ICAV as a UCITS and as at the date hereof, the ICAV is authorised and regulated in Ireland by the Central Bank as a UCITS pursuant to the UCITS Regulations.

Each Fund will be treated as bearing its own liabilities and the ICAV is not liable as a whole to third parties provided, however, that if the Directors are of the opinion that a particular liability does not relate to any particular Fund or Funds, that liability shall be borne jointly by all Funds pro rata to their respective Net Asset Values at the time when the allocation is made.

This Prospectus may only be issued with one or more Supplements, each containing information relating to a separate Fund. Details relating to Classes may be dealt with in the relevant Fund Supplement or in separate Supplements for each Class. Each Supplement shall form part of, and should be read in conjunction with, this Prospectus. To the extent that there is any inconsistency between this Prospectus and any Supplement, the relevant Supplement shall prevail.

**The ICAV is authorised and regulated in Ireland by the Central Bank as a UCITS pursuant to the UCITS Regulations. Authorisation of the ICAV by the Central Bank is not an endorsement**

or guarantee of the ICAV by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus.

**The Central Bank shall not be liable by virtue of its authorisation of the ICAV or by reason of its exercise of the functions conferred on it by the legislation in relation to the ICAV for any default of the ICAV. Authorisation of the ICAV by the Central Bank shall not constitute a warranty as to the performance of the ICAV and shall not be liable for the performance or default of the ICAV.**

As of the date of this Prospectus, the ICAV 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 acceptance (other than normal trade bills) or acceptance credits, obligations under finance leases, hire purchase commitments, guarantees or other contingent liabilities.

Distribution of this Prospectus is not authorised in any jurisdiction unless accompanied by a copy of such semi-annual report and thereafter unless accompanied by a copy of the latest annual or semi-annual report. Such reports and this Prospectus and the Supplements together form the Prospectus for the issue of Shares. All holders of Shares are entitled to the benefit of, are bound by and are deemed to have notice of the Instrument, copies of which are available as mentioned herein.

## **DISTRIBUTION AND SELLING RESTRICTIONS**

The distribution of this Prospectus and the offering or purchase of the Shares may be restricted in certain jurisdictions. This Prospectus does not constitute an offer or solicitation in a jurisdiction where to do so is unlawful or the person making the offer or solicitation is not qualified or authorised to do so or a person receiving the offer or solicitation may not lawfully do so. No persons receiving a copy of this Prospectus or any accompanying application form in any jurisdiction may treat this Prospectus or such form as constituting an invitation to them to subscribe for Shares, nor should they in any event apply for the purchase of Shares unless in the relevant jurisdiction such an invitation could lawfully be made to them and accepted by them without compliance with any registration or other legal requirements. It is the responsibility of any person in possession of this Prospectus and of any person wishing to apply for Shares to inform themselves of and to observe all applicable laws and regulations of the countries of their nationality, residence, ordinary residence or domicile.

Under the Instrument, the Directors have the power to redeem or require the transfer of Shares held by or for the account of any person in breach of the laws or requirements of any country or government authority or by any person or persons in circumstances where the holding of such Shares may, in the opinion of the Directors, result in regulatory, pecuniary, legal, taxation or material administrative disadvantage for the ICAV or the relevant Fund or its Shareholders as a whole or to maintain such minimum holding of Shares as shall be prescribed from time to time to Directors.

Potential subscribers for Shares should inform themselves as to (a) the possible income tax and other taxation consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they might encounter under the laws of their respective countries of nationality, citizenship, residence, ordinary residence or domicile and which might be relevant to the subscription, holding or disposal of Shares.

### ***Australia***

This Prospectus does not comply with Australian prospectus requirements and must not be provided to or relied upon by retail clients in Australia.

The Prospectus is not an offer to issue Shares to persons in Australia. A person in Australia who wishes to acquire Shares must:

- Demonstrate to the ICAV's satisfaction that they are a wholesale client within the meaning of the Corporations Act 2001 (Cth) (the "Corporations Act"); and
- Request an application form to apply for Shares.

Heptagon Capital Limited (Heptagon Capital) promotes the ICAV in Australia.

Heptagon Capital is authorised and regulated in the UK by the Financial Conduct Authority (the “FCA”) under UK laws, which differ from Australian laws.

Heptagon Capital is exempt from the requirement to hold an Australian financial services licence under the Corporations Act when providing financial services to wholesale Australian clients. The ICAV cannot provide financial services to retail clients in Australia.

This Prospectus is intended for the person to whom it is addressed or has been given by Heptagon Capital. It should not be relied upon by any other person.

### ***United Kingdom***

The ICAV is a recognised collective investment scheme within the meaning of Section 264 of the UK Financial Services and Markets Act 2000 (“FSMA”) and Shares in the ICAV may be promoted to the UK public by persons authorised to carry on investment business in the UK. This Prospectus constitutes a financial promotion under Section 21 of FSMA, and has been approved by Heptagon Capital LLP. Heptagon Capital LLP is authorised and regulated by the FCA and is subject to the rules of the FCA.

The ICAV does not carry on investment business in the UK, so as to require the conduct of its business to be regulated under FSMA. Shareholders will therefore not benefit from the protections provided by the UK regulatory system. Compensation under the Financial Services Compensation Scheme will generally not be available to UK investors. A UK investor who enters into an investment agreement with the ICAV to acquire Shares in response to the Prospectus will not have the right to cancel the agreement under the cancellation rules made by the FCA. The agreement will be binding upon acceptance of the order by the ICAV.

Heptagon Capital LLP (the “Facilities Agent”) has been appointed to act as the facilities agent for the ICAV in the UK and it has agreed to provide certain facilities at its office at 63 Brook Street, London, W1K 4HS, England, in respect of the ICAV. The Facilities Agent shall receive such fee as may be determined from time to time between the ICAV and the Facilities Agent, which fees will be at normal commercial rates.

The following documents of the ICAV, in the English language, can be inspected free of charge and copies of them obtained (free of charge, in the case of the document at (b) and (c), and otherwise at no more than a reasonable charge) from the offices of the Facilities Agent:

- (a) the instrument of incorporation of the ICAV and any amendments thereto;
- (b) the prospectus most recently issued by the ICAV together with any supplements;
- (c) the key investor information document most recently issued by the ICAV;
- (d) the most recently published annual and half yearly reports relating to the ICAV.

The Net Asset Value per Share shall also be available from the Facilities Agent.

Complaints about the operation of the ICAV may be submitted to the ICAV directly or through the Facilities Agent to the following address:

Heptagon Capital LLP  
63 Brook Street  
London  
W1K 4HS

## **United States**

The Shares offered hereby have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “1933 Act”), or any United States securities laws, or approved by the United States Securities and Exchange Commission (the “SEC”) or any state securities agency, and, unless so registered, may not be offered or sold to persons in the United States, or to or for the account or benefit of U.S. Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and applicable United States securities laws. As a result, restrictions may apply to re-sales of the Shares. In addition, neither the ICAV nor any Fund will be registered under the Investment Company Act of 1940, as amended (the “1940 Act”), and investors will not be entitled to the benefits of such registration. Pursuant to an exemption from registration, the ICAV may make a private placement of the Shares to a limited category of U.S. Persons. Also, the Investment Manager will not be registered under the United States Investment Advisers Act of 1940, as amended.

The ICAV is exempt from registration as a commodity pool operator with the United States Commodity Futures Trading Commission (“CFTC”) under the Commodity Exchange Act, as amended (the “CEA”), and the related regulations because it is located outside of the United States, its commodity interest transactions are only made on behalf of persons located outside the United States, and any commodity interest transactions are submitted for clearing through a registered futures commission merchant.

## **RELIANCE ON THIS PROSPECTUS**

Shares in the ICAV are offered only on the basis of the information contained in this Prospectus and any Supplement, the latest audited annual accounts and any subsequent semi-annual report of the ICAV. Any further information or representations given or made by any dealer, broker or other person should be disregarded and, accordingly, should not be relied upon. No person has been authorised to give any information or to make any representation in connection with the ICAV other than those contained in this Prospectus and in any Supplements, in any subsequent semi-annual or annual report for the ICAV and, if given or made, such information or representations must not be relied on as having been authorised by the ICAV, the Directors, the Investment Manager, the Manager, the Administrator or the Depositary. Statements in this Prospectus and any Supplement are based on the law and practice currently in force in Ireland at the date hereof and are subject to change. Neither the delivery of this Prospectus nor the issue of Shares shall, under any circumstances, create any implication or constitute any representation that the information contained in this Prospectus and any Supplement is correct as of any time subsequent to the date hereof or that the affairs of the ICAV have not changed since the date hereof.

The Prospectus and any Supplement may be translated into other languages. To the extent that there is any inconsistency between the English language Prospectus/Supplement and the Prospectus/Supplement in another language, the English language Prospectus/Supplement will prevail.

## **REDEMPTION CHARGE**

**The Directors may levy a redemption charge of up to 3% of the Net Asset Value of any Shares being redeemed. Details of any such charge with respect to any Fund will be set out in the relevant Supplement. Where a redemption fee is charged, investors should view an investment in the relevant Fund as medium to long term.**

## **INVESTMENT RISKS**

Investment in the ICAV carries with it a degree of risk. The value of Shares and the income from them may go down as well as up and investors may not get back the amount invested. Investment risk factors are set out under the section headed “Risk Factors” and investors should read and consider this section before investing in the ICAV.

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## DIRECTORY

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**Heptagon Fund ICAV**

3<sup>rd</sup> Floor  
Waterways House  
Grand Canal Quay  
Dublin 2  
Ireland

**Directors:**

Robert Rosenberg  
Fionán Breathnach  
Michael Boyce

**Investment Manager and Distributor:**

Heptagon Capital Limited  
171, Old Bakery Street  
Valletta  
Malta  
VLT1455

**Administrator:**

Brown Brothers Harriman  
Fund Administration Services  
(Ireland) Limited  
30 Herbert Street  
Dublin 2  
Ireland

**Auditors:**

Grant Thornton  
24-26 City Quay  
Dublin 2  
Ireland

**Manager**

Carne Global Fund Managers (Ireland) Limited  
2<sup>nd</sup> Floor, Block E,  
Iveagh Court  
Harcourt Road  
Dublin 2  
Ireland

**Secretary and Registered Office:**

Simmons & Simmons Corporate Services Limited  
3<sup>rd</sup> Floor  
Waterways House  
Grand Canal Quay  
Dublin 2  
Ireland

**Depositary:**

Brown Brothers Harriman  
Trustee Services (Ireland) Limited  
30 Herbert Street  
Dublin 2  
Ireland

**Legal Advisers as to matters of Irish law:**

Simmons & Simmons  
3<sup>rd</sup> Floor  
Waterways House  
Grand Canal Quay  
Dublin 2  
Ireland

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## DEFINITIONS

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In this Prospectus, the following words and phrases have the meanings set forth below, except where the context otherwise requires:

“Accounting Date”	means 30 September in each year;
“Accounting Period”	means a period ending on the Accounting Date and commencing, in the case of the first such period on the date of incorporation of the ICAV and, in subsequent such periods, on the day following expiry of the last Accounting Period;
“Act”	means the Companies Act 2014, as amended;
Administrator”	means Brown Brothers Harriman Fund Administration Services (Ireland) Limited or such other person as may be appointed in accordance with the requirements of the Central Bank, to provide administration services to the ICAV;
“Administration Agreement”	means the amended and restated Administration Agreement made between the ICAV, the Manager and the Administrator as amended, restated, supplemented or novated from time to time;
“Application Form”	means the application form as prescribed by the ICAV from time to time, to be completed by subscribers for Shares;
“Auditors”	means Grant Thornton, or such other firm of chartered accountants as may from time to time be appointed as auditors to the ICAV;
“Base Currency”	means, in relation to any Class of Shares or any Fund, such currency as specified in the relevant Supplement relating to that Class or Fund;
“Business Day”	means, in relation to a Fund, such day or days as specified in the relevant Supplement for that Fund;
“Class”	means a particular division of Shares in a Fund;
“Central Bank”	means the Central Bank of Ireland;
“Central Bank UCITS Regulations”	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1) (Undertakings for Collective Investment in Transferable Securities)) Regulations 2019 as may be amended, updated or supplemented from time to time;
“Dealing Day”	means, in relation to a Fund, such day or days as shall be specified in the relevant Supplement for that Fund;
“Dealing Deadline”	means, in relation to a Fund, such time on any Dealing Day as shall be specified in the relevant Supplement for the Fund;



“Depositary”	means Brown Brothers Harriman Trustee Services (Ireland) Limited or such other person as may be appointed in accordance with the requirements of the Central Bank, to act as Depositary to the ICAV;
“Depositary Agreement”	means the Amended and Restated Depositary Agreement made between the ICAV, the Manager and the Depositary as may be amended, restated, supplemented or novated from time to time;
“Directors”	means the directors of the ICAV for the time being and any duly authorised committee thereof;
“Distributor”	means Heptagon Capital Limited or such other persons as may be appointed in accordance with the requirements of the Central Bank, to provide distribution services to the ICAV;
“EEA”	means European Economic Area;
“Exempt Irish Investor”	means: <ul style="list-style-type: none"> <li>(a) a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies;</li> <li>(b) a company carrying on life business within the meaning of Section 706 of the Taxes Act;</li> <li>(c) an investment undertaking within the meaning of Section 739B(1) of the Taxes Act;</li> <li>(d) an investment limited partnership within the meaning of Section 739J of the Taxes Act;</li> <li>(e) a special investment scheme within the meaning of Section 737 of the Taxes Act;</li> <li>(f) a unit trust to which Section 731(5)(a) of the Taxes Act applies;</li> <li>(g) a charity being a person referred to in Section 739D(6)(f)(i) of the Taxes Act;</li> <li>(h) a qualifying management company within the meaning of Section 734(1) of the Taxes Act;</li> <li>(i) a qualifying fund manager within the meaning of Section 784A(1)(a) of the Taxes Act where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;</li> <li>(j) a qualifying savings manager within the meaning of Section 848B of the Taxes Act in respect of Shares which are assets of a special savings incentive account within the meaning of Section 848C of the Taxes Act;</li> </ul>

- (k) a personal retirement savings account (“PRSA”) administrator acting on behalf of a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the Taxes Act and the Shares are assets of a PRSA;
- (l) a credit union within the meaning of Section 2 of the Credit Union Act, 1997;
- (m) the National Asset Management Agency;
- (n) the National Treasury Management Agency or a Fund investment vehicle;
- (o) the Motor Insurers’ Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurers Insolvency Compensation Fund;
- (p) a company within the charge to corporation tax within Section 110(2) of the Taxes Act in respect of payments made to it by the ICAV;
- (q) an Intermediary acting on behalf of Shareholders listed above;
- (r) any other Irish Resident or persons who are Ordinarily Resident in Ireland who may be permitted to own Shares under taxation legislation or by written practice or concession of the Revenue Commissioners without giving rise to a charge to tax in the ICAV or jeopardising tax exemptions associated with the ICAV giving rise to a charge to tax in the ICAV,

provided that they have correctly completed the Relevant Declaration;

“FATCA” means Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), the final U.S. Federal Income Tax Regulations (the “Treasury Regulations”) promulgated thereunder, and U.S. Internal Revenue Service (“IRS”) administrative guidance and any intergovernmental agreements implementing the foregoing (commonly referred to as the “Foreign Account Tax Compliance Act”);

“FCA” means the Financial Conduct Authority of the United Kingdom and/or any successor body carrying out all or any part of the relevant functions thereof;

“Foreign Person” means a person who is neither Irish Resident nor Ordinarily Resident in Ireland (or an Intermediary acting on behalf of such persons), who has provided the ICAV with a Relevant Declaration and in respect of whom the ICAV is not in possession of any information that would reasonably suggest that the Relevant Declaration is incorrect or has at any time been incorrect;

“Fund”	means a sub-fund of the ICAV established by the Directors from time to time with the prior approval of the Central Bank representing the designation by the Directors of a particular class of Shares as a sub-fund the proceeds of issue of which are pooled separately and invested in accordance with the investment objective and policies applicable to such sub-fund;
“ICAV”	means Heptagon Fund ICAV;
“ICAV Act”	means the Irish Collective Asset-management Vehicles Act 2015 as may be amended, revised or supplemented from time to time;
“Initial Price”	means the initial price payable for a Share as specified in the relevant Supplement for each Fund;
“Instrument”	means the Instrument of Incorporation of the ICAV as amended from time to time;
“Intermediary”	means a person who: <ul style="list-style-type: none"> <li>(a) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or</li> <li>(b) holds Shares in an investment undertaking on behalf of other persons;</li> </ul>
“Investment Manager”	means Heptagon Capital Limited;
“Investment Management Agreement”	means the Amended and Restated Investment Management and Distribution Agreement made between the ICAV, the Manager, and the Investment Manager as may be further amended, restated, supplemented or novated from time to time;
“Ireland”	means the Republic of Ireland;
“Irish Collective Asset-management Vehicle”	means a collective asset management vehicle established and registered in accordance with the terms of the ICAV Act;
“Irish Resident”	means: <ul style="list-style-type: none"> <li>(a) in the case of an individual, an individual who is resident in Ireland for tax purposes;</li> <li>(b) in the case of a trust, a trust that is resident in Ireland for tax purposes;</li> <li>(c) in the case of a company, a company that is resident in Ireland for tax purposes.</li> </ul> <p>An individual will be regarded as being resident in Ireland for a twelve month tax year if s/he:</p>

- (i) spends 183 days or more in the State in that twelve month 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 twelve month tax year together with the number of days spent in the State in the preceding year.

Presence in a twelve month tax year by an individual of not more than 30 days in the State will not be reckoned for the purposes of applying the two year test. Presence in the State for a day means the personal presence of an individual at any time during that day.

A company which has its central management and control in Ireland (the "State") is resident in the State irrespective of where it is incorporated. 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. The incorporation rule for determining the tax residence of a company incorporated in the State applies 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.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and declarants are referred to the specific legislative provisions which are contained in Section 23A of the Taxes Act.

A trust will generally be Irish resident where the trustee is resident in Ireland or a majority of the trustees (if more than one) are resident in Ireland;

"Management Agreement"	means the management agreement between the ICAV and the Manager as may be amended, restated, supplemented or novated from time to time;
"Manager"	means Carne Global Fund Managers (Ireland) Limited or such other person as may be appointed in accordance with the requirements of the Central Bank, to provide management services to the ICAV;
"Member"	means a Shareholder or a person who is registered as the holder of one or more non-participating Shares in the ICAV;
"Member State"	means a member state of the European Union;
"Minimum Holding"	in respect of each Fund or Class, means the minimum number or value of Shares which must be held by Shareholders as may be specified in the relevant Fund or Class Supplement;
"Minimum Subscription"	in respect of each Fund or Class, means the minimum subscription for Shares as may be specified in the relevant Fund or Class Supplement;

“Money Market Instruments”	means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time;
“Net Asset Value” and “Net Assets”	means the Net Asset Value of the Fund or attributable to a Class “Net Assets” (as appropriate) calculated as referred to herein;
“Net Asset Value per Share”	means the Net Asset Value of a Fund divided by the number of Shares in issue of that Fund; or the Net Asset Value attributable to a Class divided by the number of Shares issued in that Class rounded to such number of decimal places as the Directors may determine;
“OECD”	means Organisation for Economic Co-operation and Development and the member states of the Organisation for Economic Co-operation and Development;
“Ordinarily Resident in Ireland”	<p>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:</p> <p>(a) in the case of an individual, means an individual who is ordinarily resident in Ireland for tax purposes.</p> <p>(b) in the case of a trust, means a trust that is ordinarily resident in Ireland for tax purposes.</p> <p>An individual will be regarded as ordinarily resident for a particular tax year if he/she has been Irish Resident for the three previous consecutive tax years (i.e. he/she becomes ordinarily resident with effect from the commencement of the fourth tax year). An individual will remain ordinarily resident in Ireland until he/she has been non-Irish Resident for three consecutive tax years. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2017 to 31 December 2017 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year 1 January 2020 to 31 December 2020.</p> <p>The concept of a trust’s ordinary residence is somewhat obscure and linked to its tax residence;</p>
“Prospectus”	means the prospectus of the ICAV and any Supplements and addenda thereto issued in accordance with the requirements of the Central Bank;
“Recognised Market”	means any stock exchange or market set out in Appendix II;
“Relevant Declaration”	means the declaration relevant to the Shareholder as set out in Schedule 2B of the Taxes Act. The Relevant Declaration for investors who are neither Irish Resident nor Ordinarily Resident in Ireland (or Intermediaries acting for such investors) is set out in the Application Form;
“Relevant Period”	means a period of eight years beginning with the acquisition of a Share by a Shareholder and each subsequent period of eight years

beginning immediately after the preceding relevant period;

“SFDR”	means Regulation (EU) 2019/2088 of the European Parliament and of the European Council of 27 November 2019 on sustainability-related disclosures in the financial services sector as may be further amended, consolidated or substituted from time to time;
“SEC”	means the Securities and Exchange Commission of the United States;
“Share”	means a participating share or, save as otherwise provided in this Prospectus, a fraction of a participating share in the capital of the ICAV;
“Shareholder”	means a person who is registered as the holder of Shares in the Register of Shareholders for the time being kept by or on behalf of the ICAV;
“Supplement”	means a supplement to this Prospectus setting out information specific to a Fund and/or Classes;
“Taxable Irish Person”	means any person other than:  (a) a Foreign Person; or  (b) an Exempt Irish Investor;
“Taxes Act”	means the Taxes Consolidation Act, 1997 (of Ireland) as amended;
“Taxonomy”	means the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment as may be further amended, consolidated or substituted from time to time;
“UCITS”	means an Undertaking for Collective Investment in Transferable Securities established pursuant to EC Council Directive 85/611/EEC of 20 <sup>th</sup> December 1985 as amended, consolidated or substituted from time to time;
“UCITS Regulations”	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) (as may be amended, consolidated or substituted from time to time) and any regulations or notices issued by the Central Bank pursuant thereto for the time being in force;
“UK”	means the United Kingdom of Great Britain and Northern Ireland;
“United States”	means the United States of America (including the States and the District of Columbia) its territories, possessions and all other areas subject to its jurisdiction;
“U.S. Person”	means a U.S. Person as defined in Regulation S under the 1933 Act, as described in Appendix I;

“Valuation Day”	means, in relation to a Fund, the Business Day on which the Net Asset Value will be calculated by the Administrator for each Dealing Day, as shall be specified in the relevant Supplement for each Fund;
“Valuation Point”	means such time as shall be specified in the relevant Supplement for each Fund;
“VAT”	means value added tax.

In this Prospectus, unless otherwise specified, all references to “billion” are to one thousand million, to “€” or “Euro” are to the currency introduced at the start of the third stage of the economic monetary union pursuant to the Treaty of Rome dated 25 March, 1957 (as amended) establishing the European Union, to “£” or “sterling” are to Pounds Sterling, and to “US Dollars”, “USD”, “US\$” or “cents” are to United States Dollars or cents.

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## THE ICAV

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The ICAV was registered in Ireland under the ICAV Act on 1 October 2021 as an open-ended umbrella type Irish Collective Asset-management Vehicle (registered number C67289). The ICAV is organised in the form of an umbrella fund with variable capital and segregated liability between its Funds. The ICAV has been authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations. The ICAV was established as a variable capital company on 11 November 2010 under Irish law but was converted to an Irish Collective Asset-management Vehicle by resolution of the Shareholders.

The ICAV is structured in the form of an umbrella fund consisting of different Funds comprising one or more Classes. The Shares of each Class will rank *pari passu* with each other in all respects provided that they may differ as to certain matters including, without limitation, currency denomination, hedging strategies, if any, applied to the currency of a particular Class, dividend policy, the level of fees and expenses to be charged, subscription or redemption procedures or the Minimum Subscription and Minimum Holding applicable. The Shares of each Class established in a Fund will be specified in the relevant Supplement.

### **The Funds**

The net proceeds from the issue of Shares in a Fund will be applied in the records and accounts of that Fund. The assets and liabilities and income and expenditure attributable thereto will also be applied to that Fund, subject to the provisions of the Instrument. The assets of each Fund will be separate from one another and will be invested separately in accordance with the investment objectives and policies of each Fund, all as set out in the relevant Supplement. A separate portfolio of assets is not maintained for each Class.

Additional Funds may be added by the Directors with the prior approval of the Central Bank. The name of each Fund, the terms and conditions of its initial offer/placing of Shares and details of any applicable fees and expenses shall be set out in the relevant Supplement to the Prospectus. Additional Classes may be added by the Directors with prior notification to and clearance in advance by the Central Bank. Classes may be established within a Fund which may be subject to different terms including, without limitation, higher/lower/no fees where applicable and information in relation to the fees applicable to other Classes within a Fund will be available on request from the Administrator. This Prospectus may only be issued with one or more Supplements, each containing information relating to a separate Fund and/or Class.

To invest in the ICAV is to purchase Shares in a Fund. It is each Fund which accumulates assets on behalf of its Shareholders from which distributions may be paid to Shareholders in that Fund. A Share in a Fund represents beneficial ownership in the assets of that particular Fund.

Each Fund will bear its own liabilities as may be determined at the discretion of the Directors, with the advice of the Investment Manager. The ICAV is not liable as a whole to third parties, provided, however, that if the Directors are of the opinion that a particular liability of the ICAV does not relate to any particular Fund, that liability shall be allocated between the relevant Funds proportionately to the Net Asset Value of each Fund.

The assets of each Fund will otherwise belong exclusively to that Fund, will be segregated from any other Funds, will not be used to discharge directly or indirectly the liabilities of or claims against any other Funds and will not be available for such purpose.



The Base Currency of each Fund is specified in the relevant Supplement.

### **Investment Objective and Policies**

The specific investment objective and policies of each Fund will be set out in the relevant Supplement and will be formulated by the Directors, in consultation with the Manager, at the time of creation of each Fund.

With the exception of permitted investments in unlisted instruments, investments will be made on Recognised Markets, as listed in Appendix II hereto. Subject to the requirements set out in paragraph 3 of Appendix III, a Fund may invest in the Shares of another Fund of the ICAV provided that investment is not made in the Shares of a Fund which itself holds shares in another Fund. Where a Fund invests in another Fund, the investing Fund may not charge an annual investment management fee in respect of the portion of its assets invested in the other Fund.

Pending investment of the proceeds of a placing or offer of Shares or where market or other factors so warrant, a Fund may, subject to the investment restrictions set out under the heading “Investment Restrictions and Borrowing Powers” below, hold ancillary liquid assets such as money market instruments and cash deposits denominated in such currency or currencies as the Directors may determine having consulted with the Investment Manager.

Each Fund is also generally permitted to use financial derivative instruments to manage more effectively the level of investment risk and to facilitate efficient investment and management of cash and liquidity, as set out in more detail under “Use of Financial Derivative Instruments” below.

The investments of each Fund shall at all times comply with the restrictions set out in Appendix III and investors should, prior to any investment being made, take due account of the risks of investments set out under the section titled “Risk Factors” below.

The Directors are, in consultation with the Manager, responsible for the formulation of each Fund’s investment objective and investment policies and any subsequent changes to those objectives or policies. The investment objective of a Fund may not be altered without either the prior written approval of all Shareholders or on the basis of a majority of votes cast at a meeting of the Shareholders of the particular Fund duly convened and held. Similarly, material changes to the investment policies of a Fund will require prior approval on the basis of a majority of votes cast at a meeting of the Shareholders of the particular Fund duly convened and held. In this context, a “material” change shall be a change which would significantly alter the asset type, credit quality, borrowing or leverage limits or risk profile of the relevant Fund. In the event of a change of the investment objective and/or policy of a Fund, Shareholders in the relevant Fund will be given reasonable notice of such change to enable them redeem their Shares prior to implementation of such a change.

Subject to the requirements set out in the relevant Supplement, a Fund may invest (the “Investing Fund”) in the Shares of another Fund (the “Receiving Fund”) of the ICAV provided that investment is not made in the Shares of a Fund which itself holds Shares in another Fund. The rate of the annual management fee which investors in the Investing Fund may be charged in respect of that portion of the Investing Fund’s assets invested in the Receiving Fund (whether such fee is to be paid directly at Investing Fund level, indirectly at the level of the Receiving Fund, or a combination of both) shall not exceed the rate of the maximum annual management fee which investors in the Investing Fund may be charged in respect of the balance of the Investing Fund’s assets, such that there will be no double charging of the annual management fee to the Investing Fund as a result of its investments in the Receiving Fund. This shall also apply to the annual fee charged by the Investment Manager.

## **Profile of a Typical Investor**

Unless otherwise specified, the Funds are suitable for investors seeking capital growth over a medium to long-term horizon who are prepared to accept a medium level of volatility from time to time.

## **Use of Financial Derivative Instruments**

### *Efficient Portfolio Management*

The ICAV may, on behalf of each Fund and subject to the conditions and within the limits laid down by the Central Bank, use techniques and instruments for hedging purposes (to protect a Fund against, or minimise liability from, fluctuations in market value or foreign currency exposures), for the purposes of efficient portfolio management (including but not limited to forward foreign currency exchange contracts, futures contracts, options, put and call options on securities, indices and currencies, stock index contracts, swap contracts, repurchase/reverse repurchase and stocklending agreements subject to the conditions and limits set down by the Central Bank).

The ICAV may engage in such techniques and instruments for the reduction of risk, cost or the generation of additional capital or income for each Fund with an appropriate level of risk, taking into account the risk profile of the ICAV as described in this Prospectus and/or in any Supplement and the general provisions of the UCITS Regulations.

Direct and indirect operational costs and/or fees arising from the use of techniques and instruments for efficient portfolio management purposes on behalf of a Fund may be deducted from the revenue delivered to the relevant Fund. These costs and/or fees will be charged at normal commercial rates and will not include hidden revenue. All revenues from efficient portfolio management techniques, net or direct and indirect operational costs, will be returned to the relevant Fund.

Where applicable, the entities to which such direct and indirect operational costs and/or fees have been paid during the annual period to the relevant accounting year end of the Fund (including whether such entities are related to the ICAV or Depositary) will be disclosed in the annual report for such period.

### *Direct Investment*

A Fund may also invest in financial derivative instruments as part of its investment strategy, subject to the conditions and within the limits laid down by the Central Bank, where such intention is disclosed in the Fund's investment policy. The use of financial derivative instruments by a Fund will increase the effective leverage within the portfolio.

### *Risk Management Process*

Where a Fund intends to engage in transactions in relation to financial derivative instruments, a risk management process will be submitted to the Central Bank in accordance with the Central Bank UCITS Regulations prior to the ICAV entering into transactions involving financial derivative instruments. The risk management process enables the Manager to accurately monitor, measure and manage, on an ongoing basis, all open derivative positions and the overall risk profile of a Fund's portfolio.

Unless otherwise specified, on the basis that the Funds will only use a limited number of simple derivative instruments for non-complex hedging or investment strategies the ICAV will use the commitment approach for the purpose of calculating global exposure in respect of each Fund.

## *Collateral Policy*

### **Non Cash Collateral**

Non-cash collateral must, at all times, meet with the following requirements:

- (i) **Liquidity:** Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation.
- (ii) **Valuation:** Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place.
- (iii) **Issuer credit quality:** Collateral received should be of high quality.
- (iv) **Correlation:** Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty.
- (v) **Diversification (asset concentration):** Collateral must be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the net asset value. If a Fund is exposed to different counterparties, the different baskets of collateral must be aggregated to calculate the 20% limit of exposure to a single issuer.
- (vi) **Immediately available:** Collateral received must be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

Non-cash collateral received cannot be sold, pledged or reinvested by the Fund.

### **Cash Collateral**

Cash collateral and the reinvestment of cash collateral must be in accordance with the following requirements:

- (i) cash received as collateral may only be invested in the following:
  - deposits with a credit institution authorised in the European Economic Area (EEA) (EU Member States, Norway, Iceland, Liechtenstein), a credit institution authorised within a signatory state, other than an EU Member State or a Member State of EEA, to the Basel Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States) or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand (the Relevant Institutions);
  - high quality government bonds;
  - reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the ICAV is able to recall at any time the full amount of cash on an accrued basis;
  - short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049);
- (ii) invested cash collateral must be diversified to avoid concentration risk in one issue, sector or country.

- (iii) invested cash collateral may not be placed on deposit with the counterparty or a related entity.

**Level of Collateral Required**

Unless otherwise specified in a Supplement for a Fund, the levels of collateral required are as follows:

Repurchase Agreements	At least 100% of the exposure to the counterparty.
Reverse Repurchase Agreements	At least 100% of the exposure to the counterparty.
Lending of Portfolio Securities	At least 100% of the exposure to the counterparty.
OTC Derivatives	Such collateral to ensure, in any event, that counterparty exposure is managed within the limits set out in the Investment Restrictions in Appendix III.

**Haircut Policy**

No Fund currently uses OTC derivatives or techniques and instruments for investment or efficient portfolio management, in respect of which the Fund would receive collateral. In advance of a Fund entering into OTC derivative transactions, repurchase and reverse repurchase agreements and/or stocklending transactions, the Investment Manager will determine what, if any, haircut may be required and acceptable for each class of asset to be received as collateral, which will be set out in the agreement with the relevant counterparty or otherwise documented at the time of entering into such agreement. Such haircut will take into account the characteristics of the asset such as the credit standing or price volatility of the assets received as collateral and, where applicable, the outcome of any stress test performed in accordance with the Central Bank’s requirements.

**Investment Restrictions and Borrowing Powers**

Investment of the assets of each Fund must comply with the UCITS Regulations. The Directors, in consultation with the Manager, may impose further restrictions in respect of any Fund. The investment and borrowing restrictions applying to the ICAV and each Fund are set out in Appendix III. Each Fund may also hold ancillary liquid assets.

The ICAV may only borrow in respect of a Fund on a temporary basis and the aggregate amount of such borrowings may not exceed 10% of the Net Asset Value of the relevant Fund. Subject to this limit, the Directors may exercise all borrowing powers on behalf of the ICAV and may charge the relevant Fund’s assets as security for such borrowings only in accordance with the provisions of the UCITS Regulations.

The ICAV will, with respect to each Fund, adhere to any investment or borrowing restrictions herein and any criteria necessary to obtain and/or maintain any credit rating in respect of any Shares or Class in the ICAV, subject to the UCITS Regulations.

It is intended that the ICAV or any Fund shall have the power (subject to the prior approval of the Central Bank) to avail itself of any change in the investment and borrowing restrictions specified in the UCITS Regulations which would permit investment by the ICAV or any Fund in securities, financial

derivative instruments or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations.

### **Securities Financing Transactions**

The ICAV or any Fund may lend its securities from time to time, as and when considered appropriate in the interests of Shareholders and in accordance with applicable regulations and market practice. Securities financing transactions will be entered into for the purposes of efficient portfolio management. Any securities lending arrangements will only be entered into with institutions of appropriate financial standing which engage in these types of arrangements and which are acceptable to the Depositary and the Investment Manager by the ICAV's lending agent and will be on arm's length commercial terms. The lending of securities will be made for unlimited periods and will not exceed of 100% of the total valuation of the relevant Fund provided these limits will not be applicable where the ICAV or the relevant Fund has the right to terminate the lending contract at any time and obtain restitution of the securities lent. In accordance with normal market practice, borrowers will be required to provide collateral to the ICAV or the relevant Fund of a value of at least equal to the market value of any securities loaned in accordance with the ICAV's collateral policy as set out above. The income generated from securities financing transactions will accrue to the relevant Fund net of any operational costs / fees, including transaction expenses in connection with such transactions. For securities lending made with connected persons of the Depositary or the Investment Manager, it must be made on arm's length commercial terms and the Depositary's written consent is required.

If the ICAV or the relevant Fund chooses to engage in securities financing transactions, this will be detailed in the relevant Supplement together with any fee payable to the Investment Manager in this respect. In addition, prior to entering into any such securities financing transactions, the ICAV, in respect of the relevant Fund shall provide written confirmation to the Central Bank confirming that it proposes to enter into such transactions and that it has the appropriate documented risk management procedures in place in relation to such activity in accordance with the Central Bank UCITS Regulations.

Should the ICAV or the relevant Fund engage in securities financing transactions, the proportion of assets under management subject to such securities financing transactions is expected to vary between 0% and 20% of the Net Asset Value of the relevant Fund and will be subject to a maximum of 20% of the Net Asset Value of the relevant Fund. Such variations may be dependent on, but are not limited to, factors such as total Fund size, borrower demand to borrow stocks from the underlying market and seasonal trends in the underlying market. In order to reduce its exposure to any counterparty through securities financing transactions, a Fund will adopt collateral arrangements as described in the section entitled "Collateral Policy".

Assets subject to securities financing transactions and total return swaps and collateral received are safe-kept with the Depositary.

### **Hedged and Unhedged Classes**

The ICAV may also (but is not obliged to) enter into certain currency related transactions in order to hedge the currency exposure of the assets of a Fund attributable to a particular Class into the currency of denomination of the relevant Class for the purposes of efficient portfolio management. While not the intention, over-hedged or under-hedged positions may arise due to factors outside of the control of the ICAV. Each Fund may employ such techniques and instruments for the purpose of attempting to enhance the Fund's return provided that the level of the currency exposure hedged does not exceed 105% of the Net Asset Value of a Class. Similarly, under-hedged positions will be monitored to ensure that such positions do not fall short of 95% of the Net Asset Value of the relevant Class. Under-hedged positions will be kept under review to ensure that they are not carried forward from month to month. Hedged positions will be kept under review to ensure that over-hedged positions do not exceed the level set out above and that positions materially in excess of 100% of the

Net Asset Value of a Class are not carried forward from month to month. If the level of currency exposure hedged exceeds 100% of the Net Asset Value of a Class as a result of market movements in the underlying investments of the relevant Fund or trading activity in respect of the Shares of the Fund, the Investment Manager shall adopt as a priority objective the managing back of the hedging to 100%, taking due account of the interests of Shareholders. Otherwise, a Fund will not be leveraged as a result of the transactions entered into for the purposes of hedging.

While the ICAV may attempt to hedge against currency exposure at a Class level, there can be no guarantee that the value of a Class will not be affected by fluctuations in the value of the Base Currency relative to the currency of the Class. Any costs related to such hedging shall be borne separately by the relevant Class. All gains/losses which may be made by any Class of any Fund as a result of such hedging transactions shall accrue to the relevant Class of Shares. Hedging transactions shall be clearly attributable to the relevant Class of Shares. Any currency exposure of a Class may not be combined with or offset against that of any other Class of a Fund. The currency exposure of the assets attributable to a Class may not be allocated to other Classes. The use of Class hedging strategies may substantially limit holders of Shares in the relevant Class from benefiting if the Class currency falls against the Base Currency and/or the currency in which the assets of the relevant Fund are denominated.

The Funds may implement currency hedging strategies by using spot and forward foreign exchange contracts and currency futures, options and swap contracts.

In the case of Unhedged Classes, a currency conversion will take place on subscription, redemption and conversion and any distributions at prevailing exchange rates. The value of a Share of such a Class expressed in a currency other than the Base Currency will be subject to share currency designation risk in relation to the Base Currency.

#### **Operation of Cash Account in the Name of the ICAV**

The ICAV has established an account at umbrella level in the name of the ICAV into which subscription, redemption and dividend monies shall be lodged. All subscriptions, redemptions or dividends payable to or from the relevant Fund will be channelled and managed through this umbrella level account and no such accounts shall be operated at the level of each individual Fund. The umbrella cash account shall be operated in accordance with the provisions of the Instrument.

#### **Dividend Policy**

The Directors are empowered by the Instrument to declare and pay dividends in respect of Shares of any Class or Fund in the ICAV. The information on the declaration and payment of dividends for each Fund, where applicable, will be specified in the relevant Supplement.

The amount available for distribution in respect of any Accounting Period shall be

- (i) the income of the relevant Class (whether in the form of dividends, interest or otherwise) less accrued expenses and/or net realised and unrealised gains (i.e. realised and unrealised gains net of realised and unrealised losses) during the Accounting Period, subject to certain adjustments (for example, adjustments for establishment expenses, overdraft expenses and one-off transactional expenses) (approved by the Depositary) (the "Income");
- (ii) a combination of Income and capital; or
- (iii) solely out of the capital of the relevant Fund.

In the event that realised profits on the disposal of investments less realised and unrealised losses is negative, the relevant Fund may still pay dividends out of net investment income and/or capital. The

rationale for providing for the payment of dividends out of capital is to allow the relevant Fund the ability to provide a stable and consistent level of distribution to investors seeking income oriented investment solutions. There is a greater risk that capital may be eroded and distribution will be achieved by foregoing the potential for future growth and returns on your investment.

The Directors, Investment Manager (and the relevant sub-investment manager if applicable) are not obliged to communicate an expected dividend rate per Share to Shareholders and prospective investors, and although they may choose to do so from time to time, investors should note that any such rate may vary with market conditions. There can be no guarantee that any rate will be achieved, and in the event that there is insufficient distributable income or gains in the relevant Fund to meet a specific level, investors in the relevant Fund may receive no distribution or a lower level distribution.

Distributions out of capital may have different tax implications to distributions of income and investors should seek advice in this regard.

Unclaimed dividends may be invested or otherwise made use of for the benefit of the relevant Fund until claimed. Any dividend unclaimed after six years from the date when it first became payable will be reverted to the relevant Fund.

Payments will be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator. No distribution payment will be made to a Shareholder until the original Application Form and all documentation required by or on behalf of the ICAV (including any documents in connection with anti-money laundering procedures) has been received from the Shareholder and the anti-money laundering procedures have been completed.

Pending payment to the relevant Shareholder, distribution payments will be held in an account in the name of the ICAV and Shareholders entitled to such distributions will be unsecured creditors of the relevant Fund. In the event of an insolvency of the relevant Fund or the ICAV, there is no guarantee that the relevant Fund or the ICAV will have sufficient funds to pay unsecured creditors in full. Dividends will not be paid on non-verified accounts and therefore Shareholders are advised to ensure that all relevant documentation requested by the Administrator in order to comply with anti-money laundering and terrorist financing procedures is submitted to the Administrator promptly on subscribing for Shares in the ICAV.

### **Publication of Net Asset Value per Share**

The Net Asset Value per Share shall be made available on the internet at [www.bloomberg.com](http://www.bloomberg.com) and will be updated following each calculation of Net Asset Value per Share and kept up-to-date. The Net Asset Value per Share may also be published in such other publications as the Directors may determine in the jurisdictions in which the Shares are offered for sale and updated following each calculation of Net Asset Value per Share. In addition and upon request, the Net Asset Value per Share may be obtained from the Administrator during normal business hours.

### **EU Sustainable Finance Disclosure Regulation**

As an EU entity, the Manager is subject to the SFDR. This section summarises the Manager's status under SFDR and cross-refers to other sections of this Prospectus or Supplements where additional information is provided.

#### *Sustainability risks*

The Manager has delegated portfolio management to the Investment Manager. The Investment Manager has implemented a policy in respect of the integration of sustainability risks in its investment decision making process. Further information on this policy is set out below under "Responsible investing".

### *Principal adverse impacts*

Unless otherwise stated in a Supplement, the principal adverse impacts of investment decisions on sustainability factors are not currently considered by the Investment Manager for the Funds due to the lack of information and data available to adequately assess such principal adverse impacts.

### *Fund categorisation under SFDR*

A description of each Fund's consideration of sustainability risks and the likely impacts of sustainability risks on the returns of the Fund is set out in the relevant Supplement in the section headed "Sustainability Related Disclosures".

Where the Manager, in consultation with the Investment Manager, categorises a Fund as meeting the provisions set out in Article 8 of SFDR for products which promote environmental and social characteristics or Article 9 of SFDR for products that have a sustainable investment objective, additional disclosure requirements for such financial products as referred to in Article 8 or Article 9 SFDR will be set out in the Supplement for the relevant Fund.

### *Responsible investing*

The Investment Manager has implemented a Sustainability Risks Policy which it follows in its investment management of the Funds. The Investment Manager's Sustainability Risks Policy is available on its website at: [Heptagon-Capital-Limited-Sustainability-Risk-Policy-March-2021.pdf](https://www.heptagon-capital.com/Heptagon-Capital-Limited-Sustainability-Risk-Policy-March-2021.pdf) ([heptagon-capital.com](https://www.heptagon-capital.com)).

### *Taxonomy*

Unless otherwise specified in the Supplement for the relevant Sub-Fund, the investments underlying each financial product do not take into account the EU criteria for environmentally sustainable economic activities and therefore not subject to the requirements of the Taxonomy.



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## RISK FACTORS

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### 1. General Risks

Potential investors should understand that all investments involve risks. The following risks and those described in the Supplements are some of the risks of investing in the ICAV, but the list does not purport to be exhaustive. Potential investors should be aware that an investment in a Fund may be exposed to other risks of an exceptional nature from time to time. Investment in the ICAV carries with it a degree of risk. Different risks may apply to different Funds and/or Classes. Details of specific risks attaching to a particular Fund or Class which are additional to those described in this section will be disclosed in the relevant Supplement. Potential investors should review this Prospectus and the relevant Supplement carefully and in its entirety and consult with their professional and financial advisers before making an application for Shares.

#### *Investment Risk*

Potential investors should note that the investments of the ICAV and any Fund are subject to normal market fluctuations and there can be no assurance that any appreciation in value will occur. The value of investments and the income from them, and therefore the value of, and income from the Shares, can go down as well as up and an investor may not get back the amount invested. Investors should also be aware that in the event of a sales commission and/or a redemption fee being charged, the difference at any time between the sale and redemption price of Shares in any Fund means that an investment should be viewed as medium to long term. Changes in exchange rates between currencies may also cause the value of the investments to diminish or increase. Past performance of the ICAV or any Fund should not be relied upon as an indicator of future performance. In addition, the ICAV will, on request, provide supplementary information to Shareholders relating to the risk management methods employed including the quantitative limits that are applied and recent developments in the risk and yield characteristics of the main categories of investments applicable to the relevant Fund.

There can be no guarantee that the investment objective of a Fund will actually be achieved.

#### *Dependence on the Investment Manager*

The Investment Manager is responsible for investing the assets of the Fund. The success of each Fund depends upon the ability of the Investment Manager to develop and implement investment strategies that achieve each Fund's investment objectives.

#### *Operation of Umbrella Cash Account*

The ICAV has established an account at umbrella level in the name of the ICAV into which subscription, redemption and dividend monies shall be lodged. All subscriptions, redemptions or dividends payable to or from the relevant Fund will be channelled and managed through this umbrella account (the "Umbrella Cash Account").

In addition, investors should note that in the event of the insolvency of another Fund of the ICAV, recovery of any amounts to which a relevant Fund is entitled, but which may have transferred to such other insolvent Fund as a result of the operation of the Umbrella Cash Account will be subject to the principles of Irish trust law and the terms of the operational procedures for the Umbrella Cash

Account. There may be delays in effecting and/or disputes as to the recovery of such amounts, and the insolvent Fund may have insufficient funds to repay the amounts due to the relevant Fund.

In circumstances where amounts held in the Umbrella Cash Account are due to an investor as a result of redemption or dividend activity and the money cannot be transferred to the investor, any outstanding issues preventing such transfer will be addressed promptly. Such an investor shall not be considered a Shareholder of the relevant Fund. The ICAV may elect to transfer the monies to an investor money collection account in accordance with the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) Investor Money Regulations 2015. In the event of an insolvency of the relevant Fund or the ICAV, the rights of the investor shall be those of an unsecured creditor of the ICAV.

In circumstances where subscription monies are received by a Fund in advance of the issue of Shares and are held in the Umbrella Cash Account, any such investors shall rank as a general creditor of the Fund until such time as Shares are issued and will not be considered a Shareholder of the relevant Fund. Therefore, in the event that such monies are lost prior to the issue of Shares to the relevant investor, the ICAV on behalf of the Fund may be obliged to make good any losses which the Fund incurs in connection with the loss of such monies to the investor (in its capacity as a creditor of the Fund), in which case such loss will need to be discharged out of the assets of the relevant Fund and therefore will represent a diminution in the Net Asset Value per Share for existing Shareholders of the relevant Fund.

The ICAV has the right to cancel Shares, or to seek recovery, including any relevant credit charges, from investors who fail to pay subscription proceeds within the stated settlement period provided for in the relevant Supplement. Where an investor fails to pay, and cannot be forced to pay within the settlement period, the relevant Fund may cancel the allocation of the Shares.

### ***Market Risk***

Some of the Recognised Exchanges in which a Fund may invest may be less well-regulated than those in developed markets and may prove to be illiquid, insufficiently liquid or highly volatile from time to time. This may affect the price at which a Fund may liquidate positions to meet redemption requests or other funding requirements.

In addition, financial market turbulence and reduced liquidity in equity, credit and/or fixed income markets may negatively affect many issuers, which could adversely affect a Fund. Local, regional or global events such as war, acts of terrorism, the spread of infectious illness or other public health issue, including pandemics, epidemics, recessions or other events could have a significant impact on a Fund and its investments. These risks may be magnified if certain events or developments adversely interrupt the global supply chain; in these and other circumstances, such risks might affect companies world-wide. To the extent a Fund may overweight its investments in certain countries, companies, industries or market sectors, such positions will increase a Fund's exposure to risk of loss from adverse developments affecting those countries, companies, industries or sectors.

### ***Exchange Control and Repatriation Risk***

It may not be possible for Funds to repatriate capital, dividends, interest and other income from certain countries, or it may require government consents to do so. Funds could be adversely affected by the introduction of, or delays in, or refusal to grant any such consent for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Economic or political conditions could lead to the revocation or variation of consent granted prior to investment being made in any particular country or to the imposition of new restrictions.

### ***Political, Regulatory, Settlement and Custodial Risks***

The value of a Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of emerging markets.

Some of the Funds may invest in markets where the trading, settlement and custodial systems are not fully developed, for example South Africa or Mexico.

### ***Accounting, Auditing and Financial Reporting Standards***

The accounting, auditing and financial reporting standards of many of the countries in which a Fund invests may be less extensive than those applicable to U.S. companies.

### ***Liquidity Risk***

Not all securities or instruments invested in by the Funds will be listed or rated and consequently liquidity may be low. Moreover, the accumulation and disposal of holdings in some investments may be time consuming and may need to be conducted at unfavourable prices. The Funds may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited liquidity.

### ***Leverage Risk***

A Fund may use leverage for its investments within the investment restrictions set out in the relevant Supplement to this Prospectus. During periods when a Fund is leveraged, any event which may adversely affect the value of any investment could significantly affect the Net Assets of the Fund. Please refer to the relevant Supplement for details on leverage restrictions applicable to a Fund.

### ***Redemption Risk***

Large redemptions of Shares in a Fund might result in a Fund being forced to sell assets at a time and price at which the Investment Manager would normally prefer not to dispose of those assets, possibly leading to the lower price realised for such assets.

### ***Credit Risk***

There can be no assurance that issuers of the securities or other instruments in which a Fund invests will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments. Funds will also be exposed to a credit risk in relation to the counterparties with whom they trade or place margin or collateral in respect of transactions in financial derivative instruments and may bear the risk of counterparty default.

### ***Legal Risk***

Persons interested in purchasing Shares should inform themselves as to (a) the legal requirement within their own countries of residence for the purchase of Shares, (b) any foreign exchange restrictions which may be applicable, and (c) the income and other tax consequences of the purchase and repurchase of Shares.

### ***Withholding Tax Risk***

The income and gains of any Fund from its securities and assets may suffer withholding tax which may not be reclaimable in the countries where such income and gains arise.

### ***Segregated Liability Risk***

The ICAV is structured as an umbrella fund with segregated liability between the Funds. Each Fund therefore will be treated as bearing its own liabilities and the ICAV will not be liable as a whole to third parties provided, however, that if the Directors are of the opinion that a particular liability does not relate to any particular Fund or Funds, that liability shall be borne jointly by all Funds pro rata to their respective Net Asset Values at the time when the allocation is made.

Certain jurisdictions, however, other than Ireland, might not recognise such limited right of recourse inherent in the ICAV's segregated structure. In such a case, creditors of a particular Fund could have recourse to assets of other Funds within the ICAV. At the date of this Prospectus, the Directors are not aware of any such existing or contingent liability.

### ***Taxation Risk***

Any change in the ICAV's tax status or in taxation legislation could affect the value of the investments held by the ICAV and affect the ICAV's or any Fund's ability to provide the investor returns. Potential investors and Shareholders should note that the statements on taxation which are set out herein and in each Supplement are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Prospectus and each Supplement. 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 ICAV will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the ICAV as set out in the section headed "Taxation".

### ***Currency Risk***

Assets of a Fund may be denominated in a currency other than the Base Currency of the Fund and changes in the exchange rate between the Base Currency and the currency of the asset may lead to a depreciation of the value of the Fund's assets as expressed in the Base Currency. It may not be possible or practical to hedge against such exchange rate risk. The Fund's Investment Manager may, but is not obliged to, mitigate this risk by using financial instruments.

Funds may from time to time enter into currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of a Fund's securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline. Performance of a Fund may be strongly influenced by movements in foreign exchange rates because currency positions held by a Fund may not correspond with the securities positions held.

A Fund may enter into currency exchange transactions and/or use techniques and instruments to seek to protect against fluctuation in the relative value of its portfolio positions as a result of changes in currency exchange rates or interest rates between the trade and settlement dates of specific securities transactions or anticipated securities transactions. Although these transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, they also limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the relevant contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the relevant contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of any Fund cannot be assured. It may not be possible to hedge against generally anticipated exchange or interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

### ***Share Currency Designation Risk***

A Class of Shares of a Fund may be designated in a currency other than the Base Currency of the Fund. Changes in the exchange rate between the Base Currency and such designated currency may lead to a depreciation of the value of such Shares as expressed in the designated currency.

### ***Derivatives Risk***

#### ***- General***

The prices of derivative instruments, including futures and options prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The use of derivatives also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the hedging instruments and the securities or market sectors being hedged, (3) the fact that skills needed to use these instruments are different from those needed to select the Fund's securities, (4) the possible absence of a liquid market for any particular instrument at any particular time, and (5) possible impediments to effective portfolio management or the ability to meet redemption.

Assets deposited as collateral with brokers or counterparties may not be held in segregated accounts by the brokers or counterparties and may therefore become available to the creditors of such parties in the event of their insolvency or bankruptcy. Collateral requirements may reduce cash available to a Fund for investment.

#### ***- Over-the-Counter Transactions***

The Funds may invest in instruments which are not traded on organised exchanges and as such are not standardised. Such transactions are known as over-the-counter or "OTC" transactions and may include forward contracts or options. Whilst some OTC markets are highly liquid, transactions in OTC derivatives may involve greater risk than investing in exchange traded derivatives because there is no exchange market on which to close out or dispose of an open position.

It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid and offer prices need not be quoted and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price. In respect of such trading, a Fund will be subject to the risk of counterparty failure or the inability or refusal by a counterparty to perform with respect to such contracts. Market illiquidity or disruption could result in major losses to any such Fund.

#### ***- Futures and Options Risk***

The Investment Manager may engage in various portfolio strategies on behalf of the Funds through the use of futures and options. Due to the nature of futures, cash to meet margin monies will be held by a broker with whom each Fund has an open position. In the event of the insolvency or bankruptcy of the broker, there can be no guarantee that such monies will be returned to each Fund. On execution of an option the Funds may pay a premium to a counterparty. In the event of the insolvency or bankruptcy of the counterparty, the option premium may be lost in addition to any unrealised gains where the contract is in the money.

- *Counterparty Risk*

Each Fund will have credit exposure to counterparties by virtue of investment positions in options, forwards and other OTC contracts held by the Fund. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Although each Fund's portfolio will be diversified as required by the UCITS Regulations, Funds will also be exposed to a credit risk in relation to the counterparties with whom they trade and may bear the risk of counterparty default.

- *Conflicts of interest*

The attention of investors is specifically drawn to the potential conflict of interest implicit in the method of valuation of OTC option contracts and similar tracts and derivative instruments other than spot and forward contracts where the Administrator relies on the counterparties to such contracts or instruments to provide a price for the relevant contract or instrument. Please see the section "Valuation Risk" below for further information.

***Liquidity of Futures Contracts***

Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits." Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a Fund from liquidating unfavourable positions.

Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. Market illiquidity or disruption could result in major losses to a Fund.

***Securities Lending Risk***

As with any extensions of credit, there are risks of delay and recovery. Should the borrower of securities fail financially or default in any of its obligations under any securities lending transaction, the collateral provided in connection with such transaction will be called upon. The value of the collateral will be maintained to equal or exceed the value of the securities transferred. However, there is a risk that the value of the collateral may fall below the value of the securities transferred. In addition, as a Fund may invest cash collateral received a Fund investing collateral will be exposed to the risk associated with such investments, such as failure or default of the issuer of the relevant security.

***Investing in Fixed Income Securities***

Investment in fixed income securities is subject to interest rate, sector, security and credit risks. Lower-rated securities will usually offer higher yields than higher-rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry. Lower-rated securities generally tend to reflect short-term corporate and market developments to a greater extent than higher-rated securities which respond primarily to fluctuations in the general level of interest rates. There are fewer investors in lower-rated securities and it may be harder to buy and sell such

securities at an optimum time.

The volume of transactions effected in certain international bond markets may be appreciably below that of the world's largest markets, such as the United States. Accordingly, a Fund's investment in such markets may be less liquid and their prices may be more volatile than comparable investments in securities trading in markets with larger trading volumes. Moreover, the settlement periods in certain markets may be longer than in others which may affect portfolio liquidity.

### ***Changes in Interest Rates***

The value of Shares may be affected by substantial adverse movements in interest rates.

In periods of declining short-term interest rates, the inflow of net new money to such Funds from the continuous issue of its Shares will likely be invested in portfolio instruments producing lower yields than the balance of such Fund's portfolio, thereby reducing the current yield of the Fund. In periods of rising interest rates, the opposite can be true.

### ***Valuation Risk***

A Fund may invest some of its assets in unquoted securities or quoted securities for which there is no reliable price source available. Such investment will be valued at the probable realisation value as determined in accordance with the provisions set out in the section "Calculation of Net Asset Value". Estimates of the fair value of such investments are inherently difficult to establish and are the subject of substantial uncertainty. The Fund may, for the purpose of efficient portfolio management, invest in derivative instruments and there can be no assurance that the value as determined in accordance with the section "Calculation of Net Asset Value" reflects the exact amount at which those instruments may be closed out.

### ***Cyber Security***

With the increased use of technologies such as the internet to conduct business, each Fund is susceptible to operational, information security and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber attacks include, but are not limited to, gaining unauthorised access to digital systems (e.g. through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e. efforts to make network services unavailable to intended users). Cyber security failures or breaches by a Fund's adviser, and other service providers (including but not limited to the Investment Manager, the Manager, the Administrator and the Depositary) and the issuers of securities in which the Funds invest, have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, interference with a Fund's ability to calculate its Net Asset Value, impediments to trading the inability of Shareholders to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs or additional compliance costs. In addition, substantial costs may be incurred in order to prevent any cyber incidents in the future. While the Funds and their service providers have established business continuity plans in the event of, and systems designed to reduce the risks associated with, such cyber attacks, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Furthermore, the Funds cannot control the cyber security plans and systems put in place by service providers to the Funds and issuers in which the Funds invest. The Funds and their Shareholders could be negatively impacted as a result.

### ***Brexit and the European Union***

In an advisory referendum held in June 2016, the UK electorate voted to leave the European Union. On 29 March 2017 the Government of the United Kingdom formally notified the European Union that

it will leave. Following any such notification, there will be a period of up to two years (which may be further extended by agreement) of exit negotiations before the United Kingdom leaves the European Union. The future economic and political relationship between the United Kingdom and the European Union (and between the United Kingdom and other countries) is uncertain, and as a result a period of economic and political uncertainty is expected in the United Kingdom, in the rest of the European Union and globally. The result of the United Kingdom's referendum has caused severe currency movements and volatility in global markets, and is likely to continue to do so as events develop. The United Kingdom's exit from the European Union is expected to result in regulatory changes, which may be adverse to the ICAV, the Investment Manager, the Manager, the Administrator or the Depositary. Other Member States may also reconsider their European Union membership. This could result in one or more other countries leaving the European Union, or in major reforms or other changes being made to the European Union or to the Eurozone. The ultimate nature and extent of the impact of these events are uncertain, but may be significant.

### ***Risk Factors Not Exhaustive***

The investment risks set out in this Prospectus do not purport to be exhaustive and potential investors should be aware that an investment in the ICAV or any Fund may be exposed to risks of an exceptional nature from time to time.

## **2. Additional risks applicable to the Underlying Funds**

A Fund may purchase shares of other collective investment schemes ("Underlying Funds") to the extent that such purchases are consistent with such Fund's investment objective and restrictions. The risks described below relate to the Underlying Funds and the investment strategies that the Underlying Funds may utilise. The impact of the risks described may be diluted through the ICAV's investment in a basket of Underlying Funds.

### ***Performance of the Underlying Funds***

The past performance of an investment in any of the Underlying Funds in which a Fund invests cannot be considered to be an indication of the future results of any investment in such Underlying Funds.

### ***Portfolios of the Underlying Funds***

Each Underlying Fund is managed in accordance with its own investment objective and approach and will not have regard to the portfolios of assets held by other Underlying Funds. This may result in circumstances where a Fund's exposure to the underlying investments of an Underlying Fund is increased or reduced by the underlying investments of other Underlying Funds.

### ***Reliance on Valuation of Underlying Funds***

In the event that investments held by an Underlying Fund are neither listed nor dealt on any recognised exchange, the value of such investments may be calculated by the administrator of the relevant fund using estimates provided by the investment manager, who may have a conflict of interest in relation to any such valuation.

### ***Risk of Government Intervention***

The prices of instruments in which an Underlying Fund may trade or invest are subject to certain risks arising from government regulation of or intervention in the relevant capital markets, through regulation of their local markets, restrictions on investments by foreigners or limits on flows of investment funds. This is also a risk that government policy regarding taxation and duties payable in relation to specific investments, including contracts for differences, could change. Such regulation, or



intervention or change in policy could adversely affect the Underlying Fund's performance and, as a consequence, that of the relevant Fund.

### ***Investment Strategies***

No assurance can be given that the strategies used will be successful under all or any market conditions. An Underlying Fund may utilise financial instruments such as derivatives for investment purposes and seek to hedge against fluctuations in the relative values of its portfolio positions as a result of changes in exchange rates, interest rates, equity prices and levels of other interest rates and prices of other securities. Such hedging transactions may not always achieve the intended effect and can also limit potential gains.

### ***Currency***

The Underlying Funds may invest a substantial portion of their assets in investment funds and/or assets denominated in currencies other than the base currency of account of the relevant fund, and in other financial instruments, the price of which is determined with reference to currencies other than that in which the relevant investments are made. However, the Underlying Funds may value securities and other assets in dollars. To the extent this investment is not hedged, the value of the Underlying Fund's assets is likely to fluctuate with dollar exchange rates as well as with price changes of the Underlying Fund's investments in the various local markets and currencies.

### ***Forward Trading***

Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardised; rather banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets may experience periods of illiquidity, sometimes of significant duration. Disruptions can occur in any market traded by an Underlying Fund in which the relevant Fund may invest due to unusually high trading volume, political intervention or other factors. The imposition of controls by governmental authorities might also limit such forward (and futures) trading to less than that which the relevant investment manager would otherwise recommend, to the possible detriment of the Underlying Fund (and hence the relevant Fund). In respect of such trading, the relevant Underlying Fund is subject to the risk of counterparty failure or the inability or refusal by a counterparty to perform with respect to such contracts. Market illiquidity or disruption could result in major losses to the relevant Underlying Fund (and hence the relevant Fund).

### ***Options***

The Underlying Funds may purchase and sell ("write") options on securities and currencies. The seller ("writer") of a put or call option which is uncovered (i.e. the writer has effectively a long or a short position in the underlying security or currency) assumes the risk (which theoretically may be unlimited) of a decrease or increase in the market price of the underlying security or currency below or above the sale or purchase price. Trading in options is a highly specialised activity and although it may increase total return it may also entail significantly greater than ordinary investment risk.

### ***Exchange-Traded Futures Contracts and Options on Futures Contracts***

The Underlying Funds may utilise Exchange-Traded Futures Contracts and Options on Futures Contracts. A Fund may therefore invest in futures and related options to the extent that all necessary CFTC registrations or exemptions have been obtained. Such registrations or exemptions would not include review or approval by the CFTC of any offering document or the trading strategies of the relevant Fund. An Underlying Fund's use of futures contracts and options on futures contracts will present the same type of volatility and leverage risks associated with transactions in derivative

instruments generally (see below). In addition, such transactions present a number of risks which might not be associated with the purchase and sale of other types of investment products.

Prior to exercise or expiration, a futures or option position can be terminated only by entering into an offsetting transaction. This requires a liquid secondary market on the exchange on which the original position was established. There can be no assurance that such a market will exist for any particular contract at any point in time. In that event, it might not be possible to establish or liquidate a position.

The Underlying Funds' ability to utilise futures or options on futures to hedge their exposure to certain positions or as a surrogate for investments in instruments or markets will depend on the degree of correlation between the value of the instrument or market being hedged, or to which exposure is sought, and the value of the futures or option contract. Because the instrument underlying a futures contract or option traded by the Underlying Funds will often be different from the instrument or market being hedged or to which exposure is sought, the correlation risk could be significant and could result in substantial losses to the Underlying Funds. The use of futures and options involves the risk that changes in the value of the underlying instrument will not be fully reflected in the value of the futures contract or option.

The liquidity of a secondary market in futures contracts and options on futures contracts is also subject to the risk of trading halts, suspensions, exchange or clearing house equipment failures, government intervention, insolvency of a brokerage firm, clearing house or exchange or other disruptions of normal trading activity.

#### ***Securities and Other Investments May Be Illiquid***

Certain investments held by the Underlying Funds may be illiquid. Such funds may invest in securities of financially troubled companies, illiquid OTC securities and non-publicly traded securities. Futures positions may be illiquid because, for example, some exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. Similar occurrences could prevent an Underlying Fund from promptly liquidating unfavourable positions and subject the investment fund to substantial losses. In addition, the relevant Underlying Fund may not be able to execute futures contract trades at favourable prices if little trading in the contracts involved is taking place. It is also possible that an exchange may suspend trading in a particular contract, order immediate liquidation and settlement of a particular contract, or order that trading in a particular contract be conducted for liquidation only.

#### ***Trading in Indices, Financial Instruments and Currencies***

Certain of the Underlying Funds may place an emphasis on trading indices, financial instruments and currencies. The effect of governmental intervention may be particularly significant at certain times in currency and financial instrument futures and options markets. Such intervention (as well as other factors) may cause all of these markets to move rapidly in the same direction because of, among other things, interest rate fluctuations.

#### ***No Established Rating Criteria***

No rating criteria may have been established for the debt securities in which certain of the Underlying Funds may invest. Therefore, such Underlying Funds may invest in low-rated (considered to be those that are below "investment grade") and unrated debt securities. Low rated and unrated debt securities are the equivalent of high yield, high risk bonds, commonly known as "junk bonds" and are generally considered to be speculative with respect to the issuer's capacity to pay interest and repay principal in accordance with the terms of its obligations under such securities.

### ***Rehypothecation of Assets***

The prime broker of certain of the Underlying Funds may borrow, lend or otherwise use such Underlying Fund's investments for its or their own purposes. Such investments will become the property of such prime broker and on the event of an insolvency of such prime broker the relevant Underlying Fund may not be able to recover such assets in full.

### ***Emerging Markets***

Certain of the Underlying Funds may invest a proportion or all of their assets in emerging markets. Investment in such markets involves risk factors and special considerations (including but not limited to those listed in this paragraph) which may not be typically associated with investing in more developed markets. Political or economic change and instability may be more likely to occur and have a greater effect on the economies and markets of emerging countries. Adverse government policies, taxation, restrictions on foreign investment and on currency convertibility and repatriation, currency fluctuations and other developments in the laws and regulations of emerging countries in which investments may be made, including expropriation, nationalisation or other confiscation could result in loss to an Underlying Fund. By comparison with more developed securities markets, most emerging countries securities markets are comparatively small, less liquid and more volatile. In addition, settlement, clearing and registration procedures may be underdeveloped enhancing the risks of error, fraud or default. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in emerging markets may not provide the same degree of investor information or protection as would generally apply to major markets.

There are also other risks associated with investment in emerging markets, particularly in Russia. Such risks include a potentially low level of investor protection (the absence of, or the failure to observe, legal and regulatory standards designed to protect investors); poor or opaque corporate governance (loss may be caused owing to the ineffective manner in which an organisation is controlled or managed); legislative risk (that laws may be changed with retrospective and/or immediate effect); and political risk (that the interpretation or method of enforcement of laws may be changed with a consequent and adverse effect on an Underlying Fund).

Although investment in Russian securities may not be the principal focus of the Underlying Fund and may only constitute a sector of the Underlying Fund's investments, the Underlying Fund may hold more Russian securities than securities from any other single Recognised Market if the Investment Manager identifies more investment opportunities in Russia than in other Recognised Markets. Nevertheless, investment in Russian securities will not constitute a major sector of the Underlying Fund's investments. In relation to listed securities traded in Russia, investment will only be made in securities that are listed or traded on the RTS stock exchange and MICEX.

### ***Small Capitalisation Companies***

Certain of the Underlying Funds may invest in the securities of small companies. This may involve certain risks and special considerations that are not typically associated with investing in larger companies. Such risks will include an increased risk of substantially smaller size and lower trading volume of securities for such smaller companies (as compared to equities in larger companies), which may result in a potential lack of liquidity and increased price volatility.

### ***Portfolio Turnover***

The turnover of the investments of certain of the Underlying Funds may be higher than the average for more traditional portfolios and accordingly the level of commissions paid and other transaction costs are likely to be higher than average.

The foregoing list of risk factors is not complete. Prospective investors should consult with their own advisors before deciding to subscribe.

## ***Peoples Republic of China- Stock Connect Risk***

Stock Connect is a securities trading and clearing linked programme operating between the Stock Exchange of Hong Kong Limited (“SEHK”), the Shanghai Stock Exchange (“SSE”), Hong Kong Securities Clearing Company Limited (“HKSCC”) and China Securities Depository and Clearing Corporation Limited (“ChinaClear”), with an aim to achieve mutual stock market access between Mainland China and Hong Kong.

Stock Connect comprises a Northbound Trading Link and a Southbound Trading Link. Under the Northbound Trading Link, Hong Kong and overseas investors (including the Fund), through their Hong Kong brokers and the SEHK securities trading service company, may be able to trade eligible A-Shares listed on SSE by routing orders to SSE.

### ***Eligible securities***

Hong Kong and overseas investors may trade certain stocks listed on the SSE market (i.e. “SSE Securities”). These currently include all the constituent stocks from time to time of the SSE 180 Index and SSE 380 Index, and all the SSE-listed A-Shares that are not included as constituent stocks of the relevant indices but which have corresponding H-Shares listed on SEHK, except the following:

- SSE-listed shares which are not traded in Renminbi (“RMB”); and
- SSE-listed shares which are included in the “risk alert board”.

It is expected that the list of eligible securities will be subject to review.

### ***Trading quota***

Trading under Stock Connect is subject to a maximum cross-boundary investment quota (“Aggregate Quota”) together with a daily quota (“Daily Quota”). Northbound trading will be subject to a separate set of Aggregate and Daily Quota. The Aggregate Quota caps the absolute amount of fund inflow into the PRC under Northbound trading. The Daily Quota limits the maximum net buy value of cross-boundary trades under Stock Connect each day. The quotas do not belong to the Fund and are utilised on a first-come-first-serve basis. The SEHK will monitor the quota and publish the remaining balance of the Northbound Aggregate Quota and Daily Quota at scheduled times on the Hong Kong Exchanges and Clearing Limited (“HKEx”)’s website.

### ***Trading day***

Investors (including the Funds) will only be allowed to trade on the other market on days where both markets are open for trading, and banking services are available in both markets on the corresponding settlement days.

### ***Settlement and custody***

The HKSCC, a wholly-owned subsidiary of HKEx, will be responsible for the clearing, settlement and the provision of depository, nominee and other related services of the trades executed by Hong Kong market participants and investors.

The SSE Securities traded through Stock Connect are issued in scriptless form, so investors will not hold any physical SSE Securities. Hong Kong and overseas investors who have acquired A-Shares through Northbound trading should maintain the A-Shares with their brokers’ or custodians’ stock accounts with CCASS (the Central Clearing and Settlement System operated by HKSCC for the clearing securities listed or traded on SEHK).

## *Currency*

Hong Kong and overseas investors (including the Funds) may trade and settle SSE Securities in RMB only.

### *(a) Quota limitations*

Stock Connect is subject to quota limitations. In particular, once the remaining balance of the Northbound Daily Quota drops to zero or the Northbound Daily Quota is exceeded during the opening call session, new buy orders will be rejected (though investors will be allowed to sell their cross-boundary securities regardless of the quota balance). Therefore, quota limitations may restrict the Fund's ability to invest in A-Shares through Stock Connect on a timely basis.

### *(b) Suspension risk*

It is contemplated that both SEHK and the SSE would reserve the right to suspend Northbound and/or Southbound trading if necessary for ensuring an orderly and fair market and that risks are managed prudently. Consent from the relevant regulator would be sought before a suspension is triggered. Where a suspension in the Northbound trading through Stock Connect is effected, the Fund's ability to access the PRC market will be adversely affected.

### *(c) Regulatory risk*

Stock Connect is a relatively new development, and will be subject to regulations promulgated by regulatory authorities and implementation rules made by the stock exchanges in the PRC and Hong Kong. Further, new regulations may be promulgated from time to time by the regulators in connection with operations and cross-border legal enforcement in connection with cross-border trades under Stock Connect. It should be noted that the regulations are untested in any judicial precedent and there is no certainty as to how they will be applied. Moreover, the current regulations are subject to change. There can be no assurance that Stock Connect will not be abolished. The Fund, which may invest in the PRC markets through Stock Connect, may be adversely affected as a result of such changes.

### *(d) Beneficial ownership of A-Shares through Stock Connect*

A-Shares traded through Stock Connect are held in ChinaClear. HKSCC will become a direct participant in ChinaClear and A-Shares acquired by the Fund via Stock Connect will be:

- recorded in the name of HKSCC in the nominee securities account opened by HKSCC with ChinaClear and HKSCC will be nominee holder of such A-Shares; and
- held in custody under the depository of ChinaClear and registered under the name of HKSCC in the shareholders' register of the listed companies on the SSE. HKSCC will record interests in such A-Shares in the CCASS stock account of the relevant clearing participant.

It should be noted that, under PRC laws, the rights and interests over SSE Securities are owned by Hong Kong and overseas investors (including the Fund) and shall be exercised through HKSCC as the shareholder of SSE Securities. However, under the CCASS rules, HKSCC as nominee holder shall have no obligation to take any legal action or court proceeding to enforce any rights on behalf of the investors (including the Fund) in respect of the SSE Securities in Mainland China or elsewhere. HKSCC as nominee holder will, upon request of a participant holding SSE Securities through HKSCC, provide certification of a CCASS participant's holdings of SSE Securities in CCASS.

Therefore, although the Fund's ownership of rights and interests of SSE Securities may be ultimately recognised under PRC laws, the Fund may suffer difficulties or delays in enforcing its rights in SSE

Securities given HKSCC shall have no obligation to participate in any legal action or court proceeding to enforce any rights on behalf of the investors.

Although the relevant CSRC regulations and ChinaClear rules generally provide for the concept of a “nominee holder” and recognise the Hong Kong and overseas investors (including the Fund) as the “ultimate owners” of the rights and interests of A-Shares traded via Stock Connect, the precise nature and rights of the Hong Kong and overseas investors (including the Fund) as the beneficial owners of A-Shares through HKSCC as nominee are less well defined under PRC law. There is lack of a clear definition of, and distinction between, “legal ownership” and “beneficial ownership” under PRC law and there have been few cases involving a nominee account structure in the PRC courts.

Despite the legal terminology issues, it is well clarified in the relevant CSRC regulations that the rights and interests of SSE Securities are vested in Hong Kong and overseas investors. However, with respect to certain rights and interests of SSE Securities (such as some minority shareholders’ rights) that can only be exercised via bringing legal actions to PRC competent courts, it is uncertain whether such rights could be enforced since HKSCC has made it clear in CCASS rules that HKSCC shall have no obligation to take any legal action or court proceeding to enforce any rights on behalf of the investors. In the absence of HKSCC’s participation in the legal actions or court proceedings, the way to enforce such rights by Hong Kong and overseas investors is untested. Whether the PRC competent courts will accept the lawsuit directly initiated by Hong Kong and overseas investors to enforce the rights and interests over SSE Securities are to be tested.

*(e) Differences in trading days*

Due to the differences in trading days, the Fund may be subject to a risk of price fluctuations in A-Shares on a day that the PRC market is open for trading but the Hong Kong market is closed.

*(f) Recalling of eligible stocks*

Hong Kong and overseas investors will be able to trade SSE Securities. When a stock is recalled from the scope of eligible stocks for trading via Stock Connect, the stock can be sold but is restricted from being bought. This may affect the investment portfolio or strategies of a Fund, for example, when the Investment Manager wishes to purchase a stock which is recalled from the scope of eligible stocks.

*(g) Clearing and settlement risk*

HKSCC and ChinaClear will establish the clearing links and each will become a participant of each other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

Should the remote event of ChinaClear default occur and ChinaClear be declared as a defaulter, HKSCC’s liabilities in Northbound trades under its market contracts with clearing participants will be limited to assisting clearing participants in pursuing their claims against ChinaClear. HKSCC will in good faith, seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or through ChinaClear’s liquidation. In that event, the Fund may suffer delay in the recovery process or may not be able to fully recover its losses from ChinaClear.

*(h) No Protection by Investor Compensation Fund*

The Fund’s investments through Stock Connect will not be covered by Hong Kong’s Investor Compensation Fund. Hong Kong’s Investor Compensation Fund is established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong.

Since default matters in Northbound trading via Stock Connect do not involve products listed or traded in SEHK or Hong Kong Futures Exchange Limited, they will not be covered by the Investor Compensation Fund. On the other hand, since the Fund is carrying out Northbound trading through securities brokers in Hong Kong but not PRC brokers, they are not protected by the China Securities Investor Protection Fund in the PRC. Therefore the Fund is exposed to the risks of default of the broker(s) it engages in its trading in A-Shares through the programme.

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## MANAGEMENT AND ADMINISTRATION

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### Directors

The Directors are responsible for managing the business of the ICAV in accordance with the Instrument and for the overall investment policy. The Directors have delegated certain of their duties to the Manager and have appointed the Depositary.

All Directors are non-executive. For the purposes of this Prospectus, the address of all Directors is the registered office of the ICAV.

**Robert Rosenberg (nationality: British / American – U.K. resident)** is the Chief Operating Officer of Heptagon Capital and a director of several of its entities. Robert has over 20 years of experience in the financial services industry having worked at large global institutions as well as boutique asset managers. Prior to joining Heptagon Capital LLP, Robert was a Partner and Chief Operating Officer at Lancaster Investment Management LLP. He also held the position of Global Head of Deutsche Bank's Prime Services and Synthetic Equity Middle Office and Regional Head of Lehman Brother's Equity Derivative and Convertible Securities Product Control Groups in New York and London. Robert is a CFA and holds an MBA, BS in Finance and BA in Economics from Rutgers University in the United States.

**Fionán Breathnach (nationality: Irish – Irish resident)** is a qualified solicitor, is a Partner at law firm Simmons & Simmons and is the firm's Country Head in Ireland. He trained with Irish law firm William Fry and upon qualifying in 1995, worked in that firm's Asset Management and Investment Funds practice. In 1997, he was appointed as legal counsel at Bank of Bermuda's Irish operations and in 2000, he joined the Banking and Financial Services practice of Landwell in Ireland. He joined Mason Hayes & Curran in 2003, establishing that firm's Investment Funds and Financial Regulation practice, which he led for 14 years before joining Simmons & Simmons in 2018 to establish its Irish office. He has over 20 years' experience in the investment funds industry, both in private practice and in industry. He is a law graduate of Trinity College, Dublin, and was awarded a Certified Diploma in Accounting and Finance by the ACCA in 2000.

**Michael Boyce (nationality: Irish – Irish resident)** acts as an independent director and a consultant to a number of Irish collective investment schemes. Prior to this, he was Executive Director of Northern Trust Investor Services (Ireland) Limited, formerly Ulster Bank Investment Services Limited (UBIS). since 1990. He was Managing Director of Ulster Bank Custodial Services which was the Trustee and Custody operation of Ulster Bank fund's business from 1990 - 1997. From 1997 to 2000 he was Managing Director of Ulster Investment Bank Investment Services. Following the purchase of UBIS by Northern Trust in May 2000, he was appointed Director of Client Operations with responsibility for servicing a large range of institutional and retail clients. He has worked in Financial Services industry for over 30 years including stockbroking, fund management and fund administration. He is a graduate of the Michael Smurfit School of Business at UCD from which he holds a Diploma in Corporate Governance. He is a member of the Securities Institute and has served on several committees of Irish Funds. He is also a member of the Institute of Directors Ireland, and a member of the Corporate Governance Association of Ireland.

No Director has:

- (i) any unspent convictions in relation to indictable offences; or
- (ii) been bankrupt or the subject of a voluntary arrangement, or has had a receiver appointed to any asset of such Director; or



- (iii) been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or
- (iv) been a partner of any partnership, which while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or
- (v) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or
- (vi) been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

### **Manager**

The ICAV delegates UCITS management company functions to the Manager. The Central Bank UCITS Regulations refer to the “responsible person”, being the party responsible for compliance with the relevant requirements of the Central Bank UCITS Regulations on behalf of an Irish authorised UCITS. The Manager assumes the role of the responsible person for the ICAV.

#### *Management of the ICAV - General*

The Directors control the affairs of the ICAV and have delegated certain of their duties to the Manager, which, in turn, has delegated certain of its duties to the Administrator, the relevant Investment Manager and the Distributor. The Depositary has also been appointed to hold the assets of each Fund. Consequently, all Directors of the ICAV in relation to the ICAV are nonexecutive.

#### *The Manager*

The ICAV has appointed the Manager to act as manager to the ICAV and each Fund with power to delegate one or more of its functions subject to the overall supervision and control of the ICAV. The Manager is a private limited company and was incorporated in Ireland on 10 November 2003 under the registration number 377914 and has been authorised by the Central Bank to act as a UCITS management company and to carry on the business of providing management and related administration services to UCITS collective investment schemes. The Manager’s parent company is Carne Global Financial Services Limited, a company incorporated in Ireland with limited liability.

The Manager is responsible for the general management and administration of the ICAV’s affairs and for ensuring compliance with the Central Bank UCITS Regulations, including investment and reinvestment of each Fund’s assets, having regard to the investment objective and policies of each Fund. However, pursuant to the Administration Agreement, the Manager has delegated certain of its administration and transfer agency functions in respect of each Fund to the Administrator.

The Manager has delegated certain management functions in respect of each Fund to the Investment Manager, the Distributor and the Administrator.

The directors of the Manager are:

**Neil Clifford (nationality: Irish – Irish resident)** is a Director with the Carne Group. He is an experienced Irish-based investment professional and fund director with wide experience of the governance and operations of alternative investments at the institutional level, including infrastructure and private equity funds. He has also had experience as an equity fund manager and is a qualified risk management professional. Neil joined the Manager in October 2014 from Irish Life Investment

Managers (“ILIM”) (April 2006 – September 2014), where he was head of alternative investments. He also supervised ILIM’s illiquid investments in private equity and infrastructure, including acting as an independent director on a number of investment companies. He began his career with Irish Life as a sector-focused equity fund manager. Prior to this, Neil was a senior equity analyst for Goodbody Stockbrokers (September 2000 - April 2006) in Dublin. He has also worked as an engineer with a number of leading engineering and telecoms firms in Ireland. Neil has a bachelor of electrical engineering from University College Cork and a master of business administration from the Smurfit School of Business, University College, Dublin. He is a chartered alternative investment analyst and a financial risk manager (FRM – Global Association of Risk Professionals).

**Teddy Otto (nationality: German – Irish resident)** is a Principal with the Carne Group. He specialises mainly in product development, fund establishment and risk management. Before joining the Manager, Mr. Otto was employed by the Allianz / Dresdner Bank group in Ireland for six years. During this time, he acted as head of fund operations, head of product management and was appointed as a director of the Irish management company for Allianz Global Investors and a range of Irish and Cayman domiciled investment companies. He had previously held senior positions in the areas of market data and custody at Deutsche International (Ireland) Limited and worked in the investment banking division of Deutsche Bank, Frankfurt. He spent over six years at DeutscheBank group. Prior to that, he was employed with Bankgesellschaft Berlin for two years. Mr. Otto holds a degree in business administration from Technische Universität Berlin.

**Michael Bishop (nationality: British – U.K. resident)** was with UBS Global Asset Management (U.K.) Ltd. (1990 – 2011) holding executive director and then managing director positions and was responsible for the development and management of the U.K. business’s range of investment funds. His areas of expertise include U.K. open-ended investment companies, unit trusts, unit linked funds and Irish, Cayman Islands, Channel Islands and other investment structures. He was a director of and responsible for the launch of UBS Global Asset Management Life Ltd. and UBS (Ireland) plc. Mr. Bishop has designed and launched products catering for all capabilities including equities, fixed income and alternative strategies. He has also been responsible for service provider appointment and management, as well as holding senior accounting and managerial roles with other financial services companies including Flemings and Tyndall. He has served on a number of the Investment Management Association’s committees, industry forums and consultation groups specialising in U.K. and international regulation, product development and taxation. Mr. Bishop is a Fellow of the Association of Chartered Certified Accountants. Since retiring in 2011, he has been involved with various charities.

**Sarah Murphy (nationality: Irish – Irish resident)** is a Director of Oversight at Carne, with a particular focus on the governance and operations of management companies and fund platforms. She currently acts as a Director and Chief Operations Officer of Carne’s management companies in addition to serving on the boards of Carne’s UCITS and QIAIF platforms. Sarah is primarily responsible for leading the execution of the firm’s management companies’ operations, which collectively oversee more than \$100bn in assets. She began her career at Carne as a business manager where she was tasked with leading the launch and development of a number of the firm’s corporate services businesses.

Prior to joining Carne, Sarah held a number of senior management roles in BDO Ireland’s corporate services business. During this period, Sarah was responsible for providing advisory services to a broad range of domestic and international clients in relation to corporate governance and company law issues associated with acquisitions, disposals and company re-organisations.

Sarah is a Fellow of the Institute of Chartered Secretaries and Administrators and is currently completing the Chartered Alternative Investment Analyst certification.

**David McGowan (nationality: Irish – Irish resident)** joined Carne as the Global Chief Operating Officer in October 2019. David has over 15 years’ experience in building and managing complex operations teams across a variety of industries. David has responsibility for a multitude of operational

functions across a number of business lines across the Carne Group. As part of David's remit within Carne Group, he is responsible for ensuring that the most appropriate operating model is in place for the Manager's regulatory environment as the Manager grows in terms of assets under management, number of funds under management and number of delegate arrangements.

In David's role prior to joining Carne, he served as a Director of Global Business Services with LinkedIn leading a number of global business lines, including heading up functions of over 400 full time employees with global accountability for relationship management and management operating systems implementation. Prior to his role with LinkedIn, David was a Director of Global Business Services with Accenture Plc providing domain and analytical support for outsourced relationships in EMEA and project implementation across a number of areas including Customer Success and Sales.

David holds a BSc in Supply Chain Management and Logistics from the Aston University Manchester.

**Elizabeth Beazley (nationality: Irish – Irish resident)** is a Director with the Carne Group specialising in corporate governance, product development, financial reporting and fund oversight for both mutual and hedge funds. Elizabeth has a 20-year track record in financial services. As Group Chief of Staff for Carne Group, Elizabeth works on various strategic projects within the Executive Committee and oversees the Global Onboarding team at Carne which is responsible for overseeing a team project managing the establishment of UCITS and AIFs and several third-party management companies covering service provider selection, governance, documentation drafting and operational set-up.

Elizabeth currently acts as Director on a number of funds/management companies. Prior to joining Carne, Elizabeth spent four years with AIB/BNY Fund Management in Ireland, and before that worked for HSBC. Elizabeth has been a member of various industry working groups including the Technical committee and the ETF committee and currently sits on the Irish Funds' Management Company working group. She graduated with a Bachelor of Commerce from University College Cork and has a Masters' degree in Business Studies from the Smurfit Graduate School of Business. Elizabeth is a member of the Association of Chartered Certified Accountants.

The Secretary of the Manager is Carne Global Financial Services Limited.

#### *Remuneration Policy*

The Manager has remuneration policies and practices in place consistent with the requirements of the Central Bank UCITS Regulations and the ESMA Guidelines on sound remuneration policies under the UCITS Directive ("ESMA Remuneration Guidelines"). The Manager will procure that any delegate, including the Investment Manager, to whom such requirements also apply pursuant to the ESMA Remuneration Guidelines will have equivalent remuneration policies and practices in place.

The remuneration policy reflects the Manager's objective for good corporate governance, promotes sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profile of the Funds or the Instrument. It is also aligned with the investment objectives of each Fund and includes measures to avoid conflicts of interest. The remuneration policy is reviewed on an annual basis (or more frequently, if required) by the board of directors of the Manager, to ensure that the overall remuneration system operates as intended and that the remuneration pay-outs are appropriate. This review will also ensure that the remuneration policy reflects best practice guidelines and regulatory requirements, as may be amended from time to time.

Details of the up-to-date remuneration policy of the Manager (including, but not limited to: (i) a description of how remuneration and benefits are calculated; (ii) the identities of persons responsible for awarding the remuneration and benefits; and (iii) the composition of the remuneration committee, where such a committee exists) will be available by means of a website <http://www.carnegroup.com/policies-and-procedures/> and a paper copy will be made available to Shareholders free of charge upon request.

## Investment Manager

The Manager has appointed the Investment Manager to provide discretionary investment management, marketing and advisory services in relation to the ICAV. The Manager has also appointed the Investment Manager to act as Distributor to the ICAV. The Investment Manager is authorised in Malta by the Malta Financial Services Authority (the "MFSA") to provide investment management, advisory and distribution services to clients.

## Administrator

The Manager has appointed Brown Brothers Harriman Fund Administration Services (Ireland) Limited as administrator and registrar of the ICAV pursuant to the Administration Agreement with responsibility for the day to day administration of the ICAV's affairs. The responsibilities of the Administrator include share registration and transfer agency services, valuation of the ICAV's assets and calculation of the Net Asset Value per Share and the preparation of the ICAV's semi-annual and annual reports.

The Administrator is a private limited company incorporated in Ireland on 29 March 1995 (under registration number 231236) and has a paid up share capital of USD 700,000. Its registered office is at the address specified in the Directory. The Administrator's principal business is the provision of fund administration, accounting, registration, transfer agency and related shareholder services to collective investment schemes and investment funds.

## Depositary

The ICAV has appointed Brown Brothers Harriman Trustee Services (Ireland) Limited as depositary of all of its assets pursuant to the Depositary Agreement.

The Depositary is a limited liability company incorporated in Ireland on 29 March 1995, under registration number 231235 and has issued and paid up share capital of USD 1.5 million. The Depositary is a wholly owned subsidiary of Brown Brothers Harriman & Co., incorporated under the laws of the State of New York. The Depositary's registered office is at the address specified in the Directory. Its principal business is the provision of custodial and trustee services, including the provision of corporate trustee services for collective investment schemes.

The Depositary is obliged, inter alia, to ensure that the issue and repurchase of Shares in the Fund is carried out in accordance with the relevant legislation and the Instrument. The Depositary will carry out the instructions of the Director unless they conflict with the UCITS Regulations or the Instrument. The Depositary is also obliged to enquire into the conduct of the ICAV in each financial year and report thereon to the Shareholders.

The Depositary has power to delegate the whole or any part of its custodial functions but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. In order for the Depositary to discharge its responsibility the Depositary must exercise care and diligence in the selection of such sub-custodians as safekeeping agents so as to ensure they have and maintain the expertise, competence and standing appropriate to discharge their responsibilities as sub-custodians. The Depositary must maintain an appropriate level of supervision over sub-custodians and make appropriate enquiries, periodically, to confirm that their obligations continue to be competently discharged. A list of the Depositary's sub-custodians is included in Appendix IV to this Prospectus.

The Depositary shall carry out functions in respect of the ICAV including but not limited to the following:

- (a) the Depositary shall hold in custody all financial instruments capable of being registered or held in a financial instruments account opened in the Depositary's books and all financial instruments capable of being physically delivered to the Depositary;
- (b) the Depositary shall verify the ICAV's ownership of all any assets (other than those referred to in (a) above) and maintain and keep up-to-date a record of such assets it is satisfied are owned by the ICAV;
- (c) the Depositary shall ensure effective and proper monitoring of the ICAV's cash flows;
- (d) the Depositary shall be responsible for certain oversight obligations in respect of the ICAV – see "Summary of Oversight Obligations" below.

Duties and functions in relation to (c) and (d) above may not be delegated by the Depositary.

Summary of Oversight Obligations:

The Depositary is obliged to ensure, among other things, that:

- (i) the sale, issue, redemption and cancellation of Shares effected on behalf of the ICAV are carried out in accordance with the UCITS Regulations, the conditions imposed by the Central Bank and the Instrument;
- (ii) the value of Shares is calculated in accordance with the UCITS Regulations and the Instrument;
- (iii) in transactions involving the ICAV's assets, any consideration is remitted to it within time limits which are acceptable market practice in the context of a particular transaction;
- (iv) the ICAV and each Fund's income is applied in accordance with the UCITS Regulations and the Instrument;
- (v) the instructions of the ICAV are carried out unless they conflict with the UCITS Regulations or the Instrument; and
- (vi) it has enquired into the conduct of the ICAV in each Accounting Period and reports thereon to the Shareholders. The Depositary's report will be delivered to the ICAV in good time to enable the Directors to include a copy of the report in the annual report of each Fund. The Depositary's report will state whether in the Depositary's opinion each Fund has been managed in that period:
  - (A) in accordance with the limitations imposed on the investment and borrowing powers of the Fund imposed by the Instrument and/or the Central Bank under the powers granted to the Central Bank under the UCITS Regulations; and
  - (B) otherwise in accordance with the provisions of the UCITS Regulations and the Instrument.

If the ICAV has not complied with (A) or (B) above, the Depositary will state why this is the case and will outline the steps that the Depositary has taken to rectify the situation. The duties provided for above may not be delegated by the Depositary to a third party.

In discharging its role, the Depositary shall act honestly, fairly, professionally, independently and in the interests of the ICAV and the Shareholders.

Up-to-date information on (i) the Depositary, (ii) its duties, (iii) the conflicts of interest which may arise and (iv) a description of any safekeeping function delegated by the Depositary, the list of any such delegates and any conflicts of interest that may arise from such a delegation shall be made available to shareholders on request.

### **Distributors**

The Manager has appointed the Distributor as distributor of Shares in the ICAV pursuant to the Amended and Restated Investment Management and Distribution Agreement. The Distributor has authority to delegate some or all of its duties as distributor to sub-distributors in accordance with the requirements of the Central Bank.

The ICAV and the Manager may appoint further distributors to distribute Shares in the ICAV and the fees and expenses of any such distributors will be at normal commercial rates and may be borne by the ICAV or the Fund in respect of which the distributor has been appointed.

### **Paying Agents/Representatives**

The Manager may appoint paying agents/representatives/distributors/correspondent banks (“Paying Agents”) to facilitate the distribution of the Shares of any Fund in any country. Local laws in EEA Countries may require the appointment of Paying Agents and the maintenance of accounts by such Paying Agents through which subscription and redemption monies or dividends may be paid. Shareholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or dividends via an intermediate entity rather than directly to or from the Depositary (e.g. a Paying Agent in a 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 ICAV or the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant Shareholder. Fees and expenses of Paying Agents appointed by the ICAV or a Fund which will be at normal commercial rates may be borne by the ICAV or the Fund in respect of which a Paying Agent has been appointed.

Country supplements dealing with matters pertaining to Shareholders in jurisdictions in which Paying Agents are appointed may be prepared for circulation to such Shareholders and, if so, a summary of the material provisions of the agreements appointing the Paying Agents will be included in the relevant country supplements.

Where the fees and expenses payable to Paying Agents appointed by the ICAV are to be borne by the ICAV or a Fund of the ICAV, they will be payable only from the Net Asset Value attributable to the Class(es) all Shareholders of which are entitled to avail of the services of the Paying Agent.

### **Conflict of Interest**

The Investment Manager, and any appointees of the ICAV, the Manager, the Depositary and the Administrator, their affiliates, officers and shareholders (collectively “the parties”) are or may be involved in other financial, investment and professional activities or transactions which may on occasion involve or cause a potential or actual conflict of interest with the investment management and operation of the ICAV. These include management of other funds, purchases and sales of securities, investment and management counselling, brokerage services and serving as directors, officers, advisers or agents of other funds and accounts or other companies, including companies in which the ICAV may invest. In particular, the Investment Manager is involved in advising and managing other investment funds which may have similar or overlapping investment objectives to or with the ICAV. **When allocating investment opportunities, the Investment Manager will ensure that all such investments will be allocated in a fair and equitable manner.** Each of the parties will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they may have and that any conflicts which may arise will be resolved fairly. The

Directors will use reasonable endeavours to ensure that any conflict of interest is resolved fairly and in the best interests of Shareholders.

### **Portfolio Transactions and Investment Manager's Share Dealing**

The Investment Manager, the Manager, the Depositary, the Administrator and any entity related to the Investment Manager, the Manager, the Administrator or the Depositary may:

- (i) become the owner of Shares and hold, dispose or otherwise deal with Shares; or
- (ii) deal in property of any description on that person's individual account notwithstanding the fact that property of that description is included in the property of the ICAV; or
- (iii) act as principal or agent in the sale or purchase of property to or from the Depositary for the account of the ICAV without that person having to account to any other such person, to the Shareholders or to any of them for any profits or benefits made by or derived from or in connection with any such transaction, provided that such transactions are in the best interests of Shareholders and are carried out as if effected on normal commercial terms negotiated at arm's length; and
  - (a) a certified valuation of such transaction by a person approved by the Depositary (or in the case of a transaction with the Depositary, an entity approved by the Directors) as independent and competent has been obtained, or
  - (b) such transaction has been executed on best terms on and under the rules of an organised investment exchange, or
  - (c) where (a) and (b) are not practical, such transaction has been executed on terms which the Depositary is (or in the case of a transaction with the Depositary, the Directors are) satisfied conform with the principle that such transactions be carried out as if effected on normal commercial terms negotiated at arm's length and in the best interest of Shareholders.

The Depositary, or the ICAV in the case of transactions involving the Depositary, will document how it complies with (a), (b) or (c) immediately above. Where transactions are conducted in accordance with sub-paragraph (c), the Depositary, or the ICAV in the case of transactions involving the Depositary, must document its rationale for being satisfied that the transaction conformed to the requirements in the first paragraph of this section.

### **Soft Commissions**

The Investment Manager or its delegate, the Depositary and the Administrator (the "Parties" and each a "Party") may effect transactions through the agency of another person with whom the Party has an arrangement under which the party acting in agency will from time to time provide or procure the Party goods and services and other benefits such as research and advisory services and computer hardware associated with special software, for example, the nature of which is such that their provision shall assist in the provision of investment services to a Fund as a whole and which no direct payment is made but instead the Party undertakes to place business with that party. In any event the execution of transactions will be on the basis of best execution standards and brokerage rates will not be in excess of customary institutional rates. Details of such soft commission arrangements will be disclosed in the periodic report of the Fund.

### **Cash/Commission Rebates and Fee Sharing**

Where the Investment Manager, or any of its delegates, successfully negotiates the recapture of a portion of the commissions charged by brokers or dealers in connection with the purchase and/or sale

of securities, financial derivative instruments or techniques and instruments for the ICAV or a Fund, the rebated commission shall be paid to the ICAV or the relevant Fund as the case may be.



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## FEES AND EXPENSES

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### **Investment Manager's Fees**

The Investment Manager shall be entitled to receive out of the assets of one or more Funds an annual fee in respect of such Fund or Funds or in respect of each Class of any such Fund, accrued daily and payable monthly in arrears at an agreed annual percentage rate of the Net Asset Value (before deduction of fees, expenses, borrowings and interest) of such Fund or Class as set out in the relevant Supplement. The Investment Manager shall be entitled to be reimbursed by the ICAV for reasonable out of pocket expenses incurred by it.

In addition, the Investment Manager may be entitled to a performance fee based on the performance of any Fund as may be described in the relevant Supplement.

### **Manager's Fees**

The Manager shall be paid a fee by the ICAV, out of the assets of the relevant Fund, calculated and accrued on each Dealing Day and payable monthly in arrears, of an amount up to 0.05% of the Net Asset Value of the ICAV (plus VAT, if any), subject to an annual minimum fee up to €225,000 (plus VAT, if any). The Manager is also entitled to receive out of the assets of the Fund reasonable and properly vouched expenses.

### **Administrator's Fees**

The Administrator shall be entitled to receive out of the assets of each Fund an annual fee, accrued daily and payable monthly in arrears at an agreed annual percentage rate of the Net Asset Value of such Fund as set out in the relevant Supplement. The Administrator may also be entitled to registrar and transfer agency fees and any other fees as may be disclosed in the relevant Supplement.

The Administrator will also be entitled to recover out of pocket expenses (plus VAT thereon, if any) reasonably incurred on behalf of any Fund out of the assets of the relevant Fund on an actual cost basis.

Each Fund will bear its proportion of the fees and expenses of the Administrator.

### **Depositary's Fees**

The Depositary shall be entitled to receive an annual trustee fee in respect of each Fund accrued daily and payable monthly in arrears at an agreed annual percentage rate of the Net Asset Value of such Fund as set out in the relevant Supplement. The Depositary is also entitled to agree upon transaction and cash service charges and to recover properly vouched out-of-pocket expenses out of the assets of the relevant Fund (plus VAT thereon, if any) including expenses of any sub-custodian appointed by it which shall be at normal commercial rates.

Each Fund will bear its proportion of the fees and expenses of the Depositary.

### **Distributors' Fees**

Fees of the Distributor and any further distributors appointed by the Manager on behalf of the ICAV or a Fund will be paid out of the Investment Manger's fees.

### **Paying Agents' Fees**

Fees and expenses of Paying Agents appointed by the Manager on behalf of the ICAV or a Fund which will be at normal commercial rates shall be borne by the ICAV or the Fund in respect of which a Paying Agent has been appointed.

Fees and expenses payable to Paying Agents appointed by the Manager will be payable only from the Net Asset Value attributable to the Class(es) all Shareholders of which are entitled to avail of the services of the Paying Agent.

### **Commissions**

Shareholders may be subject to a sales commission calculated as a percentage of subscription monies as specified in the relevant Supplement subject to a maximum 3% per annum of the Net Asset Value per Share held by Shareholders. Such commission may be charged as a preliminary once off charge or as a contingent deferred sales charge. In the event of a contingent deferred sales charge being applied, an additional redemption fee will not be levied. Details of any sales commission payable shall be specified in the relevant Supplement.

### **Redemption Fee**

Shareholders may be subject to a redemption charge calculated as a percentage of the Net Asset Value per Share as specified in the relevant Supplement subject to a maximum of 3% per annum of the Net Asset Value per Share held by the Shareholders. In the event of a redemption fee being charged, Shareholders should view their investment as medium to long-term.

### **Conversion Fee**

The Instrument authorise the Directors to charge a fee on the conversion of Shares in any Fund to Shares in another Fund up to a maximum of 5% of Net Asset Value of Shares in the original Fund.

### **Anti-Dilution Levy/Duties and Charges**

The Directors, in consultation with the Manager, reserve the right to impose "an anti-dilution levy" representing a provision for market spreads (the difference between the prices at which assets are valued and/or bought or sold), duties and charges and other dealing costs relating to the acquisition or disposal of assets and to preserve the value of the underlying assets of any Fund, in the event of receipt for processing of net subscription or redemption requests for a Fund including subscriptions and/or redemptions which would be effected as a result of requests for conversion from one Fund into another Fund. Any such provision will be added to the price at which Shares will be issued in the case of net subscription requests and deducted from the price at which Shares will be redeemed in the case of net redemption requests including the price of Shares issued or redeemed as a result of requests for conversion. Any such sum will be paid into the account of the relevant Fund. The Investment Manager reserves the right to waive the levy in those instances where it feels that the interests of remaining Shareholders would not be prejudiced by the net subscription or net redemption position.

### **Directors' Fees**

The Instrument authorises the Directors to charge a fee for their services at a rate determined by the Directors. The Directors have determined that the maximum fee per Director shall not exceed €30,000 per annum (excluding VAT, if any). All Directors will be entitled to reimbursement by the ICAV of expenses properly incurred in connection with the business of the ICAV or the discharge of their duties.

## **Establishment Expenses**

All fees and expenses relating to the establishment of the ICAV and the Fund and Classes, including the fees of the ICAV's professional advisers, any establishment fees charged by the Depositary or Administrator and the fees and expenses incurred in listing the Shares of the Fund and Classes established at the date of this Prospectus on a stock exchange and registering them for sale in various markets will be borne by the ICAV.

## **Other Expenses**

The Investment Manager, the Manager, the Depositary and the Administrator are entitled to recover reasonable out-of-pocket expenses (plus value added tax, if any, thereon), incurred in the performance of their duties out of the assets of the ICAV.

The ICAV and where relevant, each Fund, will bear all its operating expenses and fees, including but not limited to:-

- (i) all clerical expenses and stamp duty (other than any payable by an applicant for Shares or a Shareholder) or other tax or duty which may be levied or payable from time to time on or in respect of any Fund or any Class of Shares or on creation, issue or redemption of Shares or any Class of Shares or arising in any other circumstance;
- (ii) all fiscal and purchase or fiscal and sale charges arising on any acquisition or disposal of investments;
- (iii) all expenses incurred in relation to the registration of any investments into and transfer of any investments out of the name of a Fund or the Depositary, or any sub-custodian or their nominees or the holding of any investment or the custody of investments and/or any documents or title thereto (including bank charges, insurance of documents of title against loss in shipment, transit or otherwise) and charges made by the registrar or agents of the Depositary or any sub-custodian for acceptance of documents for safe custody, retention and/or delivery;
- (iv) all expenses incurred in the collection of income and administration of the Funds;
- (v) all costs and expenses of Shareholders' meetings and preparing resolutions of Shareholders;
- (vi) all taxation payable in respect of the holding of or dealings with or income from a Fund relating to that Fund's property and in respect of allocation and distribution of income to Shareholders other than tax of Shareholders or tax withheld on account of Shareholders' tax liability;
- (vii) all commissions, charges, stamp duty, value added tax and other costs and expenses of or incidental to any acquisition, holding, realisation or other dealing in investments of any nature whatsoever and including any foreign exchange options, financial futures or of any other derivative instruments or the provision of cover or margin therefor or in respect thereof or in connection therewith;
- (viii) all stationery, telephone, facsimile, printing, translation and postage costs in connection with the preparation, publication and distribution of the Net Asset Value, any cheques, warrants, tax certificates, statements, accounts and reports made, issued or despatched;
- (ix) all legal and other professional advisory fees, including but not limited to the fees and expenses of the ICAV's auditors and company secretarial fees;

- (x) any statutory fees payable, including any fees payable to the Companies Registration Office, the Central Bank or to any regulatory authority in any country or territory, the costs and expenses (including legal, accountancy and other professional charges and printing costs) incurred in meeting on a continuing basis the notification, registration and other requirements of each such regulatory authority, and any fees and expenses of representatives or facilities agents in any such other country or territory;
- (xi) all fees and costs relating to the listing or de-listing of Shares in any Fund or any Class of Shares on any stock exchange or platform;
- (xii) all fees and costs relating to a scheme of reconstruction and amalgamation (to the extent it has not been agreed that such expenses should be borne by other parties) under which any Fund acquires property; and
- (xiii) any interest on any borrowings of the ICAV;
- (xiv) all expenses and fees relating to any marketing material, services, advertisements and the distribution of the ICAV and the Shares issued or to be issued, any periodic update of the Prospectus or any other documentation relating to the ICAV;
- (xv) any Directors' insurance premia; and
- (xvi) all costs and expenses incurred by the ICAV, the Funds, the Depositary, the Investment Manager, the Manager, the Administrator and any of their appointees which are permitted by the Instrument (including all set up expenses).

#### **Allocation of Fees and Expenses**

All fees, expenses, duties and charges will be charged to the relevant Fund and within such Fund to the Classes in respect of which they were incurred. Where an expense is not considered by the Directors to be attributable to any one Fund, the expense will normally be allocated to all Funds in proportion to the Net Asset Value of the Funds or attributable to the relevant Class or otherwise on such basis as the Directors deem fair and equitable. The Funds will bear other expenses related to their operation which may vary and affect the total level of expenses within the Funds including, but not limited to, taxes and governmental fees, brokerage fees, commissions and other transaction expenses, costs of borrowing money including interest expenses, establishment costs and extraordinary expenses (such as litigation and indemnification expenses). In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees or expenses on an estimated figure for yearly or other periods in advance and accrue them in equal proportions over any period.

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## SUBSCRIPTION, REDEMPTION AND CONVERSION OF SHARES

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Shares may be issued on any Dealing Day. Shares issued in a Fund or Class will be in registered form and denominated in the Base Currency specified in the relevant Supplement for the relevant Fund or a currency attributable to the particular Class. Shares will have no par value and will first be issued on the first Dealing Day after expiry of the initial offer period specified in the relevant Supplement at the Initial Price as specified in the relevant Supplement. Thereafter Shares shall be issued at the Net Asset Value per Share. Title to Shares will be evidenced by the entering of the investor's name on the ICAV's register of Shareholders and no certificates will be issued. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of original written instructions from the relevant Shareholder.

The Directors may decline to accept any application for Shares without giving any reason and may restrict the ownership of Shares by any person, firm or corporation in certain circumstances including where such ownership would be in breach of any regulatory or legal requirement or might affect the tax status of the ICAV or might result in the ICAV suffering certain disadvantages which it might not otherwise suffer. Any restrictions applicable to a particular Fund or Class shall be specified in the relevant Supplement for such Fund or Class. Any person who holds Shares in contravention of restrictions described herein or, by virtue of his holding, is in breach of the laws and regulations of any applicable jurisdiction or whose holding could, in the opinion of the Directors, cause the ICAV to incur any liability to taxation or to suffer any regulatory, pecuniary legal or material administrative disadvantage which it or the relevant Fund or its Shareholders as a whole might not otherwise have incurred or sustained or otherwise in circumstances which the Directors believe might be prejudicial to the interests of the Shareholders, shall indemnify the ICAV, the Investment Manager, the Manager, the Depositary, the Administrator and Shareholders for any loss suffered by it or them as a result of such person or persons acquiring or holding Shares in the ICAV.

The Directors have power under the Instrument to compulsorily redeem and/or cancel any Shares held or beneficially owned in contravention of any restrictions imposed by them or in breach of any law or regulation.

As a general matter, the Shares will not be issued or transferred to any U.S. Person. However, the Directors may authorise the offer and sale of Shares to U.S. Persons at their discretion, if such offers and sales may be made without registration of the Shares under the 1933 Act pursuant to an applicable exemption. In no event will any Shares be publicly offered in the United States.

Each U.S. Person who seeks to purchase Shares pursuant to an applicable exemption from the 1933 Act will be required to represent that it is an "Accredited Investor" as such term is defined in Rule 501(a) of the 1933 Act, and if applicable, a "Qualified Purchaser" as such term is defined in section 2(a)(51) of the 1940 Act and the rules promulgated thereunder.

Shares purchased by U.S. Persons may not be transferred to any other U.S. Person without the prior consent of the Directors. The Directors will only consent if the proposed transfer is made pursuant to an available exemption from the registration requirements of the 1933 Act and, depending on the Fund's exemption under the 1940 Act, either the transfer will not result in more than 100 U.S. Persons becoming beneficial owners of the Shares for purposes of the 1940 Act or the proposed transferee is a "Qualified Purchaser" as defined under section 2(a)(51) of the 1940 Act.

The Directors will seek reasonable assurances that such offer or sale of the Shares or any subsequent transfer of Shares does not violate United States securities laws (for example, the registration requirements under the 1933 Act and the prohibition on public offerings by non-United States investment companies contained in the 1940 Act), or the CEA or result in adverse tax consequences to the ICAV or the non-United States Shareholders.

Each investor (and each proposed transferee) who is a U.S. Person will be required to provide such other representations, warranties or documentation as may be requested by the ICAV or the Directors to ensure that these requirements are met prior to the issue or transfer of any Shares.

None of the ICAV, the Investment Manager, the Manager, the Administrator or the Depositary or any of their respective directors, officers, employees or agents will be responsible or liable for the authenticity of instructions from Shareholders reasonably believed to be genuine and shall not be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorised or fraudulent instructions. The Administrator shall, however, employ reasonable procedures to confirm that instructions are genuine.

### **Application for Shares**

Applications for Shares may be made to the Administrator (whose details are set out in the Application Form). Applications received by the Administrator prior to the Dealing Deadline for any Dealing Day, or by an intermediary approved by the Directors for such purpose, provided such intermediary confirms to the Administrator that such Applications were received prior to the Dealing Deadline, will be processed on that Dealing Day. Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day, unless the Directors in their absolute discretion, in exceptional circumstances, otherwise determine to accept one or more applications received after the Dealing Deadline for processing on that Dealing Day, provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day.

Initial applications should be made by providing an original signed Application Form but may, if the Directors so determine, be made by facsimile subject to prompt transmission to the Administrator of the original signed Application Form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the Directors or their delegate. Subsequent applications to purchase Shares following the initial subscription may be made to the Administrator by facsimile without a requirement to submit original documentation and such applications should contain such information as may be specified from time to time by the Directors or their delegate. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of original written instructions or electronic instructions from the relevant Shareholder.

The terms and conditions applicable to an application for the issue of Shares in a Fund or Class and the Initial Price thereof together with subscription and settlement details and procedures and the time for receipt of applications will be specified in the Supplement for the relevant Fund or Class. Application Forms may be obtained from the Administrator. The Minimum Subscription and Minimum Holding for Shares are set out in the Supplement for each Fund.

Subscription monies received by the relevant Fund in advance of the issues of Shares will be held in a cash account in the name of the ICAV and will be treated as an asset of the relevant Fund upon receipt and will not benefit from the application of any investor money protection rules. In such circumstances, Shareholders will be unsecured creditors of the relevant Fund with respect to the amount subscribed and held by the ICAV until such Shares are issued. In the event of an insolvency of the relevant Fund or the ICAV, there is no guarantee that the relevant Fund or the ICAV will have sufficient funds to pay unsecured creditors in full.

Measures aimed at the prevention of money laundering may require a detailed verification of the investor's identity. Depending on the circumstances of each application, a detailed verification might not be required where (i) the investor makes payment from an account held in the investor's name at a recognised financial institution or (ii) the application is made through a recognised intermediary. These exceptions will only apply if the financial institution or intermediary referred to above is located within a country recognised in Ireland as having equivalent anti-money laundering regulations or satisfies other applicable conditions. By way of example an individual may be required to produce a

copy of a passport or identification card together with evidence of his/her address such as a utility bill or bank statement and date of birth. In the case of corporate investors, such measures may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and resident and business address of all directors.

The Administrator, the Manager and the ICAV each reserves the right to request such information as is necessary to verify the identity of an investor. In the event of delay or failure by the investor to produce any information required for verification purposes, the Administrator or the ICAV may refuse to accept the application and subscription monies. The Administrator on behalf of the ICAV may reject any application in whole or in part without giving any reason for such rejection in which event the subscription monies or any balance thereof will be returned without interest, expenses or compensation to the applicant by transfer to the applicant's designated account or by post at the applicant's risk.

#### *Fractions*

Subscription monies representing less than the subscription price for a Share will not be returned to the investor. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than 0.001 of a Share.

Subscription monies, representing less than 0.001 of a Share will not be returned to the investor but will be retained by the ICAV in order to defray administration costs as the cost of returning subscription monies to investors will outweigh the value of the monies to be returned.

#### *Method of Payment*

Subscription payments net of all bank charges should be paid by CHAPS, SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form enclosed with the Supplement for the relevant Fund. Other methods of payment are subject to the prior approval of the Directors. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

#### *Currency of Payment*

Subscription monies are payable in the currency denomination of the relevant Share Class as set out in the Supplement for the relevant Fund. However, the ICAV may accept payment in such other currencies as the Directors may agree at the prevailing exchange rate quoted by the Administrator. The cost and risk of converting currency will be borne by the investor.

#### *Confirmation of Ownership*

Written confirmation of each purchase of Shares and of the entry on the ICAV's register of Shareholders will be sent to Shareholders within 72 hours of the purchase being made. Title to Shares will be evidenced by the entering of the investor's name on the ICAV's register of Shareholders and no certificates will be issued.

#### *Subscriptions in Specie*

In accordance with the provisions of the Instrument, the Directors may allot Shares in any Fund or Class on such terms that settlement shall be made by the vesting in the ICAV of assets that qualify as investments of the relevant Fund in accordance with its investment objectives, policies and restrictions.

Assets transferred for the purposes of settlement shall be vested in the Depository or arrangements shall be made to vest the assets with the Depository.

The Depository shall be satisfied that the terms of any exchange will not be such as are likely to result in any material prejudice to the existing Shareholders of the relevant Fund.

Any exchange of assets shall be effected upon the terms that the number of Shares issued shall not exceed the number which would have been issued for cash against payment of a sum equal to the value of the investments concerned calculated in accordance with the procedures for the valuation of the assets of the ICAV.

#### *Data Protection Information*

Prospective investors should note that, by virtue of making an investment in the ICAV and the associated interactions with the ICAV, its affiliates, service providers, agents and delegates (including completing the Application Form, and the recording of electronic communications or phone calls where applicable), or by virtue of providing the ICAV with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), such individuals will provide the ICAV, its affiliates, service providers, agents and delegates with certain personal information which constitutes personal data within the meaning of the applicable data protection laws, including, from 25 May 2018, the General Data Protection Regulation.

The ICAV has prepared a privacy notice which provides further information about how the ICAV collects, uses and protects individuals' personal data. The ICAV's privacy notice is available on the website <http://heptagon-capital.com/> and in the Application Form.

#### **Redemption of Shares**

Requests for the redemption of Shares should be made to the Administrator (whose details are set out in the Application Form) on behalf of the ICAV by facsimile or written communication and should be followed by an original signed Redemption Form and include such information as may be specified from time to time by the Directors or their delegate. Requests for redemption received prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day, unless the Directors in their absolute discretion, in exceptional circumstances, determine otherwise provided that such redemption request(s) have been received prior to the Valuation Point for the particular Dealing Day. Redemption requests will only be accepted for processing where cleared funds and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. No redemption payment will be made from an investor's holding until the original Application Form and all documentation required by or on behalf of the ICAV (including any documents in connection with anti-money laundering procedures) have been received from the investor and the anti-money laundering procedures have been completed. Redemption requests can be processed on receipt of electronic instructions only where payment is made to the account of record.

Shareholders may redeem their Shares on and with effect from any Dealing Day at the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day in accordance with the procedures specified in the relevant Supplement (save during any period when the calculation of Net Asset Value is suspended). The minimum value of Shares which may be redeemed in any one redemption transaction is specified in the relevant Supplement for each Fund or Class. If the redemption of part only of a Shareholder's shareholding would leave the Shareholder holding less than the Minimum Holding for the relevant Fund, the Directors or their delegates may, if it thinks fit, redeem the whole of that Shareholder's holding.



Shares will not receive or be credited with any dividend declared on or after the Dealing Day on which they were redeemed.

Redeeming Shareholders will cease to be Shareholders with regard to the redeemed Shares and will be unsecured creditors of the relevant Fund from the relevant Dealing Day on which Shares are redeemed. In the event of an insolvency of the relevant Fund or the ICAV, there is no guarantee that the relevant Fund or the ICAV will have sufficient funds to pay unsecured creditors in full.

If the number of Shares to be redeemed on any Dealing Day equals one tenth or more of the total number of Shares of a Fund in issue on that day the Directors or their delegate may at their discretion refuse to redeem any Shares in excess of one tenth of the total number of Shares in issue as aforesaid and, if they so refuse, the requests for redemption on such Dealing Day shall be reduced pro rata and Shares which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all Shares to which the original request related have been redeemed.

#### *Method of Payment*

Redemption payments will be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator. Redemption orders will be processed on receipt of faxed instructions and only where payment is made to the account of record of a Shareholder.

#### *Currency of Payment*

Shareholders will normally be repaid in the currency denomination of the relevant class as set out in the Supplement for the relevant Fund. If, however, a Shareholder requests to be repaid in any other freely convertible currency, the necessary foreign exchange transaction may be arranged by the Administrator (at its discretion) on behalf of and for the account, risk and expense of the Shareholder.

#### *Withdrawal of Redemption Requests*

Requests for redemption may not be withdrawn save with the written consent of the ICAV or its authorised agent or in the event of suspension of calculation of the Net Asset Value of the relevant Fund.

#### *Redemption in Specie*

The Directors may at their discretion, with the consent of the redeeming Shareholders, satisfy any request for redemption of Shares by the transfer in specie to those Shareholders of assets of the relevant Fund having a value equal to the redemption price for the Shares redeemed as if the redemption proceeds were paid in cash less any redemption charge and other expenses of the transfer provided that any such Shareholder shall be entitled to request the sale of any asset or assets proposed to be redeemed in specie and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. In the case of redemption in specie, asset allocation will be subject to the approval of the Depository. If such request for redemption represents 5% or more of the Net Asset Value of the relevant Fund, Directors have the sole discretion on behalf to the ICAV to determine to provide redemption in specie. In such circumstances, the ICAV shall sell, if requested by the redeeming Shareholder, any assets proposed to be redeemed in specie and will distribute to such Shareholder of the cash proceeds of such sale, the costs of which shall be borne by the relevant Shareholder.

#### *Compulsory Redemption of Shares/Deduction of Tax*

Shareholders are required to notify the Administrator through whom Shares have been purchased immediately if they become U.S. Persons or persons who are otherwise subject to restrictions on

ownership imposed by the Directors and such Shareholders may be required to redeem or transfer their Shares. The ICAV may redeem any Shares which are or become owned, directly or indirectly, by or for the benefit of any person in breach of any restrictions on ownership as described herein from or if the holding of Shares by any person is unlawful or is likely to result or results in any tax, legal, regulatory, pecuniary or material administrative disadvantage to the ICAV, Shareholders as a whole or the relevant Fund or by any person who holds less than the Minimum Holding or does not supply any information or declaration required under the Instrument within seven days of a request to do so. Similarly, the ICAV may redeem a Shareholder's Shares where a Shareholder fails to supply satisfactory anti-money laundering, or related documentation, to the ICAV or Administrator when requested. Monies from such redemption may not be returned to a Shareholder until such time as satisfactory anti-money laundering verification documentation and information is received by the ICAV or the Administrator. Settlement of any compulsory redemption for failure to supply satisfactory anti-money laundering or related documentation will be effected by depositing the redemption monies or proceeds of sale in a bank pending payment to the Shareholder, subject to receipt of satisfactory anti-money laundering or related documentation as requested by the ICAV or the Administrator. The costs of any such redemption and maintenance of any such bank account shall be borne by the Shareholder and may be deducted from the proceeds of the relevant redemption. Any such redemption will be effected on a Dealing Day at the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day on which the Shares are to be redeemed. The ICAV may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Shares by a Shareholder including any interest or penalties payable thereon. The attention of investors is drawn to the section of the Prospectus entitled "Taxation" which details circumstances in which the ICAV shall be entitled to deduct from payments to Shareholders who are resident or ordinarily resident in Ireland amounts in respect of liability to Irish taxation including any penalties and interest thereon and/or compulsorily redeem Shares to discharge such liability. Relevant Shareholders will indemnify and keep the ICAV indemnified against loss arising to the ICAV by reason of the ICAV becoming liable to account for tax on the happening of an event giving rise to a charge to taxation.

#### *Total Redemption of Shares*

All of the Shares of any Class or any Fund may be redeemed:

- (a) on the giving by the ICAV of not less than four nor more than twelve weeks' notice expiring on a Dealing Day to Shareholders of its intention to redeem such Shares; or
- (b) if the holders of 75% in value of the relevant Class or Fund resolve at a meeting of the Shareholders duly convened and held that such Shares should be redeemed.

#### **Conversion of Shares**

Subject to the Minimum Subscription and Minimum Holding of the relevant Fund or Classes, Shareholders may convert some or all of their Shares in one Fund or Class ("the Original Fund") to Shares in another Fund or Class or another Class in the same Fund ("the New Fund") in accordance with the formula and procedures specified below. Applications for conversion of Shares should be made to the Administrator by facsimile or written communication and should include such information as may be specified from time to time by the Directors or their delegate. Requests for conversion should be received prior to the earlier of the Dealing Deadline for redemptions in the Original Fund and the Dealing Deadline for subscriptions in the New Fund. Any applications received after such time will be dealt with on the next Dealing Day which is a Dealing Day for the relevant Fund, unless the Directors in their absolute discretion otherwise determine provided always that any such application has been received prior to the relevant Valuation Point. Conversion requests will only be accepted where cleared funds and completed documents are in place from original subscriptions.

Where a conversion request would result in a Shareholder holding a number of Shares of either the Original Fund or the New Fund which would be less than the Minimum Holding for the relevant Fund,

the ICAV or its delegate may, if it thinks fit, convert the whole of the holding in the Original Fund to Shares in the New Fund or refuse to effect any conversion from the Original Fund.

Fractions of Shares which shall not be less than 0.001 of a Share may be issued by the ICAV on conversion where the value of Shares converted from the Original Fund are not sufficient to purchase an integral number of Shares in the New Fund and any balance representing less than 0.001 of a Share will be retained by the ICAV in order to defray administration costs.

The number of Shares of the New Fund to be issued will be calculated in accordance with the following formula:-

$$S = \frac{(R \times NAV \times ER) - F}{SP}$$

where

S is the number of Shares of the New Fund to be allotted.

R is the number of Shares in the Original Fund to be redeemed.

NAV is the Net Asset Value per Share of the Original Fund at the Valuation Point on the relevant Dealing Day.

ER is the currency conversion factor (if any) as determined by the Administrator.

F is the conversion fee (if any) of up to 5% of the Net Asset Value of the Shares to be issued in the New Fund.

SP is the Net Asset Value per Share of the New Fund at the Valuation Point on the relevant Dealing Day.

#### *Conversion Fee*

It is not the current intention of the Directors to charge a conversion fee. The Directors are empowered to charge a conversion fee of up to 5% of the Net Asset Value per Share to be issued in the Fund into which conversion has been requested and may exercise their discretion in this respect on the giving of one month's notice to Shareholders.

#### *Withdrawal of Conversion Requests*

Conversion requests may not be withdrawn save with the written consent of the ICAV or its authorised agent or in the event of a suspension of calculation of the Net Asset Value of the Fund(s) in respect of which the conversion request was made.

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## CALCULATION OF NET ASSET VALUE

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The Net Asset Value of each Fund or, if there are different Classes within a Fund, each Class, will be calculated by the Administrator as at the Valuation Point on or with respect to each Dealing Day in accordance with the Instrument. The Net Asset Value of a Fund shall be determined as at the Valuation Point for the relevant Dealing Day by valuing the assets of the relevant Fund (including income accrued but not collected) and deducting the liabilities of the relevant Fund (including a provision for duties and charges, accrued expenses and fees and other liabilities). The Net Asset Value attributable to a Class shall be determined as at the Valuation Point for the relevant Dealing Day by calculating that portion of the Net Asset Value of the relevant Fund attributable to the relevant Class subject to adjustment to take account of assets and/or liabilities attributable to the Class. The Net Asset Value of a Fund will be expressed in the Base Currency of the Fund and in such other currency as the Directors may determine either generally or in relation to a particular Class.

In calculating the Net Asset Value per Share on any Dealing Day when there are net subscriptions/redemptions, the Net Asset Value per Share may be adjusted by adding/deducting, as the case may be, an anti-dilution levy to cover dealing costs and to preserve the value of the underlying assets of a Fund.

The Net Asset Value per Share shall be calculated as at the Valuation Point on or with respect to each Dealing Day by dividing the Net Asset Value of the relevant Fund or attributable to a Class by the total number of Shares in issue or deemed to be in issue in the Fund or Class at the relevant Valuation Point and rounding the resulting total to 4 decimal places or in respect of specific Classes or Funds, to such other number of decimal places as may be disclosed in the relevant Supplement.

In determining the Net Asset Value of the ICAV and each Fund:-

- (a) Securities which are quoted, listed or traded on a Recognised Market will, save as hereinafter provided at (d) - (h) below, be valued at the last traded price. Where a security is listed or dealt in on more than one Recognised Market the relevant exchange or market shall be the principal stock exchange or market on which the security is listed or dealt. Securities listed or traded on a Recognised Market, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that the Depositary shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.
- (b) The value of any security which is not quoted, listed or dealt in on a Recognised Market or which is so quoted, listed or dealt but for which no such quotation or value is available or the available quotation or value is not representative of the fair market value shall be the probable realisation value as estimated with care and good faith by (i) the Directors or the Manager (ii) a competent person, firm or corporation (including the Investment Manager) appointed by the Directors and approved for the purpose by the Depositary or (iii) any other means provided that the value is approved by the Depositary. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined using matrix methodology compiled by the Directors whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.
- (c) Cash in hand or on deposit will be valued at its nominal value plus accrued interest, where applicable, to the end of the relevant day on which the Valuation Point occurs.

- (d) exchange derivatives shall be valued at the relevant settlement price as determined by the market where the Instrument is traded, and if such settlement price is not available, such value shall be calculated in accordance with (b) above.
- (e) Forward foreign exchange contracts and interest rate swap contracts shall be valued in the same manner as derivatives contracts which are not traded in a regulated market or by reference to freely available market quotations.
- (f) Notwithstanding paragraph (a) above units in collective investment schemes shall be valued at the latest available net asset value per unit or bid price as published by the relevant collective investment scheme.
- (g) In the case of a Fund which is a money market fund, the Directors may value any security using the amortised cost method of valuation in accordance with requirements of the Central Bank (as amended from time to time). The Directors or their delegates shall review or cause a review to take place of deviations between the amortised method of valuation and the market value of securities, in accordance with the Central Bank's guidelines.
- (h) The Directors may value money market instruments having a residual maturity not exceeding three months using the amortised cost method of valuation provided that the instruments have no specific sensitivity to market parameters, including credit risk.
- (i) The Directors or a competent person appointed by the Directors and approved by the Depositary (which may be the Manager) may adjust the value of any investment if having regard to its currency, marketability, applicable interest rates, dealing costs, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.
- (j) Any value expressed otherwise than in the Base Currency of the relevant Fund shall be converted into the Base Currency of the relevant Fund at the exchange rate (whether official or otherwise) which the Directors shall determine to be appropriate.

If the Directors deem it necessary, a specific investment may be valued under an alternative method of valuation that has been approved by the Depositary and the rationale and methodologies shall be cleanly documented.

In the absence of negligence, fraud or wilful default, every decision taken by the Directors or any committee of the Directors or any duly authorised person on behalf of the ICAV in calculating the Net Asset Value of a Fund or Class or the Net Asset Value per Share shall be final and binding on the ICAV and on present, past or future Shareholders.

#### **Publication of Net Asset Value per Share**

When calculated, the Net Asset Value will be published as specified in the section of the Prospectus entitled "The ICAV".

#### **Suspension of Valuation of Assets**

The Directors, in consultation with the Manager, may at any time and from time to time temporarily suspend the determination of the Net Asset Value of any Fund or attributable to a Class and/or the issue, conversion and redemption of Shares in any Fund or Class in the following instances:

- a) during the whole or part of any period (other than for ordinary holidays or customary weekends) when any of the Recognised Markets on which the relevant Fund's investments are quoted, listed, traded or dealt are closed or during which dealings therein are restricted or suspended or trading is suspended or restricted; or

- b) during the whole or part of any period when circumstances outside the control of the Directors exist as a result of which any disposal or valuation of investments of a Fund is not reasonably practicable or would be detrimental to the interests of Shareholders or it is not possible to transfer monies involved in the acquisition or disposal of investments to or from the relevant account of the ICAV; or
- c) during the whole or any part of any period when any breakdown occurs in the means of communication normally employed in determining the value of a Fund's investments; or
- d) during the whole or any part of any period when for any reason the value of any of a Fund's investments cannot be reasonably, promptly or accurately ascertained;
- e) during the whole or any part of any period when subscription proceeds cannot be transmitted to or from the account of any Fund or the ICAV is unable to repatriate funds required for making redemption payments or when such payments cannot, in the opinion of the Directors, be carried out at normal rates of exchange; or
- f) upon mutual agreement between the ICAV and the Depositary for the purpose of winding up the ICAV or terminating any Fund; or
- g) any other reason makes it impossible or impracticable to determine the value of a substantial portion of the Investments or the ICAV or any Fund.

Any suspension of valuation shall be notified to the Central Bank and the Depositary without delay and, in any event, within the same Dealing Day. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

The Central Bank may also require that the ICAV temporarily suspends the determination of the Net Asset Value and/or the issue and redemption of Shares in a Fund if it decides that it is in the best interests of the general public and the Shareholders to do so.

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## TAXATION

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### General

The taxation of income and capital gains of the ICAV and of Shareholders is subject to the fiscal laws and practices of Ireland and other countries in which Shareholders are resident or otherwise subject to tax.

The following summary of certain relevant taxation provisions is based on current law and practice of Ireland and the United States and does not constitute legal or tax advice and is not exhaustive. Prospective investors should consult their own professional advisers on the relevant taxation considerations applicable to the acquisition, holding and disposal of Shares and the receipt of distributions under the laws of their countries of citizenship, residence and domicile.

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

The Directors reserve the right to provide for any potential tax liability on behalf of a Fund by provisioning for and withholding any potential tax payment that is for the account of the Fund. The amount of any provision will be disclosed in the accounts of the Fund. Investors should note that such provision may be excessive or inadequate to meet any actual tax liabilities on investments made by a Fund. Where the provision is in excess of the Funds tax liability, the excess amount will be returned to the Fund.

### Ireland

The Directors have been advised that on the basis the ICAV is Irish Resident and the ICAV is not regarded as an "IREF" (Irish Real Estate Fund) within the meaning of Section 739K of the Taxes Act, the taxation position of the ICAV and the Shareholders is as set out below.

The ICAV will be regarded as Irish Resident if the central management and control of its business is exercised in Ireland and the ICAV is not regarded as resident elsewhere. It is the intention of the Directors that the business of the ICAV will be conducted in such a manner as to ensure that it is Irish Resident.

#### *The ICAV*

Under current Irish law and practice, the ICAV qualifies as an investment undertaking as defined in Section 739B of the Taxes Act. It is not chargeable to Irish tax on its income and gains.

However, tax can arise on the occurrence of a "chargeable event" in the ICAV. A chargeable event includes any distribution payments to Shareholders or the encashment, redemption, cancellation or transfer of Shares or appropriation or cancellation of Shares of a Shareholder by the ICAV for the purposes of meeting the amount of tax payable on a gain arising on a chargeable event. On the expiry of a Relevant Period the investor is deemed to dispose and reacquire their investment in the fund (deemed chargeable event). To the extent that any tax arises on such a deemed chargeable event, such tax is available for credit against the tax liability when the investment in this fund is

ultimately disposed of (see below for further details). If the investment has not increased in value, then no tax will arise on such a deemed chargeable event. A chargeable event does not include: -

- Any transactions (which might otherwise be a chargeable event) in relation to Shares held in a recognised clearing system as designated by order of the Irish Revenue Commissioners;
- An exchange by a Shareholder, effected by way of an arm's length bargain where no payment is made to the Shareholder, of Shares in the ICAV for other Shares in the ICAV;
- Payments or gains arising to the Courts Service. However, in the event that the Courts Service allocates payments or gains arising from the ICAV to the beneficial owners, the Courts Service (rather than the ICAV) will be required to account for tax on such chargeable events;
- An exchange of Shares arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the ICAV with another investment undertaking;
- An exchange of Shares arising on a scheme of amalgamation (within the meaning of Section 739D(8C) of the Taxes Act), subject to certain conditions;
- An exchange of Shares arising on a scheme of migration and amalgamation (within the meaning of Section 739D(8D) of the Taxes Act), subject to certain conditions; or
- A transfer by a Shareholder of the entitlement to a Share where the transfer is between spouses or civil partners and former spouses or former civil partners, subject to certain conditions.

No tax will arise to the ICAV in respect of chargeable events in respect of a Shareholder who is a Foreign Person at the time of the chargeable event provided that a Relevant Declaration is in place and the ICAV is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of a Relevant Declaration, there is a presumption that the investor is a Taxable Irish Person.

Where the ICAV is obliged to account for tax on chargeable events the rate of tax of 25% will apply to distributions or other payments where the Shareholder is a company and where the Shareholder is not a company, at the rate of 41%. A rate of 25% applies to all other chargeable events where the Shareholder is a company and where the Shareholder is not a company, a rate of 41% applies.

If the ICAV becomes liable to account for tax upon the occurrence of a chargeable event, the ICAV will be entitled to deduct from the payment arising on a chargeable event, an amount equal to the appropriate tax and/or where applicable, to appropriate or cancel such number of Shares held by the Shareholder or the beneficial owner of the Shares as are required to meet the amount of tax. Where the mechanism used for the collection of tax on a chargeable event requires the appropriation by the ICAV of Shares, a sufficient number of Shares will be cancelled to meet the tax due on the initial chargeable event and also on the Shares appropriated. The relevant Shareholder shall indemnify and keep the ICAV indemnified against loss arising to the ICAV by reason of the ICAV becoming liable to account for tax on the happening of a chargeable event if no such deduction, appropriation or cancellation has been made.

Dividends received by the ICAV from investment in Irish equities may be subject to Irish dividend withholding tax at the standard rate of income tax (currently 20%). However, the ICAV can make a declaration (under Schedule 2A of the Taxes Act) to the payer that it is an investment undertaking (within the meaning of section 739B of the Taxes Act), beneficially entitled to the dividends which will entitle the ICAV to receive such dividends without deduction of Irish dividend withholding tax.

Please see the "Shareholders" sections below dealing with certain tax consequences upon the happening of a chargeable event for the ICAV in respect of: -



- (i) Shareholders who are Foreign Persons; and
- (ii) Shareholders who are either Irish Resident or Ordinarily Resident in Ireland.

## **Shareholders**

### **Shares held in a Recognised Clearing System**

Any payments to a Shareholder as a distribution or on any encashment, redemption, cancellation or transfer of Shares held in a recognised clearing system will not give rise to a chargeable event in the ICAV. Thus the ICAV will not have to deduct any Irish tax on such payments. However, Shareholders who are Irish Resident Shareholders, or who are not Irish Resident Shareholders but whose Shares are attributable to a branch or agency in Ireland, may still have a liability (on a self-assessment basis) to account for Irish tax on a distribution or encashment, redemption or transfer of their Shares.

To the extent any Shares are not held in a Recognised Clearing System at the time of a chargeable event, the following tax consequences will arise on the occasion of a chargeable event.

### **Shares not held in a Recognised Clearing System**

#### *Shareholders who are Foreign Persons*

The ICAV will not have to deduct tax on the occasion of a chargeable event in respect of a Shareholder if the Shareholder is a Foreign Person and the Shareholder has made a Relevant Declaration to that effect to the ICAV and the ICAV is not in possession of any information that would reasonably suggest that the information contained therein is no longer materially correct. In the absence of a Relevant Declaration, tax will arise on the happening of a chargeable event in the ICAV as if the Shareholder were a Taxable Irish Person. The appropriate tax that will be deducted is described below.

To the extent that a Shareholder is acting as an Intermediary on behalf of a Foreign Person, no tax will have to be deducted by the ICAV on the occasion of a chargeable event provided that the Intermediary has made a Relevant Declaration that it is acting on behalf of such persons and the ICAV is not in possession of any information that would reasonably suggest that the information contained therein is no longer materially correct.

Shareholders who are Foreign Persons and who have made the Relevant Declarations in respect of which the ICAV is not in possession of any information that would reasonably suggest that the information contained therein is no longer materially correct or the ICAV is in possession of a written notice of approval from the Revenue Commissioners to the effect that Section 739D(7) of the Taxes Act is deemed to have been complied with in respect of the Shareholder and that approval has not been withdrawn, will not be liable to Irish tax in respect of income from their Shares and gains made in the disposal of their Shares. However, any corporate Shareholder who is not Irish Resident and which holds Shares directly or indirectly for or on behalf of a trading branch or agency in Ireland will be liable to Irish tax on distributions from the Shares or gains made on encashment, redemption, transfer or deemed disposal of the Shares.

#### *Refunds*

Where tax is withheld by the ICAV on the basis that no Relevant Declaration has been filed with the ICAV by the Shareholder Irish legislation provides for a refund of tax only to companies within the charge to Irish corporation tax, to certain incapacitated persons and in certain other limited circumstances. Refunds of tax will only be permitted in the following circumstances:

- (i) The appropriate tax has been correctly returned by the ICAV and within one year of making of the return the ICAV can prove to the satisfaction of the Revenue Commissioners that it is just and reasonable for such tax which has been paid to be repaid to the ICAV.
- (ii) Where a claim is made for a refund of Irish tax under Section 189, 189A and 192 of the Taxes Act (relieving provisions relating to incapacitated persons, trusts in relation thereto and persons incapacitated as a result of drugs containing thalidomide) the income received will be treated as net income chargeable to tax under Case III of Schedule D of the Taxes Act from which tax has been deducted.
- (iii) Where an Irish Resident company is within the charge to tax on a relevant payment from the ICAV and tax has been deducted by the ICAV from such a payment, then such tax can be offset against the Irish corporation tax assessable on the Shareholder, with any excess being reclaimable.

#### *Shareholders who are Taxable Irish Persons*

Tax at a rate of 25% will be required to be deducted by the ICAV from a distribution or other payment made to a corporate Shareholder who is a Taxable Irish Person, provided such a corporate Shareholder has made a declaration to that effect to the ICAV and included its Irish tax reference number. Where the Shareholder is not a company, tax at a rate of 41% will be required to be deducted by the ICAV from a distribution or other payment. Similarly, tax at a rate of 25% will have to be deducted by the ICAV on any other payment or gain arising to a corporate Shareholder on an encashment, redemption, transfer or deemed disposal of Shares. Where the Shareholder is not a company, tax at a rate of 41% will be required to be deducted by the ICAV on any other distribution or other payment or on any gain arising on an encashment, redemption, transfer or deemed disposal of Shares.

Irish Resident corporate Shareholders who are in receipt of distributions (where payments are made annually or at more frequent intervals) from which tax has been deducted will be treated as having received an annual payment chargeable to tax under Case IV of Schedule D of the Taxes Act from which tax at a rate of 25% has been deducted. Such Shareholders may also be liable to tax on foreign currency gains on the acquisition cost of Shares outlined below. Irish Resident corporate Shareholders who are in receipt of payments (other than distributions which are made annually or at more frequent intervals) from which tax has been deducted will not be subject to further Irish tax on such payments.

In general, Irish Resident corporate Shareholders whose Shares are held in connection with a trade will be taxable on any income or gains as part of that trade (at the standard rate of Irish corporation tax of 12.5%) with a set-off against corporation tax payable for any tax deducted by the ICAV.

In general, Irish Resident non-Corporate Shareholders will not be subject to further Irish tax on income from their Shares or gains made on disposal of Shares where tax has been deducted by the ICAV on payments received.

Any Shareholder who is Irish Resident or Ordinarily Resident in Ireland and receives a payment from which tax has not been deducted by the ICAV may be liable to income tax or corporation tax on that payment. However, where the payment is in respect of the cancellation, redemption, repurchase or transfer of Shares, such income shall be reduced by the amount of consideration in money or monies worth by the Shareholder for the acquisition of the Shares. Such Shareholders may also be liable to tax on foreign currency gains as outlined below.

Where Shares are denominated in a currency other than Euro, certain Irish Resident Shareholders and Shareholders who are Ordinarily Resident in Ireland will be liable to tax on chargeable gains (currently at a rate of 33%) on the exchange difference between the foreign currency and the Euro for the duration of the Shareholding period. The amount of the gain is calculated by comparing the

foreign currency cost of the Shares at the Euro rate of exchange on the date of acquisition, with the foreign currency cost of the Shares at the Euro exchange rate on the date of disposal. Foreign Persons would only be liable to this charge if the Shares are held for the purpose of a trade carried on through a branch or agency in Ireland.

As stated above, the ending of a Relevant Period is also considered a chargeable event for Shareholders who are Taxable Irish Persons in respect of Shares held by them in the ICAV. Such Shareholders (both companies and individuals) will be deemed to have disposed of their Shares ("deemed disposal") at the expiration of that Relevant Period and will be charged to tax at either 25% or 41% on any deemed gain (calculated without the benefit or indexation relief) accruing to them based on the increased value (if any) of the Shares since purchase or since the ending of the previous Relevant Period, whichever is later. The ICAV has the option of electing to value the Shares at bi-annual dates (meaning 30 June or 31 December prior to the date of the deemed disposal) rather than at the date of the deemed disposal itself.

Where less than 10% of the net asset value of Shares in the ICAV is held by Taxable Irish Persons, the ICAV may elect not to deduct tax in respect of that deemed disposal of Shares in the ICAV and elect to the Irish Revenue Commissioners to report annually certain details of Shareholders who are Taxable Irish Persons. Such Taxable Irish Persons will therefore be required to return any gain and account for appropriate tax on the deemed disposal directly to the Irish Revenue Commissioners on a self-assessment basis. Shareholders should contact the ICAV to ascertain whether the ICAV has made such an election in order to establish their responsibility to account to the Irish Revenue Commissioners for any Relevant Period. In the case of Shares held in a recognised clearing system, the Shareholders may have to account for the appropriate tax arising at the end of a Relevant Period on a self-assessment basis.

Where less than 15% of the net asset value of the Shares in the ICAV is held by Taxable Irish Persons, the ICAV may elect not to repay Shareholders any overpaid tax and as such Shareholders must obtain a repayment of any overpaid tax directly from the Irish Revenue Commissioners. On the basis that such an election is made, the ICAV will notify the Shareholder that the ICAV has made an election and the ICAV will provide the Shareholders with the necessary information to enable the claim to be made by the Shareholders to the Revenue Commissioners.

For the purposes of calculating if any further tax arises on a subsequent chargeable event (other than chargeable events arising from the ending of a subsequent Relevant Period or distribution payment), the preceding deemed disposal is initially ignored and the appropriate tax calculated as normal. Upon calculation of this tax, credit is immediately given against this tax for any tax paid as a result of the preceding deemed disposal. Where the tax arising on the subsequent chargeable event is greater than that which arose on the preceding deemed disposal, the ICAV will refund the Shareholder for the excess provided (i) the Shareholder has provided the ICAV with a declaration confirming that the subsequent chargeable event is effected for bona fide reasons and does not form part of any transaction of which the main purpose or one of the main purposes is the recovery of the tax arising on the preceding deemed disposal and (ii) the ICAV is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

#### *Shareholders who are Exempt Irish Investors*

No Irish tax will be required to be deducted by the ICAV upon the occurrence of a chargeable event where the Shareholder is an Exempt Irish Investor and a Relevant Declaration has been provided to the ICAV. Such Shareholders may however have a liability (on a self-assessment basis) to account for Irish tax on any distribution or other payment or upon any gain on encashment, redemption or transfer of their Shares. The Relevant Declaration includes an undertaking to notify the ICAV if the information given in the declaration is no longer valid. A Shareholder who comes within the definition of an Exempt Irish Investor but who has not provided a valid declaration will be treated by the ICAV in all respects as if it was a Taxable Irish Person.

### *Personal Portfolio Investment Undertakings*

There are special provisions regarding the taxation of Irish Resident individuals or individuals who are Ordinarily Resident in Ireland who hold shares in investment undertakings which are personal portfolio investment undertakings (PPIUs). Broadly speaking, an investment undertaking will be considered a PPIU in relation to a specific investor where that investor can influence the selection of some or all of the property held by the investment undertaking either directly or through persons acting on behalf of or connected to the investor. Depending on an individual's circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will only be a PPIU in respect of those individuals who can "influence" selection. Any gain arising on a chargeable event in relation to an investment undertaking which is a PPIU in respect of an individual will be taxed at the rate of 60% (80% where details of the payment/disposal are not correctly included in the individual's tax returns). Specific exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking.

### *Shareholder Reporting*

Pursuant to Section 891C of the Taxes Acts and the Return of Values (Investment Undertakings) Regulations 2013, the ICAV is obliged to report certain details in relation to Shares held by investors to the Revenue Commissioners on an annual basis. The details to be reported include the name, address and date of birth in the case of an individual, and the value of the Shares held by, a Shareholder. In respect of Shares acquired on or after 1 January 2014, the details to be reported also include the tax reference number of the Shareholder (being an Irish tax reference number or VAT registration number, or in case of an individual, the individual's PPS number) or, in the absence of a tax reference number a marker indicating that this was not provided. No details are to be reported in respect of Shareholders who are (a) Exempt Irish Investors, (b) Foreign Persons, or (c) Shareholders whose Shares are held in a recognised clearing system.

### **Stamp Duty**

No stamp duty is payable in Ireland on the issue, transfer, repurchase or redemption of Shares in the ICAV. Where any subscription for or redemption of Shares is satisfied by the *in specie* transfer of securities, property or other types of assets, Irish stamp duty may arise on the transfer of such assets.

No Irish stamp duty will be payable by the ICAV on the conveyance or transfer of stock or marketable securities provided that the stock or marketable securities in question have not been issued by a company registered in Ireland and provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property or to any stocks or marketable securities of a company (other than a company which is a collective investment undertaking within the meaning of Section 739B of the Taxes Act) which is registered in Ireland.

### **Capital Acquisitions Tax**

The disposal of Shares may be subject to Irish gift or inheritance tax (Capital Acquisitions Tax). However, provided that the ICAV falls within the definition of investment undertaking (within the meaning of Section 739B of the Taxes Act), the disposal of Shares by a Shareholder is not liable to Capital Acquisitions Tax provided that (a) at the date of the gift or inheritance, the donee or successor is neither Irish domiciled nor Irish Resident nor Ordinarily Resident in Ireland; (b) at the date of the disposition, either the Shareholder disposing of the Shares is neither Irish domiciled nor Irish Resident nor Ordinarily Resident in Ireland or the disposition is not subject to Irish law; and (c) the Shares are comprised in the gift or inheritance at the date of such gift or inheritance and at the valuation date.

With regard to Irish tax residency for Capital Acquisitions Tax purposes, special rules apply for non-Irish domiciled persons. A non-Irish domiciled donee or disponent will not be deemed to be Irish Resident or Ordinarily Resident in Ireland at the relevant date unless:

- i) that person has been Irish Resident for the 5 consecutive years of assessment immediately preceding the year of assessment in which that date falls; and
- ii) that person is either Irish Resident or Ordinarily Resident in Ireland on that date.

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

The CRS is a global OECD tax information exchange initiative aimed at encouraging a coordinated approach to disclosure of income earned by individuals and organisations. The main objective of the CRS is to provide for the annual automatic exchange of certain financial account information between relevant tax authorities of participating jurisdictions. Ireland has provided for the implementation of CRS through Sections 891C and 891G of the Taxes Acts and the enactment of the CRS Regulations.

Accordingly, the ICAV is required to collect and provide certain information to the Irish Revenue Commissioners about tax arrangements of Shareholders (and, in particular situations, in relation to relevant Controlling Persons of such Shareholders). 'Controlling Persons' for these purposes generally means the natural persons who exercise control over an entity. The ICAV, or a person appointed by the ICAV, will request and obtain the relevant information required under CRS its Shareholders or beneficial owners of any such account holders. The ICAV, or a person appointed by the ICAV, will report the information required to the Irish Revenue Commissioners by 30 June in the year following the year of assessment for which a return is due. Irish The Revenue Commissioners will share the appropriate information with the relevant tax authorities in participating jurisdictions. Ireland introduced CRS Regulations in December 2015 and implementation of CRS among early adopting countries (including Ireland) occurred with effect from 1 January 2016.

### ***US Foreign Account Tax Compliance Act***

The ICAV is also required to comply with U.S. reporting and withholding requirements "Foreign Account Tax Compliance Act" provisions, FATCA, and the Intergovernmental Agreement ("IGA") entered into by Ireland and the US in this context.

The IGA provides for the automatic reporting and exchange of information in relation to accounts held in Irish "financial institutions" by U.S. persons and the reciprocal exchange of information regarding U.S. financial accounts held by Irish Residents. The ICAV will be subject to these rules. Complying with such requirements will require the ICAV to request and obtain certain information and documentation from its Shareholders, other account holders and (where applicable) the beneficial owners of its Shareholders and to provide any information and documentation indicating direct or indirect ownership by U.S. persons to the competent authorities in Ireland. Shareholders and other account holders will be required to comply with these requirements, and non-complying Shareholders may be subject to compulsory redemption and/or U.S. withholding tax of 30% on withholdable payments and/or other monetary penalties.

The IGA provides that Irish financial institutions will report to the Irish Revenue Commissioners in respect of U.S. account-holders and, in exchange, U.S. financial institutions will be required to report to the IRS in respect of any Irish resident account-holders. The two tax authorities will then automatically exchange this information on an annual basis.

The Directors on behalf of the ICAV (and/or any of its duly appointed agents) shall be entitled to require Shareholders to provide information regarding their tax status, identity or residency in order to satisfy any reporting requirements which the ICAV may have as a result of the IGA or any legislation promulgated in connection with the IGA and Shareholders will be deemed, by their subscription for or

holding of Shares to have authorised the automatic disclosure of such information by the ICAV or any other person to the relevant tax authorities.

Shareholders can obtain more information on the ICAV's tax reporting obligations on the website of the Irish Revenue Commissioners (which is available at: <http://www.revenue.ie/en/business/aeoi/index.html>) or the following link in the case of CRS only: <http://www.oecd.org/tax/automatic-exchange/>.

## **U.S. Federal Income Tax Considerations**

A general discussion of certain material aspects of the taxation of the ICAV and its Shareholders under the tax laws of the United States is summarized below. This summary is based on the assumption that the ICAV is owned, managed and operated as contemplated, including that the ICAV's sole activities in the United States are effecting transactions in stocks, securities, commodities or derivatives and that the ICAV is not a dealer in stocks, securities, commodities or derivatives. This summary is based on the current provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the U.S. Federal Income Tax Regulations promulgated thereunder (the "Treasury Regulations"), administrative rulings, court cases, and other applicable law, but no representation is made or intended by the ICAV (i) that changes in such laws or their application or interpretation will not be made in the future (possibly with retroactive effect) or (ii) that the U.S. Internal Revenue Service (the "IRS"), the courts or other fiscal authorities will agree with the interpretation described below as applied to the method of operation of the ICAV. The ICAV has not sought a ruling from the IRS or any other agency with respect to any of the tax issues affecting the ICAV, nor has it obtained an opinion of counsel with respect to any tax issues affecting the ICAV.

Except where noted, this summary deals only with Shares held as capital assets by a beneficial owner that is the initial holder of such Shares. This summary does not address the U.S. federal income tax consequences applicable to any Shareholder that is a "United States person" within the meaning of Section 7701(a)(30) of the Code. Further, except as otherwise discussed below, this summary does not address any U.S. federal income tax consequences that may result upon the application of any tax treaty between the United States and Ireland or any other foreign government. This summary does not discuss all of the U.S. federal income tax consequences that may be relevant to the ICAV or a Shareholder in light of its particular circumstances, and does not discuss state and/or local taxation within the United States. Persons interested in investing in Shares should consult with their own independent tax advisors with respect to the tax consequences, including the U.S. income tax consequences, if any, to them of the purchase, holding, redemption, sale or transfer of the Shares.

### *The ICAV*

The ICAV generally should not be subject to taxation by the United States on income or gain realized by it from its trading activities (except as described below), provided that the ICAV is not engaged, and is not deemed to be engaged, in a U.S. trade or business to which income or gain is treated as being "effectively connected" (and if required by an applicable income tax treaty, attributable to a U.S. permanent establishment or fixed base). Generally speaking, mere portfolio investment activities (as opposed to similar, but less passive, trading or dealing activities) are not normally capable of being characterized as a U.S. trade or business under U.S. federal income tax principles. Moreover, the Code and the Treasury Regulations contain certain safe harbors that, if satisfied, exempt trading activities of a Person that is not a United States person (within the meaning of Section 7701(a)(30) of the Code) in stocks and securities, commodities and derivatives from characterization as being engaged in a U.S. trade or business. However, income from the disposition of a "United States real property interest" held directly or indirectly by the ICAV would be treated as income that is "effectively connected" with a U.S. trade or business. A "United States real property interest" includes interests in U.S. real property as well as the stock of any corporation, such as the stock or securities of certain Real Estate Investment Trusts, that holds sufficient interests in U.S. real property to be considered a "United States real property holding company" under the Code. Further, certain direct or indirect

investments by the ICAV that do not qualify under the above mentioned stock and securities, commodities and derivatives trading safe harbors could also result in the ICAV being characterized as being engaged in a U.S. trade or business for U.S. federal income tax purposes.

The ICAV expects that its trading activities will qualify under the above referenced trading safe harbors and thus will not be treated as being engaged in a U.S. trade or business. However, to the extent the ICAV is treated as engaged in a U.S. trade or business, all or a portion of the ICAV's income "effectively connected" with the conduct of a trade or business within the United States will be subject to U.S. federal income tax (generally at the same tax rates that apply to U.S. corporate taxpayers). In such a case, the ICAV would be required to file a U.S. federal income tax return to report its share of such income and pay U.S. federal income tax at the then applicable highest U.S. corporate tax rate on such income. In addition, the entity generating such "effectively connected" income would be required to withhold, and pay to the U.S. Treasury, an amount equal to 35% (or the then applicable highest U.S. corporate tax rate) of the ICAV's allocable share of effectively connected U.S. trade or business income. Any amount so withheld would be creditable against the ICAV's ultimate U.S. federal income tax liability, and the ICAV would be entitled to a refund to the extent that such withholding tax amounts exceeded the ICAV's U.S. federal income tax liability for that taxable year. In addition, the ICAV's allocable share of any "effectively connected income," net of the amount of U.S. federal income tax previously imposed on such earnings, would be subject to an additional 30% (or potentially at a lower tax treaty rate) U.S. branch profits tax under certain circumstances.

#### *U.S. Withholding and Reporting Requirements*

The ICAV may also be subject to U.S. withholding taxes with respect to dividends and certain interest income earned by the ICAV. Under Section 881 of the Code, a non-U.S. corporation, such as the ICAV, which is not engaged in a U.S. trade or business is still subject to withholding tax at a rate of 30% (or potentially at a lower tax treaty rate) on the gross amount of certain U.S. income of a fixed or determinable annual or periodic nature, including dividends and certain interest income. However, certain types of income are specifically exempted from this 30% withholding tax. This 30% withholding tax does not apply to U.S. source capital gains (whether short-term or long-term) or to interest paid to a non-U.S. corporation on its deposits with U.S. banks.

This 30% withholding tax also does not apply to interest which qualifies as "portfolio interest." In this context, the term "portfolio interest" generally includes interest (including original issue discount) on an obligation in registered form which has been issued after July 18, 1984 and with respect to which the person receives the required statement (typically on an IRS Form W-8) that the beneficial owner of the obligation is not a United States person (within the meaning of Section 7701(a)(30) of the Code). Amounts received on certain equity swaps that are based on a dividend (e.g., dividend equivalent payments) may be treated as a U.S. source payment subject to the 30% withholding tax (or potentially at a lower tax treaty rate). In addition, if any credit default swap is characterized as a contract of insurance or a guarantee, payment received under such credit default swap may be subject to an excise tax or to U.S. withholding tax.

In addition to the U.S. withholding tax regime described above, FATCA generally imposes a 30% U.S. withholding tax on payments to the ICAV of certain types of U.S. source passive income (including U.S. source interest and dividends) and, beginning in 2017, on payments to the ICAV of gross proceeds from the sale or other disposition of instruments producing such income, unless the ICAV enters into an agreement with the IRS (or the Irish Revenue Commissioners, as provided for under the executed intergovernmental agreement between the Irish government and the government of the United States of America (discussed below)) to verify, report and disclose substantial information with respect to U.S. persons that own, directly or indirectly, an interest in the ICAV.

On 21 December 2012, Ireland signed an Intergovernmental Agreement (the "IGA") with the United States to improve international tax compliance and to implement FATCA. Under this agreement, the Irish and U.S. tax authorities have agreed to automatically exchange certain tax 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. The ICAV is likely to be subject to the IGA and the Irish implementing regulations as an Irish financial institution.

The ICAV will endeavour to satisfy any obligations imposed on it to avoid the imposition of this withholding tax.

The ICAV's ability to satisfy its obligations under either an agreement with the IRS or the IGA will depend on each Shareholder in the ICAV providing the ICAV or its delegate with any information, including information concerning the direct or indirect owners of such ICAV, that the ICAV determines is necessary to satisfy such obligations. If the ICAV fails to satisfy such obligations, or if a Shareholder fails to provide the ICAV or its delegate with the necessary information, payments of certain U.S. source income and, beginning in 2017, payments of gross proceeds from the sale or other disposition of property described in the previous paragraphs may be subject to a 30% withholding tax under FATCA. The ICAV may exercise its right to completely redeem a Shareholder (at any time upon any or no notice) that fails to provide the ICAV with the information the ICAV requests to satisfy its obligations under FATCA. To the extent the ICAV does suffer U.S. withholding tax on its investments as a result of FATCA, the Directors may take any action in relation to an investor's investment in the ICAV to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information or to become a participating FFI or qualify as a deemed-compliant FFI for purposes of Section 1471 of the Code, gave rise to the withholding. Shareholders are encouraged to consult with their own tax advisors regarding the possible implications of FATCA on their interest in the ICAV.

#### *Non-U.S. Persons*

Shareholders who are not United States persons (within the meaning of Section 7701(a)(30) of the Code) will not be subject to U.S. federal income tax on an investment in the ICAV unless such investor holds such investment in the conduct of a U.S. trade or business or if such investor is an individual who is in the United States for more than 183 days in the year of a disposition of an interest in the ICAV and certain other conditions are met. As the ICAV will be treated as a corporation for U.S. federal income tax purposes, Shareholders that are not U.S. persons (within the meaning of Section 7701(a)(30) of the Code) will not be required to file a U.S. federal income tax return merely as a result of ownership of an interest in the ICAV.



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## STATUTORY AND GENERAL INFORMATION

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### 1. Incorporation, Registered Office and Share Capital

- (a) The ICAV was incorporated in Ireland on 27 November 2007 as an investment company with variable capital with limited liability under registration number 449786 and was subsequently converted to an Irish Collective Asset-management Vehicle under the ICAV Act on 1 October 2021.
- (b) The registered office of the ICAV is as stated in the Directory at the front of the Prospectus.
- (c) Clause 3 of the Instrument of the ICAV provides that the ICAV's sole object is the collective investment in either or both transferable securities and other liquid financial assets referred to in Regulation 68 of the UCITS Regulations of capital raised from the public and the ICAV operates on the principle of risk spreading.
- (d) The authorised share capital of the ICAV is €2 divided into 2 redeemable non-participating shares of €1.00 each and 500,000,000,000 Shares of no par value. The minimum issued share capital of the ICAV is 2 redeemable non-participating shares of €1.00 each. The maximum issued share capital of the ICAV is 2 redeemable non-participating Shares of €1.00 each and 500,000,000,000 Shares of no par value. Non-participating Shares do not entitle the holders thereof to any dividend and on a winding up entitle the holders thereof to receive the amount paid up thereon but do not otherwise entitle them to participate in the assets of the ICAV. The Directors have the power to allot shares in the capital of the ICAV on such terms and in such manner as they may think fit. There are two non-participating shares currently in issue which were taken by the subscribers to the ICAV and are held by nominees of the ICAV.
- (e) No share capital of the ICAV has been put under option nor has any share capital been agreed (conditionally or unconditionally) to be put under option.

### 2. Variation of Share Rights and Pre-Emption Rights

- (a) The rights attaching to the Shares issued in any Class or Fund may, whether or not the ICAV is being wound up, be varied or abrogated with the consent in writing of the Shareholders of three-quarters of the issued Shares or of that Class or Fund, or with the sanction of an ordinary resolution passed at a general meeting of the Shareholders of that Class or Fund.
- (b) A resolution in writing signed by all the Shareholders and holders of non-participating Shares for the time being entitled to attend and vote on such resolution at a general meeting of the ICAV shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the ICAV duly convened and held and if described as a special resolution shall be deemed to be a special resolution.
- (c) The rights attaching to the Shares shall not be deemed to be varied by the creation, allotment or issue of any further Shares ranking pari passu with Shares already in issue.
- (d) There are no rights of pre-emption upon the issue of Shares in the ICAV.

### 3. Voting Rights

The following rules relating to voting rights apply:-

- (a) Fractions of Shares do not carry voting rights.

- (b) Every Shareholder or holder of non-participating Shares present in person or by proxy who votes on a show of hands shall be entitled to one vote.
- (c) The chairman of a general meeting of a Fund or Class or any Shareholder of a Fund or Class present in person or by proxy at a meeting of a Fund or Class may demand a poll. The chairman of a general meeting of the ICAV or at least two members present in person or by proxy or any Shareholder or Shareholders present in person or by proxy representing at least one tenth of the Shares in issue having the right to vote at such meeting may demand a poll.
- (d) On a poll every Shareholder present in person or by proxy shall be entitled to one vote in respect of each Share held by him and every holder of non-participating Shares shall be entitled to one vote in respect of all non-participating Shares held by him. A Shareholder entitled to more than one vote need not cast all his votes or cast all the votes he uses in the same way.
- (e) Any person (whether a Shareholder or not) may be appointed to act as a proxy; a Shareholder may appoint more than one proxy to attend on the same occasion.
- (f) Any instrument appointing a proxy must be deposited at the registered office, not less than 48 hours before the meeting or at such other place and by such time as is specified in the notice convening the meeting. The Directors may at the expense of the ICAV send by post or otherwise to the Shareholders instruments of proxy (with or without prepaid postage for their return) and may either leave blank the appointment of the proxy or nominate one or more of the Directors or any other person to act as proxy.
- (g) To be passed, ordinary resolutions of the ICAV or of the Shareholders of a particular Fund or Class will require a simple majority of the votes cast by the Shareholders voting in person or by proxy at the meeting at which the resolution is proposed. Special resolutions of the ICAV or of the Shareholders of a particular Fund or Class will require a majority of not less than 75% of the Shareholders present in person or by proxy and voting in general meeting in order to pass a special resolution including a resolution to amend the Instrument.

#### **4. Meetings**

- (a) The Directors may convene extraordinary general meetings of the ICAV at any time. The Directors shall convene an annual general meeting within six months of the end of each Accounting Period.
- (b) Not less than twenty one days' notice of every annual general meeting and any meeting convened for the passing of a special resolution must be given to Shareholders and fourteen days' notice must be given in the case of any other general meeting.
- (c) Two Members present either in person or by proxy shall be a quorum for a general meeting provided that the quorum for a general meeting convened to consider any alteration to the Class rights of Shares shall be two Shareholders holding or representing by proxy at least one third of the issued Shares of the relevant Fund or Class. If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of or by Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same time, day and place in the next week or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum and in the case of a meeting of a Fund or Class convened to consider the variation of rights of Shareholders in such Fund or Class the quorum shall be one Shareholder holding Shares of the Fund or Class in question or his proxy. All general meetings will be held in Ireland.

- (e) The foregoing provisions with respect to the convening and conduct of meetings shall save as otherwise specified with respect to meetings of Funds or Classes and, subject to the Act, have effect with respect to separate meetings of each Fund or Class at which a resolution varying the rights of Shareholders in such Fund or Class is tabled.

## 5. Reports and Accounts

The ICAV will prepare an annual report and audited accounts as of 30 September in each year. The audited annual report and accounts will be published within four months of the ICAV's financial year end and in each case will be supplied to subscribers and shareholders free of charge on request and will be available to the public at the office of the Administrator.

## 6. Communications and Notices to Shareholders

Communications and Notices to Shareholders or the first named of joint Shareholders shall be deemed to have been duly given as follows:

### MEANS OF DISPATCH

### DEEMED RECEIVED

Delivery by Hand:

The day of delivery or next following working day if delivered outside usual business hours.

Post:

48 hours after posting.

Fax:

The day on which a positive transmission receipt is received.

Electronically:

The day on which the electronic transmission has been sent to the electronic information system designated by a Shareholder.

Publication of Notice or Advertisement of Notice:

The day of publication in a daily newspaper circulating in the country or countries where Shares are marketed.

## 7. Transfer of Shares

- (a) Transfers of Shares may be effected in writing in any usual or common form, signed by or on behalf of the transferor and every transfer shall state the full name and address of the transferor and transferee.
- (b) The Directors may from time to time specify a fee for the registration of instruments of transfer provided that the maximum fee may not exceed 5% of the Net Asset Value of the Shares subject to the transfer on the Dealing Day immediately preceding the date of the transfer.

The Directors may decline to register any transfer of Shares if:-

- (i) in consequence of such transfer the transferor or the transferee would hold a number of Shares less than the Minimum Holding;
- (ii) all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer;
- (iii) the instrument of transfer is not deposited at the registered office of the ICAV or such other place as the Directors may reasonably require, accompanied by the

certificate for the Shares to which it relates (if any), such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, such relevant information and declarations as the Directors may reasonably require from the transferee including, without limitation, information and declarations of the type which may be requested from an applicant for Shares in the ICAV and such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer; or

- (iv) they are aware or reasonably believe the transfer would result in the beneficial ownership of such Shares by a person in contravention of any restrictions on ownership described herein or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the ICAV, the relevant Fund or its Shareholders as a whole, including (by way of example and not limitation) any proposed transfers to a US Person that might result in the Fund or the ICAV violating any provisions of the United States federal securities laws.
- (c) The registration of transfers may be suspended for such periods as the Directors may determine provided always that each registration may not be suspended for more than 30 days.

## **8. Directors**

The following is a summary of the principal provisions in the Instrument relating to the Directors:

- (a) Unless otherwise determined by an ordinary resolution of the ICAV in general meeting, the number of Directors shall not be less than two nor more than nine.
- (b) A Director need not be a Shareholder.
- (c) The Instrument contain no provisions requiring Directors to retire on attaining a particular age or to retire on rotation.
- (d) A Director may vote and be counted in the quorum at a meeting to consider the appointment or the fixing or variation of the terms of appointment of any Director to any office or employment with the ICAV or any company in which the ICAV is interested, but a Director may not vote or be counted in the quorum on a resolution concerning his own appointment.
- (e) The Directors for the time being are entitled to such remuneration as may be determined by the Directors and disclosed in the Prospectus and may be reimbursed all reasonable travel, hotel and other expenses incurred in connection with the business of the ICAV or the discharge of their duties and may be entitled to additional remuneration if called upon to perform any special or extra services to or at the request of the ICAV.
- (f) A Director may hold any other office or place of profit under the ICAV, other than the office of Auditor, in conjunction with his office of Director on such terms as to tenure of office or otherwise as the Directors may determine.
- (g) No Director shall be disqualified by his office from contracting with the ICAV as vendor, purchaser or otherwise, nor shall any contract or arrangement entered into by or on behalf of the ICAV in which any Director is in any way interested be liable to be avoided, nor shall any Director who is so interested be liable to account to the ICAV 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, but the nature of his interest must be declared by him at the meeting of the Directors at which the proposal to enter into the contract or agreement is first considered or, if the Director in question was not at the date of that meeting interested in the proposed contract or arrangement, at the next Directors' meeting held after he becomes so

interested. A general notice in writing given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract or arrangement which may thereafter be made with that company or firm is deemed to be a sufficient declaration of interest in relation to any contract or arrangement so made.

- (h) A Director may not vote in respect of any contract or arrangement or any proposal whatsoever in which he has any material interest or a duty which conflicts with the interests of the ICAV and shall not be counted in the quorum at a meeting in relation to any resolution upon which he is debarred from voting unless the Directors resolve otherwise. However, a Director may vote and be counted in quorum in respect of any proposal concerning any other company in which he is interested directly or indirectly, whether as an officer, shareholder, partner, employee, agent or otherwise. A Director may also vote and be counted in the quorum in respect of any proposal concerning an offer of Shares in which he is interested as a participant in an underwriting or sub-underwriting arrangement and may also vote in respect of the giving of any security, guarantee or indemnity in respect of money lent by the Director to the ICAV or in respect of the giving of any security, guarantee or indemnity to a third party in respect of a debt obligation of the ICAV for which the Director has assumed responsibility in whole or in respect of the purchase of directors' and officers' liability insurance.
- (i) The office of a Director shall be vacated in any of the following events namely:-
  - (a) if he resigns his office by notice in writing signed by him and left at the registered office of the ICAV;
  - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - (c) if he becomes of unsound mind;
  - (d) if he is absent from meetings of the Directors for six successive months without leave expressed by a resolution of the Directors and the Directors resolve that his office be vacated;
  - (e) if he ceases to be a Director by virtue of, or becomes prohibited or restricted from being a Director by reason of, an order made under the provisions of any law or enactment;
  - (f) if he is requested by a majority of the other Directors (not being less than two in number) to vacate office; or
  - (g) if he is removed from office by ordinary resolution of the ICAV.

## **9. Directors' Interests**

- (a) None of the Directors has or has had any direct interest in the promotion of the ICAV or in any transaction effected by the ICAV which is unusual in its nature or conditions or is significant to the business of the ICAV up to the date of this Prospectus or in any contracts or arrangements of the ICAV subsisting at the date hereof other than:

Robert Rosenberg is chief operating officer of the Investment Manager and will be considered to be interested in any agreement entered into by the ICAV and the Investment Manager.

Fionán Breathnach is a partner in Simmons & Simmons, the Irish legal advisers to the ICAV.

- (b) No present Director or any connected person has any interests beneficial or non-beneficial in the share capital of the ICAV, other than the Investment Manager's interest in the two redeemable non-participating shares of €1 each in the ICAV.

- (c) None of the Directors has a service contract with the ICAV nor are any such service contracts proposed.
- (d) None of the Directors has: (i) any convictions in relation to indictable offences; or (ii) been bankrupt or the subject of an individual voluntary arrangement, or has had a receiver appointed to any asset of such Director; or (iii) been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or (iv) been a partner of any partnership, which while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or (v) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or (vi) been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

## **10. Winding Up**

- (a) The ICAV may be wound up if:
  - (i) At any time after the first anniversary of the incorporation of the ICAV, the Net Asset Value of the ICAV falls below US\$5 million on each Dealing Day for a period of six consecutive weeks and the Shareholders resolve by ordinary resolution to wind up the ICAV;
  - (ii) Within a period of three months from the date on which (a) the Depositary notifies the ICAV of its desire to retire in accordance with the terms of the Depositary Agreement and has not withdrawn notice of its intention to so retire, (b) the appointment of the Depositary is terminated by the ICAV in accordance with the terms of the Depositary Agreement, or (c) the Depositary ceases to be approved by the Central Bank to act as a custodian and no new Depositary has been appointed, the Directors shall instruct the ICAV's secretary to forthwith convene an extraordinary general meeting of the ICAV at which there shall be proposed an ordinary resolution to wind up the ICAV in accordance with the provisions in the Instrument. Notwithstanding anything set out above, the Depositary's appointment shall only terminate on revocation of the ICAV's authorisation by the Central Bank;
  - (iii) The Shareholders resolve by ordinary resolution that the ICAV by reason of its liabilities cannot continue its business and that it be wound up;
  - (iv) The Shareholders resolve by special resolution to wind up the ICAV.
- (b) In the event of a winding up, the liquidator shall apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims.
- (c) The liquidator shall in relation to the assets available for distribution among Shareholders make such transfers thereof to and from the Funds and/or Classes as may be necessary in order that the effective burden of creditors' claims may be shared between the Shareholders of different Funds and/or Classes in such proportions as the liquidator in his discretion deems equitable.
- (d) The assets available for distribution among the Shareholders shall be applied in the following priority:-

- (i) firstly, in the payment to the Shareholders of each Class or Fund of a sum in the Base Currency (or in any other currency selected and at such rate of exchange as determined by the liquidator) as nearly as possible equal to the Net Asset Value of the Shares of the relevant Class or Fund held by such Shareholders respectively as at the date of commencement of winding up;
  - (ii) secondly, in the payment to the holders of non-participating Shares of sums up to the nominal amount paid up thereon out of the assets of the ICAV not comprised within any Fund provided that if there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets comprised within any of the Funds;
  - (iii) thirdly, in the payment to the Shareholders of each Class or Fund of any balance then remaining in the relevant Fund, in proportion to the number of Shares held in the relevant Class or Fund; and
  - (i) fourthly, any balance then remaining and not attributable to any Fund or Class shall be apportioned between the Funds and Classes pro-rata to the Net Asset Value of each Fund or attributable to each Class immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders pro-rata to the number of Shares in that Fund or Class held by them.
- (e) The liquidator may, with the authority of an ordinary resolution of the ICAV, divide among the Shareholders (pro rata to the value of their respective shareholdings in the ICAV) in specie the whole or any part of the assets of the ICAV and whether or not the assets shall consist of property of a single kind provided that any Shareholder shall be entitled to request the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit and the liquidation of the ICAV may be closed and the ICAV dissolved, provided that no Shareholder shall be compelled to accept any asset in respect of which there is any liability. Further the liquidator may with like authority transfer the whole or part of the assets of the ICAV to a company or collective investment scheme (the "Transferee ICAV") on terms that Shareholders in the ICAV shall receive from the Transferee ICAV Shares or units in the Transferee ICAV of equivalent value to their shareholdings in the ICAV.
- (f) Notwithstanding any other provision contained in the Instrument, should the Directors at any time and in their absolute discretion resolve that it would be in the best interests of the Shareholders to wind up the ICAV, the Secretary shall forthwith at the Directors' request convene an extraordinary general meeting of the ICAV at which there shall be presented a proposal to appoint a liquidator to wind up the ICAV and if so appointed, the liquidator shall distribute the assets of the ICAV in accordance with the Memorandum and Instrument.

## **11. Indemnities and Insurance**

The Directors (including alternates), Secretary and other officers of the ICAV and its former directors and officers shall be indemnified by the ICAV against losses and expenses to which any such person may become liable by reason of any contract entered into or any act or thing done by him as such officer in the discharge of his duties (other than in the case of fraud, negligence or wilful default). The ICAV acting through the Directors is empowered under the Instrument to purchase and maintain for the benefit of persons who are or were at any time Directors or officers of the ICAV insurance against any liability incurred by such persons in respect of any act or omission in the execution of their duties or exercise of their powers.

## 12. General

- (a) As at the date of this Prospectus, the ICAV has no loan capital (including term loans) outstanding or created but unissued nor any mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts, liabilities under acceptances (other than normal trade bills), acceptance credits, finance leases, hire purchase commitments, guarantees, other commitments or contingent liabilities.
- (b) No share or loan capital of the ICAV is subject to an option or is agreed, conditionally or unconditionally, to be made the subject of an option.
- (c) The ICAV does not have, nor has it had since incorporation, any employees.
- (d) The ICAV does not intend to purchase or acquire nor agree to purchase or acquire any property.
- (e) The rights conferred on Shareholders by virtue of their shareholdings are governed by the Instrument, the general law of Ireland and the Act.
- (f) The ICAV is not engaged in any litigation or arbitration and no litigation or claim is known by the Directors to be pending or threatened against the ICAV.
- (g) The ICAV has no subsidiaries.
- (h) Dividends which remain unclaimed for six years from the date on which they become payable will be forfeited. On forfeiture such dividends will become part of the assets of the Fund to which they relate.
- (i) No person has any preferential right to subscribe for any authorised but unissued capital of the ICAV.

## 13. Material Contracts

The following contracts which are or may be material have been entered into otherwise than in the ordinary course of business:-

- (a) *Investment Management and Distribution Agreement* as amended and restated between the ICAV, the Manager and the Investment Manager dated 1 October 2021 under which the Investment Manager was appointed as investment manager of the ICAV's assets subject to the overall supervision of the ICAV. the Investment Manager is also appointed as distributor of the ICAV's Shares subject to the overall supervision of the Directors and the Investment Manager. The Investment Management and Distribution Agreement as amended and restated may be terminated by either party on 3 months' written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice. The Investment Manager has the power to delegate its duties in accordance with the Central Bank's requirements. The Agreement provides that the ICAV shall indemnify the Investment Manager out of the assets of the relevant Fund for any losses suffered by the Investment Manager thereunder, provided that the Investment Manager shall not be indemnified in any case with respect to any matter arising from its failure to exercise due care and diligence in the performance of its obligations and duties hereunder or due to its wilful default, fraud, bad faith or negligence of its obligations and duties thereunder.
- (b) *Management Agreement* between the ICAV and the Manager dated 1 October 2021 under which the Manager is responsible for the general management and administration of the ICAV's affairs, subject to the overall supervision and control of the Directors. Pursuant to the



provisions of the Management Agreement the Manager may delegate one or more of its functions subject to the overall supervision and control of the ICAV.

The Manager shall exercise the due care of a professional UCITS manager in the performance of its duties under the Management Agreement, including with regard to the selection, appointment and monitoring of any delegates and shall use its best endeavours, skill and judgment and all due care in performing its duties and obligations and exercising its rights and authorities under the Management Agreement provided that for the avoidance of any doubt the Manager shall not be liable for any decline in the value of the Investments of the ICAV or any Fund or any part thereof to the extent that such decline results from any investment decision made by the Manager in good faith unless such decision was made negligently, fraudulently, in bad faith or with wilful default.

Neither the Manager nor any of its directors, officers, employees or agents shall be liable for any loss or damage arising directly or indirectly out of or in connection with the performance by the Manager of its obligations and duties under the Management Agreement unless such loss or damage arose out of or in connection with the negligence, wilful default, fraud or bad faith of or by the Manager in the performance of its duties under the Management Agreement.

The ICAV shall, out of the assets of the relevant Fund, shall indemnify and hold harmless the Manager (and each of its directors, officers, employees, delegates and agents) from and against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses (including reasonable legal and professional fees and expenses arising) which may be made or brought against or suffered or incurred by the Manager (or any of its directors, officers, employees, delegates or agents) arising out of or in connection with the performance of its obligations and duties under the Management Agreement in the absence of any negligence, wilful default, fraud or bad faith of or by the Manager in the performance of its duties under the Management Agreement or as otherwise may be required by law.

The Manager may perform any of its duties, obligations and responsibilities under the Management Agreement by or through its directors, officers, servants or agents and shall be entitled to delegate or sub-contract all or any of its functions, powers, discretions, duties and obligations as the Manager under the Management Agreement to any person approved by the Directors and the Central Bank on such terms and conditions as agreed between the ICAV and the Manager, provided that any such delegation or sub-contract shall terminate automatically on the termination of the Management Agreement. The Manager's liability to the ICAV shall not be affected by the fact that the Manager has delegated all or any part of its function set out in the UCITS Regulations and the Central Bank UCITS Regulations to a third party.

The Management Agreement shall continue in full force and effect unless terminated by any party at any time upon ninety (90) days prior written notice to the other party or at any time if any party: (i) commits any material breach of the Agreement or commit persistent breaches of the Agreement which is or are either incapable of remedy or have not been remedied within thirty (30) days of the non-defaulting party serving notice requiring the remedying of the default; (ii) becomes incapable of performing its duties or obligations under the Agreement; (iii) is unable to pay its debts as they fall due or otherwise becomes insolvent or enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; (iv) is the subject of a petition for the appointment of an examiner, administrator, trustee, official assignee or similar officer to it or in respect of its affairs or assets; (v) has a receiver appointed over all or any substantial part of its undertaking, assets or revenues; (vi) is the subject of an effective resolution for the winding up (except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party); (vii) is the subject of a court order for its winding up or liquidation; or (viii) ceases to be appropriately regulated in the jurisdiction of its registered office for the proper performance of the Management Agreement.

- (c) *Administration Agreement* amended and restated between the ICAV, the Manager and the Administrator dated 1 October 2021 under which the latter was appointed as Administrator to manage and administer the affairs of the ICAV, subject to the terms and conditions of the Administration Agreement and subject to the overall supervision of the ICAV. The Administration Agreement may be terminated by either party on 90 days written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice. The Administrator has the power to delegate its duties with the prior approval of the Central Bank. The Agreement provides that the ICAV shall indemnify the Administrator and its authorized delegates or agents against and hold it harmless from any and all losses, claims, damages, liabilities or expenses (including reasonable counsel's fees and expenses), resulting from any act, omission, error or delay or any claim, demand, action or suit, in connection with or arising out of performance of its obligations under the Administration Agreement, provided that the Administrator shall not be indemnified from wilful default, bad faith, fraud or negligence of the Administrator in the performance of such obligations and duties;
- (d) *Depositary Agreement* amended and restated between the ICAV and the Depositary dated 6 October 2016 as amended by an amendment agreement dated 1 October 2021 to add the Manager as a party to the Depositary Agreement, under which the Depositary was appointed as depositary of the ICAV's assets subject to the overall supervision of the Directors. The Depositary Agreement may be terminated by either party on 90 days written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice provided that the Depositary shall continue to act as depositary until a successor depositary approved by the Central Bank is appointed by the ICAV or the ICAV's authorisation by the Central Bank is revoked. The Depositary has the power to delegate its duties but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. The Agreement provides that the ICAV shall indemnify the Depositary against all actions, proceedings, claims, losses, costs, demands and expenses (including legal and professional expenses) brought against or suffered or incurred by the Depositary by reason of its performance of its duties thereunder (otherwise than to the extent that it relates to a loss for which the Depositary is liable to the ICAV).

#### **14. Documents Available for Inspection**

Copies of the following documents, which are available for information only and do not form part of this document, may be inspected at the registered office of the ICAV in Ireland during normal business hours on any Business Day:

- (a) The Instrument (copies may be obtained free of charge from the Administrator).
- (b) The Act and the Notices.
- (c) The material contracts detailed above.
- (d) Once published, the latest annual and half yearly reports of the ICAV (copies of which may be obtained from the Administrator free of charge).
- (e) A list of the directorships and partnerships which the Directors of the ICAV have held in the last 5 years together with an indication as to whether they are still directors or partners.

Copies of the Prospectus may also be obtained by Shareholders from the Administrator.

**APPENDIX I**  
**DEFINITION OF U.S. PERSON**

The ICAV defines “U.S. Person” to include any “U.S. Person” as set forth in Regulation S promulgated under the Securities Act of 1933, as amended (the “1933 Act”).

Regulation S currently provides that:

“U.S. person” means:

- (1) any natural person resident in the United States;
- (2) any partnership or corporation organized or incorporated under the laws of the United States;
- (3) any estate of which any executor or administrator is a U.S. person;
- (4) any trust of which any trustee is a U.S. person;
- (5) any agency or branch of a non-U.S. entity located in the United States;
- (6) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (7) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (8) any partnership or corporation if: (i) organized or incorporated under the laws of any non-U.S. jurisdiction and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts.

“U.S. person” does not include:

- (1) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (2) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if: (i) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate and (ii) the estate is governed by non-U.S. law;
- (3) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (4) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (5) any agency or branch of a U.S. person located outside the United States if: (i) the agency or branch operates for valid business reasons and (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; or

- (6) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

An investor who is considered a “non-U.S. person” under Regulation S may nevertheless be generally subject to income tax under U.S. federal income tax laws. Any such person should consult his or her tax adviser regarding an investment in the Fund.

## APPENDIX II RECOGNISED MARKETS

The following is a list of regulated stock exchanges and markets on which a Fund's investments in securities other than permitted investment in unlisted investments, will be listed or traded and is set out in accordance with the Central Bank's requirements. With the exception of permitted investments in unlisted securities, investment in securities will be restricted to the stock exchanges and markets listed below or as listed in the Supplements to the Prospectus. The Central Bank does not issue a list of approved stock exchanges or markets.

(i) any stock exchange which is:-

- located in any Member State of the European Union; or
- located in any Member State of the European Economic Area (European Union, Norway, Iceland and Liechtenstein) ("EEA")
- located in any of the following countries:-

Australia  
Canada  
Japan  
Hong Kong  
New Zealand  
Switzerland  
United Kingdom  
United States of America

(ii) without restriction in any of the following:-

Argentina	Bolsa de Comercio de Buenos Aires
Argentina	Bolsa de Comercio de Cordoba
Argentina	Mercado Abierto Electronico S.A.
Bahrain	Bahrain Bourse
Bangladesh	Dhaka Stock Exchange
Bermuda	Bermuda Stock Exchange
Botswana	Botswana Stock Exchange
Brazil	Bolsa de Valores do Rio de Janeiro
Brazil	Bolsa de Valores de Sao Paulo
Chile	Bolsa de Comercio de Santiago
Chile	Bolsa Electronica de Chile
China, Peoples' Republic of	Shanghai Securities Exchange
China, Peoples' Republic of	Shenzhen Stock Exchange
Columbia	Bolsa de Valores de Columbia
Costa Rica	Bolsa Nacional de Valores
Egypt	The Egyptian Exchange
Ghana	Ghana Stock Exchange
India	Bangalore Stock Exchange
India	Calcutta Stock Exchange
India	Delhi Stock Exchange
India	The Stock Exchange, Mumbai
India	National Stock Exchange of India
India	Bombay Stock Exchange, Ltd
Indonesia	Bursa Efect Indonesia
Indonesia	Indonesia Stock Exchange
Israel	Tel-Aviv Stock Exchange

Jordan	Amman Stock Exchange
Kazakhstan	Kazakhstan Stock Exchange
Kenya	Nairobi Securities Exchange
Kuwait	Kuwait Stock Exchange
Korea	Korea Stock Exchange
Korea	KOSDAQ
Lebanon	Beirut Stock Exchange
Malaysia	Bursa Malaysia
Mexico	Bolsa Mexicana de Valores
Morocco	Societe de la Bourse des Valeurs de Casablanca
Namibia	Namibian Stock Exchange
Nigeria	Nigerian Stock Exchange
Pakistan	Pakistan Stock Exchange Limited
Peru	Bolsa de Valores de Lima
Philippines	The Philippine Stock Exchange, Inc.
Qatar	Qatar Stock Exchange
Russia	RTS Stock Exchange
Russia	Moscow Interbank Currency Exchange
Singapore	Singapore Exchange
South Africa	JSE Securities Exchange
Sri Lanka	Colombo Stock Exchange
Taiwan (Republic of China)	Taiwan Stock Exchange Corporation
Taiwan (Republic of China)	Gre Tai Securities Market
Thailand	Stock Exchange of Thailand
Turkey	Istanbul Stock Exchange
United Arab Emirates	Abu Dhabi Securities Exchange
United Arab Emirates	Dubai Financial Market
Uruguay	Bolsa Electrónica de Valores del Uruguay S.A.
Venezuela	Venezuela Electronic Stock Exchange
Venezuela	Caracas Stock Exchange
Venezuela	Maracaibo Stock Exchange
Vietnam	Hanoi Stock Exchange
Vietnam	Ho Chi Minh Stock Exchange
West Africa	Bourse Reginale des Valeurs Mobilieres
Zambia	Lusaka Stock Exchange
Zimbabwe	Zimbabwe Stock Exchange

(iii) any of the following markets:-

- the market conducted by the “listed money market institutions”, as described in the FCA publication entitled “The Investment Business Interim Prudential Sourcebook” (which replaces the “Grey Paper”) as amended or revised from time to time;
- AIM - the Alternative Investment Market in the UK, regulated and operated by the London Stock Exchange;
- The over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;
- NASDAQ in the United States;
- The market in U.S. government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York;

- The over-the-counter market in the United States regulated by the National Association of Securities Dealers, Inc. (also described as the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers, Inc. and by banking institutions regulated by the U.S. Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);
  - The French market for Titres de Créances Négociables (over-the-counter market in negotiable debt instruments);
  - the market in Irish Government Bonds conducted by primary dealers recognised by the National Treasury Management Agency of Ireland,
  - EASDAQ (European Association of Securities Dealers Automated Quotation);
  - the over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada;
  - the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;
  - The market organised by the International Capital Markets Association;
  - NASDAQ Europe;
- (iv) For the purposes only of determining the value of the assets of a Fund, the term “Recognised Exchange” shall be deemed to include, in relation to any futures or options contract utilised by a Fund, any organised exchange or market on which such futures or options contracts are regularly traded and may include the following:
- The Chicago Board of Trade;
  - The Chicago Board Options Exchange;
  - The Chicago Mercantile Exchange;
  - Hong Kong Exchanges and Clearing Limited (HKEx);
  - The London International Financial Futures Exchange (LIFFE);
  - Marchè de Options Négociables de Paris (MONEP);
  - MEFF Renta Fija (the Barcelona Futures Exchange);
  - MEFF Renta Variable (the Madrid Futures Exchange);
  - Sydney Futures Exchange;
  - Tokyo International Financial Futures Exchange (TIFFE);
  - EUREX;
  - New York Mercantile Exchange (NYMEX).
- (v) In relation to any exchange traded financial derivatives contract used, any market or exchange on which such contract may be acquired or sold which is referred to in (i), (ii), (iii) or (iv) above, which is in the EEA or which is listed below, is regulated, recognised, operates regularly, and is open to the public:
- International Capital Markets Association;
  - Australian Stock Exchange;
  - EDX London;
  - European Options Exchange;
  - Euronext Amsterdam
  - Eurex Deutschland;
  - Euronext.liffe;

- Euronext Paris;
- Financial Futures and Options Exchange;
- Financiële Termijnmarkt Amsterdam;
- Finnish Options Market;
- Hong Kong Futures Exchange;
- Irish Futures and Option Exchange (IFOX);
- Kansas City Board of Trade;
- Marche a Terme des International de France;
- New Zealand Futures and Options Exchange;
- OMLX The London Securities and Derivatives Exchange Ltd;
- OM Stockholm AB;
- OMX Exchange Helsinki;
- Osaka Securities Exchange;
- Pacific Stock Exchange;
- Philadelphia Board of Trade;
- Singapore International Monetary Exchange;
- Singapore Commodity Exchange;
- Singapore Stock Exchange;
- South Africa Futures Exchange (SAFEX);
- Sydney Futures Exchange;
- Toronto Futures Exchange.



**APPENDIX III  
INVESTMENT AND BORROWING RESTRICTIONS**

**1 Permitted Investments**

Investments of a UCITS are confined to:

- 1.1 Transferable securities and money market instruments, which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
- 1.2 Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
- 1.3 Money market instruments, as defined in the UCITS Regulations, other than those dealt on a regulated market.
- 1.4 Units of UCITS.
- 1.5 Units of non-UCITS.
- 1.6 Deposits with credit institutions.
- 1.7 Financial derivative instruments.

**2 Investment Restrictions**

- 2.1 A UCITS may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.
- 2.2 A UCITS may invest no more than 10% of net assets in recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by the UCITS in certain U.S. securities known as Rule 144A securities provided that:
  - the securities are issued with an undertaking to register with the U.S. Securities and Exchanges Commission within one year of issue; and
  - the securities are not illiquid securities i.e. they may be realised by the UCITS within seven days at the price, or approximately at the price, at which they are valued by the UCITS.
- 2.3 A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
- 2.4 Subject to the prior approval of the Central Bank the limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a UCITS invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the UCITS.

- 2.5 The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
- 2.6 The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
- 2.7 A UCITS may not invest more than 20% of net assets in deposits made with the same credit institution.

Deposits with any one credit institution, other than:

- a credit institution authorised in the EEA (European Union Member States, Norway, Iceland, Liechtenstein);
- a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States); or
- a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand held as ancillary liquidity, must not exceed 10% of net assets.

This limit may be raised to 20% in the case of deposits made with the trustee/custodian.

- 2.8 The risk exposure of a UCITS to a counterparty to an over-the-counter (“OTC”) derivative may not exceed 5% of net assets.

This limit is raised to 10% in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand

- 2.9 Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:

- investments in transferable securities or money market instruments;
- deposits; and/or
- counterparty risk exposures arising from OTC derivatives transactions.

- 2.10 The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.

- 2.11 Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.

- 2.12 A UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members,

**The individual issuers must be listed in the prospectus and may be drawn from the following list:**

OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, 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, Straight-A Funding LLC.

The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.

### **3 Investment in Collective Investment Schemes ("CIS")**

- 3.1 A UCITS may not invest more than 20% of net assets in any one CIS.
- 3.2 Investment in non-UCITS may not, in aggregate, exceed 30% of net assets.
- 3.3 The CIS are prohibited from investing more than 10% of net assets in other open-ended CIS.
- 3.4 When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.
- 3.5 Where a commission (including a rebated commission) is received by the UCITS manager/investment manager/investment adviser by virtue of an investment in the units of another CIS, this commission must be paid into the property of the UCITS.

### **4 Index Tracking UCITS**

- 4.1 A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the UCITS Regulations and is recognised by the Central Bank.
- 4.2 The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.

### **5 General Provisions**

- 5.1 An investment company, or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- 5.2 A UCITS may acquire no more than:
  - (i) 10% of the non-voting shares of any single issuing body;
  - (ii) 10% of the debt securities of any single issuing body;

- (iii) 25% of the units of any single CIS;
- (iv) 10% of the money market instruments of any single issuing body.

NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.

5.3 5.1 and 5.2 shall not be applicable to:

- (i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
- (ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;
- (iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;
- (iv) Shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.
- (v) Shares held by an investment company or investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.

5.4 UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.

5.5 The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.

5.6 If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.

5.7 Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:

- transferable securities;
- money market instruments□;

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\* Any short selling of money market instruments by UCITS is prohibited

- units of a CIS; or
- financial derivative instruments.

5.8 A UCITS may hold ancillary liquid assets.

## **6 Financial Derivative Instruments (“FDIs”)**

6.1 The UCITS global exposure (as prescribed in the UCITS Regulations) relating to FDI must not exceed its total net asset value.

6.2 Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the UCITS Regulations. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in the UCITS Regulations.)

6.3 UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that the counterparties to OTC transactions are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.

6.4 Investment in FDIs are subject to the conditions and limits laid down by the Central Bank

## **7 Restrictions on Borrowing and Lending**

(a) A Fund may borrow up to 10% of its Net Asset Value provided such borrowing is on a temporary basis. A Fund may charge its assets as security for such borrowings.

(b) A Fund may acquire foreign currency by means of a “back to back” loan agreement. Foreign currency obtained in this manner is not classified as borrowing for the purposes of the borrowing restrictions set out at (a) above provided that the offsetting deposit:

(i) is denominated in the base currency of the Fund; and

(ii) equals or exceeds the value of the foreign currency loan outstanding.

The ICAV will, with respect to each Fund, adhere to any criteria necessary to obtain and/or maintain any credit rating in respect of any Shares or Class in the ICAV, subject to the UCITS Regulations.

**APPENDIX IV  
LIST OF SUB-CUSTODIANS**

<b>COUNTRY</b>	<b>SUBCUSTODIAN</b>
ARGENTINA	CITIBANK, N.A. BUENOS AIRES BRANCH
AUSTRALIA	HSBC BANK AUSTRALIA LIMITED FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
AUSTRALIA	NATIONAL AUSTRALIA BANK
AUSTRIA	DEUTSCHE BANK AG, VIENNA BRANCH
AUSTRIA	UNICREDIT BANK AUSTRIA AG
BAHRAIN*	HSBC BANK MIDDLE EAST LIMITED, BAHRAIN BRANCH FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
BANGLADESH*	STANDARD CHARTERED BANK, BANGLADESH BRANCH
BELGIUM	BNP PARIBAS SECURITIES SERVICES
BELGIUM	DEUTSCHE BANK AG, AMSTERDAM BRANCH
BERMUDA*	HSBC BANK BERMUDA LIMITED FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
BOSNIA*	UNICREDIT BANK D.D. FOR UNICREDIT BANK AUSTRIA AG
BOTSWANA*	STANDARD CHARTERED BANK BOTSWANA LIMITED FOR STANDARD CHARTERED BANK
BRAZIL*	CITIBANK, N.A. SÃO PAULO
BRAZIL	ITAÚ UNIBANCO S.A.
BULGARIA*	CITIBANK EUROPE PLC, BULGARIA BRANCH FOR CITIBANK,
CANADA	CIBC MELLON TRUST COMPANY FOR CIBC MELLON TRUST COMPANY, CANADIAN IMPERIAL BANK OF COMMERCE AND BANK OF NEW YORK MELLON
CANADA	RBC INVESTOR SERVICES TRUST FOR ROYAL BANK OF CANADA (RBC)
CHILE*	BANCO DE CHILE FOR CITIBANK, N.A.
CHINA*	CHINA CONSTRUCTION BANK CORPORATION
CHINA*	DEUTSCHE BANK (CHINA) CO., LTD., SHANGHAI BRANCH

\*\* Use of this subcustodian is restricted. \*\*

COUNTRY	SUBCUSTODIAN
CHINA*	HSBC BANK (CHINA) COMPANY LIMITED FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
CHINA*	INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED
CHINA*	STANDARD CHARTERED BANK (CHINA) LIMITED FOR STANDARD CHARTERED BANK
COLOMBIA*	CITITRUST COLOMBIA S.A., SOCIEDAD FIDUCIARIA FOR CITIBANK, N.A.
CROATIA*	ZAGREBACKA BANKA D.D. FOR UNICREDIT BANK AUSTRIA AG
CYPRUS	BNP PARIBAS SECURITIES SERVICES
CZECH REPUBLIC	CITIBANK EUROPE PLC, ORGANIZAČNÍ SLOZKA FOR CITIBANK, N.A.
DENMARK	NORDEA BANK DANMARK A/S FOR NORDEA BANK DANMARK A/S AND NORDEA BANK AB (PUBL)
DENMARK	SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), DANMARK BRANCH
EGYPT*	CITIBANK, N.A. - CAIRO BRANCH
EGYPT*	HSBC BANK EGYPT S.A.E. FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
ESTONIA	SWEDBANK AS FOR NORDEA BANK FINLAND PLC AND NORDEA BANK AB (PUBL)
FINLAND	NORDEA BANK FINLAND PLC FOR NORDEA BANK FINLAND PLC AND NORDEA BANK AB (PUBL)
FINLAND	SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), HELSINKI BRANCH
FRANCE	BNP PARABIS SECURITES SERVICES
FRANCE	CACEIS BANK FRANCE
FRANCE	DEUTSCHE BANK AG, AMSTERDAM BRANCH
GERMANY	BNP PARIBAS SECURITIES SERVICES - FRANKFURT BRANCH
GERMANY	DEUTSCHE BANK AG – FRANKFURT
GHANA*	STANDARD CHARTERED BANK GHANA LIMITED FOR STANDARD CHARTERED BANK
GREECE	HSBC BANK PLC - ATHENS BRANCH FOR THE HONGKONG AND

<b>COUNTRY</b>	<b>SUBCUSTODIAN</b>
	SHANGHAI BANKING CORPORATION LIMITED (HSBC)
HONG KONG	STANDARD CHARTERED BANK (HONG KONG) LIMITED FOR STANDARD CHARTERED BANK
HONG KONG	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
HUNGARY	CITIBANK EUROPE PLC, HUNGARIAN BRANCH OFFICE FOR CITIBANK, N.A.
HUNGARY	UNICREDIT BANK HUNGARY ZRT FOR UNICREDIT BANK HUNGARY ZRT AND UNICREDIT BANK AUSTRIA AG
ICELAND*	LANDSBANKINN HF.
INDIA*	CITIBANK, N.A. - MUMBAI BRANCH
INDIA*	DEUTSCHE BANK AG - MUMBAI BRANCH
INDIA*	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - INDIA BRANCH
INDONESIA	CITIBANK, N.A. - JAKARTA BRANCH
INDONESIA	STANDARD CHARTERED BANK, INDONESIA BRANCH
IRELAND	CITIBANK, N.A. - LONDON BRANCH
ISRAEL	BANK HAPOALIM BM
ISREAL	CITIBANK, N.A., ISRAEL BRANCH
ITALY	BNP PARIBAS SECURITIES SERVICES - MILAN BRANCH
ITALY	SOCIÉTÉ GÉNÉRALE SECURITIES SERVICES S.P.A. (SGSS S.P.A.)
IVORY COAST*	STANDARD CHARTERED BANK COTE D'IVOIRE FOR STANDARD CHARTERED BANK
JAPAN	MIZUHO BANK LTD
JAPAN	SUMITOMO MITSUI BANKING CORPORATION
JAPAN	THE BANK OF TOKYO-MITSUBISHI UFJ LTD.
JAPAN	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - JAPAN BRANCH
KAZAKHSTAN*	JSC CITIBANK KAZAKHSTAN FOR CITIBANK, N.A.



COUNTRY	SUBCUSTODIAN
KENYA*	STANDARD CHARTERED BANK KENYA LIMITED FOR STANDARD CHARTERED BANK
KUWAIT*	HSBC BANK MIDDLE EAST LIMITED - KUWAIT BRANCH FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD. (HSBC)
LATVIA	“SWEDBANK” AS FOR NORDEA BANK FINLAND PLC AND NORDEA BANK AB (PUBL)
LEBANON*	HSBC BANK MIDDLE EAST LIMITED - LEBANON BRANCH FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
LITHUANIA	“SWEDBANK” AB FOR NORDEA BANK FINLAND PLC AND NORDEA BANK AB (PUBL)
LUXEMBOURG	BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH *** Utilized for mutual funds holdings only. ***
LUXEMBOURG	KBL EUROPEAN PRIVATE BANKERS S.A.
MALAYSIA*	HSBC BANK MALAYSIA BERHAD (HBMB) FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD. (HSBC)
MALAYSIA*	STANDARD CHARTERED BANK MALAYSIA BERHAD FOR STANDARD CHARTERED BANK
MAURITIUS*	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - MAURITIUS BRANCH
MEXICO	BANCO NACIONAL DE MEXICO, SA (BANAMEX) FOR CITIBANK, N.A.
MEXICO	BANCO SANTANDER (MEXICO) S.A. FOR BANCO SANTANDER, S.A. AND BANCO SANTANDER (MEXICO) S.A.
MOROCCO	CITIBANK MAGHREB FOR CITIBANK, N.A.
NAMIBIA*	STANDARD BANK NAMIBIA LTD. FOR STANDARD BANK OF SOUTH AFRICA LIMITED
NETHERLANDS	BNP PARIBAS SECURITIES SERVICES
NETHERLANDS	DEUTSCHE BANK AG, AMSTERDAM BRANCH
NEW ZEALAND	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - NEW ZEALAND BRANCH
NIGERIA*	STANBIC IBTC BANK PLC FOR STANDARD BANK OF SOUTH AFRICA LIMITED

<b>COUNTRY</b>	<b>SUBCUSTODIAN</b>
NORWAY	NORDEA BANK NORGE ASA FOR NORDEA BANK NORGE ASA AND NORDEA BANK AB (PUBL)
NORWAY	SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), OSLO
OMAN*	HSBC BANK OMAN SAOG FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
PAKISTAN*	STANDARD CHARTERED BANK (PAKISTAN) LIMITED FOR STANDARD CHARTERED BANK
PERU*	CITIBANK DEL PERÚ S.A. FOR CITIBANK, N.A.
PHILIPPINES*	STANDARD CHARTERED BANK - PHILIPPINES BRANCH
PHILIPPINES*	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - PHILIPPINE BRANCH
POLAND	BANK HANDLOWY W WARSZAWIE SA (BHW) FOR CITIBANK NA
POLAND	BANK POLSKA KASA OPIEKI SA
POLAND	ING BANK SLASKI S.A. FOR ING BANK N.V.
PORTUGAL	BNP PARIBAS SECURITIES SERVICES
QATAR*	HSBC BANK MIDDLE EAST LTD - QATAR BRANCH FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
ROMANIA	CITIBANK EUROPE PLC, DUBLIN - SUCURSALA ROMANIA FOR CITIBANK, N.A.
RUSSIA*	AO CITIBANK FOR CITIBANK, N.A.
SAUDI ARABIA*	HSBC SAUDI ARABIA LIMITED FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
SERBIA*	UNICREDIT BANK SERBIA JSC FOR UNICREDIT BANK AUSTRIA AG
SINGAPORE	DBS BANK LTD (DBS)
SINGAPORE	STANDARD CHARTERED BANK - SINGAPORE BRANCH
SINGAPORE	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - SINGAPORE BRANCH
SLOVAKIA	CITIBANK EUROPE PLC, POBOČKA ZAHRANIČNEJ BANKY FOR CITIBANK, N.A.
SLOVENIA	UNICREDIT BANKA SLOVENIJA DD FOR UNICREDIT BANKA

<b>COUNTRY</b>	<b>SUBCUSTODIAN</b>
	SLOVENIJA DD & UNICREDIT BANK AUSTRIA AG
SOUTH AFRICA	SOCIÉTÉ GÉNÉRALE JOHANNESBURG BRANCH
SOUTH AFRICA	STANDARD BANK OF SOUTH AFRICA LIMITED (SBSA)
SOUTH AFRICA	STANDARD CHARTERED BANK, JOHANNESBURG BRANCH
SOUTH KOREA*	CITIBANK KOREA INC. FOR CITIBANK, N.A.
SOUTH KOREA*	KEB HANA BANK
SOUTH KOREA*	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED - KOREA BRANCH
SPAIN	BANCO BILBAO VIZCAYA ARGENTARIA SA
SPAIN	BNP PARIBAS SECURITIES SERVICES, SUCURSAL EN ESPAÑA
SPAIN	SOCIÉTÉ GÉNÉRALE SUCURSAL EN ESPAÑA
SRI LANKA*	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - SRI LANKA BRANCH
SWAZILAND*	STANDARD BANK SWAZILAND LTD. FOR STANDARD BANK OF SOUTH AFRICA LIMITED
SWEDEN	NORDEA BANK AB (PUBL)
SWEDEN	SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)
SWITZERLAND	CREDIT SUISSE AG
SWITZERLAND	UBS SWITZERLAND AG
TAIWAN*	BANK OF TAIWAN
TAIWAN*	JP MORGAN CHASE BANK, N.A., TAIPEI BRANCH
	** Use of this subcustodian is restricted. **
TAIWAN*	STANDARD CHARTERED BANK (TAIWAN) LTD FOR STANDARD CHARTERED BANK
TANZANIA*	STANDARD CHARTERED BANK TANZANIA LIMITED AND STANDARD CHARTERED BANK (MAURITIUS) LIMITED FOR STANDARD CHARTERED BANK
THAILAND	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC) - THAILAND BRANCH
THAILAND*	STANDARD CHARTERED BANK (THAI) PUBLIC COMPANY LIMITED FOR STANDARD CHARTERED BANK

<b>COUNTRY</b>	<b>SUBCUSTODIAN</b>
TRANSNATIONAL (CLEARSTREAM)	BROWN BROTHERS HARRIMAN & CO. (BBH&CO.)
TRANSNATIONAL (EUROCLEAR)	BROWN BROTHERS HARRIMAN & CO. (BBH&CO.)
TUNISIA*	UNION INTERNATIONALE DE BANQUES (UIB)
TURKEY	CITIBANK ANONIM SIRKETI FOR CITIBANK, N.A.
TURKEY	DEUTSCHE BANK A.S. FOR DEUTSCHE BANK A.S. AND DEUTSCHE BANK AG
UGANDA*	STANDARD CHARTERED BANK UGANDA LIMITED FOR STANDARD CHARTERED BANK
UKRAINE*	PUBLIC JOINT STOCK COMPANY "CITIBANK" (PJSC "CITIBANK") FOR CITIBANK, N.A.
UNITED ARAB EMIRATES*	HSBC BANK MIDDLE EAST LIMITED FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
UNITED KINGDOM	CITIBANK, N.A., LONDON BRANCH
UNITED KINGDOM	HSBC BANK PLC
UNITED STATES	BBH&CO.
URUGUAY	BANCO ITAÚ URUGUAY S.A. FOR BANCO ITAÚ URUGUAY S.A. AND ITAÚ UNIBANCO S.A.
VENEZUELA*	CITIBANK, N.A. - CARACAS BRANCH
VIETNAM*	HSBC BANK (VIETNAM) LTD. FOR THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (HSBC)
ZAMBIA*	STANDARD CHARTERED BANK ZAMBIA PLC FOR STANDARD CHARTERED BANK
ZIMBABWE*	STANDARD CHARTERED BANK ZIMBABWE LIMITED FOR STANDARD CHARTERED BANK

\* In these markets, cash held by clients is a deposit obligation of the subcustodian. For all other markets, cash held by clients is a deposit obligation of BBH & Co. or one of its affiliates.

## **FIRST ADDENDUM**

### **HEPTAGON FUND ICAV**

**This Addendum forms part of, and should be read in conjunction with, the Prospectus of Heptagon Fund ICAV (the “ICAV”) dated 1 December 2022 and the Supplements.**

Distribution of this Addendum is not authorised unless accompanied by a copy of the Prospectus and the reports referred to therein which together form the Prospectus for the issue of Shares in the Company. Words and expressions defined in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Addendum.

The Directors of the ICAV whose names appear in the Prospectus under the heading “Management and Administration” accept responsibility for the information contained in this Addendum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

**IMPORTANT:** If you are in doubt about the contents of this Addendum, you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser. Neither the delivery of this Addendum nor the issue or sale of Shares, under any circumstances, constitutes a representation that the information contained in this Addendum is correct as of any time subsequent to the date of this Addendum.

#### **Active and Inactive Fund List**

The Directors of the ICAV wish to notify Shareholders of the list of active and inactive Funds of the ICAV as follows:

##### **“ Active Funds**

- (a) Yacktman US Equity Fund*
- (b) Driehaus Emerging Markets Sustainable Equity Fund*
- (c) Kopernik Global All-Cap Equity Fund*
- (d) Heptagon European Focus Equity Fund*
- (e) Heptagon Future Trends Equity Fund*
- (f) WCM Global Equity Fund*
- (g) Driehaus US Micro Cap Equity Fund*
- (h) Heptagon Future Trends Hedged Fund*
- (i) Heptagon Listed Private Assets Fund*
- (j) Heptagon Kettle Hill US L/S Equity Fund*
- (k) Driehaus US Small Cap Equity Fund*

*(l) Summit Sustainable Opportunities L/S Equity Fund*

*(m) Easterly US Value Equity Fund*

*(n) Qblue Global Sustainable Leaders Fund*

**Inactive Funds<sup>1</sup>**

*(a) Harvest China A Shares Equity Fund”.*

Other Funds may be established from time to time with the prior approval of the Central Bank.

**DATE: 1 December 2022**

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<sup>1</sup> Please note the Funds listed as inactive no longer hold any assets and the ICAV sought or will seek revocation of their authorisation with the Central Bank.

## **SECOND ADDENDUM TO THE PROSPECTUS**

**Dated 5 June 2024**

### **HEPTAGON FUND ICAV**

(an open-ended umbrella type Irish Collective Asset-management Vehicle registered in Ireland with registration number C67289 established as an umbrella fund with segregated liability between its sub-funds and authorised pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (as amended) and the Central Bank (Supervision and Enforcement) Act 2016 (Section 48(1) (Undertakings for Collective Investments in Transferable Securities) Regulations 2019)).

**This Addendum forms part of, and should be read in conjunction with, the Prospectus of Heptagon Fund ICAV (the “ICAV”) dated 1 December 2022 and the Supplements.**

Distribution of this Addendum is not authorised unless accompanied by a copy of the Prospectus and the reports referred to therein which together form the Prospectus for the issue of Shares in the ICAV. Words and expressions defined in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Addendum.

The Directors of the ICAV whose names appear in the Prospectus under the heading “Management and Administration” accept responsibility for the information contained in this Addendum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

**IMPORTANT:** If you are in doubt about the contents of this Addendum, you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser. Neither the delivery of this Addendum nor the issue or sale of Shares, under any circumstances, constitutes a representation that the information contained in this Addendum is correct as of any time subsequent to the date of this Addendum.

The following amendments are deemed to have been made to the Prospectus with effect from the date hereof:

1. The sub-sections headed “*Heptagon Fund ICAV*”, “*Secretary and Registered Office*” and “*Legal Advisers as to matters of Irish law*” all of which are contained in the main “*Directory*” section of the Prospectus on page 1 are each amended to delete reference to “*3<sup>rd</sup> Floor, Waterways House, Grand Canal Quay, Dublin 2, Ireland*” and replaced with “*Fourth Floor, One Molesworth Street, Dublin 2, Ireland*” with respect to the registered address of the ICAV, and “*One Molesworth Street, Dublin 2, Ireland*” with respect to the legal advisers of the ICAV and the Secretary. Additionally, the name of the legal advisers of the ICAV contained within the “*Directory*” is changed from “*Simmons & Simmons*” to “*Simmons & Simmons LLP*”.
2. The sub-section headed “*Manager*”, which is contained in the main “*Directory*” section of the Prospectus on page 1 is amended to delete reference to “*2nd Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland*” and replaced with “*3rd Floor 55 Charlemont Place, Dublin 2, D02 F985, Ireland*” with respect to the registered address of the Manager.

3. Paragraph 4 of the “*Management and Administration*” section of the Prospectus setting out the biography of Mr Fionán Breathnach is deleted in its entirety and replaced with the following:

***“Fionán Breathnach (nationality: Irish – Irish resident) is a professional independent non-executive director and a qualified solicitor in Ireland. Mr Breathnach established the Irish office of international law firm Simmons & Simmons LLP in 2018 and led that office, and its Asset Management and Investment Funds practice, for five years as Country Head. He began his career in 1992, training with Irish law firm William Fry and working in its Asset Management practice. In 1997, he was appointed General Counsel at Bank of Bermuda’s Irish operations and in 2000, he joined the Banking and Financial Services practice of Landwell in Ireland. Mr Breathnach joined Mason Hayes & Curran in 2003, establishing that firm’s Investment Funds and Financial Regulation practice, which he led for 14 years before joining Simmons & Simmons LLP. Mr Breathnach has 30 years’ experience in the investment funds industry, both in private practice and in industry. He is a law graduate of Trinity College, Dublin, and was awarded a Certified Diploma in Accounting and Finance by the ACCA in 2000.”***

4. On pages 35-37 of the Prospectus, under the sub-section “*The Manager*” of the “*Management and Administration*” section of the Prospectus setting out the list and biographies of the directors of the Manager is deleted in its entirety and replaced with the following:

*“The directors of the Manager are:*

***Neil Clifford (nationality: Irish – Irish resident)***

*Neil is a Director and Chief Executive Officer of the Manager. He is an experienced Irish-based investment management professional and fund director, with wide experience in the governance and operations of traditional and alternative investment funds. Neil joined the Manager in October 2014 from Irish Life Investment Managers (“ILIM”) (April 2006 – September 2014), where he was Head of Alternative Investments. He began his career with Irish Life as a sector-focused equity fund manager. Prior to this, Neil was a senior equity analyst for Goodbody Stockbrokers (September 2000 - April 2006) in Dublin. He has also worked as an engineer with a number of leading engineering and telecoms firms in Ireland. Neil holds a degree in Electrical Engineering from University College Cork and a Masters of Business Administration from the Smurfit School of Business, University College, Dublin. He has also attained the professional certifications of Chartered Alternative Investment Analyst (CAIA) and Financial Risk Manager (FRM – Global Association of Risk Professionals).*

***Teddy Otto (nationality: German – Irish resident)***

*Teddy is a Principal with the Carne Group. He specialises mainly in product development, fund establishment and risk management. Before joining the Manager, Teddy was employed by the Allianz / Dresdner Bank group in Ireland for six years. During this time, he acted as head of fund operations, head of product management and was appointed as a director of the Irish management company for Allianz Global Investors and a range of Irish and Cayman domiciled investment companies. He had previously held senior positions in the areas of market data and custody at Deutsche International (Ireland) Limited and worked in the investment banking division of Deutsche Bank, Frankfurt. He spent over six years at DeutscheBank group. Prior to that, he was employed with Bankgesellschaft Berlin for two years. Mr. Otto holds a degree in business administration from Technische Universität Berlin.*



**Sarah Murphy (nationality: Irish – Irish resident)**

*Sarah is an Executive Director and the Chief Operating Officer of the Manager. The Manager is a UCITS Management Company and Alternative Investment Fund Manager which currently manages in excess of €130bn in assets across a wide range of fund structures and asset classes. Sarah began her career at the Carne Group as a business manager where she was tasked with leading the launch and development of a number of the firm's corporate services businesses.*

*Prior to joining the Carne Group, Sarah held a number of senior management roles in BDO Ireland's corporate services business. During this period, Sarah was responsible for providing advisory services to a broad range of domestic and international clients in relation to corporate governance and company law issues associated with acquisitions, disposals and company re-organisations.*

**Elizabeth Beazley (nationality: Irish – Irish resident)**

*Elizabeth is a Managing Director in Carne Group with over 20 years' experience in the funds' industry focussing on fund establishment, operations and corporate governance. During her time in Carne Group, Ms Beazley has held a number of roles including Global Head of Onboarding covering a variety of jurisdictions including Ireland, Luxembourg, the UK and Channel Islands amongst others. Ms Beazley acts as non-executive director on a number of fund boards [including Carne Global Fund Managers (Ireland) Limited]. Prior to joining Carne, she spent 4 years in a senior role with AIB/BNY Fund Management in Ireland, and before that worked for Bank of Bermuda (now HSBC).*

*Elizabeth has been a member of various industry working groups and currently sits on the Irish Funds' Management Company working group as Deputy Chair in addition to being a member of the ETF Committee in EFAMA. She has a Bachelor of Commerce degree from University College Cork and has a Masters' degree in Business Studies from the Smurfit Graduate School of Business at University College Dublin. Ms Beazley is a member of the Association of Chartered Certified Accountants.*

**Christophe Douche (nationality: French – Luxembourg resident)**

*Christophe is a Director with the Carne Group with over 23 years' experience in the funds industry, focusing on risk management, compliance, AML and corporate governance. His roles have included acting as conducting officer, executive director and chairman on fund boards, committees and management companies.*

*Christophe currently acts as conducting officer in charge of risk for Carne Global Fund Managers (Luxembourg) SA. He also acts as Head of the Carne Group Risk & Valuation Teams. Previously he worked as a director with responsibility for risk & operations with FundRock where he was the conducting officer in charge of risk, distribution, central administration and depositary oversight. He also acted as Head of Regulatory Compliance and AML and Head of Investment Compliance during his time with FundRock. Prior to that he worked with State Street Bank Luxembourg as fund compliance manager and with Natixis Private Banking Luxembourg as a manager in the fund compliance and fund depositary department.*

*Christophe has a master's degree in Finance and Economics and a degree in Banking, Finance and Insurance from University Nancy.*

**Jackie O'Connor (nationality: British – Irish resident)**

*Jackie is an independent non-executive director on Carne Group's Irish and Luxembourg management companies. She has over 20 years' experience within the asset management industry, most recently as Managing Director and CEO of Goldman Sachs Asset Management Fund Services Ltd ("GSAMFSL"), GSAM's Irish domiciled UCITS management company and Alternative Investment Fund Manager based in Ireland. Jackie was responsible for setting up GSAMFSL in Ireland.*

*Prior to that, Jackie was international head of regulatory reform for Goldman Sachs Asset Management ("GSAM"), responsible for identifying and implementing requirements under new regulations within the EMEA and Asia Pacific regions. Earlier in her career, Jackie worked in a number of roles within the GSAM and the wider Goldman Sachs Group, including global project manager for the GSAM Client Relationship Team as well as five years in Goldman Sachs's Internal Audit department. Jackie holds a bachelor's degree with honours in Zoology from Sheffield University in the UK.*

**Aleda Anderson (nationality: USA – Irish resident)**

*Aleda is an independent non-executive director with over 30 years' experience within the investment industry, most recently as Chief Executive Officer and Chief Investment Officer at Principal Global Investors (EU) Limited, a subsidiary of Principal Financial Group (NASDAQ:PFG), a global investment firm and FORTUNE 500 member. Prior to relocating to Ireland from the United States in 2018 to establish a Dublin office for Principal Global Investors, she was director of Strategy & Operations at Edge Asset Management, a specialist investment boutique located in Seattle, WA. During her 30-year career, Aleda has held various positions at Charles Schwab in San Francisco, CA. including Vice President and General Manager, Asset Management Strategic Alliances, and Vice President Distribution Services for Schwab Funds and Laudus Funds. Earlier in her career, she worked for Franklin Templeton in San Mateo, CA. Aleda studied Philosophy and Religion from San Francisco State University and holds Professional Diplomas in Strategic Management and Applied Alternative Investments, and a Professional Certificate in Complex Financial Instruments from University College Dublin."*

5. The section entitled "*Directors' Fees*" on page 44 of the Prospectus is amended to delete reference to the maximum Director fee payable of "€30,000" and is replaced with the new maximum Director fee payable of €40,000 per annum (excluding VAT, if any).
6. Paragraph (a) of sub-section 13 entitled "*Material Contracts*" of the "*Statutory and General Information*" section of the Prospectus is deleted in its entirety and replaced with the following:

*"Investment Management and Distribution Agreement as amended and restated between the ICAV, the Manager and the Investment Manager dated 1 October 2021 as amended by an amendment agreement dated 11 January 2024 under which the Investment Manager was appointed as investment manager of the ICAV's assets and also appointed as distributor of the ICAV's Shares subject to the overall supervision of the Manager. The Investment Management and Distribution Agreement as amended and restated may be terminated by either party on 3 months' written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or*

*unremedied breach after notice. The Investment Manager has the power to delegate its duties in accordance with the Central Bank's requirements. The Agreement provides that the ICAV shall indemnify the Investment Manager out of the assets of the relevant Fund for any losses suffered by the Investment Manager thereunder, provided that the Investment Manager shall not be indemnified in any case with respect to any matter arising from its failure to exercise due care and diligence in the performance of its obligations and duties hereunder or due to its wilful default, fraud, bad faith or negligence of its obligations and duties thereunder."*

7. First paragraph of sub-section 13 (b) entitled "Material Contracts" of the "Statutory and General Information" section of the Prospectus is deleted in its entirety and replaced with the following:

*"Management Agreement between the ICAV and the Manager dated 1 October 2021 as amended by an amendment agreement dated 11 January 2024 under which the Manager is responsible for the general management and administration of the ICAV's affairs, subject to the overall supervision and control of the Directors. Pursuant to the provisions of the Management Agreement the Manager may delegate one or more of its functions subject to the overall supervision and control of the ICAV."*

This Addendum does not update any other part of the Prospectus.