

MAJEDIE ASSET MANAGEMENT US EQUITY FUND (the Fund)

**a sub-fund of
MAJEDIE ASSET MANAGEMENT (INTERNATIONAL) INVESTMENT FUND COMPANY PLC
An open ended umbrella fund with segregated liability between sub-funds**

**Supplement to the Prospectus dated 1 November 2019
for Majedie Asset Management (International) Investment Fund Company plc**

This Supplement contains specific information in relation to Majedie Asset Management US Equity Fund (the **Fund**), a fund of Majedie Asset Management (International) Investment Fund Company plc (the **Company**), an umbrella type open-ended investment company with variable capital. The Company is an umbrella fund with segregated liability between sub-funds. The Company has four other sub-funds in existence as at the date of this Supplement, namely the Majedie Asset Management International Equity Fund, the Majedie Asset Management Tortoise Fund, the Majedie Asset Management UK Equity Fund and the Majedie Asset Management UK Income Fund.

The information contained in this Supplement forms part of and should be read in conjunction with the full information contained in the Prospectus dated 1 November 2019.

The Directors of the Company, whose names appear under the **Directors of the Company** section of the Prospectus, accept responsibility for the information contained in the Prospectus and this Supplement. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

Words and expressions defined in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

Dated: 9 February 2021

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1. INVESTMENT OBJECTIVE AND POLICIES

Investment Objective

The investment objective of the Majedie Asset Management US Equity Fund is to aim to produce capital growth over the long term through investment in a diversified portfolio of primarily US equities.

Investment Policies

It is intended that the investment objective of the Fund will be achieved primarily through investment in a diversified portfolio of equity securities of companies incorporated in the U.S. and/or listed or traded on at least one Market in the U.S listed in Appendix I to the Prospectus. The Investment Manager will construct the Fund's portfolio taking into consideration macroeconomic factors (such as interest rates, GDP, monetary and fiscal trends), the outlook for different economic sectors and market capitalisations, and stock-specific factors (such as valuation, market position, investment potential, management quality and financial strength). There is no policy to restrict investment to any particular economic sector or industry.

At least 80% of the Fund will be invested in U.S. equities, with the balance in other international equities (which for the avoidance of doubt could include emerging markets equities), cash or near cash.

The Fund may invest up to 10% of its Net Asset Value in other collective investment schemes. For the avoidance of doubt, such other collective investment schemes include money market funds invested in for cash management purposes.

The Fund is not expected to generate significant amounts of income.

The Fund will continuously invest more than 50% of the value of its (gross) assets in equity securities which constitute "equity participations" within the meaning of section 2, para 8 of the German Investment Tax Act (Investmentsteuergesetz) (or a corresponding provision of any successive legislation).

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

Cash Management

The Fund may hold and invest up to 20% of its Net Asset Value in liquid assets such as cash, bank deposits, money market funds having a minimum credit rating from a recognised rating agency of A1-P1 (or equivalent) and money market instruments including but not limited to short-term fixed income instruments including treasury bills issued or guaranteed by any government which are rated and may offer fixed or variable interest rates.

The situations in which liquid assets set out above may be held may include: (i) where the Investment Manager considers that there are not sufficient suitable investment opportunities; (ii) to protect the value of the Fund and maintain liquidity at times in falling or volatile markets; (iii) to facilitate the Fund's ability to meet redemption requests; and (iv) where the Fund has received subscriptions that are awaiting investment. Subject to the ongoing need to provide adequate liquidity to meet the foreseeable level of redemptions at all times, there is no minimum level of liquidity that the Fund may hold at any one time.

Use of Financial Derivative Instruments (FDIs)

The Fund may not invest in FDIs.

Securities Lending and Repurchase/Reverse Repurchase Arrangements

This Fund may not enter into securities lending and repurchase/reverse repurchase arrangements.

2. INVESTMENT RESTRICTIONS

The general investment restrictions as set out in the section of the Prospectus entitled **Investment Restrictions** shall apply to the Fund. In addition the Fund will not invest more than 10% of its Net Asset Value

in other collective investment schemes.

3. **BORROWING AND LEVERAGE**

There will be no borrowing for investment purposes. In accordance with the general provisions set out in the Prospectus under the heading Borrowing and Leverage Powers, the Fund may borrow up to 10% of its total Net Asset Value for temporary purposes. The Fund's assets may be used as collateral or charged as security to secure borrowings.

4. **LISTING**

Please note that no Shares in the Fund are listed on Euronext Dublin or any other exchange.

5. **RISK FACTORS**

The general risk factors set out in the **Risk Factors** section of the Prospectus apply to the Fund.

AN INVESTMENT IN THE SHARES OF THE FUND IS SPECULATIVE AND INVOLVES A DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD CONSIDER THE FOLLOWING RISK FACTORS. THESE RISK FACTORS MAY NOT BE A COMPLETE LIST OF ALL RISK FACTORS ASSOCIATED WITH AN INVESTMENT IN THE FUND.

In addition, the following risk factors apply to the Fund.

General

There is no guarantee that the investment objective of the Fund, or its risk monitoring and diversification goals, will be achieved and results may vary substantially over time. Shareholders should recognise that investing in the Fund involves special considerations not typically associated with investing in other securities and that the asset allocation is not structured as a complete investment programme. Investments may be made in assets domiciled in jurisdictions outside the U.S. which do not have a regulatory regime which provides an equivalent level of shareholder protection to that provided under Irish or English law.

Nature of Investments

An investment in the Fund will require a long-term commitment, with no certainty of return. The Fund intends to make investments which the Investment Manager perceives as having the potential for substantial return, but which may also involve substantial risks. There can be no assurance that the Fund will be able to realise its investments in a timely manner. Since the Fund may only make a limited number of investments and since such investments may involve a high degree of risk, poor performance by such investments could severely affect the total return to investors.

Concentration Risk

While the Investment Manager will regularly monitor the concentration of the Fund's exposure to related risk, concentration in any one industry, region or country or with respect to any given counterparty or Investment Manager may arise from time to time. To the extent there is a downturn or other problem in any area where the Fund has concentration, this could reduce the return the Fund receives on its investments and, consequently, could have an adverse impact on the Fund's financial conditions and its ability to pay distributions.

Liquidity Risk

Certain securities may be difficult or impossible to sell at the time and the price that the seller would like. The seller may have to lower the price to effect a secondary market sale, sell other securities instead or forego an investment opportunity, any of which could have a negative effect on fund management or performance.

Market risk

The investments of the Fund are subject to normal market fluctuations and the risk inherent in investment in equity securities and similar instruments and there can be no assurances that appreciation will occur. Some of the recognised exchanges on which the Fund may invest may prove to be illiquid or highly volatile from time to time and this may affect the price at which the Fund may liquidate positions to meet repurchase requests or other funding requirements. Potential investors should also note that the securities of small capitalisation companies are less liquid and this may result in fluctuations in the price of the Shares of the Fund.

Potential Conflicts of Interest

In addition, investors should note that the annual Management Fees are based on the Net Asset Value of the Fund and the Investment Manager may value assets of the Fund in certain circumstances so there is the potential of conflict of interest and its fees will rise with an increase in the Net Asset Value of the Fund.

Foreign exchange/currency risk

Although Shares may be denominated in the base currency of the Fund, the Fund may invest its assets in securities denominated in a wide range of currencies. The Net Asset Value of the Fund as expressed in the base currency of the Fund will fluctuate in accordance with the changes in the foreign exchange rate between the base currency of the Fund and other currencies in which certain of the Fund's investments are denominated. The Fund may therefore be exposed to a foreign exchange/currency risk.

The Investment Manager will not enter into hedging transactions to protect against fluctuations in the relative values of the Fund's portfolio positions as a result of changes in currency exchange rates and market interest rates.

Equity risk

Equities as a class have historically outperformed other types of investments over the long term. Individual stock prices, however, tend to go up and down more dramatically over the short term. These price movements may result from factors affecting individual companies or industries, or the securities market as a whole.

Political Legal and/or Regulatory Risks

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

Brexit

The United Kingdom's referendum held on 23 June 2016 resulted in a majority voting in favour of the United Kingdom (UK) leaving the EU. The UK parliament decided to formally start the process to leave the EU on 29 March 2017 pursuant to Article 50 of the Treaty on the European Union, which provides for a period of up to two years for negotiation and coming into effect of a withdrawal agreement between the UK and the rest of the EU. The two year negotiation period was subsequently extended by unanimous agreement between the UK and the rest of the EU in 2019. As it stands, there remains a risk that the UK will leave the EU without a withdrawal agreement having been reached.

Ireland will remain a member of the EU and the Company remains an EU regulated UCITS that can avail of passporting rights under the UCITS Regulations to market and sell shares in the Company in the EU, subject to complying with the terms of the UCITS Regulations.

However, the Company may be negatively impacted by changes in law and tax treatment resulting from the UK's departure from the EU particularly as regards any UK situate investments held by the Company and the fact that the Company may no longer have a right to market and sell shares in the Company in the UK, following the UK's exit from the EU. In addition, UK domiciled investors in the Company may be impacted by changes in law, particularly as regards UK taxation of their investment in the Company, resulting from the UK's departure from the EU. However, the Company has applied for the Temporary Permissions Regime with the FCA, which enables financial services firms based in the EEA to continue operating in the UK after Brexit. The above will all be dependent on the terms of the UK's exit, which are to be negotiated by the UK and the rest of

the EU, and UK law following such an exit.

There is likely to be a degree of continued market uncertainty regarding this exit process which may also negatively impact the value of investments held by the Company.

No assurance can be given that such matters will not adversely affect the Company and/or the Investment Manager's ability to achieve the Company's investment objectives.

Settlement and Counterparty Risk

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

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

Availability of Suitable Investment Opportunities

The Fund will compete with other potential investors to acquire assets. Certain of the Fund's competitors may have greater financial and other resources and may have better access to suitable investment opportunities. There can be no assurance that the Fund will be able to locate and complete investments which satisfy the Fund's rate of return objectives or that the Fund will be able to invest fully its committed capital. If no suitable investments can be made then cash will be held by the Fund and this will reduce returns to shareholders. Whether or not suitable investment opportunities are available to the Fund, Shareholders will bear the cost of management fees and other Fund expenses.

In the event that the Fund is terminated or the Company is wound up, and to the extent that the assets may be realised, any such realisation may not be at full market value and will be subject to deductions for any expenses for the termination of the Fund or the liquidation of the Company.

Limited Number of Investments

The Fund anticipates that it will be diversified. However, in the event of a material demand for redemptions, the Fund could be forced to sell liquid positions resulting in an over-weighting in a small number of illiquid investments. In such circumstances, the aggregate return of the Fund may be substantially and adversely affected by the unfavourable performance of a single investment. The Fund's restriction of redemptions of Shares in excess of ten per cent of the total Net Asset Value of the Fund on any one Dealing Day will mitigate this risk to an extent should these circumstances arise.

Unidentified Portfolio

Because not all of the specific investments of the Fund have been identified, the Shareholders must rely on the ability of the Investment Manager to make appropriate investments for the Fund and to manage and dispose of such investments. While the Fund intends to make only carefully selected investments that meet the investment criteria of the Fund, the Investment Manager has complete discretion with respect to the selection of such investments.

No Market for Shares; Restrictions on Transferability; Limited Redemption Rights

There will be no secondary market for Shares of the Fund and transfers of Shares are only permitted to those persons who satisfy the criteria for permitted shareholders. Consequently, investors may be able to dispose of their Shares only by requiring the Fund to redeem their Shares at the next Dealing Day.

Exchange Rate Risk

Share Classes may be designated in a currency other than the Base Currency of the Fund. In such circumstances adverse exchange rate fluctuations between the Base Currency of the Fund and the currency in which the relevant Class of Shares is designated may result in a decrease in return and/or a loss of capital for Shareholders.

Payment of Charges and Expenses to Capital

The charges and expenses of the Fund may be charged to the capital of the Fund in circumstances where there is insufficient income being received by the Fund. In such circumstances, the capital value of a Shareholder's investment may be lowered and income may be achieved by forgoing the potential for future capital growth.

Net Asset Value & Valuation of Assets

The valuation of the Fund's assets obtained for the purpose of calculating Net Asset Value may not be reflected in the prices at which such assets are sold. For details of the valuation of assets, please see the section in the Prospectus headed **Valuation of Assets**.

BEFORE DETERMINING TO INVEST IN THE FUND, PROSPECTIVE INVESTORS SHOULD EVALUATE WHETHER THEY ACCEPT THE AFORESAID RISKS WHICH THEY WILL ASSUME BY BUYING SHARES OF THE FUND. THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING.

PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE PROSPECTUS AND THIS SUPPLEMENT AND FULLY EVALUATE ALL OTHER INFORMATION THAT THEY DEEM TO BE NECESSARY BEFORE DETERMINING TO INVEST IN THE FUND. AN INVESTMENT IN THE FUND MAY NOT BE APPROPRIATE FOR ALL INVESTORS.

6. DIVIDEND POLICY

No dividends are payable in respect of Class A Sterling Shares, Class A Dollar Shares, Class B Sterling Shares, Class B Dollar Shares, Class P Dollar Shares, Class Z Sterling Shares, Class Z Dollar Shares and Class Z Euro Shares of the Fund. The net income attributable to such Shares will be retained within the Fund and the Net Asset Value per Share shall be increased by the amount of net income earned.

The Fund has been approved by HM Revenue and Customs as a 'reporting fund' for UK taxation purposes. The Fund shall endeavour to satisfy the conditions in order to maintain reporting fund status unless the Directors determine otherwise. Although the Directors will endeavour to ensure that appropriate conditions for reporting fund status to apply are met, there can be no guarantee that they will be obtained or so met, or that once obtained or met, they will continue to be obtained or met for future accounting periods. Where an 'offshore fund' (such as the Fund) has been certified as a reporting fund for each accounting period during which a shareholder has held his interest in the offshore fund, any gain arising will be calculated and taxed as a capital gain, rather than as an offshore income gain, and such shareholder may be eligible for applicable capital gains exemptions and/or reliefs.

If the Directors propose to change the dividend policy of the Fund full details will be provided in an updated Supplement and all Shareholders will be notified in advance.

7. INVESTMENT MANAGER

Majedie Asset Management Limited is appointed as Investment Manager to provide discretionary investment management services to the Fund. Majedie Asset Management Limited is a manager approved by the UK Financial Conduct Authority. The Investment Manager is a UK domiciled asset manager. As of 30 June 2019, Majedie Asset Management Limited had approximately GBP 11.59 billion of assets under management and has extensive track record across all its investment strategies.

8. KEY INFORMATION FOR BUYING AND SELLING

Share Classes

The following are the share classes of the Fund currently in existence:-

Share Class	Currency	Minimum Shareholding**	Minimum Initial Investment Amount**	Minimum Additional Investment Amount**	Minimum Redemption Amount**
Class A Sterling Shares	Sterling	£10,000	£10,000	£5,000	£5,000
Class A Dollar Shares	Dollar	\$16,000	\$16,000	\$8,000	\$8,000

Class B Sterling Shares	Sterling	£100,000	£100,000	£5,000	£5,000
Class B Dollar Shares	Dollar	\$160,000	\$160,000	\$8,000	\$8,000
Class P Dollar Shares	Dollar	\$160,000	\$160,000	\$8,000	\$8,000
Class Z Sterling Shares	Sterling	£100,000	£100,000	£5,000	£5,000
Class Z Dollar Shares	Dollar	\$160,000	\$160,000	\$8,000	\$8,000
Class Z Euro Shares	Euro	€160,000	€160,000	€8,000	€8,000

** The Directors reserve the right to differentiate between Shareholders and to waive or reduce the Minimum Shareholding, Minimum Initial Investment Amount, Minimum Additional Investment Amount and Minimum Redemption Amount for any such Shareholders or to refuse an application for any such Shares in their absolute discretion.

Class B Sterling Shares and Class B Dollar Shares are only available for subscription by investors with the prior agreement of the Investment Manager (at the discretion of the Investment Manager on a case by case basis).

The Base Currency of the Fund is U.S. Dollars. The currency exposure of the Class A Sterling Shares, Class B Sterling Shares, Class Z Sterling Shares and Class Z Euro Shares will not be hedged against the Base Currency. A currency conversion will take place on subscription, redemption and exchange of Class A Sterling Shares, Class B Sterling Shares, Class Z Sterling Shares and Class Z Euro Shares, the cost of which will be borne by the Shareholder. Accordingly, the value of the Class A Sterling Shares, Class B Sterling Shares, Class Z Sterling Shares and Class Z Euro Shares will be subject to exchange rate risk in relation to the Base Currency.

Accounting Date

The Accounting Period ends on 31 December in each year.

Base Currency

U.S. Dollar

Business Day

Any day (apart from Saturdays, Sundays and public holidays) on which banks and regulated stock exchanges and markets are ordinarily open for business in Dublin, London and New York.

Dealing Day

Every Business Day.

Dealing Deadline

In case of subscriptions and redemptions, 4.00pm (Irish time) on the relevant Dealing Day.

Initial Offer Period

In respect of the Z Euro Share Class, from 9.00am (Irish time) on 10 February 2021 to 5.30p.m (Irish time) on 9 August 2021 or such shorter or longer period as the Directors may determine on behalf of the Fund and notify to the Administrator. Where the initial offer period is shortened or extended, the Company will notify the Central Bank in accordance with the Central Bank's requirements.

Initial Offer Price

The initial offer price in respect of the Z Euro Share Class is €1.

Minimum Fund Size

The minimum size of the Fund will be £5 million, or such other amount as may be determined by the Directors at their discretion.

Preliminary Charge

For all classes of Shares in the Fund there is no preliminary charge.

Redemption Charge

For all Classes of Shares in the Fund there is no redemption charge.

Anti-Dilution Adjustment

To preserve the value of the underlying assets and to cover dealing costs, when there are net subscriptions or redemptions, an Anti-Dilution Adjustment may be applied on behalf of the Company, which the Investment Manager considers represents an appropriate figure. Any such adjustment shall be retained for the benefit of the Fund.

Settlement Date

In the case of subscriptions, cleared funds and all supporting documentation must be received by no later than 12.00 noon (Irish time) four Business Days after the relevant Dealing Day (or such other time as the Directors may agree) provided that the Subscription Form is received by the Dealing Deadline. In the case of redemptions, settlement will be made not later than close of business on the fourth Business Day after the relevant Dealing Day provided the original Subscription Form, where required, (together with the supporting documentation in relation to money laundering prevention checks and any documentation deemed necessary for regulatory or taxation purposes) has been received and the anti-money laundering procedures have been completed.

Valuation Point

The property of the Fund is valued daily at 5.00pm EST in New York on the relevant Dealing Day.

9. HOW TO SUBSCRIBE FOR /BUY SHARES

Application for Shares should be made on the Subscription Form and be submitted in accordance with the provisions set out in the Prospectus to be received by the Administrator by the Dealing Deadline on the relevant Dealing Day. Subsequent applications for Shares will only be accepted by electronic means where specifically agreed to in advance by the Company or its delegate.

The Minimum Shareholding must be maintained by each Shareholder in the Fund (subject to the discretion of the Directors) following any partial repurchase, exchange or transfer of Shares.

Payment in respect of the issue of Shares must be made by the relevant Settlement Date by electronic transfer in cleared funds in the currency of the relevant Share Class.

The subscription price for Shares is based on the Net Asset Value per Share of that Class referable to the relevant Dealing Day. The Net Asset Value per Share will be determined by means of the method of valuation of assets and liabilities described in the section of the Prospectus entitled **Calculation of Net Asset Value /Valuation of Assets**.

This section should be read in conjunction with the section in the Prospectus entitled **Subscription for Shares**.

10. HOW TO REDEEM/SELL SHARES

Requests for the sale of Shares should be submitted to the Administrator in accordance with the provisions set out in the Prospectus by the Dealing Deadline on the relevant Dealing Day. Requests received on or prior to a Dealing Deadline will be dealt with on the relevant Dealing Day. A redemption request once given will not be capable of revocation without the consent of the Administrator on the instruction of the Directors.

The amount due on the redemption of Shares of any class in the Fund will be paid by the Settlement Date by electronic transfer to an account in the name of the Shareholder. Redemption proceeds may not be processed by the Administrator if the original Subscription Form, where required, (together with the supporting documentation in relation to money laundering prevention checks and any documentation deemed necessary for regulatory or taxation purposes) has not been received and/or the anti-money laundering procedures have not been completed.

Subject to the discretion of the Directors, no Shareholder shall be entitled to realise part only of his holding of Shares of any class in the Fund if such realisation would result in his holding of Shares of such class after such realisation being below the Minimum Shareholding. In addition, the Company may decline to effect a redemption request which is below the Minimum Redemption Amount.

In the event that a Shareholder requires payment of redemption proceeds to an account other than that specified in the Subscription Form, the Shareholder must provide an original request in writing, executed by an authorised signatory of the Shareholder, to the Administrator on or prior to the receipt of the redemption request form. The Administrator will not make payment of redemption proceeds to third parties, save for in exceptional circumstances and in accordance with the requirements of the Central Bank.

The redemption price per Share is based on the Net Asset Value per Share in the relevant Class referable to the relevant Dealing Day. The Net Asset Value will be determined in accordance with the method of valuation of assets and liabilities described in the section of the Prospectus entitled **Calculation of Net Asset Value/Valuation of Assets**.

The Articles contain special provisions where a redemption request received from a Shareholder would result in more than 5 per cent of the Net Asset Value of Shares in issue being redeemed on any Dealing Day which provisions are summarised under the section in the Prospectus entitled **Redemption of Shares**. The Fund is entitled to limit the number of Shares redeemed on any Dealing Day to 10% of the total Net Asset Value of Shares in issue on that Dealing Day or such other amount as they may in their absolute discretion determine subject to the terms of the Prospectus. The redemptions effected on that Dealing Day will be effected pro rata in the manner described under the section in the Prospectus entitled **Redemption of Shares**.

This section should be read in conjunction with the section in the Prospectus entitled **Redemption of Shares**.

11. CHARGES AND EXPENSES

Fees of the Investment Manager, the Depositary, any sub-custodian and the Administrator.

(a) Investment Management Fees

The Investment Manager will be entitled to receive out of the assets of the Fund an annual Management Fee (the **Annual Fee**) at the following rates:

Share Class	Fee amount
Class A Sterling	1.5% of the Net Asset Value of the Class
Class A Dollar	1.5% of the Net Asset Value of the Class
Class P Dollar	0.45% of the Net Asset Value of the Class
Class Z Sterling	0.75% of the Net Asset Value of the Class
Class Z Dollar	0.75% of the Net Asset Value of the Class
Class Z Euro	0.75% of the Net Asset Value of the Class

The annual Management Fee will accrue daily and be payable to the Investment Manager monthly in arrears.

No annual Management fee is payable in respect of Class B Sterling Shares and Class B Dollar Shares in the Fund.

No fees are currently paid to the Investment Manager in respect of its role as distributor to the Fund.

From time to time the Investment Manager may, at their sole discretion, discharge certain fees and expenses of the Fund.

Performance Fee

The Investment Manager will also be entitled to receive a Performance Fee (the **Performance Fee**) out of the assets of the Fund in respect of the Class P Dollar Shares (the **Performance Fee Share Class**). No Performance Fee will be payable in respect of the Class A Sterling and Dollar, Class B Sterling and Dollar

Shares, Class Z Sterling, Dollar and Euro Shares. The Performance Fee will be calculated and accrued in the Net Asset Value per Share on each Valuation Point and will be payable either annually in respect of each Performance Period (as defined below); or in respect of any of the Performance Fee Share Class redeemed during a Performance Period, the Performance Fee in respect of that Performance Period will be calculated and paid as though the date of redemption were the end of the relevant Performance Period.

The Performance Fee is payable at the rate of 20% of the **Net New Appreciation**. The Performance Fee payable per Share for the Performance Fee Share Class for a Performance Period is the aggregate of the Performance Fee accruals during the Performance Period. At each Valuation Point the Performance Fee accrual per Share shall be the Performance Fee accrued for the Performance Fee Share Class at that Valuation Point, divided by the number of Shares in issue in the Performance Fee Share Class.

In order for a Performance Fee to be payable in respect of a Performance Period, there must be Net New Appreciation.

Benchmark means, for the purpose only of calculating the Performance Fee on the Performance Fee Share Class, the S&P 500 Index.

The **Benchmark Value** in this context means (except for the first Performance Period) the daily Net Asset Value of the Performance Fee Share Class, starting with the Valuation Point following the last Crystallisation Day as at which a Performance Fee was last paid, adjusted cumulatively throughout the Performance Period at each Valuation Point as follows:

- (i) when additional subscriptions are made, the Benchmark Value will be increased by an amount equal to such subscriptions;
- (ii) when redemptions are made, the Benchmark Value will be reduced proportionately by being multiplied by the fraction, the numerator of which is the Net Asset Value of the Performance Fee Share Class immediately after, and the denominator of which is the Net Asset Value of the Performance Fee Share Class immediately prior to, any such redemption (the Net Asset Value of the Performance Fee Share Class in each case to be calculated prior to deduction for any accrued Performance Fee); and
- (iii) the resultant figure will be adjusted upwards or downwards (as applicable) by the percentage change in the Benchmark since the last Valuation Point as at which a Performance Fee was paid.

For the first Performance Period the Benchmark Value means the initial Net Asset Value of the Performance Fee Share Class immediately following the close of the Initial Offer Period for the Performance Fee Share Class, similarly adjusted as set out above.

Crystallisation Day means the last Business Day of the relevant Performance Period for the Performance Fee Share Class.

The **Net New Appreciation** means the amount by which the Net Asset Value of the Performance Fee Share Class at a Valuation Point (after adding back any income distributed to shareholders since the payment of a Performance Fee was last paid, but without deduction of any accrued Performance Fee) exceeds the Benchmark Value.

The **Performance Period** for Class P US Dollar will be from 1 January to 31 December each year (or the immediately preceding Business Day if the date in question is not a Business Day), except that, if at the end of a Performance Period there is no Net New Appreciation, the following Performance Period or Periods shall commence on the 1 January immediately following the Crystallisation Day in the Performance Period for which a Performance Fee was last paid until there is subsequent Net New Appreciation.

The first Performance Period for Class P Dollar Shares shall be the period commencing on the Business Day immediately following the close of the Initial Offer Period for Class P Dollar Shares and ending on 31 December 2016.

The Performance Fee will normally be payable to the Investment Manager in arrears within 14 days of the end of each relevant Performance Period. However, in the case of Shares in the Performance Fee Share Class redeemed during a Performance Period, the accrued Performance Fee in respect of those Shares will be payable within 14 days after the date of redemption as though the date of redemption was the end of the relevant Performance Period for such Shares.

Where Performance Fees are payable, these will be based on net realised and net unrealised gains and losses as at each Crystallisation Day. As a result, Performance Fees may be paid on unrealised gains which may subsequently never be realised.

If the Investment Manager receives a Performance Fee with respect to the performance of the Fund during a Performance Period, and the Fund suffers losses in a subsequent period, the Investment Manager is under no obligation to, and will not, refund such Performance Fees.

The Performance Fee is subject to a relative “high water mark” provision, such that if a Performance Fee does not arise during any Performance Period, the following Performance Period or Periods shall be adjusted as defined above under “Performance Period” and no Performance Fee shall be payable until there is Net New Appreciation.

Underperformance of the Benchmark must be clawed back before a Performance Fee becomes payable in a subsequent Performance Period.

For the purpose of calculating the Performance Fee, the Net Asset Value per Share or the Net Asset Value (as the case may be) of the Performance Fee Share Class at the end of the Performance Period will be calculated after adding back any net income distributed to Shareholders since the payment of the last relevant Performance Fee but without accounting for the Performance Fee payable in respect of the relevant Performance Period.

If the determination of the Net Asset Value per Share of the relevant Class is suspended on any Dealing Day, the calculation of the Performance Fees on that date will be based upon the next available determination of that Net Asset Value per Share and the amount of any Performance Fees accrued will be adjusted accordingly.

If the Investment Management Agreement is terminated during a Performance Period, the Performance Fee in respect of the current Performance Period will be calculated and paid as though the date of termination were the end of the relevant Performance Period. Upon termination of the Fund the Investment Manager will receive the Performance Fee for the Performance Period in which the termination occurs.

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

(b) Administration and Depositary Fees

The Depositary and Administrator are entitled to receive from the Fund a combined depositary and administration fee in the amount set out below. This combined depositary and administration fee will be paid by the Company to the Depositary and Administrator for and on behalf of the Fund. The Company will reimburse the Depositary and Administrator out of the assets of the Fund for reasonable out-of pocket expenses incurred by the Depositary and Administrator.

The Company will also reimburse the fees (which will be at normal commercial rates) and reasonable out-of-pocket expenses of any sub-custodian appointed by the Depositary, and will be liable for transaction charges (at normal commercial rates). The fees and expenses of the Depositary and Administrator accrue on each Dealing Day and are payable monthly in arrears.

The combined administration and depositary fee will not exceed 0.15% per annum of the Net Asset Value of the Fund subject to a combined annual minimum fee of £3,000 per month or such other fee as may be agreed in writing between the parties. Such amount excludes any VAT that may apply.

(c) Other Fees and Expenses

The initial expenses involved in the formation of the Fund and in connection with the issue of the Shares, the preparation and printing of this Supplement, obtaining authorisation from any authority, filing fees, the fees of all professionals relating to it and qualifying the Fund for marketing in various jurisdictions will be borne by the Investment Manager.

Any other fees and expenses payable out of the assets of the Fund are set out in the Prospectus under the heading **Fees and Expenses**.

12. **PROFILE OF A TYPICAL INVESTOR**

The Fund is suitable for experienced investors wishing to attain defined investment objectives. The investor must have experience with volatile products and must be able to accept significant temporary losses. Therefore, the Fund is suitable for investors who can afford to set aside the capital for at least five years and is designed for the investment objective of building up capital. The Fund is eligible to be held under the stocks and shares component of an Individual Savings Account.

13. **BENCHMARKS REGULATION**

As required under the Benchmark Regulation, the Company has produced and maintains a robust contingency plan setting out the actions that it would take in the event that the Benchmark materially changes or ceases to be provided.

MAJEDIE ASSET MANAGEMENT (INTERNATIONAL) INVESTMENT FUND COMPANY PLC

An umbrella fund with segregated liability between sub-funds

A company incorporated with limited liability as an open ended umbrella investment company with variable capital under the laws of Ireland, pursuant to the European Communities (Undertaking for Collective Investment in Transferable Securities) Regulations, 2011, as amended, with registered number 440463

UNDERTAKING FOR COLLECTIVE INVESTMENT IN TRANSFERABLE SECURITIES

ADDENDUM TO THE PROSPECTUS

This Addendum is supplemental to, forms part of and should be read in conjunction with, the prospectus for Majedie Asset Management (International) Investment Funds Company plc (the Company) dated 1 November 2019 (the Prospectus).

The Directors of Majedie Asset Management (International) Investment Fund Company plc whose names appear in the section entitled "**Directors of the Company**" below 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 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.

Words and expressions defined in the Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Addendum. For the purposes of interpretation, in the event of any conflict between this Addendum and the Prospectus, any such conflict shall be resolved in favour of this Addendum.

IMPORTANT: If you are in doubt about the content of this Addendum, you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

Dated: 4 March 2021

The purpose of this Addendum is to include in the Prospectus sustainability-related disclosures which are required under Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, as amended.

AMENDMENTS TO THE PROSPECTUS

1 DEFINITIONS

The section entitled **Definitions** on page 7 of the Prospectus is amended by the insertion of the following definition:

Sustainability Risk means, in the context of the Fund(s) an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment. The particular Sustainability Risks which apply to the Fund(s) are included in the section entitled **Risk Factors**.

2 FUNDS

The section entitled **Funds** on page 19 of the Prospectus is amended by the insertion of the following section as a new section under the heading **Sustainability Considerations**.

Sustainability Considerations

Integration of Sustainability Risks

The extent to which Sustainability Risks represent potential or actual material risks to the Funds is considered by the Investment Manager in its investment decision making and risk monitoring. Along with any other material risk, the Investment Manager will consider Sustainability Risks in order to seek to maximize long-term risk-adjusted returns for the Fund.

The Investment Manager undertakes materiality assessments as part of its fundamental investment approach whereby the Investment Manager assess the degree to which each company is managing its key material issues. This enables the Investment Manager to understand 1) what a company's principal, material risks and opportunities are and 2) to engage on these issues to ensure that they understand the extent to which these issues are being managed by the company, as well as how they are being managed. The Investment Manager attributes a proprietary resiliency score to each holding reflecting its evaluation of this assessment. A conviction score is also attributed to each of the holdings which reflects the Investment Manager's fundamental analysis of each holding, including information received from the materiality assessment and engagement with a company. The Investment Manager's conviction score may indicate the trading in terms of whether a particular investment is no longer suitable and to sell it or decide not make an investment in it, or whether it is suitable and should be held. This may also reflect the weighting of the holdings in the Funds. In this way, the Sustainability Risks and opportunities are integrated into investment decisions.

Assessment of the Impact of Sustainability Risks

An assessment is undertaken of the likely impacts of the Sustainability Risks listed in this Prospectus on each Fund's return.

The impacts following the occurrence of a Sustainability Risk may be numerous and may vary depending on the specific risk, region and asset class. In general, where a Sustainability Risk occurs in respect of an asset, there could be a negative impact on, or entire loss of, its value.

A Sustainability Risk can either represent a risk on its own or have an impact on other risks and contribute significantly to other risks, such as market risks, operational risks, liquidity risks or counterparty risks.

The impact of Sustainability Risks on the returns of each Fund as a whole is considered to be low to medium due to the level of diversification of investments in each Fund.

3 RISK FACTORS

The section entitled **Risk Factors** on page 20 of the Prospectus is amended by the insertion of the following risk factor:

Sustainability Risks

Sustainability Risks may arise in respect of an issuer itself, its affiliates or in its supply chain and/or apply to a particular economic sector, geographical or political region. Environmental sustainability risks, including risks arising from climate change, are associated with events or conditions affecting the natural environment. Social risks may be internal or external to an issuer and are associated with employees, local communities, customers or populations of companies or countries and regions. Governance risks are associated with the quality, effectiveness and process for the oversight of day to day management of companies and issuers.

Loss of investment value following a Sustainability Risk may occur in numerous ways. For investments in a corporate issuer, losses may result from damage to its reputation with a consequential fall in demand for its products or services, loss of key personnel, exclusion from potential business opportunities, increased costs of doing business and/or increased cost of capital. Laws, regulations and industry norms play a significant role in controlling the impact of sustainability factors on many industries, particularly in respect of environmental and social factors. Any changes in such measures, such as increasingly stringent environmental or health and safety laws, can have a material impact on the operations, costs and profitability of businesses. A corporate may also suffer the impact of fines and other regulatory sanctions. The time and resources of the corporate's management team may be diverted from furthering its business and be absorbed seeking to deal with the Sustainability Risk, including changes to business practices and dealing with investigations and litigation. Sustainability Risks may also give rise to loss of assets and/or physical loss including damage to real estate and infrastructure. The utility and value of assets held by businesses to which a Fund is exposed may also be adversely impacted by a Sustainability Risk. Further, certain industries face considerable scrutiny from regulatory authorities, non-governmental organisations and special interest groups in respect of their impact on sustainability which may cause affected industries to make material changes to their business practices which can increase costs and result in a material negative impact on the profitability of businesses. Such scrutiny may also materially impact the consumer demand for a business's products and services which may result in a material loss in value of an investment linked to such businesses.

Sustainability Risks are relevant as both standalone risks, and also as cross-cutting risks which manifest through many other risk types which are relevant to the assets of a Fund. For example, the occurrence of a Sustainability Risk can give rise to financial and business risk, including through a negative impact on the creditworthiness of other businesses.

MAJEDIE ASSET MANAGEMENT (INTERNATIONAL) INVESTMENT FUND COMPANY PLC

An umbrella fund with segregated liability between sub-funds

A company incorporated with limited liability as an open ended umbrella investment company with variable capital under the laws of Ireland, pursuant to the European Communities (Undertaking for Collective Investment in Transferable Securities) Regulations, 2011, as amended, with registered number 440463

PROSPECTUS

This Prospectus is dated 1 November 2019

The Directors of Majedie Asset Management (International) Investment Fund Company plc whose names appear in the section entitled “**Directors of the Company**” below accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

A&L Goodbody

INTRODUCTION

If Applicants are in any doubt about the contents of this Prospectus and the relevant Supplement Applicants should consult a stockbroker, bank manager, solicitor, accountant or other financial adviser.

MAJEDIE ASSET MANAGEMENT (INTERNATIONAL) INVESTMENT FUND COMPANY PLC

(the “**Company**”)

The Company is an umbrella type open-ended investment company with segregated liability between funds with variable capital incorporated on 28 May 2007 and was initially authorised under Part XIII of the Companies Act, 1990 of Ireland as a designated company pursuant to section 256 of that Act. This authorisation has been revoked and the Company is now authorised in Ireland as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 and the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 as may be amended, supplemented or consolidated from time to time. Accordingly, the Company is supervised by the Central Bank of Ireland (the “**Central Bank**”).

Authorisation of the Company by the Central Bank is not an endorsement or guarantee of the Company by the Central Bank. The Central Bank shall not be liable by virtue of its authorisation of the Company or by reason of the exercise of the functions conferred on it by legislation in relation to the Company for any default of the Company and the Central Bank shall not be responsible for the contents of the Prospectus and the Supplements. Authorisation of the Company does not constitute a warranty by the Central Bank as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company.

The difference at any one time between the sale and repurchase price of Shares in the Company means that investment in Shares should be viewed as medium to long term. A Redemption Charge of up to 3 per cent of the redemption amount may be charged by a Fund.

The Company is structured as an open-ended umbrella fund with segregated liability between Funds. Shares representing interests in different Funds may be issued from time to time by the Directors. Shares of more than one class or series in a class may be issued in relation to a Fund. All Shares of each class will rank *pari passu* save as provided for in the relevant Supplement. On the introduction of any new Fund (for which prior Central Bank approval is required) or any new class of Shares (which must be issued in accordance with the requirements of the Central Bank), the Company will prepare and the Directors will issue a new or updated Supplement setting out the relevant details of each such Fund or new class of Shares as the case may be. A separate portfolio of assets will be maintained for each Fund (and accordingly not for each class of Shares) and will be invested in accordance with the investment objective and policies applicable to such Fund. Particulars relating to individual Funds and the classes of Shares available therein are set out in the relevant Supplement. Any amendments to the Prospectus and any Supplement must be notified to and cleared in advance by the Central Bank.

The Company has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund.

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

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

The Company reserves the right to impose restrictions on the holding of Shares directly or indirectly by (and consequently to redeem Shares held by), or the transfer of Shares to any entity who, in the opinion of the Directors is a U.S. Person (unless the Directors determine (i) the transaction is permitted under an exemption available under the securities laws of the United States and (ii) that the relevant Fund and Company continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an entity who breached or falsified representations on subscription documents, who appears to be in breach of any law or requirement of any country or government Central Bank or by virtue of which such entity is not qualified to hold Shares, or if the holding of the Shares by any entity is unlawful or is less than the minimum holding set for that class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such entity, and whether taken alone or in conjunction with any other entities, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Fund incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage which the relevant Fund might not otherwise have incurred or suffered or might result in the Company on behalf of the relevant Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply.

The Company will not accept subscriptions from Applicants that are on employee benefit plans subject to the United States Employee Retirement Income Security Act 1974, as amended (“ERISA”).

Where a Non-Exempt Investor acquires and holds Shares, the Company shall, where necessary for the collection of Irish Tax, redeem and cancel Shares held by a person who is or is deemed to be acting on behalf of a Non-Exempt Investor on the occurrence of a chargeable event for Irish taxation purposes and pay the proceeds thereof to the Irish Revenue Commissioners.

This Prospectus may be translated into other languages. Any such translation shall only contain the same information and have the same meanings as this English language document. To the extent that there is any inconsistency between this English language document and the document in another language, this English language document shall prevail except to the extent (but only to the extent) required by the laws of any jurisdiction where the Shares are sold so that in an action based upon disclosure in a document of a language other than English, the language of the document on which such action is based shall prevail.

Potential subscribers and purchasers of Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements, (c) any foreign exchange restrictions or exchange control requirements and (d) any other requisite governmental or other consents or formalities which they might encounter under the laws of the countries of their incorporation, citizenship, residence or domicile and which might be relevant to the subscription, purchase, holding or disposal of Shares.

The value of and income from Shares in a Fund may go up or down and Applicants may not get back the amount they have invested in the Fund. Shares constituting each Fund are described in a Supplement to this Prospectus for each such Fund, each of which is an integral part of this Prospectus and is incorporated herein by reference with respect to the relevant Fund. Applicants should note that charges and expenses may be charged to the capital of a Fund. Thus, on redemptions of holdings Shareholders may not receive back the full amount invested. Applicants’ attention is drawn to the section entitled “Risk Factors” below which sets out certain investment risks for an investor.

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

subscribers should enquire of the Investment Manager or the Administrator as to the issue of any later Prospectus or relevant Supplement or relevant key investor information document or as to the issue of any reports and accounts of the Company.

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

This Prospectus and the relevant Supplement shall be governed by and construed in accordance with Irish law.

Defined terms used in this Prospectus shall have the meanings attributed to them in the section entitled "**Definitions**" below.

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DEFINITIONS

“Accounting Period”	means a calendar year ending 31 December;
“Administration Agreement”	means the agreement dated 12 November 2009 between the Company and the Administrator as amended, supplemented or otherwise modified from time to time;
“Administrator”	means BNY Mellon Fund Services (Ireland) Designated Activity Company or any successor thereto duly appointed in accordance with the requirements of the Central Bank as the administrator of the Company and each Fund;
“Anti-Dilution Adjustment”	means the adjustment by way of an addition or deduction (as appropriate) which the Directors may in their discretion make when calculating the Issue Price and/or the Redemption Price for Shares on any Dealing Day, when there are net subscriptions and/or redemptions (as appropriate) to cover dealing costs and to preserve the value of the underlying assets of the relevant Fund as the Directors deem necessary;
“Anti-Dilution Levy”	means the deduction from the subscription monies received or the Redemption Proceeds payable for Shares on any Dealing Day which the Directors may in their discretion make, when there are net subscriptions and/or redemptions (as appropriate) to cover dealing costs and to preserve the value of the underlying assets of the relevant Fund as the Directors deem necessary;
“Applicant”	means any person who completes and submits the Subscription Form to the Administrator in accordance with the manner set out in the Prospectus and any Supplement;
“ADRs” and “GDRs”	means American Depository Receipts and Global Depository Receipts;
“Articles”	means the Articles of Association of the Company as amended from time to time;
“Base Currency”	means in relation to any Fund such currency as is specified in the Supplement for the relevant Fund;
“Benchmark”	shall have the same meaning as in the Benchmarks Regulation;
“Benchmarks Register”	means the public register of administrators and Benchmarks required under the BMR to be established and maintained by the European Securities and Markets Authority;
“Benchmarks Regulation” and “BMR”	means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds;
“Business Day”	means in relation to any Fund such day or days as is or are specified in the Supplement for the relevant Fund;
“Central Bank”	means the Central Bank of Ireland or any successor regulatory authority with responsibility for authorising and supervising the Company;

"Central Bank Requirements"	means any rules, conditions, notices, requirements or guidance of the Central Bank from time to time affecting the Company or any Fund;
"Central Bank UCITS Regulations"	means SI No 420 of 2015 - Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015;
"Company"	means Majedie Asset Management (International) Investment Fund Company plc;
"Connected Person"	means the persons defined as such in the section headed "Portfolio Transactions and Conflicts of Interest" ;
"Companies Act"	means the Irish Companies Act, 2014 (as may be amended, consolidated or supplemented from time to time) including any regulations issued pursuant thereto, insofar as they apply to open-ended investment companies with variable capital;
"Data Protection Legislation"	means the EU Data Protection Directive 95/46/EC and the EU Privacy and Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation including the EU General Data Protection Regulation (EU) 2016/679, European Commission decisions, binding EU and national guidance and all national implementing legislation.
"Dealing Day"	means in respect of each Fund such Business Day or Business Days as is or are specified in the Supplement for the relevant Fund provided there is one Dealing Day for each Fund per fortnight;
"Dealing Deadline"	means in relation to applications for subscription, repurchase or exchange of Shares in a Fund, the date and time specified in the Supplement for the relevant Fund;
"Depositary"	means BNY Mellon Trust Company (Ireland) Limited or any successor thereto duly appointed Depositary in accordance with the requirements of the Central Bank;
"Depositary Agreement"	means the amended and restated agreement dated 21 June 2016 between the Company and the Depositary as amended, supplemented or otherwise modified from time to time;
"Directive"	means Council Directive 2009/65/EC on the co-ordination of laws, regulations and administrative provisions relating to undertakings for the collective investment in transferable securities (UCITS), as amended by Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as regards depositary functions, remuneration policies and sanctions as may be amended, supplemented, consolidated or otherwise modified from time to time;
"Directors"	means the directors of the Company, each a "Director" ;
"Distributor"	means Majedie Asset Management Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank and/or as specified in the Supplement in respect of each Fund as the distributor for that relevant Fund;
"EEA"	means the European Economic Area encompassing the Member States together with Iceland, Lichtenstein and Norway;

“Efficient Portfolio Management”

means investment decisions involving transactions that are entered into for one or more of the following specific aims; the reduction of risk, the reduction of cost, or the generation of additional capital or income for the relevant Fund;

“EU”

means the European Union;

“Euro”, “EUR” or “€”

means the lawful currency of Ireland or any successor currency;

"Exempt Irish Investor"

the list below summarises the categories of persons resident in the Republic of Ireland or ordinarily resident in the Republic of Ireland that are exempt from tax on the occurrence of a chargeable event where in certain instances a relevant declaration has been provided to the Company. However, it is important to note that full details and conditions for each type of Exempt Irish Investor can be found in Sections 739B and 739D Taxes Consolidation Act 1997. In all cases where an investor considers they may be an Exempt Irish Investor they should contact their own taxation advisors to ensure that they meet all necessary requirements

- i. a pension scheme,
- ii. a company carrying on a life assurance business,
- iii. an investment undertaking,
- iv. an investment limited partnership,
- v. a special investment scheme,
- vi. a unit trust, to which Section 731(5)(a) TCA, 1997 applies,
- vii. a charity,
- viii. a qualifying management company,
- ix. a specified company,
- x. certain persons exempt from income tax and capital gains tax by virtue of Section 784A(2) TCA, 1997,
- xi. where the Shares held are assets of a special savings incentive account,
- xii. the Shares are assets of a personal retirement savings account,
- xiii. a credit union,

- xiv. a company that is or will be within the charge to corporation tax but only where the fund is a Money Market Fund,
- xv. the National Pensions Reserve Fund Commission or a Commission investment vehicle (within the meaning given by Section 2 of the National Pensions Reserve Fund Act 2000 as amended),
- xvi. the State acting through the National Pensions Reserve Fund Commission or a Commission investment vehicle within the meaning given by Section 2 of the National Pensions Reserve Act 2000 (as amended),
- xvii. the National Asset Management Agency,
- xviii. the National Treasury Management Agency or a Fund investment vehicle within the meaning of section 739D(6)(kb) TCA 1997;
- xix. the Motor Insurers Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurers Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018)
- xx. a company who is within the charge to corporation tax in accordance with Section 110(2) TCA 1997 in respect of payments made to it by the investment undertaking,
- xxi. an Intermediary acting on behalf of shareholders listed at i) to xiv) above, and
- xxii. an Intermediary acting on behalf of persons who are neither Resident in the Republic of Ireland nor Ordinarily Resident in the Republic of Ireland for tax purposes;
- xxiii. any other person as may be approved by the Directors from time to time provided the holding of shares by such person does not result in a potential liability to tax arising to the Company in respect of that Shareholder under Part 27, Chapter 1A of the TCA.

“Fund”

means a separate portfolio of assets which is invested in accordance with the investment objective and policies as set out in the relevant Supplement and to which all liabilities, income and expenditure attributable or allocated to such fund shall be applied and charged and **“Funds”** means all or some of the Funds as the context requires or any other funds as may be established by the Company from time to time with the prior approval of the Central Bank;

"GDPR"

means Regulation (EU) 2016/679 known as the General Data Protection Regulation, which comes into force on 25 May 2018.

“Initial Issue Price”

means the price per Share at which Shares are initially offered in a Fund during the Initial Offer Period as specified in the Supplement for the relevant Fund;

“Initial Offer Period”

means the period during which Shares in a Fund are initially offered at the Initial Issue Price as specified in the Supplement for the relevant Fund;

“Investment Management and Distribution Agreement”

means the amended and restated investment management and distribution agreement dated 9 December 2013 between the Company and Majedie Asset Management Limited or as specified in the supplement for the relevant Fund between the Company and the respective Investment Manager as substituted, amended, supplemented, novated or otherwise modified from time to time in accordance with the requirements of the Central Bank;

“Investment Manager”

means Majedie Asset Management Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank and/or as specified in the Supplement in respect of each Fund as the investment manager for that relevant Fund;

“Euronext Dublin”	means the Irish Stock Exchange plc trading as Euronext Dublin;
“Issue Price”	means the Net Asset Value per Share as at the Valuation Point;
“Markets”	mean the regulated markets and stock exchanges set out in Appendix I;
“Member State”	means a member state of the EU;
“Minimum Fund Size”	means such amount as the Directors decide for each Fund and as set out in the Supplement for the relevant Fund;
“Minimum Additional Investment Amount”	means such amount (if any) as the Directors may from time to time prescribe as the minimum additional investment amount required by each Shareholder for Shares of each class in a Fund as is specified in the Supplement for the relevant Fund;
“Minimum Initial Investment Amount”	means such other amount as the Directors may from time to time determine and set out in the relevant Supplement;
“Minimum Redemption Amount”	means such amount (if any) as the Directors may from time to time determine as the minimum redemption amount required by each Shareholder for the relevant class of Shares within a Fund as is specified in the relevant Supplement;
“Minimum Shareholding”	means such value of Shares of any class (if any) as specified in the Supplement for the relevant class of Shares within a Fund;
“money market instrument”	means instruments normally dealt in on the money markets which are liquid and have a value which can be accurately determined at any time;
“month”	means a calendar month;
“Net Asset Value” or “Net Asset Value per Share” or “NAV” or “NAV per Share”	means in respect of the assets of a Fund or the Shares in a Fund, the amount determined in accordance with the principles set out in the section entitled “Calculation of Net Asset Value/Valuation of Assets” below as the Net Asset Value of a Fund or the Net Asset Value per Share;
“Non-Exempt Investor”	means an investor who is; <ul style="list-style-type: none"> (i) an Irish tax resident or, in the case of non-corporate investors, Irish tax resident and/or ordinary resident in Ireland and the investor does not qualify as an Exempt Irish Investor; or (ii) non-Irish tax resident, but a declaration of non-Irish tax residence has not been correctly provided where such a declaration is required;
“Non-Member State”	means a state which is not a Member State;
“OECD”	means the Organisation for Economic Co-operation and Development;

“Person Closely Associated”	<p>in relation to a director means:</p> <p>(a) the spouse of the director, (b) dependent children of the director, (c) other relatives of the director, who have shared the same household as that person for at least one year on the date of the transaction concerned, (d) any person - (i) the managerial responsibilities of which are discharged by a person - (I) discharging managerial responsibilities within the issuer, or (II) referred to in paragraph (a), (b) or (c) of this definition, (ii) that is directly or indirectly controlled by a person referred to in subparagraph (i) of paragraph (d) of this definition, (iii) that is set up for the benefit of a person referred to in subparagraph (i) of paragraph (d) of this definition, or (iv) the economic interests of which are substantially equivalent to those of a person referred to in subparagraph (i) of paragraph (d) of this definition;</p>
“Recognised Exchange”	any regulated stock exchange or other regulated market on which the Company may invest in securities;
“Redemption Proceeds”	means the amount due on the redemption of Shares being the Net Asset Value as at the Valuation Point;
“Redemption Price”	means the Net Asset Value per Share;
“Regulated Market”	means a market which is subject to supervision by an authority, duly appointed or recognised by the state in which it is located which is provided for in the Articles;
“Regulations”	means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, and the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 as may be amended, consolidated and substituted from time to time, for the time being in force and any rules made by the Central Bank pursuant to them;
“Related Companies”	has the meaning assigned thereto in Section 2(10) of the Companies Act as amended from time to time. In general, this provision states that companies are related where 50% of the paid up share capital of, or 50% of the voting rights in, one company are owned directly or indirectly by another company;
“Series”	Shares designated as a particular series of Shares in a class representing an interest in a Fund for which a performance fee will be calculated separately;
“Settlement Date”	means in respect of receipt of subscription monies for subscription for Shares, or dispatch of monies for the repurchase of Shares, the date specified in the Supplement for the relevant Fund;
“Shareholders”	means holders of Shares, and each a “Shareholder” ;
“Shares”	means participating shares in the Company representing interests in a Fund and where the context so permits or requires any class or series in a class of participating shares representing interests in a Fund;

“Sterling”, “Pound” and “£”	means the lawful currency of the United Kingdom or any successor currency;
“Subscription Form”	means the application form pursuant to the provisions of which an Applicant agrees to purchase Shares in and become a Shareholder of the Company as prescribed by the Company from time to time and which may be obtained from the Distributor and Administrator;
“Supplement”	means any supplement to the Prospectus issued on behalf of the Company from time to time;
“TCA”	means the Irish Taxes Consolidation Act, 1997, as amended from time to time;
“transferable securities”	shall have the meaning prescribed to it in the Central Bank Requirements, as may be amended from time to time;
“UCITS”	means an undertaking for the collective investment in transferable securities established and authorised by the competent authority of a Member State in accordance with the Directive;
“Umbrella Cash Account”	means a subscription and redemption account at umbrella level in the name of the Company;
“Underlying Funds”	means a fund in which a Fund may invest in accordance with the investment objectives and policies of the Fund, details of which will be set out in the relevant Supplement;
“United Kingdom” and “UK”	means the United Kingdom of Great Britain and Northern Ireland;
“United States” and “U.S.”	means the United States of America, (including each of the states, the District of Columbia and the Commonwealth of Puerto Rico) its territories, possessions and all other areas subject to its jurisdiction;
“U.S. Dollar”, “USD”, “US\$”, “Dollars” and “\$”	means the lawful currency of the United States or any successor currency;
“U.S. Person”	shall have the meaning prescribed in Regulation S under the United States Securities Act of 1933, as amended (the “Securities Act”) and thus shall include (i) any natural person resident in the United States; (ii) any partnership or corporation organised or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. Person; (iv) any trust of which any trustee is a U.S. Person; (v) any agency or branch of a foreign entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (vii) any discretionary account dealer or other fiduciary organised or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if (A) organised or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts; and
“Valuation Point”	the point in time by reference to which the Net Asset Value of a Fund and the Net Asset Value per Share are calculated as is specified in the Supplement for the relevant Fund.

FUNDS

The Company is structured as an umbrella fund in that different Funds may be established from time to time by the Directors with the prior approval of the Central Bank. On the introduction of any new Fund, the Directors will issue documentation setting out the relevant details of each such Fund. A separate portfolio of assets will be maintained for each Fund. Separate records will also be maintained for each Fund with assets and liabilities allocated to the relevant Fund and each Fund will be invested in accordance with the investment objective applicable to such Fund. Particulars relating to each Fund are set out in a Supplement to the Prospectus.

Shares may be issued in relation to each Fund. Different classes of Shares may also be issued in relation to any Fund subject to notifying and clearing in advance with the Central Bank of the creation of each class of Shares and the different classes of Shares available for issue in each Fund will be set out in a Supplement for the relevant Fund. The different classes of Shares in a Fund may have different charging structures, designation of Shares in different currencies or gains/losses on and costs of different financial instruments employed for currency hedging between the Base Currency of a Fund and the designated currency of the relevant class of Shares and the Minimum Initial Investment Amount therefor may also differ. Details of such structures and amounts for each Fund shall be set out in a Supplement for the relevant Fund. The different classes of Shares within a Fund together represent interests in a single pool of assets.

The Company has segregated liability between its Funds and accordingly any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund.

Investment Objective and Policies

The Articles provide that the investment objective and policies for each Fund will be formulated by the Directors at the time of the creation of that Fund. Details of the investment objective and policies for each Fund of the Company appear in the Supplement for the relevant Fund.

Any change in the investment objective or material change to the investment policy of a Fund may only be made with approval on the basis of a majority of votes cast at a general meeting of the Shareholders of the Fund. Subject and without prejudice to the first sentence of this paragraph, in the event of a change of investment objective and/or policies of a Fund, a reasonable notification period must be given to each Shareholder of the Fund to enable a Shareholder to have its Shares redeemed prior to the implementation of such change.

Investment Restrictions

1. Investments of a Fund are confined to:
 - 1.1. Transferable securities and money market instruments, as prescribed in the Central Bank Requirements, which are either admitted to official listing on a stock exchange in an EU Member State or non-EU Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in an EU Member State or non-EU 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 Central Bank Requirements, other than those dealt on a regulated market.
 - 1.4. Units of UCITS.
 - 1.5. Units of AIFs as prescribed in the Central Bank Requirements.
 - 1.6. Deposits with credit institutions as prescribed in the Central Bank Requirements.
 - 1.7. Financial derivative instruments as prescribed in the Central Bank Requirements.

Investment Limits

- 2.1. A Fund may invest no more than 10% of its Net Asset Value in transferable securities and money

market instruments other than those referred to in paragraph 1.

- 2.2. Subject to the second paragraph of this section 2.2. a Fund shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations 2011 apply. Paragraph (1) does not apply to an investment by a Fund in US Securities known as “Rule 144 A securities” provided that:
- 2.2.1. the relevant securities have been issued with an undertaking to register the securities with the U.S. Securities and Exchange Commission within one year of issue; and
 - 2.2.2. the securities are not illiquid securities i.e. they may be realised by the Fund within seven days at the price, or approximately at the price, which they are valued by the Fund.
- 2.3. A Fund may invest no more than 10% of its Net Asset Value 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 an EU Member State or the United Kingdom and is subject by law to special public supervision designed to protect bond-holders. If a Fund invests more than 5% of its Net Asset Value in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the Net Asset Value of the Fund.
- 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 an EU Member State or the United Kingdom or its local authorities or by a non-EU Member State or public international body of which one or more EU 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. Cash booked in accounts and held as ancillary liquidity shall not exceed 20% of the net assets of the Fund.
- 2.8. The risk exposure of a Fund to a counterparty to an OTC derivative may not exceed 5% of its **Net Asset Value**.
- This limit is raised to 10% in the case of a credit institution authorised in the European Economic Area; 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, UK) 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 the Net Asset Value of a Fund:
- 2.9.1. investments in transferable securities or money market instruments;
 - 2.9.2. deposits, and/or
 - 2.9.3. 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 the Net Asset Value of a Fund.
- 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 the Net Asset Value of a Fund may be applied to investment in transferable securities and money market instruments within the same group.
- 2.12. A Fund may invest up to 100% of its Net Asset Value in different transferable securities and money market instruments issued or guaranteed by any EU Member State, its local authorities, non-EU Member States or public international bodies of which one or more EU Member States are members or by the United Kingdom, Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States or any of the following:

OECD Member States, excluding those listed above (provided the relevant issues are investment grade)
 European Investment Bank
 European Bank for Reconstruction and Development
 International Finance Corporation
 International Monetary Fund
 Euratom
 The Asian Development Bank
 European Central Bank
 Council of Europe
 Eurofima
 African Development Bank
 International Bank for Reconstruction and Development (The World Bank)
 The Inter-American Development Bank
 European Union
 Federal National Mortgage Association (Fannie Mae)
 Federal Home Loan Mortgage Corporation (Freddie Mac)
 Government National Mortgage Association (Ginnie Mae)
 Student Loan Marketing Association (Sallie Mae)
 Federal Home Loan Bank
 Federal Farm Credit Bank
 Tennessee Valley Authority

The Fund must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of its Net Asset Value.

3. ***Investment in Collective Investment Schemes (CIS)***

- 3.1. A Fund may not invest more than 20% of its Net Asset Value in any one CIS.
- 3.2. Investment in AIFs may not, in aggregate, exceed 30% of the Net Asset Value of a Fund.
- 3.3. The CIS are prohibited from investing more than 10% of net asset value in other open-ended CIS.
- 3.4. When a Fund invests in the units of other CIS that are managed, directly or by delegation, by the Investment Manager or by any other company with which the Investment Manager is linked by common management or control, or by a substantial direct or indirect holding, the Investment Manager or other company may not charge subscription, conversion or redemption fees on account of the Fund's investment in the units of such other CIS.
- 3.5. Where a commission (including a rebated commission) is received by the Fund 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 Fund.

4. ***Index Tracking UCITS***

- 4.1. A Fund may invest up to 20% of its Net Asset Value in shares and/or debt securities issued by the same body where the investment policy of the Fund is to replicate an index which satisfies the criteria set out in the Central Bank Requirements and is recognised by the Central Bank.
- 4.2. The limit in 4.1 may be raised to 35% of the Net Asset Value of the Fund, 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 Fund may acquire no more than:
 - 5.2.1. 10% of the non-voting shares of any single issuing body;

5.2.2. 10% of the debt securities of any single issuing body;

5.2.3. 25% of the units of any single CIS;

5.2.4. 10% of the money market instruments of any single issuing body.

The limits laid down in 5.2.2, 5.2.3 and 5.2.4 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:

5.3.1. transferable securities and money market instruments issued or guaranteed by an EU Member State or its local authorities;

5.3.2. transferable securities and money market instruments issued or guaranteed by a non-EU Member State and the United Kingdom;

5.3.3. transferable securities and money market instruments issued by public international bodies of which one or more EU Member States are members;

5.3.4. shares held by a Fund in the capital of a company incorporated in a non-EU 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 Fund 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-EU 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;

5.3.5. 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. A Fund 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 a recently authorised Fund 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 its authorisation, provided it observes the principle of risk spreading.

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

5.7. A Fund may not carry out uncovered sales of:

5.7.1. transferable securities;

5.7.2. money market instruments*;

5.7.3. units of CIS; or

5.7.4. financial derivative instruments.

5.8. A Fund may hold ancillary liquid assets.

6. ***Financial Derivative Instruments (FDIs)***

* Any short selling of money market instruments by the Company is prohibited

- 6.1. A Fund's global exposure (as prescribed in the Central Bank Requirements) relating to FDI must not exceed its 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 Central Bank Requirements. (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 Central Bank Requirements.)
- 6.3. A Fund may invest in OTC derivatives provided that the counterparties to the OTC derivatives 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.

It is intended that the Company should have the power to avail of any change in the law, regulations or guidelines which will permit investment in assets and securities on a wider basis than set out above. Any changes to any of the restrictions at any time will require the approval of the Central Bank. Each of the investment restrictions set out above are deemed to apply at the time of entry into the relevant transaction. If the limits are subsequently exceeded for reasons beyond the control of the Company or as a result of the exercise of subscription rights, the Company must adopt as a priority objective the remedying of that situation, taking due account of the interests of its Shareholders.

The Directors may from time to time impose such further investment restrictions as shall be compatible with or in the interests of Shareholders, in order to comply with the laws and regulations of the countries where Shareholders are located. Any further investment restrictions will not conflict with the Central Bank Requirements.

A Fund may derogate from its investment restrictions or any specific investment restriction set out in the Supplement for the relevant Fund for six months following the date of its approval provided it observes the principle of risk spreading.

Details of any specific investment restrictions for a Fund are set out in the Supplement for the relevant Fund.

Efficient Portfolio Management

The Company, on behalf of a Fund, may employ techniques and instruments relating to transferable securities and money market instruments, subject to the Regulations, in which it invests for efficient portfolio management purposes. The use of techniques and instruments for efficient portfolio management purposes is subject to the conditions and within the limits laid down by the Central Bank Requirements.

Where such operations concern the use of derivative transactions, this will be set out in the relevant Supplement and the Company must employ a risk-management process which enables it to accurately monitor, measure and manage at any time the risk of a Fund's positions and their contribution to the overall risk profile of the portfolio of assets of a Fund. It must employ a process for accurate and independent assessment of the value of OTC derivatives. Before investing in any financial derivative instruments on behalf of a Fund, the Company must file a risk management process report with the Central Bank and in accordance with particular requirements of the Central Bank shall specify, for that purpose, the types of derivative instruments, the underlying risks, the quantitative limits and the methods which are chosen in order to estimate the risks associated with transactions in any derivative instruments applicable to a Fund. The Company will ensure that a Fund's global exposure to FDIs does not exceed the total net asset value of its portfolio and that counterparty risk exposure to any OTC derivative transactions never exceeds the limits permitted under the Regulations.

The Company will, on request, provide supplementary information to Shareholders relating to the risk management methods employed, including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

The specific techniques and instruments to be utilised by each Fund (if any) are set out in the Supplement for the relevant Fund. Such techniques may involve the lending of portfolio securities by a Fund, but such lending must be secured by adequate collateral (where required by the Central Bank), further details of which are set out in the Supplement for the relevant Fund, where applicable.

Borrowing and Lending Powers

The Company may borrow up to 10% of a Fund's net assets at any time for the account of any Fund and the Depositary upon the Company's direction may charge the assets of such Fund as security for any such borrowing, provided that such borrowing is only for temporary purposes. Credit balances (e.g. cash) may not be offset against borrowings when determining the percentage of borrowings outstanding. Assets of a Fund may not be passed outside the Depositary's custody network to secure borrowings. Any particular borrowing restrictions for a Fund will appear in the Supplement for the relevant Fund. Without prejudice to the powers of the Company to invest in transferable securities, money market instruments and other financial instruments referred to in paragraph 1 of the **Investment Restrictions** under the heading **Permitted Investments**, the Company may not lend to, or act as guarantor on behalf of, third parties. A Fund may acquire transferable securities, money market instruments and other financial instruments referred to in paragraph 1 of the **Investment Restrictions** above which are not fully paid. The Company may not carry out uncovered sales of transferable securities, money market instruments and other financial instruments.

The Company may acquire foreign currency by means of a back to back loan agreement(s). Foreign currency obtained in this manner is not classified as borrowing for the above mentioned 10% limit provided that the offsetting deposit (a) is denominated in the Base Currency of the relevant Fund and (b) equals or exceeds the value of the foreign currency loan outstanding.

Dividend Policy

The dividend arrangements relating to each Fund will be decided by the Directors at the time of the creation of the relevant Fund and details are set out where applicable in the Supplement for the relevant Fund. Under the Articles, the Directors are entitled to declare and pay such dividends at such times as they think fit and as appear to be justified, out of the accumulated net revenue including interest and dividends earned by the relevant Fund and/or realised and unrealised capital gains on the disposal/valuation of investments and other assets less realised and unrealised capital losses of the relevant Fund. The Company will be obliged and entitled to deduct an amount in respect of Irish taxation from any dividend payable to an investor in any Fund who is or is deemed to be a Non-Exempt Investor and pay such sum to the Revenue Commissioners in Ireland.

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

Dividends payable in cash to Shareholders will be paid by telegraphic transfer to the bank account in the name of the Shareholder at its risk and expense.

Benchmark Regulation

The BMR became fully applicable in the EU on 1 January 2018, subject to certain transitional provisions.

Where the objective of a Fund references a Benchmark, the Company is required to include the Prospectus clear and prominent information stating whether the Benchmark is provided by a Benchmark administrator included in the Benchmarks Register. This information is included in the relevant appendix of the Fund.

However under the BMR transitional provisions, a Benchmark administrator may continue to provide and the Company may continue to reference an existing Benchmark until 1 January 2020 or until such time as an application for authorisation or registration by the Benchmark administrator has been refused.

In addition, as required under BMR where it uses a Benchmark to measure the performance of a Fund for the purpose of computing performance fees, the Company has produced and maintains a robust contingency plan setting out the actions that it would take in the event that the Benchmark materially changes or ceases to be provided. The Company uses a Benchmark for calculating performance fees in relation to Class P Shares in Majedie Asset Management US Equity Fund.

RISK FACTORS

General Risk

The Funds' will be investing in assets selected by the Investment Manager in accordance with the respective investment objectives and policies. The value of investments and the income from them, and therefore the value of and income from Shares relating to each Fund, will therefore be closely linked to the performance of such investments. Investments made by the Investment Manager will be speculative and an investment in a Fund, therefore, involves a degree of risk. There is no guarantee that the investment objective of a Fund, or its risk monitoring, will be achieved and results may vary substantially over time. A Fund's investment strategy may carry considerable risks. The value of investments and the income from them, and therefore the value of and income from Shares relating to each Fund, can go down as well as up and a Shareholder may not get back the amount he invests. Changes in exchange rates between currencies or the conversion from one currency to another may also cause the value of the investments to diminish or increase.

The income and gains of a Fund from its assets may suffer withholding tax which may or may not be reclaimable in the countries where such income and gains arise. If the position changes in the future and either the application of a higher or lower rate results in an additional payment of tax or a repayment to the relevant Fund respectively, the Net Asset Value will not be re-stated and the benefit or the cost will be allocated to the existing Shareholders of the relevant Fund rateably at the time of adjustment.

While the provisions of the Companies Act provide for segregated liability between Funds, these provisions have yet to be tested in foreign courts, in particular, in satisfying local creditors' claims.

Reliance on the Investment Manager

The Shareholders will have no right to participate in the management of a Fund or in the control of its business. Accordingly no person should purchase any Shares unless he is willing to entrust all aspects of management of the Fund to the Company and all aspects of selection and management of the Fund's investments to the Investment Manager. The Fund's success will depend completely on the efforts of the Company and the Investment Manager and each of its principals.

No Assurance or Guarantee

There can be no assurance or guarantee that the stated investment objectives of a Fund will be met and all of each Shareholder's investment is at risk. Each Shareholder may therefore receive a return from their investment which is insufficient at that time to meet their investment objective. Shareholders in each Fund will share economically the investment risks in relation to that Fund on a pooled basis during the period of time that they are recorded as having Shares.

Brexit

The United Kingdom's referendum held on 23 June 2016 resulted in a majority voting in favour of the United Kingdom (UK) leaving the EU. The UK parliament decided to formally start the process to leave the EU on 29 March 2017 pursuant to Article 50 of the Treaty on the European Union, which provides for a period of up to two years for negotiation and coming into effect of a withdrawal agreement between the UK and the rest of the EU. The two year negotiation period was subsequently extended by unanimous agreement between the UK and the rest of the EU in 2019. As it stands, there remains a risk that the UK will leave the EU without a withdrawal agreement having been reached.

Ireland will remain a member of the EU and the Company remains an EU regulated UCITS that can avail of passporting rights under the UCITS Regulations to market and sell shares in the Company in the EU, subject to complying with the terms of the UCITS Regulations.

However, the Company may be negatively impacted by changes in law and tax treatment resulting from the UK's departure from the EU particularly as regards any UK situate investments held by the Company and the fact that the Company may no longer have a right to market and sell shares in the Company in the UK, following the UK's exit from the EU. In addition, UK domiciled investors in the Company may be impacted by changes in law, particularly as regards UK taxation of their investment in the Company, resulting from the UK's departure from the EU. However, the Company has applied for the Temporary Permissions Regime with the UK Financial Conduct Authority (the "FCA") which enables financial services firms based in the EEA to continue operating in

the UK after Brexit. The above will all be dependent on the terms of the UK's exit, which are to be negotiated by the UK and the rest of the EU, and UK law following such an exit. There is likely to be a degree of continued market uncertainty regarding this exit process which may also negatively impact the value of investments held by the Company.

No assurance can be given that such matters will not adversely affect the Company and/or the Investment Manager's ability to achieve the Company's investment objectives.

Counterparty and Settlement Risk

The Company may enter into over-the-counter (i.e. off-exchange) derivative contracts in relation to the Fund, and accordingly will be exposed to the risk that the counterparties to such contracts may, in an insolvency or similar event, be unable to meet their contractual obligations under the contracts. If a counterparty was unable to meet its contractual obligations under a derivative, the Fund in relation to which the Company had entered into that derivative could incur a loss and this would have an adverse effect on the value of the Fund. The fact that the derivatives will be entered into over-the-counter, rather than on a regulated market may increase the potential for loss by the Fund.

Currency Risk

Prospective investors whose assets and liabilities are predominantly in currencies, other than the Base Currency of the Fund, should take into account the potential risk of loss arising from fluctuations in value between the currency of investment and such other currencies.

Paying Agent Risk

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 the Company or the relevant Fund (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 Company or the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant Shareholder.

Repurchase Agreements

A Fund may enter into repurchase agreements for the purposes of efficient portfolio management, subject to the conditions and limits set out in the Central Bank Requirements. If the other party to a repurchase agreement should default, the Fund might suffer a loss to the extent that the proceeds from the sale of the underlying securities and other collateral held by the Fund in connection with the reputed repurchase agreement are less than the repurchase price. In addition, in the event of bankruptcy or similar proceedings of the other party to the repurchase agreement or its failure to repurchase the securities as agreed, the Fund could suffer losses, including loss of interest on or principal of the security and costs associated with delay and enforcement of the purchase agreement.

Stocklending

Some Funds have the power to lend any or all of its securities and may do so from time to time, as and when considered appropriate in the interests of Shareholders and in accordance with applicable Central Bank Requirements and market practice. Stocklending arrangements are entered into to provide a low risk additional source of income for a Fund. Where a Fund enters into stocklending arrangements, the Fund will have a right to terminate such agreements at any time and demand the return of any or all of the securities loaned. There is a risk in the exposure to the market if recourse has to be had to collateral, or if there is fraud or negligence on the part of the Depository, Investment Manager or lending agent. In addition, there is an operational risk associated with marking to market daily valuations and there are potential stability risks of providers of collateral. The principal risk in such stocklending arrangements is the insolvency of the borrower. In this event, the relevant Fund could experience delays in recovering its securities and such event could possibly result in capital losses.

Use of Umbrella Cash Account and individual cash account

Subscription monies received in respect of a Fund in advance of the issue of Shares will be held either in an Umbrella Cash Account in the name of the Company or in an individual cash account in the name of a Fund. In each scenario, subscription monies will be treated as a general asset of the relevant Fund. In addition, investors

will be unsecured creditors of the relevant Fund with respect to the amount subscribed and held by the Company until Shares are issued on the relevant Dealing Day. As such, investors will not benefit from any appreciation in the NAV of the relevant Fund or any other Shareholder rights (including dividend entitlement) until such time as Shares are issued on the relevant Dealing Day. In the event of an insolvency of the Fund or the Company, there is no guarantee that the Fund or Company will have sufficient funds to pay unsecured creditors in full.

Payment of redemption proceeds and dividends in respect of a particular Fund is subject to receipt by the Administrator of original subscription documents and compliance with all anti-money laundering procedures. Notwithstanding this, redeeming Shareholders will cease to be Shareholders, with regard to the redeemed Shares, and will be unsecured creditors of the particular Fund, from the relevant Dealing Day. Pending redemptions and distributions, including blocked redemptions or distributions, will, pending payment to the relevant Shareholder, be held either in an Umbrella Cash Account in the name of the Company or, in an individual cash account in the name of a Fund. In each scenario, redeeming Shareholders and Shareholders entitled to such distributions will be unsecured creditors of the relevant Fund, and will not benefit from any appreciation in the NAV of a Fund or any other Shareholder rights (including further dividend entitlement), with respect to the redemption or distribution amount held in the Umbrella Cash Account or in an individual cash account. In the event of an insolvency of the relevant Fund or the Company, there is no guarantee that the Fund or the Company will have sufficient funds to pay unsecured creditors in full. Redeeming Shareholders and Shareholders entitled to distributions should ensure that any outstanding documentation and information is provided to the Administrator promptly. Failure to do so is at such Shareholder's own risk.

In the event of the insolvency of a Fund, recovery of any amounts held in the Umbrella Cash Account to which another Fund is entitled, but which may have transferred to the insolvent Fund as a result of the operation of the Umbrella Cash Account, will be subject to the principles of Irish insolvency 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 amounts due to other Funds.

Further detail of the Company's Umbrella Cash Account and/or any individual cash accounts in the name of the Funds, are available on request from the Administrator.

Additional risk factors (if any) in respect of each Fund are set out in the Supplement for the relevant Fund.

MANAGEMENT OF THE COMPANY

MAJEDIE ASSET MANAGEMENT (INTERNATIONAL) INVESTMENT FUND COMPANY PLC

Directors of the Company

The Directors of the Company are described below:-

Vincent Dodd (Irish resident)

Vincent Dodd, has over 24 years' experience in fund management, fund administration, and private banking. Since 2003 he has acted as an advisor and independent director to a number of Irish and IFSC financial entities, UCITS, and exchange listed mutual funds. Vincent established and was appointed Head of Private Banking at KBC Bank in Ireland from 1997 to 2003. Before joining KBC Bank, he was Head of Business Development at Bank of Ireland Securities Services, the custody and fund administration arm of the Bank of Ireland. From 1993 to 1997 he was a senior manager in the Private Clients Group of the Investment Bank of Ireland, prior to joining Bank of Ireland Securities Services. Vincent received his BA in Economics and Politics from University College Dublin in 1986, and a DBA in Corporate Finance and Business Administration in 1987 from Queens University Belfast. He is a member of the Institute of Directors. In 2010 he completed the Postgraduate Diploma in Corporate Governance awarded by the Smurfit Business School of University College Dublin.

John E. Donohoe (Irish resident)

John Donohoe is the founder and CEO of Carne Global Financial Services Limited, a provider of independent governance and distribution support for the asset management industry. He has over 25 years' experience in the financial services industry having held senior positions with Deutsche Bank, State Street and KPMG. He has served as an Executive or Non-executive Director on various Deutsche Bank boards, including Deutsche International (Ireland) Limited and subsidiaries, Morgan Grenfell & Co Limited, Deutsche Trustees (UK) Limited and The WM Company Limited. John spent 12 years with Deutsche Bank, where he rose to become CEO, Europe, Asia and Offshore, Deutsche Global Fund Services. Prior to establishing Carne, John was a Senior Vice-President of State Street. He qualified as a Chartered Accountant with KPMG in Dublin and is a Fellow of the Institute of Chartered Accountants. He holds a First Class Honours Degree in Accounting & Finance from Dublin City University.

Robert Harris

Robert Harris is the Chief Executive Officer of Majedie Asset Management Limited. He has 23 years' experience in the investment management industry, in both investment and business roles. He co-managed both the Majedie UK Equity and UK Focus funds between 2003 and 2010 before becoming Managing Director of Majedie in 2011 and then CEO in 2012. Before co-founding Majedie in 2002, Rob had been a Director at Mercury Asset Management (subsequently acquired by Merrill Lynch, now BlackRock). While at Mercury, he was responsible for managing institutional portfolios with combined UK equity assets of £1.2bn. Rob joined Mercury Asset Management in 1993. Rob holds a Bachelor of Arts degree in Classics from the University of Durham, the ASIP qualification and is an Associate Member of the CFA Society of the UK.

Brian McDermott (Irish resident)

Brian McDermott has been a partner in A&L Goodbody, one of Ireland's largest law firms, since 1997. He specialises in financial services law and is Head of the A&L Goodbody Asset Management & Investment Funds Group. He has extensive experience in the establishment and authorisation of all types of investment funds including UCITS, AIFs and non-regulated funds and also advises on fund structures including the ICAV. In addition to advising the investment managers of such funds, he advises fund investors, fund directors and fund service providers including administrators, custodians and prime brokers on relevant Irish law, regulation and practices. Brian also advises on all aspects of the regulation of asset management and fund servicing activities in Ireland including advising on the establishment of asset management and fund servicing operations, UCITS and AIF management companies and obtaining the requisite authorisations.

Chris Simmons

Chris Simmons is the Chief Financial Officer and Chief Operating Officer of Majedie Asset Management Limited. He has over 15 years' experience in the finance industry and UK equity markets. Prior to joining Majedie Asset Management in 2011, he worked for seven years as a fund manager at Majedie Investments PLC where he managed the investment of UK and global equity mandates. He also served as a Non-Executive Director at Majedie Asset Management. Between 1999 and 2004, he was a manager at Deloitte LLP, specialising in the audit and advisory of asset management companies. He holds a Bachelor of Arts degree in Industrial Economics from the University of Nottingham and is a member of the ICAEW.

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

None of the Directors have ever:

- (i) had any unspent convictions in relation to indictable offences; or
- (ii) been a director of any company or partnership which, while he was a director with an executive function or partner at the time of or within the 12 months preceding such events, been declared bankrupt, went into receivership, liquidation, administration or voluntary arrangements; or
- (iii) been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies); or been disqualified by a court from acting as a director of a company or from acting in the management or conduct of affairs of any company.

The Company

The Company has delegated the day to day investment management, distribution and administration of the assets of the Company to the Investment Manager, the Distributor and the Administrator respectively.

Investment Manager and Distributor

The Company has appointed Majedie Asset Management Limited to act as investment manager to the Company and each Fund pursuant to an Investment Management and Distribution Agreement described below under the heading "Material Contracts". Majedie Asset Management Limited is also the distributor of the Company.

Majedie Asset Management Limited was approved by the UK Financial Conduct Authority on 19 December 2002 and has its registered office at 10, Old Bailey, London EC4M 7NG, UK. The Investment Manager is a regulated asset manager, which as of 30 June 2019 had approximately GBP 11.6 billion of assets under management.

The Company may appoint additional investment managers from time to time in accordance with the requirements of the Central Bank, details of which will be set out in the supplement for the relevant Fund.

Majedie Asset Management Limited has also been appointed by the Company to act as distributor to the Company and each Fund pursuant to an Investment Management and Distribution Agreement described below under the heading "Material Contracts" and will promote the distribution and marketing of the Shares.

Remuneration Policy

Taking into account the internal organisation and the nature, scale and complexity of the Company's activities as outlined above, the Board has put in place a remuneration policy designed to ensure that any relevant conflicts of interest can be managed appropriately at all times, taking into consideration the need to align risks in terms of risk management and exposure to risk and for the policies to be in line with the business strategy, objectives and interests of the Company.

The Company has no employees to whom remuneration is paid. The Directors are paid fixed fees in accordance with this Prospectus, as disclosed in the section entitled **FEES AND EXPENSES**.

The Board is satisfied that the Company's remuneration policies for the Directors whose activities may have a material impact on the risk profiles of the Company are consistent with and promote sound and effective risk management and do not encourage risk-taking which is inconsistent with the risk profiles of the Company. None of the Directors has a performance based variable component to their remuneration, therefore avoiding any

potential conflicts of interest. The components of any variable element to remuneration arrangements in the future will be in accordance with the Regulations, as will deferral payment thereof. The Investment Manager is subject to equally effective measures as the remuneration provisions set out in the Regulations and will implement a remuneration policy in accordance with the requirements applicable to it.

The details of the Company's remuneration policy are available on www.majedie.com and a copy will be made available free of charge on request.

Depository

The Company has appointed BNY Mellon Trust Company (Ireland) Limited to act as the depository of the Company's assets pursuant to the Depository Agreement. The Depository is a private limited liability company incorporated in Ireland on 13th October 1994. The principal activity of the Depository is to act as the depository of the assets of collective investment schemes. The Depository is authorised by the Central Bank under the Investment Intermediaries Act, 1995 (as amended).

The duty of the Depository is to provide safekeeping, oversight and asset verification services in respect of the assets of the Company and each Sub-Fund in accordance with the provisions of the Regulations.

The Depository will be obliged, inter alia, to ensure that the sale, issue, repurchase and cancellation of Shares in the Company is carried out in accordance with the Regulations and the Articles of Association. The Depository will carry out the instructions of the Company, unless they conflict with the Regulations or the Articles of Association. The Depository is also obliged to enquire into the conduct of the Company in each financial year and report thereon to Shareholders.

Pursuant to the Depository Agreement, the Depository will be liable for loss of financial instruments held in custody or in the custody of any sub-custodian, unless it can prove that loss has arisen as a result of an external event beyond its control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. The Depository shall also be liable for all other losses suffered as a result of the Depository's negligent or intentional failure to fulfil its obligations under the Regulations.

Under the Depository Agreement, the Depository has power to delegate the whole or any part of its depository functions, however, 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 Depository has delegated its safe-keeping duties in respect of financial instruments in custody to The Bank of New York Mellon SA/NV and/or The Bank of New York Mellon. The list of sub delegates appointed by The Bank of New York Mellon SA/NV or The Bank of New York Mellon is set out in Appendix II hereto. The use of particular sub delegates will depend on the markets in which the Company invests.

Potential conflicts of interest affecting the Depository and its delegates may arise from time to time, including, without limitation, where the Depository or a delegate has an interest in the outcome of a service or an activity provided to the Company, or a transaction carried out on behalf of the Company, which is distinct from the Company's interest, or where the Depository or a delegate has an interest in the outcome of a service or activity provided to another client or group of clients which is in conflict with the Company's interests. From time to time conflicts may also arise between the Depository and its delegates or affiliates, such as where an appointed delegate is an affiliated group company and is providing a product or service to the Company and has a financial or business interest in such product or service. The Depository maintains a conflict of interest policy to address such conflicts.

Where a conflict or potential conflict of interest arises, the Depository will have regard to its obligations to the Company, applicable law, and its conflicts of interest policy. Up-to-date information regarding the duties of the Depository, any conflicts of interest that may arise and the Depository's delegation arrangements will be made available to investors by the Company on request.

The Depository is a wholly-owned indirect subsidiary of The Bank of New York Mellon Corporation. BNY Mellon is a global financial services company focused on helping clients manage and service their financial assets, operating in 35 countries and serving more than 100 markets. BNY Mellon is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team. As at 30 September 2015, it had US\$28.5 trillion in assets under custody and administration and US\$1.6 trillion in assets under management.

Administrator

The Company has appointed BNY Mellon Fund Services (Ireland) Designated Activity Company to act as administrator, registrar and transfer agent of the Company with responsibility for performing the day to day administration of the Company, including the calculation of the Net Asset Value and the Net Asset Value per Share of each Fund. The Administrator is a private limited company incorporated in Ireland on 31st May 1994 and is engaged in the provision of fund administration, accounting, registration, transfer agency and related shareholders services to collective investment schemes and investment funds. The Administrator is a wholly-owned indirect subsidiary of The Bank of New York Mellon Corporation. The Administrator is authorised by the Central Bank under the Investment Intermediaries Act, 1995.

General information in respect of the Depositary and Administrator

Both the Depositary and the Administrator are wholly-owned indirect subsidiaries of The Bank of New York Mellon Corporation. The Bank of New York Mellon Corporation is a global financial services company, focused on helping clients manage and service their financial assets, operating in 35 countries and serving more than 100 markets. The Bank of New York Mellon Corporation is a leading provider of financial services for institutions, corporations and high-net-worth individuals, providing superior asset management and wealth management, asset servicing, issuer services, clearing services and treasury services through a worldwide client-focused team. As at 30 September 2015, it had US\$28.5 trillion in assets under custody and administration and US\$1.6 trillion in assets under management.

Paying Agents

Local laws or regulations in certain jurisdictions may require that the Company appoints a local paying agent. The role of such paying agent may entail, for example maintaining accounts through which subscription and redemption proceeds and dividends are paid. The appointment of such a paying agent (including a summary of the agreement appointing such paying agent) may be detailed in a country supplement.

Portfolio Transactions and Conflicts of Interest

Certain Funds may invest some or all of their assets in one or other Underlying Funds which may or may not be managed by the Investment Manager or one of its affiliates.

Subject to the provisions of this section, the Investment Manager, the Distributor, the Administrator, the Depositary, any Shareholder and any of their respective subsidiaries, affiliates, associates, agents or delegates (each a “**Connected Person**”) and any prime broker may contract or enter into any financial, banking or other transaction with one another or with the Company. This includes, without limitation, investment by the Company in securities of any Connected Person or investment by any Connected Persons in any company or bodies any of whose investments form part of the assets comprised in any Fund or be interested in any such contract or transactions. In addition, any Connected Person may invest in and deal in Shares relating to any Fund or any property of the kind included in the property of any Fund for their respective individual accounts or for the account of someone else.

Any cash of the Company may be deposited, subject to the provisions of the Central Bank Acts, 1942 to 1998, of Ireland as amended by the Central Bank and Financial Services Central Bank of Ireland Acts, 2003 to 2004 with any Connected Person or invested in certificates of deposit or banking instruments issued by any Connected Person. Banking and similar transactions may also be undertaken with or through a Connected Person.

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

- a) a certified valuation of such transaction by a person approved by the Depositary (or in the case of any such transaction entered into by the Depositary, the Directors) as independent and competent has been obtained; or
- b) such transaction has been executed on best terms on an organised investment exchange under its rules; 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 any such transaction entered into by 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 in the best interests of Shareholders.

The Investment Manager may also, in the course of its business, have potential conflicts of interest with the Company in circumstances other than those referred to above. The Investment Manager will, however, have regard in such event to its obligations under the Investment Management Agreement and, in particular, to its obligations to act in the best interests of the Company so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest may arise and will ensure that such conflicts are resolved fairly as between the Company, the relevant Fund and other clients. The Investment Manager will ensure that investment opportunities are allocated on a fair and equitable basis between the Company and its other clients. In the event that a conflict of interest does arise the directors of the Investment Manager will endeavour to ensure that such conflicts are resolved fairly.

As the fees of the Investment Manager are based on the Net Asset Value of a Fund, if the Net Asset Value of the Fund increases so too do the fees payable to the Investment Manager and accordingly there is a conflict of interest for the Investment Manager in cases where the Investment Manager is responsible for determining the valuation price of a Fund's investments.

Conflicts of interest may arise as a result of delegation by the Depositary to any of the delegates or sub-delegates listed in Appendix 2, if such delegate:

- a) is likely to make a financial gain, or avoid a financial loss at the expense of the Company or its investors;
- b) has an interest in the outcome of a service or an activity provided to the Company or of a transaction carried out on behalf of the Company which is distinct from the Company's interest;
- c) has a financial or other incentive to favour the interest of another client or group of clients over the interests of the Company;
- d) carries on the same activities for the Company and for other clients that adversely affect the Company; or
- e) is in receipt of inducement in the form of monies, good or services other than the standard commission or fee for that service.

The Depositary will notify the board of the Company should any such conflict arise. Up-to-date information regarding any delegation or sub-delegation of safe-keeping duties will be made available to investors on request from the Company.

SHARE DEALINGS

SUBSCRIPTION FOR SHARES

Purchases of Shares

Issues of Shares will normally be made with effect from a Dealing Day in respect of applications received on or prior to the Dealing Deadline. The Directors may, in consultation with the Investment Manager, at their sole and absolute discretion nominate additional Dealing Days and Shareholders shall be notified in advance.

Applications for the initial issue of Shares should be sent by facsimile (with the original Subscription Form, where required, and original supporting documentation in relation to money laundering prevention checks and any documentation deemed necessary for regulatory or taxation purposes to follow promptly by post) to the Administrator on or prior to the Dealing Deadline and applications received after the Dealing Deadline for the relevant Dealing Day shall be deemed to have been received by the next Dealing Deadline. The Directors may, on an exceptional basis, in their sole and absolute discretion accept applications received from any potential investor after the Dealing Deadline provided they are received prior to the Valuation Point for the relevant Dealing Day. Applications will be irrevocable unless the Directors or a delegate otherwise agree. Subsequent applications for the additional issue of Shares may be made by facsimile (with the original, where required, to follow promptly by post) or by electronic means such as (but not limited to) EMX and Calastone where specifically agreed to in advance by the Company or its delegate. Any changes to a Shareholder's payment details or payment instructions will only be made on receipt of an original instruction. No redemption payment may be made to a Shareholder until the original Subscription Form has been received (including supporting

documentation in relation to money laundering prevention checks and any documentation deemed necessary for regulatory or taxation purposes) and anti-money laundering procedures have been completed.

The Minimum Initial Investment Amount for Shares of each Fund that may be subscribed for by each Applicant on initial application and the Minimum Shareholding for Shares of each Fund is set out in the Supplement for the relevant Fund.

Fractions of up to 4 decimal places of a Share may be issued. Subscription moneys representing smaller fractions of Shares will not be returned to the Applicant but will be retained as part of the assets of the relevant Fund.

Under the Articles, the Directors have absolute discretion to accept or reject in whole or in part any applications for Shares without assigning any reason therefor. The Subscription Form contains certain conditions regarding the application procedure for Shares in the Company and certain indemnities in favour of the Company, the Investment Manager, the Administrator, the Depositary and the other Shareholders for any loss suffered by them as a result of certain Applicants acquiring or holding Shares.

If an application is rejected, the Administrator at the cost and risk of the Applicant will, subject to any applicable laws, return application monies or the balance thereof, without interest, by telegraphic transfer to the account from which it was paid as soon as practicable.

The Directors may issue Shares of any class or series in a class and, on prior notice to the Central Bank and without notice to the Shareholders, create new classes of Shares on such terms as they may from time to time determine. Shares of any particular class may be established, details of which will be set out in the relevant Supplement, which may be subject to higher/lower/no fees where applicable.

Issuing of series of Shares in the same class in a Fund

To facilitate the separate calculation of performance fees, the Directors, in their sole discretion, may issue series of Shares of each class in a Fund on a Dealing Day in respect of a class for which performance fees are payable. Such Shares will be issued as a new series of the class in the Fund in question on the relevant Dealing Day at an Initial Net Asset Value per Share set out in the relevant Supplement.

Each series of Shares will be distinguished by a naming convention based on the month and year of its issue (for example Class A – January 2009, January 2010, etc). The Net Asset Value per Share will be calculated on a series by series basis where there are more than one series in a class in a Fund and investors should note that each series of Shares of the same class in a Fund may have a different Net Asset Value as a result of the calculation of performance fees for each series and the initial issue price of such Shares (as set out in the relevant Supplement).

Issue Price

The Initial Issue Price for Shares in the relevant Fund shall be the amount set out in the Supplement for the relevant Fund.

Unless otherwise stated in the Supplement of the relevant Fund, the issue price at which Shares of any class of any Fund will be issued on a Dealing Day when Shares are in issue after the Initial Offer Period is the Issue Price.

In calculating the Issue Price, the Directors may on any Dealing Day where there are net subscriptions adjust the Issue Price by adding an Anti-Dilution Adjustment to cover dealing costs and/or to preserve the value of the underlying assets of a Fund. Any such charge shall be retained for the benefit of the relevant Fund.

Where an Anti-Dilution Adjustment has not been added in calculating the Issue Price, the Investment Manager on behalf of the Company may deduct from the subscription amount, on the Dealing Deadline when there are net subscriptions, an Anti-Dilution Levy of up to a maximum of 1% of the amount subscribed to cover dealing costs and to preserve the value of the underlying assets of the relevant Fund. Any such charge shall be retained for the benefit of the relevant Fund. The Investment Manager, on behalf of the Company, reserves the right to waive such charge at any time.

If an Anti-Dilution Adjustment or Anti-Dilution Levy is to be applied details will be set out in the supplement for the relevant Fund.

Payment for Shares

Payment in respect of the issue of Shares must be made by the relevant Settlement Date by telegraphic transfer in cleared funds in the Base Currency of the relevant class of Shares in the Fund.

If payment in full has not been received by the Settlement Date, or in the event of non-clearance of funds, all or part of any allotment of Shares made in respect of such application may, at the discretion of the Investment Manager, be cancelled, or, alternatively, the Administrator, on the instruction of the Directors, their delegates or the Investment Manager, may treat the application as an application for such number of Shares as may be purchased with such payment on the Dealing Day next following receipt of payment in full or of cleared funds. In such cases the Company may charge the Applicant for any resulting loss incurred by the relevant Fund. The Directors reserve the right to charge interest at a reasonable commercial rate on subscriptions which are settled late.

In Specie Issues

The Directors may in their absolute discretion in consultation with the Investment Manager, provided that the Depositary is satisfied that no material prejudice would result to any existing Shareholder and subject to the provisions of the Companies Act, allot Shares in any Fund against the vesting in the Depositary on behalf of the Company of investments which would form part of the assets of the relevant Fund provided such investments would qualify as an investment of the relevant Fund in accordance with its investment objective, policies and restrictions. The number of Shares to be issued in this way shall be the number which would on the day the investments are vested in the Depositary on behalf of the Company have been issued for cash against the payment of a sum equal to the value of the investments. The value of the investments to be vested shall be calculated by applying the valuation methods described under the section entitled "**Calculation of Net Asset Value/ Valuation of Assets**" below.

Anti-Money Laundering Provisions

Measures provided for in the Criminal Justice (Money Laundering and Terrorist Financing) Acts, 2010 and 2013 and the Criminal Justice (Terrorist Offences) Act 2005, each as amended from time to time, which are aimed towards the prevention of money laundering, may require detailed verification of an Applicant's identity, address and source of funds. By way of example, corporate Applicants may be required to produce 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 residential and business address of the directors of the company and details of persons with substantial beneficial ownership of the corporate Applicant.

The Administrator reserves the right to request such information as is necessary to verify the identity of an Applicant. In the event of delay or failure by the Applicant to produce any information required for verification purposes, the Administrator may on the instruction of the Directors, their delegates or the Investment Manager refuse to accept the application and return all subscription monies or compulsorily redeem such Shareholder's Shares and/or payment of redemption proceeds may be delayed and none of the Fund, the Directors, the Investment Manager, the Depositary or the Administrator shall be liable to the Applicant or Shareholder where an application for Shares is not processed or Shares are compulsorily redeemed in such circumstances. If an application is rejected, the Administrator will return application monies or the balance thereof by telegraphic transfer in accordance with any applicable laws to the account from which it was paid at the cost and risk of the Applicant. The Administrator may refuse to pay redemption proceeds where the requisite information for verification purposes has not been produced by a Shareholder.

The Subscription Form contains certain indemnities in favour of, amongst others, the Company, Administrator and the Investment Manager in the event that the Applicant fails to comply with the requirements of the Subscription Form, including the anti-money laundering requirements, for any loss suffered by them as a result.

Limitations on Purchases

Shares may not be issued or sold by the Company during any period when the calculation of the Net Asset Value of the relevant Fund is suspended in the manner described under "**Suspension of Calculation of Net Asset Value**" below. Applicants for Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

Shares may not be directly or indirectly offered or sold in the United States or purchased or held by or for U.S. Persons unless the Company determines (i) the transaction is permitted under an exemption available under the securities laws of the United States and (ii) the relevant Fund and the Company continue to be entitled to an

exemption from registration as an investment company under the securities laws of the United States.

Umbrella Cash Account and individual cash account

The Company has established an Umbrella Cash Account in the name of the Company or, an individual cash account in the name of a Fund, where appropriate. All subscription, redemptions and dividends or cash distributions payable to or from a Fund will be channelled and managed either through the Umbrella Cash Account or, through an individual cash account in the name of the Fund. In the case of redemptions, please refer to the section entitled "**Redemption of Shares**" below.

REDEMPTION OF SHARES

Redemption of Shares

All requests for the redemption of Shares should be made to the Company c/o the Administrator by facsimile or by electronic means where specifically agreed to in advance by the Company or its delegate and must quote the relevant account name, the relevant Fund(s) and class or series of Shares, and in the case of redemption requests by facsimile, be signed by or on behalf of the Shareholder by a person with the ability to bind the Shareholder before payment of redemption proceeds can be made. The Administrator will not make payment of redemption proceeds to third parties, save for in exceptional circumstances and in accordance with the requirements of the Central Bank. In the event that a Shareholder requires payment of repurchase proceeds to an account other than that specified in the Subscription Form, the Shareholder must provide an original request in writing, executed by an authorised signatory of the Shareholder, to the Administrator and such changes will not take effect until after receipt and acceptance of such original documentation. Redemption requests will only be processed where payment is made to the redemption account of record. Redemption requests will be treated as definite orders. Requests received on or prior to the relevant Dealing Deadline will, subject as mentioned in this section and in the relevant Supplement, normally be dealt with on the relevant Dealing Day. Redemption requests received from any Shareholder after the Dealing Deadline shall, unless the Directors, shall otherwise agree and provided they are received before the relevant Valuation Point, be treated as having been received by the following Dealing Deadline.

The Minimum Redemption Amount for Shares of each Fund is set out in the Supplement for the relevant Fund.

A redemption request will not be capable of withdrawal after acceptance by the Company. If requested, the Directors may, in their absolute discretion and subject to the prior approval of the Depositary and notification to all of the Shareholders, agree to designate additional Dealing Days and Valuation Points for the redemption of Shares relating to any Fund.

The Company may decline to effect a redemption request which would have the effect of reducing the value of any holding of Shares relating to any Fund below the Minimum Shareholding for that class of Shares of that Fund. Any redemption request having such an effect may be treated by the Company as a request to redeem the Shareholder's entire holding of that class of Shares. In addition, the Company may decline to effect a redemption request which is below the Minimum Redemption Amount.

The Administrator will not accept redemption requests which are incomplete until all the necessary information is obtained.

Redemption requests will not be processed by the Administrator unless the original Subscription Form (together with the supporting documentation in relation to money laundering prevention checks and any documentation deemed necessary for regulatory or taxation purposes) has been received and the anti-money laundering procedures have been completed.

Redemption Price

The price at which Shares will be redeemed on a Dealing Day is also calculated by ascertaining the Net Asset Value per Share of the relevant class or series of a class on the relevant Dealing Day (the "**Redemption Proceeds**"). The method of establishing the Net Asset Value of any Fund and the Net Asset Value per Share of any class or series of a class of Shares in a Fund is set out in the Articles as described herein under the section entitled "**Issue and Redemption Prices/Calculation of Net Asset Value/Valuation of Assets**" below.

A Redemption Charge of up to 3% per cent of the redemption amount may be charged by a Fund for payment to the Company on the redemption of Shares but it is the intention of the Directors that such charge (if any) shall

not, until further notice, exceed such amount as is set out in the Supplement for the relevant Fund.

In calculating the Redemption Price, the Directors may on any Dealing Day where there are net redemptions adjust the Redemption Price by deducting an Anti-Dilution Adjustment, subject to the limits set out in the relevant Supplement (if any), to cover dealing costs and to preserve the value of the underlying assets of a Fund.

Where an Anti-Dilution Adjustment has not been deducted, the Investment Manager on behalf of the Company may deduct from the Redemption Proceeds when there are net redemptions an Anti-Dilution Levy of up to a maximum of 1% of the amount redeemed, subject to the limits set out in the relevant Supplement (if any), to cover dealing costs and to preserve the underlying assets of the relevant Fund. Any such charge shall be retained for the benefit of the relevant Fund. The Investment Manager, on behalf of the Company, reserves the right to waive such charge at any time.

If an Anti-Dilution Adjustment or Anti-Dilution Levy is to be applied details will be set out in the supplement for the relevant Fund.

When a redemption request has been submitted by a Shareholder who is or is deemed to be a Non-Exempt Investor or is acting on behalf of a Non-Exempt Investor, the Company shall deduct from the redemption proceeds an amount which is equal to the tax payable by the Company to the Irish Revenue Commissioners in respect of the relevant transaction.

Payment of Redemption Proceeds

The Redemption Proceeds (minus any charge provided for above) will be paid at the Shareholder's risk and expense by telegraphic transfer to an account in the name of the Shareholder in the Base Currency of the class of Shares of the Fund by the Settlement Date. Payment of Redemption Proceeds will be made to the registered Shareholder to the account on record and not to any third party. Any changes to a Shareholder's payment details must be made to the Administrator in writing on or before the date the redemption request is made. Redemption proceeds may not be processed by the Administrator unless the original Subscription Form (together with the supporting documentation in relation to money laundering prevention checks and any documentation deemed necessary for regulatory or taxation purposes) has been received and the anti-money laundering procedures have been completed.

Limitations on Redemption

The Company may not redeem Shares of any Fund during any period when the calculation of the Net Asset Value of the relevant Fund is suspended in the manner described under the section entitled "**Suspension of Calculation of Net Asset Value**" below. Shareholders requesting redemption of Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

The Directors may at their discretion limit the number of Shares of any Fund redeemed on any Dealing Day to Shares representing ten per cent of the total Net Asset Value of that Fund on that Dealing Day. In this event, the limitation will apply *pro rata* so that all Shareholders wishing to have Shares of that Fund redeemed on that Dealing Day realise the same proportion of such Shares. Shares not redeemed, but which would otherwise have been redeemed, will be carried forward for redemption on the next Dealing Day. If requests for redemptions are so carried forward this will continue until all the shares to which the original request related have been redeemed and the Administrator will inform the Shareholders affected.

The Company may at its discretion, with the consent of the Shareholder or at the request of the Shareholder, satisfy a redemption request by a distribution of investments of the relevant Fund in specie provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders of that Fund. Where the Shareholder requesting such redemption receives notice of the Company's intention to elect to satisfy the redemption request by such a distribution of assets that Shareholder may require the Company instead of transferring those assets to arrange for their sale and the payment of the proceeds of sale to that Shareholder. The asset allocation is subject to approval by the Depositary. The Company will use its reasonable efforts to meet any Shareholder request for a redemption in specie, having regard to market conditions and the interests of the remaining Shareholders.

The Articles contain special provisions where a repurchase request received from a Shareholder would result in Shares representing more than five per cent of the Net Asset Value of any Fund being repurchased by the Company on any Dealing Day. In such a case, the Company may satisfy the repurchase request by a distribution of investments of the relevant Fund in specie having been approved by the Depositary, and provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders of that Fund. Where the Shareholder requesting such repurchase receives notice of the Company's intention to elect to satisfy the repurchase request by such a distribution of assets that Shareholder may require the Company, instead of transferring those assets, to arrange for their sale and the payment of the proceeds of sale to that Shareholder less any costs incurred in connection with such sale.

Mandatory Redemptions

The Company may compulsorily redeem all of the Shares of any Fund if the Net Asset Value of the relevant Fund is less than the Minimum Net Asset Value specified in the Supplement for the relevant Fund.

The Company reserves the right to impose restrictions on the holding of Shares directly or indirectly by (and consequently to redeem Shares held by), or the transfer of Shares to an entity who, in the opinion of the Directors is a U.S. Person (unless the Directors determine (i) the transaction is permitted under an exemption available under the securities laws of the United States and (ii) that the relevant Fund and the Company continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an entity who breached or falsified representations on subscription documents, who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such entity is not qualified to hold Shares, or if the holding of the Shares by any entity is unlawful or is less than the minimum holding set for that class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Fund incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage which the relevant Fund might not otherwise have incurred or suffered or might result in the Company on behalf of relevant Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply.

If the Directors decide to terminate a Fund, all of the Shareholders in the Fund will be so notified by the Directors and will be deemed to have requested within 30 days of the date of the notice that their Shares be redeemed by the Company in accordance with the redemption procedure set out in this Prospectus.

Where Non-Exempt Investors acquire and hold Shares, the Company shall, where necessary for the collection of Irish Tax, redeem and cancel Shares held by a person who is or is deemed to be a Non-Exempt Investor or is acting on behalf of a Non-Exempt Investor on the occurrence of a chargeable event for taxation purposes and to pay the proceeds thereof to the Irish Revenue Commissioners.

Exchange of Shares

Unless otherwise determined by the Directors, Shareholders will be able to apply to exchange on any Dealing Day all or part of their holding of Shares in any Fund (the "**Original Class**") for Shares in another Fund which are being offered at that time (the "**New Class**") (such class being in the same Fund or in a separate Fund) provided that the currency of the share class of each of the Original Class and New Classes do not differ, all the criteria for applying for Shares in the New Class have been met and by giving notice to the Company on or prior to the Dealing Deadline for the relevant Dealing Day. The Company, in consultation with the Investment Manager, may however at its discretion agree to accept requests for exchange from any Shareholder received after the relevant Dealing Deadline provided they are received prior to the relevant Valuation Point. The Directors may, in consultation with the Investment Manager, at their discretion nominate an additional Dealing Day to facilitate applications for exchange of Shares which will be notified in advance to Shareholders. The Investment Manager shall pay all costs associated with additional Dealing Days. The general provisions and procedures relating to the issue and redemption of Shares will apply equally to exchanges save in relation to charges payable details of which are set out below and in the relevant Supplement.

When requesting the exchange of Shares as an initial investment in a Fund, Shareholders should ensure that the value of the Shares exchanged is equal to or exceeds the Minimum Initial Investment Amount for the relevant New Class specified in the Supplement for the relevant Fund. In the case of an exchange of a partial holding only, the value of the remaining holding must also be at least equal to the Minimum Shareholding for the Original Class.

To preserve the value of the underlying assets, the Company may deduct a charge on an exchange of Shares between Funds which the Investment Manager considers represents an appropriate figure to cover dealing costs and to preserve the value of the underlying assets of the Fund when there are net subscriptions and net redemptions. Any such charge will be retained for the benefit of the relevant Fund. The Directors reserve the right to waive such charge at any time.

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

$$S = \frac{(RP - DC)}{SP}$$

where:

S	=	the number of Shares of the New Class to be issued;
RP	=	the Redemption Proceeds
DC	=	the dealing costs
SP	=	the issue price per Share of the New Class as at the Valuation Point for the applicable Dealing Day.

An Exchange Charge of up to 3% of the repurchase price of the Shares being exchanged may be charged by the Company for payment to the Company or its nominee on the exchange of Shares. However, the amount of any Exchange Charge for a Fund will not exceed the amount set out in the relevant Supplement.

Limitations on Exchanges

Shares may not be exchanged for Shares of a different class during any period when the calculation of the Net Asset Value of the relevant Fund or Funds is suspended in the manner described under the section entitled “**Suspension of Calculation of Net Asset Value**” below. Applicants for exchange of Shares will be notified of such postponement and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

Umbrella Cash Account and individual cash account

The Company has established an Umbrella Cash Account in the name of the Company or, an individual cash account in the name of a Fund, where appropriate. All subscription, redemptions and dividends or cash distributions payable to or from a Fund will be channelled and managed either through the Umbrella Cash Account or, through an individual cash account in the name of the Fund. In the case of subscriptions, please refer to section entitled “**Subscriptions for Shares**”.

CALCULATION OF NET ASSET VALUE/VALUATION OF ASSETS

The Net Asset Value of each Fund shall be calculated by the Administrator as at the Valuation Point for each Dealing Day by valuing the assets of the Fund and deducting therefrom the liabilities of the Fund. The Net Asset Value of a Fund divided by the number of Shares of the relevant Fund in issue as at the relevant Valuation Point (where the resulting sum is rounded to 6 decimal places) is equal to the Net Asset Value of a Share of the relevant Fund. In the event the shares of any Fund are further divided into classes, the Net Asset Value per share of the relevant class shall be determined by notionally allocating the Net Asset Value of the Fund amongst the relevant classes making such adjustments for subscriptions, repurchases, fees, dividends accumulation or distribution of income and the expenses, liabilities or assets attributable to each such relevant class (including the gains/losses on and costs of financial instruments employed for currency hedging between the currencies in which the assets of the Fund are designated and the designated currency of the relevant class, which gains/losses and costs shall accrue solely to that relevant class) and any other factor differentiating the relevant classes as appropriate. The Net Asset Value of the Fund, as allocated between each class, shall be divided by the number of shares of the relevant class which are in issue or deemed to be in issue and rounding the result mathematically to a maximum of 6 decimal places as determined by the Directors or such other number of decimal places as may be determined by the Directors from time to time. The Net Asset Value per Share is the

resulting sum rounded to 6 decimal places.

The Articles provide for the method of valuation of the assets and liabilities of each Fund and of the Net Asset Value of each Fund. The Directors have delegated the calculation of the Net Asset Value to the Administrator. The assets and liabilities of a Fund will be valued as follows:-

1. In general, the Articles provide that the value of any investments listed or traded on a market for which market quotations are readily available shall be calculated by reference to the last traded price as at the relevant Valuation Point provided that the value of any investment listed on a market but acquired or traded at a premium or at a discount outside the relevant market may with the approval of the Depositary be valued taking into account the level of premium or discount as at the date of valuation of the investment and the Depositary must ensure the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the investment. Such premiums or discounts thereon above shall be provided by an independent broker or market maker or if such premiums/discounts are unavailable, by the Investment Manager. However, the Directors may adjust the value of investments traded on an over-the-counter market if the Directors consider such adjustment is required to reflect the fair value thereof in the context of currency, marketability, dealing costs and/or such other considerations as are deemed relevant.

If for specific investments, the last traded price does not, in the opinion of the Directors, reflect their fair value or are not available, the value shall be the probable realisation value estimated with care and in good faith by the Directors or by a competent person appointed by the Directors (such competent person to be approved, for such purpose, by the Depositary) in consultation with the Investment Manager with a view to establishing the probable realisation value for such investments as at the Valuation Point for the relevant Dealing Day.

2. Where such investment is listed or traded on more than one market, the Directors shall in their absolute discretion select the market which in their opinion constitutes the main market for such investment.
3. The value of any investment which is not listed or traded on a market or of any investment which is normally quoted, listed or dealt in on a market but in respect of which no price is currently available or the current price of which does not in the opinion of the Directors represent fair market value, the value thereof shall be the probable realisation value estimated with care and in good faith by the Directors or by a competent person appointed by the Directors (being approved, for such purpose, by the Depositary) in consultation with the Investment Manager. In determining the probable realisation value of any such investment, the Directors may alternatively use such probable realisation value estimated with care and in good faith and as may be recommended by a competent independent person appointed by the Directors, or in the absence of any independent person (notwithstanding that the Investment Manager has an interest in the valuation), the Investment Manager, who in each case shall be approved by the Depositary to value the relevant securities.
4. Cash in hand or on deposit, prepaid expenses, cash dividends and interest declared or accrued and not yet received or tax reclaims filed and not yet received as at the relevant Valuation Point will normally be valued at their face value with interest accrued, where applicable, to the relevant Valuation Point (unless in any case the Directors are of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Directors may consider appropriate in such case to reflect the true value thereof); certificates of deposit, treasury bills, bank acceptances, trade bills and other negotiable investments shall each be valued at each Valuation Point at the last traded price on the market on which these assets are traded or admitted for trading (being the market which is the sole market or in the opinion of the Directors the principal market on which the assets in question are quoted or dealt in) plus any interest accrued thereon from the date on which same were acquired.
5. Forward foreign exchange contracts and interest rate swap contracts shall be valued as at the Valuation Point for the relevant Dealing Day by reference to the prevailing market maker quotations, namely, the price at which a new forward contract of the same size and maturity could be undertaken, or, if unavailable, they shall be valued at the settlement price as at the Valuation Point for the relevant Dealing Day as provided by the counterparty on a daily basis and verified on at least a weekly basis by a competent person (being independent from the counterparty), approved for such purpose by the Depositary.
6. Over-the-counter derivative instruments and off exchange traded derivative contracts (including swaps) will be valued at the latest valuation for such instruments as at the Valuation Point for the relevant

Dealing Day as provided by the counterparty to such contracts on a daily basis and verified on at least a weekly basis by a competent person (being independent from the counterparty), approved for such purpose by the Depositary. Alternatively the value of such instruments may be determined using an alternative valuation. The alternative valuation is that provided by a competent person appointed by the Directors and approved for the purpose by the Depositary, or a valuation by any other means provided that the value is approved by the Depositary. The alternative valuation must be reconciled to the counterparty valuation on a monthly basis. Where the Company values an off exchange derivative contract using an alternative method of valuation to the counterparty valuation, the Company will follow international best practice and adhere to the principles on valuation of off exchange instruments established by bodies such as IOSCO and AIMA.

7. The value of any exchange traded derivative instruments and options contracts shall be the settlement price as determined by the market in question as at the Valuation Point for the relevant Dealing Day provided that where such settlement price is not available, such value shall be the probable realisation value thereof estimated with care and in good faith by the Directors or a competent person appointed by the Directors, provided that the Directors or such other competent person have been approved for such purpose by the Depositary.
8. Units or shares in open-ended collective investment schemes will be valued at the latest available net asset value per unit, share or class thereof at the Valuation Point for the relevant Dealing Day as published by the relevant collective investment scheme.
9. In the case of a Fund which is a money market fund, the Directors may value any investment through the use of amortised cost. The amortised cost method of valuation may only be used in relation to Funds which comply with the Central Bank's requirements for money market funds and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's guidelines.

Money market instruments in a non-money market Fund may be valued by the Directors at their amortised cost, in accordance with the Central Bank's requirements.
10. If in any case a particular value is not ascertainable as provided above or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant investment, then in such case the method of valuation of the relevant investment shall be such as the Directors in their absolute discretion shall determine, such method of valuation to be approved by the Depositary.
11. Notwithstanding the generality of the foregoing, the Directors may with the approval of the Depositary adjust the value of any such security if having regard to currency, anticipated rate of dividend, applicable rate of interest, maturity, liquidity, marketability, dealing costs and/or such other considerations as the Directors may deem relevant, the Directors consider that such adjustment is required to reflect the fair value thereof as at any Valuation Point.

In calculating the Net Asset Value, the Administrator shall not be liable for any loss suffered by the Company by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by any pricing service, broker, market maker or other intermediary. In circumstances where the Administrator is directed by the Investment Manager or any connected person thereof (including a connected person which is a broker, market maker or other intermediary) to use particular pricing services, brokers, market makers or other intermediaries, the Administrator shall not be liable for any loss suffered by the Company by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by such pricing services, brokers, market makers or other intermediaries not appointed or selected by the Administrator.

Any value expressed otherwise than in the Base Currency of the Fund (whether of any investment or cash) and any non-Base Currency borrowing shall be converted into the Base Currency at the rate which the Administrator shall determine to be appropriate in the circumstances.

The particular valuation provisions applicable to any Fund are set out in the Supplement for the relevant Fund.

SUSPENSION OF CALCULATION OF NET ASSET VALUE

The Directors may at any time temporarily suspend the calculation of the Net Asset Value of any Fund and the issue, redemption and exchange of Shares and the payment of redemption proceeds during:

- (i) any period when dealing in the units/shares of any collective investment scheme in which a Fund may be invested are restricted or suspended; or
- (ii) any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of the relevant Fund from time to time are quoted, listed or dealt in is closed, otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or
- (iii) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial portion of the investments of the relevant Fund is not reasonably practicable without this being seriously detrimental to the interests of Shareholders of the relevant Fund or if, in the opinion of the Directors, the Net Asset Value of the Fund cannot be fairly calculated; or
- (iv) any breakdown in the means of communication normally employed in determining the price of a substantial portion of the investments of the relevant Fund or when for any other reason the current prices on any market or stock exchange of any of the investments of the relevant Fund cannot be promptly and accurately ascertained; or
- (v) any period during which any transfer of funds involved in the realisation or acquisition of investments of the relevant Fund cannot, in the opinion of the Directors, be effected at normal prices or rates of exchange; or
- (vi) any period when the Company is unable to repatriate funds required for the purpose of making payments due on the redemption of Shares in the relevant Fund; or
- (vii) any period when the Directors consider it to be in the best interest of the relevant Fund; or
- (viii) following the circulation to Shareholders of a notice of a general meeting at which a resolution proposing to wind up the Company or terminate the relevant Fund is to be considered; or
- (ix) any other reason which makes it impossible or impracticable to determine the value of a substantial proportion of the assets of the relevant Fund.

Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Shareholders who have requested issue or redemption of Shares of any class or exchanges of Shares of one class to another will be notified of any such suspension in such manner as may be directed by the Directors and, unless withdrawn but subject to the limitation referred to above, their requests will be dealt with on the first relevant Dealing Day after the suspension is lifted. Any such suspension will be notified without delay on the same Business Day to the Central Bank and will be communicated without delay to the competent authorities in any country in which the Shares are marketed.

FORM OF SHARES AND TRANSFER OF SHARES

Shares will be issued in registered form. Purchase contract notes will normally be issued within 24 hours following completion of the relevant Net Asset Value. Written confirmations of ownership evidencing entry in the register will normally be issued within 48 hours of completion of the relevant Net Asset Value upon receipt of all original documentation required by the Administrator. Share certificates shall not be issued.

Shares in each Fund will be transferable by instrument in writing in common form or in any other form approved by the Directors and signed by the transferor. Transferees will be required to complete a Subscription Form and provide any other documentation reasonably required by the Company or the Administrator, the Investment Manager and Distributor.

Shares may not be transferred to an entity who, in the opinion of the Directors is a U.S. Person (unless the Directors determine (i) the transaction is permitted under an exemption available under the securities laws of the United States and (ii) that the relevant Fund and Company continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an entity who breached or falsified representations on subscription documents, who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such entity is not

qualified to hold Shares, or if the holding of the Shares by any person is unlawful or is less than the minimum holding set for that class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such entities, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Fund incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage which the relevant Fund might not otherwise have incurred or suffered or might result in the Company on behalf of the relevant Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply.

If the transferor is or is deemed to be or is acting on behalf of a Non-Exempt Investor, the Company is entitled to redeem and cancel a sufficient portion of the transferor's Shares as will enable the Company to pay the tax payable in respect of the transfer to the Revenue Commissioners in Ireland.

NOTIFICATION OF PRICES

The latest Net Asset Value per Share of each class and each series in a class of Shares in each Fund will be available following calculation from the Administrator. Such prices will be the prices applicable to the previous Dealing Day's trades and are therefore only indicative after the relevant Dealing Day.

The Net Asset Value per Share as calculated on any Dealing Day with respect to each share class in a Fund will be published on www.majedie.com after each Dealing Day.

GDPR

In the course of business, the Company will collect, record, store, adapt, transfer and otherwise process information by which Shareholders or prospective investors may be directly or indirectly identified. The Company is a data controller within the meaning of Data Protection Legislation and undertakes to hold any personal data provided by investors in accordance with Data Protection Legislation.

The Company and/or any of its delegates or service providers may process prospective investor's personal data for any one or more of the following purposes and legal bases:

1. to operate the Funds, including managing and administering a Shareholder's investment in the relevant Fund on an on-going basis which enables the Company to satisfy its contractual duties and obligations to the Shareholder);
2. to comply with any applicable legal, tax or regulatory obligations on the Company, for example, under the Companies Acts and anti-money laundering and counter-terrorism legislation;
3. for any other legitimate business interests' of the Company or a third party to whom personal data is disclosed, where such interests are not overridden by the interests of the Shareholder, including for statistical analysis and market research purposes; or
4. for any other specific purposes where Shareholders have given their specific consent and where processing of personal data is based on consent, the Shareholders will have the right to withdraw it at any time.

The Company and/or any of its delegates or service providers may disclose or transfer personal data, whether in Ireland or elsewhere (including entities situated in countries outside of the EEA), to other delegates, duly appointed agents and service providers of the Company (and any of their respective related, associated or affiliated companies or sub-delegates) and to third parties including advisers, regulatory bodies, taxation authorities, auditors, technology providers for the purposes specified above.

The Company will not keep personal data for longer than is necessary for the purpose(s) for which it was collected. In determining appropriate retention periods, the Company shall have regard to the Statute of Limitations Act 1957, as amended, and any statutory or other obligations to retain information, including anti-money laundering, counter-terrorism, tax legislation. The Company will take all reasonable steps to destroy or erase the data from its systems when they are no longer required.

Where specific processing is based on a Shareholder's consent, that Shareholder has the right to withdraw it at any time. Shareholders have the right to request access to their personal data kept by Company; the right to rectification or erasure of their data; to restrict or object to processing of their data, and to data portability, subject to any restrictions imposed by Data Protection Legislation and/or other applicable laws or regulations.

The Company and/or any of its delegates and service providers will not transfer personal data to a country outside of the EEA unless that country ensures an adequate level of data protection or appropriate safeguards are in place. If a third country does not provide an adequate level of data protection, then the Company and/or any of its delegates and service providers will ensure it puts in place appropriate safeguards such as the model clauses (which are standardised contractual clauses, approved by the European Commission) or binding corporate rules, or relies on one of the derogations provided for in Data Protection Legislation. Specifically, personal data may be transferred to and processed in India, the United States and other jurisdictions that do not have data protection legislation equivalent to that within the EEA.

Where processing is carried out on behalf of the Company, the Company shall engage a data processor, within the meaning of Data Protection Legislation, which provides sufficient guarantees to implement appropriate technical and organisational security measures in a manner that such processing meets the requirements of Data Protection Legislation, and ensures the protection of the rights of investors. The Company will enter into a written contract with the data processor which will set out the data processor's specific mandatory obligations laid down in Data Protection Legislation, including to process personal data only in accordance with the documented instructions from the Company.

Prospective investors and/or Shareholders are required to provide their personal data for statutory and contractual purposes. Failure to provide the required personal data will result in the Company being unable to permit, process, or release the Shareholder or prospective investor's investment in the Funds and this may result in the Company terminating its relationship with the investor. Investors have a right to lodge a complaint with the Data Protection Authority if they are unhappy with how the Company is handling their data.

Any questions about the operation of the Company's data protection policy should be referred in the first instance to Legal Team – Majedie Asset Management Limited, 10 Old Bailey EC4M 7NG or via email at Legal@Majedie.com.

FEES AND EXPENSES

Particulars of the fees and expenses payable to the Investment Manager, the Distributor, the Depositary and the Administrator out of the assets of each Fund (if any) are set out in the Supplement for the relevant Fund.

The Company may pay out of the assets of each Fund the fees and expenses of the Directors (as referred to below), any regulatory fee, any fees in respect of circulating details of the Net Asset Value, company secretarial fees, stamp duties, taxes, any costs incurred in respect of meetings of Shareholders, marketing and distribution costs, investment transaction charges, the fees and expenses of any paying agent or representative appointed in compliance with the requirements of another jurisdiction (which will be at normal commercial rates), any amount payable under indemnity provisions contained in the Articles or any agreement with any appointee of the Company, all sums payable in respect of directors' and officers' liability insurance cover, brokerage or other expenses of acquiring and disposing of investments, the fees and expenses of the auditors, tax and legal advisers and fees connected with registering the Company for sale in other jurisdictions. The costs of printing and distributing this Prospectus, reports, accounts and any explanatory memoranda, any necessary translation fees, the costs of publishing prices and any costs incurred as a result of periodic updates of the Prospectus, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law) will also be paid by the Company out of the assets of the relevant Fund(s).

Such fees, duties and charges will be charged to the Fund in respect of which they were incurred or, where an expense is not considered by the Directors to be attributable to any one Fund, the expense will be allocated by the Directors on a pro rata basis amongst the Funds or in such manner and on such basis as the Directors in their discretion deems fair and equitable. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees and expenses on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any period.

The Directors will be entitled to remuneration for their services as directors provided however that the aggregate remuneration of the Directors in respect of any twelve month accounting period shall not exceed Euro 80,000 or such higher amount as may be approved by the board of Directors and notified to Shareholders prior to implementation to give Shareholders an opportunity to redeem. In addition, the Directors will also be entitled to be reimbursed for their reasonable out of pocket expenses incurred in discharging their duties as directors.

The cost of establishing the Company and the initial Fund, obtaining authorisation from any authority, filing fees, the preparation and printing of this Prospectus, marketing costs and the fees of all professionals relating to it were borne by the Investment Manager.

GENERAL

The statements on taxation below are intended to be a general summary of certain Irish and UK tax consequences that may arise on the Company and its Shareholders. This is not a comprehensive summary of all technical aspects of the structure and is not intended to constitute legal or tax advice to investors. Prospective investors should familiarise themselves with and, where appropriate, should consult their own professional advisers on the overall tax consequences of investing in the Company. The statements relate to investors entering into the Company for investment purposes. It does not deal with the position of certain classes of Shareholders, such as dealers in securities and insurance companies, trusts and persons who have acquired their Shares by reason of their or another's employment. 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 in the Company is made will endure indefinitely. The tax consequences for each investor of investing in the Company may depend upon the investor's own tax position and upon the relevant laws of any jurisdiction to which the investor is subject. The statements below relate to the Irish and UK tax implications of an Irish or UK resident, ordinarily resident and domiciled individual, or an Irish or UK resident company, investing in the Company. The tax consequences may differ for investors who are not resident or ordinarily resident in Ireland or the UK or are not domiciled in the Ireland or the UK for tax purposes. Investors and prospective investors should seek their own professional tax advice. The statements are based on current tax legislation together with Irish Revenue Commissioners and HM Revenue and Customs ("HMRC") practice, all of which are subject to change at any time, possibly with retrospective effect.

IRELAND

Taxation of the Company in Ireland

On the basis that the Company is a UCITS, it is outside the scope of Part 27, Chapter 1B of the TCA dealing with Irish real estate funds. The Company is an Investment Undertaking as defined in Section 739B of the Taxes Consolidation Act, 1997, and therefore, will not be subject to Irish tax on its income or gains other than gains arising on chargeable events.

Generally a chargeable event arises on any distribution, redemption, repurchase, cancellation, transfer of Shares or on the ending of a Relevant Period. Any transaction in relation to or in respect of Shares in the Company which are held in a recognised clearing system is not considered a chargeable event, irrespective of the tax status of the shareholder holding the Shares.

Where the Shares are not held in a recognised clearing system, the Company will not be subject to Irish tax on chargeable events for certain types of investors including, inter alia, non-resident investors (see Definitions section on residence for further information) and particular types of Irish investors such as charities, pension schemes, life assurance companies etc. known as Exempt Irish Investors, if the Relevant Declaration has been provided to the Company or in the case of non-resident investors the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to have been provided with such Relevant Declaration is deemed to have been complied with in respect of that person or class or shareholder to which that person belongs, and that approval has not been withdrawn and any conditions to which the approval is subject have been satisfied.

Where the Company is liable to account for Irish tax on gains arising on chargeable events the rate of tax is 41% for regular distributions (where payments are made annually or at more frequent intervals) and for all other chargeable events except in the case where the shareholder is a company and the appropriate declaration has been made in which case the rate of tax is 25% on any chargeable events. (However, see comments below in relation to PPIU).

The ending of a "Relevant Period" (i.e. the eight year anniversary of acquiring Shares and every subsequent eight year anniversary) is also considered a chargeable event. Similar to other forms of chargeable event a gain may arise unless the shareholder giving rise to the chargeable event is either:

1. Non-Irish resident and non-Irish ordinarily resident; or

2. An Exempt Irish Investor

(provided in either case the investor has provided a Relevant Declaration or in the case of a non-Irish resident and non-Irish ordinarily resident investor written notice of approval from the Revenue Commissioners has been obtained by the Company to the effect that the requirements to have been provided with a Relevant Declaration from that shareholder or class of shareholders to which the shareholder belongs is deemed to have been complied with).

For those investors impacted, the ending of the Relevant Period is essentially a deemed disposal for Irish tax purposes. There are provisions which seek to ensure double taxation does not arise where an actual disposal follows a deemed disposal.

Recovery of tax by the Company

The Company is entitled to deduct any tax arising from payments to the Shareholder or where no payment is involved to cancel or appropriate sufficient Shares of the Shareholder to meet the tax liability.

Other Relevant Irish Taxes

As an Investment Undertaking, distributions paid by the Company should not be subject to Irish dividend withholding tax in most circumstances.

Dividends received by the Company from investment in Irish equities may be subject to Irish dividend withholding tax (currently 20%). However, where the Company makes an appropriate declaration it will be entitled to receive such dividends on Irish equities without deduction of tax.

Yearly interest received by the Company from other Irish tax resident companies is generally not subject to Irish withholding tax.

Generally no stamp duty or other tax is payable in Ireland on the issue, redemption or transfer of Shares in the Company assuming no application for Shares or repurchase or redemption of Shares is satisfied by an in specie transfer of any Irish situated property.

Distributions and interest receipts on securities issued in countries other than Ireland may be subject to taxes including withholding taxes imposed by such countries. The Company may not be able to benefit from a reduction in the rate of withholding tax under any double taxation agreement in operation between Ireland and other countries.

Foreign interest, dividends and other annual payments entrusted to any person in Ireland for payment to the Company are exempt from Irish encashment tax.

Taxation of Shareholders

Interpretation

For the purpose of determining the Irish tax liability of any Shareholder, payments made by the Company to a Shareholder who holds Shares which are held in a recognised clearing system, will be deemed to be payments from which tax has not been deducted.

Where Shares are denominated in a currency other than Euro certain Irish Resident Shareholders will be liable to tax on chargeable gains at 33% on the foreign exchange difference between the foreign currency and the Euro for the duration of the Shareholding period. Persons who are neither Resident in the Republic of Ireland nor Ordinarily Resident in the Republic of Ireland would normally 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 the Republic of Ireland.

Where a Non-Exempt Irish Investor realises a loss on disposal of Shares that loss cannot normally be utilised unless a gain from the Shares would be considered trading income.

Taxation

Provided the Company is in possession of a Relevant Declaration (or has received authorisation from the Revenue Commissioners that declarations are not required), Shareholders who are neither Ordinarily Resident

in the Republic of Ireland nor Resident in the Republic of Ireland will not be subject to Irish tax on income from their Shares or gains made on the disposal of their Shares unless they are held in connection with a trade or business carried on in Ireland through a branch or agency. In all other cases gains arising on chargeable events are taxed as follows:

Non-Corporate Shareholders

Disposals

Non-corporate Non-Exempt Irish Investors will not be subject to further Irish tax on income from their Shares or gains made on the disposal of their Shares where tax has been correctly deducted by the Company on payments received by the Shareholder. They may however be liable to tax on foreign currency gains as outlined in the interpretation section above.

Payments Made Gross of Tax

Any non-corporate Non-Exempt Irish Investors who receive a payment from the Company from which tax has not been deducted will be taxable on that payment. However, where the payment is in respect of the cancellation, redemption, repurchase or transfer of Shares or the ending of a Relevant Period, such income shall be reduced by the amount of the consideration in money or money's worth given by the Shareholder for the acquisition of the Shares. The rate of tax whether the payment is correctly included in a return made by that person or not is 41% for distributions (where payments are made annually or at more frequent intervals) and for all other payments (excluding in relation to a PPIU). Such Shareholders may also be liable to tax on foreign currency gains as outlined in the interpretation section above.

Personal Portfolio Investment Undertakings

There are anti-avoidance provisions which tax Irish tax resident individual investors holding shares in investment undertakings considered a personal portfolio investment undertaking ("PPIU") punitively. Essentially, an investment undertaking will be considered a PPIU in relation to a particular investor where that investor can influence the selection of some or all of the property held by the investment undertaking. Depending on individuals' circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will normally be a PPIU only 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 that gave rise to the chargeable event, will be taxed at 60%. This rate can increase to 80% in certain circumstances where the Irish investor in a PPIU does not include details in their tax return. Specific exemptions apply where the property invested in has been widely marketed and made available to the public. As a result, it is unlikely the provisions in respect of PPIUs will apply in respect of the Company.

Eight Year Deemed Disposals

As mentioned above the eighth anniversary of the acquisition of shares and every subsequent eighth anniversary in the Company will be considered a "chargeable event". There are provisions which allow the Company to elect, in certain circumstances, whether to levy this tax at fund level or whether investors should self-assess for the tax due. Where the Company makes such an election it is required to inform the affected Shareholders in writing.

Corporate Shareholders

Corporate Non-Exempt Irish Investors who receive distributions (where such 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 from which tax at the 25% rate had been deducted. Such Shareholders may also be liable to tax on foreign currency gains as outlined above.

Corporate Non-Exempt Irish Investors who receive other payments net from which tax has been deducted will not normally be subject to further Irish tax on the payments received, (this is subject to the proviso in the following paragraph in respect of Shares held in connection with a trade).

Corporate Non-Exempt Irish Investors whose Shares are held on trading account in connection with a trade will be taxable on any income or gains (grossed up for any tax deducted) as part of that trade with a set off against corporation tax payable for any tax deducted by the Company.

Any Corporate Shareholders who are Resident in the Republic of Ireland and receive a payment from the Company from which tax has not been deducted will be fully taxable on that payment under Case IV of Schedule D (except where the Shares are held on a trading account in which case they are taxable under Case I of Schedule D as discussed above). However, where the payment is in respect of the cancellation, redemption, repurchase or transfer of Shares or the ending of a Relevant Period, such income shall be reduced by the amount of the consideration in money or money's worth given by the Shareholders for the acquisition of the Shares. Such Shareholders may also be liable to tax on foreign currency gains as outlined in the interpretation section above.

Capital Acquisitions Tax

The disposal of Shares in the Company by the Shareholders will not generally be subject to Irish gift or inheritance tax (Capital Acquisition Tax) at 33% provided that at the date of the disposition neither the disposer nor the donee is domiciled or Ordinarily Resident in the Republic of Ireland.

Refunds

Where tax is withheld by the Company on the basis that no Relevant Declaration has been filed with the Company by the Shareholders, Irish legislation does not provide for a refund of tax to non-corporate Shareholders or to corporate Shareholders who are not Resident of the Republic of Ireland and who are not within the charge to Irish corporation tax other than in the following circumstances:

1. The appropriate tax has been correctly returned by the Company and within one year of the making of the return the Company 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 Company.
2. Where a claim is made for a refund of Irish tax under Sections 189, 189A and 192 (relieving provisions relating to certain incapacitated persons).

Automatic exchange of information

Irish reporting financial institutions, which may include the Company, have reporting obligations in respect of certain investors under FATCA as implemented pursuant to the Ireland – US intergovernmental agreement and/or the OECD's Common Reporting Standard (see below).

Information exchange and the implementation of FATCA in Ireland

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

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

On 21 December 2012 Ireland signed an Intergovernmental Agreement (**IGA**) with the United States to Improve International Tax Compliance and to Implement FATCA. Under this agreement Ireland agreed to implement legislation to collect certain information in connection with FATCA and the Irish and U.S. tax authorities have agreed to automatically exchange this information. The IGA provides for the annual automatic exchange of information in relation to accounts and investments held by certain U.S. persons in a broad category of Irish financial institutions and vice versa.

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

Regulations require the collection of information and filing of returns with the Irish Revenue Commissioners regardless as to whether the Company holds any U.S. assets or has any U.S. investors.

While the IGA and Irish Regulations should serve to reduce the burden of compliance with FATCA, and accordingly the risk of a FATCA withholding on payments to the Company in respect of its assets, no assurance can be given in this regard. As such, Shareholders should obtain independent tax advice in relation to the potential impact of FATCA before investing.

Common Reporting Standard (CRS)

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

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

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

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

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

Certain Tax Definitions

Resident in the Republic of Ireland/ Ordinarily Resident in the Republic of Ireland

"Resident in the Republic of Ireland" means any person resident in the Republic of Ireland (the State) for tax purposes. "Ordinarily Resident in Republic of Ireland" means any person ordinarily resident in the Republic of Ireland (the State) for tax purposes. "Irish Resident" shall be construed accordingly.

The following definitions have been issued by the Irish Revenue Commissioners in relation to the residence of individuals and companies.

Residence – Individual

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

1. spends 183 days or more in the State in that tax year; or
2. has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the

preceding year.

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

Ordinary Residence – Individual

The term “ordinary residence” as distinct from “residence” relates to a person’s normal pattern of life and denotes residence in a place with some degree of continuity. An individual who has been resident in the State for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

For example, an individual who is resident in the State for the tax years:

- 1 January 2013 to 31 December 2013;
- 1 January 2014 to 31 December 2014; and
- 1 January 2015 to 31 December 2015;

will become ordinarily resident with effect 1 January 2016.

An individual who has been ordinarily resident in the State ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in the State in 2019 and departs from the State in that year will remain ordinarily resident up to the end of the tax year 1 January 2022 to 31 December 2022.

Residence – Company

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

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

We would recommend that any Irish incorporated company that considers it is not Irish tax resident seeks professional advice before asserting this in any tax declaration given to the Company

Relevant Period

An eight year period beginning with the acquisition of the Shares by the Shareholder and each subsequent period of eight years beginning immediately after the preceding Relevant Period.

Relevant Declaration

A completed and signed declaration on an Irish Revenue prescribed form. A declaration by a non-Irish resident investor or an Intermediary is only a Relevant Declaration where the Investment Undertaking has no reason to believe the declaration is incorrect.

Intermediary

This means a person who:-

1. carries on a business which consists of, or includes, the receipt of payments from an investment undertaking resident in Ireland on behalf of other persons; or
2. holds units in an investment undertaking on behalf of other persons.

THE UNITED KINGDOM (UK)

The Company

The Directors intend to conduct the affairs of the Company so that it does not become resident in the United Kingdom and does not carry on a trade within the United Kingdom for United Kingdom taxation purposes. Accordingly, whilst the position cannot be guaranteed, the Company should not be subject to United Kingdom income tax or corporation tax other than on certain United Kingdom source income.

If the Company should invest in UK investments any UK source income arising may be subject to UK withholding tax depending on the nature of those investments and whether the Company can make a valid treaty claim to avoid or minimise such withholding tax.

Taxation of UK Shareholders – Treatment of gains

As the Company is a collective investment scheme, it is expected to be a mutual fund constituted by a body corporate outside the UK and so an “offshore fund” for the purposes of the UK offshore funds provisions in the Taxation (International and Other Provisions) Act 2010 (“TIOPA”). Each class of Shares of the Company should be treated as a separate “offshore fund” for these purposes.

For UK taxpayers to secure capital gains tax treatment on the disposal of their investment in Shares in the Company, the relevant Class would need to be certified as a “reporting fund” under the regime set out in the Offshore Funds (Tax) Regulations 2009 (Statutory Instrument 2009/3001). In broad terms, a “reporting fund” is an offshore fund that meets certain upfront and annual reporting requirements to HMRC and its Shareholders. In general, a class of Shares should qualify as a reporting fund if it makes an application to do so and it reports to Shareholders and HMRC its share of “reportable income” for each relevant accounting period.

There can be no guarantee that reporting status will be obtained or that, once obtained, it will continue to be available for future periods of account of the Company. If such status is obtained, then provided the Shares are not held on trading account, UK residents should be taxable on the profit made on the sale, transfer or redemption of Shares as a chargeable gain.

UK resident individual Shareholders are currently subject to capital gains tax on their chargeable gains at the rate of 10% where their taxable income and gains do not exceed their basic rate band of £37,500, and at 20% on gains in excess of that limit. They can also benefit from the capital gains tax annual exemption, currently £12,000. Individual investors may have their gains reduced by capital losses either arising in the same year as the gain or brought forward from earlier years. The normal capital gains tax provisions apply regarding transfers between spouses at “no gain/no loss” and provide an uplift in market value of the Shares upon death of an individual investor so as there will be no capital gains tax. For UK resident corporate Shareholders, any gains realised on disposal of their Shares would be taxable at the current rate of corporation tax of 19% (falling to 17% from 1 April 2020). The indexation allowance was frozen for corporation tax purposes with effect from 31 December 2017.

If the Shares are not certified by HMRC as a “reporting fund”, any gain on disposal of the Shares would be an “offshore income gain” and taxable as income rather than as a capital gain. UK resident individual Shareholders may thus be liable to income tax on their gain at the basic rate (20%), the higher rate (40%), or the additional rate (45%) to the extent that their taxable income and gains exceeds £150,000. As a result the benefit of the capital gains tax annual exemption would not be available. Similarly, UK resident corporate Shareholders may not be able to obtain the benefit of indexation allowance.

Taxation of UK Shareholders – Treatment of income

According to their circumstances, Shareholders resident in the UK for tax purposes will be liable to income tax or corporation tax in respect of dividends or other distributions paid by the Company as an overseas dividend. This will be the case even for the Classes of Shares where distributions are reinvested in additional Shares of the same Class. The rates of tax applying to dividend income are a 0% band of £2,000 and, above that band, 7.5% for basic rate taxpayers, 32.5% for higher rate taxpayers and 38.1% for additional rate taxpayers

UK resident corporate Shareholders will be taxed on dividends or other distributions received from the Company at the current rate of corporate tax of 19% (falling to 17% from 1 April 2020) unless that distribution is exempt from tax under the dividend exemption regime of Part 9A CTA 2009. The exemptions are broadly drafted and the general effect of the charging regime is to exempt dividends from UK corporation tax.

Under the “reporting fund” regime, the Company is not required to make distributions. Instead it must provide details of its “reportable income” to HMRC and shareholders. Sums actually distributed (if any) should be subject to a charge to tax in accordance with the normal tax provision as discussed above. Where the whole of the “reportable income” of the Company is not distributed, the excess is treated for tax purposes as if it were additional distributions from the Company in proportion to each shareholder’s shareholding.

Taxation of UK Shareholders – Anti-avoidance provisions

Dividends and other income distributions paid to UK resident individual Shareholders in respect of Shares in the Company may instead be taxed as interest where the share class fails to satisfy the “qualifying investments test”. If so, the applicable rates of tax would be 20% for basic rate tax payers, 40% for higher rate taxpayers, and 45% for higher rate taxpayers with taxable incomes over £150,000.

In addition, UK resident corporate Shareholders within the charge to UK corporation tax should note that under the loan relationships regime, if at any time in an accounting period they hold an interest in a share class which fails to satisfy the “qualifying investments test”, that interest will be treated for that period as if it were rights under a creditor relationship for the purposes of the regime.

A share class will fail to satisfy the “qualifying investments test” at any time when more than 60% of its assets (broadly, other than cash awaiting investment) by market value, broadly, comprise government and corporate debt, securities or cash on deposit or certain derivative contracts or holdings in other funds which at any time in the relevant accounting period do not themselves satisfy the “qualifying investments test”.

Subject to certain statutory exemptions, Part 9A of TIOPA imposes a charge to tax on chargeable profits, affecting any UK resident company with an interest of 25 per cent or more (including the interests of associated or connected persons) in the profits of a non-UK resident company. Where a CFC’s profits fall within certain “gateway” provisions (and are not otherwise excluded by any exemption) they will be apportioned to UK participators in the CFC. This charge may be reduced by a credit for any foreign tax attributable to the relevant profits and by the offset of UK reliefs. UK resident companies holding a right to 25 per cent. or more of the profits of the Company (directly or indirectly) are advised to seek their own specific professional taxation advice in relation to whether and how these rules might affect their proposed investment in the Company. The legislation is not directed towards the taxation of capital gains.

The attention of prospective investors resident in the United Kingdom for taxation purposes is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains Act 1992 (“Section 13”). Section 13 applies to a “participator” in the Company for UK taxation purposes (which term includes a Shareholder). If at any time when any gain accrues to the Company which constitutes a chargeable gain for those purposes (such as on a disposal by the Company of any of its investments), the Company is itself controlled by a sufficiently small number of persons such that were it a body corporate resident in the UK for taxation purposes, it would be a “close company” for those purposes. The provisions of Section 13 could, if applied, result in such a Shareholder being treated for the purposes of UK taxation as if a part of any chargeable gain accruing to the Company had accrued to that Shareholder directly, that part being equal to the proportion of the gain that corresponds to that Shareholder’s proportionate interest in the Company as a participator. A Shareholder could therefore incur a liability to tax even if the gain accruing to the Company had not been distributed by the Company. No liability under Section 13 will be incurred by such a Shareholder, however, where the proportionate interest of the Shareholder, together with associates, does not exceed 25% of the chargeable gain. Furthermore, this rule should only apply where either the holding of the asset by the Company or its disposal formed part of a scheme or arrangements of which one of the main purposes was the avoidance of capital gains tax or corporation tax.

The attention of individuals resident in the UK for taxation purposes is drawn to the provisions of Chapter 2 of Part 13 of the United Kingdom Income Tax Act 2007 (transfer of assets abroad). These provisions are aimed at preventing the avoidance of income tax by individuals through the transfer of assets or income to persons (including companies) resident or domiciled outside the UK. These provisions may render them liable to taxation in respect of undistributed amounts which would be treated as UK taxable income and profits of the Company (including, if the Company or any Company thereof were treated as carrying on a financial trade, profits on the disposition of securities and financial profits) on an annual basis. We would not expect these provisions to apply to income relating to a share class which has been certified by HMRC as a ‘reporting fund’

under the Offshore Company tax regime detailed above. Where a share class has not been certified, the provisions could apply but there are potential exemptions available where the transactions are genuine commercial transactions and avoidance of tax was not the purpose or one of the purposes for which the transactions were affected, or where the transaction is a "genuine transaction" and the individual's liability to tax would contravene EU treaty freedoms.

UK stamp duty and stamp duty reserve tax

The following comments are intended as a guide to the general UK stamp duty and stamp duty reserve tax ("SDRT") position and may not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depositary arrangements or clearance services to whom special rules apply.

No UK stamp duty or SDRT will be payable on the issue or surrender of the Shares. Since the Company is incorporated outside of the UK no SDRT should be payable in respect of agreements to transfer or surrender the Shares in the Company provided that the Shares will not be registered on any register kept in the UK and will not be paired with Shares issued by a body corporate incorporated in the UK. Legal instruments transferring the Shares should not be subject to UK stamp duty provided that such instruments are executed outside the UK and do not relate to matter done or to be done in the UK.

No UK stamp duty will be payable on instruments transferring securities to the Company provided they are executed outside of the UK and do not relate to a matter done or to be done in the UK. No SDRT will be payable on agreements to transfer securities to the Company provided the securities are issued by a company incorporated outside of the UK, are not held on a register kept in the UK and are not paired with shares issued by a body corporate incorporated in the UK.

OTHER JURISDICTIONS

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

GENERAL INFORMATION

Reports and Accounts

The Company's year-end is 31 December in each year commencing on the incorporation of the Company. Audited accounts prepared in accordance with Irish generally accepted accounting principles and a report in relation to each Fund will be sent to Shareholders within 4 months after the conclusion of each Accounting Period after 31 December. The Administrator will also send unaudited semi-annual reports to Shareholders within two months after the end of the six-month period ending on 30 June in each year. The first audited accounts were for the period ending on 31 December 2007 and the first semi-annual reports were for the period ending 30 June 2008. Such accounts and reports will contain a statement of the value of the net assets of each Fund and of the investments comprised therein as at the year-end or the end of such six-month period and such other information as is required by the Regulations. The audited information required to be available to shareholders will be sent, on request, to any shareholder or prospective investor.

Incorporation and Share Capital

The Company was incorporated and registered in Ireland under the Companies Act as an open-ended umbrella investment company with variable capital and with segregated liability between Funds on 28 May 2007 with registered number 440463.

At the date hereof the authorised share capital of the Company comprises:

- i. 2 Subscriber Shares issued for the purposes of the incorporation of the Company at an issue price of Euro 1 per share. They are both beneficially owned by Majedie Asset Management Limited; and
- ii. 1,000,000,000,000 shares of no par value initially designated as unclassified shares.

The unclassified shares are available for issue as Shares. There are no rights of pre-emption attaching to the Shares in the Company.

Memorandum and Articles of Association

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

The Articles contain provisions to the following effect:

1. **Directors' Authority to Allot Shares.** The Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities, including fractions thereof, up to an amount equal to the authorised but as yet unissued share capital of the Company;
2. **Variation of rights.** The rights attached to any class may be varied or abrogated with the consent in writing of the holders of three-fourths in number of the issued Shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the Shares of the class, and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. The quorum at any such separate general meeting, other than an adjourned meeting, shall be two persons present in person or by proxy holding or representing at least one-third in nominal value of the issued Shares of the class in question and the quorum at an adjourned meeting shall be one person holding Shares of the class in question or his proxy;
3. **Voting Rights.** On a show of hands every holder who is present in person or by proxy shall have one vote and on a poll every holder present in person or by proxy shall have one vote for every Share of which he is the holder. Holders who hold a fraction of a Share may not exercise any voting rights, whether on a show of hands or on a poll, in respect of such fraction of a Share;
4. **Alteration of Share Capital.** The Company may from time to time by ordinary resolution increase the share capital by such amount and/or number as the resolution may prescribe.

The Company may also by ordinary resolution:

- (i) consolidate and divide all or any of its share capital into Shares of larger amount;
- (ii) subdivide its Shares, or any of them, into Shares of smaller amount or value;
- (iii) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and reduce the amount of its authorised share capital by the amount of the Shares so cancelled; or
- (iv) redenominate the currency of any class of Shares;

5. **Directors' Interests.** Provided that the nature and extent of his interest shall be disclosed as set out below, no Director or intending Director shall be disqualified by his office from contracting with the Company nor shall any such contract or any contract or arrangement entered into by or on behalf of any other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested.

A Director shall not vote at a meeting of the Directors or any committee established by the Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material (other than an interest arising by virtue of his interest in shares or debentures or other securities or otherwise in or through the Company) or a duty which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he is not entitled to vote.

A Director shall be entitled to vote (and be counted in the quorum) in respect of any resolutions concerning any of the following matters, namely:-

- (a) the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or any of its subsidiary or associated companies or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary or associated companies;
- (b) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary or associated companies for which he himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) any proposal concerning any offer of shares or debentures or other securities of or by the Company or any of its subsidiary or associated companies for subscription, purchase or exchange in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof; or
- (d) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever.

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

6. **Borrowing Powers.** Subject to the Regulations, the Directors may exercise all of the powers of the Company to borrow or raise money and to mortgage, or charge its undertaking, property and assets (both present and future) and uncalled capital or any part thereof provided that all such borrowings shall be within the limits laid down by the Central Bank;
7. **Delegation to Committee.** The Directors may delegate any of their powers to any committee whether or not consisting of Directors. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked.

Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the provisions of the Articles regulating the proceedings of Directors so far as they are capable of applying;

8. **Retirement of Directors.** The Directors shall not be required to retire by rotation or by virtue of their attaining a certain age;
9. **Directors' Remuneration.** Unless and until otherwise determined from time to time by the Company in general meeting, the ordinary remuneration of each Director shall be determined from time to time by resolution of the Directors. Any Director who holds any executive office (including for this purpose the office of chairman or deputy chairman) or who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine. The Directors may be paid all travelling, hotel and other out-of-pocket expenses properly incurred by them in connection with their attendance at meetings of the Directors or committees established by the Directors or general meetings or separate meetings of the holders of any class of Shares of the Company or otherwise in connection with the discharge of their duties;
10. **Transfer of Shares.** Subject to the restrictions set out below, the Shares of any holder may be transferred by instrument in writing in any usual or common form or any other form, which the Directors may approve.

The Directors in their absolute discretion and without assigning any reason therefor may decline to register any transfer of a Share directly or indirectly to any person or entity who, in the opinion of the Directors is a U.S. Person (unless the Directors determine (i) the transaction is permitted under an exemption available under the securities laws of the United States and (ii) that the relevant Fund and Company continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an individual under the age of 18 (or such other age as the Directors may think fit), a person or entity who breached or falsified representations on subscription documents, who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person is not qualified to hold Shares, or if the holding of the Shares by any person is unlawful or is less than the minimum holding set for that class of Shares by the Directors, or in circumstances which (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the relevant Fund incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage which the relevant Fund might not otherwise have incurred or suffered or might result in the Company on behalf of the relevant Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Articles.

The Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate for the Shares to which it relates (if issued), is in respect of one class of Share only, is in favour of not more than four transferees and is lodged at the registered office or at such other place as the Directors may appoint;

11. **Right of Redemption.** Shareholders have the right to request the Company to redeem their Shares in accordance with the provisions of the Articles;
12. **Dividends.** The Articles permit the Directors to declare such dividends on any class of Shares as appear to the Directors to be justified by the profits of the relevant Fund. The Directors may satisfy any dividend due to holders of Shares in whole or in part by distributing to them in specie any of the assets of the relevant Fund and, in particular, any investments to which the relevant Fund is entitled. A holder may require the Directors instead of transferring any assets in specie to him, to arrange for a sale of the assets and for payment to the holder of the net proceeds of same. Any dividend unclaimed for six years from the date of declaration of such dividend shall be forfeited and shall revert to the relevant Fund;
13. **Funds.** The Directors are required to establish a separate portfolio of assets for each Fund created by the Company from time to time, to which the following shall apply:-
 - (i) for each Fund the Company shall keep separate books and records in which all transactions relating to the relevant Fund shall be recorded and, in particular, the proceeds from the allotment and issue of Shares of each class of Shares in the Fund, and the investments and the

liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Articles;

- (ii) any asset derived from any other asset(s) (whether cash or otherwise) comprised in any Fund, shall be applied in the books and records of the Company to the same Fund as the asset from which it was derived and any increase or diminution in the value of such an asset shall be applied to the relevant Fund;
- (iii) no Shares will be issued on terms that entitle the Shareholders of any Fund to participate in the assets of the Company other than the assets (if any) of the Fund relating to such Shares. If the proceeds of the assets of the relevant Fund are not sufficient to fund the full redemption amount payable to each Shareholder for the relevant Fund, the proceeds of the relevant Fund will, subject to the terms for the relevant Fund, be distributed equally among each Shareholder of the relevant Fund *pro rata* to the amount paid up on the Shares held by each Shareholder. If the realised net assets of any Fund are insufficient to pay any amounts due on the relevant Shares in full in accordance with the terms of the relevant Fund, the relevant Shareholders of that Fund will have no further right of payment in respect of such Shares or any claim against the Company, any other Fund or any assets of the Company in respect of any shortfall;
- (iv) each Fund shall be charged with the liabilities, expenses, costs, charges or reserves of the Company in respect of or attributable to that Fund; and
- (v) in the event that any asset attributable to a Fund is taken in execution of a liability not attributable to that Fund, the provisions of section 1407 of the Companies Act shall apply.

14. **Fund Exchanges.** Subject to the provisions of the Articles, a Shareholder holding Shares in any class in a Fund on any Dealing Day shall have the right from time to time to exchange all or any of such Shares for Shares of another class (such class being either an existing class or a class agreed by the Directors to be brought into existence with effect from that Dealing Day);

15. **Winding up.** The Articles contain provisions to the following effect:

- (i) If the Company shall be wound up the liquidator shall, subject to the provisions of the Companies Act, apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims relating to that Fund.
- (ii) The assets available for distribution amongst the Shareholders shall be applied as follows: first the proportion of the assets in a Fund attributable to each class of Share shall be distributed to the holders of Shares in the relevant class in the proportion that the number of Shares held by each holder bears to the total number of Shares relating to each such class of Shares in issue as at the date of commencement to wind up; and secondly, any balance then remaining and not attributable to any of the classes of Shares shall be apportioned pro-rata as between the classes of Shares based on the Net Asset Value attributable to each class of Shares as at the date of commencement to wind up and the amount so apportioned to a class shall be distributed to holders pro-rata to the number of Shares in that class of Shares held by them. References to "class" shall be read as "series" where there are more than one series of a class in issue.
- (iii) A Fund may be wound up pursuant to section 1407 of the Companies Act and in such event the winding up provisions of the Articles shall apply *mutatis mutandis* in respect of that Fund.
- (iv) If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution of the relevant holders and any other sanction required by the Companies Act, divide among the holders of Shares of any class or classes of a Fund in specie the whole or any part of the assets of the Company relating to that Fund, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between all the holders of Shares of the Company or the holders of different classes of Shares in a Fund. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of holders as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no holder shall be compelled to accept any assets in respect of which there is a liability. A Shareholder

may require the liquidator instead of transferring any asset in specie to him/her, to arrange for a sale of the assets and for payment to the holder of the net proceeds of same.

16. **Share Qualification.** The Articles do not contain a share qualification for Directors.

Litigation and Arbitration

Since incorporation the Company has not been involved in any litigation or arbitration nor are the Directors aware of any pending or threatened litigation or arbitration.

Directors' Interests

- (a) There are no service contracts, other than letters of appointment, in existence between the Company and any of its Directors, nor are any such contracts proposed;
- (b) At the date of this Prospectus, no Director has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company and save as provided in (d) below no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company;
- (c) As at 31 December 2015, Robert Harris and his Persons Closely Associated have the following interests in the share capital of the Company:
 - (i) Majedie Asset Management Tortoise Fund: 1,418,821 Class A Shares
 - (ii) Majedie Asset Management Tortoise Fund: 1,314,899 Class B Shares

Other than as disclosed above, no other Directors nor any Persons Closely Associated have any beneficial interest in the share capital of the Company or any options in respect of such capital as at the date of this Prospectus.

- (d) Chris Simmons and Robert Harris are employees of the Investment Manager and as such, do not receive any remuneration for their services as directors of the Company. Brian McDermott is a partner in A&L Goodbody Solicitors, which will receive a fee in respect of legal services rendered to the Company at a normal commercial rate. John Donohoe is CEO of Carne Global Financial Services Limited, which will receive a fee in respect of support services rendered to the Company at a normal commercial rate.

Material Contracts

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

- (a) the Investment Management and Distribution Agreement, between the Company and the Investment Manager; this Agreement provides that the appointment of the Investment Manager will continue in force unless and until terminated by either party giving to the other 90 days' notice in writing although in certain circumstances the Agreement may be terminated forthwith by notice in writing by either party to the other. Under this Agreement, the Investment Manager shall not be liable to the Company or the Shareholders or otherwise for any error of judgement or loss suffered by the Company or such Shareholder in connection with the Investment Management and Distribution Agreement unless such loss or disadvantage arises from the fraud, bad faith, negligence, wilful default or wilful misfeasance of the Investment Manager in the performance or non-performance by the Investment Manager of its duties or breach of contract on the part of the Investment Manager or any of its agents or delegates or their agents;
- (b) the Depositary Agreement dated 21 June 2016, between the Company and the Depositary; this Agreement provides that the appointment of the Depositary will continue unless and until terminated by either party giving to the other not less than 90 days' written notice although in certain circumstances the Agreement may be terminated immediately by either party provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved by the Central Bank has been appointed and provided further that if within a period of 90 days from the date on which the Depositary notifies the Company of its desire to retire or from the date on which the Company notifies the Depositary of its intention to remove the Depositary, no replacement Depositary shall have been appointed, the Company shall, arrange for the repurchase of the Shares in the Funds and either appoint

a liquidator or apply for the Company to be wound up. Pursuant to this Agreement the Depositary shall be liable to the Company and the Shareholders for any loss suffered by them as a result of its negligent or intentional failure to perform its obligations. The Depositary shall, in the case of a loss of financial instruments held in custody, return securities of identical type or the corresponding amount to the relevant Fund without undue delay. The Company shall indemnify and keep indemnified and hold harmless the Depositary and each of its directors, officers, servants and employees from and against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses (including legal and professional fees and expenses arising therefrom or incidental thereto) other than actions, proceedings, losses, damages, costs and expenses of any nature suffered or incurred as a result of the negligent or intentional failure of the Depositary to perform its obligations pursuant to the Regulations (or a loss of financial instruments held in custody) which may be made or brought against or directly or indirectly suffered or incurred by the Depositary or any of its directors, officers, servants or employees arising out of or in connection with the performance or non-performance of the Depositary's duties. The Depositary shall not be liable to the Company or the Shareholders or any other person for consequential, indirect or special damages or losses arising out of or in connection with the performance or non-performance by the Depositary of its duties and obligations; and

- (c) the Administration Agreement dated 12 November 2009, between the Company and the Administrator; this Agreement provides that the appointment of the Administrator will continue unless and until terminated by the Company or the Administrator giving to the other of them not less than 90 days written notice although in certain circumstances the agreement may be terminated immediately by either party; Under this Agreement the Administrator shall not be liable to the Company or the Shareholders for any loss, damage, expense (including, without limitation, legal counsel and professional fees and other costs and expenses incurred in connection with the defence of any claim, action or proceedings) caused by act or omission of the Administrator in connection with the performance of the Administrator's duties except as a result of the negligence, wilful default or fraud of the Administrator, its directors, officers or employees in the performance of its obligations and duties. The Company has indemnified and agreed to keep indemnified and hold harmless the Administrator and each of its shareholders, directors, officers, servants, employees and agents from and against any and all actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses (including legal and professional fees and expenses arising therefrom or incidental thereto) which may be made or brought against or suffered or incurred by the Administrator or any of its shareholders, directors, officers, servants, employees and agents arising out of or in connection with the performance of the Administrator's duties under the Administration Agreement (otherwise than by reason of the negligence, wilful default or fraud of the Administrator in the performance of its duties thereunder). The Administrator shall not be liable to the Company, the Shareholders or any other person for special, indirect or consequential damages of any nature whatsoever, or for lost profits or loss of business, arising out of or in connection with this Agreement.

Please refer to each Supplement for details of any other relevant material contracts (if any) in respect of a Fund.

Whistleblowing Policy

The Company has in place appropriate procedures for the reporting of infringements internally through a specific, independent and autonomous channel, in compliance with the Regulations.

Documents available for Inspection

Copies of the following documents may be obtained from the Company and inspected at the registered office of the Company during usual business hours on weekdays, except Saturdays, Sundays and Irish public holidays:

- (a) the Prospectus (as amended and supplemented to) and the Supplements;
- (b) the Memorandum and Articles of Association of the Company;
- (c) the Regulations;
- (d) key investor information documents (KIID);
- (e) the annual and half yearly reports relating to each Fund most recently prepared and published by the Company;
- (f) the Central Bank Requirements;
- (g) the material contracts referred to above; and
- (h) a list of past and current directorships and partnerships held by each Director of the Company over the last 5 years.

Copies of the Memorandum and Articles of Association of the Company (and, after publication thereof, the

periodic reports and accounts) may be obtained from the Administrator free of charge.

Information for UK Investors

The Company has been granted by the FCA the status of a "recognised scheme" in the UK for the purposes of s264 Financial Services and Markets Act 2000, as amended ("**FSMA**"). The Investment Manager, has been appointed as the Company's facilities agent in the UK to provide the facilities required under the FCA Rules to be maintained in the UK for a recognised scheme. The Investment Manager is authorised and regulated by the FCA to conduct investment business in the UK.

Accordingly, facilities will be maintained at the offices of the Investment Manager at 10 Old Bailey, London EC4M 7NG, United Kingdom (tel: +44 (0)20 7619 3900):

- (a) for any person to inspect and obtain (free of charge) copies of the Memorandum and Articles of Association of the Company (and of any amendments), the latest Prospectus, latest key investor information documents and the latest supplements for the sub-funds of the Company and the latest annual and half-yearly reports of the Company during normal business hours on any weekday (UK public holidays excepted);
- (b) for any person to obtain information about the price of Shares in any fund of the Company and for any Shareholder to arrange for the redemption of Shares in a fund and for obtaining payment of the redemption proceeds; and
- (c) at which any person who has a complaint to make about the operation of the Company may submit the complaint for transmission to the Company.

This Prospectus is being issued outside the UK directly by the Company. Within the UK, it is being issued and has been approved for the purposes of section 21 FSMA by the Investment Manager on behalf of the Company.

Some or all of the protections provided by the FCA's regulatory system in the UK do not apply to investments in the Company or a fund and compensation under the UK's Financial Services Compensation Scheme will not generally be available.

Any individual who is in any doubt about the investment to which this Prospectus relates should consult an authorised person specialising in advising on investments of this kind.

APPENDIX I

Markets

The Markets set out below are listed in the Articles. The Markets are listed in accordance with the requirements of the Central Bank and the Central Bank does not issue a list of approved Markets.

With the exception of permitted investment in unlisted securities, investment in securities will be limited to the following stock exchanges and regulated markets:

- 1 (a) any stock exchange which is:
 - located in an EEA Member State;
 - located in the United Kingdom, Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States of America; or
- (b) any stock exchange included in the following list:-

Argentina	-	Bolsa de Comercio de Buenos Aires, Cordoba, Mendoza, Rosario and La Plata Stock Exchange;
Bahrain	-	Bahrain Stock Exchange;
Bangladesh	-	Chittangong Stock Exchange and Dhaka Stock Exchange;
Botswana	-	Botswana Stock Exchange;
Brazil	-	Bolsa de Valores de Sao Paulo, Bolsa de Valores de Brasilia, Bolsa de Valores de Bahia-Sergipe - Alagoas, Bolsa de Valores de Extremo Sul, Bolsa de Valores de Parana, Bolsa de Valores de Regional, Bolsa de Valores de Santos, Bolsa de Valores de Pernambuco e Paraiba and Bolsa de Valores de Rio de Janeiro;
Channel Islands	-	Channel Islands Stock Exchange;
Chile	-	Santiago Stock Exchange and Valparaiso Stock Exchange;
China	-	Shanghai Stock Exchange, Fujian Stock Exchange, Hainan Stock Exchange and Shenzhen Stock Exchange;
Colombia	-	Bolsa de Bogota and Bolsa de Medellin;
Costa Rica	-	Bolsa Nacional de Valores;
Ecuador	-	Quito Stock Exchange and Guayaquil Stock Exchange;
Egypt	-	Cairo Stock Exchange and Alexandria Stock Exchange;
Ghana	-	Ghana Stock Exchange;
India	-	Mumbai Stock Exchange, Madras Stock Exchange, Delhi Stock Exchange, Ahmedabab Stock Exchange, Bangalore Stock Exchange, Cochin Stock Exchange, Guwahati Stock Exchange, Magadh Stock Exchange, Pune Stock Exchange, Hyderabad Stock Exchange, Ludhiana Stock Exchange, Uttar Pradesh Stock Exchange, Calcutta Stock Exchange and the National Stock Exchange of India;
Indonesia	-	Indonesia Stock Exchange;
Israel	-	Tel Aviv Stock Exchange;
Ivory Coast	-	Abidjan Stock Exchange;
Jordan	-	Amman Stock Exchange;
Kazakhstan	-	Kazakhstan Stock Exchange;
Kenya	-	Nairobi Stock Exchange;
Korea	-	Korean Stock Exchange;
Kuwait	-	Kuwait Stock Exchange;
Lebanon	-	Beirut Stock Exchange;
Malaysia	-	Bursa Malaysia Stock Exchange;
Mauritius	-	Stock Exchange of Mauritius;

Mexico	-	Bolsa Mexicana de Valores;
Morocco	-	Casablanca Stock Exchange;
Namibia	-	Namibian Stock Exchange;
Nigeria	-	Lagos Stock Exchange, Kaduna Stock Exchange and Port Harcourt Stock Exchange;
Oman	-	Muscat Securities Market;
Pakistan	-	Lahore Stock Exchange and Karachi Stock Exchange;
Palestine	-	Palestine Stock Exchange;
Peru	-	Bolsa de Valores de Lima ;
Philippines	-	Philippines Stock Exchange;
Qatar	-	Doha Stock Exchange;
Russia	-	RTS Stock Exchange, MICEX;
Saudi Arabia	-	Riyadh Stock Exchange;
Serbia	-	Belgrade Stock Exchange;
Singapore	-	The Stock Exchange of Singapore;
South Africa	-	Johannesburg Stock Exchange;
Swaziland	-	Swaziland Stock Exchange;
Sri Lanka	-	Colombo Stock Exchange;
Taiwan	-	Taiwan Stock Exchange;
Thailand	-	The Stock Exchange of Thailand;
Trinidad & Tobago	-	The Trinidad & Tobago Stock Exchange;
Tunisia	-	Tunis Stock Exchange;
Turkey	-	Istanbul Stock Exchange;
Ukraine	-	Ukrainian Stock Exchange;
United Arab Emirates	-	Abu Dhabi Securities Market, Dubai Financial Market, NASDAQ Dubai;
Uruguay	-	Montevideo Stock Exchange;
Vietnam	-	Vietnam Stock Exchange;
Venezuela	-	Caracas Stock Exchange and Maracaibo Stock Exchange;
Zambia	-	Lusaka Stock Exchange;
Zimbabwe	-	Zimbabwe Stock Exchange;

(c) any of the following over the counter markets:

The market organised by the International Capital Market Association;

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

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

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

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

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

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

(d) any of the following electronic exchanges:

NASDAQ;

KOSDAQ; (Korea)
SESDAQ; (Singapore)
TAISDAQ/Gretai Market; (Taiwan)
RASDAQ; (Romania)

- 2 In relation to any exchange traded financial derivative contract, any stock exchange on which such contract may be acquired or sold and which is regulated, operates regularly, is recognised and open to the public and which is (i) located in an EEA Member State, (ii) located in the United Kingdom, Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States (iii) the Channel Islands Stock Exchange (iv) listed at (d) above or (v) any of the following:

The Chicago Board of Trade;
The Mercantile Exchange;
The Chicago Board Options Exchange;
EDX London;
New York Mercantile Exchange;
New York Board of Trade;
New Zealand Futures and Options Exchange;
Hong Kong Futures Exchange;
Singapore Commodity Exchange;
Tokyo International Financial Futures Exchange

APPENDIX II

The Depository has appointed the following entities as delegates and sub-delegates.

Argentina	-	Citibank N.A., Argentina
Australia	-	National Australia Bank Limited; Citigroup Pty Limited
Austria	-	Citibank N.A. Milan
Bahrain	-	HSBC Bank Middle East Limited
Bangladesh	-	The Hongkong and Shanghai Banking Corporation Limited
Belgium	-	Citibank International Limited
Bermuda	-	HSBC Bank Bermuda Limited
Botswana	-	Stanbic Bank Botswana Limited
Brazil	-	Citibank N.A., Brazil
Brazil	-	Itau Unibanco S.A.
Bulgaria	-	Citibank Europe plc, Bulgaria Branch
Canada	-	CIBC Mellon Trust Company (CIBC Mellon)
Cayman Islands	-	The Bank of New York Mellon
Chile	-	Banco de Chile
Chile	-	Bancau Itau S.A. Chile
China	-	HSBC Bank (China) Company Limited
Colombia	-	Cititrust Colombia S.A. Sociedad Fiduciaria
Costa Rica	-	Banco Nacional de Costa Rica
Croatia	-	Privredna banka Zagreb d.d.
Cyprus	-	BNP Paribas Securities Services S.C.A., Athens
Czech Republic	-	Citibank Europe plc, organizacni slozka
Denmark	-	Skandinaviska Enskilda Banken AB (Publ)
Egypt	-	HSBC Bank Egypt S.A.E.
Estonia	-	SEB Pank AS
Finland	-	Finland Skandinaviska Enskilda Banken AB (Publ)
France	-	BNP Paribas Securities Services S.C.A.
France	-	Citibank International Limited (cash deposited with Citibank NA)
Germany	-	The Bank of New York Mellon SA/NV, Asset Servicing, Niederlassung Frankfurt am Main
Ghana	-	Stanbic Bank Ghana Limited
Greece	-	BNP Paribas Securities Services S.C.A., Athens
Hong Kong	-	The Hongkong and Shanghai Banking Corporation Limited
Hong Kong	-	Deutsche Bank AG
Hungary	-	Citibank Europe plc. Hungarian Branch Office
Iceland	-	Landsbankinn hf.
India	-	Deutsche Bank AG
India	-	HSBC Ltd
Indonesia	-	Deutsche Bank AG
Ireland	-	The Bank of New York Mellon
Israel	-	Bank Hapoalim B.M.
Italy	-	Citibank N.A. Milan
Italy	-	Intesa Sanpaolo S.p.A.
Japan	-	Mizuho Bank, Ltd.
Japan	-	The Bank of Tokyo-Mitsubishi UFJ, Ltd.
Jordan	-	Standard Chartered Bank
Kazakhstan	-	Joint-Stock Company Citibank Kazakhstan
Kenya	-	CfC Stanbic Bank Limited
Kuwait	-	HSBC Bank Middle East Limited, Kuwait
Latvia	-	AS SEB banka

Lebanon	-	HSBC Bank Middle East Limited – Beirut Branch
Lithuania	-	AB SEB bankas
Luxembourg	-	Euroclear Bank
Malaysia	-	Deutsche Bank (Malaysia) Berhad
Malaysia	-	HSBC Bank Malaysia Berhad
Malta	-	The Bank of New York Mellon SA/NV, Asset Servicing, Niederlassung Frankfurt am Main
Mauritius	-	The Hongkong and Shanghai Banking Corporation Limited
Mexico	-	Banco Nacional de México S.A.
Morocco	-	Citibank Maghreb
Namibia	-	Standard Bank Namibia Limited
Netherlands	-	The Bank of New York Mellon SA/NV
New Zealand	-	National Australia Bank Limited
Nigeria	-	Stanbic IBTC Bank Plc
Norway	-	Skandinaviska Enskilda Banken AB (Publ)
Oman	-	HSBC Bank Oman S.A.O.G.
Pakistan	-	Deutsche Bank AG
Peru	-	Citibank del Peru S.A.
Philippines	-	Deutsche Bank AG
Poland	-	Bank Polska Kasa Opieki S.A.
Portugal	-	Citibank International Limited, Sucursal em Portugal
Qatar	-	HSBC Bank Middle East Limited, Doha
Romania	-	Citibank Europe plc, Romania Branch
Russia	-	Deutsche Bank Ltd
Russia	-	AO Citibank
Saudi Arabia	-	HSBC Saudi Arabia Limited
Serbia	-	UniCredit Bank Serbia JSC
Singapore	-	DBS Bank Ltd
Singapore	-	United Overseas Bank Ltd
Slovak Republic	-	Citibank Europe plc, pobočka zahraničnej banky
Slovenia	-	UniCredit Banka Slovenia d.d.
South Africa	-	The Standard Bank of South Africa Limited
South Korea	-	The Hongkong and Shanghai Banking Corporation Limited
South Korea	-	Deutsche Bank AG
Spain	-	Banco Bilbao Vizcaya Argentaria, S.A.
Spain	-	Santander Securities Services S.A.U.
Sri Lanka	-	The Hongkong and Shanghai Banking Corporation Limited
Swaziland	-	Standard Bank Swaziland Limited
Sweden	-	Skandinaviska Enskilda Banken AB (Publ)
Switzerland	-	Credit Suisse AG
Switzerland	-	UBS Switzerland AG
Taiwan	-	HSBC Bank (Taiwan) Limited
Taiwan	-	Standard Chartered Bank (Taiwan) Ltd.
Thailand	-	The Hongkong and Shanghai Banking Corporation Limited
Tunisia	-	Banque Internationale Arabe de Tunisie
Turkey	-	Deutsche Bank A.S.
Uganda	-	Stanbic Bank Uganda Limited
Ukraine	-	Public Joint Stock Company "Citibank"
U.A.E.	-	HSBC Bank Middle East Limited, Dubai
U.K.	-	Depository and Clearing Centre (DCC) Deutsche Bank AG, London Branch; The Bank of New York Mellon
U.S.A.	-	The Bank of New York Mellon
Uruguay	-	Banco Itaú Uruguay S.A.
Venezuela	-	Citibank N.A., Sucursal Venezuela
Vietnam	-	HSBC Bank (Vietnam) Ltd
Zambia	-	Stanbic Bank Zambia Limited
Zimbabwe	-	Stanbic Bank Zimbabwe Limited

DIRECTORY

MAJEDIE ASSET MANAGEMENT (INTERNATIONAL) INVESTMENT FUND COMPANY PLC

25/28 NORTH WALL QUAY
DUBLIN 1
IRELAND

DIRECTORS

VINCENT DODD
JOHN DONOHOE
ROBERT HARRIS
BRIAN McDERMOTT
CHRIS SIMMONS

INVESTMENT MANAGER AND DISTRIBUTOR

MAJEDIE ASSET MANAGEMENT LIMITED
10 OLD BAILEY
LONDON EC4M 7NG
UNITED KINGDOM

DEPOSITARY

BNY MELLON TRUST COMPANY (IRELAND) LIMITED
GUILD HOUSE
GUILD STREET
INTERNATIONAL FINANCIAL SERVICES CENTRE
DUBLIN 1
IRELAND

ADMINISTRATOR TO THE COMPANY

BNY MELLON FUND SERVICES (IRELAND) DESIGNATED ACTIVITY COMPANY
GUILD HOUSE
GUILD STREET
INTERNATIONAL FINANCIAL SERVICES CENTRE
DUBLIN 1
IRELAND

AUDITORS

KPMG
CHARTERED ACCOUNTANTS
1 HARBOURMASTER PLACE
DUBLIN 1
IRELAND

IRISH LEGAL ADVISERS TO THE COMPANY

A&L GOODBODY
INTERNATIONAL FINANCIAL SERVICES CENTRE
NORTH WALL QUAY

DUBLIN 1
IRELAND

SECRETARY

GOODBODY SECRETARIAL LIMITED
INTERNATIONAL FINANCIAL SERVICES CENTRE
NORTH WALL QUAY
DUBLIN 1
IRELAND