

**IF YOU ARE IN DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISOR (“PROFESSIONAL ADVISORS”)**

The Directors of the Company, whose names appear in this Prospectus under the section “DIRECTORY”, accept responsibility for the information contained in this document.

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**Lord Abbett Global Funds I plc**

(an open-ended investment company with variable capital constituted as an umbrella fund with segregated liability between its Funds under the laws of Ireland authorised and regulated by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, as amended)

**PROSPECTUS**

Dated 14 July 2022

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The Funds of the Company are referred to in the Global Supplement to the Prospectus which lists the existing Funds. The Company issues a Supplement to this Prospectus at the time of establishing each Fund. Each Supplement forms part of, and should be read in the context of and together with, this Prospectus.

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## IMPORTANT INFORMATION

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All capitalised terms used in this Prospectus shall have the meanings given to them in the section “DEFINITIONS” unless the context requires otherwise.

### **Investor Responsibility**

Prospective investors should review this Prospectus carefully and in its entirety and should consult with their Professional Advisors in relation to (i) the legal requirements in their own countries for the purchase, holding, exchanging, redeeming or disposing of Shares; (ii) any non-U.S. exchange restrictions or exchange control requirements to which they are subject; (iii) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, exchanging, redeeming, or disposing of Shares; and (iv) the provisions of this Prospectus.

### **Central Bank Authorisation**

The Company is both authorised and supervised by the Central Bank. The Central Bank shall not be liable by virtue of its authorisation of the Company or by reason of its exercise of the functions conferred on it by legislation in relation to the Company for any default of the Company. Authorisation does not constitute a warranty by the Central Bank and the Central Bank shall not be liable for the performance or default of the Company. The authorisation of the Company is not an endorsement or guarantee of the Company by the Central Bank nor is the Central Bank responsible for the contents of the Prospectus.

### **Investment Risks**

The price of Shares and the income from them may go down as well as up and investors may not get back the amount invested. There can be no assurance that any Fund will achieve its investment objective. Investors should consider the investment risks described in the section “INVESTMENT RISKS AND SPECIAL CONSIDERATIONS”.

### **Initial Sales Charge/CDSC**

Where an initial sales charge and/or a CDSC is payable in respect of a subscription or redemption for certain Classes of Shares, the resulting difference at any one time between the Subscription Price and Redemption Price means that investment in such Shares should be viewed as medium to long term. Where an initial sales charge is charged, it will not exceed 5% of the Net Asset Value of the relevant Class. Where a CDSC is charged, it will not exceed 1% of the Net Asset Value of the relevant Class. A Fund will not charge both an initial sales charge and a CDSC in respect of a Class. Details of the applicable initial sales charge/CDSC will be set out in the Supplement for the relevant Fund.

### **Key Investor Information Documents**

Key Investor Information Documents are available for the Funds of the Company. In addition to summarising some important information in this Prospectus, the Key Investor Information Documents may contain information on the historical performance and the ongoing charges for each of the Funds. The Key Investor Information Documents can be obtained from the registered office of the Company which is set out in the section “DIRECTORY” or at [www.lordabbett.com/LordAbbettGlobalFunds](http://www.lordabbett.com/LordAbbettGlobalFunds).

## **Restrictions on Distribution and Sale of Shares**

The distribution of this Prospectus and the offering or purchase of the Shares may be restricted in certain jurisdictions. This Prospectus does not constitute an offer or solicitation by or to anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.

Shares are offered only on the basis of the information contained in this Prospectus, the relevant Key Investor Information Documents and the latest audited annual accounts and any subsequent half-yearly report when available. The Prospectus, the latest audited annual accounts and any subsequent half-yearly reports will be made available to the public at the office of the Administrator.

Any further information or representations given or made by any person should be disregarded and accordingly, should not be relied upon.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, placing, subscription, sale or redemption of the Shares other than those contained in this Prospectus, the relevant Key Investor Information Documents, the relevant Application Form(s) and, once published, the latest published annual report and accounts of the Company and any such advertisement, information or representations, if given or made, must not be relied upon as having been authorised by the Company.

Neither the delivery of this Prospectus, the latest published annual report or accounts of the Company (once published) nor the offer, placement, allotment or issue of any of the Shares shall under any circumstances create any implication or constitute a representation that the information given in this Prospectus or in any such report is correct as of any time subsequent to the date thereof or that the affairs of the Company have not changed since the date thereof.

Statements in this Prospectus are based on law and practice currently in force in Ireland and are made as at the date of this Prospectus and are subject to change.

No information or advice herein contained shall constitute advice to a proposed investor in respect of his personal position. Accordingly, no representations or warranties of any kind are intended or should be inferred with respect to the economic return or the tax consequences of an investment in the Company. No assurance can be given that existing laws will not be changed or interpreted adversely. Prospective investors are not to construe this document as legal or tax advice.

The distribution of this Prospectus in some jurisdictions may require the translation of this Prospectus into other languages specified by the regulatory authorities of those jurisdictions provided that any such translation shall be a direct translation of the English text. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in translation, the English text shall prevail and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the law of Ireland.

This Prospectus should be read in its entirety before making an application for Shares.

## **United States**

The Shares have not been, and will not be, registered under the 1933 Act or qualified under any applicable state statutes, and the Shares may not be transferred, offered or sold in the United States of America (including its territories and possessions) or to or for the direct or indirect benefit of any U.S. Person (as defined in Schedule III), except pursuant to registration

or an applicable exemption. Neither the Company nor the Funds have been, or will be, registered under the 1940 Act, and investors will not be entitled to the benefits of such registration. Any re-sales or transfers of the Shares in the U.S. or to U.S. Persons may constitute a violation of U.S. law and requires the prior written consent of the Company. Applicants for Shares will be required to certify whether they are a U.S. Person or U.S. Taxpayer and will be required to declare whether they are Irish residents.

The Directors have the power to impose restrictions on the shareholdings by (and consequently to redeem Shares held by), or the transfer of Shares to, any U.S. Person (unless permitted under certain exceptions under the laws of the United States), or by any person who appears to be in breach of the laws or requirements of any country or government authority, or by any person or persons in circumstances (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered. See the section "ADMINISTRATION OF THE COMPANY: Compulsory Redemption or Transfer".

The Shares have not been approved or disapproved by the SEC, any state securities commission or other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful.

Neither the Company nor the Funds currently are regulated by the CFTC as a commodity pool under the Commodity Exchange Act. The Investment Manager currently intends to limit its investments in FDIs to avoid such regulation, but the Company and/or the Funds may be subject to regulation as a commodity pool in the future.

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## DEFINITIONS

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In this Prospectus, the following words and phrases shall have the meanings indicated below:-

<b>“1933 Act”</b>	the U.S. Securities Act of 1933 (as amended);
<b>“1940 Act”</b>	the U.S. Investment Company Act of 1940 (as amended);
<b>“Accounting Date”</b>	31 January in each year;
<b>“Accounting Period”</b>	a period ending on the Accounting Date and commencing on the day following expiry of the last Accounting Period;
<b>“Accumulating Classes”</b>	classes in which the Directors intend to accumulate and to automatically reinvest all earnings, dividends and other distributions of whatever kind pursuant to the investment objectives and policies of the relevant Fund for the benefit of Shareholders in the relevant Fund and which are identified by the word “Accumulating” in their title;
<b>“Administration Agreement”</b>	the agreement dated 17 September 2018 between the Company, the Manager and the Administrator, as may be amended from time to time;
<b>“Administrator”</b>	Brown Brothers Harriman Fund Administration Services (Ireland) Limited, or such other person as may be appointed in accordance with the requirements of the Central Bank to provide administration services in respect of the Company;
<b>“AIF”</b>	an alternative investment fund as defined in regulation 5(1) of the European Union (Alternative Investment Fund Managers) Regulations 2013 (S.I. No. 257 of 2013) and/or any other collective investment undertaking meeting the criteria outlined in Regulation 68(1)(e) of the Regulations;
<b>“Anti-Dilution Levy”</b>	a charge for the benefit of a Fund added to or deducted from a Fund’s Net Asset Value to cover dealing costs relating to the acquisition or disposal of assets and to preserve the value of the underlying assets of a Fund;
<b>“Application Form”</b>	the application form, obtainable from the Administrator, to be completed by subscribers for Shares of any Fund or Class as prescribed by the Company from time to time;

<b>“Auditor”</b>	Deloitte & Touche or such other person as may be appointed in accordance with the requirements of the Central Bank to act as auditor to the Company;
<b>“Base Currency”</b>	the base currency of account of a Fund as determined by the Directors and as set out in the relevant Supplement;
<b>“Benchmarks Regulation”</b>	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 and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014;
<b>“Benefit Plan Investor”</b>	as defined in Schedule III;
<b>“Bond Connect”</b>	the program launched in July 2017 for mutual bond market access between Hong Kong and Mainland China established by China Foreign Exchange Trade System & National Interbank Fund Centre (“CFETS”), China Central Depository & Clearing Co., Ltd, Shanghai Clearing House, and Hong Kong Exchanges and Clearing Limited and Central Moneymarkets Unit;
<b>“Business Day”</b>	each day (except Saturdays and Sundays and normal public holidays in Ireland) on which the New York Stock Exchange is open for regular business and such other day or days as may be determined by the Directors;
<b>“CDO”</b>	collateralised debt obligation, a form of securitisation in which payments from multiple securities (a “collateralised bond obligation” or “CBO”), loans (a “collateralised loan obligation” or “CLO”), or possibly a mixture of securities and loans are pooled together and passed on to different classes of owners in various tranches;
<b>“CDSC”</b>	contingent deferred sales charge, a penalty levied for the premature redemption of Shares;
<b>“Central Bank”</b>	the Central Bank of Ireland or any successor regulatory authority with responsibility for the authorisation and supervision of the Company;
<b>“Central Bank UCITS Regulations”</b>	the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019 as may be further amended or consolidated from time to time;
<b>“CFTC”</b>	the U.S. Commodity Futures Trading Commission;

<b>“CIBM”</b>	the China interbank bond market, which is the over-the-counter market for bonds issued and traded in the PRC;
<b>“Class”</b>	any class of Shares each representing interests in a Fund;
<b>“Class Currency”</b>	the currency denomination of a Class;
<b>“Clearing System”</b>	the National Securities Clearing Corporation (NSCC) or any other clearing system approved by the Directors;
<b>“Code”</b>	the U.S. Internal Revenue Code of 1986 (as amended);
<b>“Commodity Exchange Act”</b>	the U.S. Commodity Exchange Act of 1936 (as amended);
<b>“Companies Act”</b>	the Companies Act 2014 (as may be amended, consolidated, supplemented or re-enacted from time to time);
<b>“Company”</b>	Lord Abbett Global Funds I plc;
<b>“Company Secretary”</b>	Dechert Secretarial Limited, the secretary of the Company (and the Manager) or such other persons as may be appointed by the Company in accordance with the requirements of the Companies Act;
<b>“Constitution”</b>	the memorandum of association and articles of association of the Company for the time being in force and as may be modified from time to time;
<b>“CRS”</b>	the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development, also known as the Common Reporting Standard, and any bilateral or multilateral competent authority agreements, intergovernmental agreements and treaties, laws, regulations, official guidance or other instrument facilitating the implementation thereof and any law implementing the Common Reporting Standard;
<b>“Dark Green Fund”</b>	a Fund that seeks to comply with the principles of Article 9 of the SFDR as specified in the Supplement for the relevant Fund;
<b>“Data Protection Legislation”</b>	the GDPR and all binding EU and national legislation, guidance and decisions with respect to data protection and information privacy;
<b>“Dealing Day”</b>	each Business Day, or such other Business Day as the Directors may determine and notify in advance



	to Shareholders provided that there shall be at least two Dealing Days in each calendar month carried out at regular intervals;
<b>“Dealing Deadline”</b>	in the case of subscriptions and redemptions, 4:00 pm Dublin time on the relevant Dealing Day;
<b>“Delegated Regulations”</b>	Delegated Regulation (EU) 2016/438 as regards safe-keeping duties of depositaries;
<b>“Depositary Agreement”</b>	the agreement dated 17 September 2018 between the Company, the Manager and the Depositary, as may be amended from time to time;
<b>“Depositary”</b>	Brown Brothers Harriman Trustee Services (Ireland) Limited, the depositary to the Company or such other person as may be appointed in accordance with the requirements of the Central Bank;
<b>“Directors”</b>	the directors of the Company and/or the Manager (as the context so requires) for the time being and any duly constituted committee thereof;
<b>“Distributing Classes”</b>	Classes in which the Directors intend to declare a dividend in respect of the Shares and are identified by the word “Distributing” in their title;
<b>“Distribution Agent”</b>	any sub-distributor, intermediary, dealer and/or professional investor that the Distributor enters into contractual arrangements with for the distribution of Shares;
<b>“Distribution Agreements”</b>	<p>(i) the distribution agreement dated 17 September 2018 between the Company, the Manager and Lord Abbett Distributor LLC (the “<b>LLC Distribution Agreement</b>”); and</p> <p>(ii) the marketing and sales agreement dated 20 December 2018 between the Company, the Manager and Lord Abbett (UK) Ltd (the “<b>Marketing and Sales Agreement</b>”),</p> <p>both as may be amended from time to time and referred to collectively as the “<b>Distribution Agreements</b>”;</p>
<b>“Distributor” or “Distributors”</b>	<p>(i) Lord Abbett Distributor LLC in its capacity as a distributor for the Company; and</p> <p>(ii) Lord Abbett (UK) Ltd. in its capacity as a marketing and sales company for the Company;</p>

<b>“Duties and Charges”</b>	all stamp and other duties, taxes, governmental charges, brokerage, bank charges, exchange and/or other dealing spreads, interest, transfer fees, registration fees and other duties and charges whether in connection with the original acquisition or increase of the assets of the Company or the creation, issue, sale, switch or redemption of Shares or the purchase or sale of investments or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or in connection with or arising out of or upon the occasion or in the event of the transaction or dealing in respect of which such duties and charges are, or may be, payable, which may include, when calculating Subscription Prices and Redemption Prices, any provision for spreads (to take into account the difference between the price at which assets may be valued for the purpose of calculating the Net Asset Value and the price at which such assets may be acquired or may be sold or realised), but shall not include any commission payable to agents on sales and purchases of Shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Shares;
<b>“EEA”</b>	the European Economic Area, comprising the Member States, Norway, Iceland and Liechtenstein;
<b>“Emerging Markets Country”</b>	shall have the meaning set forth in the Supplement for the relevant Fund;
<b>“environmentally sustainable economic activities”</b>	means an economic activity that qualifies as environmentally sustainable as set out in Article 3 of the Taxonomy;
<b>“ESG”</b>	environmental, social and governance;
<b>“ESMA”</b>	the European Securities and Markets Authority;
<b>“EU”</b>	the European Union;
<b>“FATCA” or the “Foreign Account Tax Compliance Act”</b>	Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, and any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of these Sections of the Code;

<b>“Financial Account”</b>	a “Financial Account” as used in the intergovernmental agreement between the United States and Ireland for the purposes of FATCA;
<b>“Financial Institution”</b>	a “Financial Institution” as defined in FATCA;
<b>“FINRA”</b>	United States Financial Industry Regulatory Authority;
<b>“First Valuation Point”</b>	close of business in the market that closes first of which the investments of the Company are traded on the relevant Dealing Day;
<b>“FDIs”</b>	financial derivative instruments that derive their value from the value of an underlying asset, reference rate or index;
<b>“Fitch Ratings”</b>	Fitch Ratings Inc.;
<b>“Fund” or “Funds”</b>	a sub-fund of the Company established by the Directors and the Manager (with the prior approval of the Central Bank) and constituting a separate portfolio of assets invested in accordance with the investment objective and policies applicable to such Fund as specified in this Prospectus and any Supplement thereto;
<b>“GDPR”</b>	Regulation (EU) 2016/679 known as the General Data Protection Regulation;
<b>“Global Supplement”</b>	a supplement to the Prospectus issued on behalf of the Company for the purpose of listing the existing Funds;
<b>“High Yield Debt Securities”</b>	debt securities that, at the time of purchase, are rated outside the four highest tiers assigned by any rating agency recognised by any national regulatory or governmental agency (including but not limited to the Central Bank), such as Moody’s (Aaa, Aa, A, Baa), S&P’s (AAA, AA, A, BBB), or Fitch Ratings (AAA, AA, A, BBB), or are unrated but determined by the Investment Manager to be of comparable quality;
<b>“Inflation-Linked Investment”</b>	an investment in Treasury Inflation Protected Securities which are U.S. government bonds whose principal is adjusted for inflation as measured by the Consumer Price Index for All Urban Consumers as computed by the U.S. Bureau of Labor statistics and other U.S. and non-U.S. inflation-indexed securities;
<b>“Initial Offer Price”</b>	the price at which a Class of Shares is first offered or at which it is reoffered as specified in the section

	“ADMINISTRATION OF THE COMPANY: How to Purchase Shares”;
<b>“Investment Grade Debt Securities”</b>	securities that, at the time of purchase, are rated within the four highest tiers assigned by any rating agency recognised by any national regulatory or governmental agency (including but not limited to the Central Bank), such as Moody’s (Aaa, Aa, A, Baa), S&P’s (AAA, AA, A, BBB), or Fitch Ratings (AAA, AA, A, BBB), or, are unrated but determined by the Investment Manager to be of comparable quality;
<b>“Investment Management Agreement”</b>	the agreement dated 17 September 2018 between the Company, the Manager and the Investment Manager, as may be amended from time to time;
<b>“Investment Manager”</b>	Lord, Abbett & Co. LLC.;
<b>“Light Green Fund”</b>	a Fund that that seeks to comply with the principles of Article 8 of the SFDR as specified in the Supplement for the relevant Fund;
<b>“Manager”</b>	Lord Abbett (Ireland) Ltd;
<b>“Management Agreement”</b>	the agreement dated 17 September 2018 between the Company and the Manager as may be amended from time to time;
<b>“Member”</b>	a Shareholder, or a person who is registered as the holder of one or more Non-Participating Shares;
<b>“Member State”</b>	a member state of the EU;
<b>“MiFID II”</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments or any statutory modification or re-enactment thereof and related legislation;
<b>“MiFID Regulations”</b>	S.I. No 375 of 2017 European Union (Markets in Financial Instruments) Regulations 2017, as amended, supplemented, consolidated or otherwise modified from time to time and any regulations or conditions made thereunder by the Central Bank;
<b>“MiFIR”</b>	Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments or any statutory modification or re-enactment thereof and related legislation;

<b>“Money Market Instrument”</b>	instruments normally dealt in on the money markets which are liquid, have a value which can be accurately determined at any time and include, but are not limited to, government debt, commercial paper, bankers acceptances, certificates of deposit and other short term debt securities as ancillary liquid assets, and which are further described in the UCITS Rules;
<b>“Moody’s”</b>	Moody’s Investors Service Inc.;
<b>“NCAs”</b>	national competent authorities;
<b>“Net Asset Value” or “NAV”</b>	the net asset value of the Company or of a Fund or Class, as appropriate, calculated as described herein;
<b>“Net Asset Value per Share”</b>	in respect of any Shares, the Net Asset Value attributable to the Shares issued in respect of a Fund or Class, divided by the number of Shares in issue in respect of the Fund or Class;
<b>“Non-Participating Shares”</b>	a redeemable non-participating share in the capital of the Company issued in accordance with, and having rights provided for, in the Constitution;
<b>“OECD”</b>	the Organisation for Economic Co-Operation and Development;
<b>“OTC”</b>	over the counter;
<b>“Personal Data”</b>	any data relating to a living individual who can be identified directly from that data or indirectly in conjunction with other information;
<b>“Prospectus”</b>	this document and any Supplements or addenda thereto, issued by the Company in accordance with the requirements of the Central Bank;
<b>“Redemption Price”</b>	the price payable in respect of redeemed Shares as specified in the section “DETERMINATION OF NET ASSET VALUE: Redemption Prices”;
<b>“Regulation” or “Regulations”</b>	the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 as amended by the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 as may be amended, supplemented, consolidated or otherwise modified from time to time including any condition that may from time to time be imposed thereunder by the Central Bank;
<b>“Regulated Market”</b>	a regulated market as set out in Schedule I;
<b>“SEC”</b>	U.S. Securities and Exchange Commission;

<b>“SFDR”</b>	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;
<b>“Share” or “Shares”</b>	a participating share or shares in the Company or a Fund, as the context so requires;
<b>“Shareholders”</b>	holders of Shares and each a “Shareholder”;
<b>“Subscription Price”</b>	the subscription price in respect of Shares of any Class on any Dealing Day as specified in the section “DETERMINATION OF NET ASSET VALUE: Calculation of Subscription and Redemption Prices”;
<b>“Supplement”</b>	a supplement including the Global Supplement and any addenda thereto, which is supplemental to this Prospectus setting out information specific to a Fund (or the Company in respect of the Global Supplement);
<b>“Sustainability Risk”</b>	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 an investment;
<b>“S&amp;P”</b>	Standard & Poor’s Rating Services;
<b>“Taxonomy”</b>	means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending SFDR;
<b>“UCITS”</b>	an undertaking for collective investment in transferable securities within the meaning of the Regulations;
<b>“UCITS Rules”</b>	the Central Bank UCITS Regulations and any guidance or Q&A document issued by the Central Bank from time to time pursuant to the Central Bank UCITS Regulations; or any document published by the Central Bank which sets down conditions which the Central Bank imposes on UCITS, their management companies and depositaries;
<b>“Umbrella Cash Account”</b>	an account maintained at the level of the Company;
<b>“Underlying Collective Investment Scheme”</b>	any collective investment scheme which meets the requirements of the Regulations and, for the avoidance of doubt, includes other Funds, regulated collective investment schemes and regulated AIFs domiciled in the EU, Guernsey, Jersey, the Isle of Man or the EEA;

<b>“U.S.”</b>	the United States of America (including the States and the District of Columbia), its territories, possessions and all other areas subject to its jurisdiction;
<b>“U.S. Person”</b>	as defined in Schedule III;
<b>“U.S. Taxpayer”</b>	as defined in Schedule III;
<b>“Valuation Point”</b>	the day and time(s) with reference to which the assets and liabilities of each Fund will be valued for the purpose of calculating the Net Asset Value and the Net Asset Value per Share. The Valuation Point shall be at close of business in the relevant market on each Dealing Day.

In this Prospectus, all references to the “Euro” or “EUR” or “€” are to the currency referred to in the second sentence of Article 2 of the Council Regulation (EC) No. 974/98 of 3 May 1998 and as adopted as the single currency of the participating Member States of the European Union and any successor currency as determined at the discretion of the Directors, all references to “US Dollars” or “\$” or “US\$” or “USD” are to the lawful currency of the United States of America, all references to “Pounds” or “Pounds Sterling” or “GBP” are to the lawful currency of the United Kingdom, all references to “SFr” or “CHF” or “Swiss Franc” are to the lawful currency of Switzerland, all references to “¥” or “JPY” or “Yen” are to the lawful currency of Japan, all references to “BRL” are to the lawful currency of Brazil.

All references herein to the provisions of any law, regulation or rulebook shall be construed as references to those provisions as amended, modified, re-enacted, revised or replaced from time to time.

All references herein to any agreement are to such agreement as may be amended, restated, supplemented or replaced from time to time.

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## DIRECTORY

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### Board of Directors

Adrian Waters (Chairman, Irish Resident)  
David Conway (Irish Resident)  
Andrew D. D'Souza (U.S. Resident)  
Jennifer Karam (U.S. Resident)  
Stacy Allen (U.S. Resident)

### Manager

Lord Abbett (Ireland) Ltd.  
2<sup>nd</sup> Floor, 5 Earlsfort Terrace  
Dublin 2  
Ireland

### Board of Directors of the Manager

Adrian Waters (Chairman, Irish Resident)  
David Conway (Irish Resident)  
Andrew D. D'Souza (U.S. Resident)  
Jennifer Karam (U.S. Resident)  
Kieran Walsh (Irish Resident)  
Stacy Allen (U.S. Resident)

### Administrator, Registrar and Transfer Agent

Brown Brothers Harriman Fund  
Administration Services (Ireland) Limited  
30 Herbert Street  
Dublin D02 W329  
Ireland

### Legal Advisors as to Irish law

Dechert  
2<sup>nd</sup> Floor, 5 Earlsfort Terrace  
Dublin 2  
Ireland

### Auditors

Deloitte & Touche  
Deloitte & Touche House  
29 Earlsfort Terrace  
Dublin 2  
D02 AY28, Ireland

### Registered Office of the Company

30 Herbert Street  
Dublin D02 W329  
Ireland

### Investment Manager

Lord, Abbett & Co. LLC  
90 Hudson Street  
Jersey City  
New Jersey  
07302-3973  
U.S.A.

### Depository

Brown Brothers Harriman Trustee  
Services (Ireland) Limited  
30 Herbert Street  
Dublin D02 W329  
Ireland

### Distributors

Lord Abbett Distributor LLC  
90 Hudson Street  
Jersey City  
New Jersey  
07302-3973  
U.S.A.

Lord Abbett (UK) Ltd.  
70 St Mary Axe, Suite 407'  
London EC3A 8BE United Kingdom

### Company Secretary

Dechert Secretarial Limited  
2<sup>nd</sup> Floor, 5 Earlsfort Terrace  
Dublin 2  
Ireland



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## INTRODUCTION

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### **Establishment and Incorporation**

The Company is an open-ended umbrella investment company with variable capital and segregated liability between its Funds and is organised under the laws of Ireland as a public limited company pursuant to the Companies Act. The Company is authorised by the Central Bank as an undertaking for collective investment in transferable securities pursuant to the Regulations. The Company was incorporated on 17 October 2013 under registration number 534227.

The life of the Company is unlimited.

The activities of the Company are governed by its Constitution and this Prospectus and the details concerning the Company contained herein.

The Constitution provides that the Company may offer separate Classes of Shares, each representing interests in a Fund, with each Fund comprising a separate and distinct portfolio of investments. The assets of each Fund will be invested separately on behalf of each Fund in accordance with the investment objective and policies of each Fund. Following the close of the initial offer period, the value of the Shares of each Fund shall at all times equal their Net Asset Value. The Base Currency of each Fund will be determined by the Directors and will be set out in the Prospectus and/or Supplement for the relevant Fund.

The names of all Funds approved at the date of this Prospectus are listed in the Global Supplement.

Additional Funds may be established by the Company from time to time with the prior approval of the Central Bank.

### **Share Classes**

A Fund may consist of one or more Classes of Shares. A separate pool of assets will not be maintained for each Class within a Fund. The Classes of Shares are described more fully in the section "SHARE CLASSES". The Directors shall notify to the Central Bank and clear in advance with it, the issue of additional Classes of Shares in a Fund.

### **Non-Participating Shares**

At the date of this Prospectus the authorised share capital of the Company is 500,000,000,000 Shares of no par value and 300,002 redeemable Non-Participating Shares of €1.00 each. Non-Participating Shares do not entitle the holders thereof to any dividend. On a winding up of the Company, the Non-Participating Shares entitle the holders thereof to receive the amount paid up thereon but do not otherwise entitle them to participate in the assets of the Company.

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## INVESTMENT OBJECTIVES AND POLICIES OF THE FUNDS

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The Company intends to provide investors with a choice of Funds offering an array of investment objectives. Each Fund aims to achieve its investment objective while spreading investment risks through investment in transferable securities or liquid financial assets or collective investment schemes or other permitted investments in accordance with the Regulations. The transferable securities and liquid financial assets in which a Fund may invest

generally must be listed and/or traded on a Regulated Market except that up to 10% of the Net Asset Value of a Fund may be invested in transferable securities and liquid financial assets which are not so listed, traded or dealt. The Regulated Markets in which a Fund's investments will be traded are set out in Schedule I.

The assets of each Fund will be invested separately in accordance with the investment objective and policies of the Fund, details of which are set out in the relevant Supplement.

A summary of the investment process pursued by the Investment Manager for the selection of investments in each Fund is outlined in the relevant Supplement.

The investment return that Shareholders may receive by virtue of their investment in a particular Fund is determined by reference to the Net Asset Value of that Fund which in turn is primarily determined by reference to the performance of the portfolio of investments held by that Fund.

Unless otherwise stated in a Supplement, each Fund may invest up to 10% of its Net Asset Value in Underlying Collective Investment Schemes, subject to the requirements of the Central Bank and the Regulations. Such investment in Underlying Collective Investment Schemes includes investing in other Funds. However, a Fund may not invest in another Fund which itself holds Shares in other Funds. Where a Fund invests in another Fund, the investing Fund may not charge an annual management and/or investment management fee in respect of the portion of its assets invested in the other Fund. If a Fund invests in the units or shares of an Underlying Collective Investment Scheme managed by the Manager or by an associated or related company of the Manager (including the Investment Manager) or the associated or related company must waive the sales charge or exit charge payable, if any. The Manager will not receive any commission when a Fund invests in such a scheme. However, if any commissions are received by the Manager, the commission must be paid into the property of the relevant Fund.

Pending investment of the proceeds of a placing or offer of Shares or where market or other factors so warrant, a Fund may, subject to the investment restrictions set out under the heading "Investment Restrictions" below, invest in cash deposits, Money Market Instruments and in short-term securities such as commercial paper, bankers' acceptances, certificates of deposit, and government securities issued by an OECD member country or by any supranational entity provided that the securities are listed, traded or dealt in on a Regulated Market in an OECD member country and are rated investment grade or better by Moody's, S&P or Fitch Ratings.

Each Fund seeks to remain fully invested in accordance with its investment objective and investment policies. However, in an attempt to respond to adverse market, economic, political, or other conditions, a Fund may take a temporary defensive position by holding some or all of its assets in short-term investments. These investments include cash, commercial paper, ETFs, Money Market Instruments, repurchase agreements, and U.S. government securities. A Fund also may hold these types of investments while looking for suitable investment opportunities or to maintain liquidity. Taking a temporary defensive position could prevent the Fund from achieving its investment objective.

A Fund may sell a security if it no longer meets the Fund's investment criteria or for a variety of other reasons, such as to secure gains, limit losses, maintain its duration, redeploy assets into opportunities believed to be more promising, or satisfy redemption requests, among others. A Fund will not be required to sell a security that has been subject to a change of investment grade after purchase; however, in these cases, the Fund will monitor the situation to determine whether it is advisable for the Fund to continue to hold the security. In considering whether to sell a security, the Fund may evaluate factors including, but not limited to, the condition of the economy, changes in the issuer's competitive position or financial condition,

changes in the outlook for the issuer's industry, the Fund's valuation target for the security, and the impact of the security's duration on the Fund's overall duration.

Each of the Funds engage in active and frequent trading of its portfolio securities.

In respect of each Fund, the Investment Manager operates a controversial weapons exclusion policy whereby it seeks to exclude investment in private or public companies involved in the production, development, sale or maintenance of controversial weapons. Such companies are identified using a combination of the Investment Manager's proprietary fundamental research and information provided by an independent, global, third-party ESG research firm. Investments in companies deemed to be involved in controversial weapons are restricted on a pre-trade basis. The Investment Manager's Controversial Weapons Exclusion Policy is available on [www.lordabbett.com/LordAbbettGlobalFunds](http://www.lordabbett.com/LordAbbettGlobalFunds).

Any change in the investment objective or a material change in the investment policies of a Fund will be subject to prior approval on the basis of a majority of votes cast by an ordinary resolution of Shareholders passed at a general meeting or by all of the Shareholders by way of a written resolution. In the event of a change of investment objective and/or material change of the policies of a Fund, the changes will be provided for in an update to the relevant Supplement of the Fund and a reasonable notification period will be provided to Shareholders to enable them to redeem their Shares prior to the implementation of such a change.

Non-material changes to the investment policies of a Fund may be implemented from time to time by the Directors if they shall deem it to be in the best interest of the relevant Fund.

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## SUSTAINABILITY RELATED DISCLOSURES

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### *Integration of Sustainability Risks*

Any Fund that has been classified as a Light Green Fund or as a Dark Green Fund will be identified as such in the relevant Supplement and a description of the integration of Sustainability Risks with respect to such Fund will be set out in the Supplement for that Fund.

Through seeking to implement each of the Fund's investment policies the Investment Manager believes that consideration of Sustainability Risks as part of the investment process is a necessary aspect of evaluating the risk associated with the relevant investment and, accordingly, the return to the Funds.

The Investment Manager evaluates the potential impact of Sustainability Risks on enterprise value. It also expects that ESG factors may lead to alpha opportunities, as the Investment Manager believes that companies that provide solutions to the largest and most pressing ESG issues have the potential to offer higher risk-adjusted returns. Thus, consideration of ESG factors plays a key role in the Investment Manager's investment analysis.

The Investment Manager believes that Sustainability Risks can have a tangible impact on an investment's risk profile, its ability to generate returns over the long term and consequently the risk profile of the Funds. The Investment Manager's approach to ESG integration includes a framework that is focused on the impact of ESG factors on the risk/reward profile of each investment. Accordingly, the integration of Sustainability Risks does not necessarily require exclusion. In line with this approach, to the extent that the Investment Manager concludes that there is a Sustainability Risk associated with an investment which could cause an actual or a potential material negative impact on the value of the Funds, the Investment Manager will assess the likelihood of that Sustainability Risk occurring. Investments with lower

Sustainability Risk ratings are typically viewed more favourably than those with higher Sustainability Risk ratings and/or metrics, all other risks being equal. In cases where the Investment Manager determines that the return potential offers adequate compensation for particular Sustainability Risks, the Investment Manager may choose to invest and engage with the management of the issuer in an effort to influence the practices that give rise to those Sustainability Risks.

ESG factors are relevant throughout the investment process and the Investment Manager will consider the Sustainability Risks during the research process and also as part of the ongoing assessment and management of investments for the full life cycle of the Funds.

By taking Sustainability Risks into consideration during its investment decision making process, the intention of the Investment Manager is to manage such Sustainability Risks in a way that Sustainability Risks do not have a material impact on the performance of the Funds over and above all other the risks in relation to the relevant investment which are already highlighted in the Supplement for each Fund and in the section of the Prospectus titled "INVESTMENT RISKS APPLICABLE TO EACH FUND". The expectation is that the potential impact of Sustainability Risks on the return of the Funds is limited. However, there can be no guarantee that losses will not arise.

The Manager discloses further information about Sustainability Risk integration practices at the Manager level in certain statements that are publicly available on product pages where permitted by law/regulation or are otherwise made available to current and prospective investors and investment advisors.

#### *Environmentally Sustainable Investments*

Any Fund that has been classified as a Light Green Fund or as a Dark Green Fund will be identified as such in the relevant Supplement and information relating to that Fund's investments in environmentally sustainable economic activities (if any) will be set out in the Supplement for that Fund. The investments underlying each other Fund do not take into account the EU criteria for environmentally sustainable economic activities.

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## **USE OF FINANCIAL DERIVATIVE INSTRUMENTS**

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### **Use of FDIs**

#### *Efficient Portfolio Management*

The Company may, on behalf of each Fund and subject to the conditions and within the limits laid down by the Central Bank, use techniques and instruments for hedging purposes (to protect the Fund's unrealised gains by hedging against possible adverse fluctuations in the securities markets or changes in interest rates or currency exchange rates that may reduce the market value of the Fund's investment portfolio) or for the purposes of efficient portfolio management (including but not limited to forward currency exchange contracts, futures contracts, options, put and call options on securities, indices and currencies, stock index contracts and swap contracts). The Company may also use repurchase/reverse repurchase and stock lending agreements for the purposes of efficient portfolio management. A Fund also may use FDIs to seek to enhance returns, spreads or gains, or to efficiently invest excess cash or quickly gain market exposure. A Fund may engage in such transactions on an exchange or in the OTC market.

The Company may engage in such techniques and instruments for the reduction of risk, cost or the generation of additional capital or income for each Fund with an appropriate level of risk, taking into account the risk profile of the Company as described in this Prospectus and the general provisions of the Regulations. See Schedule IV: “Efficient Portfolio Management Techniques and Instruments”.

The use of techniques for efficient portfolio management is not expected to raise the risk profile of a Fund or result in higher volatility.

As is required to be disclosed in this Prospectus by Regulation 58(1)(c) of the Central Bank UCITS Regulations, all revenues from efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the relevant Fund. Direct and indirect operational costs and fees arising from efficient portfolio management techniques (which shall not include hidden revenue) will be paid to the securities lending agent or counterparty to the repurchase agreement.

The types of FDIs that a Fund may use consist principally of:

#### *Futures Contracts and Options on Futures*

A Fund may enter into futures contracts and options on futures contracts, which involve the purchase or sale of a contract to buy or sell a specified security, index or other financial instrument at a specific future date and price on an exchange or the OTC market. A Fund may enter into such contracts as a substitute for taking a position in any underlying asset or to increase returns.

#### *Currency Forward Contracts and Options*

A Fund may use currency forward contracts and options to hedge the risk to the portfolio to exchange price movements. Under some circumstances, a Fund may commit a substantial portion or the entire value of its portfolio to the completion of forward contracts. Generally, these instruments allow a Fund to lock in a specified exchange rate for a period of time. currency forward contracts also may be used to increase a Fund’s exposure to currencies that the Investment Manager believes may rise in value relative to the U.S. dollar or to shift a Fund’s exposure to currency fluctuations from one country to another.

#### *Options*

A Fund may purchase call and put options and write (i.e. sell) covered call and put option contracts in accordance with its investment objective and policies. A “call option” is a contract sold for a price giving its holder the right to buy a specific number of securities at a specific price prior to a specified date. A “covered call option” is a call option issued on securities already owned by the writer of the call option for delivery to the holder upon the exercise of the option. A “put option” gives the purchaser of the option the right to sell, and obligates the writer to buy, the underlying securities at the exercise price at any time during the option period. A put option sold by a Fund is covered when, among other things, a Fund segregates permissible liquid assets having a value equal to or greater than the exercise price of the option to fulfil the obligation undertaken or otherwise covers the transaction. A Fund may purchase and sell call and put options in respect of specific securities (or groups or “baskets” of specific securities) or securities indices, currencies or futures. A Fund also may enter into OTC options contracts, which are available for a greater variety of securities, and a wider range of expiration dates and exercise prices, than are exchange-traded options. Successful use by a Fund of options and options on futures will depend on the Investment Manager’s ability to predict correctly movements in the prices of individual securities, the relevant securities market generally, currencies or interest rates.

### *Swap Agreements*

A Fund may enter into interest rate, equity index, credit, currency and total return swap agreements, and swaptions (options on swaps) and similar transactions. A Fund may enter into these swap transactions for hedging purposes or in an attempt to obtain a particular return when it is considered desirable to do so. A swap transaction involves an agreement between two parties to exchange different cash flows based on a specified or “notional” amount. The cash flows exchanged in a specific transaction may be, among other things, payments that are the equivalent of interest on a principal amount, payments that would compensate the purchaser for losses on a defaulted security or basket of securities, or payments reflecting the performance of one or more specified currencies, securities or indices.

If a Fund invests in total return swaps or other FDI with the same characteristics, the underlying asset or index may be comprised of equity or debt securities, Money Market Instruments or other eligible investments which are consistent with the investment objective and policies of a Fund as set out in the section “Investment Policies” of the Supplement for the relevant Fund. The counterparties to such transactions are typically banks, investment firms, broker-dealers, collective investment schemes or other financial institutions or intermediaries. The risk of the counterparty defaulting on its obligations under the total return swap and its effect on Shareholder returns are described in the section “INVESTMENT RISKS AND SPECIAL CONSIDERATIONS” under the heading “FDI Risk”.

It is not intended that the counterparties to total return swaps entered into by a Fund assume any discretion over the composition or management of the Fund’s investment portfolio or over the underlying of the FDI, or that the approval of the counterparty is required in relation to any portfolio transactions by the Fund.

In selecting securities for a Fund, the Investment Manager takes a value oriented approach and attempts to identify securities with the best income opportunities. The Investment Manager uses credit research to identify individual securities with strong fundamentals that are undervalued in the marketplace.

### *Repurchase/Reverse Repurchase Agreements*

A Fund may enter into repurchase/reverse repurchase agreements for the purposes of efficient portfolio management subject to the conditions and limits set out in the UCITS Rules.

A repurchase agreement, or sale-and-repurchase agreement, also known as a repo, is the sale of securities together with an agreement for the seller to buy back the securities at a later date. Under a repurchase agreement, a Fund sells securities to a counterparty with an agreement by the relevant Fund to repurchase the securities at the same price, plus interest, at a specified rate.

A reverse repurchase agreement, also known as a reverse repo, is the purchase of securities from a counterparty with an agreement for the purchaser to resell the securities at a later date to the counterparty. Under a reverse repurchase agreement, a Fund buys securities from a counterparty with an agreement by the relevant Fund to resell the securities at the same price, plus interest, at a specified rate. Security is held by the relevant Fund as collateral for the counterparty’s repurchase obligation.

For repurchase agreements, a Fund shall ensure that it is able at any time to recall any securities subject to the agreement or to terminate the repurchase agreement into which it has entered. In relation to reverse repurchase agreements, a Fund should ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. Fixed-term repurchase and reverse

repurchase agreements that do not exceed seven days shall be considered as arrangements on terms that allow the assets to be recalled at any time by the relevant Fund.

#### *Forward contracts*

A forward contract involves obligations of one party to purchase, and another party to sell, a specific amount of a currency (or a security or other financial instrument) at a future date, at a price established in the contract.

Forward contracts may be structured for cash settlement, rather than physical delivery. A Fund may enter into non-deliverable currency forward contracts, which are a particular type of cash-settled forward contract that may be used to gain exposure to a non-convertible or relatively thinly traded currency.

With respect to futures contracts or forward contracts that are contractually required to cash settle, a Fund will be permitted to set aside liquid assets in an amount equal to the Fund's daily marked-to-market net obligation (i.e., the Fund's daily net liability) under the contracts, if any, rather than such contracts' full notional value. In the case of futures contracts or forward contracts that are not contractually required to cash settle, the Fund will be obligated to set aside liquid assets equal to such contracts' full notional value (generally, the total numerical value of the asset underlying a future or forward contract at the time of valuation) during the period of time while the contract positions are open.

#### *Risk Management*

The Investment Manager operates a risk management process on behalf of the Funds ("Risk Management Process") in relation to the use of FDIs which allows it to accurately measure, monitor and manage the various risks associated with FDIs and other investments, and which is intended to ensure that the Funds' investments including FDI exposure remains within the limits described below. This Risk Management Process also takes into account any exposure created through FDIs embedded in investments held by the Funds.

The Risk Management Process is described in a statement, a copy of which has been filed with the Central Bank, and which will be updated from time to time to include any additional FDIs which the Investment Manager proposes to employ on behalf of the Funds. Until such time as the Risk Management Process has been updated, however, the Investment Manager will not use any FDI which is not for the time being included in the Risk Management Process.

#### *Class Currency Hedging*

The Company may also (but is not obliged to) enter into certain currency related transactions in order to hedge the currency exposure of the assets of a Fund attributable to a particular Class designated as a hedged Class into the relevant Class Currency for the purposes of efficient portfolio management. While not the intention, over-hedged or under-hedged positions may arise due to factors outside of the control of the Company. Each Fund may employ such techniques and instruments provided that the level of the currency exposure hedged does not exceed 105% of the Net Asset Value of a Class. Hedged positions will be kept under review to ensure that over-hedged positions do not exceed this level and that positions materially in excess of 100% of the Net Asset Value of a Class are not carried forward from month to month. Over-hedged positions will not be permitted to exceed 105% of the Net Asset Value of the Class. All over-hedged positions will be included in the calculation of a Fund's global exposure in accordance with the Central Bank UCITS Regulations. Under-hedged positions will not be permitted to fall short of 95% of the Net Asset Value of the Class which is to be hedged and the Investment Manager shall keep under review any under-hedged positions to ensure it is not carried forward from month to month. Otherwise, a Fund will not be leveraged as a result of the transactions entered into for the purposes of hedging.

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

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

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

Responsibility for any such hedging activity may be delegated by the Investment Manager as it sees fit

#### *Fund/Portfolio Currency Hedging*

Each Fund generally operates its investment portfolio in USD, which, unless otherwise disclosed in the relevant Supplement, shall constitute the Base Currency of the Funds. As long as a Fund holds securities or currencies denominated in a currency other than the denomination of the Base Currency of a Fund, the value of a Fund may be affected by the value of the local currency relative to the currency in which that Fund is denominated. The Company may use currency hedging techniques to remove the currency exposure against the Base Currency in order to limit currency exposure between the currencies of a Fund's investment portfolio and the Base Currency of a Fund; however, this may not be possible or practicable in all cases. As long as a Fund holds securities denominated in a currency other than the Base Currency of the Fund, the Fund's Net Asset Value will be affected by the value of the local currency relative to the Base Currency.

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## **INVESTMENT RESTRICTIONS**

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Each of the Fund's investments will be limited to investments permitted by the Regulations, as set out in Schedule II. If the Regulations are altered during the life of the Company, the investment restrictions may be changed to take account of any such alterations. Changes to the investment restrictions shall be implemented in accordance with the requirements of the Central Bank and may be subject to the prior approval of and/or notification to Shareholders. In addition, such changes will be included in the next succeeding annual or half-yearly report of the Company.

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## **BORROWING AND LENDING POWERS**

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The Company may borrow up to 10% of a Fund's Net Asset Value at any time for the account of any Fund and the Directors may instruct the Depositary to charge the assets of such Fund



as security for any such borrowing, provided that such borrowing is only for temporary purposes. Credit balances (for example, cash) may not be offset against borrowings when determining the percentage of borrowings outstanding. 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 Schedule II, the Company may not lend to, or act as guarantor on behalf of, third parties.

The Company may acquire currency by means of a back to back loan agreement(s). Currency obtained in this manner is not classified as borrowing for the purposes of Regulation 103(1) of the Regulations, provided that the offsetting deposit equals or exceeds the value of the currency loan outstanding.

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## USE OF INDICES/BENCHMARKS

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Investors should note the Funds are actively managed by the Investment Manager, meaning that the issuers and securities in which a Fund invests will not be selected by reference to an index, rather will be determined using the Investment Manager's "Investment Process" as described in each Supplement.

However, certain Funds may use indices as "comparator benchmarks" to compare the performance of the Fund against. Such "comparator benchmarks" are not used to constrain portfolio composition or as a target for the performance of the relevant Fund. Where a comparator benchmark is used, the relevant "comparator benchmark" will be identified in the key investor information documents for that Fund.

The Manager or the Investment Manager may at any time change such reference indices where, for reasons outside of its control, that reference index has been replaced, or another reference index or benchmark may reasonably be considered by the Manager or the Investment Manager to have become a more appropriate standard. Details and past performance of any comparator benchmarks which are used for the purposes outlined above will be included in the key investor information documents of the relevant Fund.

Separately, in circumstances where the Funds are using benchmarks in accordance with the Benchmarks Regulation, the Company is required to ensure that the benchmark is either provided by a benchmark administrator included in the register maintained by ESMA or is a benchmark which is included in the register maintained by ESMA. The Benchmarks Regulation contains transitional provisions allowing existing benchmark administrators a period of time to apply for authorisation or registration under the Benchmarks Regulation. During that period of time, the Funds are permitted to use such benchmarks in accordance with the Benchmarks Regulation.

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## INVESTMENT RISKS AND SPECIAL CONSIDERATIONS

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### General

The risks described in this Prospectus should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in a Fund. Potential investors should be aware that an investment in a Fund may be exposed to other risks of an exceptional nature from time to time. There can be no assurance that a Fund will achieve its investment objective and there is potential for an investor to lose some or all of its investment in a Fund.

Different risks may apply to different Funds and/or Classes. Prospective investors should review this Prospectus carefully and in its entirety on its own. An investment in a Fund may be deemed speculative and is not intended as a complete investment program. A subscription for Shares should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in a Fund. Investors should review closely the investment objectives and investment strategies to be utilised by the relevant Fund as outlined herein and in the relevant Supplement to familiarise themselves with the risk associated with an investment in a Fund and consult with their Professional Advisors before making an application for Shares. There is potential for an investor to lose some of all of its investment in a Fund.

The securities and instruments in which each Fund invests are subject to normal market fluctuations and other risks inherent in investing in such investments and there can be no assurance that any appreciation in value will occur.

In addition, the Company or the Manager will, on request, provide supplementary information to Shareholders relating to the risk management methods employed including the quantitative limits that are applied and recent developments in the risk and yield characteristics of the main categories of investments applicable to the relevant Fund.

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## INVESTMENT RISKS APPLICABLE TO EACH FUND

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The Investment Manager considers that the investment risks more fully detailed below may be potentially relevant to an investment in the Company and each Fund. Risks of specific and significant relevance for individual Funds are highlighted in the Key Investor Information Documents pertaining to such Fund.

### **Limited Operating History Risk**

The past investment performance of the Investment Manager cannot be construed as an indication of the future results of an investment in a Fund and its Shares. Although persons involved in the management of a Fund have had long experience in their respective fields of specialisation, a Fund may have limited or no operating or performing history upon which prospective investors can evaluate the Fund's likely performance. Investors should be aware that the past performance by those involved in the investment management of the Fund should not be considered as an indication of future results.

### **Segregated Liability Risk**

The Company is an umbrella company with segregated liability between its Funds. As a result, as a matter of Irish law, any liability attributable to a particular Fund may only be discharged out of the assets of that Fund and the assets of other Funds may not be used to satisfy the liability of that Fund. These provisions are binding both on creditors and in any insolvency but do not prevent the application of any enactment or rule of law which would require the application of the assets of one Fund to discharge some or all liabilities of another Fund, for example, on the grounds of fraud or misrepresentation. In addition, whilst these provisions are binding in an Irish court which would be the primary venue for an action to enforce a debt against the Company, these provisions have not been tested in other jurisdictions, and there remains a possibility that a creditor might seek to attach or seize assets of one Fund in satisfaction of an obligation owed in relation to another Fund in a jurisdiction which may not recognise the principle of segregation of liability between sub-funds of an umbrella fund.

## **Depository Risk**

Each market may have different clearance and settlement procedures which may make it difficult to conduct securities transactions. A Fund may invest in certain markets in different parts of the world where depository, custody and/or settlement systems do not recognise legal structures established in other jurisdictions and/or such systems are not fully developed. The assets of a Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Depository may have no liability, in which case the custodial risk will be borne by the Fund.

## **Indemnity Risk**

Under certain circumstances, a Fund might be subject to significant indemnification obligations arising out of its contracts with service providers (e.g. the Manager, the Investment Manager, the Distributors, the Depository and the Administrator). The Company will not carry any insurance to cover such potential obligations (other than in respect of the Directors and its officers) and, to the Manager's knowledge, none of the foregoing parties will be insured for losses for which the Fund has agreed to indemnify them. Any monies paid by a Fund in order to satisfy an indemnification would reduce the Net Asset Value of that Fund and, by extension, the value of the Shares.

## **FATCA Risk**

Pursuant to FATCA, the Company (or each Fund) is required to comply with reporting and withholding requirements designed to inform the U.S. Department of the Treasury of U.S.-owned foreign investment accounts. Failure to comply (or be deemed compliant) with these requirements will subject the Company (or each Fund) to U.S. withholding taxes on certain U.S.-source income. Pursuant to an intergovernmental agreement between the U.S. and Ireland, the Company (or each Fund) may be deemed compliant, and therefore not subject to the withholding tax, if it identifies and reports information about U.S. accountholders directly to the Irish tax authorities. Shareholders may be requested to provide additional information to the Company to enable the Company (or each Fund) to satisfy these obligations. Failure to provide requested information or (if applicable) satisfy its own FATCA obligations may subject a Shareholder to liability for any resulting U.S. withholding taxes, U.S. tax information reporting and/or mandatory redemption, transfer or other termination of the Shareholder's interest in its Shares. The administrative cost of compliance with FATCA may cause the operating expenses of the Company (or each Fund) to increase, thereby reducing returns to investors. FATCA may also require the Company (or each Fund) to provide to the Irish tax authorities (for exchange with the U.S. Internal Revenue Service) private and confidential information relating to certain investors. See section headed "FATCA".

## **CRS OECD Risk**

Drawing extensively on the intergovernmental approach to implementing FATCA, the OECD developed CRS to address the issue of offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with other participating tax authorities in which the investors of the reporting financial institution are tax resident on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in 2017. Ireland has implemented the CRS. As a result, the Company is required to comply with the CRS due diligence and reporting requirements, as adopted by Ireland. Investors may be required to provide additional information to the Company to enable the Company to satisfy

its obligations under the CRS. Accordingly, there is a risk that failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory termination of its interest in the Company.

### **Collateral Management Risk**

In seeking to reduce credit risk through the posting or receiving of collateral in OTC transactions and repurchase/reverse repurchase agreements, the management of the collateral posted/received will be subject to liquidity and counterparty risks associated with the relevant collateral instruments. Collateral is also subject to other types of risks as set out below:

Operational risks: including that the valuation of the underlying instrument for which it is posted is inaccurate due to inadequate or failed internal processes, people or systems which may cause the relevant Fund to have an incorrect level of margin posted or received.

Legal risks: including risks associated with contracts and change of regulations in the relevant jurisdiction, etc. as well as the risk that collateral provided in cross-border transactions could result in conflicts of law preventing the Fund from recovering collateral lost or from enforcing its rights in relation to collateral received.

Custody risk: collateral received by the Funds on a title transfer basis will be safekept by the Depository or by a third party depository subject to prudential regulation and will be subject to custody risks associated with those entities. Collateral pledged by the Funds will continue to be safekept by the Depository.

Reinvestment of Cash Collateral: cash collateral that is reinvested may realize a loss, which would reduce the value of the collateral and result in the relevant Fund being less protected if there is a counterparty default.

While commercially reasonable efforts are utilized to ensure that collateral management is effective, such risks cannot be eliminated.

### **Change of Law Risk**

The Company must comply with regulatory constraints, such as a change in the laws affecting the applicable investment restrictions, which might require a change in the investment policies and objectives followed by a Fund.

### **Suspension Risk**

Investors are reminded that, in certain exceptional circumstances, their right to purchase and sell Shares may be suspended (see the section "DETERMINATION OF NET ASSET VALUE: Temporary Suspension of Valuation of the Shares and of Sales and Redemptions").

### **Reliance on Management Risk**

Investment decisions will be made for each Fund by the Investment Manager. The success of a Fund will depend on the ability of the Investment Manager to identify suitable investments and to dispose of such investments at a profit. The strategies used and investments selected by the Investment Manager may fail to produce the intended result and a Fund may not achieve its investment objective. Also, the investments selected for a Fund may not perform as well as other investments that were not selected for a Fund. As a result, a Fund may suffer losses or underperform in comparison to other funds employing the same investment objective or strategies, even in a rising market.

There can also be no assurance that all of the personnel of the Investment Manager will continue to be associated with the Investment Manager for any length of time. The loss of the services of one or more employees of the Investment Manager could have an adverse impact on a Fund's ability to realise its investment objectives.

### **Repurchase/Reverse Repurchase Agreement Risk**

Repurchase and reverse repurchase agreements are subject to counterparty risk. In the case of a repurchase agreement, the counterparty may fail to repurchase its securities which may cause the relevant Fund to suffer delays and incur costs in exercising its rights under the agreement. In addition, if the securities held by the Fund (as collateral for the repurchase agreement) go down in market value, this may cause a loss to the Fund.

In the case of a reverse repurchase agreement, the counterparty may fail to return the securities sold to the counterparty by the relevant Fund which may cause the Fund to lose money if it is unable to recover the securities and the value of the collateral held (including if the value of the investments made with cash collateral is less than the value of the securities).

### **Securities Lending Risk**

Where a Fund enters into securities lending arrangements for efficient portfolio management purposes there are risks in the exposure to market movements if recourse has to be had to collateral, or if there is fraud or negligence on the part of the Depositary, the Manager, the Investment Manager or the lending agent. In addition there is an operational risk associated with marking to market daily valuations and there are the potential stability risks of providers of collateral. The principal risk in such securities lending arrangements is the insolvency of the borrower. In the event of bankruptcy or other default of a borrower of portfolio securities, a Fund could experience both delays in liquidating the loan collateral or recovering the loaned securities and losses including (a) possible decline in the value of the collateral or in the value of the securities loaned during the period which the relevant Fund seeks to enforce its rights thereto, (b) possible sub-normal levels of income and lack of access to income during this period, and (c) expenses of enforcing its rights. In an effort to reduce these risks, the Investment Manager will monitor the creditworthiness of the firms to which a Fund lends securities. Although not a principal investment strategy, a Fund may engage in securities lending to a significant extent (as further described in Schedule IV: "Efficient Portfolio Management Techniques and Instruments").

### **Tax Risk**

Each of the Funds may invest in securities that produce income or capital gains that are subject to withholding and other taxes in respect of income or gains derived from its investments in underlying investee countries. Shareholders and potential investors are advised to consult their Professional Advisors concerning possible taxation or other consequences of subscribing, holding, selling, converting or otherwise disposing of Shares in the Funds under the laws of jurisdictions in which they may be subject to taxes. Taxation law and practice and the levels and bases of and reliefs from taxation relating to the Funds and to its investors may change from time to time. In addition, developing or emerging countries typically have less well defined tax laws and procedures and such laws may permit retroactive taxation so that a Fund could in the future become subject to local tax liabilities it could not have reasonably anticipated in conducting its investment activities or valuing its interests. A summary of some of the Irish tax consequences applicable to the Funds is set out in the section "TAXATION". However, Shareholders and potential investors should note that the information contained in that section does not purport to deal with all of the tax consequences applicable to the Funds or all categories of investors, some of whom may be subject to special rules.

## **OECD BEPS**

In 2013 the OECD published its report on Addressing Base Erosion and Profit Shifting (“BEPS”) and its Action Plan on BEPS. The aim of the report and Action Plan was to address and reduce aggressive international tax planning. On 5 October 2015, the OECD published its final reports, analyses and sets of recommendations (deliverables) with a view to implementing internationally agreed and binding rules which could result in material changes to relevant tax legislation of participating OECD countries. The final package of deliverables was subsequently approved by the G20 Finance Ministers on 8 October 2015. In order to implement the tax treaty-related BEPS recommendations in an efficient manner, the OECD introduced the multilateral instrument which amends the tax treaties of participating jurisdictions without the need to bilaterally negotiate each tax treaty. The multilateral instrument entered into force on 1 July 2018. The multilateral instrument will then enter into effect for a specific tax treaty at certain times after all parties to that treaty have ratified the multilateral instrument. The final actions to be implemented in the tax legislation of the countries in which the Company will have investments, in the countries where the Company is domiciled or resident, or changes in tax treaties negotiated by these countries, could adversely affect the returns from the Company. BEPS remains an ongoing project.

## **DAC 6**

Council Directive (EU) 2018/822 and the corresponding implementing regulations in the U.K. (“DAC 6”) impose mandatory disclosure requirements on intermediaries and taxpayers in respect of reportable cross-border tax planning arrangements involving an EU Member State or the U.K. (in short, transactions that meet one of the hallmarks set out in the legislation) that have been implemented as from 25 June 2018. DAC 6 is an EU directive (and following Brexit, a U.K. law) which aims to: (i) increase transparency on transactions that cross EU or U.K. borders, (ii) reduce the scope for harmful tax competition within the EU or the U.K. and (iii) deter taxpayers from entering into a particular scheme if it has to be disclosed. The scope of DAC 6 is very wide-reaching (in an EU context) and, while some of the hallmarks target arrangements that provide a tax advantage as the main benefit, there are other hallmarks not linked to this main benefit test, meaning that there may not be a safe harbour for common commercial arrangements.

The Company is based in the EU and could therefore be legally obliged to file information in respect of arrangements involving the Company’s investments with tax authorities within the EU or the U.K. As long as any intermediary complies with its reporting requirements, DAC 6 is not expected to have a material impact on the Company or its investments. However, DAC 6 disclosures may subsequently inform future tax policy across the EU or the U.K. Following Brexit, the U.K. government has announced an intention to transition from DAC6 to mandatory disclosure requirements that meet OECD standards of transparency rather than EU standards. Further details are expected in 2022.

## **Share Currency Designation Risk**

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

## **Fixed Income Securities Risk**

A Fund may be subject to the general risks and considerations associated with investing in debt securities, including the risk that issuers will fail to make timely payments of principal or interest. Typically, shorter-term bonds are less volatile than longer-term bonds; however, longer-term bonds typically offer higher yields and more stable interest income than shorter-

term bonds. In addition to the risks described below, these risks include call risk (the risk that the issuer might call or redeem a bond before maturity), extension risk (the risk that rising interest rates may cause payments to occur at a slower-than-expected rate, reducing the value of a bond), and prepayment risk (the risk that declining interest rates may cause obligations to be paid off early, causing a Fund to reinvest the prepayment proceeds in lower yielding securities). These risks apply to varying degrees to the specific types of fixed income instruments in which each Fund may invest. For example, mortgage-backed and other asset-backed securities may be more sensitive to credit risk, Inflation-Linked Investments may be more sensitive to interest rate risk, and convertible securities may be more sensitive to liquidity risk.

### **Credit Risk**

The value of a debt security may decline based on adverse conditions of the relevant issuer, such as management performance, financial difficulties, or reduced demand for the goods and services provided by the relevant issuer. As a result, the issuer of a debt security owned by a Fund may fail to make timely payments of principal or interest, or may default on such payments. If an issuer becomes less creditworthy or is perceived to become less creditworthy, a debt security may decline in value, even when interest rates are falling. This risk is greatest for High Yield Debt Securities, particularly those of emerging market issuers, which have lower credit ratings. Debt securities of emerging market issuers generally are subject to greater credit risk than debt securities of U.S. issuers.

### **FDI Risk**

FDIs can increase a Fund's volatility and/or reduce its returns. Gains or losses involving FDI instruments may be substantial, because a relatively small price movement in the underlying security(ies), instrument, currency or index may result in a substantial gain or loss. FDI's will typically increase exposure to the principal risks to which a Fund is otherwise exposed. A Fund may invest in any type of FDIs.

The risks associated with FDIs may be different from and greater than the risks associated with directly investing in securities and other investments. FDIs are subject to risks such as liquidity risk, leveraging risk, interest rate risk, market risk, counterparty risk, settlement risk, legal risk and credit risk. FDIs also involve the risk of mispricing or improper valuation and the risk that changes in the value of the FDI may not correlate perfectly with the value of the underlying asset, rate, or index. A loss may arise, for example, from adverse market movements, a lack of correlation between changes in the value of these FDI instruments and a Fund's assets being hedged, the potential illiquidity of the markets for FDI instruments, the risk that the counterparty to an OTC contract, such as a forward contract, will fail to perform its obligations, or the risks arising from margin requirements and related leverage factors associated with such transactions. Because FDIs may involve a small amount of cash relative to the total amount of the transaction, the magnitude of losses from FDIs may be greater than the amount originally invested by a Fund. In addition, a Fund will be required to segregate permissible liquid assets to cover a Fund's obligations under these transactions and may have to liquidate positions before it is desirable to do so to fulfil its requirements to segregate.

Counterparty credit risk is the risk that a counterparty to the FDI becomes bankrupt, insolvent, enters administration, liquidates or otherwise fails to perform its obligations due to financial difficulties, and a Fund may obtain no recovery of its investment or may only obtain a limited recovery, and any recovery may be delayed.

There is no assurance that a Fund will be able to employ its FDI strategy successfully. Whether a Fund's use of FDIs is successful will depend on, among other things, the Investment Manager's ability to correctly forecast market movements, company and industry valuation levels and trends, changes in exchange and interest rates, and other factors. If the Investment

Manager incorrectly forecasts these and other factors, a Fund's performance could suffer. Although hedging and other risk management measures may reduce or eliminate losses, they also may reduce or eliminate gains.

### **High Portfolio Turnover Risk**

High portfolio turnover may result in increased brokerage fees or other transaction costs. These costs are not reflected in a Fund's annual operating expenses, but they can reduce a Fund's investment performance.

### **Liquidity Risk**

There may be few available buyers or sellers for a security, preventing a Fund from transacting in a timely manner or at an advantageous price, and subjecting the security to greater price fluctuations. These securities may be more difficult to sell, particularly in times of market turmoil, and may be more difficult to value. If a Fund is forced to sell an illiquid security to fund redemptions or other cash needs, a Fund may be forced to sell the security at a loss. A Fund may experience heightened redemptions during periods of market turmoil. These risks are greater for a Fund's high yield investments because the high yield market generally is less liquid than the investment grade market.

As set out in the Supplement for the relevant Fund, a Fund may invest a substantial portion of its assets in emerging market debt securities and related FDIs. These investments, along with the other foreign debt securities and FDIs in which these Funds may invest, are considerably less liquid than comparable instruments traded in the U.S. Securities and FDIs with reduced liquidity involve greater risk than those with more liquid markets. Such instruments also may be more difficult to value and the Funds may have difficulty selling them at desirable prices or times. The prices of foreign debt securities also may be adversely affected by supply-demand imbalances caused by conditions within the relevant market or in other markets that otherwise have an impact on the value of those securities. The frequency and magnitude of such changes cannot be predicted.

### **Interest Rate Risk**

A rise in prevailing interest rates generally will cause the price of a fixed rate debt security to fall. Generally, the longer the maturity of a security or weighted average maturity of a Fund, the more sensitive its price is to a rise in interest rates. The interest rates on certain debt securities in which a Fund invests may adjust periodically and may not correlate to prevailing interest rates during the periods between rate adjustments.

### **Senior Loan Risk**

A Fund's investments in floating or adjustable rate senior loans are subject to increased credit and liquidity risks. Senior loan prices also may be adversely affected by supply-demand imbalances caused by conditions in the senior loan market or related markets. Below investment grade senior loans, like High Yield Debt Securities, or junk bonds, usually are more credit than interest rate sensitive, although the value of these instruments may be affected by interest rate swings in the overall fixed income market.

### **Market Risk**

A Fund's investments in securities issued or guaranteed by non-U.S. governmental entities, non-U.S. corporate entities, and U.S. entities with economic ties to non-U.S. markets generally involve special risks that can increase the likelihood that a Fund will lose money. For example, as compared with issuers or guarantors organized and operated in the U.S., these entities may be more vulnerable to economic, political, and social volatility and subject to less



government supervision, lack of transparency, inadequate regulatory and accounting standards, and non-U.S. taxes. In addition, these securities may be subject to inadequate exchange control regulations, higher transaction and other costs, reduced liquidity, and delays in settlement to the extent they are traded on non-U.S. exchanges or markets. Non-U.S. securities also may be subject to thin trading volumes and reduced liquidity, which may lead to greater price fluctuations. These and other factors can materially adversely affect the prices of non-U.S. securities held by a Fund, impair a Fund's ability to buy or sell securities at its desired price or time, or otherwise adversely affect a Fund's operations. Emerging market securities generally are more volatile than other non-U.S. securities, and are subject to greater liquidity, regulatory, and political risks.

### **High Yield Debt Securities Risk**

The High Yield Debt Securities in which a Fund may invest involve greater risks than higher-rated bonds and are considered speculative with respect to the issuer's continuing ability to make principal and interest payments. First, there is a greater risk that the bond's issuer will not make interest or principal payments when due. Some issuers or guarantors may default as to principal and/or interest payments after a Fund purchases their securities. Second, the market for High Yield Debt Securities generally is less liquid than the market for higher-rated securities. Third, during periods of uncertainty or market turmoil, prices of High Yield Debt Securities generally decline. Many convertible securities are considered high yield and are subject to increased credit and liquidity risks. These risks may result in losses to a Fund. The Short Duration Income Fund typically invests a greater percentage of its assets in High Yield Debt Securities and lower rated commercial mortgage-backed securities than other funds that invest in short duration fixed income securities. To the extent that the Short Duration Income Fund invests in this manner, it will be subject to a greater amount of credit risk, including the risk of default, as compared to other short-term bond funds.

### **Redemption Risk**

A Fund may need to sell its holdings in order to meet Shareholder redemption requests. A Fund could experience a loss when selling securities to meet redemption requests if the redemption requests are unusually large or frequent or occur in times of overall market turmoil or declining prices for the securities sold, or when the securities a Fund wishes to or is required to sell are illiquid.

### **Credit and Counterparty Risk**

This is the risk that the issuer or guarantor of a fixed-income security, the counterparty to an OTC derivatives contract (see "Hedging, FDIs and Other Strategic Transactions Risk"), a counterparty to a repurchase agreement, or a borrower of a Fund's securities will be unable or unwilling to make timely principal, interest, or settlement payments, or to otherwise honor its obligations. Credit risk associated with investments in fixed-income securities relates to the ability of the issuer to make scheduled payments of principal and interest on an obligation. A Fund that invests in fixed-income securities is subject to varying degrees of risk that the issuers of the securities will have their credit ratings downgraded or will default, potentially reducing the Fund's share price and income level. Nearly all fixed-income securities are subject to some credit risk, which may vary depending upon whether the issuers of the securities are corporations, U.S. or non-U.S. governments, or their subdivisions or instrumentalities. U.S. government securities are subject to varying degrees of credit risk depending upon whether the securities are supported by the full faith and credit of the United States; supported by the ability to borrow from the U.S. Treasury; supported only by the credit of the issuing U.S. government agency, instrumentality, or corporation; or otherwise supported by the United States. For example, issuers of many types of U.S. government securities (e.g., the Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage

Association (Fannie Mae), and Federal Home Loan Banks), although chartered or sponsored by the United States Congress, are not funded by congressional appropriations, and their fixed-income securities, including asset-backed and mortgage-backed securities, are neither guaranteed nor insured by the U.S. government. An agency of the U.S. government has placed Fannie Mae and Freddie Mac into conservatorship, a statutory process with the objective of returning the entities to normal business operations. It is unclear what effect this conservatorship will have on the securities issued or guaranteed by Fannie Mae or Freddie Mac. As a result, these securities are subject to more credit risk than U.S. government securities that are supported by the full faith and credit of the United States (e.g., U.S. Treasury bonds). When a fixed-income security is not rated, the Investment Manager may have to assess the risk of the security itself. Asset-backed securities, whose principal and interest payments are supported by pools of other assets, such as credit card receivables and automobile loans, are subject to further risks, including the risk that the obligors of the underlying assets default on payment of those assets.

Funds that invest in below-investment-grade debt securities, also called junk bonds (e.g., fixed-income securities rated Ba or lower by Moody's or BB or lower by S&P or Fitch Ratings) or determined by the Investment Manager to be of comparable quality to securities so rated, are subject to increased credit risk. The sovereign debt of many non-U.S. governments, including their subdivisions and instrumentalities, falls into this category.

Below-investment-grade securities offer the potential for higher investment returns than higher rated securities, but they carry greater credit risk. Their issuers' continuing ability to meet principal and interest payments is considered speculative, they are more susceptible to real or perceived adverse economic and competitive industry conditions, and they may be less liquid than higher-rated securities.

In addition, a Fund is exposed to credit risk to the extent that it makes use of OTC derivatives (such as forward currency contracts and/ or swap contracts) and engages to a significant extent in the lending of fund securities or the use of repurchase agreements. OTC derivatives transactions can be closed out with the other party to the transaction. If the counterparty defaults, a Fund will have contractual remedies, but there is no assurance that the counterparty will be able to meet its contractual obligations or that, in the event of default, a Fund will succeed in enforcing them. A Fund, therefore, assumes the risk that it may be unable to obtain payments owed to it under the relevant contract or that those payments may be delayed or made only after the Fund has incurred the costs of litigation. While the Investment Manager intends to monitor the creditworthiness of contract counterparties, there can be no assurance that the counterparty will be in a position to meet its obligations, especially during unusually adverse market conditions.

### **Hedging, FDIs, and Other Strategic Transactions Risk**

The ability of a Fund to utilise hedging, FDIs, and other strategic transactions successfully will depend in part on the Investment Manager's ability to predict pertinent market movements and market risk, counterparty risk, credit risk, interest-rate risk, and other risk factors, none of which can be assured. The skills required to successfully utilise hedging and other strategic transactions are different from those needed to select a Fund's securities. Even if the Investment Manager only uses hedging and other strategic transactions in a Fund primarily for hedging purposes or to gain exposure to a particular securities market, if the transaction is not successful, it could result in a significant loss to a Fund. The amount of loss could be more than the principal amount invested. These transactions may also increase the volatility of a Fund and may involve a small investment of cash relative to the magnitude of the risks assumed, thereby magnifying the impact of any resulting gain or loss. For example, the potential loss from the use of futures can exceed a Fund's initial investment in such contracts. In addition, these transactions could result in a loss to a fund if the counterparty to the

transaction does not perform as promised. The Investment Manager may delegate responsibility for carrying out such transactions in accordance with the requirements of the Central Bank.

A Fund may invest in FDIs, which are financial contracts with a value that depends on, or is derived from, the value of underlying assets, reference rates, or indexes. FDIs may relate to stocks, bonds, interest rates, currencies, or currency exchange rates, and related indexes. A Fund may use derivatives for many purposes, including for hedging, and as a substitute for direct investment in securities or other assets. FDIs may be used in a way to efficiently adjust the exposure of a Fund to various securities, markets, and currencies without a Fund actually having to sell existing investments and make new investments. This generally will be done when the adjustment is expected to be relatively temporary or in anticipation of effecting the sale of a Fund's assets and making new investments over time. Further, since many derivatives have a leverage component, adverse changes in the value or level of the underlying asset, reference rate, or index can result in a loss substantially greater than the amount invested in the FDI itself. Certain FDIs have the potential for unlimited loss, regardless of the size of the initial investment. When a Fund uses FDIs for leverage, investments in that Fund will tend to be more volatile, resulting in larger gains or losses in response to market changes. To limit leverage risk, a Fund may segregate assets determined to be liquid or, as permitted by applicable regulation, enter into certain offsetting positions to cover its obligations under FDIs.

The use of FDIs may involve risks different from, or potentially greater than, the risks associated with investing directly in securities and other, more traditional assets. In particular, the use of OTC derivative instruments exposes a Fund to the risk that the counterparty to an OTC derivatives contract will be unable or unwilling to make timely settlement payments or otherwise honor its obligations. OTC derivatives transactions typically can only be closed out with the other party to the transaction, although either party may engage in an offsetting transaction that puts that party in the same economic position as if it had closed out the transaction with the counterparty or may obtain the other party's consent to assign the transaction to a third party. If the counterparty defaults, the relevant Fund will have contractual remedies, but there is no assurance that the counterparty will meet its contractual obligations or that, in the event of default, the relevant Fund will succeed in enforcing them. For example, because the contract for each OTC derivatives transaction is individually negotiated with a specific counterparty, a Fund is subject to the risk that a counterparty may interpret contractual terms (e.g., the definition of default) differently than a Fund when that Fund seeks to enforce its contractual rights. If that occurs, the cost and unpredictability of the legal proceedings required for a Fund to enforce its contractual rights may lead it to decide not to pursue its claims against the counterparty. A Fund, therefore, assumes the risk that it may be unable to obtain payments owed to it under OTC derivatives contracts or that those payments may be delayed or made only after the relevant Fund has incurred the costs of litigation. While the Investment Manager intends to monitor the creditworthiness of counterparties, there can be no assurance that a counterparty will meet its obligations, especially during unusually adverse market conditions. To the extent a Fund contracts with a limited number of counterparties, that Fund's risk will be concentrated and events that affect the creditworthiness of any of those counterparties may have a pronounced effect on the relevant Fund. FDIs also are subject to a number of other risks, including market risk and liquidity risk. Since the value of FDIs is calculated and derived from the value of other assets, instruments, or references, there is a risk that they will be improperly valued as a result of movements in the value of the underlying asset referenced by the FDIs. FDIs also involve the risk that changes in their value may not correlate perfectly with the assets, rates, or indexes they are designed to hedge or closely track. Suitable FDI transactions may not be available in all circumstances. The relevant Fund is also subject to the risk that the counterparty closes out the FDI transactions upon the occurrence of certain triggering events. In addition, the Investment Manager may determine not to use derivatives to hedge or otherwise reduce risk exposure. The use of FDI techniques

may not always be an effective means of, and sometimes could be counter-productive to achieving a Fund's investment objective and implementing its investment policies.

The following is a list of certain FDIs and other strategic transactions in which the Funds anticipate potentially investing and the main risks associated with each of them:

*Credit Default Swaps.* Counterparty risk, liquidity risk (*i.e.*, the inability to enter into closing transactions), interest-rate risk, risk of default of the underlying reference obligation and risk of disproportionate loss are the principal risks of engaging in transactions involving credit default swaps.

*Currency Forward Contracts.* Counterparty risk, liquidity risk (*i.e.*, the inability to enter into closing transactions), currency risk and risk of disproportionate loss are the principal risks of engaging in transactions involving currency forward contracts.

*Futures Contracts.* Counterparty risk, liquidity risk (*i.e.*, the inability to enter into closing transactions) and risk of disproportionate loss are the principal risks of engaging in transactions involving futures contracts.

*Interest-Rate Swaps.* Counterparty risk, liquidity risk (*i.e.*, the inability to enter into closing transactions), interest-rate risk, and risk of disproportionate loss are the principal risks of engaging in transactions involving interest-rate swaps.

*Options.* Counterparty risk, liquidity risk (*i.e.*, the inability to enter into closing transactions) and risk of disproportionate loss are the principal risks of engaging in transactions involving options. Counterparty risk does not apply to exchange-traded options.

*Swaps.* Counterparty risk, liquidity risk (*i.e.*, the inability to enter into closing transactions) interest-rate risk, settlement risk, risk of default of the underlying reference obligation, and risk of disproportionate loss are the principal risks of engaging in transactions involving swaps.

*Warrants and Rights.* A Fund may purchase warrants and rights. Warrants and rights do not carry with them the right to dividends or voting rights with respect to the securities that they entitle the holder to purchase and they do not represent any rights in the assets of the issuer. As a result, warrants and rights may be considered more speculative than certain other types of equity-like securities. In addition, the values of warrants and rights do not necessarily change with the values of the underlying securities and these instruments cease to have value if they are not exercised prior to their expiration dates.

### **Convertible Securities Risk**

The market value of a convertible security is a function of its "investment value" and its "conversion value." A security's "investment value" represents the value of the security without its conversion feature (*i.e.*, a non-convertible fixed income security). The investment value may be determined by reference to its credit quality and the current value of its yield to maturity or probable call date. At any given time, investment value is dependent upon such factors as the general level of interest rates, the yield of similar non-convertible securities, the financial strength of the issuer, and the seniority of the security in the issuer's capital structure. A security's "conversion value" is determined by multiplying the number of shares the holder is entitled to receive upon conversion or exchange by the current price of the underlying security. If the conversion value of a convertible security is significantly below its investment value, the convertible security will trade like non-convertible debt or preferred stock and its market value will not be influenced greatly by fluctuations in the market price of the underlying security. In that circumstance, the convertible security takes on the characteristics of a bond, and its price moves in the opposite direction from interest rates. Conversely, if the conversion value of a convertible security is near or above its investment value, the market value of the convertible

security will be more heavily influenced by fluctuations in the market price of the underlying security. In that case, the convertible security's price may be as volatile as that of common stock. Because both interest rates and market movements can influence its value, a convertible security generally is not as sensitive to interest rates as a similar fixed income security, nor is it as sensitive to changes in share price as its underlying equity security. Convertible securities are often rated below investment grade or are not rated, and they are generally subject to a high degree of credit risk.

Although all markets are prone to change over time, the generally high rate at which convertible securities are retired (through mandatory or scheduled conversions by issuers or through voluntary redemptions by holders) and replaced with newly issued convertibles may cause the convertible securities market to change more rapidly than other markets. For example, a concentration of available convertible securities in a few economic sectors could elevate the sensitivity of the convertible securities market to the volatility of the equity markets and to the specific risks of those sectors. Moreover, convertible securities with innovative structures, such as mandatory-conversion securities and equity-linked securities, have increased the sensitivity of the convertible securities market to the volatility of the equity markets and to the special risks of those innovations, which may include risks different from, and possibly greater than, those associated with traditional convertible securities. A convertible security may be subject to redemption at the option of the issuer at a price set in the governing instrument of the convertible security. If a convertible security held by a Fund is subject to such redemption option and is called for redemption, the relevant Fund must allow the issuer to redeem the security, convert it into the underlying common stock, or sell the security to a third party.

As a result of the conversion feature, convertible securities typically offer lower interest rates than if the securities were not convertible. During periods of rising interest rates, it is possible that the potential for capital gain on convertible securities may be less than that of a common stock equivalent if the yield on the convertible security is at a level that would cause it to sell at discount.

In the absence of adequate anti-dilution provisions in a convertible security, dilution in the value of a Fund's holding may occur in the event the underlying stock is subdivided, additional securities are issued, a stock dividend is declared, or the issuer enters into another type of corporate transaction which increases its outstanding securities.

The value of a synthetic convertible instrument will respond differently to market fluctuations than a traditional convertible bond or convertible preferred security because a synthetic convertible instrument is composed of two or more separate securities, each with its own market value. In addition, if the value of the underlying common stock or the level of the index involved in the convertible component falls below the exercise price of the warrant or option, the warrant or option may lose all value. These factors may cause a Fund to perform poorly compared to other funds, including funds that invest exclusively in fixed income securities.

### **Currency Risk**

Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by supply and demand in the exchange markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates also can be affected unpredictably by intervention (or failure to intervene) by governments or central banks, or by currency controls or political developments. A Fund's use of currency-related transactions involves the risk that the Investment Manager will not accurately predict currency movements, and a Fund's returns could be reduced as a result. For example, investments in non-U.S. currencies are subject to the risk that those currencies will decline in value relative to the U.S. dollar, or, in the case of

hedged positions, that the U.S. dollar will decline relative to the currency being hedged. If the Investment Manager is not accurate in its predictions of currency movements, a Fund will lose money, in addition to a Fund's incurring transaction costs. Also, it may be difficult or impractical to hedge currency risk in many developing or emerging countries. The risks associated with exposure to emerging market currencies may be heightened in comparison to those associated with exposure to developed market currencies. Performance may be strongly influenced by movements in currency exchange rates because currency positions held by a Fund may not correspond with the securities held. In the case of unhedged Class Currencies, a currency conversion will take place on subscription, redemption, switching and payments of dividends at prevailing exchange rates. Accordingly, the value of the Shares expressed in the Class Currency will be subject to exchange rate risk in relation to the Base Currency of the relevant Fund.

### **Convertible and Other Equity Related Securities Risk**

Convertible securities are subject to the risks affecting both equity and fixed income securities, including market, credit, liquidity, and interest rate risk. Convertible securities generally offer lower interest or dividend yields than non-convertible securities of similar quality and less potential for gains or capital appreciation in a rising stock market than equity securities. They tend to be more volatile than other fixed income securities, and the markets for convertible securities may be less liquid than markets for common stocks or bonds. Many convertible securities have below investment grade credit ratings and are subject to increased credit and liquidity risks. Synthetic convertible securities and convertible structured notes may present a greater degree of market risk, and may be more volatile, less liquid and more difficult to price accurately than less complex securities. These factors may cause a Fund to perform poorly compared to other funds, including funds that invest exclusively in fixed income securities.

### **U.S. Government Securities Risk**

A Fund may invest in securities issued or guaranteed by the U.S. government or its agencies and instrumentalities (such as Ginnie Mae, Fannie Mae or Freddie Mac securities). Securities issued or guaranteed by Ginnie Mae, Fannie Mae or Freddie Mac are not issued directly by the U.S. government. Ginnie Mae is a wholly-owned U.S. corporation that is authorised to guarantee, with the full faith and credit of the U.S. government, the timely payment of principal and interest of its securities. By contrast, securities issued or guaranteed by U.S. government-related organisations such as Fannie Mae and Freddie Mac are not backed by the full faith and credit of the U.S. government. No assurance can be given that the U.S. government would provide financial support to its agencies and instrumentalities if not required to do so by law.

### **Mortgage-Related and Other Asset-Backed Securities Risk**

Mortgage-related securities are interests in pools of residential or commercial mortgage loans, including mortgage loans made by savings and loan institutions, mortgage bankers, commercial banks, and others. Pools of mortgage loans are assembled as securities for sale to investors by various government, government-related, and private organizations.

Mortgage-related securities may include the following:

- mortgage "pass through" securities where the principal and interest payments made by the borrower on the underlying mortgages are passed through to investors;
- collateralised mortgage obligations ("CMOs") which are debt obligations collateralised by residential or commercial mortgage loans or residential or commercial mortgage pass-through securities. CMOs may be collateralised by whole mortgage loans or private mortgage pass-through securities but more typically are collateralised by

portfolios of mortgage pass-through securities guaranteed by Ginnie Mae, Freddie Mac or Fannie Mae;

- residential mortgage-backed securities (“RMBS”) and commercial mortgage-backed securities (“CMBS”), which are securities representing an interest in, and secured by, mortgage loans on real property;
- mortgage dollar rolls which are transactions in which an investor sells securities in one month and simultaneously agrees with the same counterparty to buy similar (same type, coupon, and maturity) but not identical securities in a future month;
- to be announced or “TBA” sale commitments, which are arrangements to sell mortgage-backed securities on a delayed delivery basis;
- stripped mortgage-backed securities (SMBS) which are multi-class mortgage-backed securities issued by agencies or instrumentalities of the U.S. government, or by private originators of, or investors in, mortgage loans, including savings and loan associations, mortgage banks, commercial banks, investment banks or special purpose entities of the foregoing. SMBS usually are structured with two classes that receive different proportions of the interest and principal distributions on a pool of mortgage assets; and
- other mortgage-related securities including securities other than those described above that directly or indirectly represent a participation in, or are secured by and payable from, mortgage loans on real property.

Asset-backed securities are securities whose principal and interest payments are collateralized by pools of assets such as auto loans, credit card receivables, leases, installment contracts and personal property. In addition to prepayment and extension risks, these securities present credit risks that are not inherent in mortgage-related securities because asset-backed securities generally do not have the benefit of a security interest in collateral that is comparable to mortgage assets. Credit card receivables generally are unsecured and the debtors on such receivables are entitled to the protection of a number of state and federal consumer credit laws, many of which give such debtors the right to set-off certain amounts owed on the credit cards, thereby reducing the balance due. Automobile receivables generally are secured, but by automobiles rather than residential real property. Most issuers of automobiles receivables permit the loan servicers to retain possession of the underlying obligations. If the servicer were to sell these obligations to another party, there is a risk that the purchaser would acquire an interest superior to that of the holders of the asset-backed securities. In addition, because of the large number of vehicles involved in a typical issuance and technical requirements under the state laws, the trustee for the holders of the automobile receivables may not have a proper security interest in the underlying automobiles. Therefore, if the issuer of an asset-backed security defaults on its payment obligations, there is the possibility that, in some cases, a Fund will be unable to possess and sell the underlying collateral and that the Fund’s recoveries on repossessed collateral may not be available to support payments on these securities.

The mortgage- and asset-backed securities in which a Fund may invest may be particularly sensitive to changes in economic conditions, including delinquencies and/or defaults, and changes in prevailing interest rates. Like other debt securities, when interest rates rise, the value of mortgage- and other asset-backed securities generally will decline; however, when interest rates are declining, the value of mortgage-related securities with prepayment features may not increase as much as that of other fixed income securities. Alternatively, rising interest rates may cause prepayments to occur at a slower-than-expected rate, extending the duration of a security and typically reducing its value. Early repayment of principal on some mortgage-related securities may deprive a Fund of income payments above current market rates. The

payment rate thus will affect the price and volatility of a mortgage-related security. The value of some mortgage-related and other asset-backed securities may fluctuate in response to the market's perception of the creditworthiness of the issuers. Additionally, although mortgages and mortgage-related securities generally are supported by some form of government or private guarantee and/or insurance, there is no assurance that private guarantors or insurers will meet their obligations.

### **CMBS Risk**

CMBS include securities that reflect an interest in, and are secured by, mortgage loans on commercial real property. Many of the risks of investing in CMBS reflect the risks of investing in the real estate securing the underlying mortgage loans, which include the risks associated with the effects of local and other economic conditions on real estate markets, the ability of tenants to make loan payments, and the ability of a property to attract and retain tenants. CMBS depend on cash flows generated by underlying commercial real estate loans, receivables, and other assets, and can be significantly affected by changes in market and economic conditions, the availability of information regarding the underlying assets and their structures, and the creditworthiness of the borrowers or tenants. CMBS may be less liquid and exhibit greater price volatility than other types of mortgage- or asset-backed securities. CMBS issued by private issuers may offer higher yields than CMBS issued by U.S. government issuers, but also may be subject to greater volatility than CMBS issued by U.S. government issuers. In addition, the CMBS market in recent years has experienced substantially lower valuations and greatly reduced liquidity, and current economic and market conditions suggest that this trend for CMBS may continue.

### **Structured Products Risk**

Structured products may present additional risks that are different from those associated with a direct investment in fixed-income or equity securities; they may be more volatile, less liquid, more difficult to price accurately, and subject to increased credit risks. A Fund that invests in structured products could lose more than the principal amount invested. As compared with other types of structured products, CLOs are subject to heightened credit, liquidity, and transparency risks, as well as additional special risks that depend largely on the type of the collateral held in the CLO portfolio and the tranche of securities in which the Fund invests. Such special risks generally consist of economic risks of the underlying loans combined with the risks associated with the CLO structure governing the priority of payments. These risks are especially acute for lower-tranche CLOs.

### **Inflation-Linked Investments Risk**

Unlike traditional fixed income securities, the principal and interest payments of Inflation-Linked Investments are adjusted periodically based on the inflation rate. The value of a Fund's Inflation-Linked Investments may be vulnerable to changes in expectations of inflation or interest rates and there is no guarantee that a Fund's use of these instruments will be successful.

### **Emerging Markets Country Risk**

The securities markets of Emerging Markets Countries tend to be less liquid, be especially subject to greater price volatility, have a smaller market capitalisation, and have less government regulation and may not be subject to as extensive and frequent accounting, financial, and other reporting requirements as securities issued in more developed countries. Further, investing in securities issued or guaranteed by emerging market governmental or corporate entities may present a greater risk of loss resulting from problems in security registration and custody or substantial economic, social, or political disruptions. In addition, key information about an issuer, security, or market may be inaccurate or unavailable.



Securities clearance, settlement procedures and trading practices may be different, transaction costs may be higher, and there may be less trading volume and liquidity in emerging markets, subjecting the securities traded in them to greater price fluctuations. Investments in emerging markets also may be affected by changes in currency rates or currency controls. With respect to certain countries, there is a possibility of nationalisation, expropriation or confiscatory taxation, imposition of withholding or other taxes, and political or social instability that could affect investments in those countries.

### **Russian Investments Risk**

Certain markets in central and eastern Europe present specific risks in relation to the settlement and safekeeping of securities. These risks result from the fact that physical securities may not exist in certain countries (such as Russia); as a consequence, the ownership of securities is evidenced only on the issuer's register of shareholders. Each issuer is responsible for the appointment of its own registrar. In the case of Russia, this results in a broad geographic distribution of several thousand registrars across Russia. Russia's Federal Commission for Securities and Capital Markets (the "Commission") has defined the responsibilities for registrar activities, including what constitutes evidence of ownership and transfer procedures. However, difficulties in enforcing the Commission's regulations mean that the potential for loss or error still remains and there is no guarantee that the registrars will act according to the applicable laws and regulations. Widely accepted industry practices are still in the process of being established.

When registration occurs, the registrar produces an extract of the register of shareholders as at that particular point in time. Ownership of shares is evidenced by the records of the registrar, but not by the possession of an extract of the register of shareholders. The extract is only evidence that registration has taken place. It is not negotiable and has no intrinsic value. In addition, a registrar will typically not accept an extract as evidence of ownership of shares and is not obligated to notify the Depositary, or its local agents in Russia, if or when it amends the register of shareholders. As a consequence of this Russian securities are not on physical deposit with the Depositary or its local agents in Russia. Therefore, neither the Depositary nor its local agents in Russia can be considered as performing a physical safekeeping or custody function in the traditional sense. The registrars are neither agents of, nor responsible to, the Depositary or its local agents in Russia. Investments in securities listed or traded in Russia will only be made in equity securities that are listed or traded on level 1 or level 2 of the Moscow Exchange. The Depositary's liability extends to its unjustifiable failure to perform its obligations or its improper performance of them and does not extend to losses due to the liquidation, bankruptcy, negligence or wilful default of any registrar. In the event of such losses the relevant Fund will have to pursue its rights directly against the issuer and/or its appointed registrar. The aforesaid risks in relation to safekeeping of securities in Russia may exist, in a similar manner, in other central and eastern European countries in which a Fund may invest.

### **United Kingdom's Withdrawal from the European Union**

The U.K. withdrew from the EU and the EEA on 31 January 2020.

Following withdrawal from the EU, the U.K. entered into a transition period, during which period EU law continued to apply in the U.K.. New EU legislation that took effect before the end of the transition period also applies in the UK. The transition period ended on 31 December 2020. On 30 December 2020, the EU and U.K. signed an agreement on the terms governing certain aspects of the EU's and the U.K.'s relationship following the end of the transition period, the EU-UK Trade and Cooperation Agreement (the "TCA"), which was ratified by the EU and U.K. parliaments. Notwithstanding the TCA, there remains considerable uncertainty as to the U.K.'s post-transition framework, and in particular as to the arrangements which will apply to the U.K.'s relationships with the EU and with other countries, which

continues to develop. This uncertainty may, at any stage, adversely affect a Fund and its investments and/or the Investment Manager. There may be detrimental implications for the value of a Fund's investments and/or its ability to implement its investment programme. This may be due to, among other things:

- (i) increased uncertainty and volatility in UK., EU and other financial markets;
- (ii) fluctuations in asset values;
- (iii) fluctuations in exchange rates;
- (iv) increased illiquidity of investments located, listed or traded within the U.K., the EU or elsewhere;
- (v) changes in the willingness or ability of financial and other counterparties to enter into transactions, or the price at which and terms on which they are prepared to transact; and/or
- (vi) changes in legal and regulatory regimes to which the Company, certain of its assets and/or service providers are or become subject.

The UK's vote to leave the EU has created a degree of political uncertainty, as well as uncertainty in monetary and fiscal policy, which may continue. It may have a destabilising effect on some of the remaining members of the EU, the effects of which may be felt particularly acutely by Member States within the Eurozone.

The withdrawal of the UK from the EU could have a material impact on the UK's economy and its future growth, impacting adversely the Company's investments in the UK. It could also result in prolonged uncertainty regarding aspects of the UK economy and damage customers' and investors' confidence. Any of these events could have a material adverse effect on the Company.

### **LIBOR Reform**

On 27 July 2017, the FCA announced that the London Inter-Bank Offered Rate ("**LIBOR**") was to be phased out by 31 December 2021. Following that announcement, the FCA issued a further statement on 5 March 2021 confirming future cessation or loss of representativeness of all 35 LIBOR benchmark settings currently published by ICE Benchmark Administration ("**IBA**"), LIBOR's administrator. This FCA statement officially confirmed the end of LIBOR across all currencies and tenors from 31 December 2021 (albeit certain tenors of USD LIBOR will continue to be published based on the current "panel bank" LIBOR methodology until 30 June 2023. Further, reforms to European Inter-Bank Official Rate ("**EURIBOR**"), mean that, in contrast to LIBOR, EURIBOR is expected to continue as a Benchmark.

As a result of the above, the development of alternative risk-free reference rates (so called "**RFRs**") to replace LIBOR has been high on the global regulatory agenda. However, although certain of the RFRs, such as the reformed Sterling Overnight Index Average or "**SONIA**" are well established, others are not. Questions remain around the suitability of certain RFRs for different types of financial products and there is on-going uncertainty as to the future use of term rates.

The termination of LIBOR presents risks to the relevant Fund. It is not possible to identify exhaustively what those risks are at this point, but they include the risk that an identified RFR is not appropriate or that suitable transition mechanism may not be found or may not be suitable for the relevant Fund. In addition, any reference rate to replace LIBOR and any pricing adjustments imposed unilaterally, by a regulator or by counterparties, may not be suitable for

the relevant Fund, which could result in additional costs being incurred to close out positions and place replacement trades.

### **MiFID II Regulatory Risk**

The MiFID Regulations transposes into Irish law MiFID II. The MiFID Regulations and MiFID II took effect on 3 January 2018. MiFID II is a wide ranging piece of legislation that affects financial market structure, trading and clearing obligations, product governance and investor protections. While MiFIR and a majority of the so-called “Level 2” measures are directly applicable across the EU as EU regulations, MiFID II was required to be “transposed” into national law by Member States. During the transposition process individual Member States and their NCAs may have introduced requirements over and above those of the European text and applied MiFID II provisions to market participants that would not otherwise be caught by MiFID II. NCAs in certain jurisdictions may propose a number of regulatory measures and/or regulatory positions that may be unclear in scope and application (absent guidance from ESMA) resulting in confusion and uncertainty. It is impossible to predict how these regulatory positions or additional governmental restrictions may be imposed on market participants (including the Investment Manager) and/or the effect of such restrictions on the Investment Manager’s ability to implement a Fund’s investment objective. It is also impossible to predict the unintended consequences of MiFID II on the operation and performance of a Fund, which may be indirectly impacted by changes in market structure and/or regulatory interpretation.

### **EU General Data Protection Regulation Risk**

The GDPR took effect in all EU Member States on 25 May 2018 and replaced previous EU data privacy laws. Although a number of basic existing principles remain the same, the GDPR introduced new obligations on data controllers and rights for data subjects, including, among others:

- accountability and transparency requirements, which requires data controllers to demonstrate and record compliance with the GDPR and to provide more detailed information to data subjects regarding processing;
- enhanced data consent requirements, which includes “explicit” consent in relation to the processing of sensitive data;
- obligations to consider data privacy as any new products or services are developed and limit the amount of information collected, processed, stored and its accessibility;
- constraints on using data to profile data subjects;
- providing data subjects with personal data in a useable format on request and erasing personal data in certain circumstances; and
- reporting of breaches without undue delay (within 72 hours where feasible).

The implementation of the GDPR requires substantial amendments to the Company’s procedures and policies. The changes could adversely impact the Company’s business by increasing its operational and compliance costs. Further, there is a risk that the measures will not be implemented correctly or that individuals within the business will not be fully compliant with the new procedures. If there are breaches of these measures, the Company could face

significant administrative and monetary sanctions as well as reputational damage which may have a material adverse effect on its operations, financial condition and prospects.

### **Geographic Risk**

To the extent that a Fund focuses its investments in a single country or only a few countries in a particular geographic region, economic, political, regulatory or other conditions affecting such region may have a greater impact on a Fund's performance relative to a more geographically diversified Fund.

### **Leverage Risk**

Certain of a Fund's transactions (including, among others, forward currency contracts and other FDIs, reverse repurchase agreements, and the use of when-issued, delayed delivery or forward commitment transactions) may give rise to leverage risk. Leverage, including borrowing, may increase volatility in a Fund by magnifying the effect of changes in the value of a Fund's holdings. The use of leverage may cause investors in a Fund to lose more money in adverse environments than would have been the case in the absence of leverage. A Fund may be required to segregate permissible liquid assets to cover its obligations under these transactions and may have to liquidate positions before it is desirable to do so to fulfil its segregation requirements. By setting aside assets equal to only its net obligations under cash-settled futures and forwards contracts, a Fund may employ leverage to a greater extent than if a Fund were required to segregate assets equal to the full notional value of such contracts. There is no assurance that a Fund will be able to employ leverage successfully.

### **Sovereign Debt Risk**

Bonds issued or guaranteed by governments or governmental entities (commonly referred to as "sovereign debt") present risks not associated with investments in other types of bonds. Sovereign debt securities are subject to the risk that the relevant sovereign government or governmental entity may delay or refuse to pay interest or repay principal on its debt, due, for example, to cash flow problems, insufficient currency reserves, political considerations, the size of its debt relative to the economy, or the failure to put in place economic reforms required by the International Monetary Fund or other multilateral agencies. If a sovereign government or governmental entity defaults, it may ask for maturity extensions, interest rate reductions, or additional loans. There is no legal process for collecting sovereign debt that is not repaid nor are there bankruptcy proceedings through which all or part of the unpaid sovereign debt may be collected. In the past, emerging market sovereign governments and governmental entities have refused to honour their payment obligations on issued or guaranteed bonds.

### **Cyber Security Risk**

Intentional cyber security breaches include: unauthorised access to systems, networks, or devices (such as through "hacking" activity); infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. In addition, unintentional incidents can occur, such as the inadvertent release of confidential information (possibly resulting in the violation of applicable privacy laws).

A cyber security breach could result in the loss or theft of customer data or funds, the inability to access electronic systems ("denial of services"), loss or theft of proprietary information or corporate data, physical damage to a computer or network system, or costs associated with system repairs. Such incidents could cause a Fund, the Manager, the Investment Manager, or other service providers to incur regulatory penalties, reputational damage, additional compliance costs, or financial loss. In addition, such incidents could affect issuers in which a Fund invests, and thereby cause a Fund's investments to lose value.

In addition to risks to the Company and Funds, investors are advised to ensure communication methods with the Administrator, the Manager, the Investment Manager, Distributors and any Professional Advisor are secure so as to prevent fraudulent change of details or fraudulent redemption requests from being submitted through, for example, an investor's email account.

### **Equity Securities Risk**

Common stocks and other equity securities, as well as equity-like securities such as convertible debt securities, may experience significant volatility. Such securities may fall sharply in response to adverse events affecting overall markets, a particular industry or sector, or an individual company's financial condition.

### **Industry and Sector Risk**

Although a Fund may not employ an industry or sector focus, its exposure to specific industries or sectors may increase from time to time based on the portfolio management team's perception of investment opportunities. If a Fund overweights a single industry or sector relative to its benchmark index, such a Fund will face an increased risk that the value of its portfolio will decrease because of events disproportionately affecting that industry or sector. Furthermore, investments in particular industries or sectors may be more volatile than the broader market as a whole.

### **Growth Investing Risk**

A growth investing style may be out of favour from time to time or may not produce the best results over short or longer time periods. In addition, growth stocks tend to be more volatile than slower growing value stocks. Growth stocks typically trade at higher multiples of current earnings than other stocks. Growth stocks often are more sensitive to market fluctuations than other securities because their market prices are highly sensitive to future earnings expectations. At times when it appears that these expectations may not be met, growth stocks' prices typically fall.

### **Large Company Risk**

As compared to smaller successful companies, larger, more established companies may be less able to respond quickly to certain market developments and may have slower rates of growth. Large companies also may fall out of favour relative to smaller companies in certain market cycles, causing a Fund focusing on such companies to incur losses or underperform.

### **Mid-Sized and Small Company Risk**

Investments in mid-sized and smaller companies may involve greater risks than investments in larger, more established companies. As compared to larger companies, mid-sized and smaller companies may have limited management experience or depth, limited ability to generate or borrow capital needed for growth, and limited products or services, or operate in less established markets. Accordingly, mid-sized and smaller company securities tend to be more sensitive to changing economic, market, and industry conditions and tend to be more volatile and less liquid than equity securities of larger companies, especially over the short term. Mid-sized and smaller companies also may fall out of favour relative to larger companies in certain market cycles, causing a Fund focussing on such companies to incur losses or underperform.

### **Foreign and Emerging Market Company Risk**

A Fund's investments in companies (including companies domiciled in emerging markets) and in companies with economic ties to emerging markets generally involve special risks that can

increase the likelihood that the Fund will lose money. For example, these companies may be more vulnerable to economic, political, and social instability and subject to less government supervision, lack of transparency, inadequate regulatory and accounting standards, and foreign taxes. In addition, the securities of foreign companies also may be subject to inadequate exchange control regulations, the imposition of economic sanctions or other government restrictions, higher transaction and other costs, reduced liquidity, and delays in settlement to the extent they are traded on exchanges or markets. Company securities also include American Depositary Receipts, Un-sponsored Depositary Receipts and Global Depositary Receipts. Such securities may be less liquid than the underlying shares in their primary trading market. Emerging market securities generally are more volatile than other foreign securities, and are subject to greater liquidity, regulatory, and political risks. Investments in emerging markets may be considered speculative and generally are riskier than investments in more developed markets because such markets tend to develop unevenly and may never fully develop. Emerging markets are more likely to experience hyperinflation and currency devaluations. Securities of emerging market companies may have far lower trading volumes and less liquidity than securities of issuers in developed markets. Investments in securities of companies whose economic fortunes are linked to emerging markets but which principally are traded on a non-emerging market exchange may not meet the Fund's definition of an emerging market security but to the extent a Fund invests in this manner, the percentage of that Fund's portfolio that is exposed to emerging market risks may be greater than the percentage of that Fund's assets that it defines as representing emerging market securities.

### **ESG Integration**

There is no guarantee that ESG integration and engagement will enhance asset allocation or portfolio construction. ESG considerations may be based on issuer disclosures or third-party information sources that are forward looking statements of intent and not necessarily fact-based or objectively measurable. This lack of uniformity and objective metrics can lead to missed opportunities or miscalculations as to the realised future impact of perceived positive and negative ESG factors on issuer fundamentals, leading to poor investment outcomes. Due to ESG considerations or parameters set for a Fund, the Investment Manager may be less inclined or unable to invest in certain issuers that provide positive financial returns. The Company, the Directors, Manager, the Investment Manager and their respective officers, directors, employees, affiliates, and agents make no express or implied representations or warranties regarding the accuracy, completeness, effectiveness, fairness, or fitness for a particular purpose with respect to any Fund's ESG assessments, negative screens, integration or engagement activities.

The integration of these ESG characteristics and risks could have a positive or negative impact on the performance of a Fund.

### **Mainland China Investment Risk**

Investing in the securities markets in Mainland China is subject to the risks of investing in emerging markets generally as well as to specific risks relating to the Mainland China market.

Investors should note that the legal system and regulatory framework of Mainland China are still developing, making it more difficult to obtain and/or enforce judgments and as such could limit the legal protection available to investors. Military conflicts, either internal or with other countries, are also a risk. In addition, currency fluctuations, currency convertibility and fluctuations in inflation and interest rates have had, and may continue to have, negative effects on the economy and securities markets of Mainland China. Mainland China's economic growth has historically been driven in a large degree by exports to the U.S. and other major export markets. Therefore, a slowdown in the global economy may have a negative impact on the continued growth of the Chinese economy.

Many of the recent economic reforms in Mainland China are unprecedented and may be subject to adjustment and modification, which may not always have a positive effect on foreign investment in joint stock limited companies in Mainland China or in A-Shares. Governmental interventions in the financial markets in Mainland China have increased in recent years, which may lead to severe price volatility for financial instruments.

In view of the relatively smaller number of A-Share issues currently available in Mainland China, the choice of investments available to a Fund is limited when compared with the choices available in other more developed markets and the national regulatory and legal framework for capital markets and joint stock companies in Mainland China are not as well developed.

There may be a low level of liquidity of A-Share markets in Mainland China, which are relatively small in terms of both combined total market value and the number of A-Shares which are available for investment. This may lead to severe price volatility under certain circumstances.

Chinese companies are required to follow Mainland China accounting standards and practice which, to a certain extent, follow international accounting standards. However, there may be significant differences between financial statements prepared by accountants following Mainland China accounting standards and practice and those prepared in accordance with international accounting standards.

Both the Shanghai and Shenzhen securities markets are in the process of development and change. This may lead to trading volatility, difficulty in the settlement and recording of transactions and in interpreting and applying the relevant regulations.

Investments in Mainland China are likely to be sensitive to any significant change in the political, social and economic landscapes in Mainland China. Mainland China's economy has been in a state of transition over the past 40 years from a planned economy to a more market-oriented economy, which differs from the economies of developed countries in many ways, such as in the level of government involvement, control of foreign exchange and allocation of resources. The Chinese government plays a major role in the economic reforms and will continue to exercise significant control over Mainland China's economy, including potentially by the adoption of corrective measures to control the growth of economy, which may have an adverse impact on the securities markets of Mainland China and thus the performance of the Fund.

The Chinese government strictly regulates the payment of foreign currency denominated obligations and sets monetary policy. Through its policies, the government may provide preferential treatment to particular industries or companies. The policies set by the government may have a substantial effect on the Chinese economy and the investments of a Fund. Political changes, social instability and adverse diplomatic developments in Mainland China could result in the imposition of additional government restrictions including the expropriation of assets, confiscatory taxes or nationalisation of some or all of the property held by the underlying issuers of the shares. In light of the above mentioned factors, the price of shares of Chinese companies may fall significantly in certain circumstances.

### **Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect**

All Funds which can invest in China may invest in China A-Shares through the Shanghai-Hong Kong Stock Connect or Shenzhen-Hong Kong Stock Connect (collectively, the "Stock Connect") programs subject to any applicable regulatory limits. The Stock Connect programs are a securities trading and clearing linked program developed by Hong Kong Exchanges and Clearing Limited, the Hong Kong Securities Clearing Company Limited ("HKSCC"), Shanghai Stock Exchange ("SSE") and Shenzhen Stock Exchange ("SZSE") (as relevant) and China Securities Depository and Clearing Corporation Limited ("ChinaClear") with an aim to achieve

mutual stock market access between mainland China and Hong Kong. This program will allow foreign investors to trade certain SSE and SZSE listed China A-Shares through their Hong Kong based brokers. Further details in relation to Stock Connect are set out in Schedule VI.

The Funds seeking to invest in the domestic securities markets of the People's Republic of China (PRC) may use the Stock Connect and, thus, are subject to the following additional risks:

*General Risk:* The relevant regulations are untested and subject to change. There is no certainty as to how they will be applied which could adversely affect the Company. The program requires use of new information technology systems which may be subject to operational risk due to its cross-border nature. If the relevant systems fail to function properly, trading in both Hong Kong, and Shanghai and/or Shenzhen markets through the program could be disrupted.

*Quota Limitations:* The Stock Connect is subject to quota limitations. In particular, once the daily quota is exceeded, buy orders will be rejected (although investors will be permitted to sell their cross-boundary securities regardless of the quota balance). Therefore, quota limitations may restrict the relevant Fund's ability to invest in China A Shares through the Stock Connect on a timely basis, and the relevant Fund may not be able to effectively pursue its investment strategy.

*Legal/Beneficial Ownership:* Where securities are held in custody on a cross-border basis, there are specific legal/beneficial ownership risks linked to compulsory requirements of the local central securities depositories, HKSCC and ChinaClear. As in other emerging and less developed markets, the legislative framework is only beginning to develop the concept of legal/formal ownership and of beneficial ownership or interest in securities. In addition, HKSCC, as nominee holder, does not guarantee the title to Stock Connect securities held through it and is under no obligation to enforce title or other rights associated with ownership on behalf of beneficial owners. Consequently, the courts may consider that any nominee or depository as registered holder of the relevant Stock Connect securities would have full ownership thereof, and that those Stock Connect securities would form part of the pool of assets of such entity available for distribution to creditors of such entities and/or that a beneficial owner may have no rights whatsoever in respect thereof. Consequently the Company and the Depository cannot ensure that the Company's ownership of these securities or title thereto is assured. To the extent that HKSCC is deemed to be performing safekeeping functions with respect to assets held through it, it should be noted that the Depository and the Company will have no legal relationship with HKSCC and no direct legal recourse against HKSCC in the event that the Company suffer losses resulting from the performance or insolvency of HKSCC. In the event ChinaClear defaults, HKSCC's liabilities under its market contracts with clearing participants will be limited to assisting clearing participants with claims. HKSCC will act in good faith to seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or the liquidation of ChinaClear. In this event, the Company may not fully recover its losses or its Stock Connect securities and the process of recovery could also be delayed.

*Clearing and Settlement Risk:* HKSCC and ChinaClear will establish the clearing links and each will become a participant of each other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house. As the national central counterparty of the Chinese securities market, ChinaClear operates a comprehensive network of clearing, settlement and stock holding infrastructure. ChinaClear has established a risk management framework and measures that are approved and supervised by the China Securities regulatory Commission.



In the event of a ChinaClear default, HKSCC's liabilities in SSE Shares and SZSE Shares under its market contracts with clearing participants will be limited to assisting clearing participants in pursuing their claims against ChinaClear. HKSCC should in good faith, seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or through ChinaClear's liquidation. In that event, the relevant Fund may suffer delay in the recovery process or may not fully recover its losses from ChinaClear.

*Suspension Risk:* It is contemplated that both the Stock Exchange of Hong Kong ("SEHK"), SSE and SZSE would reserve the right to suspend trading if necessary for ensuring an orderly and fair market and that risks are managed prudently. Consent from the relevant regulator would be sought before a suspension is triggered. Where a suspension is effected, the relevant Fund's ability to access the Chinese market will be adversely affected.

*Differences in Trading Day:* The Stock Connect will only operate on days when both the Chinese and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the Chinese market but the Funds cannot carry out any China A Shares trading via the Stock Connect. The Funds may be subject to a risk of price fluctuations in China A Shares during the time when the Stock Connect is not trading as a result.

*Restrictions on Selling Imposed by Front-end Monitoring:* Chinese regulations require that before an investor sells any share, there should be sufficient shares in the account; otherwise the SSE or SZSE will reject the sell order concerned. SEHK will carry out pre-trade checking on China A Share sell orders of its participants (i.e., the stock brokers) to ensure there is no over-selling. If a Fund intends to sell certain China A Shares it holds, it must transfer those China A Shares to the respective accounts of its broker(s) before the market opens on the day of selling ("trading day"). If it fails to meet this deadline, it will not be able to sell those shares on the trading day. Because of this requirement, a Fund may not be able to dispose of its holdings of China A Shares in a timely manner.

*Operational Risk:* The Stock Connect is premised on the functioning of the operational systems of the relevant market participants. Market participants are permitted to participate in this program subject to meeting certain information technology capability, risk management and other requirements as may be specified by the relevant exchange and/or clearing house. The securities regimes and legal systems of the two markets differ significantly and market participants may need to address issues arising from the differences on an on-going basis. Further, the "connectivity" in the Stock Connect requires routing of orders across the PRC-Hong Kong border. This requires the development of new information technology systems on the part of the SEHK and exchange participants (i.e. a new order routing system ("China Stock Connect System") set up by SEHK to which exchange participants need to connect). There is no assurance that the systems of the SSE, SZSE or SEHK and market participants will function properly or will continue to be adapted to changes and developments in both markets. In the event that the relevant systems fail to function properly, trading in both markets through the program could be disrupted. The relevant Fund's ability to access the China A Share market (and hence to pursue its investment strategy) may be adversely affected.

*Regulatory Risk:* The Funds may be adversely affected by future changes in applicable laws, including tax laws and regulations. The current regulations are untested and there is no certainty as to how they will be applied. In addition, the current regulations are subject to change, which may have potential retrospective effect, and there can be no assurance that the Stock Connect will not be abolished. New regulations may be issued from time to time by the regulators/stock exchanges in China and Hong Kong in connection with operations, legal enforcement and cross-border trades under the Stock Connect. Funds may be adversely affected as a result of such changes.

*Recalling of Eligible Stocks:* When a stock is recalled from the scope of eligible stocks for trading via the Stock Connect, the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the relevant Funds, for example, if the Investment Adviser wishes to purchase a stock which is recalled from the scope of eligible stocks.

*Voting Right and Corporate Actions:* Voting rights with respect to Stock Connect securities may only be exercised by giving voting instructions to HKSCC, who will then consolidate such instructions and submit them in the form of a combined single voting instruction to the relevant SSE/SZSE-listed company. Therefore, the relevant Fund may not be able to exercise voting rights in respect of the underlying company in the same manner as in other markets.

*No Protection by Investor Compensation Fund:* Investment in SSE or SZSE shares via the Stock Connect is conducted through brokers and is subject to the risks of default by such brokers' in their obligations. For defaults occurring on or after 1 January 2020, the Hong Kong Investor Compensation Fund will cover the losses incurred by investors with respect to securities traded in a stock market operated by the SSE or the SZSE and for which a buy or sell order may be directed through the Northbound Link of a Stock Connect agreement. The Hong Kong's Investor Compensation Fund has been established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong. However, as the relevant Funds execute Northbound trades through securities brokers in Hong Kong rather than through securities brokers in mainland China, such Northbound trades are not covered by the China Securities Investor Protection Fund.

### **Risks of Investing via the Bond Connect**

Certain Funds which can invest in China may invest in the CIBM through the Bond Connect initiative subject to any applicable regulatory limits. The Bond Connect initiative was launched in July 2017 for mutual bond market access between Hong Kong and Mainland China established by CFETS, China Central Depository & Clearing Co., Ltd ("CCDC"), Shanghai Clearing House ("SCH") and Hong Kong Exchanges and Clearing Limited ("HKEX") and Central Moneymarkets Unit ("CMU"). This initiative allows eligible foreign investors to invest in the bonds circulated in the CIBM through the northbound trading of Bond Connect ("Northbound Trading Link"). Further details in relation to Bond Connect are set out in Schedule VII.

The Funds seeking to invest in the CIBM through the Bond Connect are subject to the following risks:

*Regulatory Risk:* The Bond Connect is relatively new. Laws, rules, regulations, policies, notices, circulars or guidelines relating to the Bond Connect (the "Applicable Bond Connect Regulations") as published or applied by any of the Bond Connect Authorities (as defined below) are untested and are subject to change from time to time. There can be no assurance that the Bond Connect will not be restricted, suspended or abolished. If such event occurs, a Fund's ability to invest in the CIBM through the Bond Connect will be adversely affected, and if the Fund is unable to adequately access the CIBM through other means, the Fund's ability to achieve its investment objective will be adversely affected. "Bond Connect Authorities" refers to the exchanges, trading systems, settlement systems, governmental, regulatory or tax bodies which provide services and/or regulate Bond Connect and activities relating to Bond Connect, including, without limitation, the PBOC, the HKMA, the HKEx, the CEFTS, the CMU, the CSDCC and the SHCH and any other regulator, agency or authority with jurisdiction, authority or responsibility in respect of Bond Connect.

*Legal and Beneficial Ownership:* The CMU (i.e. the HKMA) is the "nominee holder" of the bonds acquired by a Fund through the Bond Connect. Whilst the Bond Connect Authorities

have expressly stated that investors will enjoy the rights and interests of the bonds acquired through the Bond Connect in accordance with applicable laws, the exercise and the enforcement of beneficial ownership rights over such bonds in the courts in China is yet to be tested. In addition, in the event that the nominee holder (i.e. the HKMA) becomes insolvent, such bonds may form part of the pool of assets of the nominee holder available for distribution to its creditors and the Fund, as a beneficial owner, may have no rights whatsoever in respect thereof.

*Volatility and Liquidity risk:* Market volatility and potential lack of liquidity due to low trading volume of certain debt securities in the CIBM may result in prices of certain debt securities traded on such market fluctuating significantly. The relevant Fund investing in such market is therefore subject to liquidity and volatility risks. The bid and offer spreads of the prices of such securities may be large, and the relevant Fund may therefore incur significant trading and realisation costs and may even suffer losses when selling such investments.

*Default Risk of Agents:* Under the prevailing Applicable Bond Connect Regulations, eligible foreign investors who wish to participate in the Bond Connect may do so through an offshore custody agent, registration agent or other third parties (as the case may be), who would be responsible for making the relevant filings and account opening with the relevant authorities. A Fund is therefore subject to the risk of default or errors on the part of such agents.

*Settlement Risk:* Although delivery-versus-payment (DVP) settlement (e.g. simultaneous delivery of security and payment) is the dominant settlement method adopted by CCDC and SHCH for all bond transactions in the CIBM, there is no assurance that settlement risks can be eliminated. In addition, DVP settlement practices in the PRC may differ from practices in developed markets. In particular, such settlement may not be instantaneous and be subject to a delay of a period of hours. Where the counterparty does not perform its obligations under a transaction or there is otherwise a failure due to CCDC or SHCH (as applicable), a Fund may sustain losses.

*Operational Risk:* Trading through the Bond Connect is performed through newly developed trading platforms and operational systems. There is no assurance that such systems will function properly (in particular, under extreme market conditions) or will continue to be adapted to changes and developments in the market. In the event that the relevant systems fails to function properly, trading through the Bond Connect may be disrupted. A Fund's ability to trade through the Bond Connect (and hence to pursue its investment strategy) may therefore be adversely affected. In addition, where a Fund invests in the CIBM through the Bond Connect, it may be subject to risks of delays inherent in the order placing and/or settlement.

*Not Protected by Investor Compensation Fund:* Investors should note that if a Fund engages in any trading via the Northbound Trading Link, the Fund will not be covered by Hong Kong's Investor Compensation Fund or the China Securities Investor Protection Fund and thus investors will not benefit from compensation under such schemes.

## **Peoples Republic of China Tax Risk**

Under current regulations in the PRC, foreign investors may invest in A-Shares listed on the Shanghai and Shenzhen Stock Exchanges, debt securities on the CIBM and certain other investment products in the PRC.

### *Corporate Income Tax*

Under current PRC Corporate Income Tax Law ("PRC CIT law") and regulations, any entity considered to be a tax resident of the PRC would be subject to PRC corporate income tax ("CIT") at the rate of 25% on its worldwide taxable income. If an entity were considered to be a non-resident enterprise with a "permanent establishment" or place or establishment of

business (“PE”) in the PRC, the profits attributable to that PE would be subject to CIT at 25%. The Company, together with the Manager, intends to operate in a manner that will prevent them from being treated as tax residents of the PRC and from having a permanent establishment in the PRC, though this cannot be guaranteed. It is possible, however, that the PRC could disagree with such an assessment or that changes in PRC tax law could affect the PRC EIT status of the Company.

If the entity is a non-PRC tax resident enterprise without permanent establishment in the PRC, the PRC-sourced income (including cash dividends, distributions, interest and capital gains) derived by it from any investment in PRC securities would be subject to PRC withholding income tax (“WHT”) at the rate of 10% unless exempt or reduced under the PRC EIT Law or a relevant tax treaty.

Pursuant to Caishui [2018] No. 108 (“Notice 108”), foreign institutional investors are exempt from EIT on bond interest income derived from November 7, 2018 to November 6, 2021. Such EIT exemption would not be applicable if the bond interest derived is connected with the foreign institutional investors’ establishment or place in the PRC. In respect of bond interest income derived by foreign institutional investors, PRC value-added tax is exempted from November 7, 2018 to November 6, 2021 pursuant to Notice 108.

According to Cai Shui [2016] No. 70 (“Circular 70”), *the Supplementary Notice of the Ministry of Finance and the State Administration of Taxation on VAT Policies for Interbank Dealings of Financial Institutions*, gains derived by foreign institutions approved by PBOC from the investment in the inter-bank RMB markets (including currency market, bond market and derivative market) shall be exempt from VAT.

#### (i) Interest

Except for interest income from certain bonds (i.e., government bonds, local government bonds and railway bonds which are entitled to a 100% PRC CIT exemption and 50% PRC CIT exemption respectively in accordance with the Implementation Rules to the Enterprise Income Tax Law and a circular dated 19 March 2016 on the Circular on Income Tax Policies on Interest Income from Railway Bonds under Caishui [2016] No. 30), non-PRC tax resident enterprises are subject to PRC WHT on the payment of interests on debt instruments issued by PRC tax resident enterprises, including bonds issued by enterprises established within the PRC. The general WHT rate applicable is 10%, subject to reduction under an applicable double tax treaty and agreement by the PRC tax authorities. Interest derived from government bonds issued by the in-charge Finance Bureau of the State Council and/or local government bonds approved by the State Council is exempt from PRC CIT under the PRC CIT Law.

On 22 November 2018, the Ministry of Finance and State Administration of Taxation jointly issued Circular 108, the circular dated 7 November 2018 on the Taxation Policy of Corporate Income Tax and Value-Added Tax in relation to Bond Investments made by Offshore Institutions in Domestic Bond Market, to clarify that foreign institutional investors (including foreign institutional investors under Bond Connect) are temporarily exempt from PRC WHT and VAT with respect to bond interest income derived in the PRC bond market for the period from November 7, 2018 to November 6, 2021. As this exemption is only temporary according to Circular 108, it remains unclear whether such an exemption will also apply after 6 November 2021. Circular 108 is silent on the PRC withholding income tax and VAT treatment with respect to non-government bond interest derived prior to 7 November 2018, which is subject to clarification from the PRC tax authorities.

#### (ii) Dividend

Under the current PRC CIT Law and its implementation rules, non-PRC tax resident enterprises are subject to PRC WHT on cash dividends and bonus distributions from PRC tax

resident enterprises. The general WHT rate applicable is 10%, subject to reduction under an applicable double tax treaty and agreement by the PRC tax authorities.

### (iii) Capital Gain

Based on the CIT Law and its implementation rules, “income from the transfer of property” sourced from the PRC by non-PRC tax resident enterprises should be subject to 10% PRC WHT unless exempt or reduced under an applicable tax treaty and agreement by the PRC tax authorities. The MoF, SAT and the China Securities Regulatory Commission (“CSRC”) issued joint circulars to clarify the taxation of the Stock Connect, in which capital gain realised from the transfer of A-Shares is temporarily exempt from PRC WHT.

Capital gains derived by non-resident institutional investors (with no place or establishment or permanent establishment in the PRC) from the trading of bonds through the Bond Connect are technically non-PRC-sourced income under the current CIT law and regulations, therefore, not subject to PRC CIT. While the PRC tax authorities are currently enforcing such non-taxable treatment in practice, there is a lack of clarity on such non-taxable treatment under the current CIT regulations.

The Company may also potentially be subject to PRC value-added tax at the rate of 6% on capital gains derived from trading of PRC securities. In addition, urban maintenance and construction tax (currently at rates ranging from 1% to 7%), educational surcharge (currently at the rate of 3%) and local educational surcharge (currently at the rate of 2%) (collectively the “Surtaxes”) are imposed based on value-added tax liabilities.

Given the possibility of the tax rules being changed or differently interpreted and the possibility of taxes being applied retrospectively, any provision for taxation made by the Investment Manager in a given point in time may be excessive or inadequate to meet the PRC tax liabilities in connection with investments made by the Company or the relevant Fund in the PRC. Consequently, investors may be advantaged or disadvantaged depending on how any such gains or income will in fact be calculated or taxed, how the Investment Manager provides for the tax and when investors subscribed and/or redeemed their holdings in/from the Company or the Fund. If there is a change in the tax requirement or environment which results in an under-provision by the Investment Manager of actual or potential tax liabilities, the then existing investors and new investors will be disadvantaged as the Company or the relevant Fund will have to pay the difference between the Company or the relevant Fund’s then WIT provision and the taxation liabilities under the new regime. On the contrary, if there is a change in the tax requirement or environment which results in an overprovision by the Investment Manager, the investors who have already redeemed the Shares under the old regime will be disadvantaged as they would have contributed to the over-provision. In this case the then existing investors and the new investors will benefit as the difference between the Company or the relevant Fund’s then WIT provision and the taxation liabilities will be returned to the Company or the relevant Fund as assets thereof.

In light of the above-mentioned uncertainty and in order to meet the potential tax liability for gains on disposal of debt securities and interest income derived from debt instruments, the Company reserves the right to vary the provision for WHT on such gains or interest income for the account of the Company or the relevant Fund in respect of any potential tax on the gross realized and unrealized capital gains and interest income.

Upon any future resolution of the above-mentioned uncertainty or further changes to the tax law or policies, the Company will, as soon as practicable, make relevant adjustments to the amount of tax provision (if any) as they consider necessary. The amount of any such tax provision will be disclosed in the accounts of the Company.

It should also be noted that the actual applicable tax imposed by the PRC tax authorities may

be different and may change from time to time. There is a possibility of the rules being changed and taxes being applied retrospectively. As such, any provision for taxation made by the Investment Manager for the account of the relevant Fund may be excessive or inadequate to meet final PRC tax liabilities. Consequently, Shareholders of the Fund may be advantaged or disadvantaged depending upon the final tax liabilities, the level of provision and when they subscribed and/or redeemed their Shares in/from the Fund.

#### *Value-added Tax ("VAT") and Other Surcharges*

According to the Circular Caishui [2016] 36 ("Circular 36"), VAT at 6% shall be levied on the difference between the selling and buying prices of those marketable securities.

The gains derived from trading of marketable securities (including A-Shares and other PRC listed securities) are exempted from VAT in the PRC under Circular 36 and Caishui [2016] No.70. In addition, deposit interest income and interest received from government bonds and local government bonds are also exempt from VAT.

According to Circular 108, the foreign institutional investors are temporarily exempt from VAT with respect to bond interest income derived in the PRC bond market for the period from 7 November 2018 to 6 November 2021. However, there is no guarantee that such temporary tax exemption will continue to apply, will not be repealed and re-imposed retrospective, or that no new tax regulations and practice in China specifically relating to the PRC bond market will not be promulgated in the future. Dividend income or profit distributions on equity investment derived from PRC are not included in the taxable scope of VAT.

In addition, urban maintenance and construction tax (currently at the rate ranging from 1% to 7%), educational surcharge (currently at the rate of 3%) and local educational surcharge (currently at the rate of 2%) are imposed based on the VAT liabilities.

#### *Stamp Duty*

Stamp duty under the PRC laws generally applies to the execution and receipt of all taxable documents listed in the PRC's Provisional Rules on Stamp Duty. Stamp duty is generally imposed on the sale of PRC-listed shares at a rate of 0.1% of the sales consideration. The Company or the relevant Fund will be subject to this tax on each disposal of PRC listed shares. No stamp duty is expected to be imposed on non-PRC tax resident holders of government and corporate bonds, either upon issuance or upon a subsequent transfer of such bonds. Non-PRC tax resident Shareholders will not be subject to PRC tax on distributions received from the Company or the relevant Fund, or on gains derived from the disposal of Shares.

There can be no guarantee that no new tax laws, regulations and practice in the PRC specifically relating to the Stock Connect or CIBM may be promulgated in the future and may be applied retrospectively. The promulgation of such new laws, regulations and practice may operate to the advantage or disadvantage of the Shareholders due to the Company or the relevant Fund's investments in the PRC market.

Investors should inform themselves of, and where appropriate consult their professional advisors on, the possible tax consequences of subscribing for, buying, holding, converting, redeeming or otherwise disposing of Shares under the laws of their country of citizenship, residence, or domicile or incorporation.

#### **RMB Risk**

The Funds may invest in assets that are denominated in Chinese renminbi (RMB). In addition to the currency risks set out above, the investment in RMB denominated assets are subject to the following risks.

Investors should be aware that the RMB is subject to a managed floating exchange rate based on market supply and demand with reference to a basket of currencies.

Currently, RMB is traded in Mainland China and markets outside Mainland China. RMB traded in Mainland China, CNY, is not freely convertible and is subject to exchange control policies and restrictions imposed by the PRC authorities. On the other hand, the RMB traded outside Mainland China, CNH, is freely tradeable but still subject to controls, limits and availability. In general, the respective daily exchange rate of the RMB against other currencies is allowed to float within a range above or below the central parity rates published by the People's Bank of China ("PBOC") each day. Its exchange rate against other currencies, including e.g. USD or HKD, is therefore susceptible to movements based on external factors. There can be no assurance that such exchange rates will not fluctuate widely.

While CNY and CNH represent the same currency, they are traded on different and separate markets which operate independently. As such, the value of CNH could differ, perhaps significantly from that of CNY and the exchange rate of CNH and CNY may not move in the same direction due to a number of factors including, without limitation, the foreign exchange control policies and repatriation restrictions pursued by the PRC government from time-to-time, as well as other external market forces. Any divergence between CNH and CNY may adversely impact investors.

There is no assurance that RMB will not be subject to devaluation, in which case the value of investors' investments in RMB assets will be adversely affected. Currently, the PRC government imposes certain restrictions on repatriation of RMB out of the PRC. Investors should note that such restrictions may limit the depth of the RMB market available outside of the PRC and thereby, may reduce the liquidity of a Fund. A Fund may be subject to risk of not having sufficient RMB for currency conversion prior to investment.

The PRC government's policies on exchange controls and repatriation restrictions are subject to change, and the Fund's and its investors' position may be adversely affected by such change.

### **Swing Pricing Risk**

Shareholders are advised that the application of the Swing Pricing Policy may mean that the volatility of a Fund's Net Asset Value might not reflect the true performance of the underlying portfolio performance. Typically, an adjustment for swing pricing will increase the Net Asset Value per Share when there are net inflows into a Fund and decrease the Net Asset Value per Share when there are net outflows. As this adjustment is related to the net inflows and outflows pertaining to a Fund it is not possible to accurately predict when an adjustment for swing pricing will be necessary at any future point in time or how frequently the Company may need to make such adjustments.

### **Umbrella Cash Account Risk**

Subscription monies received in respect of a Fund in advance of the issue of Shares will be held in the Umbrella Cash Account in the name of the Company and will be treated as an asset of the relevant Fund. 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 Net Asset Value 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 part or in full. Payment of redemption proceeds and dividends in respect of a particular Fund is subject to receipt by the Administrator of 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, until payment to the relevant Shareholder, be held in the Umbrella Cash Account in the name of the Company. Redeeming Shareholders and Shareholders entitled to such distributions will be unsecured creditors of the relevant Fund (with regard to the redeemed Shares) and will not benefit from any appreciation in the Net Asset Value of the Fund or any other Shareholder rights (including further dividend entitlement), with respect to the redemption or distribution amount held in the Umbrella 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 part or 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 another Fund of the Company (the "Insolvent Fund"), recovery of any amounts held in the Umbrella Cash Account to which another Fund is entitled (the "Entitled Fund"), 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 disputes as to the recovery of amounts owed and also delays in effecting a recovery of such amounts, and the Insolvent Fund may have insufficient funds to repay amounts due to the Entitled Fund.

### **Risk Factors Not Exhaustive**

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

In addition, 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 recent developments in the risk and yield characteristics of the main categories of investments applicable to the relevant Fund.



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## MANAGEMENT AND ADMINISTRATION

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### **The Directors**

The Directors of the Company are as set out below.

#### **Adrian Waters (Chairman, Irish Resident)**

Adrian Waters, Chairman, is a Fellow of The Institute of Chartered Accountants in Ireland and of The Institute of Directors. He is a Chartered Director (UK Institute of Directors) and he specializes in risk management and governance. He has over 25 years' experience in the funds industry. From 1993 to 2001, he held various executive positions within The BISYS Group, Inc. (now part of the Citi Group), including Chief Executive Officer of BISYS Fund Services (Ireland) Limited and finally as Senior Vice President – Europe for BISYS Investment Services out of London. From 1989 to 1993, he was employed by the Investment Services Group of PricewaterhouseCoopers in New York and prior to that by Oliver Freaney and Company, Chartered Accountants, in Dublin. Mr. Waters holds a Bachelor of Commerce degree and a Post Graduate Diploma in Corporate Governance both received from University College Dublin in 1985 and 2005, respectively. Additionally, in 2013, he has received a Master of Science degree in Risk Management from the Stern Business School at New York University.

#### **David Conway (Irish Resident)**

David Conway is an experienced senior investment management professional with expertise in private client and wealth management, asset management and fund administration. Mr. Conway left Ulster Bank (a wholly owned subsidiary of Royal Bank of Scotland) in late 2010 to become a professional independent investment funds director. He worked in a variety of roles with Ulster Bank in Ireland for over 25 years. From 2000, until his departure, he was a director of the Bank's Private Client and Wealth Management divisions. In the late 1990's, David played a key role in the development of Ulster Bank as a major participant in the international fund administration industry. As a director of Ulster Bank Investment Services, he was a founding member of the Dublin Funds Industry Association (latterly IFIA) and was a regular speaker and participant at industry seminars and conferences. Prior to that he was a member of the senior management in Ulster Bank Investment Managers where he was director of fixed income and a member of the investment policy committee. David holds an honours degree in Economics from Trinity College Dublin and is a certified investment funds director.

#### **Andrew D. D'Souza (U.S. Resident)**

Andrew D. D'Souza is a Partner of the Investment Manager and is responsible for the strategic direction of the Investment Manager's international business, including sales and client service efforts. In this role, Mr. D'Souza manages the Investment Manager's dedicated International Investor Services team, which serves the distinct needs of the Investment Manager's offshore and international clients. Mr. D'Souza serves as a director of the Lord Abbett Floating Rate Fund Ltd., a Cayman Islands exempted company. Mr. D'Souza is also a director of Lord Abbett (UK) Ltd., an appointed marketing and sales company of the Funds.

Mr. D'Souza joined the Investment Manager in 2004 as a Regional Manager and was named Partner in 2015. Prior to his current role, he co-managed the Investment Manager's Institutional Consultant Relations team, which served the needs of the institutional consultants and research analysts. Mr. D'Souza's previous experience also includes serving as a division

leader on the West Coast of the United States, managing a team of Regional Managers, while working directly with the Investment Manager's clients. Before joining the Investment Manager, Mr. D'Souza was a Regional Vice President at Evergreen Investments. He began his career in the financial services industry in 1998.

Mr. D'Souza earned a BA in biology from Boston College.

#### **Jennifer Karam (U.S. Resident)**

Jennifer Karam is a Partner and Senior Deputy General Counsel of the Investment Manager. Ms. Karam is responsible for legal support for the Investment Manager's Institutional and International efforts. Ms. Karam also works closely with the Investment team regarding legal issues and requirements. Ms. Karam joined the Investment Manager in 2012 and was named Partner in 2016. Previously, she held the title of Director and Senior Counsel and held the position of Co-Head of the Global Institutional and Private Client Legal Department at Deutsche Asset Management; Vice President, Legal Department at Morgan Stanley Investment Management; Associate at Schulte Roth & Zabel; and Associate at Faith Colish, PC. She began her career in the financial services industry in 1996.

#### **Stacy Allen (U.S. Resident)**

Stacy Allen is a Partner and is responsible for overseeing the Investment Manager's comprehensive risk management efforts. In this role, she serves as Chair of the Enterprise Risk Management Committee and collaborates with every area of the firm to identify, assess, monitor, and report on key risks that may affect the organization. Ms. Allen is a member of the Executive Committee, which is responsible for the firm's leadership, strategic direction, and risk management. In addition, she serves as Co-Chair of the firm's Partnership Committee and serves on the firm's Investment Stewardship Council and Global Corporate Citizenship Committee. Ms. Allen joined the Investment Manager in 2003 and was named Partner in 2010. Prior to her current role, she served as Chief Administrative Officer for the Investments team. Her previous experience includes serving as Partner and Investment Consultant at Bellwether Consulting LLC and various roles at the Prudential Insurance Company of America. She earned a BS from the University of Delaware. She also is a holder of a Chartered Financial Analyst (CFA) designation.

No Director has:

- (i) any unspent convictions in relation to indictable offences; or
- (ii) been a director of any company or a partner of a partnership which, while he/she 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
- (iv) 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 address of the Directors is the registered office of the Company.

#### **Management of the Company – General**

The Company delegates UCITS management company functions to the Manager. The Central Bank UCITS Regulations refer to the "responsible person", being the party responsible for

compliance with the relevant requirements of the Central Bank on behalf of an Irish authorised UCITS. The Manager assumes the role of the responsible person for the Company.

The Directors control the affairs of the Company and have delegated certain of their duties to the Manager, which, in turn, has delegated certain of its duties to the Administrator, the Investment Manager and the Distributors. The Depositary has been appointed by the Company to act as depositary of all of the assets of the Company. All of the Directors of the Company serve in a non-executive capacity.

### **The Manager**

The Company has appointed the Manager to act as manager to the Company and each Fund with power to delegate one or more of its functions subject to the overall supervision and control of the Company. The Manager is a private limited company, was incorporated in Ireland on 12 June 2017 under the registration number 605807 and is wholly owned by the Investment Manager. The Manager has been authorised by the Central Bank to act as a UCITS management company and to carry on the business of providing management and related administration services to UCITS collective investment schemes.

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

Pursuant to the Distribution Agreements, the Manager has delegated certain distribution functions in respect of each Fund to the Distributors.

The directors of the Manager are:

#### **Adrian Waters (Chairman, Irish Resident)**

See biography for Mr. Waters above.

#### **David Conway (Irish Resident)**

See biography for Mr. Conway above.

#### **Andrew D. D'Souza (U.S. Resident)**

See biography for Mr. D'Souza above.

#### **Jennifer Karam (U.S. Resident)**

See biography for Ms. Karam above.

#### **Stacy Allen (U.S. Resident)**

See biography for Ms. Allen above.

## **Kieran Walsh (Irish Resident)**

Kieran Walsh is the Regulatory Compliance and Risk Officer of the Manager. Prior to joining the Manager, Mr. Walsh served as Vice President of Operations at Lazard Fund Managers (Ireland) Limited, where he was responsible for a number of the operational and finance-related functions of their Irish UCITS funds. Previously, he was responsible for the Projects & Oversight team at Carne Global Financial Services Limited in Dublin, where he served as a designated person for a number of Irish self-managed investment companies and management companies, both UCITS and AIFMD. Earlier in his career, Mr. Walsh worked in the Asset Management Department of PricewaterhouseCoopers in Dublin and New York. He has worked in the financial services industry since 2003. Mr. Walsh holds a Bachelor of Commerce degree and Masters in Accounting both received from the National University of Ireland, Galway in 2002 and 2003 respectively. He also is a fellow of the Institute of Chartered Accountants in Ireland.

## **Remuneration Policy of the Manager**

The Manager is subject to remuneration policies, procedures and practices (together, the “Remuneration Policy”). The Remuneration Policy complies with the Regulations regarding remuneration and is designed to ensure that the Manager’s remuneration practices, for those staff in scope of the applicable rules: (i) are consistent with and promote sound and effective risk management; (ii) do not encourage risk taking and are consistent with the risk profiles, this Prospectus or the Constitution; (iii) do not impair the Manager’s compliance with its duty to act in the best interests of the Funds; and (iv) include fixed components of remuneration. When applying the Remuneration Policy, the Manager will comply with the Regulations in a way, and to the extent, that is appropriate to the size, internal organisation and the nature, scope and complexity of the Manager’s activities.

Where the Manager delegates certain portfolio management and risk management functions in respect of a Fund, which it does to the Investment Manager, it may in its discretion decide the extent to which it will delegate portfolio management and risk management and accordingly the individual delegates may be afforded differing levels of responsibilities and remuneration.

The details of the Remuneration Policy (including how remuneration and benefits are calculated and the identity of persons responsible for awarding the remuneration and benefits) are available on [www.lordabbett.com/LordAbbettGlobalFunds](http://www.lordabbett.com/LordAbbettGlobalFunds) and a copy will be made available free of charge on request.

## **The Investment Manager**

The Manager has appointed the Investment Manager as the discretionary investment manager for all of the Funds pursuant to the Investment Management Agreement (further details of which are set out within the section “STATUTORY AND GENERAL INFORMATION: Material Contracts”). The Investment Manager is formed under the laws of Delaware as a limited liability company and is regulated by the SEC and the CFTC in the U.S.

The Investment Manager has extensive experience in managing assets for institutional and individual investors in the U.S.

The Investment Manager is responsible for managing the day-to-day undertaking of the Funds and is also responsible for making investment decisions on behalf of the Funds.

The Investment Manager may utilize the services of investment and other personnel of its direct and indirect subsidiaries for purposes of providing services to the Company (for example

investment research and order execution in various different time zones). The Investment Manager may execute, transact and otherwise carry out its functions, duties and obligations with or through any such investment and other such personnel. The Investment Manager shall remain responsible for the proper performance by such investment and other personnel. For the avoidance of doubt, any investment management functions will only be carried out by the Investment Manager or an investment manager that has been cleared by the Central Bank to perform in a discretionary manner and disclosed to Shareholders in accordance with the Central Bank requirements.

The Investment Manager may delegate certain investment management or advisory functions to investment advisers and details of such entities, where appointed, will be set out in the relevant Supplement for the relevant Fund or provided to Shareholders on request and will be published in the periodic reports.

### **The Administrator**

The Manager has appointed the Administrator as the Company's administrator pursuant to the Administration Agreement (further details of which are set out within the section "STATUTORY AND GENERAL INFORMATION: Material Contracts").

The Administrator, subject to the terms and conditions of the Administration Agreement and subject to the overall supervision of the Directors, is responsible for administration of the Company's affairs including calculating the Net Asset Value and the Net Asset Value per Share and the preparation of the accounts of the Company and is also responsible for processing subscription and redemption applications and transfer instructions received by the Company in respect of Shares; acting as registrar and transfer agent in respect of Shares and preparing and distributing annual reports to Shareholders.

The Administrator was incorporated as a limited liability company in Ireland on 29 March 1995 and is a wholly-owned subsidiary of Brown Brothers Harriman & Co. The Administrator has an issued and fully paid up share capital of USD 700,000. The Administrator is both authorised and regulated by the Central Bank.

### **The Depositary**

The Depositary has been appointed by the Company to act as depositary of all of the assets of the Company subject to the overall supervision of the Directors and subject to the terms and conditions of the Depositary Agreement (further details of which are set out within the section "STATUTORY AND GENERAL INFORMATION: Material Contracts").

The Depositary is a limited liability company incorporated in Ireland on 29 March 1995. The Depositary is a subsidiary of Brown Brothers Harriman & Co. and has shareholder equity in excess of USD 1,500,000.

The main activity of the Depositary is to act as depositary and trustee of the assets of collective investment schemes.

The Depositary will carry out the instructions of the Company and the Manager unless they conflict with the Regulations or the Constitution. The Depositary also is obliged to enquire into the conduct of the Company in each financial year and report thereon to the Shareholders.

The Depositary is responsible for the safe-keeping of all the assets of the Company. The key duties of the Depositary are to perform on behalf of the Company the depositary duties referred to in Regulations and the Delegated Regulations essentially consisting of:

- (a) monitoring and verifying the Company's cash flows;

- (b) safekeeping of the assets of the Company, including inter alia verification of ownership;
- (c) ensuring that the issue, redemption, cancellation and valuation of Shares are carried out in accordance with the Constitution and applicable law, rules and regulations;
- (d) ensuring that in transactions involving assets of the Company any consideration is remitted to the Company within the usual time limits;
- (e) ensuring that the Company's income is applied in accordance with the Constitution, applicable law, rules and regulations; and
- (f) carrying out instructions from the Investment Manager unless they conflict with the Constitution or applicable law, rules and regulations.

The Depositary may, however appoint any person or persons to be the sub-custodian of the assets of the Company. The Depositary has delegated its safekeeping functions in respect of financial instruments in custody to Brown Brothers Harriman & Co. ("BBH & Co."), its global sub-custodian, through which it has access to BBH & Co.'s global network of sub-custodians. The entities to whom safekeeping of the Fund's assets have been sub-delegated by BBH & Co. as at the date of this Prospectus are set out in Schedule V hereto. The liability of the Depositary shall not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. The Central Bank considers that in order for the Depositary to discharge its responsibility, the Depositary must (1) exercise all skill, care and diligence in selecting and appointing a third party as a sub-custodian so as to ensure that the sub-custodian has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned; (2) exercise all skill, care and diligence in review and monitoring of and supervision over the sub-custodian; (3) make appropriate enquiries from time to time to confirm that the obligations of the sub-custodian continue to be competently discharged; and (4) provide, on request, details of the criteria used to select sub-custodians and steps taken to monitor their activities.

The information in this section will be kept up to date and is available to Shareholders upon request.

### **The Distributors**

The Manager has appointed Lord Abbett Distributor LLC and Lord Abbett (UK) Ltd. as marketing and sales companies pursuant to the Distribution Agreements (further details of which are set out within the section "STATUTORY AND GENERAL INFORMATION: Material Contracts").

Lord Abbett Distributor LLC is a wholly owned subsidiary of the Investment Manager. Lord Abbett Distributor LLC is formed under the laws of New York as a limited liability company and is regulated by the SEC and FINRA in the U.S. It is a limited purpose broker-dealer that was formed solely for the purpose of serving as the distributor and principal underwriter for U.S. mutual funds sponsored by the Investment Manager and as placement agent for privately offered, commingled funds sponsored by the Investment Manager.

Lord Abbett (UK) Ltd. is a private limited company incorporated under the laws of England and is a wholly owned subsidiary of the Investment Manager. Lord Abbett (UK) Ltd. has been appointed by Duff & Phelps Securities Ltd., a private limited company incorporated under the laws of England, as its appointed representative and tied agent for the purpose of the Financial Conduct Authority rules.

The Distributors will be responsible for carrying out certain distribution and marketing activities in respect of the Company. The Distributors may also appoint Distribution Agents. The fees

and expenses of any Distribution Agents will be discharged by the Distributors or the Investment Manager out of their fees.

### **Paying Agents and Local Representatives**

The Manager or its duly authorised delegates may appoint such paying agents and local representatives as may be required to facilitate the authorisation or registration of the Company, any Fund and/or the marketing of any of its Shares in any jurisdictions. Where an investor chooses or is obliged under local regulations to subscribe/redeem via an intermediary entity rather than directly with the Administrator, the investor bears a credit risk against the intermediary entity with respect to (i) subscription payments prior to the transmission of such payment to the Depositary for the account of the Fund and (ii) redemption payments payable by such intermediate entity to the Shareholder. Local regulations in EEA countries may require the appointment of paying agents and the maintenance of accounts by such agents through which subscriptions and redemption monies may be paid. The fees of such paying agents and local representatives will be borne by the Company.

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## **FEES AND EXPENSES**

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### **Establishment Costs**

The preliminary expenses incurred in the establishment of each new Fund or Class will be charged to the relevant Fund and amortised over the first five financial years of that Fund's operation. The Directors may in their absolute discretion, following consultation with the Depositary, shorten the period over which said expenses are amortised.

This practice is not in accordance with International Financial Reporting Standards and, although this is not anticipated by the Directors, could lead to a divergence between the published Net Asset Value per Share, which is calculated in accordance with this Prospectus, and the Net Asset Value per Share included in the financial statements, which is calculated in accordance with International Financial Reporting Standards.

### **Directors' Remuneration**

The Constitution provides that the Directors shall be entitled to a fee by way of remuneration for their services at a rate to be determined from time to time by the Directors. However, Directors affiliated with the Investment Manager are not entitled to a fee. The aggregate amount of Directors' remuneration in any one year shall not exceed €100,000 without the approval of the Directors. All Directors will be entitled to reimbursement by the Company of expenses properly incurred in connection with the business of the Company or the discharge of their duties.

### **Service Provider Fees and Expenses**

Details of the fees and expenses of the Depositary, Administrator, Manager, Investment Manager and Distributors shall be set out in the Supplement for the relevant Fund.

### **Sales Charge and CDSC**

Details of any applicable sales charge or CDSC shall be specified in the Supplement for the relevant Fund and in the section: "SHARE CLASSES".

## Other Expenses

The Company will bear all costs and expenses incurred in relation to its ongoing operation including, without limitation, all its operating costs, expenses, or those incurred by the Manager, the Administrator, Company Secretary and the Depositary in connection with the ongoing management, administration and operation of the Company and other costs including but not limited to:

- (a) out-of-pocket expenses incurred by the Manager, the Depositary, Company Secretary and the Administrator in the performance of their duties to the Company on such basis as may be determined by the Directors from time to time;
- (b) all clerical expenses and stamp duty (other than any payable by an applicant for Shares or a Shareholder) or other tax or duty which may be levied or payable from time to time on or in respect of the Company, a Fund or any Class of Shares or on creation, issue or redemption of Shares or any Class Shares or arising in any other circumstance;
- (c) all brokerage, stamp, fiscal and purchase or fiscal and sale charges and expenses arising on any acquisition or disposal of investments;
- (d) all expenses incurred in relation to the registration of any investments into and transfer of any investments out of the name of the Company, the Manager, a Fund or the Depositary, or any sub-custodian or their nominees or the holding of any investment or the custody of investments and/or any documents or title thereto (including bank charges, insurance of documents of title against loss in shipment, transit or otherwise) and charges made by the registrar or agents of the Depositary or any sub-custodian for acceptance of documents for safe custody, retention and/or delivery;
- (e) all expenses incurred in the collection of income and administration of the Company;
- (f) all costs and expenses of Shareholders' meetings and preparing resolutions of Shareholders;
- (g) all taxation payable in respect of the holding of or dealings with or income from the Company's property and in respect of allocation and distribution of income to Shareholders other than tax of Shareholders or tax withheld on account of Shareholders' tax liability;
- (h) all commissions, charges, stamp duty, VAT and other costs and expenses of or incidental to any acquisition, holding, realisation or other dealing in investments of any nature whatsoever and including any non-U.S. exchange options, financial futures or of any other FDIs or the provision of cover or margin therefor or in respect thereof or in connection therewith;
- (i) all stationery, telephone, fax, printing, translation and postage costs in connection with the preparation, publication and distribution of the Net Asset Value, the Net Asset Value per Share, any cheques, warrants, tax certificates, statements, accounts and reports made, issued or dispatched;
- (j) all legal and other professional advisory fees incurred by the Company, including but not limited to the fees and expenses of the Company's auditors and company secretarial fees, and professional consulting fees;



- (k) any statutory fees payable, including any fees payable to the Companies Registration Office, the Central Bank or to any regulatory authority or fiscal authority in any country or territory, the costs and expenses (including legal, accountancy and other professional charges and printing costs) incurred in meeting on a continuing basis the notification, registration, tax reporting and costs of qualifying the Shares for favourable tax treatment in any of the jurisdictions where the Shares are marketed and other requirements of each such regulatory or fiscal authority, and any fees and expenses of representatives or facilities agents in any such other country or territory;
- (l) all fees and costs relating to a scheme of reconstruction and amalgamation (to the extent it has not been agreed that such expenses should be borne by other parties);
- (m) any interest on any borrowings of the Company;
- (n) all expenses and fees relating to any periodic update of the Prospectus or any other documentation relating to the Company;
- (o) expenses and fees related to any specialised risk management or research services or software utilised by the Investment Manager in managing the assets of the Company;
- (p) all fees and expenses of the Directors and any Directors' insurance premia;
- (q) the costs of winding up the Company, a Fund or terminating any Class; and
- (r) all costs and expenses incurred by the Company and any of their appointees which are permitted by the Constitution (including all set up expenses).

Notwithstanding the above, the Manager and/or the Investment Manager may in their discretion pay certain expenses on behalf of the Company.

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## SHARE CLASSES

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The following is a description of the Classes of Shares being offered. A more detailed description of the Classes of Shares offered for each Fund is described in the relevant Fund Supplement.

Shares can be either described as Distributing or Accumulating Shares. The Directors intend to distribute all of the distributable income attributable to Distributing Shares. No distribution of dividends shall be made for Accumulating Shares, and the income attributable to those Shares will be reflected in the increased value of the Shares.

The purchase proceeds of the various Share Classes of a Fund are invested in one common underlying pool of investments but the Net Asset Value of each Share Class will be different as a result of the differences in the issue price, fee structure, any currency hedging that is implemented and dividend policy.

In relation to Currency Classes other than those denominated in the Base Currency, the Net Asset Value of the Class concerned will be calculated and published in the Class Currency and subscription proceeds for such Classes are to be paid by Shareholders (and redemption proceeds are paid to redeeming Shareholders) in such Class Currency.

Class Currencies will either be designated as hedged Classes or will be unhedged and details of the treatment of both hedged Classes and unhedged Classes are set out in the section “Class Currency Hedging”.

### **Class A Shares and Class A1 Shares**

Class A and Class A1 Shares are offered to selected Distribution Agents appointed by the Investment Manager purchasing Class A and Class A1 Shares on behalf of their retail clients.

Class A and Class A1 Shares are available for distribution in the EU except to (i) entities providing independent advice (e.g., independent financial advisors) or portfolio management services or (ii) any client on whose behalf a foregoing entity is acting.

Class A and Class A1 Shares will be subject to an initial sales charge of up to 5% of the amount subscribed. Out of this charge, the Distribution Agents will retain a portion of the initial sales charge as it deems appropriate. The sales charge may be waived in whole or in part by the Distributor (or any Distribution Agent) either for individual Shareholders or a group of Shareholders. The balance of the amount subscribed after the deduction of any applicable sales charge will then be applied to the purchase of Shares in the relevant Fund. Purchases of Class A and Class A1 Shares are not subject to a CDSC. A portion of the fee charged for Class A and Class A1 Shares may be paid to Distribution Agents and/or platforms for certain administrative shareholder services to their clients and/or maintenance fees (where legally permissible).

If, in any country in which Shares are offered, local law or practice requires a lower sales charge than the charge stated above for any individual purchase order, the Distributor may sell Class A and Class A1 Shares, and may otherwise allow Distribution Agents to sell Class A and Class A1 Shares, within such country at a lower sales charge, if any, provided this is in accordance with the amounts permitted by the law or practice of such country.

### **Class AM Shares**

Class AM Shares are offered to certain Distribution Agents appointed by the Distributors purchasing on behalf of their retail clients. Class AM Shares may pay distributions out of capital. The rationale for providing for payment of distributions out of capital is to allow for the ability to consistently provide distributions to investors seeking an income-oriented investment. The relevant Fund is not obliged to communicate an expected distribution rate per share to Class AM Shareholders and prospective investors, and investors should note that any such rate may vary with market conditions. There can be no guarantee that any rate will be achieved, and in the event that there is insufficient distributable income or gains in the relevant Fund to meet a specific level, investors in the relevant Fund may receive no distribution or a lower level distribution. Distributions out of capital may have different tax implications to distributions of income and investors should seek advice in this regard. Investors in Class AM Shares should note that the payment of distributions out of capital will result in the capital of the relevant Fund being eroded and the value of future returns potentially being diminished. In this regard, distributions made during the life of the Class AM Shares should be understood as a type of capital reimbursement.

### **Class AZ Shares**

Class AZ Shares are only offered in limited circumstances by invitation to selected Distribution Agents that have entered into a contractual arrangement with the Distributor for the distribution of Shares and who meet the minimum and subsequent qualification requirements as established from time to time by the Investment Manager. Purchases of Class AZ Shares are not subject to an initial sales charge, CDSC, nor any servicing charge. A portion of the fee charged for Class AZ Shares may be paid to Distribution Agents and/or platforms for certain

administrative shareholder services to their clients and/or maintenance fees (where legally permissible).

Class AZ Shares are available for distribution in the EU except to (i) entities providing independent advice (e.g., independent financial advisors) or portfolio management services or (ii) any client on whose behalf a foregoing entity is acting.

### **Class C Shares**

Class C Shares may be offered for distribution through certain Distribution Agents at the discretion of the Distributor.

Purchases of Class C Shares are not subject to an initial sales charge upon acquisition of Class C Shares. However, Class C Shares are subject to a CDSC of 1% if an investor sells Shares within one (1) year of purchase. The manner in which the CDSC is calculated is more fully described in the section "Calculation of CDSC". Class C Shares are closed and are no longer open to new purchases.

### **Class I BRL Shares**

Class I BRL Shares are only offered to institutional investors which are collective investment schemes established in Brazil in certain limited circumstances at the discretion of the Distributor. Purchases of Class I BRL Shares are not subject to an initial sales charge, CDSC, nor any servicing charge.

A portion of the fee charged for Class I BRL Shares may be paid to Distribution Agents and/or platforms for certain administrative shareholder services to their clients and/or maintenance fees (where legally permissible).

### **Class IF Shares**

Class IF Shares may only be offered to institutional investors in certain limited circumstances and in certain limited jurisdictions, at the discretion of the Distributor.

Class IF Shares will only be available until the total Net Asset Value of all available Classes within a Fund reaches or is greater than USD 150,000,000 or any other amount as specifically determined by the Manager.

Once the total Net Asset Value of the Classes available in a Fund reaches or is greater than USD 150,000,000, or any other amount as specifically determined by the Manager, the Class IF Shares will be closed to new investors.

The Manager may in its discretion: (i) re-open the Class IF Shares without notice to Shareholders; and/or (ii) close Class IF Shares, permanently or on a temporary basis, to all subscriptions.

### **Class I Shares**

Class I Shares are only offered to institutional investors in certain limited circumstances at the discretion of the Distributor. Purchases of Class I Shares are not subject to an initial sales charge, CDSC, nor any servicing charge.

Class I Shares may be offered through Distribution Agents who: (i) are organised in the EU and have separate fee arrangements with their clients for the provision of discretionary portfolio management services; or (ii) are organised in the EU and have separate fee arrangements with their clients to provide advisory services on an independent basis; or (iii) are financial intermediaries rendering non-independent investment advice that are not

otherwise allowed to accept or retain commissions under the separate fee arrangement with their clients; or (iv) are otherwise organised outside of the EU and have been approved by the Investment Manager. No portion of the fee charged for Class I Shares will be paid to dealers or Distribution Agents organised in the EU or who are otherwise prohibited from accepting or retaining commissions, except for certain administrative services, platform and/or maintenance fees (where legally permissible).

### **Class J Shares**

Class J Shares are only offered in limited circumstances by invitation to selected Distribution Agents that have entered into a contractual arrangement for the distribution of Shares and who meet minimum qualification requirements and any other criteria as established from time to time by the Investment Manager. Purchases of Class J Shares are not subject to an initial sales charge, CDSC, nor any servicing charge.

No portion of the fee charged for Class J Shares will be paid to dealers or Distribution Agents.

### **Class N Shares**

Class N Shares may be offered for distribution in certain countries and/or through certain Distribution Agents at the discretion of the Distributor.

Class N Shares may be subject to an initial sales charge of up to 3% of the amount subscribed. Out of this charge, the Distribution Agents will retain a portion of the initial sales charge as it deems appropriate. The sales charge may be waived in whole or in part by the Distributor (or any Distribution Agent) either for individual Shareholders or a group of Shareholders. The balance of the amount subscribed after the deduction of any applicable sales charge will then be applied to the purchase of Shares in the relevant Fund. Purchases of Class N Shares are not subject to a CDSC. A portion of the fee charged for Class N Shares may be paid to Distribution Agents and/or platforms for certain administrative services to their clients and/or maintenance fees (where legally permissible).

### **Class Z Shares and Class Z1 Shares**

Class Z and Class Z1 Shares may be offered in certain limited circumstances through certain Distribution Agents having separate fee arrangements with their clients and to certain professional investors at the discretion of the Distributor. Purchases of Class Z and Class Z1 Shares are not subject to an initial sales charge, CDSC nor any servicing charge. A portion of the fee charged for Class Z Shares may be paid to such Distribution Agents (where permissible).

### **Calculation of CDSC**

The CDSC for Class C Shares is based on the lesser of the Net Asset Value of the Shares being sold or the Net Asset Value of those Shares when purchased. The calculation is made in the relevant Class Currency. To keep the CDSC as low as possible each time an instruction to sell Shares is placed, any Shares in the investor's holding not subject to a CDSC will be sold first. If there are not enough of these to meet the request, additional Shares will be sold in the order in which they were purchased. The amount of the CDSC is calculated by multiplying the Net Asset Value of the Shares being sold or the Net Asset Value when purchased (whichever is applicable) by the CDSC charge for Class C Shares (i.e., 1%).

The holding period for the purposes of applying a CDSC on Shares of a particular Fund acquired through the conversion of Shares in another Fund will be measured by the date that such Shares were originally acquired in the other Fund. Amounts accessed as a CDSC are paid to the Distributor. The CDSC may be waived in whole or in part by the Distributor in its

sole discretion either for individual investors or for particular groups of investors. The Company has committed to pay the CDSC to the Distributor at the rates set forth in this Prospectus net of any taxes. In case any taxes will be payable on set amounts, the amount of CDSC will be increased in the manner to ensure that the agreed amounts will be paid net to the Distributor. The Directors have no reason to believe that any taxes are due or levied on the CDSC.

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## **ADMINISTRATION OF THE COMPANY**

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The following is a description of the subscription and redemption process in relation to the Classes of Shares being offered.

### **Eligible Shareholders**

Shares in some of the Funds may be available for purchase by Benefit Plan Investors and/or a limited category of U.S. Persons that meet certain qualifications. For more information, please refer to the information set out in the Supplement for the relevant Fund.

### **How to Purchase Shares**

The terms and conditions applicable to the subscription for Shares including the initial offer period, the Initial Offer Price, the current offer price, minimum holding and minimum initial investment amounts are set out in the Supplement for the relevant Fund.

### **Subscriptions Following the Initial Offer Period**

Following the close of the initial offer period, investors may apply to subscribe for Shares in respect of each Dealing Day at the Subscription Price for the relevant Class calculated as of the Valuation Point in respect of the relevant Dealing Day.

The Subscription Price for the relevant Class will be calculated in accordance with the procedures referred to in the section "DETERMINATION OF NET ASSET VALUE: Calculation of Subscription and Redemption Prices".

Subsequent subscription requests may be processed by fax or by such other electronic means (including applications made via a Clearing System) as the Directors and/or the Manager and the Administrator shall approve, provided cleared funds in respect of the subscription are received by the Administrator no later than three Business Days after a Dealing Day or such earlier day and/or time as the Directors and/or the Manager may determine (in exceptional circumstances only) in respect of specific applications (the "Settlement Date") provided that the application is received prior to the First Valuation Point.

If payment for subscription orders is not received by the relevant Settlement Date, a subscription may be cancelled or the investor may be charged interest on the outstanding subscription monies at normal commercial rates. In such an event, the individual investor may be held liable for any loss to a Fund. The Directors and/or the Manager reserves the discretion to require receipt of subscription monies on the Dealing Day that the Shares are to be issued and the Directors and/or the Manager may exercise this discretion, for example, with respect to new investors in a Fund. In exercising this discretion, the Directors and/or the Manager will take into account legal considerations, timing matters and other considerations. Investors will be notified in advance, should the Directors and/or the Manager exercise this discretion.

The Directors may limit or close, permanently or on a temporary basis, subscriptions for Shares of a Fund or any Class in their discretion.

The Company may issue fractional Shares rounded to three decimal places. Fractional Shares shall not carry voting rights.

### **Subscription Procedure**

Application for Shares of each Class should be made by written application using the Application Form available from the Administrator, or by such other electronic means (including applications via a Clearing System) as the Directors and/or the Manager and the Administrator shall approve. Where application for Shares are made by written application, applicants should subscribe for Shares in accordance with the instructions contained in the Application Form. Signed Application Forms, duly completed, should be sent to the Company c/o the Administrator in accordance with the instructions contained in the Application Form.

It is the responsibility of the investor or his or her agent to ensure that Application Forms are correctly completed and monies submitted in accordance with the terms of this Prospectus. Applications not in accordance with the terms of the Prospectus may be rejected without notice. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of duly authorised written instructions from the relevant Shareholder, or in circumstances where the Shareholder's application was submitted via a Clearing System approved by the Administrator, by other electronic means. In such circumstances, original copies of such written instructions may be required. Applications will be irrevocable unless the Directors and/or the Manager otherwise agrees. Any subsequent application may be sent by fax or other electronic means. Applications by fax will be treated as definite orders and no application will be capable of withdrawal after acceptance by the Administrator.

### **Payment for Shares**

In accordance with the Constitution, the Company has established an Umbrella Cash Account in the name of the Company, through which subscription and redemption proceeds for the Funds will be channelled. The Manager will ensure that at all times the records of this account identifies the cash as belonging to the individual Funds of the Company. The Company has segregated liability between its Funds and accordingly in the event of the insolvency of a Fund, only investors that have subscribed for Shares in that particular Fund will be affected.

Where payment is accepted in a currency other than the relevant Class Currency, a currency conversion will take place on subscription at prevailing exchange rates and only the net proceeds (after deducting the conversion expenses) will be applied towards the purchase of Shares. This may result in a delay in processing the application. The value of the Shares expressed in the Class Currency will be subject to exchange rate risk in relation to the Base Currency.

The Company has standing arrangements in place for subscription monies to be paid by telegraphic transfer as specified in the Application Form available from the Administrator.

The Company is under no obligation to consider the allotment and issue of Shares to an applicant unless, in the case of applications in writing, it has received the relevant subscription documentation including the completed Application Form and all anti-money laundering requirements have been satisfied for initial applications and cleared funds no later than three Business Days after a Dealing Day or such earlier or later day and/or time as the Directors may determine (in exceptional circumstances only) in respect of specific applications or generally provided that the application is received prior to the First Valuation Point.

The Company reserves the right to reverse any allotment of Shares in the event of a failure by the Shareholder to settle the subscription monies by the Settlement Date. In such circumstances, the Company shall compulsorily redeem any Shares issued and the Shareholder shall be liable for any loss suffered by the Company in the event that the

redemption proceeds are less than the amount originally subscribed for. For the avoidance of doubt, the relevant Shareholder shall not be entitled to any profit arising from such a redemption of Shares in the event that the redemption proceeds are worth more than the amount originally subscribed for.

### **Right to Reject Applications**

The Directors reserve the right to reject any application in whole or in part, in which event the application monies or any balance thereof will be returned to the applicant without interest at its own risk within a reasonable period following the closing of the initial offer period, or, in respect of subsequent applications, the relevant Dealing Day. Where applications are accepted, notification of the allotment and issue of Shares of the relevant Classes will be sent as soon as possible after the closing of the initial offer period and following the completion of the Net Asset Value computation after the relevant Dealing Day for subsequent issues.

### **Anti-Money Laundering Procedures**

#### *Verification of Identity*

Measures aimed at the prevention of money laundering may require an applicant to provide verification of identity and the source of subscription monies and ultimate ownership of any funds used in connection with the investment(s) to the Administrator. The Administrator will notify applicants if additional proof of identity and source of funds is required. By way of example, an individual may be required to produce a copy of a passport or identification card together with evidence of the applicant's address, such as a utility bill or bank statement. In the case of corporate applicants, this may require production of a copy of the certificate of incorporation (and any change of name), by-laws, memorandum and articles of association (or equivalent), and the names and addresses of all directors and beneficial owners (who will be subject to any verification requirements that may be applicable).

Existing Shareholders may be required to provide additional or updated identification documents from time to time pursuant to the Company's ongoing client due diligence requirements relevant to anti-money laundering legislation.

The details given above are by way of example only and, regardless of the material produced by an applicant, the Administrator or the Company may request such additional information and documentation as they, in their absolute discretion, consider necessary to fully verify the identity or source of funds of an applicant and to establish the circumstances of the application.

#### *Right to Reject Applications for Anti-Money Laundering purposes*

In the event of delay or failure by an investor or applicant to produce any information required for verification purposes, the Administrator on behalf of the Company and the Directors may each refuse to accept the application and subscription monies and return all subscription monies or compulsorily redeem such Shareholder's Shares and/or payment of redemption proceeds and/or distribution proceeds and/or transfers may be delayed (no redemption proceeds will be paid if the Shareholder fails to produce such information). None of the Company, the Directors, the Manager, the Investment Manager or the Administrator shall be liable to the subscriber or Shareholder where an application for Shares is not processed or Shares are compulsorily redeemed or payment of redemption proceeds is delayed 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 will be obliged to refuse to pay or delay payment of redemption proceeds where the requisite information for verification purposes has not been produced by a Shareholder.

### *Right to Terminate Relationship for Anti-Money Laundering purposes*

In the event of failure by an investor or applicant to provide documentation required to complete verification purposes, the Administrator on behalf of the Company and the Directors may each terminate the relationship with such Shareholder and redeem the Shareholder's Shares. Where such failure to provide the requisite documentation is associated with a suspicion of money-laundering, the Administrator on behalf of the Company and the Directors will not be able to return said monies to the relevant former Shareholder until such time as the money laundering concerns are addressed.

### **Beneficial Ownership**

Applicants and investors should note that pursuant to the European Union (Anti-Money Laundering: Beneficial Ownership of Corporate Entities) Regulations 2016 (as may be amended from time to time), an investor may be required to disclose its ownership rights in the shares of each Fund and where such investor holds greater than 25% of the Shares of the Company, such investor's name shall be entered on a beneficial ownership register maintained by the Company or its delegates.

### **Written Confirmations of Ownership**

The Administrator shall be responsible for maintaining the Company's register of Shareholders in which all issues, redemptions, conversions, and transfers of Shares will be recorded. Written confirmations of ownership will be issued in relation to the Shares. Shares will be in registered form. The Administrator will not issue a Share certificate in respect of Shares. A Share may be registered in a single name or in up to four joint names. The register of Shareholders will be conclusive evidence of ownership and will be available for inspection by Shareholders upon reasonable notice at the registered office of the Company during normal business hours. A Shareholder may inspect only his entry on the register.

### **In Specie or In Kind Subscriptions**

The Directors, at their discretion, reserve the right to accept or reject subscriptions to be satisfied by way of in specie or in kind transfers of assets, the nature of which shall be within the investment policy and restrictions of the relevant Fund.

Any in specie or in kind subscription that meets the investment criteria will be valued by the Directors in accordance with the valuation procedures of the Company set out in the section "DETERMINATION OF THE NET ASSET VALUE."

The Directors reserve the right to decline to register any prospective investor on the register of Shareholders until the subscriber has been able to prove title to the assets in question and make a valid transfer thereof. Unless otherwise determined by the Directors, any in specie or in kind transfer will be at the investor's risk and the costs of such a transfer will be borne by the investor. Shares will not be issued until the investments have been vested or arrangements are made to vest the investments with the Depositary or its sub-custodian to the Depositary's satisfaction, and the number of Shares to be issued will not exceed the amount that would be issued if cash equivalent of investments had been invested and the Depositary is satisfied that the terms of such exchange shall not be such as are likely to result in any material prejudice to the existing Shareholders.

### **How to Redeem Shares**

Requests for redemption of Shares should be addressed to the Company c/o the Administrator so that an original repurchase request (which may be in writing, by fax, or such other electronic means in accordance with the requirements of the Central Bank) is received by the



Administrator no later than the Dealing Deadline. This notice period may be waived by the Directors and/or the Manager in exceptional circumstances provided the request is received prior to the First Valuation Point.

Requests for redemption by fax may only be processed where payment is made to the bank account specified in the Application Form (as may be amended in accordance with the procedures outlined under 'Subscription Procedure' above).

Other than in the event of a temporary suspension of the determination of the Net Asset Value, or where otherwise determined by the Directors and/or the Manager, requests for redemption once made may not be withdrawn.

Redemption requests are not required to be accepted or payment made in respect thereof unless cleared funds are received by the Administrator no later than three Business Days after a Dealing Day and completed documents (including in the case of redemption requests in writing, the Application Form and documentation relating to anti-money laundering prevention checks) are in place. No interest is payable to Shareholders in respect of any delay in paying such monies.

In circumstances where there is outstanding documentation on behalf of a Shareholder, the Administrator will process any redemption request received. However, as the investor upon redemption is no longer the holder of the Shares in the Fund the proceeds of that redemption shall remain as an asset held on behalf of the relevant Fund and the investor will rank as a general creditor of the Fund until such time as the Administrator is satisfied that its anti-money laundering procedures have been fully complied with, following which the redemption proceeds will be release. To avoid delays in the payment of redemption proceeds, issues in relation to outstanding documentation should be addressed promptly by investors.

The amount payable to a Shareholder upon redemption will be paid in the relevant Class Currency generally within three Business Days of the relevant Dealing Day and in any event within ten Business Days of the Dealing Deadline. A currency conversion will take place on redemption at prevailing exchange rates and the value of the Share expressed in the Class currency will be subject to exchange rate risk in relation to the Base Currency.

The Company will, if required by the laws of any relevant jurisdiction, make a withholding from any redemption proceeds payable to a redeeming Shareholder.

Partial redemptions of Shares may be effected. The Company will have the right compulsorily to redeem any holding of Shares where the Net Asset Value of that holding is less than the minimum holding applicable to the relevant Class (if any).

### **Deferral of Redemption Requests**

The Directors reserve the right to refuse to redeem Shares of the Company where the redemptions made and requested in respect of a Dealing Day would otherwise exceed 10% of the Net Asset Value of the relevant Fund as at such Dealing Day. If they so refuse, the requests for redemption on such Dealing Day shall all be reduced rateably and the Shares to which each request relates which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all the Shares to which the original request related have been redeemed.

The Constitution provides that the Directors may set limits on the number of Shares that the Company will be obliged to redeem lower than the prescribed levels outlined above, from time to time, in accordance with the requirements of the Central Bank. This power may be exercised by the Directors and acting in the best interests of Shareholders, with the consent of the Depositary, in extraordinary market circumstances.

## **In Specie or In Kind Redemptions**

The Directors may with the consent of the redeeming Shareholder satisfy any request for redemption of Shares in whole or in part by the transfer in specie or in kind to such Shareholder of assets of the Company having a value equal to the Redemption Price for the Shares redeemed as if the redemption proceeds were paid in cash less any expenses of the transfer. Where such request for redemption represents 5% or more of the Net Asset Value of the Company, the Directors may in their absolute discretion arrange to satisfy a redemption in whole or in part in specie or in kind by way of the transfer of shares, securities and/or other assets of the Company's portfolio having a value equal to the Redemption Price for the Shares redeemed as if the redemption proceeds were paid in cash. In this event the Company will, if requested, sell the assets on behalf of the Shareholder. The costs of effecting such transfer or sale shall be deducted from the redemption proceeds. In the case of a redemption in specie or in kind, the asset allocation will be subject to the prior approval of the Depositary in accordance with the requirements of the Central Bank.

## **Compulsory Redemption or Transfer**

The Company may compulsorily redeem all of the Shares of the Company if the Net Asset Value of the Company is less than USD 20,000,000 or compulsorily redeem all of the Shares of a Fund if the Net Asset Value of that Fund is less than USD 10,000,000.

The Company has the right at any time compulsorily to redeem or transfer Shares if in the reasonable belief of the Directors such Shares are acquired or held directly or beneficially by: (i) any person in breach of the law or requirements of any country or governmental authority by virtue of which such person is not qualified to hold Shares including without limitation any exchange control regulations; (ii) by any person who holds less than the minimum holding for the relevant Class (if any) or who does not supply any information or declaration required under the Constitution or the Application Form; (iii) where the continued ownership of such Shares by the Shareholder is deemed to be harmful or injurious to the business or reputation of the Company or a Fund; or (iv) by any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons, connected or not, or any other circumstance appearing to the Directors to be relevant) which in the opinion of the Directors might result in the Company or Fund or the Shareholders as a whole or of any Fund or Class incurring any liability to taxation or suffering legal, pecuniary, regulatory or material administrative disadvantage which the Company, the Fund or the Shareholders as a whole or of any Class might not otherwise have incurred or suffered.

Any such compulsory redemption or compulsory transfer shall, as determined by the Directors taking due account of the interests of the remaining Shareholders of a Fund or Class, be made at a price equal to the Redemption Price less interest accrued or costs or penalties, if any.

The Company may apply the proceeds of such compulsory redemption or transfer in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Shares by a Shareholder including any interest or penalties payable thereon. Each Shareholder will indemnify and keep the Company indemnified against loss arising to the Company by reason of the Company becoming liable to account for tax on the occurrence of an event giving rise to a charge to taxation.

## *Transfer of Shares*

All transfers of Shares shall be effected by transfer in writing in any usual or common form and every form of transfer shall state the full name and address of the transferor and the transferee. The instrument of transfer of a Share shall be signed by or on behalf of the transferor and the transferee and the form must be submitted to the Administrator in writing or

via fax. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Share register in respect thereof. Where the transferee is not an existing Shareholder in a Fund, the transferee must complete an Application Form and comply with the relevant anti-money laundering procedures.

The Directors may decline to register any transfer of Shares if in consequence of such transfer the transferor or transferee would hold less than the minimum holding for the relevant Fund (if any) or would otherwise infringe the restrictions on holding Shares outlined above or otherwise be inconsistent with the terms of this Prospectus. Transfers of Shares generally will not be permitted in the United States or to any U.S. Person except as permitted pursuant to an exemption under the 1933 Act. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than 30 days in any year. The Directors may decline to register any transfer of Shares unless the instrument of transfer is deposited at the registered office of the Company or at such other place as the Directors may reasonably require together with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

### **Withholdings and Deductions**

The Company may be required to account for tax on the value of the Shares redeemed or transferred at the applicable rate unless it has received from the transferor a declaration in the prescribed form confirming that the Shareholder is not an Irish resident or unless the Company has implemented equivalent measures acceptable to the Irish Revenue Commissioners prohibiting the sale of Shares to Irish resident investors in respect of whom it is necessary to deduct tax (see the section "TAXATION" below for further details). The Company reserves the right to redeem such number of Shares held by a transferor as may be necessary to discharge the tax liability arising therefrom. The Company reserves the right to refuse to register a transfer of Shares until it receives a declaration as to the transferee's residency or status in the form prescribed by the Irish Revenue Commissioners.

### **Conversion of Shares**

With the consent of the Directors, a Shareholder may convert Shares of one Fund or Class into Shares of another Fund or Class (if available) on any Valuation Day on giving notice to the Administrator in such form as the Company or its delegate may require subject to the following limitations:

- the Class C, I, N, and Z Shares cannot be converted into Class A Shares;
- the Class N Shares can only be converted into the Class N Shares of other Funds; and
- the Class A Shares may only be converted into the Class I Shares to the extent that the Shareholder is an institutional Shareholder and obtains the consent of the Directors.

Conversion is not intended to facilitate short-term or excessive trading. The conversion is effected by arranging for the redemption of Shares of one Fund and subscribing for the Shares of the other Fund with the proceeds.

Conversion will take place in accordance with the following formula:

$$NS = \frac{[(A \times B) - C]}{D}$$

where:

- NS = the number of Shares in the new Fund to be allotted;
- A = the number of the Shares in the original Fund to be converted;
- B = the Redemption Price of the Shares in the original Fund to be converted on the relevant Dealing Day;
- C = the currency conversion factor (if any) as determined by the Directors as representing the effective rate of exchange on the relevant Business Day between the Base Currency of the original Fund or Class Currency and the new Fund (where the base currencies or class currencies are different); and
- D = the Subscription Price per Share in the new Fund applicable to subscription applications received on the relevant Dealing Day.

If NS is not an integral number of Shares the Directors reserve the right to issue fractional Shares in the new Fund or Class or to return the surplus arising to the Shareholder seeking to convert the Shares.

The length of time for completion of a conversion will vary depending on the Funds involved and the time when the conversion is initiated. In general, the length of time for completion of a conversion will depend upon the time required to obtain payment of redemption proceeds from the Fund whose Shares are being acquired. As the conversion of Shares requires the consent of the Directors, once a request is made the need for such consent may result in Shares being converted on a Dealing Day subsequent to the Dealing Day on which the Shareholder initially wished to have the Shares converted. Any conversion will take place at prevailing exchange rates as the value of the Shares expressed in the Class Currency in which the Shareholder wishes to have the Shares converted to and will be subject to exchange rate risk in relation to the Base Currency.

### **Excessive Trading**

Investment in the Funds is intended for medium to long-term purposes only. The Company will take reasonable steps to seek to prevent excessive short-term trading. Excessive short-term trading (or market timing) into and out of a Fund or other abusive trading practices may disrupt portfolio investment strategies and may increase expenses, and adversely affect investment returns, for all Shareholders, including long-term Shareholders who do not generate these costs. The Company reserves the right to reject any application for Shares (including any conversion or transfer requests) by any investor or group of investors for any reason without prior notice, including, in particular, if it believes that the trading activity would be disruptive to a Fund. For example, the Company may refuse a subscription order (or to execute a transfer request) if the Investment Manager believes it would be unable to invest the money effectively in accordance with a Fund's investment policy or a Fund would otherwise be adversely affected due to the size of the transaction, frequency of trading or other factors change.

The trading history of accounts under common ownership or control may be considered in enforcing these policies. Transactions placed through the same financial intermediary on an omnibus basis may be deemed a part of a group for purposes of this policy and may be rejected in whole or in part by a Fund.

Transactions accepted by a financial intermediary in violation of the Company's excessive trading policy are not deemed accepted by the Company and may be cancelled or revoked by the Company on the next Business Day following receipt.

Investors should be aware that there are practical restraints both in determining the policy which is appropriate in the interests of long term investors, and in applying and enforcing such policy. For example, the ability to identify and prevent covert trading practices or short-term trading where investors act through omnibus accounts is limited. Also, investors such as fund of funds and asset allocation funds will change the proportion of their assets invested in a Fund in accordance with their own investment mandate or investment strategies. The Company will seek to balance the interests of such investors in a way that is consistent with the interests of long-term investors but no assurance can be given that the Company will succeed in doing so in all circumstances. For example, it is not always possible to identify or reasonably detect excess trading that may be facilitated by financial intermediaries or made difficult to identify by the use of omnibus accounts by those intermediaries.

The Company, (where possible from the reports provided by the Administrator to assist in the analysis), will endeavour to monitor “round trips”. A “round trip” is a redemption or conversion out of a Fund (by any means) followed by a purchase or conversion back into the same Fund (by any means). The Company may limit the number of round trips carried out by a Shareholder.

### **Data Protection Information**

Prospective investors should note that by completing the Application Form they are providing personal information, which may constitute Personal Data within the meaning of the Data Protection Legislation.

Where an investor’s details are provided to the Company as a consequence of its investment in the Company, then the Company, acting as a data controller may itself (or through one of its delegates) process such investor’s personal data or that of its directors, officers, employees and/or beneficial owners. The Administrator will also act as a data processor of an investor’s personal data in connection with the performance of its legal obligations as Administrator of the Company.

#### *Purposes of Processing and Legal Basis for Processing*

Personal data may be processed by the Company (and/or any of its delegates) for the following purposes and legal bases:

- operating the Funds, including managing and administering an investor’s holding in the relevant Fund and any related accounts on an on-going basis (i.e., for the performance of the Company’s contract with the investor);
- to comply with any applicable legal, tax or regulatory obligations, including legal obligations under company law, anti-money laundering legislation and financial services regulations;
- for any other legitimate business interests of the Company or a third party to whom the data is disclosed, where such interests are not overridden by the interests of a data subject, including for statistical analysis and market research purposes; or
- for any other specific purposes where investors have given their specific consent. Where processing of personal data is based on consent, the investors will have the right to withdraw at any time.

As part of the Company’s business and ongoing monitoring, the Company may from time to time carry out automated decision-making in relation to investors, including profiling of investors, and this may result in an investor being identified to the Irish Revenue

Commissioners and law enforcement authorities, and the Company terminating its relationship with such investor.

### *Recipients of Data*

The Company may disclose an investor's personal data for processing in accordance with the purposes discussed above to its service providers, including the Administrator and its affiliates, and other service providers engaged by the Company in connection with the oversight, safekeeping, distribution or operation of the Company. In addition, the Company may disclose personal data to competent authorities (including tax authorities), courts and bodies as required by law or requested or to affiliates for internal investigations and reporting.

### *International Transfer of Data*

The Company will not transfer an investor's 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. At present the Company transfers personal data to certain service providers in the United States.

In accordance with Article 46 of the GDPR and in situations where a country outside the EEA does not provide an adequate level of data protection, the Company has entered into standard contractual clauses approved by the European Commission with those service providers to ensure that any of an investor's personal data transferred outside the EEA is adequately protected. A copy of the GDPR standard contractual clauses can be obtained from the Company.

In addition, the Company has authorised the Administrator, acting as agent for the Company, to enter into standard contractual clauses to enable it to transfer data outside the EEA where necessary.

### *Retention Period*

The Company and the Administrator will retain an investor's personal data for a minimum period of 5 years from the date on which such investor redeems all of its Shares. In some circumstances it will be necessary to retain an investor's data for longer than this in order for the Company or the Administrator to perform the Services or because of statutory obligations to retain information, including anti-money laundering, counter-terrorism or tax legislation. The Company will take all reasonable steps to destroy or erase the data from its systems it is no longer required to retain.

### *Data Subject Rights*

Pursuant to the Data Protection Legislation, investors have the right to object to processing of their personal data by the Company in addition to the following rights:

- Right to access their personal data.
- Right to rectify their personal data.
- Right to restrict the use of their personal data.
- Right to request that their personal data is erased.
- Right to data portability (in certain specific circumstances).

Where the Company or the Administrator requires an investor's personal data to comply with AML or other legal requirements, failure to provide this information or subsequent objection to processing means the Company may not be able to accept the investor or maintain the investor as an investor in the Company and that the Company may require the investor to redeem its Shares. The Company will inform the investor when it requests the investor's information whether it is a statutory or contractual requirement to give the Company the information and the consequences of not providing the information.

Investors have the right to lodge a complaint with the Office of the Irish Data Protection Commissioner if they are unhappy with how their personal data is being handled. The Company's up-to-date Data Protection Notice is available on [www.lordabbett.com/LordAbbettGlobalFunds](http://www.lordabbett.com/LordAbbettGlobalFunds).

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## **DISTRIBUTION POLICY**

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Under the Constitution, the Directors are entitled to pay such dividends on any Class of Shares at such times as they think appropriate and as appear to be justified out of the profits of the relevant Fund.

The amount available for distribution in respect of any Accounting Period or part thereof shall be the net income of the relevant Fund (whether in the form of dividends, interest or otherwise) and/or net realised gains (i.e., realised gains net of realised and unrealised losses) or net realised and unrealised gains (i.e., realised and unrealised gains net of realised and unrealised losses) or capital during the Accounting Period, subject to such adjustments as may be determined by the Directors to be appropriate in accordance with the Constitution.

However, for any distributing Share Classes marked with a "1" (i.e., Class A1 and Class Z1), in calculating the amount of the dividend in respect of any Accounting Period or part thereof, the amount available for distribution in respect of any Accounting Period or part thereof shall be calculated with reference to the gross income attributable to the relevant Share Class (whether in the form of dividends, interest or otherwise) and the expenses of the Share Class in question will be reflected only in the capital value of the Shares and will not reduce the dividend paid.

Subject to the terms of the Supplement for each Fund, for all Accumulating Classes, the Directors intend to accumulate and to automatically reinvest all earnings, dividends and other distributions of whatever kind pursuant to the investment objectives and policies of the relevant Fund for the benefit of Shareholders in the relevant Fund.

Subject to the terms of the Supplement for each Fund, for all Distributing Classes, the Directors intend to declare and pay dividends monthly.

The Company will maintain an equalisation account with a view to ensuring that the level of dividends payable on Shares is not affected by the issue and redemption of such Shares during an Accounting Period. The Subscription Price of such Shares will therefore include an equalisation payment calculated by reference to the accrued income of the Fund and distributions in respect of any Shares will include a payment of capital usually equal to the amount of such equalisation payment. The Redemption Price of each Share will also include an equalisation payment in respect of the accrued income of the Company up to the date of redemption.

Any change to the distribution policy of a Fund will be notified in advance to Shareholders and will be noted in an addendum or a revision to the Prospectus or the Supplement for that Fund.

Shareholders resident in the United Kingdom that have invested in a Class which has reporting fund status should be aware that they may be treated as receiving taxable income for UK tax purposes even if sums are not actually distributed to them. UK Shareholders are referred to in the section "TAXATION: Taxation in the UK."

Any failure to supply the Company or the Administrator with any documentation requested by them for anti-money laundering purposes may result in a delay in the settlement of any dividend payments. In such circumstances, any sums payable by way of dividends to Shareholders shall remain an asset held on behalf of the Fund until such time as the Administrator is satisfied that its anti-money laundering procedures have been fully complied with, following which such dividend will be paid.

Any dividends payable (and not applied to the purchase of further Shares of the relevant Class) will be paid by electronic transfer at the Shareholder's risk, the cost of which will normally be passed on to the Shareholder, although the Directors have the discretion to determine that these charges should be borne by the relevant Fund. Payment of dividends may be withheld, without payment of interest, where the identity of the recipient has not been sufficiently established for anti-money laundering purposes in accordance with the procedures set out in the section "ADMINISTRATION OF THE COMPANY; Anti-Money Laundering Procedures".

No dividends, returns of capital or other amounts payable to any Shareholder shall bear interest against the Company.

All unclaimed amounts payable as aforesaid by the Company on behalf of the relevant Fund may be invested or otherwise made use of for the benefit of the relevant Fund until claimed. Payment by the Company of any unclaimed amount payable in respect of a Share into a separate account shall not constitute the Company a trustee in respect thereof. Any dividend or return of capital unclaimed after 6 years from the date when it first became payable shall be forfeited automatically and shall revert back to the relevant Fund, without the necessity for any declaration or other action by the Company.

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## DETERMINATION OF NET ASSET VALUE

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### Calculation of Net Asset Value

Except when the determination of the Net Asset Value has been temporarily suspended in the circumstances set out in the section "Temporary Suspension of Valuation of the Shares and of Sales and Redemptions" below, the Net Asset Value of the Company will be calculated as at the Valuation Point and rounding the resulting total to two decimal places (or such other number of decimal places as the Directors in consultation with the Administrator and the Investment Manager may determine) in respect of each Dealing Day or more frequently if required by the Directors.

The Net Asset Value of a Fund is the value of assets less the total liabilities of that Fund. These assets include the sum of all cash, accrued interest and the value of all investments held by the particular Fund which are in each case so attributable. Total liabilities include borrowings and amortised expenses, all accrued expenses and any contingencies (including tax) for which reserves are determined to be required which are in each case so attributable.

The method of calculating the value of the assets of a Fund is as follows:-

- (a) the value of an investment which is quoted, listed or normally dealt in on a Regulated Market shall be the last traded price (or



if no last traded price is available the latest mid-market price) on such Regulated Market as at the Valuation Point provided that:

- (i) if an investment is quoted, listed or normally dealt in on more than one Regulated Market, the Directors may, in their absolute discretion, select any one of such markets for the foregoing purposes (provided that the Directors have determined that such market constitutes the main market for such investment or provides the fairest criteria for valuing such securities) and once selected a market shall be used for future calculations of the Net Asset Value with respect to that investment unless the Directors (with the approval of the Depositary) otherwise determine;
  - (ii) in the case of any investment which is quoted, listed or normally dealt in on a Regulated Market but in respect of which for any reason, prices on that market may not be available at any relevant time, or, in the opinion of the Directors, may not be representative, the value thereof shall be the probable realisation value thereof estimated with care and in good faith by a competent person, firm or association (including the Investment Manager) appointed by the Directors and approved for the purpose by the Depositary; and
  - (iii) in the case of any investment which is quoted, listed or normally dealt in on a Regulated Market but which was acquired at a premium or at a discount outside or off the relevant market, the level of premium or discount at the date of valuation may be taken into account when valuing such investment provided the Depositary ensures that the adoption of such procedure is justifiable in the context of establishing the probable realisation value thereof.
- (b) the value of any investment which is not quoted, listed or normally dealt in on a Regulated Market shall be the probable realisable value estimated with care and in good faith by a competent person, firm or association (including the Manager/Investment Manager) appointed by the Directors and approved for the purpose by the Depositary;
- (c) the value of prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the full amount thereof 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;

- (d) the value of cash (in hand or deposit) is valued at face/nominal value plus accrued interest from the date on which the same were acquired or made;
- (e) the value of units or shares in collective investment schemes (other than those valued pursuant to paragraph (a) above) shall be valued at the latest available Net Asset Value as published by the relevant collective investment scheme or (if bid and offer prices are published) the latest published bid price;
- (f) the value of exchange traded FDIs shall be based on the settlement price, as determined by the market in question, as at the Valuation Point, provided that where it is not the practice for the relevant market to quote a settlement price or such settlement price is not available for any reason as at the Valuation Point, such value shall be the probable realisation value thereof estimated with care and in good faith by a competent person, firm or association (including the Manager/Investment Manager) appointed by the Directors and approved for the purpose by the Depositary;
- (g) the value of forward non-U.S. exchange contracts which are dealt on a Regulated Market shall be calculated by reference to freely available market prices at which a new forward contract of the same size, currency and maturity could be effected at the Valuation Point, provided that if such market price is not available for any reason, such value shall be calculated in the same manner as over the counter FDI outlined in paragraph (h) below;
- (h) the value of any over-the-counter ("OTC") FDI shall be:
  - (i) the valuation from the counterparty provided that such valuation is provided on a daily basis and verified at least weekly by a person independent of the counterparty and who is approved for the purpose by the Depositary; or
  - (ii) where an alternative valuation is used (i.e. a valuation that is provided by a competent person, firm or association (including the Investment Manager) appointed by the Directors and approved for that purpose by the Depositary, the valuation principles employed must follow best international practice established by bodies such as IOSCO (International Organisation for Securities Commission) and AIMA (the Alternative Investment Management Association). Any such valuation shall be reconciled to that of the counterparty on a monthly basis and if significant differences arise the Company shall arrange for these to be investigated promptly and seek explanations from the relevant parties.
- (i) the value of forward non-U.S. exchange and interest rate swap contracts shall be valued in accordance with paragraph (h)

above or, alternatively, by reference to freely available market quotations;

- (j) the value of certificates of deposit, where they do not fall under (a) above shall be valued if the Directors deem it necessary by reference to the latest available sale price for certificates of deposit of like maturity, amount and credit risk at the Valuation Point or, if such price is not available, at the latest bid price or, if such price is not available or is unrepresentative in the opinion of the Directors of the value of such certificates of deposit, at the probable realisation value estimated with care and in good faith by a competent person, firm or association (including the Manager/Investment Manager) appointed by the directors and approved for the purpose by the Depositary;
- (k) the value of short-term money market fund shall be valued using the amortised cost method of valuation only in relation to Funds which comply with the Central Bank's requirements for money market funds and where a review of the amortised cost method of valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's guidelines;
- (l) the value of Money Market Instruments in a non-money market fund shall be valued on an amortised basis in accordance with the Central Bank's requirements; and
- (m) the Directors may, with the approval of the Depositary, adjust the value of any investment if having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.

In the event of it being impossible or incorrect to carry out a valuation of a specific asset in accordance with the valuation rules set out in paragraph (a) to (m) above, or if such valuation is not representative of an asset's fair market value, the Directors (or their delegate) are entitled to use other generally recognised valuation methods in order to reach a proper valuation of that specific asset, provided that the Directors deem it necessary and any alternative method of valuation is approved by the Depositary.

The Net Asset Value of a Fund will be expressed in the Base Currency. The value of any assets or liabilities expressed in terms of currencies other than the Base Currency will be translated into the Base Currency of the relevant Fund at prevailing market rates as determined by the Administrator.

None of the Directors, the Company, the Manager, the Depositary, the Administrator or the Investment Manager shall have any liability in the event that any price or valuation used in good faith in connection with the above procedures proves to be an incorrect or an inaccurate estimate or determination of the price or value of any part of the property of the Company.

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

The Net Asset Value of a Fund calculated as provided above shall be allocated between each Class in accordance with the respective values in the Base Currency, represented by subscriptions and redemptions of Shares of each Class received or made from time to time and as further adjusted for any dividends paid.

Where different entitlements, costs or liabilities apply in respect of different Classes, these are for this purpose excluded from the initial calculation of the Net Asset Value and shall be applied separately to the Net Asset Value allocated to each relevant Class. The portion of the Net Asset Value attributable to each Class shall then be converted into the relevant Class Currency (if different) at prevailing exchange rates applied by the Administrator and shall be divided by the number of Shares of the relevant Class in issue as at the relevant Valuation Point in order to calculate the Net Asset Value per Share of the relevant Class.

### **Publication of the Prices of the Shares**

The most-up-to-date Net Asset Value per Share of each Fund and the Bloomberg ticker codes will be made available on the Company's website [www.lordabbett.com/LordAbbettGlobalFunds](http://www.lordabbett.com/LordAbbettGlobalFunds) on each Dealing Day. In addition, the most-up-to-date Net Asset Value per Share of each Fund is available on request from the Administrator during normal business hours.

### **Swing Pricing Adjustment**

A Fund may experience reductions of the Net Asset Value per Share due to investors purchasing, selling and/or switching in and out of a Fund at a price that does not reflect the dealing costs associated with the trading of the underlying assets of the Fund necessary to accommodate associated cash inflows or outflows.

In order to counter this dilution effect and protect Shareholders' interests, a swing pricing mechanism has been adopted by the Company as part of its valuation policy to counter the impact of such trading.

Accordingly, if the aggregate of net investor transactions in Shares of a Fund on any given Valuation Day exceed a pre-determined threshold for such Fund (determined as a percentage of the net assets of that Fund from time to time by the Investment Manager), then the Net Asset Value per Share may be adjusted upwards or downwards to reflect the costs attributable to such net inflows or outflows, respectively. The relevant threshold for swing pricing shall be calculated based on objective criteria and may be adjusted from time to time. The Directors and the Manager have delegated responsibility for the determination of such threshold and criteria to the Investment Manager.

The Swing Pricing Policy provides that any determination to apply swing pricing will be based on the latest available information pertaining to the aggregate level of relevant transactions at the time of calculation of the Net Asset Value.

The swing pricing mechanism may be applied across all Funds. The extent of the price adjustment will be revised by the Investment Manager on a periodic basis to reflect an approximation of current dealing and other relevant costs, as well as market spreads. Such adjustment may vary from Fund to Fund and will not exceed 2% of the original Net Asset Value per Share. The Net Asset Value per Share of each Share Class in a Fund will be calculated separately but any adjustment will affect the Net Asset Value per Share of each Share Class in a Fund identically in percentage terms.

Details of any such price adjustments are available on request from the Company at its registered office.

## Calculation of Subscription and Redemption Prices

### *Subscription Prices*

The price at which Shares of each Class may be subscribed on a Dealing Day is the Subscription Price per Share of the relevant Class calculated as at the Valuation Point in respect of the relevant subscription Dealing Day.

The Subscription Price per Share of each Class is ascertained by:-

- (a) determining the Net Asset Value per Share of the relevant Class as at the Valuation Point for the relevant Dealing Day;
- (b) applying any relevant adjustment in accordance with the Swing Pricing Policy applicable on the relevant Dealing Day;
- (c) adding thereto a provision for Duties and Charges, if the Directors so determine;
- (d) if applicable, a provision for an equalisation payment in respect of accrued income; and
- (e) in the event of subscription applications exceeding redemption requests for any Dealing Day, and if the Directors so determine, adding thereto such provision representing an Anti-Dilution Levy to provide for dealing costs and preserve the value of the underlying assets of the relevant Fund as the Directors may determine.

### *Redemption Prices*

The price at which Shares may be redeemed on a Dealing Day is the Redemption Price per Share of the relevant Class calculated as at the Valuation Point in respect of the relevant redemption Dealing Day.

The Redemption Price per Share of the relevant Class is ascertained by:-

- (a) determining the Net Asset Value per Share of the relevant Class as at the Valuation Point for the relevant Dealing Day;
- (b) applying any relevant adjustment in accordance with the Swing Pricing Policy applicable on the relevant Dealing Day;
- (c) deducting therefrom a provision for Duties and Charges, if the Directors so determine;
- (d) if applicable, a provision for an equalisation payment in respect of accrued income; and
- (e) in the event of requests for redemption exceeding subscription applications for the Company on any Dealing Day, and if the Directors so determine, deducting therefrom such provision representing an Anti-Dilution Levy to provide for dealing costs and preserve the value of the underlying assets of the relevant Fund as the Directors determine.

The Subscription Price and the Redemption Price of Shares of each Class is available from the Administrator on request.

### **Temporary Suspension of Valuation of the Shares and of Sales and Redemptions**

The Company may temporarily suspend the determination of the Net Asset Value and the sale or redemption of Shares in the Company or any Fund during:

- (a) any period (other than ordinary holiday or customary weekend closings) when any market or Regulated Market is closed which is the main market for a significant part of a Fund's investments, or when trading thereon is restricted or suspended;
- (b) any period during which disposal or valuation of investments which constitute a substantial portion of the assets of a Fund is not practically feasible or if feasible would be possible only on terms materially disadvantageous to Shareholders;
- (c) any period when, in the opinion of the Directors, for any reason the prices of any investments of a Fund cannot be reasonably, promptly, or accurately ascertained by the Administrator;
- (d) any period when remittance of monies which will, or may, be involved in the realisation of, or in the payment for, investments of a Fund cannot, in the opinion of the Directors, be carried out at normal rates of exchange;
- (e) any period when the volume of requests for the redemption of Shares on any Dealing Day would, in the opinion of the Directors, require the sale of a substantial proportion of the liquid assets of the portfolio of the Fund to the detriment of the remaining Shareholders;
- (f) any period when, in the opinion of the Directors, for any reason the latest Net Asset Value preceding the notice of suspension is determined not to be reliable;
- (g) any period when proceeds of the sale or redemption of the Shares cannot be transmitted to or from a Fund's account;
- (h) any period following the service on the Shareholders of a notice to consider a resolution to wind up the Company or close a Fund;
- (i) upon mutual agreement between the Company and the Depositary for the purpose of winding up the Company; or
- (j) any other reason makes it impossible or impracticable to determine the value of a substantial portion of the investments of the Company.

Notice of any such suspension and notice of the termination of any such suspension shall be published by the Company in such manner as the Directors may deem appropriate to notify the persons likely to be affected thereby and given without delay and in any event within the

same Business Day to the Central Bank. All reasonable steps will be taken to bring a period of suspension to an end as soon as possible.

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## CONFLICTS OF INTEREST

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The Manager, the Investment Manager, the Administrator and the Depositary, any of their respective directors, members, officers, employees, agents and affiliates and the Directors and any person or company with whom they are affiliated or by whom they are employed (each an “Interested Party”) may be involved in other financial, investment or other professional activities which may cause conflicts of interest with the Company. In particular, Interested Parties may provide services similar or identical to those provided to the Company to other entities and shall not be liable to account for any profit earned from any such services. The Directors shall endeavour to procure that such parties shall at all times have due regard to their duties owed to the Company. For example, an Interested Party may acquire investments in which a Fund may invest on behalf of other clients and the Interested Party. However, where the Investment Manager could (i) allocate an investment between two or more funds or accounts which it manages (including a Fund) or (ii) make a disposal of investments held by two or more such funds or accounts, it will act fairly as between the relevant funds or accounts in making such allocation or disposal, having regard to, inter alia, factors such as cash availability and portfolio balance. In addition, other client accounts and Interested Parties may take differing or opposite transaction for accounts.

A Fund may acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person.

An Interested Party may provide professional services to the Company (provided that no Interested Party shall act as auditor to the Company) or hold Shares and buy, hold and deal in any investments for their own accounts notwithstanding that similar investments may be held by a Fund. An Interested Party may contract or enter into any financial or other transaction with any Shareholder or with any entity any of whose securities are held by or for the account of a Fund, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions to which it or he is contractually entitled in relation to any sale or purchase of any investments of a Fund effected by it for the account of a Fund, provided that in each case the terms are no less beneficial to a Fund than a transaction involving a disinterested party and any commission shall be in line with market practice.

Where the “competent person” valuing unlisted securities is a related party to the Company possible conflict of interests which may arise include the fact that a valuation provided by that entity may result in it obtaining a higher fee where its fee is based on a percentage of the Net Asset Value of the Company. Where it is a party related to the OTC counterparty (which, in accordance with the requirements of the Central Bank, constitutes an independent unit within the counterparty’s group and which does not rely on the same pricing models employed by the counterparty) possible conflicts of interest which may arise include the fact that a valuation provided by that entity may result in a greater or lesser exposure for the counterparty, including related margin requirements. In these scenarios reconciliations will take place on a monthly basis and significant differences arising will be promptly investigated and explained at that stage but accordingly there is a risk of differences arising and persisting in the interim leading to the risks highlighted above.

There is no prohibition on transactions with the Company by Interested Parties including, without limitation, holding, disposing or otherwise dealing with Shares issued by or property of the Company and none of them shall have any obligation to account to the Company for any profits or benefits made by or derived from or in connection with any such transaction provided

that such transactions are consistent with the best interests of the Company and Shareholders in a Fund, dealings are carried out on an arm's length basis and are subject to:

- (a) a certified valuation by a person approved by the Depositary (or, in the case of a transaction entered into by the Depositary, the Directors) as independent and competent; or
- (b) execution on best terms on an organised investment exchanges under their rules; or
- (c) where (a) and (b) are not practical, execution on terms which the Depositary is (or, in the case of a transaction entered into by the Depositary, the Directors are) satisfied conform with the principle that such transactions be carried out as if negotiated at arm's length and in the best interests of Shareholders.

The Depositary, or the Company in the case of transactions involving the Depositary, must document how it complied with paragraphs (a), (b) or (c). Where transactions are conducted in accordance with paragraph (c), the Depositary, or the Company in the case of transactions involving the Depositary, must document their rationale for being satisfied that the transaction confirmed to the principles outlined here.

In the event of a conflict of interest arising, the Directors will endeavour to ensure that it is resolved fairly. There are no other agreements in place involving the Directors acting in a personal capacity other than those disclosed in this document.

The Investment Manager may, in the course of its business have potential conflicts of interest with the Company and/or the Manager. The Investment Manager will, however, have regard in such event to its obligations under its Investment Management Agreement with the Manager and, in particular, to its obligations to act in the best interests of the Company and/or the Manager so far as practicable, having regard to its obligations to other clients, when undertaking any investments where conflicts of interest may arise and will use best efforts to resolve such conflicts fairly.

The Investment Manager has adopted a policy intended to restrict and monitor all personal trading by the employees of the Investment Manager in order to ensure that there is no conflict between such personal trading and the interests of the investment funds managed by the Investment Manager and the Investment Manager's other clients.

The Investment Manager may enter into referral arrangements whereby it pays a fee for the referral of a client to the Investment Manager or to the Fund. No such payments will be made unless the referred investors are advised of the arrangement and all applicable securities laws are complied with.

From time to time conflicts may arise between the Depositary and the delegates, for example where an appointed delegate is an affiliated group company which receives remuneration for another custodial service it provides to the Company. In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will have regard to the applicable laws.

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## **SOFT COMMISSIONS**

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It is the Manager's and Investment Manager's policy to seek to obtain best execution on all client transactions over which the Investment Manager exercises discretion. However, under



certain circumstances, consistent with applicable law and regulation, the Manager and Investment Manager's may select broker-dealers that furnish the Manager and Investment Manager's with proprietary and third-party brokerage and research services in connection with commissions paid on transactions placed for client accounts (including for the Funds). The Manager and Investment Manager's has entered into client commission arrangements with a number of broker-dealers that it selects to execute client transactions from time to time. These client commission arrangements provide for the broker-dealers to pay a portion of the commissions paid by eligible client accounts for securities transactions to providers of certain research services designated by the Investment Manager. Soft commission arrangements occur when brokers have agreed to provide other services (relating to research and trade execution) at no cost to the Investment Manager in exchange for brokerage business from the Investment Manager's managed accounts and investment funds. Although the broker-dealers involved in these soft commission arrangements do not necessarily charge the lowest brokerage commissions, the Investment Manager will nonetheless enter into such arrangements where the broker-dealers have agreed to provide best execution and/or the value of the research and other services exceeds any incremental commission costs. Details of any such soft commission arrangements will be disclosed in the periodic reports of the relevant Fund.

The Manager and Investment Manager's may enter into soft commission arrangements in accordance with all applicable law and with industry standards when it is of the view that the arrangements enhance the quality of the provision of the investment services to the Company. While such arrangements are designed to be for the benefit of its clients, not all soft commission arrangements will benefit all clients at all times.

In selecting brokers or dealers to execute transactions and negotiating their commission rates, the Fund is expected to consider one or more of such factors as price, execution capabilities, reputation, reliability, financial resources, the quality of research products and services and the value and expected contribution of such services to the performance of the Fund. It may not be possible to place a dollar value on information and services received from brokers and dealers, as they only supplement the research efforts of the Fund. If the Fund determines in good faith that the amount of the commissions charged by a broker or dealer is reasonable in relation to the value of the research products or services provided by such broker or dealer, the Fund may pay commissions to such broker or dealer in an amount greater than the amount another broker or dealer might charge.

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## TAXATION

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*The following is of a general nature and does not purport to deal with all of the tax consequences applicable to the Company or to all categories of investors, some of whom may be subject to special rules. Shareholders and potential investors should consult their Professional Advisors concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of the Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile, and in the light of their particular circumstances.*

*Distributions and interest receipts as well as capital gains 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. If this position changes in the future and the application of a lower rate results in a repayment to the Company, the Net Asset Value will not be re-stated and the benefit will be allocated to the existing Shareholders rateably at the time of the repayment.*

*The following general statements on taxation are based on advice received by the Directors regarding the law and practice in force in Ireland, United States and the United Kingdom at the date of this Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the date of this Prospectus will apply at any other date.*

## **TAXATION IN IRELAND**

### **Taxation of the Company**

The Company intends to conduct its affairs so that it is resident in Ireland for tax purposes. On the basis that the Company is Irish tax resident, the Company qualifies as an ‘investment undertaking’, as defined in Section 739B(1) of the Taxes Acts and, consequently, is exempt from Irish tax on its income and gains. On the basis that the Company is a UCITS it is outside the scope of Part 27 Chapter 1B of the Taxes Acts dealing with Irish real estate funds.

However, tax can arise on the happening of a “chargeable event” in the Company. A chargeable event includes:

- a payment to Shareholders or any encashment, redemption, cancellation or transfer of Shares;
- the appropriation or cancellation of Shares of a Shareholder by the Company for the purposes of meeting the amount of the tax payable on a gain arising on a transfer of an entitlement to a Share; and
- on the eighth anniversary of a Shareholder acquiring Shares and every subsequent eighth anniversary (“Deemed Disposals” as outlined below) regardless of whether the Shares have been encashed, redeemed, cancelled or transferred.

No tax will arise on the Company in respect of chargeable events in respect of a Shareholder who is neither Irish resident nor Irish ordinarily resident at the time of the chargeable event (a “Non-Irish Shareholder”) provided that a Relevant Declaration is in place and the Company is not in possession of any information which would reasonably suggest that the information contained therein is not or is no longer materially correct, or provided a written notice of approval from the Irish Revenue Commissioners to the effect that a Relevant Declaration is deemed to be in place has been provided to the Company and not withdrawn. In the absence of a Relevant Declaration, or a written notice of approval from the Revenue Commissioners, there is a presumption that the Shareholder is Irish resident or Irish ordinarily resident and shall be treated as an Irish Taxable Shareholder (as outlined below).

A chargeable event does not include:

- an exchange by a Shareholder, effected by way of an arm’s length bargain where no payment is made to the Shareholder, of Shares in the Company for other Shares in the Company;
- any transactions (which might otherwise be a chargeable event) in relation to Shares held in a Recognised Clearing System as designated by order of the Irish Revenue Commissioners;
- a transfer by a Shareholder of the entitlement to a Share where the transfer is between spouses/civil partners and former spouses/civil partners, on the occasion of judicial separation, decree of dissolution and/or divorce as appropriate;

- an exchange of Shares arising on a qualifying amalgamation or reconstruction of the Company with another investment undertaking (within the meaning of Section 739H or Section 739HA of the Taxes Act);
- any exchange of Shares arising on a scheme of amalgamation or reconstruction (within the meaning of Section 739D(8C) of the Taxes Act), subject to certain conditions;
- any exchange of Shares arising on a scheme of migration and amalgamation (within the meaning of Section 739D(8D) of the Taxes Act), subject to certain conditions; or
- any transaction in relation to, or in respect of, relevant Shares in an investment undertaking which transaction only arises by virtue of a change of court funds manager for that undertaking.

If the Company becomes liable to account for tax where a chargeable event occurs, the Company shall be required to deduct from the payment arising on a chargeable event an amount equal to the appropriate tax and/or where applicable, to appropriate or cancel such number of Shares held by the Shareholder or the beneficial owner of the Shares as are required to meet the amount of tax. The relevant Shareholder shall indemnify and keep the Company indemnified against loss arising to the Company by reason of the Company becoming liable to account for tax on the happening of a chargeable event if no such deduction, appropriation or cancellation has been made.

To the extent tax arises on a Deemed Disposal chargeable event, such tax will be allowed as a credit against any tax payable on the subsequent encashment, sale, cancellation or transfer of the relevant Shares. In relation to Irish Taxable Shareholders (being an Irish resident or Irish ordinarily resident Shareholder which is not an Exempt Irish Shareholder as outlined below), the Company has the option of electing to value the Shares at bi-annual dates (meaning 30 June or 31 December) rather than at the date of the Deemed Disposal itself. Therefore, the Company, may make an irrevocable election to allow the Shares in the calculation of the gain on a Deemed Disposal for Irish Taxable Shareholders to be valued at the later of the previous 30 June or 31 December prior to the date of the Deemed Disposal rather than at the date of the deemed disposal itself.

Where less than 10% of the net asset value of Shares in the Company, or a relevant Fund, is held by Irish Taxable Shareholders, the Company may elect not to deduct tax from any gain arising from a Deemed Disposal of Shares in the Company provided it has advised the Irish Revenue Commissioners of this election, and provides the relevant details in relation to the Irish Taxable Shareholders to the Irish Revenue Commissioners, in accordance with the legislative requirements. Where the Company intends to make this election, it must notify all Irish Taxable Shareholders, who will then be required to account for the tax liability arising on a self-assessment basis.

Where less than 15% of the net asset value of Shares in the Company, or a relevant Fund, is held by Irish Taxable Shareholders the Company may elect not to repay Shareholders any overpaid tax (should an excess payment of tax arise on the redemption of Shares as a result of tax paid on an earlier Deemed Disposal) and as such Shareholders must seek repayment of any overpaid tax directly from the Irish Revenue Commissioners. Shareholders should contact the Company/Administrator to ascertain whether the Company has made such an election in order to establish whether they must seek repayment of any overpaid tax directly from the Irish Revenue Commissioners.

Please see the "Taxation of Shareholders" section below dealing with the tax consequences for the Company and the Shareholders of chargeable events in respect of:-

- Non-Irish Shareholders;

- Exempt Irish Shareholders; and
- Irish Taxable Shareholders.

Dividends received by the Company from investment in Irish equities may be subject to Irish dividend withholding tax, currently at the rate of 25%. However, the Company can make a declaration to the payer that it is an investment undertaking within the meaning of Section 739B of the Taxes Act beneficially entitled to the dividends which will entitle the Company to receive such dividends without deduction of Irish dividend withholding tax.

Pursuant to Section 891C of the Taxes Act and the Return of Values (Investment Undertakings) Regulations 2013, the Company is obliged to report certain details in relation to Shares held by Irish Taxable Shareholders to the Irish Revenue Commissioners on an annual basis. The details to be reported include the name, address and date of birth if on record of, and the investment number associated with and the value of the Shares held by, a Shareholder. In respect of Shares acquired on or after 1 January 2014, the details to be reported also include the tax reference number of the Shareholder (being an Irish tax reference number or VAT registration number, or in the case of an individual, the individual's PPS number) or, in the absence of a tax reference number, a marker indicating that this was not provided. These provisions do not require such details to be reported in respect of Shareholders who are Non-Irish Shareholders, Exempt Irish Shareholders or Shareholders whose Shares are held in a Recognised Clearing System.

Defined terms relevant to this section are set out under "Meaning of Terms and Definitions" below.

## **Taxation of Shareholders**

### **Non-Irish Shareholders**

The Company will not deduct any Irish tax on the occurrence of a chargeable event (as described above) in respect of Shares of a Non-Irish Shareholder (being a Shareholder who is neither Irish resident nor Irish ordinarily resident at the time of the chargeable event) provided a Relevant Declaration has been received by the Company confirming the Shareholder's non-resident status, in advance of the relevant chargeable event, or the Company is in possession of a written notice of approval from the Irish Revenue Commissioners to the effect that a Relevant Declaration is deemed to be in place, which has not been withdrawn. An Intermediary may also be regarded as a Non-Irish Shareholder.

If a Relevant Declaration is not received by the Company in advance of the chargeable event, the Company will deduct Irish tax in respect of the Shareholder's Shares as if the Shareholder was an Irish Taxable Shareholder (see below). The Company will also deduct Irish tax if the Company has information which reasonably suggests that a Shareholder's declaration is incorrect. A Shareholder will generally have no entitlement to recover such Irish tax, unless the Shareholder is a company and holds the Shares through an Irish branch and in certain other limited circumstances. The Company must be informed if a previously Non-Irish Shareholder becomes Irish tax resident.

Generally, Non-Irish Shareholders will have no other Irish tax liability with respect to their Shares. However, if a Shareholder is a company which holds its Shares through an Irish branch or agency, the Shareholder may be liable to Irish corporation tax in respect of profits and gains arising in respect of the Shares (on a self-assessment basis).

## Exempt Irish Shareholders

Where a Shareholder is resident (or ordinarily resident) in Ireland for Irish tax purposes and falls within any of the categories listed in Section 739D(6) of the Taxes Act (an “Exempt Irish Shareholder”), the Company will not deduct Irish tax on the occurrence of a chargeable event in respect of the Shareholder’s Shares provided a Relevant Declaration has been received by the Company confirming the Shareholder’s exempt status, in advance of the relevant chargeable event. An Intermediary may also be regarded as an Exempt Irish Shareholder.

If a Relevant Declaration is not received by the Company in respect of a Shareholder, the Company will deduct Irish tax in respect of the Shareholder’s Shares as if the Shareholder was an Irish Taxable Shareholder. A Shareholder will generally have no entitlement to recover such Irish tax, unless the Shareholder is a company within the charge to Irish corporation tax and in certain other limited circumstances.

The categories listed in Section 739D(6) of the Taxes Act can be summarised as follows:

1. Pension schemes which are an exempt approved scheme (within the meaning of Section 774, Section 784 or Section 785 of the Taxes Act) or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies.
2. Companies carrying on life assurance business (within the meaning of Section 706 of the Taxes Act).
3. Investment undertakings (within the meaning of Section 739B of the Taxes Act).
4. Investment Limited Partnerships (within the meaning of Section 739J of the Taxes Act).
5. Special investment schemes (within the meaning of Section 737 of the Taxes Act).
6. Unauthorised unit trust schemes (to which Section 731(5)(a) of the Taxes Act applies).
7. Charities (within the meaning of Section 739D(6)(f)(i) of the Taxes Act).
8. Qualifying managing companies or specified companies (within the meaning of Section 739B(1) of the Taxes Act).
9. Persons entitled to exemption from income tax and capital gains tax under Section 784A(2) of the Taxes Act where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund.
10. Personal Retirement Savings Account (PRSA) administrators (within the meaning of Section 739D(6)(i) of the Taxes Act).
11. Irish credit unions (within the meaning of Section 2 of the Credit Union Act 1997).
12. Irish resident companies (being a company within the meaning of Section 739D(6)(k)(l) of the Taxes Act) investing in money market funds.
13. The National Asset Management Agency.
14. The National Treasury Management Agency or a Fund investment vehicle (within the meaning of Section 739(6)(kb) of the Taxes Act).
15. 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).

16. Qualifying companies (within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act).

17. Any other person resident (or ordinarily resident) in Ireland as may be approved by the Directors from time to time provided the holding of Shares by such persons 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 Taxes Act.

### **Irish Taxable Shareholders**

To the extent any Shares are not held in a Recognised Clearing System at the time of a chargeable event, the following tax consequences will arise on a chargeable event in respect of Shares held by an Irish Taxable Shareholder, who is not an Exempt Irish Shareholder.

For Irish Taxable Shareholders the Company will deduct Irish tax on distributions, redemptions and transfers and, additionally, on 'Deemed Disposal' chargeable events, as described below.

#### *Distributions by the Company*

If the Company pays a distribution to an Irish Taxable Shareholder, the Company will deduct Irish tax from the distribution. The amount of Irish tax deducted will be:

1. 25% of the distribution, where the distributions are paid to a Shareholder who is a company, provided the Company has received from the corporate Shareholder confirmation of its Irish corporate tax reference number in advance of the payment of the distribution; and
2. 41% of the distribution for all other Irish Taxable Shareholders.

The Company will pay this deducted tax to the Irish Revenue Commissioners. Generally, a Shareholder will have no further Irish tax liability in respect of the distribution.

If the Shareholder is a company for which the distribution is a trading receipt, the gross distribution (including the Irish tax deducted) will form part of its taxable income for self-assessment purposes (subject to Irish corporation tax at the rate of 12.5%) and the Shareholder may set off the deducted tax against its corporation tax liability.

#### *Redemptions of Shares*

If the Company redeems Shares held by an Irish Taxable Shareholder, the Company will deduct Irish tax from the redemption payment made to the Shareholder. The amount of Irish tax deducted will be calculated by reference to the gain (if any) which has accrued to the Shareholder on the Shares being redeemed and will be equal to:

1. 25% of such gain, where the Shareholder is a company provided the Company has received from the corporate Shareholder confirmation of its Irish corporate tax reference number in advance of the payment of the redemption proceeds; and
2. 41% of the gain for all other Shareholders.

The Company will pay this deducted tax to the Irish Revenue Commissioners. Generally, a Shareholder will have no further Irish tax liability in respect of the redemption payment.

If the Shareholder is a company for which the redemption payment is a trading receipt, the gross payment (including the Irish tax deducted) less the cost of acquiring the Shares will form part of its taxable income for self-assessment purposes (subject to Irish corporation tax at the

rate of 12.5%) and the Shareholder may set off the deducted tax against its corporation tax liability.

If Shares are not denominated in Euro, an Irish Taxable Shareholder may be liable (on a self-assessment basis) to Irish capital gains taxation on any currency gain, currently at the rate of 33%, arising on the redemption of the Shares.

#### *Transfers of Shares*

If an Irish Taxable Shareholder transfers (by sale or otherwise) an entitlement to Shares, which constitutes a chargeable event, the Company will account for Irish tax in respect of that transfer. The amount of Irish tax deducted will be calculated by reference to the gain (if any) which has accrued to the Shareholder on the Shares being transferred and will be equal to:

1. 25% of such gain, where the Shareholder is a company, provided the Company has received from the corporate Shareholder confirmation of its Irish corporate tax reference number in advance of the payment of the transfer proceeds; and
2. 41% of the gain for all other Shareholders.

The Company will pay this deducted tax to the Irish Revenue Commissioners. To fund this Irish tax liability, the Company may appropriate or cancel other Shares held by the Shareholder. This may result in further Irish tax becoming due. Generally, a Shareholder will have no further liability to Irish tax in respect of any payment received in respect of the transfer of Shares.

If the Shareholder is a company for which the payment is a trading receipt, the payment (less the cost of acquiring the Shares as recognised for accounting purposes) will form part of its taxable income for self-assessment purposes (subject to Irish corporation tax at the rate of 12.5%) and the Shareholder may set off the deducted tax against its corporation tax liability.

If Shares are not denominated in Euro, a Shareholder may be liable (on a self-assessment basis) to Irish capital gains tax on any currency gain, currently at the rate of 33%, arising on the transfer of the Shares.

#### *Deemed Disposals*

If an Irish Taxable Shareholder does not dispose of Shares within eight years of acquiring them, the Shareholder will be deemed for Irish tax purposes to have disposed of the Shares on the eighth anniversary of their acquisition (and any subsequent eighth anniversary). On such a Deemed Disposal, the Company will account for Irish tax in respect of the increase in value (if any) of those Shares over that eight year period. The amount of Irish tax accounted for will be equal to:

1. 25% of such increase in value, where the Shareholder is a company, provided the Company has received from the corporate Shareholder confirmation of its corporate tax reference number in advance of the payment of the distribution; and
2. 41% of the increase in value for all other Shareholders.

The Company will pay this tax to the Irish Revenue Commissioners. To fund the Irish tax liability, the Company may appropriate or cancel Shares held by the Shareholder. This may result in further Irish tax becoming due.

As mentioned above, if less than 10% of the Shares (by value) in the Company, or a relevant Fund are held by non-exempt Irish resident Shareholders, the Company may elect not to account for Irish tax on this Deemed Disposal. To claim this election, the Company must:

1. confirm to the Irish Revenue Commissioners, on an annual basis, that this 10% requirement is satisfied and provide the Irish Revenue Commissioners with details of any Irish Taxable Shareholders (including the value of their Shares and their Irish tax reference numbers); and
2. notify any Irish Taxable Shareholders that the Company is electing to claim this exemption.

If the exemption is claimed by the Company, any Irish Taxable Shareholders must pay to the Irish Revenue Commissioners on a self-assessment basis the Irish tax which would otherwise have been payable by the Company on the Deemed Disposal (and any subsequent eighth anniversary Deemed Disposal).

Any Irish tax paid in respect of the increase in value of Shares over the eight year period may be set off on a proportionate basis against any future Irish tax which would otherwise be payable in respect of those Shares and any excess may be recovered on an ultimate disposal of the Shares.

### *Personal Portfolio Investment Undertakings*

An investment undertaking will be considered a personal portfolio investment undertaking (“PPIU”) in relation to a particular Irish Taxable Shareholder who is an individual where that Shareholder can influence the selection of some or all of the property held by the investment undertaking. Depending on each individual’s circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual Irish Taxable Shareholders i.e. it will be a PPIU only in respect of those individuals who can “influence” selection. Irish tax arising on distributions, redemptions, transfers and Deemed Disposals, as described above, will be increased to 60% (80% where details of the payment/disposal are not correctly included in the individual’s tax return). Specific exemptions apply from the PPIU regime where the property invested in has been widely marketed and made available to the public. As a result, it is unlikely that the PPIU provisions will apply in respect of the Shares. Shareholders should consult their professional advisors where they have any concerns.

### **Stamp Duty**

Generally no stamp, documentary, transfer or registration tax is payable in Ireland on the issue, sale, transfer, redemption, repurchase, cancellation of or subscription for Shares on the basis that the Company qualifies as an investment undertaking within the meaning of Section 739B of the Taxes Acts. If any redemption is satisfied by the transfer *in specie* to any Shareholder of any Irish assets, a charge to Irish stamp duty may arise.

### **Capital Acquisitions Tax**

Irish capital acquisitions tax (currently at a rate of 33%) can apply to gifts or inheritances of Irish situate assets or where either the person from whom the gift or inheritance is taken is Irish domiciled, resident or ordinarily resident or the person taking the gift or inheritance is Irish resident or ordinarily resident.

The Shares could be treated as Irish situate assets because they have been issued by an Irish company. However, any gift or inheritance of Shares will be exempt from Irish gift or inheritance tax once:

1. the Shares are comprised in the gift or inheritance both at the date of the gift or inheritance and at the valuation date (as defined for Irish capital acquisitions tax purposes);



2. the person from whom the gift or inheritance is taken is neither domiciled nor ordinarily resident in Ireland at the date of the disposition; and
3. the person taking the gift or inheritance is neither domiciled nor ordinarily resident in Ireland at the date of the gift or inheritance.

### **Automatic Exchange of Information (AEOI)**

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 (“CRS”).

#### *FATCA*

The Company may be obliged to report certain information in respect of U.S. investors in the Company to the Irish Revenue Commissioners who will then 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 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 U.S. to improve international tax compliance and to implement FATCA. Under the IGA 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. investors in a broad category of Irish financial institutions and vice versa.

Under the IGA and the Financial Accounts Reporting (United States of America) Regulations 2014 (as amended) (the “Irish Regulations”) implementing the information disclosure obligations, Irish financial institutions which may include the Company are required to report certain information with respect to U.S. account holders to the Irish Revenue Commissioners. The Irish Revenue Commissioners will automatically provide that information annually to the IRS. The Company must obtain the necessary information from investors required to satisfy the reporting requirements whether under the IGA, the Irish Regulations or any other applicable legislation published in connection with FATCA and such information is being sought as part of the application process for Shares in the relevant Fund of 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.

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

#### *CRS*

The CRS framework was first released by the OECD in February 2014. To date, more than 90 jurisdictions have publically committed to implementation, many of which are early adopter countries, including Ireland. 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 relating to account holders tax resident in other participating countries to assist in the efficient collection of tax. The OECD, in developing the CAA and CRS, have used FATCA concepts and as such the Standard is broadly similar to the FATCA requirements, albeit with numerous alterations. It will result in a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of CRS while sections 891F and 891G of the Taxes Act contain measures necessary to implement the CRS internationally and across the EU, respectively. The Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the “CRS Regulations”), giving effect to the CRS from 1 January 2016 came into operation on 31 December 2015.

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 891 G of the Taxes Act contained measures necessary to implement the DAC II. The Mandatory Automatic Exchange of Information in the Field of Taxation Regulations 2015 (together with the CRS Regulations, the “2015 Regulations”), giving effect to DAC II from 1 January 2016, came into operation on 31 December 2015.

Under the 2015 Regulations, reporting financial institutions, which may include the Company, 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 webpage on [www.revenue.ie](http://www.revenue.ie).

## **Meaning of Terms and Definitions**

### *Meaning of ‘Residence’ for Companies*

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 Ireland will be regarded as resident for tax purposes in Ireland, 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 Ireland set out in the revised Section 23A TCA 1997.

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.

#### *Meaning of 'Residence' for Individuals*

An individual will be regarded as being tax resident in Ireland for a calendar year if the individual:

1. spends 183 days or more in Ireland in that calendar year; or
2. has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that calendar year together with the number of days spent in Ireland in the preceding year. Presence in Ireland by an individual of not more than 30 days in a calendar year will not be reckoned for the purposes of applying this 'two year' test.

An individual is treated as present in Ireland for a day if that individual is personally present in Ireland at any time during that day.

#### *Meaning of 'Ordinary Residence' for Individuals*

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 Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year. An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which the individual is not resident. For example, an individual who is resident and ordinarily resident in Ireland in 2022 and departs Ireland in that year will remain ordinarily resident in Ireland up to the end of the tax year in 2024.

#### *Meaning of 'Intermediary'*

An 'intermediary' means a person who:

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

#### *Meaning of 'Ireland'*

Ireland means the Republic of Ireland.

#### *Meaning of "Taxes Act"*

The Taxes Consolidation Act 1997, as amended.

#### *Meaning of "Relevant Declaration"*

A completed and signed declaration on an Irish Revenue Commissioners prescribed form as set out in Schedule 2B of the Taxes Acts. A declaration by a Non-Irish Shareholder or an Intermediary is only a Relevant Declaration where the Company has no reason to believe the declaration is incorrect.

In certain circumstances, the Company may seek to avoid the requirement to have a declaration in prescribed form in place for non-Irish resident Shareholders, and may apply for a written notice of approval from the Irish Revenue Commissioners to the effect that a Relevant Declaration is deemed to be in place for all such Shareholders. This may apply where the Company has implemented certain 'equivalent measures' acceptable to the Irish Revenue Commissioners prohibiting the sale of Shares to Irish resident investors in respect of whom it is necessary to deduct tax, together with meeting other requirements.

#### *Meaning of "Recognised Clearing System"*

Clearstream Banking AG (formerly Deutsche Borse AG), Clearstream Banking SA (formerly Cedel Banking SA), CREST, Euroclear, National Securities Clearing Corporation, Sicovam SA, SIS Sega Interstetle AG, Netherlands Centraal Instituut voor Giraal Effectenverkeer B.V. (NECIGEF), Monte Titoli, Deutsche Bank AG, Depository and Clearing System, Central Moneymarkets Office, Depository Trust Company of New York, The Canadian Depository for Securities Ltd, VPC AB (Sweden), Japan Securities Depository Centre or any other system for clearing shares which is designated for the purposes of Section 739B of the Taxes Acts, by the Irish Revenue Commissioners as a recognised clearing system.

## **TAXATION IN THE UK**

### **The Company**

As a UCITS, the Company will not be treated as United Kingdom resident for United Kingdom tax purposes.

Accordingly, provided that the Company does not carry on a trade in the United Kingdom through a fixed place of business or agent situated therein that constitutes a "permanent establishment" for United Kingdom taxation purposes and that all its trading transactions in the United Kingdom are carried out through a broker or investment manager acting as an agent of independent status in the ordinary course of business, the Company will not be subject to United Kingdom corporation tax or income tax on its profits.

The Directors intend that the affairs of the Company are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

Dividends, interest and other income as well as capital gains received by the Company may be subject to withholding taxes or similar taxes imposed by the country in which such dividend, interest, other income or capital gain originated.

It is the intention of the Company to enter and comply with the reporting fund regime for Classes indicated as reporting funds at [www.lordabbett.com/LordAbbettGlobalFunds](http://www.lordabbett.com/LordAbbettGlobalFunds) for the Accounting Period commencing 31 January 2015 and subsequent Accounting Periods. Potential investors are referred to HM Revenue & Customs' published list of reporting funds for confirmation of those Classes approved as reporting funds (at [www.gov.uk/government/publications/offshore-funds-list-of-reporting-funds](http://www.gov.uk/government/publications/offshore-funds-list-of-reporting-funds)).

The Directors reserve the right to seek reporting fund status in respect of any Class. Prospective investors are referred to the relevant Supplement for confirmation of those Classes in respect of which reporting fund status may be sought. Shareholders should be aware that entry into, and continued treatment of, reporting fund status is subject to annual compliance with the prescribed conditions pertaining to the granting of reporting fund status. There can be no guarantee that entry into, or continued treatment of reporting fund status will be obtained.

In order for each Class to qualify as a reporting fund, the Company must apply to HM Revenue & Customs for entry of the Classes into the regime. For each accounting period, the Classes must then report to investors 100% of the net income attributable to the Classes, that report being made within six months of the end of the relevant accounting period. Certain UK resident individual investors will be taxable on such reported income, whether or not the income is actually distributed. The Company must also provide information to HM Revenue & Customs in respect of each relevant accounting period. Income for these purposes is computed by reference to income for accounting purposes as adjusted for capital and other items.

The annual reportable income will be made available to each Shareholder at [www.lordabbett.com/LordAbbettGlobalFunds](http://www.lordabbett.com/LordAbbettGlobalFunds) for each reporting period.

#### Transactions not treated as trading

Chapter 6 of Part 3 of the Offshore Funds (Taxation) Regulations 2009 (“the Offshore Funds Regulations”) provide that transactions undertaken by the Company that are within a “white list” of specified transactions will not be treated as trading transactions for the purposes of the Offshore Funds Regulations, provided that the Company meets the “equivalence condition” and the “genuine diversity of ownership condition” (“GDO condition”). The Company meets the equivalence condition as it is a UCITS fund.

The GDO condition will also be met if the Company meets certain conditions relating to its Shareholders and how the Company is marketed.

With a view to meeting these conditions, the Directors confirm that the intended categories of Shareholders are any potential investors which are eligible investors (subject to the conditions such as the minimum subscription). Shares of the Company will be widely available to that category of Shareholders. Furthermore, Shares of the Company will be marketed and made sufficiently widely available to reach that category of Shareholders and in a manner appropriate to attract those investors and an interested Shareholders can, upon request to the Administrator, obtain information about the Company and acquire Shares in it.

#### **UK resident Shareholders**

*The below is general in nature and does not constitute tax advice. Shareholders should seek their own professional advice. The below analysis applies only to Shareholders holding Shares in the Company as an investment.*

##### *General – income distributions*

Subject to their personal circumstances, Shareholders who are resident in the United Kingdom for taxation purposes will be liable to United Kingdom income tax on dividends or other distributions of an income nature declared by the Company (whether or not such distributions or dividends are reinvested in further shares).

The Company will not ordinarily, but may at the Directors’ discretion, pay dividends to Shareholders. However, so far as dividends are paid, Shareholders should note that the Company intends to operate dividend equalisation. Shareholders should seek independent advice in relation to the taxation treatment of any such equalisation amount based on their specific facts and circumstances.

It should also be noted that to the extent actual dividends are not declared in relation to all income of Shares in a reporting Class for a period, any excess reportable income under the UK reporting fund rules will be attributed only to those Shareholders who remain as Shareholders at the end of the relevant Accounting Period. The Tax Regulations enable (but do not oblige) a reporting fund to elect to operate full equalisation or to make income

adjustments, which should minimise this effect. The Directors expect to make such an election in respect of any Fund or Class with reporting fund status.

### *General – realised gains*

Subject to their personal circumstances, Shareholders who are resident in the United Kingdom for taxation purposes will be liable to United Kingdom income tax, capital gains tax or corporation tax in respect of any gains realised on Shares held in the Fund. The particular tax due will depend on the taxation profile of the investor (whether income tax or corporation tax payer) and the status of the Fund or a Class of Shares in the Fund.

Each Fund or Class of Shares within a Fund will be deemed to constitute an “offshore fund” for the purposes of the Taxation (International and Other Pensions) Act 2010 (“TIOPA”). Under this legislation, any gain arising on the sale, disposal or redemption of shares in an offshore fund held by persons who are resident in the United Kingdom for tax purposes will be taxed at the time of such sale, disposal or redemption as income and not as a capital gain.

This does not apply, however, where a Class or Fund is accepted by HM Revenue & Customs as a “reporting fund” throughout the period during which shares have been held. Shareholders who are resident in the United Kingdom for tax purposes and who invest in Classes without reporting fund status may be liable to United Kingdom income taxation in respect of any gain realised on disposal or redemption of such Shares.

Any such gain may thus remain taxable notwithstanding any general or specific United Kingdom capital gains tax exemption or allowance available to a Shareholder and this may result in certain investors incurring a proportionately greater United Kingdom taxation charge. Any losses arising on the disposal of Shares in Classes without reporting fund status by Shareholders who are resident in the United Kingdom will be eligible for capital gains loss relief.

The effect of reporting fund status, if maintained, is that Shareholders shall generally be subject to income tax on both dividends received and excess reported income attributable to the Shareholder in over and above any amounts actually distributed. Any gain accruing to the Shareholder upon the sale, redemption or other disposal of their interest in a reporting fund will be subsequently taxed as a capital gain with any undistributed income that has been subject to tax as reported income being treated as capital expenditure for the purpose of computing the amount of the chargeable gain.

### **Individual shareholders – specific taxation comments**

#### *Distributions received*

According to their personal circumstances, individual Shareholders resident in the United Kingdom for tax purposes will, in general, be liable to income tax at the relevant dividend income rate on both distributions received and reported income attributable to the investor in excess of any amounts actually distributed, whether or not distributions are reinvested, provided the Company does not fail the qualifying investment test (see ‘Qualifying Investment Test’ section).

The current rates, depending on individual Shareholders’ total annual income band and dividend allowance, are 7.5%, 32.5% or 38.1%. From April 2022 tax on dividend income will increase by 1.25% on each bracket.

However, individual Shareholders should be aware that as a result of certain rules (s378A, Income Tax (Trading and Other Income) Act 2005) investors in any Class of a Fund where the market value of the Class’s investments in debt instruments, securities and certain other

offshore funds which invest in similar assets exceeds 60% of the market value of all of the assets of the Class at any relevant time will be deemed to receive a payment economically similar to yearly interest. Where this is the case Shareholders will be treated as receiving an interest payment for income tax purposes.

#### *Treatment of gains on exit*

Under current law, and subject to UK reporting fund status, a disposal of Shares (which includes a redemption) by an individual Shareholder who is resident in the United Kingdom for taxation purposes should be taxed at the current capital gains tax rate of either 10% or 20%, depending on the Shareholder's personal circumstances.

The principal factors that will determine the extent to which such capital gains will be subject to capital gains tax are the level of annual allowance of tax free gains in the year in which the disposal takes place, the extent to which the Shareholder realises any other capital gains in that year and the extent to which the Shareholder has incurred capital losses in that or any earlier tax year.

#### *Anti-avoidance provisions to consider*

The attention of individual Shareholders resident in the United Kingdom is drawn to the provisions of Chapter 2 of Part 13 of the Income Tax Act 2007, under which the income accruing to the Company may be attributed to such a Shareholder and may render them liable to taxation in respect of the undistributed income and profits of the Company. This legislation will, however, not apply if such a Shareholder can satisfy HM Revenue & Customs that:

1. it would not be reasonable to draw the conclusion from all the circumstances of the case, that the purpose of avoiding liability to taxation was the purpose, or one of the purposes, for which the relevant transactions or any of them were effected;
2. all the relevant transactions are genuine commercial transactions and it would not be reasonable to draw the conclusion, from all the circumstances of the case, that any one or more of the transactions was more than incidentally designed for the purpose of avoiding liability to taxation; or
3. all the relevant transactions were genuine, arm's length transactions and if the shareholder were liable to tax under Chapter 2 of Part 13 of the Income Tax Act 2007 in respect of such transactions such liability would constitute an unjustified and disproportionate restriction on a freedom protected by Title II or IV of Part Three of the Treaty on the Functioning of the European Union or Part II or III of the EEA Agreement.

A Shareholder who is resident in the United Kingdom and who, subsequent to subscription, wishes to switch Shares of one Class or Fund into Shares of a different Class or Fund in accordance with the procedure outlined in "Conversion of Shares" above should note that such a switch could give rise to a disposal triggering a potential liability to income tax or corporation tax if the original Class is a non-reporting fund or capital gains or corporation tax if the original Class is a reporting fund (see further below) as appropriate depending upon the value of the shareholding on the date of conversion.

The attention of Shareholders resident in the United Kingdom for taxation purposes is drawn to the provisions of Section 3 of the Taxation of Chargeable Gains Act 1992 ("Section 3"). Section 3 applies to a "participator" for United Kingdom 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, at the same time, the Company is itself controlled by a sufficiently small number of persons so as to render the Company a body corporate that would,

were it to have been resident in the United Kingdom for taxation purposes, be a “close” company for those purposes.

The provisions of Section 3 could, if applied, result in any such person who is a “participator” in the Company being treated for the purposes of United Kingdom taxation of chargeable gains as if a part of any chargeable gain accruing to the Company had accrued to that person directly, that part being equal to the proportion of the gain that corresponds on a just and reasonable basis to that person’s proportionate interest in the Company as a “participator”. No liability under Section 3 could be incurred by such a person however, where such proportion does not exceed one quarter of the gain. In the case of United Kingdom resident individuals domiciled outside the United Kingdom, Section 3 applies only to gains relating to United Kingdom situate assets of the Company and gains relating to non-United Kingdom situate assets if such gains are remitted to the United Kingdom.

Special rules and different rates apply to United Kingdom resident individual Shareholders who are not domiciled in the United Kingdom. Shareholders who are not resident in the United Kingdom for taxation purposes should not generally be subject to United Kingdom taxation on any gain realised on any sale, redemption or other disposal of their Class of interest unless their holding of shares is connected with a branch or agency through which the relevant Shareholder carries on a trade, profession or vocation in the United Kingdom.

A Shareholder who is an individual who has ceased to be resident in the United Kingdom for tax purposes for a period of less than five years of assessment and who disposes of their Class of interest during that period may also be liable, on his return to the United Kingdom, to taxation on offshore income gains.

## **Corporate shareholders**

### *Distributions received*

Shareholders who are subject to United Kingdom corporation tax should generally be exempt from United Kingdom taxation in respect of dividends from a relevant Class of interest assuming that the dividend income is within one of the categories of exempt dividend under Part 9A of the Corporation Tax Act 2009, subject to the “non-qualifying investments test” outlined below and provided that the dividend income does not fall to be treated as trading income.

Excess reportable income from relevant Classes of interest will be exempt from UK corporation tax in the hands of a UK corporate investor if a distribution from the fund would be so exempt.

Please note below the implications of failing to meet the “qualifying investments test”.

### *Treatment of exit gains*

Generally, Shareholders who are bodies corporate resident in the United Kingdom for taxation purposes will be taxed on any gains arising from the sale, redemption or other disposal of their shares in a reporting fund Class of Shares at the applicable corporation tax rate (currently 19%, expected to increase to a maximum rate of 25% from 1 April 2023).

Special rules apply to insurance companies, investment trusts, authorised unit trusts and open-ended investment companies in the United Kingdom. Such investors should seek their own professional advice in relation to the tax consequences of an investment in the Company.



## *Anti-avoidance provisions to consider*

### Controlled Foreign Company Rules

UK resident corporate investors should be aware that if they invest into the Company, they could be subject to the UK Controlled Foreign Company provisions. Part 9A of TIOPA subjects United Kingdom resident companies to tax on the profits of companies not so resident (such as the Company) in which they have an interest.

The provisions, broadly, affect United Kingdom resident companies which hold, alone or together with certain other associated persons, shares which confer a right to at least 25% of the profits of a non-resident company (or, in the case of an umbrella fund, a sub-fund thereof) where that non-resident company (a “25% interest”) is controlled by persons who are resident in the United Kingdom and is subject to a lower level of taxation in its territory of residence.

The legislation is not directed towards the taxation of capital gains. In addition, these provisions will not apply if the Shareholder reasonably believes that it does not hold a 25% interest in the Company (or sub-fund) throughout the relevant period.

### Qualifying Investment Test

Corporate Shareholders subject to United Kingdom corporation tax should be aware that where such an investor holds an interest in an offshore fund, and there is a time in the corporate Shareholder’s accounting period when that fund fails to satisfy the “qualifying investments test”, the relevant holding will be treated for that accounting period as if it involved rights under a loan relationship for the purposes of the tax rules relating to the taxation of most corporate debt as defined in Part 6 of the United Kingdom Corporation Tax Act 2009.

An offshore fund fails to satisfy the qualifying investments test if at any time more than 60% by market value comprises government and/or corporate debt securities or cash on deposit or certain derivative contracts or holdings in other collective investment schemes which at any time in the relevant accounting period do not themselves satisfy the “qualifying investments test”. All returns on that interest in respect of such a person’s accounting period (including gains, profits and losses) will be taxed or relieved as a loan relationship debit or credit on a “fair value accounting” basis.

### **Stamp Duty**

No United Kingdom stamp duty, or stamp duty reserve tax, is payable on the issue of the Shares. No United Kingdom stamp duty will be payable on the transfer of Shares provided that any instrument of transfer is not executed in the United Kingdom and does not relate to any property situated, or to any matter or things done or to be done, in the United Kingdom.

### **Inheritance Tax**

An individual Shareholder domiciled or deemed to be domiciled in the United Kingdom for inheritance tax purposes may be liable to inheritance tax on their Shares in the event of death or on making certain categories of lifetime transfers.

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## **U.S. TAXATION**

As with any investment, the tax consequences of an investment in Shares may be material to an analysis of an investment in a Fund. U.S. Taxpayers investing in a Fund should be aware of the tax consequences of such an investment before purchasing Shares. This Prospectus discusses certain U.S. federal income tax consequences only generally and does not purport

to deal with all of the U.S. federal income tax consequences applicable to the Company or to all categories of investors, some of whom may be subject to special rules. This discussion assumes that no U.S. Taxpayer owns or will own directly or indirectly, or will be considered as owning by reason of certain tax law rules of constructive ownership, any Shares of the Company or any Fund. The Company does not, however, guarantee that this will always be the case. Furthermore, the discussion assumes that the Company will not hold any interests (other than as a creditor) in any "United States real property holding corporations" as defined in the United States Internal Revenue Code of 1986, as amended (the "Code"). Each prospective investor is urged to consult his or her independent tax advisor regarding the specific consequences of an investment in a Fund under applicable U.S. federal, state, local and foreign income tax laws as well as with respect to any specific gift, estate and inheritance tax issues.

The following discussion assumes for convenience that the Company, including each Fund thereof, will be treated as a single entity for U.S. federal income tax purposes. The law in this area is uncertain. Thus, it is possible that the Company may adopt an alternative approach, treating each Fund of the Company as a separate entity for U.S. federal income tax purposes. There can be no assurance that the U.S. Internal Revenue Service will agree with the position taken by the Company.

#### *Taxation of the Company*

The Company generally intends to conduct its affairs so that it will not be deemed to be engaged in trade or business in the United States and, therefore, none of its income will be treated as "effectively connected" with a U.S. trade or business carried on by the Company. If none of the Company's income is effectively connected with a U.S. trade or business carried on by the Company, certain categories of income (including dividends (and certain other dividend equivalent payments) and certain types of interest income) derived by the Company from U.S. sources will be subject to a U.S. tax of 30%, which tax is generally withheld from such income. Certain other categories of income, generally including capital gains (including those derived from options transactions) and interest on certain portfolio debt obligations (which may include United States Government securities), original issue discount obligations having an original maturity of 183 days or less, and certificates of deposit, will not be subject to this 30% tax. If, on the other hand, the Company derives income which is effectively connected with a U.S. trade or business carried on by the Company, such income will be subject to U.S. federal income tax at the rate applicable to U.S. domestic corporations, and the Company may also be subject to a branch profits tax.

Pursuant to FATCA, the Company (or each Fund) will be subject to U.S. federal withholding taxes (at a 30% rate) on payments of certain amounts made to such entity ("withholdable payments"), unless it complies (or is deemed compliant) with extensive reporting and withholding requirements. Withholdable payments generally include interest (including original issue discount), dividends, rents, annuities, and other fixed or determinable annual or periodical gains, profits or income, if such payments are derived from U.S. sources. Income which is effectively connected with the conduct of a U.S. trade or business is not, however, included in this definition. To avoid the withholding tax, unless deemed compliant, the Company (or each Fund) will be required to enter into an agreement with the United States to identify and disclose identifying and financial information about each U.S. Taxpayer (or foreign entity with substantial U.S. ownership) which invests in such entity, and to withhold tax (at a 30% rate) on withholdable payments and related payments made to any investor which fails to furnish information requested by such entity to satisfy its obligations under the agreement. Pursuant to an intergovernmental agreement between the United States and Ireland, the Company (or each Fund) may be deemed compliant, and therefore not subject to the withholding tax, if it identifies and reports U.S. ownership information directly to the government of Ireland. Certain categories of U.S. investors, generally including, but not limited

to, tax-exempt investors, publicly traded corporations, banks, regulated investment companies, real estate investment trusts, common trust funds, brokers, dealers and middlemen and state and federal governmental entities, are exempt from such reporting. Detailed guidance as to the mechanics and scope of this reporting and withholding regime is continuing to develop. There can be no assurance as to the timing or impact of any such guidance on future Company operations.

Shareholders will be required to furnish appropriate documentation certifying as to their U.S. or non-U.S. tax status, together with such additional tax information as the Company, the Investment Manager, or the Administrator may from time to time request. Failure to provide requested information or (if applicable) satisfy its own FATCA obligations may subject a Shareholder to liability for any resulting U.S. withholding taxes, U.S. tax information reporting and/or mandatory redemption, transfer or other termination of the Shareholder's investment in the Company.

#### *Taxation of Shareholders*

The U.S. tax consequences to Shareholders of distributions from the Company and of dispositions of Shares generally depends on the Shareholder's particular circumstances, including whether the Shareholder conducts a trade or business within the U.S. or is otherwise taxable as a U.S. Taxpayer.

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## **STATUTORY AND GENERAL INFORMATION**

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

- (a) The Company was incorporated in Ireland on 17 October 2013 as an investment company with variable capital with limited liability under registration number 534227.
- (b) The registered office of the Company is as stated in the Directory at the front of this Prospectus.
- (c) The authorised share capital of the Company is 500,000,000,000 redeemable Shares of no par value and 300,002 redeemable Non-Participating Shares of no par value issued at €1 each. Non-Participating Shares do not entitle the holders thereof to any dividend and on a winding up entitle the holders thereof to receive the amount paid up thereon but do not otherwise entitle them to participate in the assets of the Company. The Directors have the power to allot Shares in the capital of the Company on such terms and in such manner as they may think fit. As of the date of this Prospectus, the Company has issued Non-Participating Shares to the value of €300,002. The Company reserves the right to redeem some or all of the Non-Participating Shares.
- (d) The Company's year-end is 31 January in each year. The annual report and audited accounts of the Company will be published within 4 months after the conclusion of each Accounting Date. The Company will also prepare a semi-annual report and unaudited accounts which will be published within 2 months after the six month period ending on 31 July in each year. The annual report and semi-annual report will, upon request, be supplied to subscribers and Shareholders free of charge and will be made available at the office of the Company. The Company may provide certain additional reports (including in relation to certain performance measures, risk measures, portfolio information

or further information with respect to the investment process pursued for a Fund) and/or accounting materials to any current or prospective Shareholders upon request, and, if deemed necessary by the Company, upon the execution of a confidentiality agreement and/or non-disclosure agreement.

- (e) As at the date of this Prospectus, the Company has no loan capital (including term loans) outstanding or created but unissued and no outstanding mortgages charges or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and liabilities under acceptances or acceptance credits, finance leases, hire purchase commitments, guarantees or contingent liabilities in respect of any of the Funds.

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

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

## **3. Voting Rights**

The rights conferred on Shareholders by virtue of their shareholdings are governed by the Constitution, the general law of Ireland and the Act.

The following rules relating to voting rights apply:

- (a) Fractions of Shares do not carry voting rights.
- (b) Every Shareholder or holder of Non-Participating Shares present in person or by proxy who votes on a show of hands shall be entitled to one vote, save with respect to Shares that are designated as non-voting Shares.
- (c) The chairman of a general meeting of a Class or any Shareholder of a Class present in person or by proxy at a meeting of a Class may demand a poll. The chairman of a general meeting of the Company or by one or more Members present in person or by proxy or any Shareholder or Shareholders present in person or by proxy representing at least one tenth of the Shares in issue having the right to vote at such meeting may demand a poll.
- (d) On a poll every Shareholder present in person or by proxy shall be entitled to one vote in respect of each Share held by him and every holder of Non-Participating Shares shall be entitled to one vote in respect of all Non-

Participating Shares held by him. A Shareholder entitled to more than one vote need not cast all his votes or cast all the votes he uses in the same way.

- (e) Any person (whether a Member or not) may be appointed to act as a proxy. A Member may appoint more than one proxy to attend on the same occasion.
- (f) Any instrument appointing a proxy must be deposited at the registered office of the Company, not less than 48 hours before the meeting or at such other place and by such time as is specified in the notice convening the meeting. The Directors may at the expense of the Company send by post or otherwise to the Shareholders instruments of proxy (with or without prepaid postage for their return) and may either leave blank the appointment of the proxy or nominate one or more of the Directors or any other person to act as proxy.
- (g) To be passed, ordinary resolutions of the Company or of the Shareholders of a particular Fund or Class will require a simple majority of the votes cast by the Shareholders voting in person or by proxy at the meeting at which the resolution is proposed. Special resolutions of the Company or of the Shareholders of a particular Fund or Class will require a majority of not less than 75% of the votes cast by the Shareholders present in person or by proxy and voting in general meeting in order to pass a special resolution including a resolution to amend the Constitution.

#### **4. Meetings**

- (a) The Directors may, in accordance with the Act, convene extraordinary general meetings of the Company at any time. The Directors shall convene an annual general meeting within six months of the end of each Accounting Period.
- (b) Not less than 21 days' notice of every annual general meeting and any meeting convened for the passing of a special resolution must be given to Shareholders and 14 days' notice must be given in the case of any other general meeting.
- (c) Two Members present either in person or by proxy shall be a quorum for a general meeting provided that the quorum for a general meeting convened to consider any alteration to the rights of Shares in a Fund or Class shall be two Shareholders holding or representing by proxy Shares of the relevant Fund or Class. If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of or by Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same time, day and place in the next week or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum and in the case of a meeting of a Fund or Class convened to consider the variation of rights of Shareholders in such Fund or Class the quorum shall be one Shareholder holding Shares of the Fund or Class in question or his proxy. All general meetings will be held in Ireland.
- (d) The foregoing provisions with respect to the convening and conduct of meetings shall save as otherwise specified with respect to meetings of Funds or Classes and, subject to the Act, have effect with respect to separate meetings of each Fund or Class at which a resolution varying the rights of Shareholders in such Class is tabled.

## **5. Transfer of Shares**

Transfers of Shares may be effected in writing in any usual or common form, signed by or on behalf of the transferor and every transfer shall state the full name and address of the transferor and transferee.

The Directors may from time to time specify an initial charge for the registration of instruments of transfer provided that the maximum fee may not exceed 5% of the Net Asset Value of the Shares subject to the transfer as at the Valuation Point on the Dealing Day immediately preceding the date of the transfer.

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

- (a) in consequence of such transfer (i) the transferor or the transferee would hold a number of Shares less than the minimum holding of the relevant Fund (if any); or (ii) the transferee (being an initial investor in the Fund) would hold less than the minimum subscription;
- (b) all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer;
- (c) the instrument of transfer is not deposited at the registered office of the Company or such other place as the Directors may reasonably require, accompanied by (i) the certificate, if any, for the Shares to which it relates (if any), (ii) such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, (iii) such relevant information and declarations as the Directors may reasonably require from the transferee including, without limitation, an Application Form duly completed by the proposed transferee, information and declarations of the type which may be requested from an applicant for Shares in a Fund (including any required anti-money laundering documentation) and (iv) such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer;
- (d) they are aware or reasonably believe the transfer would result in the beneficial ownership of such Shares in contravention of any restrictions on ownership imposed by the Directors or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the Company, a Fund, a Class or Shareholders as a whole of the Company or of any Fund or Class;

If requested to do so by the Directors a transferee shall be required to deliver to the Company such certificates, opinions, statements or other evidence required by the Directors for any of the aforementioned purposes.

The registration of transfers may be suspended for such periods as the Directors may determine, provided always that each registration may not be suspended for more than 30 days.

## **6. Communications and Notices to Shareholders**

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

MEANS OF DISPATCH

DEEMED RECEIVED

Delivery by Hand:	The day of delivery or next following working day if delivered outside usual business hours.
Post:	48 hours after posting.
Fax:	The day on which a positive transmission receipt is received.
Electronically:	The day on which the electronic transmission has been sent to the electronic information system designated by a Shareholder.
Publication of Notice or Advertisement of Notice:	The day of publication in a daily newspaper circulating in the country or countries where Shares are marketed.

## 7. Directors

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

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

must be declared by him at the meeting of the Directors at which the proposal to enter into the contract or agreement is first considered or, if the Director in question was not at the date of that meeting interested in the proposed contract or arrangement, at the next Directors' meeting held after he becomes so interested. A general notice in writing given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract or arrangement which may thereafter be made with that company or firm is deemed to be a sufficient declaration of interest in relation to any contract or arrangement so made; and

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



## 8. Directors' Interests

The interests of the Directors and their interests in companies associated with the management, administration, promotion and marketing of the Company and the Funds are set out below.

- (a) the Directors or companies of which they are officers or employees, including the Investment Manager, the Manager and the Distributors may subscribe for Shares in a Fund. Their applications for Shares will rank *pari passu* with all other applications.
- (b) no Director has any interest, direct or indirect, in the promotion of or in any assets which are proposed to be acquired, disposed of by or leased to the Fund and no Director has a material interest in any contract or arrangement entered into by the Fund which is unusual in nature or conditions or significant in relation to the business of the Fund, nor has any Director had such an interest since the Fund was incorporated other than:
  - i. Andrew D. D'Souza who is a Member of the Investment Manager, which receives fees in respect of its services to the Company;
  - ii. Jennifer Karam who is a Member of the Investment Manager, which receives fees in respect of its services to the Company; and
  - iii. Stacy Allen who is a Member of the Investment Manager, which receives fees in respect of its services to the Company.

None of the Directors, nor any connected person have any direct interest in the share capital of the Company or any options in respect of such capital.

## 9. Winding Up

- (a) The Company may be wound up if:
  - i. within a period of three months from the date on which (a) the Depositary notifies the Company of its desire to retire in accordance with the terms of the Depositary Agreement and has not withdrawn notice of its intention to so retire, (b) the appointment of the Depositary is terminated by the Company in accordance with the terms of the Depositary Agreement, or (c) the Depositary ceases to be approved by the Central Bank to act as a depositary, and no new Depositary has been appointed (the appointment of the replacement Depositary and the replacement Depositary being subject to the prior approval of the Central Bank) with the approval of the Central Bank, the Directors shall instruct the Company's secretary to forthwith convene an extraordinary general meeting of the Company at which there shall be proposed an ordinary resolution to wind up the Company in accordance with the provisions in the Constitution. Notwithstanding anything set out above, the Depositary's appointment shall only terminate on revocation of the Company's authorisation by the Central Bank;
  - ii. the Shareholders resolve by special resolution to wind up the Company.
- (b) In the event of a winding up, the liquidator shall apply the assets of the Company on the basis that any liability incurred or attributable to a Fund shall be discharged solely out of the assets of that Fund.

- (c) The assets available for distribution among the Shareholders shall be applied in the following priority:-
- i. firstly, in the payment to the Shareholders of each Fund or Class of a sum in the Base Currency (or in any other currency selected and at such rate of exchange as determined by the liquidator) as nearly as possible equal to the Net Asset Value of the Shares of the relevant Fund or Class held by such Shareholders respectively as at the date of commencement of winding up;
  - ii. secondly, in the payment to the holders of Non-Participating Shares of sums up to the nominal amount paid up thereon out of the assets of the Company not comprised within a Fund's investment portfolio provided that if there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets comprised within such Fund;
  - iii. thirdly, in the payment to the Shareholders of each Fund or Class of any balance then remaining in the Company, in proportion to the number of Shares held in the relevant Fund or Class; and
  - iv. fourthly, any balance then remaining and not attributable to any Class shall be apportioned between the Funds or Classes pro-rata to the Net Asset Value of each Fund or Class or attributable to each Class immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders pro-rata to the number of Shares in that Fund or Class held by them.
- (d) The liquidator may, with the authority of an ordinary resolution of the Company, divide among the Shareholders (pro rata to the value of their respective shareholdings in the Company) in specie the whole or any part of the assets of the Company and whether or not the assets shall consist of property of a single kind provided that any Shareholder shall be entitled to request the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit and the liquidation of the Company may be closed and the Company dissolved, provided that no Shareholder shall be compelled to accept any asset in respect of which there is any liability. Further the liquidator may with like authority transfer the whole or part of the assets of the Company to a company or collective investment scheme (the "Transferee Company") on terms that Shareholders in the Company shall receive from the Transferee Company Shares or units in the Transferee Company of equivalent value to their shareholdings in the Company.
- (e) The Shareholders of any Fund may, by way of special resolution, and subject to the requirements of the Central Bank, authorise the amalgamation/merger of the Fund with another Fund or any other collective investment schemes or schemes, which amalgamation/merger may involve the redemption of Shares of the relevant Fund and in the case of an amalgamation/merger with a collective investment scheme other than a Fund, may involve the transfer of the whole or part of the assets of the Fund to the depositary/trustee (who may

or may not be regulated by the Central Bank) or the relevant collective investment scheme.

- (f) Notwithstanding any other provision contained in the Constitution, should the Directors at any time and in their absolute discretion resolve that it would be in the best interests of the Shareholders to wind up the Company, the secretary shall forthwith at the Directors' request convene an extraordinary general meeting of the Company at which there shall be presented a proposal to appoint a liquidator to wind up the Company and if so appointed, the liquidator shall distribute the assets of the Company in accordance with the Constitution.

## **10. Termination of the Company, Funds or Classes**

The Directors, in their sole and absolute discretion, may terminate the Company, a Fund or a Class in any of the following events:-

- (a) If at any time the Net Asset Value of the Company, a Fund or Class shall be less than such amount as may be determined by the Directors in respect of that Fund or Class as disclosed in this Prospectus;
- (b) the Company, a Fund or a Class shall cease to be authorised or otherwise officially approved;
- (c) if there is any change in applicable law or regulation which renders it illegal or in the opinion of the Directors impracticable or inadvisable to continue the Company, a Fund or Class;
- (d) if there is any change in material aspects of the business, in the economic or political situation relating to the Company, a Fund or Class which the Directors consider would have material adverse consequences on the investments of the Company, a Fund or Class;
- (e) if the Directors shall have resolved that it is impracticable or inadvisable for the Company, a Fund or Class to continue to operate having regard to prevailing market conditions and the best interests of the Shareholders.

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

## **11. Indemnities and Insurance**

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

## **12. Allocation of Assets and Liabilities**

The assets and liabilities of each Fund will be allocated in the following manner:

- (a) the proceeds from the issue of Shares representing a Fund shall be applied in the books of the Company of the Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund subject to the provisions of the Constitution;
- (b) where any asset is derived from another asset, such FDI asset shall be applied in the books of the Company to the same Fund as the assets from which it was derived and in each valuation of an asset, the increase or diminution in value shall be applied to the relevant Fund;
- (c) where the Company incurs a liability which relates to any asset of a particular Fund or to any action taken in connection with an asset of a particular Fund, such a liability shall be allocated to the relevant Fund, as the case may be; and
- (d) where an asset or a liability of the Company cannot be considered as being attributable to a particular Fund, such asset or liability, subject to the approval of the Depositary, shall be allocated to all the Funds pro rata to the Net Asset Value of each Fund.

Any liability incurred on behalf of or attributable to any Fund shall be discharged solely out of the assets of that Fund, and, neither the Company nor any Director, receiver, examiner, liquidator, provisional liquidator or other person shall apply, nor be obliged to apply, the assets of any such Fund in satisfaction of any liability incurred on behalf of, or attributable to, any other Fund.

Any asset or sum recovered by the Company shall, after the deduction or payment of any costs of recovery, be applied so as to compensate the relevant Fund.

In the event that assets attributable to a Fund are taken in execution of a liability not attributable to that Fund, and in so far as such assets or compensation in respect thereof cannot otherwise be restored to the Fund affected, the Directors, with the consent of the Depositary, shall certify or cause to be certified, the value of the assets lost to the Fund affected and transfer or pay from the assets of the Fund or Funds to which the liability was attributable, in priority to all other claims against such Fund or Funds, assets or sums sufficient to restore to the Fund affected, the value of the assets or sums lost to it.

A Fund is not a legal person separate from the Company but the Company may sue and be sued in respect of a particular Fund and may exercise the same rights of set-off, if any, as between its Funds as apply at law in respect of companies and the property of a Fund is subject to orders of the court as it would have been if such Fund were a separate legal person.

Separate records shall be maintained in respect of each Fund.

### **13. Material Contracts**

The following contracts have been entered into and are, or may be, material:

- (a) Management Agreement
  - i. The Management Agreement appoints the Manager as UCITS management company of the Company subject to overall supervision of the Directors.

- ii. Details of the fees payable to the Manager are set out in the section “FEES AND EXPENSES: Service Provider Fees and Expenses”;
- iii. The Management Agreement provides that the appointment of the Manager will continue unless and until terminated by the Company or the Manager giving to the other party not less than 90 days’ written notice, although in certain circumstances the Management Agreement may be terminated immediately by either party; and
- iv. The Management Agreement contains indemnities in favour of the Manager and each of its directors, officers, servants, employees, agents and appointees from and against any and all claims which may be made or brought against or directly or indirectly suffered or incurred by the Manager in the performance or non-performance of its obligations or duties under the terms of the Management Agreement, including all legal, professional and other expenses incurred, save to the extent that such claims are attributable to the wilful misfeasance, fraud, bad faith, negligence or reckless disregard in the performance or non-performance by the Manager, or persons designated by it, of its obligations under the terms of the Management Agreement.

(b) Investment Management Agreement

- i. The Investment Manager has agreed to act as the investment manager of the Company pursuant to the Investment Management Agreement;
- ii. Details of the fees payable to the Investment Manager are set out in the section “FEES AND EXPENSES: Service Provider Fees and Expenses”;
- iii. The Investment Management Agreement may be terminated by either party on not less than 90 days’ notice in writing. The Investment Management Agreement may be terminated forthwith by written notice given by either party to the other in certain circumstances;
- iv. The Investment Management Agreement contains an indemnity in favour of the Investment Manager and each of its directors, officers, employees and agents against all actions, proceedings, claims, costs, demands and expenses which may be brought against, suffered or incurred by the Investment Manager by reason of performance or non-performance of its obligations or functions under the terms of the Investment Management Agreement, including all legal, professional and other expenses incurred except such as shall arise from the wilful misfeasance, bad faith, negligence, fraud or reckless disregard on the part of the Investment Manager in its performance or non-performance of its obligations and functions under the terms of the Investment Management Agreement.

(c) Administration Agreement

- i. The Administrator will act as administrator and registrar to the Company pursuant to the Administration Agreement.
- ii. Details of the fees and expenses payable to the Administrator are set out in the section “FEES AND EXPENSES: Service Provider Fees and Expenses”.

- iii. The Administration Agreement may be terminated by either party on not less than 90 days' written notice. In addition, the Administration Agreement may be terminated immediately: (i) if either party commits any breach of the provisions of the Administration Agreement and fails to remedy that breach (provided the breach is capable of being remedied) within 30 days of receipt of notice service by the other party requiring it to do so; (ii) if the continued performance of the Administration Agreement for any reason ceases to be lawful; or (iii) in the event of a winding up (except for voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the non-defaulting parties) or the appointment of an examiner or receiver to the other or upon the happening of a like event whether at the discretion of an appropriate regulatory agency or court of competent jurisdiction or otherwise; or (iv) the Depositary ceases to be the Depositary of the Company.
  - iv. The Administration Agreement contains an indemnity in favour of the Administrator against all losses, claims, damages, liabilities, or expenses (including reasonable counsel's fees and expenses) resulting from any act, omission, error or delay or any claim, demand, action or suit, in connection with or arising out of performance of its obligations and duties under the Administration Agreement. This indemnity does not apply to such losses, claims, damages, liabilities or expenses resulting from the wilful malfeasance, fraud, recklessness, bad faith or negligence of the Administrator.
- (d) Depositary Agreement
- i. The Depositary was appointed as depositary of the Company pursuant to the Depositary Agreement.
  - ii. Details of the fees payable to the Depositary are set out in the section "FEES AND EXPENSES: Service Provider Fees and Expenses";
  - iii. The Depositary Agreement may be terminated by either party on not less than 90 days' written notice provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved by the Central Bank has been appointed. In addition, the Depositary Agreement may be terminated immediately: (i) if either party commits any breach of the provisions of the Depositary Agreement and fails to remedy that breach (provided the breach is capable of being remedied) within 30 days of receipt of notice service by the other party requiring it to do so; or (ii) upon the appointment of an examiner or receiver to the other or upon the happening of a like event whether at the discretion of an appropriate regulatory agency or court of competent jurisdiction or otherwise; or (iii) if the Depositary ceases to be permitted to act as a depositary of collective investment schemes by the Central Bank under Irish law.
  - iv. The Depositary Agreement contains an indemnity in favour of the Depositary against all actions, proceedings, and claims against all losses, costs, demands and expenses arising therefrom which may be brought against, suffered or incurred by the Depositary by reason of its performance of its duties under the terms of the Depositary Agreement (other than to the extent that it relates to loss for which the Depositary

is negligent or has intentionally failed in the performance of its duties). The indemnity may be extended to third parties including sub-custodians.

(e) Distribution Agreements

*Lord Abbett Distributor LLC*

- i. Lord Abbett Distributor LLC, pursuant to the LLC Distribution Agreement, acts as a distributor for the Company.
- ii. Details of the fees and expenses payable to the Distributor are set out in the section “FEES AND EXPENSES: Service Provider Fees and Expenses”.
- iii. The LLC Distribution Agreement may be terminated by either party on not less than 60 days’ written notice. In addition, the LLC Distribution Agreement may be terminated immediately if: (i) in the event of the winding up or the appointment of an examiner or receiver to the other party or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; (ii) either party is no longer being permitted to perform its obligations pursuant to applicable law or regulation; (iii) either party fails to remedy a material breach of the LLC Distribution Agreement (if capable of remedy) within 30 days after service of notice by the other party requesting it to do so; or (iv) upon the Distributor ceasing to be permitted to act as Distributor pursuant to applicable law or becoming otherwise unable to perform its duties.
- iv. The LLC Distribution Agreement contains an indemnity in favour of the Distributor, its affiliates and any person acting on their behalf, but only to the extent assets are available in the Company, against any expenses (including legal and professional fees), losses, claims, damages or liabilities (or actions in respect thereof), joint or several (the “Covered Claims”), to which the Distributor may become subject, insofar as such Covered Claims arise out of (i) any failure on the part of the Manager to comply with any provision of the LLC Distribution Agreement, the Prospectus, or any applicable laws and regulations; or (ii) are based upon an untrue statement or alleged untrue statement of a material fact contained in the Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement therein, in light of the circumstances under which they are made, not misleading.

*Lord Abbett (UK) Ltd.*

- i. Lord Abbett (UK) Ltd., pursuant to the Marketing and Sales Agreement acts as a marketing and sales company to the Company.
- ii. Details of the fees and expenses payable to the Distributor are set out in the section “FEES AND EXPENSES: Service Provider Fees and Expenses”.
- iii. The Marketing and Sales Agreement may be terminated by either party on not less than 60 days’ written notice. In addition, the Marketing and

Sales Agreement may be terminated immediately if: (i) in the event of the winding up or the appointment of an examiner or receiver to the other party or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; (ii) either party is no longer being permitted to perform its obligations pursuant to applicable law or regulation; (iii) either party fails to remedy a material breach of the Marketing and Sales Agreement (if capable of remedy) within 30 days after service of notice by the other party requesting it to do so; or (iv) upon the Distributor ceasing to be permitted to act as Distributor pursuant to applicable law or becoming otherwise unable to perform its duties.

- iv. The Marketing and Sales Agreement contains an indemnity in favour of the Distributor, its affiliates and any person acting on their behalf, but only to the extent assets are available in the Company, against any expenses (including legal and professional fees), losses, claims, damages or liabilities (or actions in respect thereof), joint or several (the "Covered Claims"), to which the Distributor may become subject, insofar as such Covered Claims arise out of (i) any failure on the part of the Manager to comply with any provision of the Marketing and Sales Agreement, the Prospectus, or any applicable laws and regulations; or (ii) are based upon an untrue statement or alleged untrue statement of a material fact contained in the Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statement therein, in light of the circumstances under which they are made, not misleading.

#### **14. Supply and Inspection of Documents**

The following documents are available for inspection free of charge during normal business hours on weekdays (public holidays excepted) at the registered office of the Company:

- (a) the certificate of incorporation and Constitution of the Company;
- (b) the Prospectus (as amended and supplemented);
- (c) the Key Investor Information Documents; and
- (d) the annual and semi-annual reports relating to the Company when available.

Copies of the Constitution (as amended from time to time in accordance with the requirements of the Central Bank) and the latest financial reports of the Company, may be obtained, free of charge, upon request at the registered office of the Company.

The Company may provide certain additional reports (including in relation to certain performance measures, risk measures or general portfolio information) and/or accounting materials to any current or prospective Shareholders upon request, and, if deemed necessary by the Company, upon the execution of a confidentiality agreement and/or non-use agreement.



## SCHEDULE I

### REGULATED MARKETS

The following is a list of regulated stock exchanges and markets in which the assets of each Fund may be invested from time to time and is set out in accordance with the Central Bank's requirements. **With the exception of permitted investments in unlisted securities and open-ended collective investment schemes investment is restricted to these stock exchanges and markets listed in this Prospectus.** The Central Bank does not issue a list of approved stock exchanges or markets.

(i) without restriction in any stock exchange which is:

- located in any Member State of the European Union;
- located in a Member State of the EEA; or
- located in any of the following countries:

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

(ii) without restriction in any of the following:

Argentina	Bolsa de Comercio de Buenos Aires
Argentina	Bolsa de Comercio de Cordoba
Argentina	Mercado Abierto Electronico S.A.
Bahrain	Bahrain Stock Exchange
Bangladesh	Dhaka Stock Exchange
Botswana	Botswana Stock Exchange
Brazil	Bolsa de Valores do Rio de Janeiro
Brazil	Bolsa de Valores de Sao Paulo
Chile	Bolsa de Comercio de Santiago
Chile	Bolsa Electronica de Chile
China, Peoples' Republic of	Shanghai Securities Exchange
China, Peoples' Republic of	Shenzhen Stock Exchange
China, Peoples' Republic of	Shanghai-Hong Kong Stock Connect
China, Peoples' Republic of	Shenzhen-Hong Kong Stock Connect
China, Peoples' Republic of	China Interbank Bond Market via Bond Connect
Colombia	Bolsa de Valores de Colombia
Croatia	Zagreb Stock Exchange
Egypt	Cairo and Alexandria Stock Exchange
Ghana	Ghana Stock Exchange
India	Bangalore Stock Exchange
India	Calcutta Stock Exchange
India	Delhi Stock Exchange
India	The Stock Exchange, Mumbai
India	National Stock Exchange of India
Indonesia	Jakarta Stock Exchange
Israel	Tel-Aviv Stock Exchange

Jordan	Amman Stock Exchange
Kazakhstan (Rep. Of)	Kazakhstan Stock Exchange
Kenya	Nairobi Stock Exchange
Korea	Korea Stock Exchange
Korea	KOSDAQ
Kuwait	Kuwait Stock Exchange
Lebanon	Bourse de Beyrouth
Malaysia	Bursa Malaysia
Mauritius	Stock Exchange of Mauritius
Mexico	Bolsa Mexicana de Valores
Morocco	Societe de la Bourse des Valeurs de Casablanca
Namibia	Namibian Stock Exchange
Nigeria	Nigerian Stock Exchange
Oman	Muscat Securities Market
Pakistan	Islamabad Stock Exchange
Pakistan	Karachi Stock Exchange
Pakistan	Lahore Stock Exchange
Palestine	Palestine Stock Exchange
Peru	Bolsa de Valores de Lima
Philippines	Philippine Stock Exchange
Qatar	Doha Securities Market
Russian Federation	Moscow Exchange
Saudi Arabia	Saudi Stock Exchange
Serbia	Belgrade Stock Exchange
Singapore	Singapore Exchange
South Africa	JSE Securities Exchange
Sri Lanka	Colombo Stock Exchange
Taiwan (Republic of China)	Taiwan Stock Exchange Corporation
Taiwan (Republic of China)	Gre Tai Securities Market
Thailand	Stock Exchange of Thailand
Trinidad & Tobago	Trinidad & Tobago Stock Exchange
Tunisia	Bourse des Valeurs Mobilieres de Tunis
Turkey	Istanbul Stock Exchange
Ukraine	Ukrainian Stock Exchange
United Arab Emirates	Abu Dhabi Stock Exchange
UAE	Dubai International Financial Exchange
Uruguay	Bolsa de Valores de Montevideo
Venezuela	Venezuela Electronic Stock Exchange
Venezuela	Caracas Stock Exchange
Venezuela	Maracaibo Stock Exchange
Vietnam	Ho Chi Minh City Securities Trading Centre
Zambia	Lusaka Stock Exchange

(iii) for the purposes of investment in Russia and the States of the Russian Federation a Fund may only invest in equity securities that are listed or traded on level 1 or level 2 of the Moscow Exchange;

(iv) without restriction in any of the following:

the market organised by the International Capital Market Association;

the market conducted by the “listed money market institutions”, as described in the Bank of England publication “The Regulation of the Wholesale Cash and OTC Derivatives Markets in Sterling, Non-U.S. Exchange and Bullion” dated April, 1988 (as amended from time to time);

AIM - the Alternative Investment Market in the United Kingdom, regulated and operated by the London Stock Exchange;

the French Markets for Titres de Créances Négociables (the Over-the-Counter markets in negotiable debt instruments);

the Over-the-Counter market in the United States of America regulated by the Financial Industry Regulatory Authority;

NASDAQ in the United States of America;

the Over-the-Counter market in Japan regulated by the Securities Dealers Association of Japan;

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

the over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada.

- (v) In addition to those markets listed above on which financial derivative instruments are traded, the following regulated derivatives markets:

All derivatives exchanges on which permitted financial derivative instruments may be listed or traded:

- in a Member State;
- in a Member State in the European Economic Area (the European Union, Norway, Iceland and Liechtenstein);

in Asia, on the

- Bursa Malaysia Derivatives Berhad
- Hong Kong Exchanges & Clearing;
- China Interbank Bond Market via Bond Connect;
- Jakarta Futures Exchange;
- Korea Futures Exchange;
- Korea Stock Exchange;
- Kuala Lumpur Options and Financial Futures Exchange;
- National Stock Exchange of India;
- Osaka Mercantile Exchange;
- Osaka Securities Exchange;
- Shanghai Futures Exchange (SHFE);
- Singapore Commodity Exchange;
- Singapore Exchange;
- Stock Exchange of Thailand;
- Taiwan Futures Exchange;
- Taiwan Stock Exchange;
- The Stock Exchange, Mumbai;
- Tokyo International Financial Futures Exchange;
- Tokyo Stock Exchange;

in Australia, on the

- Australian Stock Exchange;
- Sydney Futures Exchange;

in Brazil on the Bolsa de Mercadorias & Futuros (BM&F);  
in Israel on the Tel-Aviv Stock Exchange;  
in Mexico on the Mexican Derivatives Exchange (MEXDER)  
in South Africa on the South African Futures Exchange (Safex);  
in Switzerland on Eurex (Zurich)  
in Turkey on Turkish Derivatives Exchange  
in the United States of America, on the

- American Stock Exchange;
- Chicago Board of Trade;
- Chicago Board Options Exchange;
- Chicago Mercantile Exchange;
- Eurex US;
- International Securities Exchange;
- New York Futures Exchange;
- New York Board of Trade;
- New York Mercantile Exchange;
- Pacific Stock Exchange;
- Philadelphia Stock Exchange;

in Canada on the

- Bourse de Montreal;
- Winnipeg Commodity Exchange (WCE).

- (vi) for the purposes only of determining the value of the assets of a Fund, the term "Recognised Exchange" shall be deemed to include, in relation to any futures or options contract, any organised exchange or market on which such futures or options contract is regularly traded.

## SCHEDULE II

### INVESTMENT RESTRICTIONS APPLICABLE TO THE FUNDS

#### 1 Permitted Investments

##### 1.1 Investments of a Fund are confined to:

Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.

##### 1.2 Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.

##### 1.3 Money Market Instruments other than those dealt on a Regulated Market.

##### 1.4 Units of UCITS.

##### 1.5 Units of AIFs.

##### 1.6 Deposits with credit institutions.

##### 1.7 Financial derivative instruments.

#### 2 Investment Restrictions

##### 2.1 A Fund may invest no more than 10% of net assets in transferable securities and Money Market Instruments other than those referred to in paragraph 1.

##### 2.2 A Fund may invest no more than 10% of net assets in securities of the type to which Regulation 68(1)(d) of the Regulations apply. This restriction will not apply in relation to an investment by the Company in certain U.S. securities known as Rule 144 A securities provided that:

- the securities are issued with an undertaking to register with the U.S. Securities and Exchanges Commission within one year of issue; and
- the securities are not illiquid securities i.e. they may be realised by the Company within seven days at the price, or approximately at the price, at which they are valued by the Company.

##### 2.3 A Fund may invest no more than 10% of net assets in transferable securities or Money Market Instruments issued by the same body provided that the total value of transferable securities and Money Market Instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.

##### 2.4 The limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a Fund invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the Fund. The Company may not utilise this provision in respect of the Funds without the prior approval of the Central Bank.

- 2.5 The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
- 2.6 The transferable securities and Money Market Instruments referred to in 2.4 and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
- 2.7 A Fund shall not invest more than 20% of its assets in deposits made with the same body.
- 2.8 The risk exposure of a Fund to a counterparty to an OTC derivative may not exceed 5% of net assets.

This limit is raised to 10% in the case of a credit institution authorised in the EEA; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in a third country deemed equivalent pursuant to Article 107(4) of the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012.

- 2.9 Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:
- (i) investments in transferable securities or Money Market Instruments;
  - (ii) deposits, and/or
  - (iii) counterparty risk exposures arising from OTC derivatives transactions.
- 2.10 The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.
- 2.11 Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and Money Market Instruments within the same group.
- 2.12 A Fund may invest up to 100% of net assets in different transferable securities and Money Market Instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members.

The individual issuers for such purposes may be drawn from the following list:

OECD Governments (provided the relevant issues are investment grade), Government of People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC and the following supranational organisations:

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, Export-Import Bank and European Union.

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

### **3 Investment in Collective Investment Schemes (“CIS”)**

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

### **4 Index Tracking UCITS**

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

### **5 General Provisions**

- 5.1 An investment company, or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- 5.2 A Fund may acquire no more than:
  - (i) 10 % of the non-voting shares of any single issuing body;
  - (ii) 10 % of the debt securities of any single issuing body;
  - (iii) 25 % of the units of any single CIS;
  - (iv) 10 % of the Money Market Instruments of any single issuing body.

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

- 5.3 5.1 and 5.2 shall not be applicable to:
- (i) transferable securities and Money Market Instruments issued or guaranteed by a Member State or its local authorities;
  - (ii) transferable securities and Money Market Instruments issued or guaranteed by a non-Member State;
  - (iii) transferable securities and Money Market Instruments issued by public international bodies of which one or more Member States are members;
  - (iv) shares held by a Fund in the capital of a company incorporated in a non-Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that Member-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-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.
  - (v) Shares held by an investment company or investment companies or Irish Collective Asset-management Vehicle (“ICAV”) or ICAV’s 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 redemption of units at unit-holders’ request exclusively on their behalf.
- 5.4 UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or Money Market Instruments which form part of their assets.
- 5.5 The Central Bank may allow recently authorised Funds to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
- 5.6 If the limits laid down herein are exceeded for reasons beyond the control of the Company, 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 Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:
- (i) transferable securities;
  - (ii) Money Market Instruments;
  - (iii) units of CIS; or
  - (iv) financial derivative instruments.
- 5.8 A Fund may hold ancillary liquid assets.



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

## **6 Financial Derivative Instruments ('FDIs')**

- 6.1 The Fund's global exposure relating to FDI must not exceed its total Net Asset Value.
- 6.2 Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or Money Market Instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the UCITS Rules. (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 UCITS Regulations.)
- 6.3 A Fund may invest in FDIs dealt in over-the-counter (OTC) provided that
- the counterparties to over-the-counter transactions (OTCs) 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.

## SCHEDULE III

### U.S. DEFINITIONS

#### “U.S. Person”

A “U.S. Person” for the purpose of this Prospectus is a person who is: (a) a person included in the definition of “U.S. person” under Rule 902 of Regulation S under the 1933 Act, or (b) a person excluded from the definition of a “Non-United States person” as used in CFTC Rule 4.7. For the avoidance of doubt, a person is excluded from this definition of U.S. Person only if he or it does not satisfy any of the definitions of “U.S. person” in Rule 902 and qualifies as a “Non-United States person” under CFTC Rule 4.7.

“U.S. person” under Rule 902 of Regulation S under the 1933 Act includes the following:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person;
- (d) any trust of which any trustee is a U.S. person;
- (e) any agency or branch of a non-U.S. entity located in the United States;
- (f) 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;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:
  - (i) organised or incorporated under the laws of any non-U.S. jurisdiction; and
  - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D under the 1933 Act) who are not natural persons, estates or trusts.

Notwithstanding the preceding paragraph, “U.S. person” under Rule 902 does not include: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person, if (A) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate, and (B) the estate is governed by non-U.S. law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (iv) an employee benefit plan established and administered in accordance with the law of a country

other than the United States and customary practices and documentation of such country; (v) any agency or branch of a U.S. person located outside the United States if (A) the agency or branch operates for valid business reasons, and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) certain international organisations as specified in Rule 902(k)(2)(vi) of Regulation S under the 1933 Act, including their agencies, affiliates and pension plans.

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

- (a) a natural person who is not a resident of the United States or an enclave of the U.S. government, its agencies or instrumentalities;
- (b) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction;
- (c) an estate or trust, the income of which is not subject to U.S. income tax regardless of source;
- (d) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC’s regulations by virtue of its participants being Non-United States persons; and
- (e) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

#### **“U.S. Taxpayer”**

“U.S. Taxpayer” includes (i) a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); (ii) any entity treated as a partnership or corporation for U.S. federal tax purposes that is created or organised in, or under the laws of, the United States or any state thereof (including the District of Columbia); (iii) any other partnership that is treated as a U.S. Taxpayer under U.S. Treasury Department regulations; (iv) any estate, the income of which is subject to U.S. income taxation regardless of source; and (v) any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries. Persons who have lost their U.S. citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as U.S. Taxpayers.

An investor who is not a U.S. Person may nevertheless be considered a “U.S. Taxpayer” under U.S. federal income tax laws.

#### **“Benefit Plan Investor”**

“*Benefit Plan Investor*” is used as defined in U.S. Department of Labor Regulation 29 C.F.R. §2510.3-101, as modified by Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and includes (i) any employee benefit plan subject to Part 4, Subtitle B of Title I of ERISA; (ii) any plan to which Code Section 4975 applies (which

includes a trust described in Code Section 401(a) that is exempt from tax under Code Section 501(a), a plan described in Code Section 403(a), an individual retirement account or annuity described in Code Section 408 or 408A, a medical savings account described in Code Section 220(d), a health savings account described in Code Section 223(d) and an education savings account described in Code Section 530); and (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (generally because 25 per cent. or more of the value of any class of equity interests in the entity is owned by plans). An entity described in (iii) immediately above will be considered to hold plan assets only to the extent of the percentage of the equity interests in the entity held by Benefit Plan Investors. Benefit Plan Investors also include that portion of any insurance company's general account assets that are considered "plan assets" and (except if the entity is an investment company registered under the 1940 Act) also include assets of any insurance company separate account or bank common or collective trust in which plans invest.

## SCHEDULE IV

### EFFICIENT PORTFOLIO MANAGEMENT TECHNIQUES AND INSTRUMENTS

In addition to the investments in FDIs, the Company may employ other techniques and instruments relating to transferable securities and money market instruments subject to the Regulations and to conditions imposed by the Central Bank. These techniques and instruments will be used in the best interest of the Shareholders.

Such techniques and instruments are set out below and are subject to the following conditions:

All assets received by a Fund in the context of efficient portfolio management techniques should be considered as collateral and should comply with the criteria set down below. Each Fund may enter into securities lending and repurchase/reverse repurchase agreements from time to time.

It is typically expected that approximately 10% of the Net Asset Value of available instruments in a relevant Fund may be subject to repurchase/reverse repurchase agreements or securities lending at any given time, but subject to a maximum of up to 75% of the Net Asset Value.

Solely where described in a Supplement, a Fund may utilize total return swaps in accordance with its investment policy. Where the investment policy provides that total return swaps are to be used as part of the primary investment policy, the Fund may invest in total return swaps up to 100% of its net assets with an expected range of usage in line with the percentage of long and short exposure of the relevant Fund otherwise such instruments are limited to 1/3 of the net assets of the relevant Fund. The underlying instruments permitted for total return swaps are as set out under "Swaps" in the section "Use of Financial Derivative Instruments" and in each Supplement.

#### *Collateral*

For the purposes of limiting the Funds' credit risk in respect of OTC transactions or repurchase agreements, collateral may be received from, or posted to, counterparties on behalf of the Funds. Collateral received must at all times meet with the following criteria:

**Liquidity:** Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the Regulations.

**Valuation:** Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place.

**Issuer Credit Quality:** Collateral received should be of high quality. The responsible person shall ensure that:

- (i) where the issuer was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the responsible person in the credit assessment process; and
- (ii) where an issuer is downgraded below the two highest short-term credit ratings by the credit rating agency referred to in (i) this shall result in a new credit assessment being conducted of the issuer by the Manager without delay.

**Correlation:** Collateral received must be issued by an entity that is independent from the counterparty and is not expected, on reasonable grounds to display a high correlation with the performance of the counterparty.

**Diversification (asset concentration):** Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Fund's Net Asset Value. When the Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation from this requirement, the Funds may be fully collateralised using transferable securities and money market instruments issued or guaranteed by any Member State, one or more of its local authorities, a third country or a public international body of which one or more Member States belongs provided the Funds should receive securities from at least 6 different issues and securities from any single issue shall not account for more than 30% of the relevant Fund's net asset value. It is expected that the Funds will receive collateral of more than 20% of the net asset value of each Fund in transferable securities or money market instruments issued by the U.S Government; however, the Funds may take collateral from any Member State or other body meeting the above criteria.

**Immediately Available:** Collateral received should be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

Risks linked to the management of collateral, such as operational and legal risks, should be identified, managed and mitigated by the Risk Management Process.

Non-cash collateral cannot be sold, pledged or re-invested.

Cash collateral may not be invested other than in the following:

- (a) deposits with relevant institutions;
- (b) high-quality government bonds;
- (c) reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on an accrued basis; and
- (d) short-term money market funds, as defined in the European Securities and Markets Authority Guidelines on a Common Definition of European Money Market Funds.

In accordance with the Central Bank UCITS Regulations, invested cash collateral should be diversified in accordance with the diversification requirement applicable to non-cash collateral. Invested cash collateral may not be placed on deposit with the counterparty or a related entity.

A Fund receiving collateral for at least 30% of its assets should have an appropriate stress testing policy in place to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy should at least prescribe the following:

- design of stress test scenario analysis including calibration, certification and sensitivity analysis;
- empirical approach to impact assessment, including back-testing of liquidity risk estimates;
- reporting frequency and limit/loss tolerance threshold/s; and

- mitigation actions to reduce loss including haircut policy and gap risk protection.

Where necessary, the Investment Manager (or any sub-investment manager) will apply haircuts to collateral in accordance with its documented haircut policy and will vary depending on the class of assets received. When applying a haircut, the Investment Manager considers characteristics of the relevant asset class, including the credit standing of the issuer of the collateral, the price volatility of the collateral and the results of any stress tests which may be performed in accordance with the stress testing policy. The value of the collateral, adjusted in light of the haircut policy, shall equal or exceed in value at all times the relevant counterparty exposure.

All counterparties to OTC FDI transactions, repurchase/reverse repurchase agreements or securities lending agreements will be with a counterparty which meets the counterparty requirements under the UCITS Rules as to legal status and origin.

Where a counterparty to a repurchase or a securities lending agreement which has been entered into on behalf of the Funds:

- (a) was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account in the credit assessment process: and
- (b) where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in subparagraph (a) this shall result in a new credit assessment being conducted by the Company.

Where there is a novation of a counterparty to an OTC FDI contract, the counterparty must be one which meets the requirements of the UCITS Rules or is a central counterparty authorized, recognized or pending recognition by ESMA under the European Market Infrastructure Regulation, or an entity classified as a derivatives clearing organization by the CFTC or a clearing agency by the SEC.

The Company will ensure that it is able at any time to recall any security that has been lent out or terminate any securities lending agreement into which it has entered.<sup>1</sup>

If the Company enters into a reverse repurchase agreement, it will ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is callable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement will be used for the calculation of the net asset value of the Fund.

If the Company enters into a repurchase agreement, it will ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.

Repurchase/reverse repurchase agreements or securities lending do not constitute borrowing or lending for the purposes of the Central Bank UCITS Regulations.

### *Safekeeping*

Collateral received on a title transfer basis should be held in custody by the trustee. For other types of collateral arrangements, the collateral can be held by a third party depositary which

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<sup>1</sup> Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Company.

is subject to prudential supervision, and which is unrelated to the provider of the collateral. Assets pledged in such transactions by the Funds continue to be safekept by the Depositary.



## SCHEDULE V

### LIST OF SUB-CUSTODIANS

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

<b>Country</b>	<b>Sub-Custodian</b>
Argentina	Citibank, N.A. Buenos Aires Branch
Australia	HSBC Bank Australia Limited for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Australia	National Australia Bank
Austria	Deutsche Bank AG
Austria	UniCredit Bank Austria AG
Bahrain*	HSBC Bank Middle East Limited, Bahrain Branch for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Bangladesh*	Standard Chartered Bank, Bangladesh Branch
Belgium	BNP Paribas Securities Services
Belgium	Deutsche Bank AG, Amsterdam Branch
Bermuda*	HSBC Bank Bermuda Limited for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Bosnia*	UniCredit Bank D.D. for UniCredit Bank Austria AG
Botswana*	Standard Chartered Bank Botswana Limited for Standard Chartered Bank
Brazil*	Citibank, N.A. São Paulo
Brazil*	Itaú Unibanco S.A.
Bulgaria*	Citibank Europe PLC, Bulgaria Branch for Citibank N.A.
Canada	CIBC Mellon Trust Company for CIBC Mellon Trust Company, Canadian Imperial Bank of Commerce and Bank of New York Mellon
Canada	RBC Investor Services Trust for Royal Bank of Canada (RBC)
Chile*	Banco de Chile for Citibank, N.A.
China*	China Construction Bank Corporation
China*	Citibank (China) Co., Ltd. for Citibank N.A.
China*	Deutsche Bank (China) Co., Ltd., Shanghai Branch
China*	HSBC Bank (China) Company Limited for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
China*	Industrial and Commercial Bank of China Limited
China*	Standard Chartered Bank (China) Limited for Standard Chartered Bank
Colombia*	Cititrust Colombia S.A., Sociedad Fiduciaria for Citibank, N.A.
Croatia*	Zagrebacka Banka D.D. for UniCredit Bank Austria AG
Cyprus	BNP Paribas Securities Services

<b>Country</b>	<b>Sub-Custodian</b>
Czech Republic	Citibank Europe PLC, Organizační Slozka for Citibank, N.A.
Denmark	Nordea Danmark, Filial AF Nordea Bank ABP, Finland
Denmark	Skandinaviska Enskilda Banken AB (publ), Danmark Branch
Egypt*	Citibank, N.A. - Cairo Branch
Egypt*	HSBC Bank Egypt S.A.E. for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Estonia	Swedbank as for Nordea Bank ABP
Finland	Nordea Bank ABP
Finland	Skandinaviska Enskilda Banken AB (publ), Helsinki Branch
France	BNP Paribas Securities Services
France	Caceis Bank
France	Deutsche Bank AG, Amsterdam Branch
Germany	BNP Paribas Securities Services - Frankfurt Branch
Germany	Deutsche Bank AG
Ghana*	Standard Chartered Bank Ghana Limited for Standard Chartered Bank
Greece	HSBC France, Athens Branch for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Hong Kong	Standard Chartered Bank (Hongkong) Limited for Standard Chartered Bank
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited (HSBC)
Hong Kong – Bond Connect	Standard Chartered Bank (Hongkong) Limited for Standard Chartered Bank
Hong Kong – Bond Connect	The Hongkong and Shanghai Banking Corporation Limited (HSBC)
Hong Kong – Stock Connect	The Hongkong and Shanghai Banking Corporation Limited (HSBC)
Hungary	Citibank Europe PLC, Hungarian Branch Office for Citibank, N.A.
Hungary	UniCredit Bank Hungary ZRT for UniCredit Bank Hungary ZRT and UniCredit S.p.A.
Iceland*	Landsbankinn HF.
India*	Citibank, N.A. - Mumbai Branch
India*	Deutsche Bank AG - Mumbai Branch
India*	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - India Branch
Indonesia	Citibank, N.A. - Jakarta Branch
Indonesia	Standard Chartered Bank, Indonesia Branch
Ireland	Citibank, N.A. - London Branch
Israel	Bank Hapoalim BM

<b>Country</b>	<b>Sub-Custodian</b>
Israel	Citibank, N.A., Israel Branch
Italy	BNP Paribas Securities Services - Milan Branch
Italy	Société Générale Securities Services S.p.A. (SGSS S.p.A.)
Ivory Coast*	Standard Chartered Bank Cote d'Ivoire for Standard Chartered Bank
Japan	Mizuho Bank Ltd
Japan	MUFG Bank, Ltd.
Japan	Sumitomo Mitsui Banking Corporation
Japan	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - Japan Branch
Jordan*	Standard Chartered Bank, Jordan Branch
Kazakhstan*	JSC Citibank Kazakhstan for Citibank, N.A.
Kenya*	Standard Chartered Bank Kenya Limited for Standard Chartered Bank
Kuwait*	HSBC Bank Middle East Limited - Kuwait Branch for the Hongkong and Shanghai Banking Corporation Ltd. (HSBC)
Latvia	"Swedbank" AS for Nordea Bank ABP
Lithuania	"Swedbank" AB for Nordea Bank ABP
Luxembourg	BNP Paribas Securities Services, Luxembourg Branch
Luxembourg	KBL European Private Bankers S.A.
Malaysia*	HSBC Bank Malaysia Berhad (HBMB) for the Hongkong and Shanghai Banking Corporation Ltd. (HSBC)
Malaysia*	Standard Chartered Bank Malaysia Berhad for Standard Chartered Bank
Mauritius*	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - Mauritius Branch
Mexico	Banco Nacional de Mexico, SA (Banamex) for Citibank, N.A.
Mexico	Banco S3 Mexico, S.A. Institucion de Banca Multiple for Banco Santander, S.A. and Banco S3 Mexico, S.A. Institucion de Banca Multiple
Morocco	Citibank Maghreb S.A. for Citibank, N.A.
Namibia*	Standard Bank Namibia Ltd. for Standard Bank of South Africa Limited
Netherlands	BNP Paribas Securities Services
Netherlands	Deutsche Bank AG, Amsterdam Branch
New Zealand	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - New Zealand Branch
Nigeria*	Stanbic IBTC Bank PLC for Standard Bank of South Africa Limited
Norway	Nordea Bank ABP, Filial I Norge
Norway	Skandinaviska Enskilda Banken AB (publ), Oslo
Oman*	HSBC Bank Oman SAOG for the Hongkong and Shanghai Banking Corporation Limited (HSBC)

<b>Country</b>	<b>Sub-Custodian</b>
Pakistan*	Standard Chartered Bank (Pakistan) Limited for Standard Chartered Bank
Peru*	Citibank del Perú S.A. for Citibank, N.A.
Philippines*	Standard Chartered Bank - Philippines Branch
Philippines*	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - Philippine Branch
Poland	Bank Handlowy W Warszawie SA (BHW) for Citibank NA
Poland	Bank Polska Kasa Opieki SA
Poland	ING Bank Slaski S.A. for ING Bank N.V.
Portugal	BNP Paribas Securities Services
Qatar*	HSBC Bank Middle East Ltd - Qatar Branch for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Romania	Citibank Europe PLC, Dublin - Sucursala Romania for Citibank, N.A.
Russia*	AO Citibank for Citibank, N.A.
Saudi Arabia*	HSBC Saudi Arabia and the Saudi British Bank (SABB) for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Serbia*	UniCredit Bank Serbia JSC for UniCredit Bank Austria AG
Singapore	DBS Bank Ltd (DBS)
Singapore	Standard Chartered Bank - Singapore Branch
Singapore	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - Singapore Branch
Slovakia	Citibank Europe PLC, Pobočka Zahraničnej Banky for Citibank, N.A.
Slovenia	UniCredit Banka Slovenija DD for UniCredit Banka Slovenija DD and UniCredit S.p.A.
South Africa	Société Générale Johannesburg Branch
South Africa	Standard Chartered Bank, Johannesburg Branch
South Korea*	Citibank Korea Inc. for Citibank, N.A.
South Korea*	KEB Hana Bank
South Korea*	The Hongkong and Shanghai Banking Corporation Limited - Korea Branch
Spain	Banco Bilbao Vizcaya Argentaria SA
Spain	BNP Paribas Securities Services, Sucursal en España
Spain	Société Générale Sucursal en España
Sri Lanka*	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - Sri Lanka Branch
Swaziland*	Standard Bank Swaziland Ltd. for Standard Bank of South Africa Limited
Sweden	Nordea Bank ABP, Filial I Sverige
Sweden	Skandinaviska Enskilda Banken AB (publ)

<b>Country</b>	<b>Sub-Custodian</b>
Switzerland	Credit Suisse (Switzerland) Ltd.
Switzerland	UBS Switzerland AG
Taiwan*	Bank of Taiwan
Taiwan*	HSBC Bank (Taiwan) Limited for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Taiwan*	JP Morgan Chase Bank, N.A., Taipei Branch
Taiwan*	Standard Chartered Bank (Taiwan) Ltd for Standard Chartered Bank
Tanzania*	Standard Chartered Bank Tanzania Limited and Standard Chartered Bank (Mauritius) Limited for Standard Chartered Bank
Thailand	The Hongkong and Shanghai Banking Corporation Limited (HSBC) - Thailand Branch
Thailand*	Standard Chartered Bank (Thai) Public Company Limited for Standard Chartered Bank
Transnational (Clearstream)	Brown Brothers Harriman & Co. (BBH&Co.)
Transnational (Euroclear)	Brown Brothers Harriman & Co. (BBH&Co.)
Tunisia*	Union Interationale de Banques (UIB)
Turkey	Citibank Anonim Sirketi for Citibank, N.A.
Turkey	Deutsche Bank A.S. for Deutsche Bank A.S. and Deutsche Bank AG
Uganda*	Standard Chartered Bank Uganda Limited for Standard Chartered Bank
Ukraine*	Joint Stock Company "Citibank" (JSC "Citibank") for Citibank, N.A.
United Arab Emirates*	HSBC Bank Middle East Limited for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
United Kingdom	Citibank, N.A., London Branch
United Kingdom	HSBC Bank PLC
United States	BBH&Co.
Uruguay	Banco Itaú Uruguay S.A. for Banco Itaú Uruguay S.A. and Itaú Unibanco S.A.
Vietnam*	HSBC Bank (Vietnam) Ltd. for the Hongkong and Shanghai Banking Corporation Limited (HSBC)
Zambia*	Standard Chartered Bank Zambia PLC for Standard Chartered Bank
Zimbabwe*	Standard Chartered Bank Zimbabwe Limited for Standard Chartered Bank

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

## SCHEDULE VI

### STOCK CONNECT

The Stock Connect is a securities trading and clearing linked program developed by Hong Kong Exchanges and Clearing Limited, SZSE, SSE and ChinaClear with an aim to achieve mutual stock market access between the PRC and Hong Kong. The Stock Connect comprises a Northbound Trading Link and a Southbound Trading Link. Under the Northbound Trading Link, Hong Kong and overseas investors (including the Funds), through their Hong Kong brokers and a securities trading service company established by SEHK, may be able to trade eligible China A Shares listed on the SSE or SZSE by routing orders to SSE or SZSE respectively. Under the Southbound Trading Link investors in China will be able to trade certain stocks listed on the SEHK. Under the Stock Connect, the Funds, through their Hong Kong brokers may trade certain eligible shares listed on the SSE or SZSE.

For the SSE, these include all the constituent stocks from time to time of the SSE 180 Index and SSE 380 Index, and all the SSE-listed A shares that are not included as constituent stocks of the relevant indices but which have corresponding H-Shares listed on SEHK, except the following:

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

Investors eligible to trade shares that are listed on the STAR Market of SSE under Northbound trading will be limited to institutional professional investors. The SSE eligible securities do not include exchange-traded funds (“ETFs”), China B-Shares, bonds and other securities.

For the SZSE, these include all constituent stocks of the SZSE Component Index and the SZSE Small/Mid Cap Innovation Index which have a market capitalisation of not less than RMB 6 million and all SZSE-listed shares of companies that have issued both A shares and H shares, except the following:

- SSE-listed shares which are not traded in RMB; and
- SSE-listed shares which are included in the “risk alert board”, or under delisting arrangement.

However, the SZSE restricts investors who are eligible to trade shares listed on the ChiNext Board of SZSE to “institutional professional investors”<sup>2</sup>.

The SZSE will include ETFs as eligible securities.

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

The trading is subject to rules and regulations issued from time to time. Trading under the Stock Connect will initially be subject to a daily quota (“Daily Quota”). Northbound trading and Southbound trading will be subject to a separate Daily Quota. The Daily Quota limits the maximum net buy value of cross-boundary trades under the Stock Connect each day. The Northbound Daily Quota is set at RMB52 billion for each of SZSE and SSE respectively. HKSCC, a wholly-owned subsidiary of HKEX, and ChinaClear will be responsible for the clearing, settlement and the provision of depository, nominee and other related services of the

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<sup>2</sup> As defined in the Hong Kong Securities and Futures Ordinance and the SFC Code of Conduct for Persons Licensed by or Registered with the SFC.

trades executed by their respective market participants and investors. The China A Shares traded through Stock Connect are issued in scriptless form, and investors will not hold any physical China A Shares.

Although HKSCC does not claim proprietary interests in the either SZSE or SSE securities held in its omnibus stock account in ChinaClear, ChinaClear as the share registrar for SZSE and SSE listed companies will still treat HKSCC as one of the shareholders when it handles corporate actions in respect of such SZSE and SSE securities.

In addition to paying trading fees, levies and stamp duties in connection with trading in China A Shares, the Funds may be subject to new fees arising from trading of China A Shares via the Stock Connect which are yet to be determined and announced by the relevant authorities.

## SCHEDULE VII

### BOND CONNECT

Bond Connect is an initiative launched in July 2017 for mutual bond market access between Hong Kong and Mainland China established by CFETS, China Central Depository & Clearing Co., Ltd (“CCDC”), Shanghai Clearing House (“SCH”), and Hong Kong Exchanges and Clearing Limited (“HKEX”) and Central Moneymarkets Unit (“CMU”).

Bond Connect is governed by rules and regulations as promulgated by the Mainland Chinese authorities. Such rules and regulations may be amended from time to time and include (but are not limited to) the “Interim Measures for the Administration of Mutual Bond Market Access between Mainland China and Hong Kong (Decree No.1 [2017])” issued by the PBOC on 21 June 2017 and any other applicable regulations, rules and guidances promulgated by the relevant authorities.

Under the prevailing regulations in Mainland China, eligible foreign investors will be allowed to invest in the bonds circulated in the CIBM through the Northbound Trading Link. There will be no investment quota for the Northbound Trading Link. Under the Northbound Trading Link, eligible foreign investors are required to appoint the CFETS or other institutions recognised by the PBOC as registration agents to apply for registration with the PBOC.

Eligible foreign investors may submit trade requests for bonds circulated in the CIBM through the Northbound Trading Link provided by offshore electronic bond trading platforms, which will in turn transmit their requests for quotation to CFETS. CFETS will send the requests for quotation to a number of approved onshore dealers (including market makers and others engaged in the market making business) in Mainland China. The approved onshore dealers will respond to the requests for quotation via CFETS, and CFETS will send their responses to those eligible foreign investors through the same offshore electronic bond trading platforms. Once the eligible foreign investor accepts the quotation, the trade is concluded on CFETS.

On the other hand, the settlement and custody of bond securities traded in the CIBM under the Bond Connect will be done through the settlement and custody link between the CMU, as an offshore custody agent, and the CSDCC and the SHCH, as onshore custodian and clearing institutions in Mainland China. Under the settlement link, CSDCC or the SHCH will effect gross settlement of confirmed trades onshore and the CMU will process bond settlement instructions from the CMU members on behalf of eligible foreign investors in accordance with its relevant rules.

Pursuant to the prevailing regulations in Mainland China, the CMU, being the offshore custody agent recognized by the HKMA, open omnibus nominee accounts with the onshore custody agent recognized by the PBOC (i.e., the CSDCC and Interbank Clearing Company Limited). All bonds traded by eligible foreign investors will be registered in the name of the CMU, which will hold such bonds as a nominee owner.

Eligible foreign investors may trade through Bond Connect using offshore RMB (CNH) or by converting offshore currency into Onshore RMB (CNY) under Bond Connect.

Where an investor uses offshore currency to invest through the Northbound Trading Link, it must open a segregated RMB capital account with a Hong Kong RMB clearing bank or an eligible offshore RMB business participating bank (each an “RMB Settlement Bank”) to convert its foreign currency into CNY. Where bonds are purchased in CNY in this manner, the proceeds of the sale must be converted back into the foreign currency upon sale of the bonds and remittance of the proceeds out of mainland China.



Investors using CNH to invest in bonds through Bond Connect do not need to appoint an RMB Settlement Bank, nor do they need to open a segregated RMB capital account.