

If you are in any doubt about the contents of this Prospectus, the risks involved in investing in the Company or the suitability for you of investing in the Company, you should consult your stock broker or other independent financial adviser. Prices for shares in the Company may fall as well as rise.

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

OCEAN DIAL INVESTMENT FUNDS PLC

An umbrella fund with segregated liability between Funds

An open-ended umbrella investment company with variable capital and segregated liability between Funds incorporated with limited liability in Ireland under the Companies Act 2014 with registration number 506061 and established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 as amended.

P R O S P E C T U S

Ocean Dial Asset Management Limited

Investment Manager

The date of this Prospectus is 23 January, 2017

IMPORTANT INFORMATION

This Prospectus should be read in conjunction with the section entitled "Definitions".

The Prospectus

This Prospectus describes Ocean Dial Investment Funds plc (the "Company"), an open-ended umbrella investment company with variable capital and segregated liability between Funds incorporated with limited liability in Ireland and authorised by the Central Bank of Ireland (the "Central Bank") as an Undertaking for Collective Investment in Transferable Securities ("UCITS") pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, as amended. The Company is structured as an umbrella fund and may comprise several portfolios of assets with each portfolio of assets being a Fund. The share capital of the Company ("Shares") may be divided into different classes of shares ("Classes").

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

The latest published annual and half yearly reports of the Company will be supplied to subscribers free of charge on request and will be available to the public as further described in the section of this Prospectus entitled "Report and Accounts".

Redemption Charge

The Directors are empowered to levy a redemption charge not exceeding 3% of the Net Asset Value per Share. Details of any such charge with respect to one or more Funds or Classes will be set out in the relevant Supplement.

The difference at any one time between the sale price (to which may be added a sales commission) and the redemption price of Shares (from which may be deducted a redemption fee) means an investment should be viewed as medium to long term.

Prices of Shares in the Company may fall as well as rise.

Authorisation by the Central Bank

The Company is both authorised and supervised by the Central Bank of Ireland (the "Central Bank"). Authorisation of the Company by the Central Bank shall not constitute a warranty as to the performance of the Company 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 and the Central Bank is not responsible for the contents of this Prospectus.

Stock Exchange Listing

Application may be made to the Irish Stock Exchange for the Shares of any particular Class or Fund to be admitted to the Official List and trading on the Main Securities Market of the Irish Stock Exchange. The Class A US\$, Class B Euro, Class C GBP , Class D US\$, and Class G GBP Shares of Ocean Dial Gateway to India Fund have been admitted to listing. . The Class A US\$ and Class B US\$ shares of the Ocean Dial Systematic India Return Fund have been admitted to listing.

Restrictions on Distribution and Sale of Shares

The distribution of this Prospectus and the offering of Shares may be restricted in certain jurisdictions. This Prospectus does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorised or the person receiving the offer or solicitation may not lawfully do so. It is the responsibility of any person in possession of this Prospectus and of any person wishing to apply for Shares to inform himself of and to observe all applicable laws and regulations of the countries of his nationality, residence, ordinary residence or domicile.

The Directors may restrict the ownership of Shares by any person, firm or corporation where such ownership would be in breach of any regulatory or legal requirement or may affect the tax status of the Company. Any restrictions applicable to a particular Fund or Class shall be specified in the relevant Supplement for such Fund or Class. Any person who is holding Shares in contravention of the restrictions set out above or, by virtue of his holding, is in breach of the laws and regulations of any competent jurisdiction or whose holding could, in the opinion of the Directors, cause the Company or the Shareholders as a whole or any Fund to incur any liability to taxation or to suffer any pecuniary disadvantage which any or all of them might not otherwise have incurred or sustained or otherwise in circumstances which the Directors believe might be prejudicial to the interests of the Shareholders, shall indemnify the Company, the Investment Manager, the Depositary, the Administrator and Shareholders for any loss suffered by it or them as a result of such person or persons acquiring or holding Shares in the Company.

The Directors have the power under the Articles of Association to compulsorily redeem and/or cancel any Shares held or beneficially owned in contravention of the restrictions imposed by them as described in this Prospectus.

United Kingdom

The Company will provide the facilities required by the Collective Investment Schemes Sourcebook published by the Financial Conduct Authority governing such schemes at the offices of the Distributor in the United Kingdom.

The Company does not have a permanent place of business in the United Kingdom. In accordance with FCA rules, the Company will provide the following documents for inspection during normal business hours at the offices of the Investment Manager, Distributor and Promoter as detailed in the Directory section of this prospectus:

- (a) The Memorandum and Articles of Association of the Company.
- (b) Once published, the latest annual and half yearly reports of the Company (copies of which may be obtained from the Administrator free of charge).
- (c) Copies of the Prospectus and Key Investor Information Document.

As against the Company, and any overseas agent thereof who is not a person authorised to carry on investment business in the United Kingdom, a United Kingdom investor will not benefit from most of the protections afforded by the United Kingdom regulatory system, and in particular will not benefit from rights under the Financial Services Compensation Scheme or access to the Financial Ombudsman Service which are designed to protect investors as described in the FSMA and the rules of the Financial Conduct Authority in the United Kingdom.

United States of America

None of the Shares have been, nor will be, registered under the United States Securities Act of 1933 (the "1933 Act") and, except in a transaction which does not violate the 1933 Act or any other applicable United States securities laws (including without limitation any applicable law of any of the States of the United States), none of the Shares may be directly or indirectly offered or sold in the United States of America, or any of its territories or possessions or areas subject to its jurisdiction, or to or for the benefit of a US Person. Neither the Company nor any Fund will be registered under the United States Investment Company Act of 1940.

Notwithstanding the foregoing prohibition on offers and sales in the United States or to or for the benefit of US Persons, the Company may make a private placement of its Shares to a limited number or category of US Persons.

Reliance on this Prospectus

Statements made in this Prospectus and any Supplement are based on the law and practice in force in the Republic of Ireland at the date of the Prospectus or Supplement as the case may be, which may be subject to change. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares in the Company shall under any circumstances constitute a representation that the affairs of the Company have not changed since the date hereof. This Prospectus will be updated by the Company to take into account any material changes from time to time and any such amendments will be notified in advance to and cleared by the Central Bank. Any information or representation not contained in this Prospectus or given or made by any broker, salesperson or other person should be regarded as unauthorised by the Company and should accordingly not be relied upon.

Investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or other matters. You should consult your stockbroker or other financial adviser.

Risk Factors

Investors should read and consider the section of this Prospectus entitled “Risk Factors” before investing in the Company.

Translations

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

DIRECTORY

OCEAN DIAL INVESTMENT FUNDS PLC

Directors

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Simon O'Sullivan
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Depository

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Legal Advisers (Ireland) & Sponsoring Brokers

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Secretary

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Legal Advisers (England & Wales) to the Investment Manager

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DEFINITIONS

In this Prospectus the following words and phrases have the meanings set forth below:-

All references to a specific time of day are to Irish time

- “Accounting Date” means 31 March in each year or such other date as the Directors may from time to time decide.
- “Accounting Period” means a period ending on the Accounting Date and commencing, in the case of the first such period on the date of incorporation of the Company and, in subsequent such periods, on the day following expiry of the last Accounting Period.
- “Act” means the Companies Acts 2014 and every amendment or re-enactment of the same.
- “Administrator” means Apex Fund Services (Ireland) Ltd. or any successor company approved by the Central Bank as administrator of the Company’s and of each Fund’s affairs.
- “Administration Agreement” means the Amended and Restated Administration Agreement made between the Company and the Administrator dated 01 October, 2015 as may be further amended from time to time in accordance with the requirements of the Central Bank.
- “AIMA” means the Alternative Investment Management Association.
- “Anti-Dilution Levy” means an adjustment in a Fund’s Net Asset Value for market spreads (the difference between the prices at which assets are valued and/or bought or sold), duties and charges and other dealing costs relating to the acquisition or disposal of assets, to preserve the value of the underlying assets of a Fund, the details of which are outlined under the heading “Anti-Dilution Levy/Duties and Charges”.
- “Application Form” means any application form to be completed by subscribers for Shares as prescribed by the Company from time to time.
- “Articles of Association” means the Memorandum and Articles of Association of the Company as may be amended from time to

	time in accordance with the requirements of the Central Bank.
“Auditors”	means Deloitte & Touche, Ireland.
“Base Currency”	means the currency of account of a Fund as specified in the relevant Supplement relating to that Fund.
“Business Day”	means in relation to a Fund such day or days as shall be so specified in the relevant Supplement for that Fund.
“CBI UCITS Regulations”	mean the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015 as may be amended, supplemented, replaced or consolidated from time to time.
“Central Bank”	means the Central Bank of Ireland or any successor body thereto.
“Class”	means a particular division of Shares representing a Fund.
“Company”	means Ocean Dial Investment Funds plc.
“Commitment Approach”	means the methodology which may be used in the risk management process of certain Funds as disclosed in the relevant Supplement to calculate exposure to derivatives in accordance with the Central Bank’s requirements. The commitment approach calculates exposure as a result of the use of derivatives by converting the derivatives into the equivalent positions of the underlying assets.
“Country Supplement”	means a supplement to this Prospectus, issued from time to time, specifying certain information pertaining to the offer of Shares of the Company or a Fund or Class in a particular jurisdiction or jurisdictions.
“Data Protection Legislation”	means the Data Protection Act, 1988 as amended by the Data Protection (Amendment) Act, 2003 as amended from time to time.

“Dealing Day”	means in relation to a Fund such Business Day or Business Days as shall be specified in the relevant Supplement for that Fund and determined by the Directors from time to time provided that there shall be at least two Dealing Days per month which shall occur at regular intervals.
“Dealing Deadline”	means in relation to a Fund, such time on or with respect to any Dealing Day as shall be specified in the relevant Supplement for the Fund.
“Depositary”	means Société Générale S.A , Dublin Branch or any successor company approved by the Central Bank as depositary of the assets of the Company and of each Fund.
“Depositary Agreement”	means the depositary agreement made between the Company and the Depositary dated 12 December, 2016 as may be amended from time to time in accordance with the requirements of the Central Bank.
“Directors”	mean the directors of the Company or any duly authorised committee or delegate thereof.
“Distributor”	means Ocean Dial Asset Management Limited and/or such other person(s) duly appointed either in successor thereto or in addition thereto in accordance with the requirements of the Central Bank.
“EEA”	means the countries for the time being comprising the European Economic Area (being at the date of this Prospectus, (i) European Union Member States (ii) Norway, (iii) Iceland; and (iv) Liechtenstein).
“EMIR”	Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories.
“EUR”, “Euro” or “€”	means the lawful currency of the participating member states of the European Union which have adopted the single currency in accordance with the EC Treaty of Rome dated 25th March 1957 as amended.

“Exempt Irish Investor”

means

- a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies;
- a company carrying on life business within the meaning of Section 706 of the Taxes Act;
- an investment undertaking within the meaning of Section 739B(1) of the Taxes Act;
- a special investment scheme within the meaning of Section 737 of the Taxes Act;
- a charity being a person referred to in Section 739D(6)(f) of the Taxes Act;
- a unit trust to which Section 731(5)(a) of the Taxes Act applies;
- a qualifying fund manager within the meaning of Section 784A(1)(a) of the Taxes Act where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- a qualifying management company within the meaning of Section 739B of the Taxes Act;
- an investment limited partnership within the meaning of Section 739J of the Taxes Act;
- a personal retirement savings account (“PRSA”) administrator acting on behalf of a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the Taxes Act and the Shares are assets of a PRSA;
- a credit union within the meaning of Section 2 of the Credit Union Act, 1997;
- the National Treasury Management Agency or a fund investment vehicle (within the meaning of section 37 of the National Treasury Management Agency (Amendment) Act 2014) of which the Minister for Finance is the sole beneficial owner, or the State acting through the National Treasury Management Agency;
- the National Asset Management Agency;
- a company which is within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act in respect of payments made to it by the Company; or

- any other Irish Resident or persons who are Ordinarily Resident in Ireland who may be permitted to own Shares under taxation legislation or by written practice or concession of the Revenue Commissioners without giving rise to a charge to tax in the Company or jeopardising tax exemptions associated with the Company giving rise to a charge to tax in the Company;

provided that they have correctly completed the Relevant Declaration.

“Fund”

means a sub-fund of the Company representing the designation by the Directors of a particular Class or Classes of Shares as a sub-fund, the proceeds of issue of which are pooled separately and invested in accordance with the investment objective and policies applicable to such sub-fund and which is established by the Directors from time to time with the prior approval of the Central Bank.

“Fund Cash Account”

means a cash account designated in a particular currency opened in the name of a Fund into which (i) subscription monies received from investors who have subscribed for Shares in the relevant Fund are deposited and held until Shares are issued as of the relevant Dealing Day; (ii) redemption monies due to investors who have redeemed Shares in the relevant Fund are deposited and held until paid to the relevant investors; and (iii) dividend payments owing to Shareholders of the relevant Fund are deposited and held until paid to such Shareholders.

“GBP” or “£”

means the lawful currency of the United Kingdom

“Initial Price”

means the initial offer price payable for a Share as specified in the relevant Supplement for each Fund.

“Intermediary”

means a person who:-

- carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or

- holds shares in an investment undertaking on behalf of other persons.

“Investment Manager”

means Ocean Dial Asset Management Limited.

“Investment Management and Distribution Agreement”

means the Investment Management and Distribution Agreement made between the Company and the Investment Manager and Distributor dated 17th August, 2012 as may be amended from time to time in accordance with the requirements of the Central Bank.

“IOSCO”

means the International Organisation of Securities Commissions.

“Ireland”

means the Republic of Ireland.

“Irish Resident”

means

- in the case of an individual, means an individual who is resident in Ireland for tax purposes.
- in the case of a trust, means a trust that is resident in Ireland for tax purposes.
- in the case of a company, means a company that is resident in Ireland for tax purposes.

An individual will be regarded as being resident in Ireland for a tax year if he/she is present in Ireland: (1) for a period of at least 183 days in that tax year; or (2) for a period of at least 280 days in any two consecutive tax years, provided that the individual is present in Ireland for at least 31 days in each period. In determining days present in Ireland, an individual is deemed to be present if he/she is in Ireland at any time during the day. This new test takes effect from 1 January 2009 (previously in determining days present in Ireland an individual was deemed to be present if he/she was in Ireland at the end of the day (midnight)).

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

A company which has its central management and

control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where:

- the company or a related company carries on a trade in Ireland, and either the company is ultimately controlled by persons resident in EU Member States or in countries with which Ireland has a double taxation treaty, or the company or a related company are quoted companies on a recognised Stock Exchange in the EU or in a treaty country under a double taxation treaty between Ireland and that country. This exception does not apply where it would result in an Irish incorporated company that is managed and controlled in a relevant territory (other than Ireland), but would not be resident in that relevant territory as it is not incorporated there, not being resident for tax purposes in any territory.

or

- the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country.

The Finance Act 2014 amended the above residency rules for companies incorporated on or after 1 January 2015. These new residency rules will ensure that companies incorporated in Ireland and also companies not so incorporated but that are managed and controlled in Ireland, will be tax resident in Ireland except to the extent that the company in question is, by virtue of a double taxation treaty between Ireland and another country, regarded as resident in a territory other than Ireland (and thus not resident in Ireland). For companies incorporated before this date these new rules will not come into effect until 1 January 2021 (except in limited circumstances).

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and potential investors are

referred to the specific legislative provisions that are contained in Section 23A of the Taxes Act.

“Member”	means a Shareholder or a person who is registered as the holder of one or more non-participating shares in the Company.
“Member State”	means a member state of the European Union.
“Minimum Holding”	means the minimum number or value of Shares which must be held by Shareholders as specified in the relevant Supplement.
“Minimum Initial Subscription”	means the minimum value of an initial subscription for Shares as specified in the relevant Supplement.
“Minimum Transaction Size”	means the minimum value of subsequent subscriptions, redemptions, conversions or transfers of Shares in any Fund or Class as specified in the relevant Supplement.
“Net Asset Value”	means the Net Asset Value of a Fund or attributable to a Class (as appropriate) calculated as referred to in this Prospectus.
“Net Asset Value per Share”	means the Net Asset Value of a Fund determined as at the Valuation Point or with respect to the relevant Dealing Day divided by the number of Shares in issue or deemed to be in issue in that Fund or the Net Asset Value attributable to a Class divided by the number of Shares issued in that Class or deemed to be in issue in that Class rounded to such number of decimal places as the Directors may determine as set out in this Prospectus.
“OECD Governments”	means a government of a country which is a member of the Organisation for Economic Co-Operation and Development, being at the date of this Prospectus each of Australia, Austria, Belgium, Canada, Chile, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Israel, Japan, Korea, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United

States or any other country that may join the OECD from time to time.

“Ordinarily Resident in Ireland”

means

- in the case of an individual, means an individual who is ordinarily resident in Ireland for tax purposes.
- in the case of a trust, means a trust that is ordinarily resident in Ireland for tax purposes.

An individual will be regarded as ordinarily resident for a particular tax year if he/she has been Irish Resident for the three previous consecutive tax years (i.e. he/she becomes ordinarily resident with effect from the commencement of the fourth tax year).

An individual will remain ordinarily resident in Ireland until he/she has been non-Irish Resident for three consecutive tax years. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2016 to 31 December 2016 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year 1 January 2019 to 31 December 2019.

The concept of a trust’s ordinary residence is somewhat obscure and linked to its tax residence.

“OTC”

means Over-the-Counter, a commonly used term for customised trades in securities, including derivative trades, that are not available for trading on an exchange and for which no secondary market may exist.

“Prospectus”

the prospectus of the Company and any Supplements and addenda thereto issued in accordance with the requirements of the UCITS Regulations.

“Recognised Clearing System”

means any clearing system listed in Section 246A of the Taxes Act (including, but not limited to, Euroclear, Clearstream Banking AG, Clearstream Banking SA and CREST) or any other system for clearing shares which is designated for the purposes of Chapter 1A in Part 27 of the Taxes Act, by the Irish Revenue Commissioners, as a recognised clearing system.

“Recognised Exchange”	means the stock exchanges or markets set out in Appendix II to this Prospectus.
“Relevant Declaration”	means the declaration relevant to the Shareholder as set out in Schedule 2B of the Taxes Act.
“Relevant Period”	means a period of 8 years beginning with the acquisition of a Share by a Shareholder and each subsequent period of 8 years beginning immediately after the preceding Relevant Period.
“Share”	means a participating share or, save as otherwise provided in this Prospectus, a fraction of a participating share in the capital of the Company.
“Shareholder”	means a person who is registered as the holder of Shares in the register of Shareholders for the time being kept by or on behalf of the Company.
“Specified US Person”	means (i) a US citizen or resident individual, (ii) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof (iii) a trust if (a) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (b) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States; excluding (1) a corporation the stock of which is regularly traded on one or more established securities markets; (2) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i); (3) the United States or any wholly owned agency or instrumentality thereof; (4) any State of the United States, any US Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (5) any organization exempt from taxation under section 501(a) or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code; (6) any bank as defined in section 581 of the U.S. Internal Revenue Code; (7) any real

estate investment trust as defined in section 856 of the U.S. Internal Revenue Code; (8) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (9) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code; (10) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code; (11) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; or (12) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code. This definition shall be interpreted in accordance with the U.S. Internal Revenue Code.

“Supplement”

means a supplement to this Prospectus specifying certain information in respect of a Fund and/or one or more Classes.

“Taxes Act”

The Taxes Consolidation Act, 1997 (of Ireland) as amended.

“UCITS”

means an Undertaking for Collective Investment in Transferable Securities.

“UCITS Directive”

EC Council Directive 2009/65/EC of 13 July 2009 as amended, consolidated or substituted from time to time.

“UCITS Regulations”

means the European Communities Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (as amended, consolidated or substituted from time to time) and any regulations issued by the Central Bank pursuant thereto for the time being in force.

“United States”

means the United States of America (including the States and the District of Columbia) its territories, possessions and all other areas subject to its jurisdiction.

“US Dollar”, “USD” or “US\$”

means United States Dollars, the lawful currency for the time being of the United States of America.

“US Person”

means a US Person as defined in Regulation S under the 1933 Act and CFTC Rule 4.7 or under the Foreign Account Tax Compliance Act.

“Valuation Point”

means such time as shall be specified in the relevant Supplement for each Fund by reference to which the Net Asset Value shall be calculated or such other time as the Directors may determine and notify to Shareholders provided that the Valuation Point shall not be prior to the Dealing Deadline.

1. THE COMPANY

General

The Company is an open-ended investment company with variable capital and segregated liability between Funds incorporated in Ireland on 15 November, 2011 under the Act with registration number 506061. The Company has been authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations.

The Company is structured as an umbrella fund consisting of different Funds each comprising one or more Classes. The Shares issued in each Fund will rank pari passu with each other in all respects provided that they may differ as to certain matters including currency of denomination, hedging strategies if any applied to the currency of a particular Class, dividend policy, the level of fees and expenses to be charged or the Minimum Initial Subscription, Minimum Holding and Minimum Transaction Size applicable.

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. A separate portfolio of assets is not maintained for each Class. The investment objective and policies and other details in relation to each Fund are set out in the relevant Supplement which forms part of and should be read in conjunction with this Prospectus.

The Base Currency of each Fund is specified in the relevant Supplement. At the date of this Prospectus, the Company has established the Funds and Classes with the respective currencies listed below. Additional Funds in respect of which a Supplement or Supplements will be issued may be established by the Directors with the prior approval of the Central Bank. Additional Classes in respect of which a Supplement or Supplements will be issued may be established by the Directors and notified to and cleared in advance with the Central Bank or otherwise must be created in accordance with the requirements of the Central Bank.

Name of Fund	Class	Currency
Ocean Dial Gateway to India Fund	A US\$	US\$
	B EURO	EUR
	C GBP	GBP
	D US\$	US\$
	E US\$	US\$
	F EURO	EUR
	G GBP	GBP
Ocean Dial Systematic India Return Fund	A US\$	US\$
	B US\$	US\$

Investment Objective and Policies

The specific investment objective and policies of each Fund will be set out in the relevant Supplement to this Prospectus and will be formulated by the Directors at the time of creation of the relevant Fund.

Investors should be aware that the performance of certain Funds may be measured against a specified index or benchmark and in this regard, Shareholders are directed towards the relevant Supplement which will refer to any relevant performance measurement criteria. The Company may at any time change that reference index where, for reasons outside its control, that index has been replaced, or another index or benchmark may reasonably be considered by the Company to have become the appropriate standard for the relevant exposure. In such circumstances, any change in index must be disclosed in the annual or half-yearly report of the Company issued subsequent to such a change.

The investment objective of a Fund may not be altered and material changes in the investment policy of a Fund may not be made without prior approval of Shareholders on the basis of a simple majority of votes cast at a meeting of the Shareholders of the particular Fund duly convened and held or with the prior written approval of all Shareholders of the relevant Fund. In accordance with the requirements of the Central Bank, "material" shall be taken to mean, although not exclusively, changes which would significantly alter the asset type, credit quality, borrowing limits or risk profile of a Fund. In the event of a change of the investment objective and/or any material change to the investment policy of a Fund on the basis of prior written approval or by way of a majority of votes cast at a meeting of the Shareholders of the particular Fund duly convened and held, Shareholders in the relevant Fund will be given reasonable notice of such change to enable them redeem their Shares prior to implementation of such a change.

Cross Investment

Investors should note that, subject to the requirements of the Central Bank, each of the Funds may invest in the other Funds of the Company.

The Investment Manager may not charge investment management fees in respect of that proportion of the assets of a Fund which are invested in other Funds of the Company. In addition, no sales commission, redemption fee or conversion fee may be charged on the cross-investing Fund's investment. Investment will not be made by a Fund in a Fund which itself cross-invests in another Fund within the Company.

Eligible Assets and Investment Restrictions

Investment of the assets of each Fund must comply with the UCITS Regulations. The Directors may impose further restrictions in respect of any Fund. The investment and borrowing restrictions applying to the Company and each Fund are set out in Appendix I to this Prospectus. Each Fund may also hold ancillary liquid assets.

The list of Recognised Exchanges on which a Fund's investments in securities and financial derivative instruments, other than permitted investments in unlisted securities and over the counter derivative instruments, will be listed or traded is set out in Appendix II to this Prospectus.

Borrowing Powers

The Company may only borrow on a temporary basis for the account of a Fund and the aggregate amount of such borrowings may not exceed 10% of the Net Asset Value of such Fund. Subject to this

limit the Directors may exercise all borrowing powers on behalf of the Company. In accordance with the provisions of the UCITS Regulations the Company may charge the assets of a Fund as security for borrowings of that Fund.

Changes to Investment and Borrowing Restrictions

It is intended that the Company shall have the power (subject to the prior approval of the Central Bank) to avail itself of any change in the investment and borrowing restrictions specified in the UCITS Regulations which would permit investment by the Company in securities, derivative instruments or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations. Any changes to the investment and borrowing restrictions will be disclosed in an updated Prospectus.

Efficient Portfolio Management

The Company may, on behalf of each Fund, subject to the requirements of the Central Bank engage in techniques and instruments (such as those set out in Appendix III to this Prospectus) relating to transferable securities and money market instruments for efficient portfolio management purposes provided that the exposure to the underlying assets does not exceed in aggregate the investment limits set out in Appendix I to this Prospectus.

Efficient portfolio management transactions (which may include transactions in financial derivative instruments) relating to the assets of the Company may be entered into by the Investment Manager with one of the following aims: i) the reduction or stabilisation of risk; ii) the reduction of cost with no increase or a minimal increase in risk; iii) the generation of additional capital or income for the Fund with a level of risk consistent with the risk profile of the Fund and the risk diversification requirements set out in the CBI's UCITS Regulations.

In relation to efficient portfolio management operations, the Investment Manager will seek to ensure that the techniques and instruments entered into for the purposes of efficient portfolio management are realised in a cost effective manner.

For the purpose of providing margin or collateral in respect of transactions in efficient portfolio management techniques and instruments, the Company may transfer, mortgage, charge or encumber any assets or cash forming part of the relevant Fund in accordance with normal market practice.

Financial Derivative Instruments

Subject to disclosure in the relevant Supplement, a Fund may invest in financial derivative instruments dealt in on a Recognised Exchange and/or in OTC derivative instruments in each case under and in accordance with conditions or requirements imposed by the Central Bank. Further information in this regard is set out in Appendix III to this Prospectus.

The financial derivative instruments which the Investment Manager may invest in on behalf of each Fund, and the expected effect of investment in such financial derivative instruments on the risk profile of a Fund are set out in the relevant Supplement. The extent to which a Fund may be leveraged through the use of financial derivative instruments will also be disclosed in the relevant Supplement. In

addition, the attention of investors is drawn to the section of the Prospectus headed "Efficient Portfolio Management" and the risks described under the headings "Derivatives and Techniques and Instruments Risk" and "Currency Risk" in the Risk Factors Section of the Prospectus and, if applicable to a particular Fund, the relevant Supplement.

The Company will employ a risk management process based on the Commitment Approach which will enable it to accurately measure, monitor and manage the risks attached to financial derivative positions and details of this process have been provided to the Central Bank. The Company will not utilise financial derivatives which have not been included in the risk management process until such time as a revised risk management process has been submitted to and cleared by the Central Bank. The Company will provide, upon request by Shareholders, supplementary information relating to the risk management methods employed by the Company including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

For the purpose of providing margin or collateral in respect of transactions in financial derivative instruments, the Company may transfer, mortgage, charge or encumber any assets or cash forming part of the relevant Fund in accordance with normal market practice.

Investment in Financial Indices

Where provided in the relevant Fund Supplement, a Fund may seek exposure to some or all of the assets referred to in the investment policy section of each Fund by obtaining exposure to financial indices, through financial derivative instruments such as futures or swaps on financial indices.

The Investment Manager shall only gain exposure to such a financial index which complies with the UCITS Regulations and the requirements of the Central Bank as set out in the CBI UCITS Regulations and the following provisions will apply to any such financial index:-

- (a) any such financial index will be rebalanced /adjusted on a periodic basis in accordance with the requirements of the Central Bank e.g. on a weekly, monthly, quarterly, semi-annual or annual basis;
- (b) the costs associated with gaining exposure to such a financial index will be impacted by the frequency with which the relevant financial index is rebalanced;
- (c) a list of such financial indices to which a Fund is exposed will be included in the annual financial statements of the Company;
- (d) details of any such financial index used by a Fund will be provided to Shareholders of that Fund by the Investment Manager on request;
- (e) where the weighting of a particular constituent in any such financial index exceeds the investment restrictions set down in the UCITS Regulations, the Investment Manager will as a priority objective look to remedy the situation taking into account the interests of the Shareholders of the relevant Fund.

Where a financial index comprised of Eligible Assets does not fulfil the criteria set out in Article 9(1) of the Commission Directive 2007/16/EC (i.e. sufficiently diversified, representative of an adequate benchmark for the market to which it refers and published in an appropriate manner), investment via a

financial derivative on such an index by the Company on behalf of a Fund is not considered a derivative on a financial index but is regarded as a derivative on the combination of assets comprised in the index. A Fund may only gain exposure using a financial derivative instrument to such a financial index where on a “look through” basis, the Fund is in a position to comply with the risk spreading rules set down in the UCITS Regulations taking into account both direct and indirect exposure of the Fund to the constituents of the relevant index.

Dividend Policy

The dividend policy and information on the declaration and payment of dividends for each Fund will be specified in the relevant Supplement. The Articles of Association of the Company empower the Directors to declare dividends in respect of any Shares in the Company out of the net income of the relevant Fund (i.e. income less accrued expenses) (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) during the Accounting Period, subject to certain adjustments.

Dividends declared shall not be paid to Shareholders until the original subscription application form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) have been received from the relevant Shareholder(s). Until the relevant anti-money laundering procedures have been completed and the Administrator has verified the Shareholder’s identity to its satisfaction, dividends payable to Shareholders shall remain an asset of the Fund and will not benefit from the application of any investor money protection rules (i.e. the distribution monies in such circumstance will not be held on trust for the relevant Shareholder). In such circumstance, the Shareholder will be an unsecured creditor of the relevant Fund with respect to the distribution amount held by the Company until paid to the Shareholder and the Shareholder entitled to such distribution amount will be an unsecured creditor of the Fund.

Subject to the dividend policy of each Fund as set out in the relevant Supplement and in particular where such policy provides that dividends may be declared, dividend payments pending payment to the relevant Shareholder will be held in the relevant Fund Cash Account and will be treated as an asset of the Fund until paid to that Shareholder and will not benefit from the application of any investor money protection rules (i.e. the dividend monies in such circumstance will not be held on trust for the relevant Shareholder). In such circumstance, the Shareholder will be an unsecured creditor of the relevant Fund with respect to the dividend amount held in the relevant Fund Cash Account until paid to the Shareholder.

Your attention is drawn to the section of the Prospectus entitled “*Risk Factors*” –“*Operation of Fund Cash Accounts*” below.

The Directors may at any time determine to change the policy for each Fund with respect to dividends. If the Directors so determine, full details of any such change will be disclosed in an updated prospectus or supplement and Shareholders will be notified in advance.

Unclaimed Dividends

Any dividends paid which are not claimed or collected within six years of payment shall revert to and form part of the assets of the relevant Fund. No dividends or other amount payable to Shareholders shall bear interest against the Company.

Publication of Net Asset Value per Share

The Net Asset Value per Share and/or the subscription and redemption prices will be published daily in such publications as the Directors may determine in the jurisdictions in which the Shares are offered for sale and shall also be made available on the internet at www.oceandial.com and updated following each calculation of Net Asset Value. In addition, the Net Asset Value per Share may be obtained from the Administrator during normal business hours in Ireland. The Net Asset Value of any Fund or attributable to a Class whose Shares are listed will also be notified to the Irish Stock Exchange by the Administrator without delay.

Risk Factors

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. Investment in the Company carries with it a degree of risk. Different risks may apply to different Funds and/or Classes.

Details of specific risks attaching to a particular Fund or Class which are additional to those described in this section will be disclosed in the relevant Supplement.

Prospective investors should review this Prospectus and the relevant Supplement carefully and in its entirety and consult with their professional and financial advisers before making an application for Shares. Prospective investors are advised that the value of Shares and the income from them may go down as well as up and, accordingly, an investor may not get back the full amount invested and an investment should only be made by persons who can sustain a loss on their investment.

Past performance of the Company or any Fund should not be relied upon as an indicator of future performance. The difference at any one time between the sale price (to which may be added a sales commission) and the redemption price of Shares (from which may be deducted a redemption fee) means an investment should be viewed as medium to long term.

The securities and instruments in which the Company 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.

The attention of potential investors is drawn to the taxation risks associated with investing in the Company. Please refer to the section of the Prospectus entitled "Taxation".

Business Risk

There can be no assurance that a Fund will achieve its investment objective. The investment results of a Fund will be reliant on the success of the Investment Manager.

Market Capitalisation Risk

Certain Funds may invest in the securities of small-to-medium-sized (by market capitalisation) companies, or financial instruments related to such securities. Such securities may have a more limited market than the securities of larger companies. Accordingly, it may be more difficult to effect sales of such securities at an advantageous time or without a substantial drop in price than securities of a company with a large market capitalisation and broad trading market. In addition, securities of small-to-medium-sized companies may have greater price volatility as they are generally more vulnerable to adverse market factors such as unfavourable economic reports.

Investing in Fixed Income Securities

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

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

Emerging Markets Risk

Where a Fund invests in equities or securities of companies incorporated in or whose principal operations are in emerging markets, additional risks may be encountered. These include:

Currency Risk: the currencies in which investments are denominated may be unstable, may be subject to significant depreciation and may not be freely convertible.

Country Risk: the value of the Fund's assets may be affected by political, legal, economic and fiscal uncertainties. Existing laws and regulations may not be consistently applied.

Political Risk: the risk of government intervention is particularly high in the emerging markets because of both the political climate in many of these countries and the less developed character of their markets and economies. Government intervention could result from political, economic or internal policies and could cause a complete loss of the Fund's investment in such countries.

Market Characteristics/Liquidity and Settlement Risks: emerging markets are still in the early stages of their development, have less volume, are less liquid and experience greater volatility than more established markets and are not highly regulated. When seeking to sell emerging market securities, little or no market may exist for the securities. Settlement of transactions may be subject to delay and administrative uncertainties.

Custody Risk: sub-custodians appointed in certain Emerging Markets may not be able to offer the level of service and safe-keeping, settlement and administration of securities that is customary in more developed markets and there is a risk that the Fund will not be recognised as the owner of securities held on its behalf by a sub-custodian. For the avoidance of doubt, the Depositary will be responsible for the loss of Financial Instruments held in custody by a sub-custodian appointed by it, unless it can prove that the loss has arisen as a result of an external event beyond the Depositary's reasonable control, the consequences of which would have been unavoidable despite all reasonable endeavours to the contrary.

Disclosure: less complete and reliable fiscal and other information may be available to investors.

Accounting Standards: in emerging markets there is an absence of uniform accounting, auditing and financial reporting standards and practices.

Political, Regulatory, Settlement and Sub-Custodial Risk

The value of a Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made including inter alia any changes to the UCITS Regulations. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets.

Concentration of Investments

Although it will be the policy of each Fund to diversify its investment portfolio in accordance with the UCITS Regulations, a Fund could be subject to significant losses if it holds a large position in a particular investment that declines in value or is otherwise adversely affected, including default of the issuer or counterparty. Additionally, historical correlations may undergo dramatic change, thereby reducing expected diversification protection.

Geographical Concentration Risk

Certain Funds with a geographical focus may be more volatile than a broad-based fund, such as a global equity fund, as they are more susceptible to fluctuations in value resulting from adverse conditions in the countries in which they invest.

Market Risk

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

Liquidity Risk

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

Currency Risk

Assets of a Fund may mainly be denominated in a currency other than the Base Currency of the Fund and changes in the exchange rate between the Base Currency and the currency of the asset may lead to a depreciation of the value of the Fund's assets as expressed in the Base Currency. It may not be possible or practical to hedge against such exchange rate risk or, as disclosed in the relevant Supplement, it may be part of the investment policy of the Fund not to hedge exchange rate risk. The Fund's Investment Manager may, but is not obliged to, mitigate this risk by using financial instruments. In addition, foreign exchange control in any country may cause difficulties in the repatriation of funds from such countries.

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

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

fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

Accounting, Auditing and Financial Reporting Standards

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

Redemption Risk

Large redemptions of Shares in a Fund might result in a Fund being forced to sell assets at a time and price at which it would normally prefer not to dispose of those assets.

Share Currency Designation Risk

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

Changes in Interest Rates

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

Amortised Cost Method

Some of the investments of certain Funds may be valued at amortised cost. Investors' attention is drawn to the section of the Prospectus entitled "Net Asset Value and Valuation of Assets" for further information.

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

Valuation Risk

A Fund may invest some of its assets in illiquid and/or unquoted securities or instruments. Such investments or instruments may be valued by the Directors or their delegate in good faith in consultation with the Investment Manager as to their probable realisation value. Such investments are inherently difficult to value and are the subject of substantial uncertainty. There is no assurance that the estimates resulting from the valuation process will reflect the actual sales or "close-out" prices of such securities.

Leverage

A Fund may, as will be outlined in the relevant Supplement if applicable, engage in leverage for the purpose of making investments or hedging. The use of leverage creates special risks and may

significantly increase a Fund's investment risk. Leverage will create an opportunity for greater yield and total return but, at the same time, will increase a Fund's exposure to capital risk and interest costs. Any investment income and gains earned on investments made through the use of leverage that are in excess of the interest costs associated therewith may cause the net asset value of the Shares to increase more rapidly than would otherwise be the case. Conversely, where the associated interest costs are greater than such income and gains, the net asset value of the Shares may decrease more rapidly than would otherwise be the case.

Segregated Liability

The Company is an umbrella company with segregated liability between 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. In addition, any contract entered into by the Company will by operation of law include an implied term to the effect that the counterparty to the contract may not have any recourse to assets of any of the Funds other than the Fund in respect of which the contract was entered into. 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 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 would not recognise the principle of segregation of liability between Funds.

Settlement Risk Relating To Receipt of Subscription Monies

Save where otherwise disclosed in the relevant Supplement, payment in respect of subscriptions must be received in cleared funds by the Depositary no later than three Business Days after the relevant Dealing Day.

Notwithstanding this settlement period, Shares will be issued by the Company as of the relevant Dealing Day. In the event of a failure on the part of an investor to pay subscription monies within the required timeframe, the Company reserves the right to compulsorily redeem the Shares issued with respect to such transaction in accordance with the provisions of the Prospectus entitled "Compulsory Redemption of Shares/Deduction of Tax". In such circumstances, the relevant Fund may suffer a loss as a result of the Company being required to compulsorily redeem such Shares at the prevailing Net Asset Value per Share. Although the Company intends to pursue any such investor to recover such losses, there can be no assurances that the Company will be able to recover such losses successfully. In addition, where a Fund Cash Account is operated, monies held in that account may be used to settle late subscription payments and in such circumstances, investors should take note of the 'Operation of Fund Cash Accounts' risk factor set out below.

Operation of Fund Cash Accounts

The Company operates Fund Cash Account(s) opened in the name of each Fund. One or more Fund Cash Accounts, each designated in a particular currency, is operated for each Fund into which (i)

subscription monies received from investors who have subscribed for Shares are deposited and held until Shares are issued as of the relevant Dealing Day; (ii) redemption monies due to investors who have redeemed Shares are deposited and held until paid to the relevant investors; and (iii) dividend payments owing to Shareholders are deposited and held until paid to such Shareholders. All subscriptions, redemptions or dividends payable to or from a Fund are channelled and managed through the relevant Fund Cash Account in respect of that Fund.

Certain risks associated with the operation of the Fund Cash Accounts are set out in the following sections / sub-sections of the Prospectus:-

- (i) "The Shares" – "The treatment of Subscription Monies held in a Fund Cash Account";
- (ii) "The Shares" – "*Anti-Money Laundering and Countering Terrorist Financing Measures*";
- (iii) "The Shares" - "The Treatment of Redemption Monies held in a Fund Cash Account";
- (iv) "The Company" - "Dividend Policy".

In circumstances where subscription monies are received from an investor in advance of a Dealing Day in respect of which an application for Shares has been, or expected to be, received and are held in the relevant Fund Cash Account, any such investor shall rank as a general creditor of the Fund until such time as Shares are issued as of the relevant Dealing Day. Therefore in the event that such monies are lost prior to the issue of Shares to the relevant investor as of the relevant Dealing Day, the Company on behalf of the Fund may be obliged to make good any losses which the Fund incurs in connection with the loss of such monies to the investor (in its capacity as a creditor of the Fund), in which case such loss will need to be discharged out of the assets of the relevant Fund and therefore will represent a diminution in the Net Asset Value per Share for existing Shareholders of the relevant Fund.

Similarly in circumstances where redemption monies are payable to an investor subsequent to a Dealing Day of a Fund as of which Shares of that investor were redeemed or dividend monies are payable to an investor and such redemption / dividend monies are held in the relevant Fund Cash Account, any such investor /Shareholder shall rank as an unsecured creditor of the relevant Fund until such time as such redemption/ dividend monies are paid to the investor. Therefore in the event that such monies are lost prior to payment to the relevant investor/ Shareholder, the Company on behalf of the Fund may be obliged to make good any losses suffered by the investor/ Shareholder (in its capacity as a general creditor of the Fund), in which case such loss will need to be discharged out of the assets of the relevant Fund and therefore will represent a diminution in the Net Asset Value per Share for existing Shareholders of the relevant Fund.

In the event of an insolvency of the relevant Fund or the Company, there is no guarantee that the Fund or the Company will have sufficient funds to pay unsecured creditors in full. Investors who have forwarded subscription monies in advance of a Dealing Day and which are held in a Fund Cash Account and investors / Shareholders due redemption / dividend monies which are held in a Fund Cash Account will rank equally with all other unsecured creditors of the relevant Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the

insolvency practitioner. Therefore in such circumstances, the investor subscribing for Shares may not recover all monies originally paid into the Fund Cash Account in relation to the application for Shares and the redeeming investor entitled to redemption monies and the Shareholder entitled to a dividend payment may not recover all monies originally paid into the Fund Cash Account for onward transmission to that investor/Shareholder.

Exchange Control and Repatriation Risk

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

Investment Manager Valuation Risk

The Administrator may consult the Investment Manager with respect to the valuation of certain investments. Whilst there is an inherent conflict of interest between the involvement of the Investment Manager in determining the valuation price of each Fund's investments and the Investment Manager's other duties and responsibilities in relation to a Fund (particularly as the Investment Manager's fees may increase as the value of assets increases), the Investment Manager has in place pricing procedures which follows industry standard procedures for valuing unlisted investments.

Derivatives and Techniques and Instruments Risk

General

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

Credit Risk

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

Correlation Risk

The prices of financial derivative instruments may be imperfectly correlated to the prices of the underlying securities, for example, because of transaction costs and interest rate movements. The prices of exchange traded financial derivative instruments may also be subject to changes in price due to supply and demand factors.

Legal Risk

The use of OTC derivatives, such as forward contracts will expose the Funds to the risk that the legal documentation of the contract may not accurately reflect the intention of the parties.

Liquidity of Futures Contracts

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

Forward Trading

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

Foreign Exchange Transactions

Where a Fund utilises derivatives which alter the currency exposure characteristics of transferable securities held by the Fund, the performance of the Fund may be strongly influenced by movements in foreign exchange rates because currency positions held by the Fund may not correspond with the

securities positions held.

OTC Markets Risk

Where any Fund acquires securities on OTC markets, there is no guarantee that the Fund will be able to realise the fair value of such securities due to their tendency to have limited liquidity and comparatively high price volatility.

Counterparty Risk

Each Fund may have credit exposure to counterparties by virtue of positions in forward exchange rate and other financial or derivative contracts held by the Fund. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights.

The Funds will also be exposed to a credit risk on parties with whom it trades securities, and may also bear the risk of settlement default, in particular in relation to debt securities such as bonds, notes and similar debt obligations or instruments.

Absence of Regulation; Counterparty Default

In general, there is less government regulation and supervision of transactions in the OTC markets (in which currencies, spot and option contracts and certain options on currencies are generally traded) than of transactions entered into on Recognised Exchanges. In addition, many of the protections afforded to participants on some Recognised Exchanges, such as the performance guarantee of an exchange clearing house, might not be available in connection with OTC transactions. In addition, a counterparty may not settle a transaction in accordance with its terms and conditions because the contract is not legally enforceable or because it does not accurately reflect the intention of the parties or because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Fund to suffer a loss. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Counterparty exposure will be in accordance with the Fund's investment restrictions. Regardless of the measures the Fund may implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that the Fund will not sustain losses on the transactions as a result.

Necessity for Counterparty Trading Relationships

Participants in the OTC currency market typically enter into transactions only with those counterparties which they believe to be sufficiently creditworthy, unless the counterparty provides margin, collateral, letters of credit or other credit enhancements. While the Company believes that the Company will be able to establish the necessary counterparty business relationships to permit a Fund to effect transactions in the OTC currency market and other counterparty markets, there can be no assurance that it will be able to do so. An inability to establish such relationships would limit a Fund's

activities and could require a Fund to conduct a more substantial portion of such activities in the futures markets. Moreover, the counterparties with which a Fund expects to establish such relationships will not be obligated to maintain the credit lines extended to a Fund, and such counterparties could decide to reduce or terminate such credit lines at their discretion.

Futures and Options Trading is Speculative and Volatile

Substantial risks are involved in trading futures, forward and option contracts and various other instruments in which a Fund intends to trade. Certain of the instruments in which a Fund may invest are interest and foreign exchange rate sensitive, which means that their value and, consequently, the Net Asset Value, will fluctuate as interest and/or foreign exchange rates fluctuate. The Fund's performance, therefore, will depend in part on its ability to anticipate and respond to such fluctuations in market interest rates, and to utilise appropriate strategies to maximize returns to the Fund, while attempting to minimize the associated risks to its investment capital. Variance in the degree of volatility of the market from the Fund's expectations may produce significant losses to the Fund.

Performance Fees

The payment of a performance fee to the Investment Manager may provide the Investment Manager with an incentive to cause the Fund to make more speculative investments than might otherwise be the case. The Investment Manager will have discretion as to the timing and the terms of the Fund's transactions in investments and may therefore have an incentive to arrange such transactions to maximise its fees.

Risk of Litigation

In the ordinary course of business, a Fund may be subject to litigation from time to time. The outcome of such proceedings, which may materially adversely affect the value of a Fund, may be impossible to anticipate, and such proceedings may continue without resolution for long periods of time. Any litigation may consume substantial amounts of the Investment Manager's time and attention, and that time and the devotion of these resources to litigation may, at times, be disproportionate to the amounts at stake in the litigation.

Tax Risk

Any change in the taxation legislation or its interpretation in Ireland, or elsewhere, could affect (i) the Company or any Fund's ability to achieve its investment objective, (ii) the value of the Company or any Fund's investments or (iii) the ability to pay returns to Shareholders or alter such returns. Any such changes, which could also be retroactive, could have an effect on the validity of the information stated herein based on current tax law and practice. Prospective investors and Shareholders should note that the statements on taxation which are set out herein and in this Prospectus are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely.

If the Company or a Fund becomes liable to account for tax, in any jurisdiction, including any interest

or penalties thereon if an event giving rise to a tax liability occurs, the Company or the Fund shall be entitled to deduct such amount from the payment arising on such event or to compulsorily redeem or cancel such number of Shares held by the Shareholder or the beneficial owner of the Shares as have a value sufficient after the deduction of any redemption charges to discharge any such liability. The relevant Shareholder shall indemnify and keep the Company or the Fund indemnified against any loss arising to the Company or the Fund by reason of the Company or the Fund becoming liable to account for tax and any interest or penalties thereon on the happening of an event giving rise to a tax liability including if no such deduction, appropriation or cancellation has been made.

Shareholders and prospective investors' attention is drawn to the taxation risks associated with investing in the Company. Please refer to the section headed "Taxation".

Foreign Account Tax Compliance Act

The foreign account tax compliance provisions ("**FATCA**") of the Hiring Incentives to Restore Employment Act 2010 which apply to certain payments are essentially designed to require reporting of Specified US Person's direct and indirect ownership of non-US accounts and non-US entities to the US Internal Revenue Service, with any failure to provide the required information resulting in a 30% US withholding tax on direct US investments (and possibly indirect US investments). In order to avoid being subject to US withholding tax, both US investors and non-US investors are likely to be required to provide information regarding themselves and their investors. In this regard the Irish and US Governments signed an intergovernmental agreement ("**Irish IGA**") with respect to the implementation of FATCA (see section entitled "*Compliance with US reporting and withholding requirements*" for further detail) on 21 December 2012.

Under the Irish IGA (and the relevant Irish regulations and legislation implementing same), foreign financial institutions (such as the Company) should generally not be required to apply 30% withholding tax. To the extent the Company however suffers US withholding tax on its investments as a result of FATCA, or is not in a position to comply with any requirement of FATCA, the Administrator acting on behalf of the Company may take any action in relation to a Shareholder's investment in the Company to redress such non-compliance and/or ensure that such withholding is economically borne by the relevant Shareholder whose failure to provide the necessary information or to become a participating foreign financial institution or other action or inaction gave rise to the withholding or non-compliance, including compulsory redemption of some or all of such Shareholder's holding of shares in the Company.

Shareholders and prospective investors should consult their own tax advisor with regard to US federal, state, local and non-US tax reporting and certification requirements associated with an investment in the Company.

Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing FATCA, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. 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 exchange partners 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 are expected to begin in 2017. Ireland has legislated to implement the CRS. As a result, the Company will be required to comply with the CRS due diligence and reporting requirements, as adopted by Ireland. Shareholders may be required to provide additional information to the Company to enable the Company to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or compulsory redemption of their Shares in the relevant Fund.

Shareholders and prospective investors should consult their own tax advisor with regard to with respect to their own certification requirements associated with an investment in the Company.

Cyber Security Risk

The Company and the Company's service providers are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber attacks also may be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make services unavailable to intended users). Cyber security incidents affecting the Company, Investment Manager, Administrator or Depositary or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with the Administrator's ability to calculate a Fund's NAV; impediments to trading for a Fund of the Company; the inability of Shareholders to transact business relating to the Company; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which a Fund invests, counterparties with which the Company on behalf of a Fund engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

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.

2. MANAGEMENT AND ADMINISTRATION

The Directors control the affairs of the Company and are responsible for the formulation of investment policy. The Directors have delegated certain of their duties to the Administrator, the Depository, the Investment Manager and the Distributor.

Directors

The Company shall be managed and its affairs supervised by the Directors all of whom are non-executive directors of the Company and whose details are set out below:-

David Hammond (Irish Resident): Mr. David Hammond is formerly the Managing Director of Bridge Consulting Limited, which provides regulatory compliance and consulting services to funds and investment managers. Mr. Hammond has over 22 years' experience in the fund management industry, having formerly been employed as Chief Operating Officer of Sanlam Asset Management (Ireland) Limited, part of the Sanlam group of South Africa, and as a Director of Legal and Business Development with International Fund Managers (Ireland) Limited, the Irish fund administration subsidiary of Baring Asset Management which is now part of Northern Trust. Mr. Hammond is a CFA Charterholder and a solicitor and holds a law degree from Trinity College Dublin and an MBA from Smurfit Graduate School of Business, University College Dublin.

Simon O'Sullivan (Irish Resident): Mr. O'Sullivan has worked in the investment management sector since 1993. From April 2002 to April 2006 he was employed in Dublin by Pioneer Alternative Investments as a product specialist. In May 2006 he left Pioneer to join his family company as financial controller and in May 2013 he became a partner in Managing Funds Limited (trading as RiskSystem) a specialist provider of financial risk solutions to the investment funds industry. He has also previously worked for Fleming Investment Management as a fund manager in London, as well as Eagle Star and Merrion Capital, both in Dublin. He holds a Bachelor of Arts in Economics and Politics, a Master of Arts in Economics, a Master of Sciences in Investment & Treasury Management and a Diploma in Corporate Governance. Mr. O'Sullivan is Head of Sales and Business Development at RiskSystem as well as being a non-executive director of a number of investment funds.

Maheshwar Doorgakant (Mauritian Resident): Mr. Doorgakant is a fellow of the Institute of Chartered Accountants of England and Wales. He is the Deputy Managing Director of Apex Fund Services (Mauritius) Ltd ("Apex Mauritius"), Mr. Doorgakant holds a number of directorships on the board of directors of numerous India and Africa focused funds and companies through which he has acquired extensive experience and knowledge on key industries in India and its principal capital markets as well as Africa. Mr. Doorgakant is also a member of the executive committee of the Association of Trust and Management Companies of Mauritius. Prior to joining Apex Mauritius, he was the Group Financial Controller of a major listed group in Mauritius. He had also previously managed another Mauritian management company specialising in the management and administration of global business companies.

Robin Sellers (UK Resident): Mr. Sellers is Chief Executive Officer of Ocean Dial Asset Management Limited, the Investment Manager of the Company. Mr. Sellers has over 19 years' of experience in the financial services industry, most of which was gained at Close Brothers Group plc where he was Head of Group Finance, Group Company Secretary and Finance Director of Close

Brothers Limited, the group's regulated bank. Mr. Sellers qualified as a Chartered Accountant in 1984 and spent early part of his professional career with international accountants, Coopers & Lybrand, both in the UK and Australia.

Investment Manager, Distributor and Promoter

The Company has appointed Ocean Dial Asset Management Limited as investment manager with discretionary powers pursuant to the Investment Management and Distribution Agreement dated 17th August, 2012 between the Company and the Investment Manager (the "Investment Management and Distribution Agreement"). Under the terms of the Investment Management and Distribution Agreement, the Investment Manager is responsible, subject to the overall supervision and control of the Directors, for managing the assets and investments of the Company and any wholly owned subsidiaries in accordance with the investment objective and policies of each Fund.

The Investment Manager is a UK registered investment management business, authorised and regulated by the Financial Conduct Authority in the United Kingdom, with a particular focus on investment in India. As at 31 May 2016 it had assets under management of over US\$300 million.

The Investment Manager also manages two other funds which invest in India; the Guernsey registered, London Stock Exchange AIM listed, India Capital Growth Fund which invests primarily in listed midcap equities in India; and Eredene Capital Limited, an English registered private equity investment company which invested in property and logistics companies in India. Exclusive and non-binding investment advice and analysis is received from two advisory companies based in Mumbai, India, namely Ocean Dial Advisers Private Limited which has a team of analysts, headed by an experienced fund manager and Fortuna Capital which is represented by an experienced fund manager in the long only listed equities field in India.

The Investment Manager may delegate the discretionary investment management functions in respect of the assets of each or any Fund to a sub-investment manager in accordance with the requirements of the Central Bank. Where a sub-investment manager is appointed but not paid directly out of the assets of the relevant Fund, disclosure of such entity will be provided to the Shareholders on request and details thereof will be disclosed in the Company's periodic reports. Any references to the activities of the 'Investment Manager' in this Prospectus may therefore refer to the Investment Manager or to such sub-investment managers as the context allows. If a sub-investment manager's fee is payable out of the assets of a Fund, then details of such sub-investment manager shall be disclosed in the relevant Supplement.

The Investment Manager shall also act as Distributor of Shares in the Company pursuant to the Investment Management and Distribution Agreement with authority to delegate some or all of its duties as distributor to sub-distributors in accordance with the requirements of the Central Bank.

Ocean Dial Asset Management Limited also acts as the Promoter to the Company.

Administrator, Registrar and Company Secretary

The Company has appointed Apex Fund Services (Ireland) Limited as administrator, registrar transfer agent and company secretary pursuant to the Administration Agreement dated 01 October, 2015

between the Company and the Administrator. The Administrator will have the responsibility for the administration of the Company's affairs including the calculation of the Net Asset Value and preparation of the accounts of the Company, subject to the overall supervision of the Directors.

The Administrator was incorporated in Ireland as a private limited company on 26 January 2007 with registration number 433608 pursuant to the Companies Act 2014 and is engaged in the business of administration of collective investment schemes.

The Administrator is responsible for providing administration services to the Company, including the calculation of the Net Asset Value and the Net Asset Value per Share, serving as the Company's agent for the issue and redemption of Shares and acting as registrar and transfer agent of the Company. The Administrator will also be responsible for calculating the performance fee payable to the Investment Manager, if any.

The Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Company and is responsible and liable only for the administration services that it provides to the Company pursuant to the Administration Agreement. The Administrator will not participate in the Company's investment decision-making process.

The Administrator is a service provider to the Company and is not responsible for the preparation of this document and therefore accepts no responsibility for any information contained in this document other than the description of the Administrator contained in this section.

Depository

The Company has appointed Société Générale S.A., Dublin Branch to act as depository in respect of the Company and each of its Funds pursuant to the terms of the Depository Agreement. The Depository is a branch of Société Générale S.A., a French public limited company founded in 1864 and which is one of France's leading commercial and investment banking institutions with operations throughout the world and with its head office at 29, boulevard Haussmann, 75009 Paris, France. The Depository is registered with the Paris Trade and Companies Register under number 552 120 222, is an establishment approved by the French Prudential Control and Resolution Authority (ACPR) and supervised by the French Financial Markets Authority (AMF). Société Générale S.A. is actively engaged in asset management, private banking and corporate and investment financial services throughout the world. Société Générale S.A. provides global custody services to retail, institutional, industrial and corporate clients. As of the end of December 2015, it had approximately EUR 3,984 billion in assets under custody.

The duties of the Depository are to provide safekeeping, oversight and asset verification services in respect of the assets of the Company and each of its Funds in accordance with the provisions of the UCITS Regulations. The Depository also provides cash monitoring services in respect of each Funds' cash flows and subscriptions.

The Depository is obliged, inter alia, to ensure that the sale, issue, repurchase and cancellation of Shares in the Company is carried out in accordance with relevant legislation and the Articles of Association. The Depository will carry out the instructions of the Company unless they conflict with the UCITS Regulations or the Articles of Association. The Depository is also obliged to enquire into the

conduct of the Company in each financial year and report thereon to the Shareholders. The Depositary's report shall state, among other things, whether in the Depositary's opinion the Company has been managed in that period:

- (i) in accordance with the limitations imposed on the investment and borrowing powers of the Company and the Depositary by the Articles of Association and the UCITS Regulations; and
- (ii) otherwise in accordance with the provisions of the Articles of Association and the UCITS Regulations.

If the Company has not been managed in accordance with (i) or (ii) above, the Depositary must state why this is the case and outline the steps which the Depositary has taken to rectify the situation.

Conflicts of Interest

Pursuant to the UCITS Regulations the Depositary must act in accordance with the best interests of the Shareholders of the Company.

Potential conflicts of interest may arise as between Company and the Depositary in circumstances, where in addition to providing depositary services to the Company, the Depositary or its affiliates may also provide other services on a commercial basis to the Company including administration and transfer agency services, currency hedging services as well as acting as acting as counterparty to OTC transactions and providing credit facility arrangements.

To manage these situations, the Depositary has implemented, and keeps up to date, a conflicts of interest management policy intended to identify and analyse potential conflict of interest situations and record, manage and track conflict of interest situations by:

- (i) implementing permanent measures to manage conflicts of interest including the separation of tasks, the separation of reporting and functional lines, the tracking of insider lists and dedicated information technology environments;
- (ii) implementing, on a case-by-case basis:
 - (a) appropriate preventive measures including the creation of an ad hoc tracking list and new ethical wall arrangements, and by verifying that transactions are processed appropriately and/or by informing the clients in question; or
 - (b) by refusing to manage activities which may involve potential conflicts of interest.

Description of the safekeeping functions delegated by the Depositary, list of delegates and sub-custodians and identification of potential conflicts of interest resulting from delegation

In accordance with the Depositary Agreement and the requirements of the UCITS Regulations, the Depositary may delegate its safekeeping obligations provided that:

- (i) the services are not delegated with the intention of avoiding the requirements of the UCITS Regulations;
- (ii) the Depositary can demonstrate that there is an objective reason for the delegation; and
- (iii) the Depositary: (a) exercises all due, skill, care and diligence in the selection and the appointment of the sub-custodian; (b) carries out periodic reviews and ongoing monitoring of the sub-custodian and of the arrangements put in place by the sub-custodian in respect of the delegation; and (c) continues to exercise all due skill, care and diligence in carrying out such review and monitoring.

In accordance with the Depositary Agreement, the liability of the Depositary will not be affected by virtue of any such delegation.

In order to provide asset custody services in discharge of its safekeeping obligations in respect of financial instruments held in custody in a large number of countries and to enable the Funds to achieve their investment objectives, the Depositary has delegated its safe-keeping duties in respect of financial instruments in custody in countries where it does not have local representation to the third parties listed at Appendix IV an up-to-date list of which will be made available to Shareholders upon request and/or at the following website:

http://www.securities-services.societegenerale.com/uploads/tx_bisgnews/Global_list_of_sub_custodians_for_SGSS_2016_05.pdf.

In accordance with the UCITS Regulations, the Depositary seeks to ensure that the process of appointing and supervising its sub-custodians meets the highest quality standards, including the management of potential conflicts of interest which may arise as a result of such appointments. The Depositary has established an effective conflict of interest identification, prevention and management policy in line with applicable laws, regulations and standards.

Delegation of the Depositary's safekeeping duties may entail potential conflicts of interest, which have been identified and will be monitored. The conflicts of interest policy implemented by the Depositary consists of a system which prevents conflicts of interest and enables the Depositary to exercise its activities in a way that ensures that the Depositary always acts in the best interests of the Company. The conflicts of interest prevention measures consist, specifically, of ensuring the confidentiality of the information exchanged, the physical separation of the main activities which may create potential conflicts of interest, the identification and classification of remuneration and monetary and non-monetary benefits, and the implementation of systems and policies for gifts and events.

Up-to-date information in relation to the identity of the Depositary, the Depositary's duties, conflicts of interest, safekeeping functions delegated by the Depositary, list of delegates and sub-delegates and any conflicts of interest that may arise from such delegation is available to Shareholders on request.

Paying Agents/Representatives

Local laws/regulations in certain jurisdictions may require the appointment of paying agents/representative agents/distributors/correspondent banks ("Paying Agents") and, in certain

cases, maintenance of accounts by such Paying Agents through which subscription and redemption monies or dividends may be paid. Shareholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or dividends via an intermediate entity rather than directly to the Depositary (e.g. a Paying Agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Depositary for the account of the Company or the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant Shareholder.

Fees and expenses of any Paying Agents appointed by the Company will be at normal commercial rates and will be borne by the Company or the Fund in respect of which a Paying Agent has been appointed. If fees of a Paying Agent are based on a percentage of the Net Asset Value of the Company or Fund, all Shareholders of the Company or the Fund on whose behalf such an agent is appointed may avail of the services provided by such an agent appointed by or on behalf of the Company or Fund. However if such fees of a Paying Agent are attributable to one or more Classes within a Fund, such fees will be payable only from the Net Asset Value attributable to those Class(es), all Shareholders of which are entitled to avail of the services of such agent. Details of any Paying Agent which will be entitled to a fee out of the assets of the Company, Fund or attributable to a Class based on a percentage of the Net Asset Value of the Company, Fund or Class as the case may be will be disclosed in the relevant Supplement or in a Country Supplement.

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

Conflicts of Interest

The Directors, the Investment Manager, the Administrator and the Depositary and their respective affiliates, officers, directors and shareholders, employees and agents (collectively the "Parties") are or may be involved in other financial, investment and professional activities which may on occasion cause a conflict of interest with the management of the Company and/or their respective roles with respect to the Company. These activities may include foreign exchange services, managing or advising other funds, purchases and sales of securities, banking and investment management services, currency hedging services, brokerage services, valuation of unlisted securities and OTC derivatives (in circumstances in which fees payable to the entity valuing such securities may increase as the value of assets increases) and serving as directors, officers, advisers or agents of other funds or companies, including funds or companies in which the Company may invest. In particular, the Investment Manager may advise or manage other investment funds and other collective investment schemes in which a Fund may invest or which have similar or overlapping investment objectives to or with the Company or its Funds.

The Investment Manager and/or its affiliates may invest, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by the Company. Neither the Investment Manager nor any of its affiliates is under any obligation to offer investment opportunities of which any of them becomes aware to the Company or to account to the Company in respect of (or share with the Company or inform the Company of) any such transaction or any benefit received by any of them from any such transaction, but will allocate any such

opportunities on an equitable basis between the Company and other clients.

The Investment Manager may be consulted by the Administrator in relation to the valuation of investments. There is a conflict of interest between any involvement of the Investment Manager in this valuation process and with the Investment Manager's entitlement to any proportion of a management fee or performance fee which are calculated on the basis of the Net Asset Value.

Each of the Parties will use its reasonable endeavours to ensure that the performance of their respective duties will not be impaired by any such involvement they may have and that any conflicts which may arise will be managed in accordance with the Company's conflicts of interest policy.

Dealings with Connected Persons

There is no prohibition on transactions between the Company and the Depositary or the delegates or sub-delegates of the Depositary or the Company (excluding any non-group sub-delegates appointed by the Depositary) or any associated or group company of the Depositary or delegate of the Company or any delegate or sub-delegate of such entities ("**Connected Persons**") 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 Shareholders and dealings are conducted at arm's length.

Any transaction between the Company and any Connected Persons must comply with one of the following conditions;

- (a) the value of the transaction is certified 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 is on best terms on an organised investment exchanges under the rules of the relevant exchange; or
- (c) where (a) and (b) are not practical, execution is on terms which the Depositary is (or, in the case of a transaction involving the Depositary, the Directors are) satisfied is conducted at arm's length and in the best interests of the Shareholders.

The Depositary (or the Directors in the case of transactions involving the Depositary) will document how it has complied with the provisions of (a), (b) or (c) above. Where transactions are conducted in accordance with (c) above, the Depositary (or the Directors in the case of transactions involving the Depositary) will document its rationale for being satisfied that the transaction conformed to the principles outlined above.

The periodic reports of the Company will confirm (i) whether the Directors are satisfied that there are arrangements (evidenced by written procedures) in place to ensure that the obligations set out above are applied to all transactions with Connected Persons and (ii) whether the Directors are satisfied that the transactions with Connected Persons entered into during the period complied with the obligations outlined above.

Investment Manager Investment in Shares

The Investment Manager or an associated company of the Investment Manager may invest in Shares so that a Fund or Class may have a viable minimum size or is able to operate more efficiently. In such circumstances the Investment Manager or its associated company may hold a high proportion of the Shares of a Fund or Class in issue.

Directors' Interests

Details of interests of the Directors are set out in the section of the Prospectus entitled "General Information".

Soft Commissions

The Investment Manager does not provide soft commissions.

3. FEES AND EXPENSES

Establishment Expenses

All fees and expenses relating to the establishment and organisation of the Company and the initial Fund including the fees of the Company's professional advisers (including legal, accounting and taxation advisers) and the fees and expenses incurred in listing the Shares of the initial Fund on the Irish Stock Exchange and registering the Fund for sale in the United Kingdom were borne by the Investment Manager.

Operating Expenses and Fees

The Company will pay all its operating expenses and the fees hereinafter described as being payable by the Company. Expenses paid by the Company throughout the duration of the Company, in addition to fees and expenses payable to the Administrator, the Depositary, the Investment Manager and any Paying Agent appointed by or on behalf of the Company include but are not limited to brokerage and banking commissions and charges, legal fees, regulatory and compliance consultancy fees and other professional advisory fees, company secretarial fees, Companies Registration Office filings and statutory fees, regulatory fees, auditing fees, translation and accounting expenses, interest on borrowings, taxes and governmental expenses applicable to the Company, costs of preparation, translation, printing and distribution of reports and notices, all marketing material and advertisements and periodic updates of the Prospectus, stock exchange listing fees, all expenses in connection with registration, listing and distribution of the Company and Shares issued or to be issued, all expenses in connection with obtaining and maintaining a credit rating for any Funds or Classes of Shares, expenses of Shareholders' meetings, Directors' insurance premia, expenses of the publication and distribution of the Net Asset Value, clerical costs of issue or redemption of Shares, postage, telephone, fax expenses, any costs and expenses associated with terminating a Fund or winding up the Company and any other expenses in each case together with any applicable value added tax. Any such expenses may be deferred and amortised by the Company at the discretion of the Directors provided it is permissible to do so in accordance with standard accounting practice. An estimated accrual for operating expenses of the Company will be provided for in the calculation of the Net Asset Value of each Fund. Operating expenses and the fees and expenses of service providers which are payable by the Company shall be borne by all Funds in proportion to the Net Asset Value of the relevant Fund or attributable to the relevant Class provided that fees and expenses directly or indirectly attributable to a particular Fund or Class shall be borne solely by the relevant Fund or Class. Ongoing country specific costs (including inter alia registration and tax-reporting costs) will be borne by all Shareholders in the applicable Fund and not just Shareholders in any one or more Classes that are registered for sale in that country as all Shareholders in the relevant Fund will benefit through economies of scale where additional subscriptions arise from marketing in that country.

Investment Management Fees

The Investment Manager shall be entitled to receive from the Company a fee in relation to each Fund or Class as specified in the relevant Supplement. The Investment Manager may be paid different fees for investment management in respect of individual Classes as disclosed in the relevant Supplement which may be higher or lower than the fees applicable to other Classes. The Investment Manager may waive or reduce the annual investment management fees charged to certain Shareholders at its discretion. Fees payable to the Investment Manager shall be calculated and

accrued at each Valuation Point and payable monthly in arrears. The Company shall bear the cost of any value added tax applicable to any fees or other amounts payable to or by the Investment Manager in the performance of its duties.

The Investment Manager shall also be entitled to be repaid out of the assets of the relevant Fund all of its reasonable out-of-pocket expenses incurred on behalf of the relevant Fund.

Administrator and Depositary Fees

The Company shall pay to the Administrator out of the assets of the relevant Fund(s) an annual fee applicable to each Fund as set out in the relevant Supplement. The Administrator shall also be entitled to fees for the preparation of financial statements and provision of company secretary and money laundering reporting officer services and transaction fees in respect of transfer agency services.

The Depositary shall be entitled to receive out of the assets of the Company an annual fee applicable to each Fund as set out in the relevant Supplement.

The Administrator shall also be entitled to be repaid out of the assets of the Company all of its reasonable out-of-pocket expenses incurred on behalf of the Company. Each Fund will bear its proportion of the expenses of the Administrator.

The Depositary shall also be entitled to be repaid all of its reasonable disbursements and out of pocket expenses out of the assets of the relevant Fund, including the fees, transaction charges and expenses of any sub-custodian appointed by it which shall be at normal commercial rates together with VAT, if any, thereon. Each Fund will bear its proportion of the fees and expenses of the Depositary.

Paying Agents Fees

Fees and expenses of any Paying Agents appointed by the Company which will be at normal commercial rates together with VAT, if any, thereon will be borne by the Company or the Fund in respect of which a Paying Agent has been appointed.

Sales Commissions

Shareholders may be subject to a sales commission calculated as a percentage of subscription monies as specified in the relevant Supplement. Such commission may be charged as a preliminary once off charge or as an annual commission payable over the term of investment by a Shareholder in a Fund or Class or as a contingent deferred sales charge. Details of any sales commission payable shall be specified in the relevant Supplement.

Redemption Fee

Shareholders may be subject to a redemption fee calculated as a percentage of redemption monies as specified in the relevant Supplement.

Conversion Fee

Shareholders may be subject to a conversion fee on the conversion of Shares in any Fund to Shares in another Fund calculated as a percentage of the Net Asset Value of the Shares in the New Fund outlined below under the heading "Conversion of Shares" as specified in the relevant Supplement.

Anti-Dilution Levy/Duties and Charges

The Directors reserve the right to impose an Anti-Dilution Levy to cover dealing costs and to preserve the value of the underlying assets of the Fund in the event of receipt for processing of net subscription or redemption requests exceeding 1% of the Net Asset Value of a Fund including subscriptions and/or redemptions which would be effected as a result of requests for conversion from one Fund into another Fund. Any such levy which will be up to 3% of the Net Asset Value of the Shares affected will be added to the price at which Shares will be issued in the case of net subscription requests exceeding 1% of the Net Asset Value of a Fund and deducted from the price at which Shares will be redeemed in the case of net redemption requests exceeding 1% of the Net Asset Value of a Fund including the price of Shares issued or redeemed as a result of requests for conversion.

The Directors may, in addition, where an Anti-Dilution Levy is not imposed, apply a provision for market spreads and duties and charges in any other case where it considers such a provision to be in the best interests of a Fund and in accordance with the requirements of the Central Bank. Any such sum will be paid into the account of the relevant Fund.

Directors' Fees

The Articles of Association authorise the Directors to charge a fee for their services at a rate determined by the Directors. Such fee shall be up to a maximum fee per Director of EUR 30,000 per annum (adjusted on an ongoing basis for inflation by reference to the Irish Consumer Price Index). 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.

Allocation of Fees and Expenses

All fees, expenses, duties and charges will be charged to the relevant Fund and within such Fund to the Classes in respect of which they were incurred. Where an expense is not considered by the Directors to be attributable to any one Fund, the expense will normally be allocated to all Funds in proportion to the Net Asset Value of the Funds or otherwise on such basis as the Directors deem fair and equitable. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees or expenses on an estimated figure for yearly or other periods in advance and accrue them in equal proportions over any period.

Remuneration Policy of the Company

The Company has designed and implements a remuneration policy which is consistent with and promotes sound and effective risk management by having a business model which by its nature does not promote excessive risk taking that is inconsistent with the risk profile or the Articles of Association of the Company. The Company's remuneration policy is consistent with the business strategy, objectives, values and interests of the Company and the Shareholders of the Company and includes

measures to avoid conflicts of interest.

The Company's remuneration policy applies to those categories of staff, including senior management, risk takers, control functions and any employee receiving total remuneration that falls into the remuneration bracket of senior management and risk takers, whose professional activities have a material impact on the risk profiles of the Company.

In line with the provisions of the UCITS Directive and ESMA Guidelines on Sound Remuneration Policies under the UCITS Directive and AIFMD (ESMA/2016/411) (the "**ESMA Remuneration Guidelines**"), the Company applies its remuneration policy and practices in a way and to the extent that is proportionate to its size, its internal organisation and the nature, scope and complexity of its activities.

Where the Company delegates certain portfolio management functions in respect of the Funds, which it does to the Investment Manager, it will in accordance with the requirements of the ESMA Remuneration Guideline's ensure that;

- a. the entities to which investment management activities have been delegated are subject to regulatory requirements on remuneration that are equally as effective as those applicable under the ESMA Remuneration Guidelines; or
- b. appropriate contractual arrangements are put in place to ensure that there is no circumvention of the remuneration rules set out in the ESMA Remuneration Guidelines.

Details of the remuneration policy of the Company including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, will be available at www.oceandial.com and a paper copy will be made available free of charge upon request.

4. THE SHARES

General

Shares may be issued on any Dealing Day. Shares issued in a Fund or Class will be in registered form and denominated in the Base Currency specified in the relevant Supplement for the relevant Fund or a currency attributable to the particular Class. Where a Class of Shares is denominated in a currency other than the Base Currency of a Fund, that Class may be hedged or unhedged as disclosed in the relevant Supplement for the relevant Class. Where a Class is to be unhedged, the Administrator will perform a currency conversion on subscriptions, redemptions and distributions at prevailing exchange rates and the value of the Share expressed in the designated currency of the relevant Class will be subject to exchange rate risk in relation to the Base Currency of the relevant Fund. Where a Class of Shares is to be hedged, the Company shall employ the hedging policy as more particularly set out in this Prospectus. Shares will have no par value and will first be issued by close of business of the initial offer period specified in the relevant Supplement at the Initial Price as specified in the relevant Supplement. Thereafter Shares shall be issued at the Net Asset Value per Share on any Dealing Day.

Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of original written instructions from the relevant Shareholder.

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

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

While Shares will generally not be issued or transferred to any US Person, the Directors may authorise the purchase by or transfer to a US Person in their discretion. The Directors will seek reasonable assurances that such purchase or transfer does not violate United States securities laws, e.g., require the Shares to be registered under the United States Securities Act of 1933 Act or the Company or any Fund to be registered under the United States Investment Company Act of 1940 or

result in adverse tax consequences to the Company or the non-US Shareholders. Each investor who is a US Person will be required to provide such representations, warranties or documentation as may be required to ensure that these requirements are met prior to the issue of Shares.

None of the Company, the Investment Manager, the Administrator or the Depositary or any of their respective directors, officers, employees or agents will be responsible or liable for the authenticity of instructions from Shareholders reasonably believed to be genuine and shall not be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorised or fraudulent instructions. The Administrator shall, however, endeavour to employ procedures in so far as is reasonably practicable to establish, in good faith, that instructions are genuine, or are signed by properly authorised persons.

Abusive Trading Practices/Market Timing

The Directors generally encourage investors to invest in the Funds as part of a long-term investment strategy and discourages excessive or short term or abusive trading practices. Such activities, sometimes referred to as “market timing”, may have a detrimental effect on the Funds and Shareholders. For example, depending upon various factors such as the size of the Fund and the amount of its assets maintained in cash, short-term or excessive trading by Shareholders may interfere with the efficient management of the Fund’s portfolio, increased transaction costs and taxes and may harm the performance of the Fund.

The Directors seek to deter and prevent abusive trading practices and to reduce these risks, through several methods, including the following:

- (i) to the extent that there is a delay between a change in the value of a Fund’s portfolio holdings and the time when that change is reflected in the Net Asset Value per Share, a Fund is exposed to the risk that investors may seek to exploit this delay by purchasing or redeeming Shares at a Net Asset Value which does not reflect appropriate fair value prices. The Directors seek to deter and prevent this activity, sometimes referred to as “stale price arbitrage”, by the appropriate use of its power to adjust the value of any investment having regard to relevant considerations in order to reflect the fair value of such investment.
- (ii) the Directors may monitor Shareholder account activities in order to detect and prevent excessive and disruptive trading practices and reserve the right to exercise their discretion to reject any subscription or conversion transaction without assigning any reason therefore and without payment of compensation if, in their judgement, the transaction may adversely affect the interest of a Fund or its Shareholders. The Directors may also monitor Shareholder account activities for any patterns of frequent purchases and sales that appear to be made in response to short-term fluctuations in the Net Asset Value per Share and may take such action as they deem appropriate to restrict such activities including, if it so determines, levying a redemption fee of up to 1% per cent of the Net Asset Value of Shares the subject of a redemption request.

There can be no assurances that abusive trading practices can be mitigated or eliminated. For example nominee accounts in which purchases and sales of Shares by multiple investors may be aggregated for dealing with the Fund on a net basis and conceal the identity of underlying investors in

a Fund which makes it more difficult for the Directors and their delegates to identify abusive trading practices.

Operation of Fund Cash Accounts in the Name of each Fund

The Company operates Fund Cash Account(s) opened in the name of each Fund.. One or more Fund Cash Accounts each designated in a particular currency is operated for each Fund into which (i) subscription monies received from investors who have subscribed for Shares are deposited and held until Shares are issued as of the relevant Dealing Day; (ii) redemption monies due to investors who have redeemed Shares are deposited and held until paid to the relevant investors and (iii) dividend payments owing to Shareholders are deposited and held until paid to such Shareholders. All subscriptions, redemptions and dividends payable to or from a Fund are channeled and managed through the relevant Fund Cash Account in respect of that Fund.

Further information relating to such accounts is set out in the following sections / sub-sections of the Prospectus:-

- i. "The Shares" – "The treatment of Subscription Monies held in a Fund Cash Account";
- ii. "The Shares" – "*Anti-Money Laundering and Countering Terrorist Financing Measures*";
- iii. "The Shares" - "The Treatment of Redemption Monies held in a Fund Cash Account";
- iv. "The Company" - "Dividend Policy"; and
- v. "Risk Factors" – "Operation of Fund Cash Accounts".

Application for Shares

Applications for Shares may be made through the Administrator or through a duly appointed sub-distributor for onward transmission to the Administrator. Applications received by the Administrator or duly appointed sub-distributor prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day unless the Directors in their absolute discretion, in exceptional circumstances, otherwise determine to accept one or more applications received after the Dealing Deadline for processing on that Dealing Day provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day.

Initial applications should be made using an Application Form obtained from the Administrator which should be submitted in original form but may, if the Directors so determine, be made by fax (or such other means as may be prescribed by the Directors from time to time), subject to prompt transmission to the Administrator of the original Application Form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the Directors or their delegate. No redemption payments may be made from that holding until the original Application Form and such other papers as may be required by the Directors have been received and all anti-money laundering procedures have been completed. Subsequent orders to purchase Shares following the initial subscription may be made to the Administrator by fax (or such other means as may be

prescribed by the Directors from time to time) and such orders should contain such information as may be specified from time to time by the Directors or their delegate. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of original written instructions from the relevant Shareholder.

The Minimum Initial Subscription, Minimum Holding and Minimum Transaction Size for Shares are set out in the Supplement for each Fund.

The Company or the Administrator on behalf of the Company may reject any application in whole or in part without giving any reason for such rejection in which event the subscription monies or any balance thereof will be returned without interest, expenses or compensation to the applicant by transfer to the applicant's designated account or by post at the applicant's risk. Notwithstanding the Company's right to refuse a subscription request, such request may not be withdrawn save in the Directors' absolute discretion.

Fractions

Subscription monies representing less than the subscription price for a Share will not be returned to the investor. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than 0 0001 of a Share.

Subscription monies, representing less than 0 0001 of a Share will not be returned to the investor but will be retained by the Company in order to defray administration costs.

Method of Payment

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

Currency of Payment

Subscription monies are payable in the denominated currency of the Share class. However, the Company may accept payment in such other currencies as the Directors may agree at the prevailing exchange rate quoted by the Administrator. The cost and risk of converting currency will be borne by the investor.

In Specie Subscriptions

The Directors may, at their discretion, accept payment for Shares in a Fund by a transfer in specie of assets, the nature of which shall be within the investment policy and restrictions of the relevant Fund and the value of which shall be determined by the Directors or their delegate, having consulted with the Investment Manager, in accordance with the valuation principles governing the Company and

applicable law. Any prospective investor wishing to subscribe for Shares by a transfer in specie of assets will be required to comply with any administrative and other arrangements for the transfer specified by the Depositary and the Administrator. Any in specie 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.

Timing of Payment

Save where otherwise disclosed in the relevant Supplement, payment in respect of subscriptions must be received in cleared funds by the Depositary no later than three Business Days after the relevant Dealing Day. The Company reserves the right to defer the issue of Shares until receipt of cleared subscription monies by the relevant Fund. If payment in cleared funds in respect of a subscription has not been received by the time specified above, any allotment of Shares made in respect of such application may be cancelled. In the event of the non-clearance of subscription monies, any allotment in respect of an application may be cancelled. In either event and notwithstanding cancellation of the application, the Company may charge the applicant for any expense incurred by it or the relevant Fund or for any loss to the Fund arising out of such non-receipt or non-clearance. In addition, the Company will have the right to sell all or part of the applicant's holding of Shares in the relevant class or any other Fund in order to meet those charges.

The Treatment of Subscription Monies held in a Fund Cash Account

Subscription monies received from an investor in advance of a Dealing Day (notwithstanding that settlement may not be required until subsequent to the Dealing Day) in respect of which an application for Shares has been, or is expected to be, received will be deposited and held in the relevant Fund Cash Account and will be treated as an asset of the relevant Fund upon receipt and will not benefit from the application of any investor money protection rules (i.e. the subscription monies in such circumstance will not be held on trust as investor monies for the relevant investor). In such circumstance, the investor will be an unsecured creditor of the relevant Fund with respect to the amount subscribed and held in the relevant Fund Cash Account until such Shares are issued as of the relevant Dealing Day.

In the event of an insolvency of the Fund or the Company, there is no guarantee that the Fund or the Company will have sufficient funds to pay unsecured creditors in full. Investors who have forwarded subscription monies in advance of a Dealing Day as detailed above and which are held in a Fund Cash Account will rank equally with all other unsecured creditors of the relevant Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore in such circumstances, the investor may not recover all monies originally paid into a Fund Cash Account in relation to the application for Shares.

Your attention is drawn to the section of the Prospectus titled "*Risk Factors*" – "*Operation of Fund Cash Accounts*".

Confirmation of Ownership

Shares shall be issued in registered form only and title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued.

Anti-Money Laundering and Countering Terrorist Financing Measures

Measures aimed at the prevention of money laundering and terrorist financing require a detailed verification of the investor's identity and where applicable the beneficial owner on a risk sensitive basis and the ongoing monitoring of the business relationship. Politically exposed persons ("PEPs"), an individual who is or has, at any time in the preceding year, been entrusted with prominent public functions, and immediate family members, or persons known to be close associates of such persons, must also be identified. By way of example an individual may be required to produce an original certified copy of a passport or identification card together with evidence of his/her address such as two original copies of evidence of his/her address, i.e. utility bills or bank statements, date of birth and tax residence. In the case of corporate investors, such measures may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and resident and business address of all directors. Depending on the circumstances of each application, a detailed verification might not be required where for example, the application is made through a recognised intermediary. This exception will only apply if the intermediary referred to above is located within a country recognised in Ireland as having equivalent anti-money laundering and counter terrorist financing regulations or satisfies other applicable conditions and the investor produces a letter of undertaking from the recognised intermediary. Intermediaries cannot rely on third parties to meet the obligation to monitor the ongoing business relationship with an investor which remains their ultimate responsibility.

The details given above are by way of example only and regardless of the documentation produced by an applicant or its representatives, the Administrator will request such additional information and documentation as it, in its absolute discretion, considers it necessary to fully verify the identity or source of funds of an applicant and to establish the circumstances of the application.

In the event of delay or failure by an investor or applicant to produce any information required for verification purposes, the Administrator or the Company may refuse to accept the application and subscription monies and return all subscription monies or compulsorily repurchase such Shareholder's Shares and/or payment of repurchase proceeds may be delayed (no repurchase proceeds will be paid if the Shareholder fails to produce such information). None of the Company, the Directors, 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 repurchased or payment of repurchase 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 may refuse to pay or delay payment of repurchase proceeds where the requisite information for verification purposes has not been produced by a Shareholder. Each applicant for

Shares acknowledges that the Company and the Administrator shall be held harmless against any loss arising as a result of a failure to process its application for Shares if such information and documentation as has been requested by the Administrator has not been provided by the applicant.

Each applicant for Shares will be required to make such representations as may be required by the Directors in connection with anti-money laundering programmes, including, without limitation, representations that such applicant is not a prohibited country, territory, individual or entity listed on the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") website and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene United States federal or state, or international, laws and regulations, including anti-money laundering laws and regulations.

Any failure to supply the Company with any documentation requested by it for anti-money laundering and terrorist financing procedures may result in a delay in the settlement of redemption proceeds or dividend monies. In circumstances where a redemption request is received, the Company will process any redemption request received by a Shareholder, however the proceeds of that redemption will be held in the relevant Fund Cash Account and therefore shall remain an asset of the Fund. The redeeming Shareholder will rank as a general creditor of the relevant Fund until such time as the Company is satisfied that its anti-money laundering and terrorist financing procedures have been fully complied with, following which redemption proceeds will be released.

Your attention is drawn to the section of the Prospectus titled "*Risk Factors*" – "*Operation of Fund Cash Accounts*" which includes inter alia the risk that in the event of insolvency an investor/ Shareholder may not recover all monies originally paid into a Fund Cash Account for onward transmission to that investor / Shareholder.

Therefore a Shareholder is advised to ensure that all relevant documentation requested by the Company in order to comply with anti-money laundering and terrorist financing procedures is submitted to the Company promptly on subscribing for Shares in the Company

Eligible Investors

Each prospective investor is required to certify that the Shares of the relevant Fund are not being acquired directly or indirectly for the account or benefit of a "Restricted Person" and such applicants will not sell or offer to transfer or sell Shares of the relevant Fund to a Restricted Person unless the Company gives its prior approval. "Restricted Person" as used in this Prospectus currently means inter alia any (i) US Person (other than pursuant to an exemption available under the United States Securities Act of 1933) and (ii) any person whose holding of Shares might result in legal, pecuniary, tax, regulatory, fiscal or material administrative disadvantage to the Company or Fund or their respective Shareholders as a whole.

The Company reserves the right to accept applications for Shares from a limited number or category of US Persons if the Company receives evidence satisfactory to it that the sale of Shares to such an investor is exempt from registration under the securities laws of the United States, including, but not

limited to, the 1933 Act, that such sale will not require the Company to register under the 1940 Act, and, in all events, that there will be no adverse tax or other regulatory consequences to the Company or its shareholders as a result of such sale. If and when permitted, US Persons subscribing on this basis should receive a supplemental disclosure document and will be required to complete a set of additional subscription documents.

Data Protection

Prospective investors should note that by completing the Application Form they are providing personal information to the Company, which may constitute personal data within the meaning of data protection legislation in Ireland. This data will be used for the purposes of client identification, administration, statistical analysis, market research, to comply with any applicable legal or regulatory requirements and, if an applicant's consent is given, for direct marketing purposes. Data may be disclosed to third parties including regulatory bodies, tax authorities, delegates, advisers and service providers of the Company and their or the Company's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including outside the EEA) for the purposes specified. By signing the application form, investors consent to the obtaining, holding, use, disclosure and processing of data for any one or more of the purposes set out in the application form.

Pursuant to the Data Protection Legislation, investors have a right of access to their personal data kept by the Company and the right to amend and rectify any inaccuracies in their personal data held by making a request in writing.

The Company as a Data Controller and the Administrator as a Data Processor, within the meaning of Data Protection Legislation, undertake to hold any personal information provided by investors in confidence and in accordance with Data Protection Legislation.

By signing the Application Form, prospective investors consent to the recording of telephone calls made to and received from investors by the Company, its delegates, its duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.

The Administrator may and will hold all or part of the data provided in accordance with applicable laws even after the investor has fully redeemed from the Company.

Redemption of Shares

Shareholders may redeem their Shares on and with effect from any Dealing Day at the Net Asset Value per Share for that Class calculated on or with respect to the relevant Dealing Day (save during any period when the calculation of Net Asset Value is suspended). If the redemption of part only of a Shareholder's shareholding would leave the Shareholder holding less than the Minimum Holding for the relevant Fund, the Directors or their delegate may, if they/it thinks fit, redeem the whole of that Shareholder's holding.

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

Requests for the redemption of Shares should be made to the Administrator on behalf of the Company and may be submitted in original form or by fax (or by such other means as may be prescribed by the Directors from time to time) and should include such information as may be specified from time to time by the Directors or their delegate. Requests for redemption received prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day unless the Directors in their absolute discretion determine otherwise in exceptional circumstances provided that such application has been received prior to the Valuation Point for that particular Dealing Day. Redemption requests will only be accepted for payment where cleared funds and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. No redemption payment will be made from an investor holding until the original subscription application form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed. In such circumstances, the Administrator will process any redemption request received by a Shareholder, however the proceeds of that redemption shall remain an asset of the relevant Fund, which will be held in the relevant Fund Cash Account and the Shareholder will rank as a general creditor of the Company until such time as the Administrator is satisfied that its anti-money laundering and anti-fraud procedures have been fully complied with, following which redemption proceeds will be released.

The minimum value of Shares which a Shareholder may redeem in any one redemption transaction is the Minimum Transaction Size as specified in the relevant Supplement. In the event of a Shareholder requesting a redemption which would, if carried out, leave the Shareholder holding Shares having a Net Asset Value less than the Minimum Holding, the Company may, if it thinks fit, redeem the whole of the Shareholder's holding.

The redemption price per Share shall be the Net Asset Value per Share.

Method of Payment

Redemption payments will be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator in writing. Redemption payments following processing of instruments received by fax or such other means as may be prescribed by the Directors from time to time will only be made to the account of record of a Shareholder.

Currency of Payment

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

Timing of Payment

Redemption proceeds in respect of Shares will be paid within 10 Business Days of the Dealing Deadline for the relevant Dealing Day provided that all the required documentation has been furnished to and received by the Administrator.

The Treatment of Redemption Monies held in a Fund Cash Account

Redemption monies payable to an investor subsequent to a Dealing Day of a Fund as of which Shares of that investor were redeemed (and consequently the investor is no longer a Shareholder of the Fund as of the relevant Dealing Day) will be held in the relevant Fund Cash Account and will be treated as an asset of the Fund until paid to that investor and will not benefit from the application of any investor money protection rules (i.e. the redemption monies in such circumstance will not be held on trust for the relevant investor). In such circumstance, the investor will be an unsecured creditor of the relevant Fund with respect to the redemption amount held in the relevant Fund Cash Account until paid to the investor.

In the event of an insolvency of the Fund or the Company, there is no guarantee that the Fund or the Company will have sufficient funds to pay unsecured creditors in full. Investors due redemption monies which are held in a Fund Cash Account will rank equally with all other unsecured creditors of the relevant Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore in such circumstances, the investor may not recover all monies originally paid into an Umbrella Cash Account for onward transmission to that investor.

Your attention is drawn to the section of the Prospectus titled "*Risk Factors*" – "*Operation of Fund Cash Accounts*".

Withdrawal of Redemption Requests

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

Deferred Redemptions

If the number of Shares to be redeemed on any Dealing Day equals 10% or more of the total number of Shares of a Fund in issue or 10% or more of the Net Asset Value of the Fund on that day, the Directors or their delegate may at their discretion refuse to redeem any Shares in excess of 10% of the total number of Shares in issue or any Shares in excess of 10% of the Net Asset Value of the Fund as aforesaid and, if they so refuse, the requests for redemption on such Dealing Day shall be reduced pro rata and Shares which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all Shares to which the original request related have been redeemed.

In Specie Redemptions

The Directors may, with the consent of the individual Shareholders, satisfy any request for redemption of Shares by the transfer in specie to those Shareholders of assets of the relevant Fund having a value equal to the redemption price for the Shares redeemed as if the redemption proceeds were paid in cash less any redemption charge and other expenses of the transfer. A determination to provide redemption in specie may be solely at the discretion of the Directors where the redeeming Shareholder requests redemption of a number of Shares that represents 5% or more of the Net Asset Value of the relevant Fund provided that any such Shareholder requesting redemption shall be entitled to request the sale of any asset or assets proposed to be distributed in specie and the distribution to such Shareholder of the cash proceeds of such sale less the costs of such sale which shall be borne by the relevant Shareholder. The nature and type of assets to be transferred in specie to each Shareholder shall be determined by the Directors (subject to the approval of the Depositary as to the allocation of assets) on such basis as the Directors in their discretion shall deem equitable and not prejudicial to the interests of the remaining Shareholders in the relevant Fund or Class.

Compulsory Redemption of Shares/Deduction of Tax

Shareholders are required to notify the Administrator or Distributor through whom Shares have been purchased immediately if they become US Persons or persons who are otherwise subject to restrictions on ownership as set out in this Prospectus and such Shareholders may be required to redeem or transfer their Shares. The Company may redeem any Shares which are or become owned, directly or indirectly, by or for the benefit of any person in breach of any restrictions on ownership from time to time as set out in this Prospectus or if the holding of Shares by any person is unlawful or is likely to result or results in any tax, fiscal, legal, regulatory, pecuniary liability or disadvantage or material administrative disadvantage to the Company, the relevant Fund or the Shareholders as a whole. The Company may also redeem any Shares held by any person who holds less than the Minimum Holding or does not, within seven days of a request by or on behalf of the Directors, supply any information or declaration required under the terms hereof to be furnished. Any such redemption will be effected on a Dealing Day at the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day on which the Shares are to be redeemed. The Company may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Shares by a Shareholder including any interest or penalties payable thereon. The attention of investors in relation to the section of the Prospectus entitled "Taxation" and in particular the section headed "Irish Taxation" which details circumstances in which the Company shall be entitled to deduct from payments to Shareholders who are resident or ordinarily resident in Ireland amounts in respect of liability to Irish taxation including any penalties and interest thereon and/or compulsorily redeem Shares to discharge such liability. Relevant Shareholders will indemnify and keep the Company indemnified against loss arising to the Company by reason of the Company becoming liable to account for tax on the happening of an event giving rise to a charge to taxation.

Total Redemption of Shares

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

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

The Directors may resolve in their absolute discretion to retain sufficient monies prior to effecting a total redemption of Shares to cover the costs associated with the subsequent termination of a Fund or Class, any liabilities or contingencies of the Fund or the liquidation of the Company.

Conversion of Shares

Subject to the Minimum Initial Subscription, Minimum Holding and Minimum Transaction Size requirements of the relevant Fund or Classes and save where otherwise provided in the relevant Supplement, Shareholders may request conversion of some or all of their Shares in one Fund or Class ("the Original Fund") to Shares in another Fund or Class or another Class in the same Fund ("the New Fund") in accordance with the formula and procedures specified below.

Requests for conversion of Shares should be made to the Administrator on behalf of the Company and may be submitted in original form, by fax (or such other means as may be prescribed by the Directors from time to time) and should include such information as may be specified from time to time by the Directors or their delegate. Requests for conversion should be received prior to the earlier of the Dealing Deadline for redemptions in the Original Fund and the Dealing Deadline specified herein for subscriptions in the New Fund. Any applications received after such time will be dealt with on the next Dealing Day which is a Dealing Day for the relevant Funds, unless the Directors in their absolute discretion otherwise determine in exceptional circumstances, provided such applications are received prior to the Valuation Point. Conversion requests will only be accepted where cleared funds and completed original documents are in place from initial subscriptions.

Where a conversion request would result in a Shareholder holding a number of Shares of either the Original Fund or the New Fund which would be less than the Minimum Holding for the relevant Fund, the Directors or its delegate may, if it thinks fit, convert the whole of the holding in the Original Fund to Shares in the New Fund or refuse to effect any conversion from the Original Fund.

Fractions of Shares which shall not be less than 0.0001 of a Share may be issued by the Company on conversion where the value of Shares converted from the Original Fund are not sufficient to purchase an integral number of Shares in the New Fund and any balance representing less than 0.0001 of a Share will be retained by the Company in order to defray administration costs.

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

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

where

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

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

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

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

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

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

Withdrawal of Conversion Requests

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

Net Asset Value and Valuation of Assets

The Net Asset Value of each Fund or, if there are different Classes within a Fund, each Class will be calculated by the Administrator as at each Valuation Point for each Fund in accordance with the Articles.

The Net Asset Value of a Fund shall be determined as at each Valuation Point by valuing the assets of the relevant Fund (including income accrued but not collected) and deducting the liabilities of the relevant Fund (including a provision for duties and charges, accrued expenses and fees and other liabilities). The Net Asset Value attributable to a Class shall be determined as at the Valuation Point by calculating that portion of the Net Asset Value of the relevant Fund attributable to the relevant Class subject to adjustment to take account of assets and/or liabilities attributable to the Class. The Net Asset Value of a Fund will be expressed in the Base Currency of the Fund, or in such other currency as the Directors may determine either generally or in relation to a particular Class in a specific case.

The Net Asset Value per Share shall be calculated as at each Valuation Point by dividing the Net Asset Value of the relevant Fund or attributable to a Class by the total number of Shares in issue in the Fund or Class at the relevant Valuation Point and rounding the resulting total to 4 decimal places or such other number of decimal places as may be determined by the Directors from time to time.

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

- (a) Securities which are quoted, listed or traded on a Recognised Exchange save as hereinafter provided at (d), (e), (f), (g), and (h) will be valued at last traded prices if available, or otherwise, latest mid-market prices. Where a security is listed or dealt in on more than one Recognised Exchange the relevant exchange or market shall be the principal stock exchange

or market on which the security is listed or dealt on or the exchange or market which the Directors determine provides the fairest criteria in determining a value for the relevant investment. Investments listed or traded on a Recognised Exchange, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that the Depository shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.

- (b) The value of any security which is not quoted, listed or dealt in on a Recognised Exchange or which is so quoted, listed or dealt but for which no such quotation or value is available or the available quotation or value is not representative of the fair market value shall be the probable realisation value as estimated with care and good faith by (i) the Directors or (ii) a competent person, firm or corporation (including the Investment Manager) selected by the Directors and approved for the purpose by the Depository or (iii) any other means provided that the value is approved by the Depository. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined using matrix methodology compiled by the Directors whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.
- (c) Cash in hand or on deposit will be valued at its nominal/face value plus accrued interest, where applicable, to the end of the relevant day on which the Valuation Point occurs.
- (d) Derivative contracts traded on a regulated market including without limitation futures and options contracts and index futures shall be valued at the settlement price as determined by the market. If the settlement price is not available, the value shall be the probable realisation value estimated with care and in good faith by (i) the Directors or (ii) a competent person firm or corporation (including the Investment Manager) selected by the Directors and approved for the purpose by the Depository or (iii) any other means provided that the value is approved by the Depository. Subject to Article 11 of EMIR and the related Commission Delegated Regulation No. 149/2013 as may be amended from time to time, OTC derivative contracts including without limitation swap contracts and swaptions will be valued daily either (i) on the basis of a quotation provided by the relevant counterparty and such valuation shall be approved or verified at least weekly by a party who is approved for the purpose by the Depository and who is independent of the counterparty (the "Counterparty Valuation"); or (ii) using an alternative valuation provided by a competent person appointed by the Directors and approved for the purpose by the Depository or a valuation by any other means provided that the value is approved by the Depository (the "Alternative Valuation"). Where such Alternative Valuation method is used the Company will follow international best practise and adhere to the principles on valuation of OTC instruments established by bodies such as IOSCO and AIMA and will be reconciled to the Counterparty Valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained.
- (e) Forward foreign exchange contracts and interest rate swaps shall be valued in the same manner as OTC derivative contracts or by reference to freely available market quotations.

- (f) Notwithstanding paragraph (a) above units in collective investment schemes shall be valued at the latest available net asset value per unit or bid price as published by the relevant collective investment scheme or, if listed or traded on a Recognised Exchange, in accordance with (a) above.
- (g) The Directors may use the amortised cost method of valuation in relation to short-term money market funds which comply with the Central Banks' requirements for short-term money market funds and where a review of the amortised cost valuation vis a vis market valuation will be carried out in accordance with the Central Bank's requirements.
- (h) In the case of a Fund which is not a money market fund, the Directors may value money market instruments using the amortised cost method of valuation in accordance with the requirements of the Central Bank.
- (i) 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.
- (j) Any value expressed otherwise than in the Base Currency of the relevant Fund shall be converted into the Base Currency of the relevant Fund at the prevailing exchange rate which the Directors or their delegate shall determine to be appropriate.
- (k) Where the value of any investment is not ascertainable as described above, the value shall be the probable realisation value estimated by the Directors with care and in good faith or by a competent person appointed by the Directors and approved for the purpose by the Depositary.
- (l) If the Directors deem it necessary a specific investment may be valued under an alternative method of valuation approved by the Depositary.

In calculating the value of assets of the Company and each Fund the following principles will apply:

- (a) in determining the value of the assets of a Fund (a) the Directors may value the assets of a Fund (i) at lowest market dealing bid prices where on any Dealing Day the value of all redemption requests received exceeds the value of all applications for Shares received for that Dealing Day or at highest market dealing offer prices where on any Dealing Day the value of all applications for Shares received for that Dealing Day exceeds the value of all redemption requests received for that Dealing Day, in each case in order to preserve the value of the Shares held by existing Shareholders; (ii) at bid and offer prices where a bid and offer value is used to determine the price at which Shares are issued and redeemed in accordance with the requirements of the Central Bank; or (iii) at last traded prices; provided in each case that the valuation policy selected by the Directors shall be applied consistently with respect to the Company and, as appropriate, individual Funds for so long as the Company or Funds, as the case may be, are operated on a going concern basis and provided that the valuation policy selected by the Directors shall be applied consistently with respect to the

Company and with respect to all of the assets of the Company or relevant Fund. Every Share agreed to be issued by the Directors with respect to a Dealing Day shall not be taken into account in calculating the Net Asset Value of the relevant Class until the Valuation Point in respect of the following Dealing Day and the assets of the relevant Fund shall not be deemed to include until the Valuation Point in respect of the following Dealing Day the amount of any cash or other property received or to be received in respect of those Shares agreed to be issued after deducting therefrom (in the case of Shares agreed to be issued for cash) or providing for preliminary charges;

- (b) where investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such investments shall be included or excluded and the gross purchase or net sale consideration excluded or included as the case may require as if such purchase or sale had been duly completed unless the Directors have reason to believe such purchase or sale will not be completed;
- (c) there shall be added to the assets of the relevant Fund any actual or estimated amount of any taxation of a capital nature which may be recoverable by the Company which is attributable to that Fund;
- (d) there shall be added to the assets of each relevant Fund a sum representing any interest, dividends or other income accrued but not received and a sum representing unamortised expenses unless the Directors are of the opinion that such interest, dividends or other income are 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 or their delegate (with the approval of the Depositary) may consider appropriate in such case to reflect the true value thereof;
- (e) there shall be added to the assets of each relevant Fund the total amount (whether actual or estimated by the Directors or their delegate) of any claims for repayment of any taxation levied on income or capital gains including claims in respect of double taxation relief;
- (f) where notice of the redemption of Shares has been received by the Company with respect to a Dealing Day and the cancellation of such Shares has not been completed, the Shares to be redeemed shall be deemed to be in issue at the Valuation Point and the value of the assets of the relevant Fund shall be deemed to include the amount payable upon such redemption;
- (g) there shall be deducted from the assets of the relevant Fund:
 - (i) the total amount of any actual or estimated liabilities properly payable out of the assets of the relevant Fund including any and all outstanding borrowings of the Company in respect of the relevant Fund, interest, fees and expenses payable on such borrowings and any estimated liability for tax and such amount in respect of contingent or projected expenses as the Directors consider fair and reasonable as of the relevant Valuation Point;

- (ii) such sum in respect of tax (if any) on income or capital gains realised on the investments of the relevant Fund as in the estimate of the Directors will become payable;
- (iii) the amount (if any) of any distribution declared but not distributed in respect thereof;
- (iv) the remuneration, fees and expenses of the Directors, the Administrator, the Depository, the Investment Manager, any Distributor any Paying Agent or sub-distributor and any other providers of services to the Company accrued but remaining unpaid together with a sum equal to the value added tax chargeable thereon (if any);
- (v) the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable out of the assets of the relevant Fund (including all establishment, operational and ongoing administrative fees, costs and expenses) as of the relevant Valuation Point;
- (vi) an amount as of the relevant Valuation Point representing the projected liability of the relevant Fund in respect of costs and expenses to be incurred by the relevant Fund in the event of a subsequent liquidation;
- (vii) an amount as of the relevant Valuation Point representing the projected liability of the relevant calls on Shares in respect of any warrants issued and/or options written by the relevant Fund or Class of Shares; and
- (viii) any other liability which may properly be deducted.

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

Fund Cash Account; Fund Asset Classification

Notwithstanding subscription monies, redemption monies and dividend amounts will be held in one or more Fund Cash Account(s) in the name of a Fund and treated as assets of and attributable to a Fund:-

- (a) any subscription monies received from an investor prior to the Dealing Day of a Fund (notwithstanding that settlement may not be required until subsequent to the Dealing Day) in respect of which an application for Shares has been, or is expected to be, received will not be taken into account as an asset of the Fund for the purpose of determining the Net Asset Value of that Fund until the Valuation Point for the relevant Dealing Day as of which Shares of the Fund are agreed to be issued to that investor;
- (b) any redemption monies payable to an investor subsequent to the Dealing Day of a Fund as of which Shares of that investor were redeemed will not be taken into account as an asset of the Fund for the purpose of determining the Net Asset Value of that Fund; and

- (c) any dividend amount payable to a Shareholder will not be taken into account as an asset of the Fund for the purpose of determining the Net Asset Value of that Fund.

Suspension of Valuation of Assets

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

- a) during the whole or part of any period (other than for ordinary holidays or customary weekends) when any of the Recognised Exchanges on which the relevant Fund's investments are quoted, listed, traded or dealt are closed or during which dealings therein are restricted or suspended or trading is suspended or restricted; or
- b) during the whole or part of any period when circumstances outside the control of the Directors exist as a result of which any disposal or valuation of investments of the Fund is not reasonably practicable or would be detrimental to the interests of Shareholders or it is not possible to transfer monies involved in the acquisition or disposition of investments to or from the relevant account of the Company; or
- c) during the whole or any part of any period when any breakdown occurs in the means of communication normally employed in determining the value of any of the relevant Fund's investments; or
- d) during the whole or any part of any period when for any reason the value of any of the Fund's investments cannot be reasonably, promptly or accurately ascertained;
- e) during the whole or any part of any period when subscription proceeds cannot be transmitted to or from the account of any Fund or the Company is unable to repatriate funds required for making redemption payments or when such payments cannot, in the opinion of the Directors, be carried out at normal rates of exchange;
- f) upon mutual agreement between the Company and the Depositary for the purpose of winding up the Company or terminating any Fund;
- g) if any other reason makes it impossible or impracticable to determine the value of any portion of the investments or the Company or any Fund; or
- h) when considered by the Directors, in their discretion, for any reason other than those outlined above, to be in the best interests of the Shareholders of the Company or any Fund.

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 immediately without delay to the Central Bank and the Irish Stock Exchange. Where possible, all reasonable steps will be taken to bring any period of

suspension to an end as soon as possible.

Taxation on the occurrence of certain events

The attention of investors is drawn to the section of the Prospectus headed "Taxation" and in particular the taxation liability arising on the occurrence of certain events such as the encashment, redemption or transfer of Shares by or payment of dividends to Shareholders. If the Company becomes liable to account for tax including any interest or penalties thereon if an event giving rise to a tax liability occurs, the Company shall be entitled to deduct such amount from the payment arising on such event or to compulsorily redeem or cancel such number of Shares held by the Shareholder or the beneficial owner of the Shares as have a value sufficient after the deduction of any redemption charges to discharge any such liability. The relevant Shareholder shall indemnify and keep the Company indemnified against any loss arising to the Company by reason of the Company becoming liable to account for tax and any interest or penalties thereon on the happening of an event giving rise to a tax liability including if no such deduction, appropriation or cancellation has been made.

5. TAXATION

The information given is not exhaustive and does not constitute legal or tax advice. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, switching or disposing of Shares under the laws of the jurisdictions in which they may be subject to tax.

The following is a brief summary of certain aspects of Irish taxation law and practice relevant to the transactions contemplated in this Prospectus. It is based on the law and practice and official interpretation currently in effect, all of which are subject to change.

Dividends, interest and capital gains (if any) which the Company receives with respect to its investments (other than securities of Irish issuers) may be subject to taxes, including withholding taxes, in the countries in which the issuers of investments are located. It is anticipated that the Company may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in a repayment to the Company the Net Asset Value will not be restated and the benefit will be allocated to the existing Shareholders rateably at the time of repayment.

Irish Taxation

The Directors have been advised that, on the basis that the Company is resident in Ireland for taxation purposes the taxation position of the Company and the Shareholders is as set out below.

The Company

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

The Directors have been advised that the Company qualifies as an investment undertaking as defined in Section 739B(1) of the Taxes Act. Under current Irish law and practice, the Company is not chargeable to Irish tax on its income and gains.

However, tax can arise on the happening of a “chargeable event” in the Company. A chargeable event includes any distribution payments to Shareholders or any encashment, redemption, cancellation, transfer or deemed disposal (a deemed disposal will occur at the expiration of a Relevant Period) of Shares or the appropriation or cancellation of Shares of a Shareholder by the Company for the purposes of meeting the amount of tax payable on a gain arising on a transfer. No tax will arise on the Company in respect of chargeable events in respect of a Shareholder who is neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event 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 no longer materially correct. In the absence of either a Relevant Declaration or the Company satisfying and availing of equivalent measures (see paragraph headed “*Equivalent Measures*” below) there is a presumption that the investor is Irish Resident or Ordinarily Resident in Ireland. A chargeable event does not include:

- i. An exchange by a Shareholder, effected by way of an arms length bargain where no payment is made to the Shareholder, of Shares in the Company for other Shares in the Company;
- ii. 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;
- iii. A transfer by a Shareholder of the entitlement to Shares where the transfer is between spouses and former spouses, subject to certain conditions;
- iv. An exchange of Shares arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the Company with another investment undertaking.

If the Company becomes liable to account for tax if a chargeable event occurs, the Company shall be entitled to deduct from the payment arising on a chargeable event an amount equal to the appropriate tax and/or where applicable, to appropriate or cancel such number of Shares held by the Shareholder or the beneficial owner of the Shares as are required to meet the amount of tax. 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.

Dividends received by the Company from investment in Irish equities may be subject to Irish dividend withholding tax at the standard rate of income tax (currently 20%). However, the Company can make a declaration to the payer that it is a collective investment undertaking beneficially entitled to the dividends which will entitle the Company to receive such dividends without deduction of Irish dividend withholding tax.

Stamp Duty

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

No Irish stamp duty will be payable by the Company on the conveyance or transfer of stock or marketable securities provided that the stock or marketable securities in question have not been issued by a company registered in Ireland and provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property or to any stocks or marketable securities of a company (other than a company which is an investment undertaking within the meaning of Section 739B (1) of the Taxes Act or a “qualifying company” within the meaning of Section 110 of the Taxes Act) which is registered in Ireland.

Shareholders Tax

Shares which are held in a Recognised Clearing System

Any payments to a Shareholder or any encashment, redemption, cancellation or transfer of Shares

held in a Recognised Clearing System will not give rise to a chargeable event in the Company (there is however ambiguity in the legislation as to whether the rules outlined in this paragraph with regard to Shares held in a Recognised Clearing System, apply in the case of chargeable events arising on a deemed disposal, therefore, as previously advised, Shareholders should seek their own tax advice in this regard). Thus the Company will not have to deduct any Irish taxes on such payments regardless of whether they are held by Shareholders who are Irish Residents or Ordinarily Resident in Ireland, or whether a non-resident Shareholder has made a Relevant Declaration. However, Shareholders who are Irish Resident or Ordinarily Resident in Ireland or who are not Irish Resident or Ordinarily Resident in Ireland but whose Shares are attributable to a branch or agency in Ireland may still have a liability to account for Irish tax on a distribution or encashment, redemption or transfer of their Shares.

To the extent any Shares are not held in a Recognised Clearing System at the time of a chargeable event (and subject to the discussion in the previous paragraph relating to a chargeable event arising on a deemed disposal), the following tax consequences will typically arise on a chargeable event.

Shareholders who are neither Irish Residents nor Ordinarily Resident in Ireland

The Company will not have to deduct tax on the occasion of a chargeable event in respect of a Shareholder if (a) the Shareholder is neither Irish Resident nor Ordinarily Resident in Ireland, (b) the Shareholder has made a Relevant Declaration on or about the time when the Shares are applied for or acquired by the Shareholder and (c) the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of either a Relevant Declaration (provided in a timely manner) or the Company satisfying and availing of equivalent measures (see paragraph headed "*Equivalent Measures*" below) tax will arise on the happening of a chargeable event in the Company regardless of the fact that a Shareholder is neither Irish Resident nor Ordinarily Resident in Ireland. The appropriate tax that will be deducted is as described below.

To the extent that a Shareholder is acting as an Intermediary on behalf of persons who are neither Irish Resident nor Ordinarily Resident in Ireland no tax will have to be deducted by the Company on the occasion of a chargeable event provided that either (i) the Company satisfied and availed of the equivalent measures or (ii) the Intermediary has made a Relevant Declaration that he/she is acting on behalf of such persons and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

Shareholders who are neither Irish Residents nor Ordinarily Resident in Ireland and either (i) the Company has satisfied and availed of the equivalent measures or (ii) such Shareholders have made Relevant Declarations in respect of which the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct, will not be liable to Irish tax in respect of income from their Shares and gains made on the disposal of their Shares. However, any corporate Shareholder which is not Irish Resident and which holds Shares directly or indirectly by or for a trading branch or agency in Ireland will be liable to Irish tax on income from their Shares or gains made on disposals of the Shares.

Where tax is withheld by the Company on the basis that no Relevant Declaration has been filed with the Company by the Shareholder, Irish legislation provides for a refund of tax only to companies

within the charge to Irish corporation tax, to certain incapacitated persons and in certain other limited circumstances.

Shareholders who are Irish Residents or Ordinarily Resident in Ireland

Unless a Shareholder is an Exempt Irish Investor and makes a Relevant Declaration to that effect and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct or unless the Shares are purchased by the Courts Service, tax at the rate of 41% (25% where the Shareholder is a company and an appropriate declaration is in place) will be required to be deducted by the Company from a distribution (where payments are made annually or at more frequent intervals) to a Shareholder who is Irish Resident or Ordinarily Resident in Ireland. Similarly, tax at the rate of 41% (25% where the Shareholder is a company and an appropriate declaration is in place) will have to be deducted by the Company on any other distribution or gain arising to the Shareholder (other than an Exempt Irish Investor who has made a Relevant Declaration) on an encashment, redemption, cancellation, transfer or deemed disposal (see below) of Shares by a Shareholder who is Irish Resident or Ordinarily Resident in Ireland.

The Finance Act 2006 introduced rules (which were subsequently amended by the Finance Act 2008) in relation to an automatic exit tax for Shareholders who are Irish Resident or Ordinarily Resident in Ireland in respect of Shares held by them in the Company at the ending of a Relevant Period. Such Shareholders (both companies and individuals) will be deemed to have disposed of their Shares (“deemed disposal”) at the expiration of that Relevant Period and will be charged to tax at the rate of 41% (25% where the Shareholder is a company and an appropriate declaration is in place) on any deemed gain (calculated without the benefit of indexation relief) accruing to them based on the increased value (if any) of the Shares since purchase or since the previous exit tax applied, whichever is later.

For the purposes of calculating if any further tax arises on a subsequent chargeable event (other than chargeable events arising from the ending of a subsequent Relevant Period or where payments are made annually or at more frequent intervals), the preceding deemed disposal is initially ignored and the appropriate tax calculated as normal. Upon calculation of this tax, credit is immediately given against this tax for any tax paid as a result of the preceding deemed disposal. Where the tax arising on the subsequent chargeable event is greater than that which arose on the preceding deemed disposal, the Company will have to deduct the difference. Where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal, the Company will refund the Shareholder for the excess (subject to the paragraph headed “15% threshold” below).

10% Threshold

The Company will not have to deduct tax (“exit tax”) in respect of this deemed disposal where the value of the chargeable shares (i.e. those Shares held by Shareholders to whom the declaration procedures do not apply) in the Company (or Fund being an umbrella scheme) is less than 10% of the value of the total Shares in the Company (or the Fund) and the Company has made an election to report certain details in respect of each affected Shareholder to Revenue (the “Affected Shareholder”) in each year that the de minimus limit applies. In such a situation the obligation to account for the tax on any gain arising on a deemed disposal will be the responsibility of the Shareholder on a self-

assessment basis (“self-assessors”) as opposed to the Company or Fund (or their service providers). The Company is deemed to have made the election to report once it has advised the Affected Shareholders in writing that it will make the required report.

15 % Threshold

As previously stated where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal (e.g. due to a subsequent loss on an actual disposal), the Company will refund the Shareholder the excess. Where however immediately before the subsequent chargeable event, the value of chargeable shares in the Company (or Fund being an umbrella scheme) does not exceed 15% of the value of the total Shares, the Company may elect to have any excess tax arising repaid directly by Revenue to the Shareholder. The Company is deemed to have made this election once it notifies the Shareholder in writing that any repayment due will be made directly by Revenue on receipt of a claim by the Shareholder.

Other

To avoid multiple deemed disposal events for multiple units an irrevocable election under Section 739D(5B) can be made by the Company to value the Shares held at the 30th June or 31st December of each year prior to the deemed disposal occurring. While the legislation is ambiguous, it is generally understood that the intention is to permit a fund to group shares in six month batches and thereby make it easier to calculate the exit tax by avoiding having to carry out valuations at various dates during the year resulting in a large administrative burden.

The Irish Revenue Commissioners have provided updated investment undertaking guidance notes which deal with the practical aspects of how the above calculations/objectives will be accomplished.

Shareholders (depending on their own personal tax position) who are Irish Resident or Ordinarily Resident in Ireland may still be required to pay tax or further tax on a distribution or gain arising on an encashment, redemption, cancellation, transfer or deemed disposal of their Shares. Alternatively they may be entitled to a refund of all or part of any tax deducted by the Company on a chargeable event.

Equivalent Measures

The Finance Act 2010 (“Act”) introduced measures commonly referred to as equivalent measures to amend the rules with regard to Relevant Declarations. The position prior to the Act was that no tax would arise on an investment undertaking with regard to chargeable events in respect of a shareholder who was neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event, provided that a Relevant Declaration was in place and the investment undertaking was not in possession of any information which would reasonably suggest that the information contained therein was no longer materially correct. In the absence of a Relevant Declaration there was a presumption that the investor was Irish Resident or Ordinarily Resident in Ireland. The Act however contained provisions that permit the above exemption in respect of shareholders who are not Irish Resident nor Ordinarily Resident in Ireland to apply where the investment undertaking is not actively marketed to such investors and appropriate equivalent measures are put in place by the investment undertaking to ensure that such shareholders are not Irish Resident nor Ordinarily Resident in Ireland and the investment undertaking has received approval from the Revenue

Commissioners in this regard.

Personal Portfolio Investment Undertaking ("PPIU")

The Finance Act 2007 introduced provisions regarding the taxation of Irish Resident individuals or Ordinarily Resident in Ireland individuals who hold shares in investment undertakings. These provisions introduced the concept of a personal portfolio investment undertaking ("PPIU"). Essentially, an investment undertaking will be considered a PPIU in relation to a specific investor where that investor can influence the selection of some or all of the property held by the investment undertaking either directly or through persons acting on behalf of or connected to the investor. Depending on individuals' circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will only be a PPIU in respect of those individuals' who can "influence" selection. Any gain arising on a chargeable event in relation to an investment undertaking which is a PPIU in respect of an individual on or after 20th February 2007, will be taxed at the rate of 60%. Specific exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking. Further restrictions may be required in the case of investments in land or unquoted shares deriving their value from land.

Capital Acquisitions Tax

The disposal of Shares may be subject to Irish gift or inheritance tax (Capital Acquisitions Tax). However, provided that the Company falls within the definition of investment undertaking (within the meaning of Section 739B(1) of the Taxes Act), the disposal of Shares by a Shareholder is not liable to Capital Acquisitions Tax provided that (a) at the date of the gift or inheritance, the donee or successor is neither domiciled nor Ordinarily Resident in Ireland; (b) at the date of the disposition, the Shareholder disposing ("disponer") of the Shares is neither domiciled nor Ordinarily Resident in Ireland; and (c) the Shares are comprised in the gift or inheritance at the date of such gift or inheritance and at the valuation date.

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

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

European Union – Taxation of Savings Income Directive

On 10 November 2015, the Council of the European Union adopted a Council Directive repealing Directive 2003/48/EC (the "**Savings Directive**") from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as reporting and exchange of information relating to and account for withholding taxes on payments made before those dates). This is to prevent overlap between the Savings Directive and the new automatic exchange of information regime to be implemented under

Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU) (see section entitled “Common Reporting Standards” below).

Compliance with US reporting and withholding requirements

The foreign account tax compliance provisions (“**FATCA**”) of the Hiring Incentives to Restore Employment Act 2010 represent an expansive information reporting regime enacted by the United States (“**US**”) aimed at ensuring that Specified US Persons with financial assets outside the US are paying the correct amount of US tax. FATCA will generally impose a withholding tax of up to 30% with respect to certain US source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce US source interest or dividends paid to a foreign financial institution (“**FFI**”) unless the FFI enters directly into a contract (“**FFI agreement**”) with the US Internal Revenue Service (“**IRS**”) or alternatively the FFI is located in a IGA country (please see below). An FFI agreement will impose obligations on the FFI including disclosure of certain information about US investors directly to the IRS and the imposition of withholding tax in the case of non-compliant investors. For these purposes the Company would fall within the definition of a FFI for the purpose of FATCA.

In recognition of both the fact that the stated policy objective of FATCA is to achieve reporting (as opposed to being solely the collecting of withholding tax) and the difficulties which may arise in certain jurisdictions with respect to compliance with FATCA by FFIs, the US developed an intergovernmental approach to the implementation of FATCA. In this regard, the Irish and US Governments signed the Irish IGA on the 21st December 2012 and provisions were included in Finance Act 2013 for the implementation of the Irish IGA and also to permit regulations to be made by the Irish Revenue Commissioners with regard to registration and reporting requirements arising from the Irish IGA. In this regard, the Revenue Commissioners (in conjunction with the Department of Finance) have issued Regulations – S.I. No. 292 of 2014 which is effective from 1 July 2014. Supporting Guidance Notes (which will be updated on an ad-hoc basis) were first issued by the Irish Revenue Commissioners on 1 October 2014 with the most recent version being issued in May 2016.

The Irish IGA is intended to reduce the burden for Irish FFIs of complying with FATCA by simplifying the compliance process and minimising the risk of withholding tax. Under the Irish IGA, information about relevant US investors will be provided on an annual basis by each Irish FFI (unless the FFI is exempted from the FATCA requirements) directly to the Irish Revenue Commissioners. The Irish Revenue Commissioners will then provide such information to the IRS (by the 30th September of the following year) without the need for the FFI to enter into a FFI agreement with the IRS. Nevertheless, the FFI will generally be required to register with the IRS to obtain a Global Intermediary Identification Number commonly referred to as a GIIN.

Under the Irish IGA, FFIs should generally not be required to apply 30% withholding tax.

To the extent the Company does suffer US withholding tax on its investments as a result of FATCA, the Directors may take any action in relation to an investor's investment in the Company to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information or to become a participating FFI gave rise to the withholding.

Common Reporting Standards

On 14 July 2014, the OECD issued the Standard for Automatic Exchange of Financial Account Information (“**the Standard**”) which therein contains the CRS. The subsequent introduction of the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information and the EU Council Directive 2014/107/EU (amending Council Directive 2011/16/EU) provides the international framework for the implementation of the CRS by Participating Jurisdictions. In this regard, the CRS was implemented into Irish law by the inclusion of relevant provisions in Finance Act 2014 and 2015 and the issuance of Regulation S.I. No. 583 of 2015.

The main objective of the CRS is to provide for the annual automatic exchange of certain financial account information between relevant tax authorities of Participating Jurisdictions.

The CRS draws extensively on the intergovernmental approach used for the purposes of implementing FATCA and, as such, there are significant similarities between both reporting mechanisms. However, whereas FATCA essentially only requires reporting of specific information in relation to Specified US Persons to the IRS, the CRS has a significantly wider ambit due to the multiple jurisdictions participating in the regime.

Broadly speaking, the CRS will require Irish Financial Institutions to identify Account Holders resident in other Participating Jurisdictions and to report specific information in relation to these Account Holders to the Irish Revenue Commissioners on an annual basis (which, in turn, will provide this information to the relevant tax authorities where the Account Holder is resident). In this regard, please note that the Company will be considered an Irish Financial Institution for the purposes of the CRS.

For further information on the CRS requirements of the Company, please refer to the below “Customer Information Notice”.

Customer Information Notice

The Company intends to take such steps as may be required to satisfy any obligations imposed by (i) the Standard and, specifically, the CRS therein or (ii) any provisions imposed under Irish law arising from the Standard or any international law implementing the Standard (to include the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information or the EU Council Directive 2014/107/EU (amending Council Directive 2011/16/EU)) so as to ensure compliance or deemed compliance (as the case may be) with the Standard and the CRS therein from 1 January 2016.

The Company is obliged under Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to that section to collect certain information about each Shareholder’s tax arrangements.

In certain circumstances the Company may be legally obliged to share this information and other financial information with respect to a Shareholder’s interests in the Company with the Irish Revenue Commissioners. In turn, and to the extent the account has been identified as a Reportable Account,

the Irish Revenue Commissioners will exchange this information with the country of residence of the Reportable Person(s) in respect of that Reportable Account.

In particular, the following information will be reported by the Company to the Irish Revenue Commissioners in respect of each Reportable Account maintained by the Company;

- The name, address, jurisdiction of residence, tax identification number and date and place of birth (in the case of an individual) of each Reportable Person that is an Account Holder of the account and, in the case of any Entity that is an Account Holder and that, after application of the due diligence procedures consistent with CRS is identified as having one or more Controlling Persons that is a Reportable Person, the name, address, jurisdiction of residence and tax identification number of the Entity and the name, address, jurisdiction of residence, TIN and date and place of birth of each such Reportable Person.
- The account number (or functional equivalent in the absence of an account number);
- The account balance or value as of the end of the relevant calendar year or other appropriate reporting period or, if the account was closed during such year or period, the date of closure of the account;
- The total gross amount paid or credited to the Account Holder with respect to the account during the calendar year or other appropriate reporting period with respect to which the Reporting Financial Institution is the obligor or debtor, including the aggregate amount of any redemption payments made to the Account Holder during the calendar year or other appropriate reporting period;
- The currency in which each amount is denominated.

Please note that in certain limited circumstances it may not be necessary to report the tax identification number and date of birth of a Reportable Person.

In addition to the above, the Irish Revenue Commissioners and Irish Data Protection Commissioner have confirmed that Irish Financial Institutions (such as the Company) may adopt the “wider approach” for CRS. This allows the Company to collect data relating to the country of residence and the tax identification number from all non-Irish resident Shareholders. The Company can send this data to the Irish Revenue Commissioners who will determine whether the country of origin is a Participating Jurisdiction for CRS purposes and, if so, exchange data with them. Revenue will delete any data for non-Participating Jurisdictions.

The Irish Revenue Commissioners and the Irish Data Protection Commissioner have confirmed that this wider approach can be undertaken for a set 2-3 year period pending the resolution of the final CRS list of Participating Jurisdictions.

Shareholders can obtain more information on the Company's tax reporting obligations on the website of the Irish Revenue Commissioners (which is available at <http://www.revenue.ie/en/business/aeoi/index.html>) or the following link in the case of CRS only: <http://www.oecd.org/tax/automatic-exchange/>. All capitalised terms above, unless otherwise defined in this paragraph, shall have the same meaning as they have in the Standard and EU Council Directive 2014/107/EU (as applicable).

United Kingdom Taxation

The following summary, which should be read as a whole, is intended to offer general guidance on the United Kingdom tax treatment of the Company and of an investment in the Company or any Fund to persons who are resident and domiciled in and only in the United Kingdom for tax purposes and who hold their Shares legally and beneficially as an investment. It does not address all possible United Kingdom tax consequences relating to an investment in the Company or any Fund or to particular categories of investor (such as dealers in securities and insurance companies), save where expressly mentioned below, some of which may be subject to specific United Kingdom tax rules. It is based on current law and generally published HM Revenue & Customs ("HMRC") practice, each of which is subject to change, possibly with retroactive effect. The summary is believed to be correct as at 15 September 2016.

The tax treatment of a particular investor in the Company or Fund will depend on the individual circumstances of such investor and may be subject to change. Potential investors should seek appropriate independent professional advice on the tax consequences for them of making, holding and disposing of and receiving distributions or other payments in respect of an investment in the Company or any Fund under the laws of the jurisdictions in which they are liable to taxation including the UK, to the extent that they are in any doubt about the tax consequences for them of acquiring, holding and disposing of Shares. None of the Company, the Investment Manager, the Administrator, the Depositary or the Distributor or any of their officers, directors, members, employees, advisers or agents can take any responsibility in this regard. Levels and bases of taxation in relevant jurisdictions are subject to change.

The Company

On the basis that the central management and control of the Company is not undertaken in the United Kingdom and provided that the Company does not carry on a trade in the United Kingdom through a permanent establishment situated therein, the Company and the Funds should not be liable to United Kingdom corporation tax on its income or capital gains.

If the Company or any Fund should invest in the United Kingdom, any UK source income may be received subject to the deduction of withholding tax at source.

The Shareholders

Each Class of Shares of each Fund of the Company should be treated as an "offshore fund" for the purposes of the Taxation (International and Other Provisions) Act 2010. Under this legislation, any gain arising on the sale, disposal or redemption of an interest in an offshore fund (including by the exchange of Shares in one Fund for Shares in a different Fund) 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 an offshore fund is accepted by HMRC as a "reporting fund" throughout the period during which interests in the Fund have been held. Each Class of Share of each Fund has been accepted by HMRC as a reporting fund.

Each Class of Share of each Fund will continue to be a reporting fund whilst it meets all of the qualifying conditions, unless notice is given to HMRC that it intends to leave the regime or HMRC excludes it from participation. A reporting fund must report to each UK tax resident investor such

investor's share of the income of the offshore fund each year. This will be taxable in the hands of such investor as income (and, subject to what is said below regarding offshore funds that invest more than 60% of their assets in debt and debt-like investments), as a dividend), regardless of whether or not it is distributed to the investor.

Under the rules for the taxation of corporate debt contained in the Corporation Tax Act 2009, Shareholders who are subject to UK corporation tax and who invest in an offshore fund which itself invests more than 60% of its value in, broadly, debt or debt-like investments must treat their investment in that offshore fund as a "loan relationship" subject to tax on the basis of fair value accounts.

Accordingly, for UK corporation tax purposes, such Shareholders must bring into account debits and credits in relation to this "loan relationship" in accordance with the rules on loan relationships which will result in such Shareholders being taxed on an annual basis by reference to the "fair value" of their interest in the offshore fund at the end of each accounting period. The time at which the Shareholder holds the Shares does not have to be at the same time as the Class of Shares in the Fund satisfies the 60% test, provided that the test is satisfied at some time during the Shareholder's accounting period.

In addition, where an offshore fund (such as a Class of Share of a Fund) invests more than 60% of its value in debt or debt-like investments, distributions by that offshore fund are treated as interest rather than dividends for UK income tax purposes.

Subject to the above, the disposal of Shares (including by the exchange of Shares in one Fund for Shares in another Fund) should be subject to capital gains tax or corporation tax on chargeable gains. Individuals may have their gains reduced by annual exemptions, and companies subject to UK corporation tax may have their gains reduced by indexation allowance. Where Shares are denominated in a currency other than sterling, any gain is calculated by reference to the sterling equivalent of the purchase price and the disposal price using the appropriate exchange rates at the time of purchase and disposal. The tax position for Shareholders who are not holding Shares as an investment (for example, any Shareholders that act as dealers) will be subject to different rules.

Subject to their personal circumstances, and subject to the above in relation to Classes of Shares of Funds which have more than 60% of their value in debt or debt-like investments, Shareholders resident in the United Kingdom for taxation purposes will be liable to United Kingdom income tax or corporation tax in respect of dividends or other distributions of income by the Company, as a distribution from a non-UK Company. Except in the case of a corporate shareholder controlling directly or indirectly not less than 10 per cent of the voting power of the Company, no credit will be available against a Shareholder's United Kingdom taxation liability in respect of income distributions of the Company for any taxes suffered or paid by the Company on its own income.

With effect from 6 April 2016, tax credits (equal to one ninth of the distribution) which had previously been available to certain Shareholders subject to income tax on distributions received (or treated as received) will no longer be available.

Shareholders subject to corporation tax will be exempt from corporation tax on distributions from the

Company provided that the conditions for exemption contained in Part 9A of the Corporation Tax Act 2009 are met. To the extent that they are not, such Shareholders will be subject to corporation tax on any distribution made (or treated as made) by the Company.

The attention of individuals resident in the United Kingdom for taxation purposes is drawn to Chapter 2 of Part 13 of the Income Tax Act 2007 (the “transfer of assets abroad” rules), which may render them liable to income tax in respect of the undistributed income or profits of the Company.

The attention of companies resident in the United Kingdom for taxation purposes is drawn to the fact that the “controlled foreign companies” provisions contained in Part 9A of the Taxation (International and Other Provisions) Act 2010 could apply if any United Kingdom resident company is, either alone or together with certain other persons associated with it for taxation purposes, deemed to be interested in 25 per cent. or more of any chargeable profits of the Company arising in an accounting period, if at the same time the Company is controlled by persons (whether companies, individuals or others) who are resident in the United Kingdom for taxation purposes and certain other criteria are met. The effect of these provisions could be to render such a Shareholder liable to UK corporation tax in respect of income of the Company. The “chargeable profits” of the Company do not include any of its capital gains or distributions received by the Company that would be exempt from corporation tax were the Company resident for tax purposes in the United Kingdom.

The attention of persons resident in the United Kingdom for taxation purposes (and who, if individuals, are also domiciled in the United Kingdom for those purposes) is drawn to the provisions of section 13 of Taxation of Chargeable Gains Act 1992 (“section 13”). Section 13 could be material to any such person who has an interest in the Company as a “participator” for United Kingdom taxation purposes (which term includes a Shareholder) at a time when any gain arises to the Company (such as on a disposal of any of its investments) which constitutes a chargeable gain for those purposes if, at the same time, the Company is itself controlled in such a manner and by a sufficiently small number of persons 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 (taking into account that two or more persons who are associated with each other for taxation purposes constitute a single person for the purpose of determining the total number of persons by which the Company is controlled). The provisions of section 13 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 to that person’s proportionate interest in the Company as a “participator”. No liability under section 13 could be incurred by such a person, however, in respect of a chargeable gain accruing to the Company if the aggregate proportion of that gain that could be attributed under section 13 both to that person and to any persons “connected” with him for United Kingdom taxation purposes does not exceed one-quarter of the gain. It should be noted that the double tax treaty between the UK and Ireland may apply in certain circumstances to prevent section 13 applying to certain gains arising to the Company.

The attention of Shareholders within the charge to UK corporation tax is drawn to Part 15 of the Corporation Tax Act 2010 and the attention of Shareholders within the charge to income tax is drawn to Chapter 1 of Part 13 of the Income Tax Act 2007, which can operate to counteract “income tax advantages” obtained by Shareholders from transactions in securities in certain circumstances.

Please refer to the paragraph under the heading “European Union – Taxation of Savings Income Directive” above for information on the repeal of the EU Directive on the Taxation of Savings Income (2003/48/EC) and the introduction of the Common Reporting Standards.

6. GENERAL INFORMATION

Incorporation, Registered Office and Share Capital

- (a) The Company was incorporated in Ireland on 15 November, 2011 as an investment company with variable capital with limited liability under registration number 506061.
- (b) The registered office of the Company is as stated in the Directory at the front of the Prospectus.
- (c) Clause 3.00 of the Memorandum of Association of the Company provides that the Company's sole object is the collective investment in either or both transferable securities and other liquid financial assets referred to in the UCITS Regulations of capital raised from the public and the Company operates on the principle of risk spreading.
- (d) The authorised share capital of the Company is 300,000 redeemable non-participating shares of no par value and 500,000,000,000 participating Shares of no par value. Non-participating shares do not entitle the holders thereof to any dividend and on a winding up entitle the holders thereof to receive the consideration paid therefor 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.

Variation of Share Rights and Pre-Emption Rights

- (a) The rights attaching to the Shares issued in any Class or Fund may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the Shareholders of three-quarters of the issued Shares of that Class or Fund, or with the sanction of an ordinary resolution passed at a general meeting of the Shareholders of that Class or Fund.
- (b) A resolution in writing signed by all the Shareholders and holders of non-participating shares for the time being entitled to attend and vote on such resolution at a general meeting of the 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 in the Company.

Voting Rights

The following rules relating to voting rights apply:-

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

- (b) Every Shareholder or holder of non-participating shares present in person or by proxy who votes on a show of hands shall be entitled to one vote.
- (c) At a general meeting of the Company a poll may be demanded by (a) the chairman or (b) at least three Members present in person or by proxy or (c) any Member or Members present in person or by proxy and representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting; or (d) a Member or Members holding shares of the Company conferring the right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right.
- (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) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- (f) Any person (whether a Shareholder or not) may be appointed to act as a proxy; a Shareholder may appoint more than one proxy to attend on the same occasion.
- (g) Any instrument appointing a proxy must be deposited at the registered office, not less than 48 hours before the meeting or at such other place or by such other means 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.
- (h) 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 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 Articles of Association.

Meetings

- (a) The Directors may convene extraordinary general meetings of the Company at any time. The Directors shall convene an annual general meeting each calendar year and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year.

- (b) Not less than twenty one clear days' notice of every annual general meeting and any meeting convened for the passing of a special resolution must be given to the Members and in the case of any other general meeting, such notice as required pursuant to the Act.
- (c) Two Members present either in person or by proxy shall be a quorum for a general meeting provided that the quorum for a general meeting convened to consider any alteration to the Class rights of Shares shall be two Shareholders holding or representing by proxy at least one third of the issued Shares of the relevant Fund or Class. If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of or by Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same time, day and place in the next week or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum and in the case of a meeting of a Fund or Class convened to consider the variation of rights of Shareholders in such Fund or Class the quorum shall be one Shareholder holding Shares of the Fund or Class in question or his proxy. All general meetings will be held in Ireland.
- (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 except that where a resolution varying the rights of Shareholders in such Fund or Class is tabled at such a meeting (a) the necessary quorum at any such meeting, other than an adjourned meeting, shall be two Shareholders holding or representing by proxy at least one-third in nominal value of the issued Shares of the Fund or Class in question and at an adjourned meeting one Shareholder holding Shares of the Fund or Class in question or his or her proxy; and (b) any holder of Shares of the Fund or Class in question present in person or by proxy may demand a poll.

Reports and Accounts

The Company will prepare an annual report and audited accounts as of 31 March in each calendar year and a half-yearly report and unaudited accounts as of 30 September in each year. The audited annual report and accounts will be published within four months of the Company's financial year end and its semi-annual report will be published within 2 months of the end of the half year period and in each case will be offered to subscribers before conclusion of a contract and supplied to Shareholders free of charge on request and will be available to the public at the office of the Administrator.

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 transmitted 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.

Transfer of Shares

- (a) Transfers of Shares may be effected in writing in any usual or common form, signed by or on behalf of the transferor and every transfer shall state the full name and address of the transferor and transferee.
- (b) The Directors may from time to time specify a fee for the registration of instruments of transfer provided that the maximum fee may not exceed 3% of the Net Asset Value of the Shares on the Dealing Day immediately preceding the date of the transfer.

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

- (i) in consequence of such transfer the transferor or the transferee would hold a number of Shares less than the Minimum Holding or the transferee would hold less than the Minimum Initial Subscription;
- (ii) all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer;
- (iii) the instrument of transfer is not deposited at the registered office of the Company or such other place as the Directors may reasonably require, accompanied by the certificate for the Shares to which it relates, such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, such relevant information and declarations as the Directors may reasonably require from the transferee including, without limitation, information and declarations of the type which may be requested from an applicant for Shares in the Company and such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer; or
- (iv) they are aware or reasonably believe the transfer would result in the beneficial ownership of such Shares by a person in contravention of any restrictions on ownership imposed by the Directors or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the Company or the relevant Fund or the Shareholders as a whole.

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

Directors

The following is a summary of the principal provisions in the Articles of Association 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 but may be appointed only in accordance with Central Bank's Requirements.
- (c) The Articles of Association contain no provisions requiring Directors to retire on attaining a particular age or to retire on rotation.
- (d) A Director may vote and be counted in the quorum at a meeting to consider the appointment or the fixing or variation of the terms of appointment of any Director to any office or employment with the 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 of the Company 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.

- (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 a quorum in respect of any proposal concerning any other company in which he is interested directly or indirectly, whether as an officer or shareholder or otherwise, provided that he is not the holder of or beneficially entitled to 5 per cent or more of the issued shares of any class of such company or of the voting rights available to members of such company. 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 part and in respect of purchase of directors' and officers' liability insurance.
- (i) The office of a Director shall be vacated in any of the following events namely:-
- (a) if he resigns his office by notice in writing signed by him and left at the registered office of the Company;
 - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) if he becomes of unsound mind;
 - (d) if he is absent from meetings of the Directors for six successive months without leave expressed by a resolution of the Directors and the Directors resolve that his office be vacated;
 - (e) if he ceases to be a Director by virtue of, or becomes prohibited or restricted from being a Director by reason of, an order made under the provisions of any law or enactment;
 - (f) if he is requested by a majority of the other Directors (not being less than two in number) to vacate office; or
 - (g) if he is removed from office by ordinary resolution of the Company.

Directors' Interests

- (a) None of the Directors has or has had any direct interest in the promotion of the Company or in any transaction effected by the Company which is unusual in its nature or conditions or is significant to the business of the Company up to the date of this Prospectus or in any contracts or arrangements of the Company subsisting at the date hereof other than:
- Robin Sellers is a director and employee of Ocean Dial Asset Management Limited, the Investment Manager to the Company.

- Mr. Doorgakant is a director and employee of Apex Funds Services (Mauritius) Limited, which is an associate company to the Administrator.
- (b) No present Director or any connected person has any interests beneficial or non-beneficial in the share capital of the Company.

Winding Up

- (a) The Company may be wound up if:
- (i) At any time after the first anniversary of the incorporation of the Company, the Net Asset Value of the Company falls below USD 1 million on each Dealing Day for a period of six consecutive weeks and the Shareholders of the Company resolve by ordinary resolution to wind up the Company;
 - (ii) Within a period of ninety days 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; no new Depositary has been appointed, the Directors shall instruct the 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. Notwithstanding anything set out above, the Depositary's appointment shall only terminate on revocation of the Company's authorisation by the Central Bank or on the appointment of a successor depositary;
 - (iii) The Shareholders of the Company resolve by ordinary resolution that the Company by reason of its liabilities cannot continue its business and that it be wound up;
 - (iv) The Shareholders of the Company resolve by special resolution to wind up the Company or Fund.
- (b) In the event of a winding up, the liquidator shall firstly apply the assets of each Fund in such manner and order as he thinks fit in satisfaction of creditors' claims.
- (c) The liquidator shall apply the assets of each Fund in satisfaction of liabilities incurred on behalf of or attributable to such Fund and shall not apply the assets of any Fund in satisfaction of any liabilities incurred on behalf of or attributable to any other Fund.
- (d) The assets available for distribution among the Shareholders shall be applied in the following priority:-
- (i) firstly, in the payment to the Shareholders of each Class or Fund of a sum in the Base Currency (or in any other currency selected and at such rate of exchange as determined

by the liquidator) as nearly as possible equal to the Net Asset Value of the Shares of the relevant Class or Fund held by such Shareholders respectively as at the date of commencement of winding up;

- (ii) secondly, in the payment to the holders of non-participating shares of sums up to the consideration paid in respect thereof provided that if there are insufficient assets to enable such payment in full to be made, no recourse shall be had to the assets comprised within any of the Funds;
 - (iii) thirdly, in the payment to the Shareholders of each Class or Fund of any balance then remaining in the relevant Fund, in proportion to the number of Shares held in the relevant Class or Fund; and
 - (iv) fourthly, any balance then remaining and not attributable to any Fund or Class shall be apportioned between the Funds and Classes pro-rata to the Net Asset Value of each Fund or Class immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders pro-rata to the number of Shares in that Fund or Class held by them.
- (e) The liquidator may, with the authority of an ordinary resolution of the 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 of the Company 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.
- (f) Notwithstanding any other provision contained in the Memorandum and Articles of Association of the Company, 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 Memorandum and Articles of Association of the Company.

Indemnities and Insurance

Subject to the Act, the Directors (including alternates), 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(except such if any, which by virtue of any enactment or rule of law would otherwise attach to them in respect of negligence, fraud default, breach of duty or breach of trust of which they may be guilty. The Company acting through the Directors is empowered under the Articles of Association 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.

Material Contracts

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

(a) *Investment Management and Distribution Agreement*

Pursuant to the Investment Management and Distribution Agreement between the Company and Ocean Dial Asset Management Limited, Ocean Dial Asset Management Limited has been appointed the Investment Manager to the Company and its wholly owned subsidiaries. The Investment Manager will be entitled to receive investment management fees as described in each Supplement. Pursuant to this agreement, Ocean Dial Asset Management Limited is also appointed as Distributor of the Company.

All activities engaged in by the Investment Manager shall at all times be subject to the supervision, direction and control of and review by the Directors and any specific or general direction given by the Directors shall override the general authorization given to the Investment Manager under the Investment Management and Distribution Agreement.

The Investment Manager shall be authorized to deal on behalf of the Company with the Depositary on an ongoing basis. The Investment Manager shall however be liable, and shall indemnify the Company for any loss suffered by the Company as a result of the Investment Manager failing to act in accordance with the relevant procedures set out in the Depositary Agreement between the Depositary and the Company or for failing to ensure compliance with such procedures by its employees.

The Investment Manager may, at its own expense and with the prior written consent of the Company, as appropriate, employ and pay an agent or delegate (including an associate) to perform or concur in performing any of the services required to be performed under the Investment Management and Distribution Agreement and may act or rely upon the opinion or advice or any information obtained from any investment adviser, broker, lawyer, valuer, surveyor, auctioneer or other expert whether reporting to the Company or not.

The Company shall indemnify and hold harmless the Investment Manager against all claims by third parties and any and all losses, liabilities, actions, proceedings, claims, costs, demands, damages and expenses (including legal fees) which may be made against the Investment Manager as a consequence of the performance of its duties under the Investment Management and Distribution Agreement except to the extent that the claim is due to the negligence, fraud or wilful default of or by the Investment Manager or to a breach of any law, regulation or any terms of the Investment Management and Distribution Agreement by the Investment Manager.

The Investment Management and Distribution Agreement may be terminated by either the Investment Manager or the Company by giving three calendar months written notice to the other party. The Investment Management and Distribution Agreement may be terminated by either party with immediate effect from the time at which such notice is given in certain circumstances including a resolution being passed for the liquidation of the other party, the other party entering into an arrangement with its creditors, or, in the case of the Company, the Investment Manager ceasing to be regulated by the Financial Conduct Authority in the United Kingdom.

(b) *Administration Agreement*

Pursuant to the Administration Agreement the Administrator will provide certain administrative, registrar, transfer agency and company secretary services to the Company subject to the overall supervision of the Company.

The Administrator will be entitled to receive fees as described in "Fees and Expenses – Administrator and Depositary Fees".

The Administration Agreement between the Administrator and the Company shall continue in force until terminated by either party on 90 days' notice in writing to the other party or may be terminated by either party immediately in the event that the other party is unable to pay its debts as they fall due or otherwise become insolvent or enter into any composition or arrangement with or for the benefit of its creditors or any class thereof; becomes the subject of any petition for the appointment of an examiner or similar officer to it; has a receiver appointed over all or any substantial part of its undertaking, assets or revenues or those of any Fund, becomes the subject of an effective resolution for its winding up except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party or be the subject of a court order for its winding up. The Administration Agreement may also be terminated by either party if the other party is in material breach of its obligations under the Administration Agreement and fails to remedy the breach within thirty days of being requested to do so or in the event that any authority of either party to the Agreement by the Central Bank is revoked.

The Administration Agreement provides that in the absence of negligence, bad faith, wilful default, fraud, recklessness or a material breach of the Administration Agreement on its part, the Administrator will not be liable for any loss arising out of or in connection with the performance of its obligations and duties under the Administration Agreement. The Company, out of the assets of the relevant Fund, shall indemnify the Administrator against any liabilities, damages, costs, claims or expenses suffered or incurred by the Administrator by reason of its

performance of its obligations and duties, save in the case of the Administrator's negligence, wilful default, fraud, bad faith, recklessness or material breach of the Administration Agreement.

(c) *Depositary Agreement*

Pursuant to the Depositary Agreement, the Depositary will be liable to the Company and to the Shareholders for the loss by the Depositary or a duly appointed third party of any assets that are financial instruments required to be held in custody in accordance with paragraph 4(a) of Regulation 34 of the UCITS Regulations (the "Custody Assets") unless it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. In the event of such a loss (and in the absence of proof of the loss being caused by such an external event), the Depositary is required to return Custody Assets of an identical type to those lost or the corresponding amount to the Company without undue delay. The Depositary Agreement provides that the Depositary will be liable to the Company and to the Shareholders in respect of all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations as set out in the Depositary Agreement and the UCITS Regulations. In the event of a loss by the Depositary of assets which are not Custody Assets, the Depositary will only be liable to the extent the loss has occurred due to the negligent or intentional failure to properly fulfil its obligations as set out in the Depositary Agreement and the UCITS Regulations. The Company out of the assets of the relevant Fund, shall indemnify and hold harmless the Depositary and each of its directors, officers, servants, employees and agents against all actions, proceedings, claims, demands, losses, damages, costs and expenses (including legal and professional fees and expenses) which may be brought against, suffered or incurred by the Depositary other than as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations as set out in the Depositary Agreement and UCITS Regulations.

The Depositary Agreement also provides that the appointment of the Depositary will continue unless and until terminated by the Company or the Depositary giving to the other party not less than 90 days' written notice although in certain circumstances the Depositary Agreement may be terminated immediately by the Company or the Depositary provided that the appointment of the Depositary shall continue in force until a replacement Depositary approved in advance by the Central Bank has been appointed and provided further that if within a period of 90 days' from the date on which the Depositary notifies the Company of its desire to retire or from the date on which the Company notifies the Depositary of its intention to remove the Depositary, no replacement Depositary shall have been appointed, the Company shall convene an extraordinary general meeting of the Shareholders of the Company at which there shall be proposed an ordinary resolution to wind up the Company.

Documents Available for Inspection

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

- (a) The Memorandum and Articles of Association of the Company (copies may be obtained free of charge from the Administrator).
- (b) The Act, the CBI UCITS Regulations and the UCITS Regulations.
- (c) Once published, the latest annual and half yearly reports of the Company (copies of which may be obtained from the Administrator free of charge).

Copies of the Prospectus and Key Investor Information Document may also be obtained by Shareholders from the Administrator.

Appendix I
Permitted Investments and Investment Restrictions

1	Permitted Investments
	Investments of a UCITS are confined to:
1.1	Transferable securities and money market instruments, which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
1.2	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
1.3	Money market instruments, 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 UCITS may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.
2.2	<p>Recently Issued Transferable Securities</p> <ol style="list-style-type: none"> 1. Subject to paragraph (2) a responsible person shall not invest any more than 10% of assets of a UCITS in securities of the type to which Regulation 68(1)(d) of the UCITS Regulations apply. 2. Paragraph (1) does not apply to an investment by a responsible person in US Securities known as “ Rule 144 A securities” provided that; <ul style="list-style-type: none"> • the relevant securities have been issued with an undertaking to register the securities with the SEC within 1 year of issue; and • the securities are not illiquid securities i.e. they may be realised by the UCITS within 7 days at the price, or approximately at the price, which they are valued by the UCITS.
2.3	A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
2.4	The limit of 10% (in 2.3) may, with prior approval of the Central Bank, be 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. Subject to the prior approval of the Central Bank, if a UCITS invests more than 5% of its net

assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the UCITS.

2.5 The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.

2.6 The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.

2.7 Deposits with any single credit institution other than a credit institution specified in Regulation 7 of the Central Bank UCITS Regulations held as ancillary liquidity shall not exceed:

- (a) 10% of the NAV of the UCITS; or
- (b) where the deposit is made with the Depository 20% of the net assets of the UCITS.

2.8 The risk exposure of a UCITS 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 or a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

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

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

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

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

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

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

OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, European Investment Bank, European Bank for Reconstruction

	<p>and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Government of Singapore, Straight A Funding LLC, Government of Brazil (provided the relevant issues are investment grade) and Government of India (provided the relevant issues are investment grade).</p> <p>The UCITS must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of net assets.</p>
3	Investment in Collective Investment Schemes (“CIS”)
3.1	A UCITS may not invest more than 20% of net assets in any one CIS.
3.2	Investment in CIS that constitute AIFs may not, in aggregate, exceed 30% of net assets.
3.3	The CIS are prohibited from investing more than 10 per cent of net assets in other open-ended CIS.
3.4	When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the UCITS investment in the units of such other CIS.
3.5	Where 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 UCITS (including a rebated commission) , the responsible person shall ensure that the relevant commission is paid into the property of the UCITS.
4	Index Tracking UCITS
4.1	A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the CBI 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, ICAV or management company acting in connection with all of the

- CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- 5.2** A UCITS may acquire no more than:
- (i) 10% of the non-voting shares of any single issuing body;
 - (ii) 10% of the debt securities of any single issuing body;
 - (iii) 25% of the units of any single CIS;
 - (iv) 10% of the money market instruments of any single issuing body.
- NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.
- 5.3** 5.1 and 5.2 shall not be applicable to:
- (i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
 - (ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;
 - (iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;
 - (iv) shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below are observed.
 - (v) Shares held by an investment company or investment companies or ICAV or ICAVs in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.
- 5.4** UCITS need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.
- 5.5** The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
- 5.6** If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its shareholders.
- 5.7** Neither an investment company, ICAV nor a management company or a trustee acting on

	<p>behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:</p> <ul style="list-style-type: none"> - transferable securities; - money market instruments¹; - units of investment funds; or - financial derivative instruments.
5.8	A UCITS may hold ancillary liquid assets.
6	Financial Derivative Instruments ('FDIs')
6.1	The UCITS 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 CBI UCITS Regulations/Guidance. (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 CBI UCITS Regulations.)
6.3	UCITS 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
7	Restrictions on Borrowing and Lending
(a)	A Fund may borrow up to 10% of its Net Asset Value provided such borrowing is on a temporary basis. A Fund may charge its assets as security for such borrowings.
(b)	A Fund may acquire foreign currency by means of a "back to back" loan agreement. Foreign currency obtained in this manner is not classified as borrowing for the purposes of the borrowing restrictions set out at (a) above provided that the offsetting deposit equals or exceeds the value of the foreign currency loan outstanding.

It is intended that the Company shall have the power (subject to the prior approval of the Central Bank and as disclosed in an updated Prospectus) to avail itself of any change in the investment and borrowing restrictions laid down in the UCITS Regulations which would permit investment by the Company in securities, derivative instruments or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations. Any material change in the investment and borrowing restrictions requires shareholder approval. Shareholders will be notified in advance of any non-material changes.

¹ Any short selling of money market instruments by a UCITS is prohibited.

Appendix II Recognised Exchanges

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

(i) any stock exchange which is:-

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

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

(ii) any of the following stock exchanges or markets:-

- | | | |
|---|---|------------------------------------|
| Argentina | - | Bolsa de Comercio de Buenos Aires |
| Argentina | - | Bolsa de Comercio de Cordoba |
| Argentina | - | Bolsa de Comercio de Rosario |
| Bahrain | - | Bahrain Stock Exchange |
| Botswana | - | Botswana Stock Exchange |
| Brazil | - | Bolsa de Valores do Rio de Janeiro |
| Brazil | - | Bolsa de Mercadorias e Futuros |
| Chile | - | Bolsa de Comercio de Santiago |
| Chile | - | Bolsa Electronica de Chile |
| China
(Peoples' Rep. of –
Shanghai) | - | Shanghai Stock Exchange |
| China
(Peoples' Rep. of –
Shenzhen) | - | Shenzhen Stock Exchange |

Colombia	-	Bolsa de Bogota
Colombia	-	Bolsa de Medellin
Colombia	-	Bolsa de Occidents
Croatia	-	Zagreb Stock Exchange
Egypt	-	Cairo and Alexandria Stock Exchange
Ghana	-	Ghana Stock Exchange
India	-	Ahmedabad Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Bhubaneshwar Stock Exchange
India	-	Bombay Stock Exchange
India	-	Calcutta Stock Exchange
India	-	Cochin Stock Exchange
India	-	Delhi Stock Exchange
India	-	Gauhati Stock Exchange
India	-	Inter-connected Stock Exchange
India	-	Jaipur Stock Exchange
India	-	Ludhiana Stock Exchange
India	-	Madhya Pradesh Stock Exchange
India	-	Madras Stock Exchange
India	-	MCX Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
India	-	OTC Exchange of India
India	-	Pune Stock Exchange
India	-	United Stock Exchange of India
India	-	Uttar Pradesh Stock Exchange
India	-	The Vadodara Stock Exchange
Indonesia	-	Indonesia Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Jordan	-	Amman Stock Exchange
Kenya	-	Nairobi Stock Exchange
Malaysia	-	Kuala Lumpur Stock Exchange
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Morocco	-	Societe de la Bourse des Valeurs de Casablanca
Nigeria	-	Nigerian Stock Exchange
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Singapore	-	Singapore Stock Exchange
South Africa	-	JSE Securities Exchange
South Korea	-	Korean Stock Exchange
	-	KOSDAQ Market

Taiwan		
(Republic of China)	-	Taiwan Stock Exchange Corporation
Thailand	-	Stock Exchange of Thailand
Tunisia	-	Bourse des Valeurs Mobilieres de Tunis
Turkey	-	Istanbul Stock Exchange
Ukraine	-	Ukrainian Stock Exchange
Vietnam	-	Ho Chi Minh City Securities Trading Center

(iii) any of the following markets:

MICEX;
RTS;

the market organised by the International Securities Market Association;

the market conducted by the "listed money market institutions", as described in the Financial Services Authority publication "The Investment Business Interim Prudential Sourcebook (which replaces the "Grey Paper") as amended from time to time;

AIM - the Alternative Investment Market in the UK regulated and operated by the London Stock Exchange;

JASDAQ in Japan;

NASDAQ in the United States;

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

The OTC market in the United States regulated by the Financial Industry Regulation Authority (also described as the OTC market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);

The French market for Titres de Créances Négotiables (OTC market in negotiable debt instruments);

The OTC market in Canadian Government Bonds, regulated by the Investment Industry Regulatory Organisation of Canada;

SESDAQ (the second tier of the Singapore Stock Exchange);

The market in Singapore corporate bonds settled through a recognized central depository system (such as Euroclear or the Central Depository (Pte) Limited ("CDP"). The market is

regulated by the Monetary Authority of Singapore.

- (iv) All stock exchanges listed in (i) and (ii) above on which permitted financial derivative instruments may be listed or traded and the following derivatives exchanges:

All derivatives exchanges in a Member State of the European Economic Area (European Union, Norway, Iceland, Liechtenstein);

in the United States of America, the

- American Stock Exchange;
- Chicago Stock Exchange;
- Chicago Board of Trade;
- Chicago Board Options Exchange;
- Chicago Mercantile Exchange;
- USFE (US Futures Exchange);
- New York Futures Exchange;
- New York Board of Trade;
- New York Mercantile Exchange;
- New York Stock Exchange;
- Pacific Exchange;
- Philadelphia Stock Exchange;

- SWX Swiss Exchange US;

in Canada, the

- Montreal Exchange;
- Toronto Stock Exchange;

in China, the Shanghai Futures Exchange;

in Hong Kong, the Hong Kong Futures Exchange;

in Japan, the

- Osaka Securities Exchange;
- Tokyo Financial Exchange;
- Tokyo Stock Exchange;

in Singapore, on the

- Singapore Exchange;
- Singapore Commodity Exchange;

In Switzerland, on the

- Swiss Options & Financial Futures Exchange;
- EUREX;

- the Taiwan Futures Exchange;

- Kuala Lumpur Options and Financial Futures Exchange;
- Jakarta Futures Exchange;
- Korea Futures Exchange;
- Osaka Mercantile Exchange;
- Tokyo International Financial Futures Exchange;
- Australian Stock Exchange;
- Sydney Futures Exchange;
- the Bolsa de Mercadorias & Futuros, Brazil;
- the Mexican Derivatives Exchange (MEXDER);
- the South African Futures Exchange.

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 derivatives contract utilised by a Fund, any organised exchange or market on which such contract is regularly traded.

Appendix III

Financial Derivative Instruments and Efficient Portfolio Management Techniques

Efficient Portfolio Management

Subject to disclosure in the relevant Supplement, a Fund may use certain techniques and instruments, such as financial derivative instruments and/or when issued/delayed delivery securities, for the purposes of efficient portfolio management where the objectives of such techniques and instruments are; (a) a reduction of risk (including currency exposure risk); (b) a reduction of cost (with no increase or minimal increase in risk); and (c) generation of additional capital or income for the Fund with a level of risk consistent with the risk profile of the Fund and the diversification requirements in accordance with the UCITS Regulations.

In relation to efficient portfolio management operations the Investment Manager will look to ensure that the techniques and instruments used are economically appropriate in that they will be realised in a cost-effective way. Such transactions may include foreign exchange transactions which alter the currency characteristics of transferable securities held by the Fund. Where specified in the relevant Supplement, such techniques and instruments may include but are not limited to futures, options, and when issued and/or delayed delivery securities which may be entered into by the Fund, subject to the conditions and limits set out in the CBI UCITS Regulations. Where specified in the relevant Supplement, a Fund may also purchase financial derivative instruments to gain exposure to currencies listed securities or indices.

Investment in Financial Derivative Instruments

Subject to disclosure in the relevant Supplement, a Fund may use financial derivative instruments for investment purposes and/or use financial derivative instruments traded on a Recognised Exchange to attempt to hedge or reduce the overall risk of its investments, enhance performance and/or to manage interest rate and exchange rate risk. A Fund's ability to invest in and use these instruments and strategies may be limited by market conditions, regulatory limits and tax considerations and these strategies may be used only in accordance with the investment objectives of the relevant Fund.

Unless otherwise disclosed in the relevant Supplement, the Company does not intend to enter into OTC FDI on behalf of a Fund.

The financial derivative instruments which the Company may invest in on behalf of each Fund, and the expected effect of investment in such financial derivative instruments on the risk profile of a Fund are set out in the relevant Supplement. In addition the attention of investors is drawn to the section of the Prospectus and the risks described under the headings "Derivatives and Techniques and Instruments Risk" and "Currency Risk" in the Risk Factors section of the Prospectus and, if applicable to a particular Fund, the relevant Supplement. Only derivative instruments which are provided for in the Company's or relevant Fund's risk management process, which has been approved by the Central Bank, may be used by a Fund.

When Issued/Delayed Delivery Securities

Where specified in the relevant Supplement, a Fund may purchase or sell securities on a when-issued or delayed-delivery basis for the purposes of efficient portfolio management. In this instance payment for and delivery of securities takes place in the future at a stated price in order to secure what is considered to be an advantageous price and yield to the Fund at the time of entering into the transaction. Securities are considered “delayed delivery” securities when traded in the secondary market, or “when-issued” securities if they are an initial issuance of securities. Delayed delivery securities (which will not begin to accrue interest until the settlement date) and when-issued securities will be recorded as assets of the Fund and will be subject to risks of market value fluctuations. The purchase price of delayed delivery and when-issued securities will be recorded as a liability of the Fund until the settlement date and when issued or delivered, as the case may be, such securities will be taken into account when calculating the limits set out in Appendix I under the heading Investment Restrictions.

Collateral Policy

Unless otherwise disclosed in the relevant Supplement, the Company does not intend to enter into repurchase agreements, reverse repurchase agreements, stock lending agreements and/or OTC FDI contracts on behalf of a Fund and therefore no collateral is required to be posted to the Company on behalf of a Fund.

Appendix IV
List of Sub-Custodial Agents Appointed by Société Générale S.A

The Depositary has appointed the following entities as sub-delegates in each of the markets set forth below.

Country	Currency	Securities	Sub-Custodian
ARGENTINA	ARS	ALL	BANCO SANTANDER RIO S.A.
AUSTRALIA	AUD	ALL	CITICORP NOMINEES PTY LTD
AUSTRIA	EUR	EQUITIES & Domestic Funds	UNICREDIT BANK AUSTRIA AG
		DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
BAHRAIN	BHD	ALL	HSBC BANK MIDDLE EAST
BELGIUM	EUR	EQUITIES & Domestic Funds	SOCIETE GENERALE NANTES
		DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
BOTSWANA	BWP	ALL	STANDARD CHARTERED BANK Mauritius
BRAZIL	BRL	ALL	SANTANDER SECURITIES SERVICES Brasil DTVM S.A.
BULGARIA	BGN	ALL	SOCIETE GENERALE EXPRESSBANK
CANADA	CAD	ALL	ROYAL BANK OF CANADA
CHILE	CLP	ALL	BANCO SANTANDER CHILE
CHINA/SHANGHAI	USD	EQUITIES	HSBC BANK CHINA COMPANY LTD
CHINA/SHENZHEN	HKD	EQUITIES	HSBC BANK CHINA COMPANY LD
CHINA STOCK CONNECT	CNY	EQUITIES	DEUTSCHE BANK AG
	USD	EQUITIES	DEUTSCHE BANK AG
COLOMBIA	COP	ALL	CORPBANCA INV TRUST COLOMBIA S.A
CROATIA	HRK	ALL	SOCIETE GENERALE-SPLITSKA BANKA DD
CYPRUS	EUR	ALL	BNP PARIBAS SECURITIES SERVICES, GREECE
CZECH REPUBLIC	CZK	ALL	KOMERCNI BANKA
DENMARK	DKK	EQUITIES & Domestic Funds	NORDEA BANK DANMARK A/S
	DKK	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
EGYPT	EGP	ALL	QATAR NATIONAL BANK ALAHLI S.A.E
ESTONIA	EUR	ALL	NORDEA BANK FINLAND PLC
EUROCLEAR	Multi-ccy	EUROBONDS, REG'S,GDR; INTL ISSUE & AT/ BE/ DK/ FI/ IE/; NO/ NL/ PT / SE/ CH/ UK BONDS	EUROCLEAR BANK SA/NV
		ITALIAN ISSUER	EUROCLEAR BANK SA/NV

		IRISH ISSUER	EUROCLEAR BANK SA/NV
FINLAND	EUR	EQUITIES	NORDEA BANK FINLAND PLC
	EUR	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
France	EUR	EQUITIES, CORP BONDS; TREASURIES & DOMESTIC FUNDS	SOCIETE GENERALE NANTES
GERMANY	EUR	GERMAN EQUITIES & DOMESTIC FUNDS	EUROCLEAR BANK SA/NV
	EUR	NON GERMAN EQUITIES traded in Germany	DEUTSCHE BANK FRANKFURT
	EUR	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
GHANA	GHS	ALL	STANDARD CHARTERED BANK MAURITIUS
GREECE	EUR	ALL	BNP PARIBAS SECURITIES SERVICES, GREECE
HONG KONG	HKD	ALL	DEUTSCHE BANK AG
	USD	ALL	DEUTSCHE BANK AG
HUNGARY	HUF	ALL	KBC SECURITIES N.V.
ICELAND	ISK	ALL	LANDSBANKINN HF
INDIA	INR	ALL	SBI Custodial Services Private Ltd
INDONESIA	IDR	ALL	STANDARD CHARTERED BANK BUILDING
IRELAND	Multi-ccy	EQUITIES & Domestic Funds	EUROCLEAR BANK SA/NV
		DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
ISRAEL	ILS	ALL	BANK HAPOALIM B.M.
ITALY	EUR	EQUITIES & Domestic Funds	SGSS SPA
	EUR	DOMESTIC BONDS	SGSS SPA
IVORY COAST	XOF	ALL	SOCIETE GENERALE DE BANQUES EN COTE D'IVOIRE
JAPAN	JPY	ALL	THE HONGKONG AND SHANGHAI BANKING CORP LTD
JORDAN	JOD	ALL	STANDARD CHARTERED BANK
KENYA	KES	ALL	STANDARD CHARTERED MAURITIUS
KUWAIT	KWD	ALL	HSBC BANK MIDDLE EAST
LATVIA	EUR	ALL	AS HANSABANKA
LITHUANIA	EUR	ALL	SEB VILNIAUS BANKAS AB
Luxembourg	Multi-ccy	DOMESTIC FUNDS	SOCIETE GENERALE BANK AND TRUST SA
		OFF-SHORE FUNDS	SOCIETE GENERALE BANK AND TRUST SA
		DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
MALAYSIA	MYR	ALL	HSBC BANK MALAYSIA BERHAD
MAURITIUS	MUR	ALL	HSBC BANK MAURITIUS
MEXICO	MXN	ALL	BANCO SANTANDER MEXICANO
MOROCCO	MAD	ALL	SOCIETE GENERALE MAROCAINE DE BANQUE

NETHERLANDS	EUR	EQUITIES & Domestic Funds	SOCIETE GENERALE NANTES
		DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
NEW ZEALAND	NZD	ALL	HONGKONG SHANGHAI BANKING CORP-AUCKLAND
NIGERIA	NGN	ALL	STANDARD CHARTERED BANK NIGERIA
NORWAY	NOK	EQUITIES & Domestic Funds	NORDEA BANK
	NOK	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
OMAN	OMR	ALL	HSBC BANK MIDDLE EAST
PERU	PEN	ALL	CITIBANK DEL PERU SA
PHILIPPINES	PHP	ALL	THE HONGKONG AND SHANGHAI BANKING CORP LTD
POLAND	PLN	ALL	SOCIETE GENERALE SPOLSKA
Portugal	EUR	EQUITIES & Domestic Funds	BANCO COMERCIAL PORTUGUES
	EUR	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
QATAR	QAR	ALL	HSBC BANK MIDDLE EAST LIMITED
ROMANIA	RON	ALL	BRD - GROUPE SOCIETE GENERALE SA
RUSSIA	RUB	ALL	ROSBANK OAO
	USD	ALL	ROSBANK OAO
SAUDI ARABIA	SAR	BONDS & MUTUAL FUNDS	THE SAUDI BRITISH BANK
SERBIA	RSD	ALL	SOCIETE GENERALE BANKA SRBIJA AD BEOGRAD
SINGAPORE	SGD	ALL	THE HONGKONG AND SHANGHAI BANKING CORP LTD
	USD	ALL	THE HONGKONG AND SHANGHAI BANKING CORP LTD
SLOVAKIA	EUR	ALL	CESKOSLOVENSKA OBCHODNI BANKA A.S
SLOVENIA	EUR	EQUITIES & Domestic Funds	SKB BANKA D.D.
		DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
SOUTH AFRICA	ZAR	ALL	SOCIETE GENERALE JOHANNESBURG
SOUTH KOREA	KRW	ALL	THE HONGKONG AND SHANGHAI BANKING CORP LTD
SPAIN	EUR	ALL	SOCIETE GENERALE MADRID
SWEDEN	SEK	EQUITIES & Domestic Funds	NORDEA BANK SWEDEN
	SEK	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
SWITZERLAND	Multi-ccy	EQUITIES & Domestic Funds	SOCIETE GENERALE PARIS ZURICH
	CHF	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
	EUR	DOMESTIC BONDS & GDR	EUROCLEAR BANK SA/NV
TAIWAN	TWD	ALL	THE HONGKONG AND SHANGHAI BANKING CORP LTD
THAILAND	THB	ALL	THE HONGKONG AND SHANGHAI BANKING CORP LTD

TUNISIA	TND	ALL	UNION INTERNATIONALE DE BANQUE
TURKEY	TRY	ALL	TURK EKONOMI BANKASI A.S.
U.A.E. ABU DHABI ADX / DFM /DFX Markets	AED	ALL	NATIONAL BANK OF ABU DHABI
	USD	ALL	NATIONAL BANK OF ABU DHABI
UKRAINE	EUR	ALL	BANK AUSTRIA CREDITANSTALT
UNITED KINGDOM	Multi-ccy	EQUITIES, DOMESTIC FUNDS & CORPORATE BONDS	EUROCLEAR BANK SA/NV
		GILTS	EUROCLEAR BANK SA/NV
UNITED STATES	USD	EQUITIES, CORPORATE BONDS & ADR	BROWN BROTHERS HARRIMAN
		GOVERNMENT BONDS	BROWN BROTHERS HARRIMAN
UNITED STATES	USD	LOW PRICED SECURITIES	BNP PARIBAS U.S.A - NEW YORK BRANCH
VIETNAM	VND	ALL	HSBC

SUPPLEMENT 1
DATED 23 January, 2017 to the Prospectus issued for
Ocean Dial Investment Funds plc

OCEAN DIAL GATEWAY TO INDIA FUND

This Supplement contains information relating specifically to Ocean Dial Gateway to India Fund (the “Fund”), a Sub-Fund of Ocean Dial Investment Funds plc (the “Company”), an open-ended umbrella fund with segregated liability between sub-funds authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations.

This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus for the Company dated 23 January, 2017 (the “Prospectus”).

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

Investors should read and consider the section of the Prospectus entitled “The Company; Risk Factors” before investing in the Fund.

The Fund may use financial derivative instruments for investment purposes and/or efficient portfolio management purposes. In relation to the leveraged effect of investment in financial derivative instruments, see the tenth paragraph under the heading “Financial Derivative Instruments” below.

An investment in the Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors. The Fund is suitable for investors who are prepared to accept a higher level of volatility.

The Fund may carry out its investment objective by investing substantially through any subsidiary established or acquired by the Directors of the Company in accordance with the requirements of the Central Bank.

Initially it is proposed to acquire Ocean Dial Gateway to India (Mauritius) Limited as a subsidiary of the Company details of which are set out below under the heading ‘Mauritian Subsidiary’.

1. Interpretation

The expressions below shall have the following meanings:

“Base Currency” means US Dollars.

“Business Day”	means any day (except Saturday or Sunday) on which the Bombay Stock Exchange, the National Stock Exchange of India Limited and banks are generally open for business in Dublin, Mauritius and Mumbai or such other day or days as may be determined by the Directors and notified to Shareholders.
“Dealing Day”	means each Business Day and/or such other day or days as may be determined by the Directors and notified to all Shareholders in advance provided that there shall be at least two Dealing Days per month which shall occur at regular intervals.
“Dealing Deadline”	means, with respect to each Dealing Day, 1.30 pm (Irish time) on the Business Day preceding the relevant Dealing Day or such other time for the relevant Dealing Day as the Directors may determine and notify Shareholders in advance provided always that the Dealing Deadline is no later than the Valuation Point.
“Initial Offer Period”	means the period determined by the Directors during which Shares in each unlaunched Class (being, Class E US\$, and Class F Euro) are offered for subscription at the Initial Offer Price which commenced at 9.00 a.m. (Dublin time) on 30 October, 2014 and will close at 5.00 p.m. (Dublin time) on 31 June, 2017.
“Initial Offer Price”	means US\$100, GBP 100 or EUR 100 depending on the designated currency of the relevant Class.
“Minimum Holding”	means US\$5,000 for all Classes or the equivalent in other currencies with the exception of Class D US\$ which shall be subject to a Minimum Holding of US\$ 7,500,000.
“Minimum Initial Subscription”	means US\$5,000 for all Classes or the equivalent in other currencies with the exception of Class D US\$ which shall be subject to a Minimum Initial Subscription of US\$10,000,000.
“Minimum Transaction Size”	means US\$1,000 for all Classes or the equivalent in other currencies.
“Valuation Point”	means 4.00 pm (Irish time) on the Business Day preceding the relevant Dealing Day.

All other defined terms used in this Supplement shall have the same meaning as in the Prospectus.

2. Investment Objective

The investment objective of the Fund is to provide a long term capital appreciation.

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

The Fund will measure its performance against the S&P BSE Dollex 30 Index (the "Index"). This Index tracks the S&P BSE Sensex 30 Index using a US Dollar rate fixed by the Reserve Bank of India at midday daily. The Index is a cap weighted index, and the index members have been selected on the basis of liquidity, depth, and floating stock adjustment depth and industry representation.

3. Investment Policy

Investment Policy

The Fund intends to achieve its investment objective by investing primarily in a diversified portfolio of equities and equity related securities of (i) large and mid-cap companies that have their registered office in India and are listed on Recognised Exchanges worldwide, (ii) large and mid-cap companies that exercise a preponderant part of their economic activity in India and are listed on Recognised Exchanges worldwide and/or (iii) large and mid-cap companies whose equity and equity related securities are listed, traded or dealt in on Indian stock exchanges listed in Appendix II of the Prospectus.

Subject to the UCITS Regulations and the terms and conditions of the Central Bank relating to the use of such instruments as more fully described in Appendix I and Appendix III to the Prospectus, the Fund (either directly or through investment in any subsidiary) may use derivative instruments as set out below for investment purposes and/or efficient portfolio management purposes. Derivatives may be traded on Recognised Exchanges worldwide.

In relation to the equity related securities in which the Fund may invest, these may include, but are not limited to, preference shares, convertible bonds, convertible preference shares, American Depositary Receipts and Global Depositary Receipts.

The Fund has no restrictions as to the proportion of assets allocated to companies in any particular economic sector.

Investment may either be made directly or through any subsidiary.

The Fund may also invest (either directly or through investment in any subsidiary) in aggregate up to 10% of its net assets in equities and equity related securities issued by the types of companies set out at (i), (ii) and (iii) above which are small cap and/or unlisted.

In addition, the Investment Manager may also invest in other areas of the Indian Sub-Continent (comprising the countries of India, Pakistan, Sri Lanka and Bangladesh) where appropriate to achieving the investment objective of the Fund, however it is intended that the investments held by the Fund (or if applicable by a subsidiary) will at all times be predominately in India. The investments

in other areas of the Indian sub-continent may be determined using a similar investment process to the main body of the portfolio in India whereby a bottom up stock picking approach identifying companies with sound management, strong balance sheet fundamentals and a management whose interests were (where possible) aligned with minority shareholders. The bottom up approach would be overlaid by a thorough appreciation of the macroeconomic and geo political risks. Investments in other areas of the Indian sub-continent would be limited to no more than 20% of the Net Asset Value at any time.

The Fund may also invest in government bonds which may be fixed rate and investment grade or below investment grade, as determined by Standard & Poor's Rating Group or Moody's Inc. No more than 20% of Net Asset Value of the Fund shall be invested in below investment grade securities. Investment in government bonds is not intended to be a primary part of the portfolio.

The Fund may also retain amounts in cash, cash equivalents and money market instruments (including, but not limited to, cash deposits, commercial paper and certificates of deposit) in the appropriate circumstances. Such circumstances may include but are not limited to where market conditions may require a defensive investment strategy, the holding of cash on deposit pending reinvestment, the holding of cash in order to meet redemptions and payment of expenses and/or in order to support derivative exposure.

The Investment Manager may (either directly or through investment in any subsidiary) also gain exposure to collective investment schemes established as money market funds. Any investment in such collective investment schemes shall not exceed in aggregate 10 per cent of the Net Asset Value of the Fund.

Investment Strategy

The strategy of the Investment Manager is based on security selection based upon fundamental research which identifies companies described above which are considered to be undervalued in relation to their historic price, industry competitors or the overall market or have prospects for above average earnings growth or are in sectors which it is believed will experience above average growth.

The Fund will manage the portfolio on an active basis and may have a high turnover rate. There is not necessarily a relationship between a high turnover rate and performance.

Borrowing Powers

The Fund may only borrow on a temporary basis and the aggregate amount of such borrowings may not exceed 10% of the Net Asset Value of such Fund. Subject to this limit, the Directors may exercise all borrowing powers on behalf of the Fund.

The Fund may acquire foreign currency by means of a back-to-back loan agreement. Foreign currency obtained in this manner is not classified as borrowing for the purposes of the borrowing restrictions set out at above provided that the offsetting deposit equals or exceeds the value of the foreign currency loan outstanding.

In accordance with the provisions of the UCITS Regulations, the Company may charge the assets of the Fund as security for its borrowings.

Financial Derivative Instruments

Subject to the UCITS Regulations and the terms and conditions of the Central Bank relating to the use of such instruments as more fully described in Appendix I and Appendix III to the Prospectus, the Fund (either directly or through investment in any subsidiary) may use the following derivative instruments for investment purposes and/or efficient portfolio management purposes. Derivatives will be traded on Recognised Exchanges worldwide.

Investors should be aware that when the Fund enters into financial derivative instrument contracts, operational costs and/or fees (such as financing fees and/or brokerage fees) shall be deducted from the revenue delivered to the Fund. One of the considerations taken into account by the Investment Manager when selecting brokers and counterparties to FDI transactions on behalf of the Fund is that any such costs and/or fees which are deducted from the revenue delivered to the Fund shall be at normal commercial rates and shall not include any hidden revenue. Such direct or indirect costs and fees will be paid to the relevant broker or counterparty to the FDI transaction, which, in the case of FDI used for currency hedging purposes, may include the Depositary or entities related to the Depositary. The identity of the entities to which such direct and indirect costs and fees are paid shall be disclosed in the annual financial statements of the Company. All revenues generated by the Fund through the use of financial derivative instruments, net of direct and indirect operational costs and fees, will be returned to the Fund.

Futures

The Fund may purchase various kinds of futures contracts, including single stock futures, currency futures and index futures which are traded on Recognised Exchanges worldwide as a means of providing a cost effective and efficient mechanism for taking positions in securities or in order to hedge against changes in securities prices or in order to hedge the currency exposure between the Base Currency and the currency of denomination of the underlying assets of the Fund. Any securities to which exposure is obtained through futures will be consistent with the investment policies of the Fund.

Options

The Fund may purchase call and put options on any security consistent with the investment policies of the Fund provided such options are traded on Recognised Exchanges Worldwide (i.e. index options and single stock options). Options may be used for hedging purposes in order to “lock in” gains and/or protect against future declines in value on the securities which the Fund holds or to provide an efficient, liquid and effective mechanism for taking position in securities. Currency options may also be used for hedging purposes.

The Fund may use financial derivative instruments described herein for both investment purposes and for the purposes of hedging. The leverage of the Fund as a result of the use of financial derivative instruments shall be calculated using the Commitment Approach and will not exceed 20% of the Net

Asset Value of the Fund.

The Fund is expected to have a high volatility profile due to the nature of its investments.

The Company will employ a risk management process which will enable it to accurately measure, monitor and manage the risks attached to financial derivative positions and details of this process have been provided to the Central Bank. The Company will not utilise financial derivatives which have not been included in the risk management process until such time as a revised risk management process has been submitted to and cleared in advance by the Central Bank. The Company will provide on request to Shareholders supplementary information relating to the risk management methods employed by the Company including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

The use of derivative instruments for the purposes outlined above may expose the Fund to the risks disclosed under the section of the Prospectus entitled “The Company; Risk Factors”.

Investment Advisor

The Investment Manager has appointed Ocean Dial Advisors Private Limited as an investment advisor to the Fund (“ODAPL”). This entity will provide investment analysis services and non-binding investment advice to the Investment Manager. Any fee payable to ODAPL shall be discharged by the Investment Manager.

ODAPL, which is based in Mumbai, India, has a team of analysts headed by an experienced fund manager, Sanjoy Bhattacharyya. Mr. Bhattacharyya has a career in the Indian Capital Markets that spans 25 years, initially as Head of Research at UBS Warburg Securities, before becoming CIO of HDFC Asser Management. Latterly he joined New Vernon Advisory as a Partner before setting up Fortuna Capital to manage the Aristos Fund and domestic equities for a local fund manager. He has an MBA from the Indian Institute of Management, Ahmedabad.

The Investment Manager has also appointed Fortuna Capital as an investment advisor to the Fund pursuant to an investment advisory agreement dated 31 March 2013. Fortuna Capital is a company based in Mumbai represented by an experienced fund manager in the long only listed equities field in India. Fortuna Capital will provide the Investment Manager with non-exclusive and non-binding advisory services in relation to investment opportunities in India. Any fee payable to Fortuna Capital shall be discharged by the Investment Manager.

Mauritian Subsidiary

Mauritian Subsidiary Structure

The Fund shall, in accordance with the requirements of the Central Bank, invest in Indian securities described above via Ocean Dial Gateway to India (Mauritius) Limited, which is a wholly owned subsidiary of the Company on account of the Fund, for efficient portfolio management purposes and due to locational advantage, time zone advantage and proximity to India (the “Mauritian Subsidiary”).

The Mauritian Subsidiary is registered with the Securities and Exchange Board of India (SEBI) as a foreign portfolio investor (“FPI”) with a Category II licence.

The Mauritian Subsidiary will pursue the same investment objective as the Fund and will be subject to the same investment policies, restrictions and guidelines of the Fund and the Company generally but subject at all times to any applicable law, regulations or guidelines applicable to the Mauritian Subsidiary. The Mauritian Subsidiary is and will continue but subject to the overall supervision of its board of directors, to be managed by the Investment Manager.

The registered address of the Mauritian Subsidiary is:

Ocean Dial Gateway to India (Mauritius) Limited
C/o Apex Fund Services (Mauritius) Ltd.
4th Floor, Raffles Tower
19 Cybercity
Ebene, Mauritius

The Mauritian Subsidiary holds a Category 1 Global Business Licence issued by the Mauritius Financial Services Commission (FSC) and is authorised to conduct business as an investment holding company.

Share Capital Structure

The share capital of the Mauritian Subsidiary comprises ordinary shares of no par value. These shares shall carry the right to vote and following the share for share exchange described above, can be repurchased at any time by the Mauritian Subsidiary.

Management and Administration

Directors

The Directors of the Company will form a majority of the board of the Mauritian Subsidiary and will maintain full control over the activities of the Mauritian Subsidiary. The board of the Mauritian Subsidiary shall at all times comprise of at least two Mauritius resident directors. Consequently given the board of the Mauritian Subsidiary comprises three directors, the Mauritian Subsidiary is controlled and managed from Mauritius.

Mauritius Administrator

Pursuant to an administration agreement entered into between Apex Fund Services (Mauritius) Ltd. (the “Mauritius Administrator”), the Company and the Mauritian Subsidiary dated 27 September, 2013, the Mauritius Administrator has been appointed to act as the administrator of the Mauritian Subsidiary. The Mauritius Administrator is a licensed management company based in Mauritius and regulated by the FSC. It specializes in the provision of fund administration services, accounting, registrar, corporate secretarial and advisory services amongst others.

The Administrator will be valuing the underlying assets of the Mauritian Subsidiary in compliance with the CBI UCITS Regulations.

The address of the Mauritius Administrator is 4th Floor, Raffles Tower, 19 Cybercity, Ebene, Mauritius.

Depository

Pursuant to a depository agreement between the Company, the Mauritian Subsidiary and the Depository dated 12 December, 2016 as may be amended from time to time, the Depository has been appointed to custody the assets of the Mauritian Subsidiary in accordance with the requirements of the Central Bank.

Investment Manager

Pursuant to an investment management (subsidiary) agreement dated 7 September 2012 between the Investment Manager, the Company and the Mauritian Subsidiary, the Investment Manager was appointed by the Company as investment manager to the Mauritian Subsidiary.

Auditor

Kemp Chatteris Deloitte has been appointed as the auditor of the Mauritian Subsidiary.

Ongoing Expenses

Ongoing expenses, including the fees of service providers, of Ocean Dial Gateway to India (Mauritius) Limited will be borne by Ocean Dial Gateway to India (Mauritius) Limited with the exception of the fees payable to the Investment Advisor which shall be discharged by the Investment Manager.

Base Currency

The base and reporting currency of Ocean Dial Gateway to India (Mauritius) Limited shall be USD.

Taxation

The taxation of income and capital gains of Ocean Dial Gateway to India (Mauritius) Limited and of the Fund is subject to the fiscal law and practice of India, Mauritius and Ireland. The following summary of certain relevant tax provisions is subject to change, and does not constitute legal or tax advice. Ocean Dial Gateway to India (Mauritius) Limited, the Company and the Fund and their advisers accept no responsibility for any loss suffered by a Shareholder as a result of current, or changes in, taxation law and practice.

Additionally, in view of the number of different jurisdictions where local laws may apply to Shareholders, this Supplement does not discuss the local tax consequences to potential investors arising from the acquisition, holding or disposition of any Class of Shares.

Shareholders should consult their own professional advisers on the relevant taxation considerations

applicable to the acquisition, holding and disposal of any Class of Shares and the receipt of distributions under the laws of the countries in which they are liable to taxation.

Mauritius

The Mauritian Subsidiary holds a Category 1 Global Business Licence for the purpose of the Financial Services Act, 2007, as amended from time to time, and will be liable to tax in Mauritius at the rate of 15% on its net income. However, it will be entitled to a foreign tax credit equivalent to the actual foreign tax suffered or deemed foreign tax credit of 80% of the Mauritian tax on its foreign source income, whichever is higher. The maximum effective tax rate is therefore 3%. Under the Income Tax Act, 1995 as it stands at the date of this Supplement, the Mauritian Subsidiary would not be subject to capital gains tax in Mauritius. There is no withholding tax in Mauritius on any distributions whether by way of dividend or redemption proceeds to a person who is not tax-resident in Mauritius.

The Mauritian Subsidiary has obtained a Mauritian Tax Residence Certificate (the "TRC") from the Mauritian authorities and such certification is expected to be determinative of its resident status for India-Mauritius Double Taxation Avoidance Agreement (the "DTAA") purposes. The TRC is renewable on an annual basis subject to the Mauritian Subsidiary complying with certain conditions. The TRC will help the Mauritian Subsidiary to evidence its tax residence in Mauritius for the purposes of the DTAA. On this basis, the Mauritian Subsidiary should be entitled to certain reliefs from Indian tax, subject to the terms of the DTAA, the current tax law in India and subject to the place of effective management and control of it being in Mauritius at all material times. Please refer to the risk factor headed "Reliance on India/Mauritius Double Tax Avoidance Agreement" in this Supplement.

India

Taxation of the Fund (being a shareholder of the Mauritian Subsidiary) in India

Income arising from the transfer of shares of a foreign company entered into outside of India between two non-residents should ordinarily not be taxable in India. Accordingly, where the securities in the Mauritian Subsidiary are transferred by the Fund and the consideration is received by the Fund outside of India, any capital gains should not be subject to tax in India. Additionally, any distributions made by the Mauritian Subsidiary to the Fund should not attract any tax in India.

The Finance Act, 2012 (the "FA 2012") has amended the Income-tax Act, 1961 (the "ITA") to provide, inter alia, that an asset or a capital asset being any share or interest in a company or entity registered or incorporated outside India shall be deemed to be situated in India if the share or interest derives, directly or indirectly, its value substantially from the assets located in India.

It is now clarified in the Finance Act 2015 (the "FA 2015") that shares or interests of a foreign entity will be deemed to derive their value substantially from the assets located in India, if on the specified date, value of Indian assets:

- exceeds the amount of INR 100 million;
- represents at least 50% of the value of all the assets owned by the company; and the transferor of foreign assets (at any time in twelve months preceding the transfer) holds

management or control, or voting power, or total share capital or total interest exceeding 5%.

Taxation of the Mauritian Subsidiary in India

The Indian tax implications for the income earned by the Mauritian Subsidiary from Indian portfolio companies are set out below. The Mauritian Subsidiary is expected to have income in the form of capital gains, dividends and interest.

- a. Dividends paid by an Indian company on which Dividend Distribution Tax (the “**DDT**”) has been paid, are exempt from tax in the hands of the Shareholders. Thus, any dividend distributed by the Indian portfolio companies will not be subject to tax in India, provided DDT at an effective rate of 20.358% (this comprises 15% tax plus a 12% surcharge on the amount of tax plus a 3% excess on the total of the tax and surcharge) has been paid on the amount of dividend, to be computed as prescribed in the ITA. However, dividend income received by a resident individual, Hindu-Undivided Family or partnership firm from a domestic company in excess of INR 1 million will be taxable at the rate of 10% on a gross basis.
- b. Interest income received on foreign currency convertible bonds will be taxed at a maximum rate of 10.815% (on the basis that income will exceed Rs 100 million. A Tax rate of 10.506 % will apply if income exceeds Rs 10 million, otherwise a tax rate of 10.3% will apply). Interest received from debt incurred in foreign currency will be taxed at a maximum rate of 21.63% (on the basis that income will exceed Rs 100 million. A tax rate of 21.012% will apply if income exceeds Rs 10 million; otherwise a tax rate of 20.6% will apply). Otherwise, the interest will be taxed at a maximum rate of 43.26% (on the basis that income will exceed Rs 100 million. A tax rate of 42.024% will apply if income exceeds Rs 10 million; otherwise a tax rate of 41.2% will apply). Effective from April 1, 2017, tax applicable on interest income under the DTAA will be reduced to 7.5% subject to compliance with anti-avoidance requirements under the DTAA and the ITA.

Interest income received by way of:

- (i) interest on infrastructure debt fund set up in accordance with the guidelines prescribed by the central government,
- (ii) income received by any unit holder being foreign company from business trust approved by Regulatory authorities in India by way of any income distributions,
- (iii) interest income received from specified Indian company in respect of long term monies borrowed in foreign currency from a source outside India by way of long term bonds or loans including infrastructure bonds before July 01, 2017 as approved by Central Government and

will be taxed at a maximum rate of 5.4075% (on the basis that income will exceed Rs 100 million. A Tax rate of 5.253% will apply if income exceeds Rs 10 million; otherwise a tax rate of 5.15% will apply).

Avoidance of tax

The ITA contains provisions for avoidance of tax which are as follows:

- Where the owner of any securities (owner) sells or transfers coupon bearing securities, and buys back or reacquires the securities, then, if the result of the transaction is that any interest becoming payable in respect of the securities is receivable otherwise than by the owner, the interest payable as aforesaid shall, whether it would or would not have been chargeable to income-tax apart from the provisions of this sub-section, be deemed to be the income of the owner and not to be the income of any other person.
- Where any person has had at any time during any tax year any beneficial interest in any securities, and the result of any transaction relating to such securities or the income thereof is that, in respect of such securities within such year, either no income is received by him or the income received by him is less than the sum to which the income would have amounted if the income from such securities had accrued from day to day and been apportioned accordingly, then the income from such securities for such year shall be deemed to be the income of such person.

However, the ITA provides that there shall be no avoidance of income-tax where the person proves to the satisfaction of the Revenue authorities that there has been no avoidance of income-tax or that the avoidance of income-tax was exceptional and not systematic and that there was not in his case in any of the three preceding years any avoidance of income-tax by a transaction of a similar nature.

Capital Gains

The treatment of capital gains for Indian tax purposes depends on whether or not the Company qualifies for a Limitation of Benefits ('LoB') clause in the DTAA and GAAR under the ITA, and the nature of the capital gains.

Where the DTAA applies, capital gains resulting from the sale of shares in India (whether listed or unlisted) including shares on conversion of foreign currency convertible bonds, sale of shares underlying Global Depository Receipts (GDRs) issued by Indian companies will be subject to tax in India under the DTAA for all investments made on or after April 1, 2017. On capital gains on other securities like debt or derivative securities, even after April 1, 2017 no tax in India should apply. However, if the Mauritian Subsidiary meets the tests prescribed under LoB clause in the DTAA, then from April 1, 2017 to March 31, 2019, only 50% of tax on capital gains will apply and thereafter full capital gains tax will apply. According to the LoB clause in the DTAA, a shell / conduit company in Mauritius will not be entitled to claim benefit of reduced tax rate during the period April 2017 to March 2019. A test where the total expenditure on operations in Mauritius should not be less than INR 2,700,000 in the immediately preceding 12 months for the entity has been provided to identify entities that are not shell or conduit.

Also, the purchase and sale of equity shares, units of equity oriented funds and the sale of derivatives on a recognized stock exchange in India and the sale of units of equity oriented funds to the Fund will be subject to a Securities Transaction Tax ("**STT**") as discussed below.

Gains realized from the sale of investments held by the Mauritian Subsidiary will be liable to tax based on:

- a) the duration for which the corresponding investment was held prior to sale; and

- b) the manner in which the sale is effected.

The tax treatment for the Mauritian Subsidiary is as follows:

- a. Under the provisions of the ITA, listed shares, notified zero coupon bonds (ZCBs), units of SEBI registered equity oriented mutual fund and other securities listed on a recognized stock exchange (including listed derivatives but excluding units of debt mutual fund), held as capital assets, are regarded as short-term capital assets if held for a period of 12 months or less. Other assets (including debt-oriented mutual funds) are regarded as short-term capital assets if held for a period of 36 months or less (this period is reduced to 24 months for unlisted equity shares of Indian companies). Capital assets held for a period of more than 12 / 24/ 36 months, as applicable, are treated as long-term capital assets.
- b. Gains earned by the Mauritian Subsidiary on transfer of short-term capital assets will be taxed as short-term capital gains at a maximum rate of 43.26% (on the basis that income will exceed Rs 100 million. A Tax rate of 42.024% will apply if income exceeds Rs 10 million; otherwise a tax rate of 41.2% will apply) to the Mauritian Subsidiary. If the Mauritian Subsidiary is registered as an FPI, these gains will be taxed at reduced tax rate of 30% plus applicable surcharge and excess.

Subject to meeting tests of LoB clause, these gains for period April 1, 2017 to March 31, 2019 will be taxed at 50% of applicable tax rate under the DTAA.

However, if short-term capital gain arises on the sale of equity shares or units of equity oriented funds on a recognized stock exchange in India or sale of units of equity oriented fund to the Fund, it shall be taxable at 16.2225% (on the basis that income will exceed Rs 100 million. A Tax rate of 15.759% will apply if income exceeds Rs 10 million, otherwise a tax rate of 15.45% will apply), provided Securities Transaction Tax (STT), as discussed below, has been paid on such a transfer.

Subject to meeting tests of LoB clause, these gains for period April 1, 2017 to March 31, 2019 will be taxed at 50% of applicable tax rate under the DTAA.

- c. Gains earned by the Mauritian Subsidiary on transfer of long-term capital assets, being unlisted securities, will be taxed as long-term capital gains at an effective rate of 10.815% (on the basis that income will exceed Rs 100 million. A tax rate of 10.506% will apply if income exceeds Rs 10 million; otherwise a tax rate of 10.3% will apply) if benefits of currency fluctuations and indexation, as specified in ITA, are not considered. Otherwise, these long term capital gains on unlisted securities and otherwise long-term capital gains on any other security will be taxed at a maximum rate of 21.63% (on the basis that income will exceed Rs 100 million. A tax rate of 21.012% will apply if income exceeds Rs 10 million; otherwise a tax rate of 20.6% will apply). If the entity is registered as FPI, these gains will be taxed at reduced tax rate of 10% plus applicable surcharge and excess.

Subject to meeting the tests of the LoB clause, these gains for the period April 1, 2017 to March 31, 2019 will be taxed at 50% of applicable tax rate under the DTAA.

- d. However, if the long-term capital gain arises on the sale of equity shares or units of equity oriented funds on a recognized stock exchange in India or the sale of units of an equity oriented fund to the Fund, it will be exempt from capital gains tax provided STT, as discussed below, has been paid on such transfer.

Taxation of other income

Any other income earned by the Mauritian Subsidiary on account of making an investment in India, except by way of dividends, interest and capital gains, will be taxable at maximum rate of 43.26% (on the basis that income will exceed Rs 100 million. A tax rate of 42.024% will apply if income exceeds Rs 10 million; otherwise a tax rate of 41.2% will apply)

Minimum Alternate Tax

Under the provisions of the ITA, where the tax liability of a company is less than 18% of its book profits (including long-term capital gains arising on the sale of equity shares or units of equity oriented funds on a recognized stock exchange in India or sale of units of equity oriented fund to the Fund, on which STT has been paid), the company is liable to pay Minimum Alternate Tax (MAT) at a maximum rate of 20.00775% (on the basis that income will exceed Rs 100 million. A tax rate of 19.4361% will apply if income exceeds Rs 10 million; otherwise tax rate of 19.055% will apply).

A new clause is inserted in FA 2015. According to Clause (iid) in explanation 1 to section 115JB of the ITA, MAT provisions will not be applicable to the income earned on capital gains arising on transactions in securities to overseas funds. This amendment is applicable from 01 April 2016.

Securities Transaction Tax

The Mauritian Subsidiary will be liable to pay STT on the purchase and sale of equity shares, units of equity-oriented funds and on the sale of derivatives where such a transaction is entered on a recognized stock exchange in India and on the sale of units of equity oriented fund to the Fund. STT is levied on the transaction value at the following rates:

- a. 0.10% on the purchase of equity shares in a company on a recognized stock exchange in India;
- b. 0.10% on the sale of equity shares in a company or units of equity oriented funds on a recognized stock exchange in India;
- c. 0.025% on the sale of equity shares in a company or units of equity oriented funds on a recognized stock exchange in India where the contract for sale is settled otherwise than by the actual delivery or transfer of shares or unit;
- d. 0.05% on the sale of an option in securities (where the option is not exercised);
- e. 0.017% on the sale of an option in securities (where the option is exercised);
- f. 0.125% on Purchase of an option in securities where the option is exercised (payable by the purchaser);
- g. 0.01% on sale of a futures on a recognized stock exchange in India
- h. 0.001% on the sale of units of equity oriented fund to the Fund.

STT is not allowable as a deduction in computation of capital gains.

Characterisation of income

There have been judicial pronouncements on whether gains from transactions in securities should be taxed as “business profits” or as “capital gains”. However, these pronouncements, while laying down certain guiding principles have largely been driven by the facts and circumstances of each case. Historically, private equity investors and FIIs/FPIs have ordinarily prepared their tax returns on the basis that sale proceeds from their investments in Indian securities are treated for tax purposes as giving rise to capital gains. There have been a few instances where funds have approached and received a confirmation from the Indian revenue authorities in the form of advance rulings that income from the sale of Indian securities, including exchange traded derivatives, is in the nature of business income. Advance rulings being private rulings are binding only in the case of the applicant. The tax laws have been recently clarified to state that gains by registered FPIs should be regarded as capital gains.

If gains realized on the sale of shares are taxed as “business profits” by tax authorities and the Mauritian Subsidiary is held to have a permanent establishment in India with such gains being attributable to the permanent establishment the gains will be taxable at a maximum rate of 43.26% (on basis that income will exceed Rs 100 million. A tax rate of 42.024% will apply if income exceeds Rs 10 million; otherwise a tax rate of 41.2% will apply). The amount of STT paid will be allowed as a deduction while computing business profits of the Mauritian Subsidiary.

General Anti-Avoidance Rule ('GAAR')

The Government of India in FA 2015 has deferred GAAR for two years. GAAR will apply to investments made on or after 01 April 2017, when implemented. The Government of India in FA 2016 has confirmed that GAAR provisions will be implemented from 01 April 2017.

If the main purpose (or one of the main purposes) of an arrangement (or any step or any part thereof) is to obtain a tax benefit, the arrangement can be declared to be an “impermissible avoidance arrangement. If the arrangement (or any step or part thereof) satisfies at least one of the following four specified tests:

- (i) it creates rights and obligations, which are not normally created between parties dealing at arm's length
- (ii) it results in misuse or abuse of the provisions of the tax law
- (iii) it lacks commercial substance
- (iv) it is carried out by means or in a manner which is normally not employed an authentic (bona fide).

Further, it has been explained that an arrangement shall be deemed to lack commercial substance if, inter alia,

- (i) the substance or effect of the arrangement as a whole is inconsistent with, or differs significantly from ,the form or its individual steps or a part thereof;
- (ii) it involves or includes round trip financing, an accommodating party, or elements that have the effect of offsetting or cancelling each other or a transaction which is conducted through one or more persons and disguises the value, location, source, ownership or control of funds that is the

- subject matter of such transaction; or
- (iii) it involves the location of an asset, a transaction or the place of residence of any party that would not have been so located for any substantial commercial purpose other than obtaining a tax benefit for a party; or
- (iv) It does not have a significant effect upon the business risks or net cash flows of any party to the arrangement apart from any effect attributable to the tax benefit that would be obtained.

Tax consequences of invoking GAAR

Once an arrangement is held to be an impermissible avoidance arrangement, then the consequences in relation to taxation of the arrangement, including denial of tax benefits or a benefit under a tax treaty, will be determined keeping in view the circumstances of the case.

Stamp Duty

The Shares of the Mauritian Subsidiary would not be liable to stamp duty in India. The shares of the Indian companies purchased by the Mauritian Subsidiary may be liable to applicable stamp duty in India (i.e. on the share certificates) if the same are not in dematerialized form. However, most of the equity shares of Indian companies can be traded on the stock exchanges only in dematerialized form, so this implication is minimal.

Prospective investors are urged to consult their own tax advisors with respect to their own tax situations and the tax consequences in respect of their investment in the Funds.

4. Offer

Shares in the Fund will be offered in the following Classes:

- Class A US\$
- Class B Euro
- Class C GBP
- Class D US\$
- Class E US\$
- Class F Euro
- Class G GBP

It is expected that the net proceeds of subscriptions into the Fund will be converted to Indian Rupee. The Fund does not intend to hedge against any fluctuations in the exchange rate of the Indian Rupee and as such the Fund (and therefore its Shareholders) will face exposure to any adverse movements in the exchange rate of the Indian Rupee.

Shares in Class A US\$, Class B Euro, Class C GBP, Class D US\$ and Class G GBP are available at the current Net Asset Value per Share. Shares in each of the other Classes will initially be offered for subscription during the Initial Offer Period at the Initial Offer Price and, subject to acceptance of applications for Shares by the Company, will be issued for the first time on the first Business Day after expiry of the Initial Offer Period.

The Initial Offer Period in respect of the unlaunched Classes may be shortened or extended by the Directors. The Central Bank will be notified in advance of any such shortening or extension if subscriptions for Shares have been received and otherwise on an annual basis. After the initial offer of Shares, Shares in the unlaunched Classes will be issued at the Net Asset Value per Share.

5. Dealing in Shares

Investors may subscribe for Shares, may make redemption requests and may make conversion requests in accordance with the provisions set out in the Prospectus provided in each case that the Minimum Holding, Minimum Initial Subscription and Minimum Transaction Size applicable to the relevant Class is complied with.

The Directors reserve the right to differentiate between Shareholders as to and waive or reduce the Minimum Initial Subscription, Minimum Holding and Minimum Transaction Size. Any change to the Minimum Holding or Minimum Transaction Size will be disclosed to Shareholders.

6. Suspension of Dealing

Shares may not be issued, redeemed or converted during any period when the calculation of the Net Asset Value of the Fund is suspended in the manner described in the Prospectus under the heading "Suspension of Valuation of Assets". Applicants for Shares and Shareholders requesting redemption and/or conversion of Shares will be notified of such suspension and, unless withdrawn, applications for Shares will be considered and requests for redemption and/or conversion will be processed as at the next Dealing Day following the ending of such suspension.

7. Fees and Expenses

The Fund shall bear its attributable portion of the fees and operating expenses of the Company. The fees and operating expenses of the Company are set out in detail under the heading "Fees and Expenses" in the Prospectus.

Fees and expenses of Class A US\$, Class B Euro, Class C GBP, Class E US\$, Class F Euro and Class G GBP

Investment Management and Distribution Fees

The Investment Manager shall be entitled to a maximum annual investment management and distribution fee equal to a percentage of the Net Asset Value of Class A US\$, Class B Euro, Class C GBP, Class E US\$, Class F Euro or Class G GBP as appropriate as of the last Business Day of each calendar month as outlined in the table below. Such fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears.

Class of Shares	Investment Management and Distributor Fee
Class A US\$	1.25%

Class B Euro	1.25%
Class C GBP	1.25%
Class E US\$	0.95%
Class F Euro	0.95%
Class G GBP	0.95%

Performance Fees Applicable to Class E US\$, Class F Euro and Class G GBP

In addition to the above fees, the Company will pay the Investment Manager a performance fee (the "Performance Fee") in relation to Class E US\$ Shares, Class F Euro Shares and Class G GBP Shares in respect of each calendar quarter (the "Performance Period").

In the case of the first Performance Period, the Performance Period will commence on the last Business Day of the Initial Offer Period and will end on the last Business Day of the calendar quarter in which such Business Day occurred. In the case of subsequent Performance Periods, it will commence on the first Business Day after the previous Performance Period and will end on the last Business Day of the calendar quarter in which such Business Day occurred. The last Performance Period in relation to Class E US\$, Class F Euro and Class G GBP will end on the earlier of the date of termination of Investment Management Agreement and the date of the termination of that Class of Shares.

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

For each of Class E US\$, Class F Euro and Class G GBP a Performance Fee will be payable in respect of a Performance Period if the performance per Share of the relevant Class exceeds the Benchmark, such performance, expressed as a percentage, being the percentage outperformance per Share of that Class of Shares (the "Net Percentage Outperformance").

The relevant benchmark for the purpose of the Performance Fee calculation shall be the S&P BSE Dollex 30 Index (the "Benchmark"). The Benchmark tracks the S&P BSE Sensex 30 Index using a US Dollar rate fixed by the Reserve Bank of India at midday daily. The Benchmark is a cap weighted index, and the index members have been selected on the basis of liquidity, depth, and floating stock adjustment depth and industry representation.

The Performance Fee payable in respect of Class E US\$, Class F Euro and Class G GBP will be the relevant Net Asset Value of the relevant Class on the last Business Day of the relevant Performance Period multiplied by the Net Percentage Outperformance per Share multiplied by 20%. The total Performance Fee per Share payable in respect of each Performance Period will be an amount in US Dollars equal to the Performance Fee as calculated divided by the number of Shares in issue in the relevant Class at the relevant Valuation Point.

The performance per Share of the relevant Class of Shares, in respect of the Performance Period is the difference, expressed as a percentage, between the Net Asset Value per Share on the last Business Day of the preceding Performance Period and the Net Asset Value per Share on the last Business Day of the current Performance Period calculated in US Dollars], (the "Class Performance").

The performance of the Benchmark in respect of the Performance Period is the difference between the level of the Benchmark on the last Business Day of the preceding Performance Period, and the level of the Benchmark on the last Business Day of the current Performance Period, expressed as a percentage (the “Index Performance”).

In the case of the first Performance Period, (i) the Index Performance shall be the difference between the level of the performance of the Benchmark on the first Business Day of the Initial Offer Period and the last Business Day of that Performance Period, expressed as a percentage and (ii) the Class Performance shall be the difference between the initial offer price of the Class and the Net Asset Value per Share on the last Business Day of that Performance Period, expressed as a percentage.

The Net Percentage Outperformance in respect of Performance Periods where the Class Performance is greater than Index Performance is the difference between Index Performance and Class Performance, expressed as a percentage

If the performance per Share of the relevant Class of Shares for a Performance Period is less than the Benchmark for the relevant Performance Period, such under performance, expressed as a percentage (the “Net Percentage Underperformance”) will be carried forward. No Performance Fee will be payable with respect to the relevant Class of Shares in any Performance Period unless the Class Performance measured against the Index Performance has recovered any accumulated Net Percentage Underperformance for previous Performance Periods.

In the Performance Period in which any accumulated Net Percentage Underperformance is recovered, only that part of the Net Percentage Outperformance for such period as exceeds the accumulated Net Percentage Underperformance carried forward is taken into account for the purposes of calculating the Performance Fee payable for the period.

For the purposes of calculating the Performance Fee, the current Net Asset Value per Share shall be determined prior to the accrual of any Performance Fee applicable to such Shares, but after the deduction of all other Fund expenses, (including the Investment Manager’s investment management fee, if any), and will have any relevant distributions attributable to the Class added back into the Net Asset Value.

The Performance Fee with respect to Class E US\$, Class F Euro and Class G GBP Shares accrues at each Valuation Point and is payable quarterly (by reference to the relevant Performance Period) in arrears within 10 days of the end of that Performance Period out of the assets of the Fund attributable to the relevant Shares.

However, if a Shareholder redeems Shares of a Class during a the Performance Period on a Dealing Day in respect of which there is an accrued Performance Fee the accrued Performance Fee attributable to the Shares being redeemed will be crystallised and payable to the Investment Manager.

The Performance Fee will be payable in situations where the Net Asset Value per Share declines over the Performance Period, provided that there has been a Net Percentage Outperformance of the Benchmark over the Performance Period.

The Investment Manager may choose in its absolute discretion not to charge a Performance Fee in respect of a particular Performance Period.

In the event that the Company is liquidated, or the Fund or the Investment Management Agreement is terminated prior to the end of a Performance Period, the Performance Fee will be computed as though the effective date of the liquidation of the Company or termination of the Fund or the Investment Management Agreement, as appropriate, was the end of a Performance Period.

Net realised and unrealised capital gains and net realised and unrealised capital losses will be included in the Performance Fee calculation as at the end of the relevant Performance Period. As a result a Performance Fee may be paid on unrealised gains which may subsequently never be realised.

The Directors of the Company reserve the right to terminate Class E US\$, Class F Euro and Class G GBP on giving not less than four weeks' notice and not more than twelve weeks' notice expiring on a Dealing Day to Shareholders in accordance with the section of the Prospectus entitled "Total Redemption of Shares".

All fees payable to the Investment Manager will be paid in the designated currency of the relevant Class. The Fund shall bear the cost of any Irish value added tax applicable to any amount payable to the Investment Manager.

Administrator and Depositary Fees

In the case of Class A US\$, Class B Euro, Class C GBP, Class E US\$, Class F Euro or Class G GBP, the Company shall pay to the Administrator out of the assets of the Fund attributable to such Classes an annual fee, accrued at each Valuation Point and payable monthly in arrears at a rate which will not exceed 0.07% per annum of the Net Asset Value of the Fund before Performance Fee accrual, attributable to such Classes, subject to a minimum annual fee of \$60,000 (plus VAT, if any, thereon). The Administrator shall also be entitled to fees for the preparation of financial statements and provision of company secretary and money laundering reporting officer services. The Company shall also pay the Administrator a fixed fee for transfer agency services of \$500 per month plus a transaction fee of \$10 per trade executed up to 150 trades per month and a transaction fee of \$5 per trade for each trade executed in excess of 150 trades per month.

In the case of Class A US\$, Class B Euro, Class C GBP, Class E US\$, Class F Euro or Class G GBP the Depositary shall be entitled to receive out of the assets of the Fund attributable to such Classes an annual trustee fee accrued at each Valuation Point and payable monthly in arrears at a rate which shall not exceed 0.015% per annum of the Net Asset Value of the Fund attributable to such Classes subject to a minimum monthly trustee fee of \$1,000 (plus VAT, if any, thereon) in respect of the Fund. The Depositary shall also be entitled to a yearly fixed fee of €1,500 to cover cash monitoring obligations.

The Depositary shall also be entitled to be repaid out of the assets of the Fund for all of its reasonable disbursements incurred on behalf of the Fund, including the safe-keeping fees and expenses of any sub-custodian (which shall be at normal commercial rates) and transaction charges (which shall also

be at normal commercial rates) levied by the Depository or any-custodian and any applicable taxes it incurs on behalf of the Fund. Such custody fees shall accrue and be payable monthly in arrears.

Fees and Expenses of Class D US\$

With the exception of the performance fee applicable to Class D US\$ as detailed below, the fees and operating expenses which may be charged to Class D US\$ Shares shall be in aggregate fixed at 1.15% of the Net Asset Value of that Class.

Such fees and operating expenses which are included in this fixed fee shall include (i) Administrator's fees and expenses, (ii) Depository's fees and expenses and (iii) the Investment Manager's investment management fee and expenses, together with all other operational expenses as disclosed in the section of the Prospectus entitled "Operating Fees and Expenses".

The Investment Manager will either absorb or receive any difference between the actual fees and expenses as described above incurred by this Class and this fixed fee. Fees payable to the Depository, Administrator and if applicable to the Investment Manager shall be accrued at each Valuation Point and shall be payable monthly in arrears.

Performance Fee

In addition to the above fees, the Company will pay the Investment Manager a performance fee (the "Performance Fee") in relation to Class D US\$ Shares in respect of each 12 month period (the "Performance Period"). In the case of the first Performance Period, the Performance Period will commence on the last Business Day of the Initial Offer Period and will end on the last Business Day of the 12 month period in which such Business Day occurred. In the case of subsequent Performance Periods, it will commence on the first Business Day after the previous Performance Period and will end on the last Business Day of the 12 month period in which such Business Day occurred. The last Performance Period in relation to Class D US\$ Shares will end on the earlier of the date of termination of Investment Management Agreement and the date of the termination of the relevant Class of Shares.

The calculation of the Performance Fee shall be verified by the Depository.

For Class D US\$ Shares a Performance Fee will be payable in respect of a Performance Period if the performance per Share of the Class D US\$ Shares exceeds the Benchmark, such performance, expressed as a percentage, being the percentage outperformance per Share of Class D US\$ Shares (the "Net Percentage Outperformance").

The relevant benchmark for the purpose of the Performance Fee calculation shall be the S&P BSE Dollex 30 Index (the "Benchmark"). The Benchmark tracks the S&P BSE Sensex 30 Index using a US Dollar rate fixed by the Reserve Bank of India at midday daily. The Benchmark is a cap weighted index, and the index members have been selected on the basis of liquidity, depth, and floating stock adjustment depth and industry representation.

The Performance Fee payable in respect of Class D US\$ Shares will be the relevant Net Asset Value

of Class D US\$ Shares on the last Business Day of the relevant Performance Period multiplied by the Net Percentage Outperformance per Share multiplied by 15%. The total Performance Fee per Share payable in respect of each Performance Period will be an amount in US Dollars equal to the Performance Fee as calculated divided by the number of Class D US\$ Shares in issue at the relevant Valuation Point.

The performance per Share of the Class D US\$ Shares, in respect of the Performance Period is the difference, expressed as a percentage, between the Net Asset Value per Share on the last Business Day of the preceding Performance Period and the Net Asset Value per Share on the last Business Day of the current Performance Period calculated in US Dollars, (the "Class D Performance").

The performance of the Benchmark in respect of the Performance Period is the difference between the level of the Benchmark on the last Business Day of the preceding Performance Period, and the level of the Benchmark on the last Business Day of the current Performance Period, expressed as a percentage (the "Index Performance").

In the case of the first Performance Period, (i) the Index Performance shall be the difference between the level of the performance of the Benchmark on the first Business Day of the Initial Offer Period and the last Business Day of that Performance Period, expressed as a percentage and (ii) the Class D Performance shall be the difference between the initial offer price of the Class and the Net Asset Value per Share of the relevant Class on the last Business Day of that Performance Period, expressed as a percentage.

The Net Percentage Outperformance in respect of Performance Periods where Class D Performance is greater than Index Performance is the difference between Index Performance and Class D Performance, expressed as a percentage

If the performance per Share of the Class D US\$ Shares for a Performance Period is less than the Benchmark for the relevant Performance Period, such under performance, expressed as a percentage (the "Net Percentage Underperformance") will be carried forward. No Performance Fee will be payable with respect to Class D US\$ Shares in any Performance Period unless the Class D Performance measured against the Index Performance has recovered any accumulated Net Percentage Underperformance for previous Performance Periods.

In the Performance Period in which any accumulated Net Percentage Underperformance is recovered, only that part of the Net Percentage Outperformance for such period as exceeds the accumulated Net Percentage Underperformance carried forward is taken into account for the purposes of calculating the Performance Fee payable for the period.

For the purposes of calculating the Performance Fee, the current Net Asset Value per Share shall be determined prior to the accrual of any Performance Fee applicable to such Shares, but after the deduction of all other Fund expenses, (including the Investment Manager's investment management fee, if any), and will have any relevant distributions attributable to the relevant Class added back into the Net Asset Value.

The Performance Fee with respect to Class D US\$ Shares accrues at each Valuation Point and is

payable annually (by reference to the relevant Performance Period) in arrears within 10 days of the end of that Performance Period out of the assets of the Fund attributable to the relevant Shares.

However, if a Shareholder redeems Shares of a Class during a Performance Period on a Dealing Day in respect of which there is an accrued Performance Fee, the accrued Performance Fee attributable to the Shares being redeemed will be crystallised and payable to the Investment Manager.

The Performance Fee will be payable in situations where the Net Asset Value per Share declines over the Performance Period, provided that there has been a Net Percentage Outperformance of the Benchmark over the Performance Period.

The Investment Manager may choose in its absolute discretion not to charge a Performance Fee in respect of a particular Performance Period.

In the event that the Company is liquidated, or the Fund or the Investment Management Agreement is terminated prior to the end of a Performance Period, the Performance Fee will be computed as though the effective date of the liquidation of the Company or termination of the Fund or the Investment Management Agreement, as appropriate, was the end of a Performance Period.

Net realised and unrealised capital gains and net realised and unrealised capital losses will be included in the Performance Fee calculation as at the end of the relevant Performance Period. As a result a Performance Fee may be paid on unrealised gains which may subsequently never be realised.

The Directors of the Company reserve the right to terminate Class D US\$ on giving not less than four weeks' notice and not more than twelve weeks' notice expiring on a Dealing Day to Shareholders in accordance with the section of the Prospectus entitled "Total Redemption of Shares".

All fees payable to the Investment Manager will be paid in the designated currency of the relevant Class. The Fund shall bear the cost of any Irish value added tax applicable to any amount payable to the Investment Manager.

Sales Commission

It is not current intention of the Directors to charge sales commission, If at any stage in the future it is proposed to charge sales commission, reasonable notice shall be given to Shareholders.

Redemption Fee

A redemption fee not exceeding 3% of the Net Asset Value of Shares being redeemed may be imposed at the discretion of the Directors on the redemption of Shares for the benefit of the Fund. The Directors may differentiate between Shareholders of the Fund by waiving or reducing the redemption fee chargeable to certain Shareholders.

Conversion Fee

It is not the current intention of the Directors to charge a conversion fee. If at any stage in the future it is proposed to charge a conversion fee, reasonable notice shall be given to Shareholders.

8. Dividends and Distributions

Dividends (if any) will normally be declared by the Fund on the next Business Day following 31 March in each year and will be paid to Shareholders appearing on the register of Shares of the relevant Class at the close of business on that date on or before 30 April in that year.

Payments of dividends to Shareholders will be made in the currency of denomination of the Class by telegraphic transfer to an account designated by the Shareholders in the Application Form. In the event that Shares are held in joint names, dividends may be sent to the first named Shareholder appearing on the register.

Dividends shall be paid out of the net income received by the Company in respect of the relevant Class (i.e. income less accrued expenses) (whether in the form of dividends, interest or otherwise) during the Accounting Period, subject to certain adjustments.

Shareholders may elect for dividends to be reinvested by the Investment Manager in payment for additional Shares of the same Class in the Fund. Such election may be made by completing the appropriate section of the Application Form.

The Directors may at any time determine to change the policy of the Fund with respect to distribution. If the Directors so determine full details of any such change will be disclosed in an updated prospectus or supplement and all shareholders will be notified in advance of such change becoming effective.

It is intended that the Company will apply annually to HM Revenue and Customs for approval of Class A, Class B, Class C, Class D, Class E, Class F and Class G of the Fund as “reporting funds”. The Directors intend to take all practicable steps, consistent with applicable laws, regulatory requirements and investment objectives and policies of the Fund to facilitate such approval.

Further details are set out under the headings “The Company-Dividend Policy” and “Taxation-UK Taxation” in the Prospectus.

9. Profile of a Typical Investor

It is anticipated that the typical investor in the Fund will be a sophisticated investor with a medium to long investment time horizon who understands, and is able to tolerate, the risks associated with investment in the emerging markets. The typical investor is likely to be either a professional investor or be professionally advised on investment matters. The Fund is expected to have a high volatility.

10. Risk Factors

Potential investors should be aware of the following risks which are associated with investing in the

Fund:

Indian Stock Market

The Indian stockmarkets are undergoing a period of growth and change, which may lead to greater volatility and difficulties in the settlement, and recording of transactions and in interpreting and applying the relevant regulations, in comparison to the developed countries. There can be no assurance that the Fund's objectives will be realised or that there will be any return of capital. The following considerations should be carefully evaluated before making an investment in the Fund.

The Indian stock market has previously experienced substantial fluctuations in the prices of listed securities and no assurance can be given that such volatility will not occur in the future.

Shareholders should consider the following factors before making an investment decision:

- (a) Allegations of fraudulent transactions have led to a number of crises on the Indian stock exchanges leading to a loss of confidence and temporary closure;
- (b) the Indian stock exchanges have been subject to broker defaults, failed trades and settlement delays; which has at certain times lead to closure of the stock exchanges and there can be no certainty that this will not recur;
- (c) The Indian stock exchanges are less liquid and experience greater volatility than more established markets and
- (d) A disproportionately large percentage of market capitalization and trading value in the Indian stock exchanges is represented by a relatively small number of issues. Thus, when seeking to sell shares on Indian stock exchanges, little or no market may exist for the securities and settlement of transactions may be subject to delay and administrative uncertainties.

The above factors could negatively affect the Net Asset Value of the Fund, the ability to redeem the Indian securities and the price at which the Indian securities may be redeemed.

Additionally the market regulator, SEBI can impose restrictions on trading in certain securities, limitations on price movements and margin requirements. From July 2013 onwards, the securities market regulator has been further empowered to carry out various enforcement activities like attaching properties to realize penalties, search and seize information, access special courts for speedy trials, etc. which can significantly affect the related companies. Consequently, an investment in Indian securities should be deemed highly volatile and should be made only by sophisticated persons who are able to bear the risk of complete loss of an investment.

Shareholders should be aware of the risks associated with the Fund's investment policy and are advised to consult with their professional advisors, such as lawyers, financial advisers or accountants, when determining whether an investment in the Fund is/are suitable for them.

Currency Risk

Shareholders will pay subscriptions to the Fund in the designated currency of the Class in which investment is proposed. Where investment is made in a Class which is denominated in a currency other than the Base Currency, the Administrator will perform a currency conversion at prevailing exchange rates and the value of the Share expressed in the designated currency of the relevant Class will be subject to exchange rate risk in relation to the Base Currency of the Fund.

In addition, it is expected that, other than for funds required to meet expenses and funds that are to be distributed, which will be held in US Dollars, the funds of the Fund will then be converted to Indian Rupees. The Fund will not normally engage in any currency hedging. Accordingly, to the extent that the Fund makes Indian Rupee (or other non-US Dollar) denominated investments and the Indian Rupee depreciates against the US Dollar, the value of the Shares of the Fund may depreciate for such Shareholders. Such Shareholders will incur a risk of currency devaluation from the time their funds are brought into India until the Indian Rupee is repatriated to the concerned Shareholder in US Dollars following an investment's realisation of the concerned Shareholders Shares. The Indian rupee has witnessed sharp volatility in the recent past. In the future, the Indian Rupee may experience volatility and may further depreciate. Since many of the investments of the Fund are expected to be in Indian Rupees, the Company is subject to the risk that depreciation of the Indian Rupee vis-à-vis the US Dollar may effectively reduce the return of the Fund to the Shareholders. Any and all such risk would be passed on to the concerned Shareholders.

The repatriation of capital, dividends, interest and other income may be hampered by changes in Indian regulations concerning exchange controls, tax or political circumstances. In the recent past, the Indian Government has tightened regulatory norms allowing remittance of foreign currency from India, and further limitations on repatriation of foreign currency earnings from India may be imposed in the future. Any amendments to Indian regulations and monetary policy may impact adversely on the Fund's performance and any returns to the Shareholders.

Indian Political and Economic Risks

The Government of India has traditionally exercised, and continues to exercise, a significant influence over many aspects of the economy. Since 1991, successive Indian governments have pursued policies of economic liberalization and financial sector reforms. The current Government has announced its general intention to continue India's current economic and financial sector liberalization and deregulation policies. However there can be no assurance that such policies will be continued and a significant change in the government's policies in the future could affect business and economic conditions in India and could also adversely affect our business, prospects, financial condition and results of operations. Any political instability in India may adversely affect the Indian securities markets in general, which could also adversely affect the trading price of the Indian securities.

Political, economic, and social factors, changes in Indian law or regulations and the status of India's relations with other countries may adversely affect the value of the Fund's assets. In addition, the Indian economy may differ favourably or unfavourably from other economies in several respects, including the rate of growth of GDP, the rate of inflation, currency fluctuation, resource self-sufficiency and balance of payments position. The Fund does not intend to obtain political risk insurance. The

Indian Government has traditionally exercised and continues to exercise a significant influence over many aspects of the Indian economy. Further actions or changes in policy (including taxation) of the Indian Central Government or the respective Indian State Governments could have a significant effect on the Indian economy, which could adversely affect private sector companies, market conditions and prices and yields of the Fund's investments.

Certain developments, beyond the control of the Fund, such as the possibility of nationalisation, expropriations, or confiscatory taxation, political changes, government regulation, social instability, diplomatic disputes, or other similar developments could adversely affect the Fund's assets. Thus, there can be no assurance that the government policies will continue and any significant change in the Indian government's future policies could affect general business and economic conditions in India and could also affect the Fund's business and investments. In addition, any political instability in India could adversely affect the Indian economy in general, which could also affect the value of the investments of the Fund. India has in the past experienced periods of political instability and, in some cases, civil unrest and clashes.

Severe monsoons or drought conditions could hurt India's agricultural production and dampen momentum in some sectors of the Indian economy, which could adversely affect the performance of the companies in whose securities the Fund invests. The liquidity of the assets and their value may be affected generally by changes in Indian government policy, interest rates and taxation, social and religious instability and political, economic or other developments in or affecting India.

Indian regulatory standards and disclosure standards may be less stringent than standards in developed countries, and there may therefore be less publicly available information about Indian companies than is regularly available about companies located in developed countries. Securities law and regulations in India are still evolving.

Further changes in the market, business, and economic conditions, including, for example, interest rates, foreign exchange rates, inflation rates, industry conditions, competition, technological developments, political and diplomatic events and trends, tax laws and numerous other factors, can affect substantially and adversely the performance of and the development to be undertaken by an Indian company in which the Fund may have invested. None of these conditions will be within the control of the Fund or Investment Manager.

Regulatory Risks

A significant change in India's economic liberalization and deregulation policies could disrupt business and economic conditions in India generally and specifically have an adverse effect on the investments of the Fund. Recently, there has been substantial development and changes in the laws and policies of India. Several proposed substantial changes are discussed below -

The Direct Tax Code Bill 2010, or DTC, proposes to replace the existing Income Tax Act, 1961 and other direct tax laws, with a view to simplify and rationalize the tax provisions into one unified code. The DTC which was placed before the Indian parliament for debate and discussion on August 30, 2010 is proposed to come into effect from April 1, 2014. The various proposals included in the DTC are subject to review by Indian parliament and as such impact if any, is not quantifiable at this stage.

It is possible that the Direct Tax Code, once introduced, could significantly alter the taxation regime, including incentives and benefits, applicable to the Fund.

The Government of India has recently made amendments in the existing income tax laws to incorporate provisions relating to General Anti-Avoidance Rules (GAAR). GAAR would be effective in the near future. The GAAR Bill provides for, among other things, significant changes to the Income Tax rules, regulations and procedures. The GAAR Bill is yet to be passed by the Parliament.

Similarly, on 8th August, 2013, the Companies Bill was tabled before and passed by the upper house of the Indian parliament. This bill is awaited for the President's ascent and come into force in the near future. The Companies Bill provides for, among other things, significant changes to the regulatory framework governing the issue of capital, corporate governance, audit procedures and corporate social responsibility. The Companies Bill is yet to be signed by President of India and would need to be published in the Official Gazette before becoming law. There is therefore no certainty that the Companies Bill will be passed in its current form, or at all.

Further, SEBI has recommended that the existing FIIs, Sub Accounts and Qualified Foreign Investors (QFI) to be merged into a new investor class to be termed as "Foreign Portfolio Investor" (FPI) with a view to simplify the procedure.

Any such change in the Government's policies in the future could adversely affect business and economic conditions in India and could also adversely affect our business prospects, financial condition and results of operations. There can no assurance as to the interpretation or implementation of such changes in the law and are unable to determine the impact of such changes on the investments of the Fund.

Indian Securities risk

An investment in the Fund is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may arise there from (which may be equal to the whole amount invested). Such an investment should be seen as complementary to existing investments in a wide spread of other financial assets and should not form a major part of an investment portfolio. Investors should not consider investing in the Shares unless they already have a diversified investment portfolio.

Tax Risks

The Fund's tax position

Any change in the Indian companies tax status or in taxation legislation in India could affect the value of the assets held by the Mauritian Subsidiary or affect the Fund's ability to achieve its investment objectives or provide favorable returns to Shareholders. Any such change could also adversely affect the net amount of any dividends payable to Fund if it is one of the Shareholders of such a company. While the Mauritian Subsidiary is incorporated in Mauritius and all of its directors are resident outside India, continued attention must be paid to ensure that major decisions by the Mauritian Subsidiary are not made in India to avoid the risk that the Mauritian Subsidiary may lose its non-Indian resident

status. Management errors could potentially lead to the Mauritian Subsidiary being considered an Indian tax resident which would negatively affect its financial and operating results and returns to Shareholders.

Since the Mauritian Subsidiary is incorporated in Mauritius and majority of the directors / managers are resident outside India, it has obtained a Mauritian Tax Residency Certificate from the Mauritius Commissioner of Income Tax.

The TRC is, in certain jurisdictions like India, conclusive of the Mauritius tax residence of its beneficiary. Applications for a TRC must be made on an annual basis to the Mauritius Revenue Authority ("MRA") through the Financial Services Commission ("FSC").

The FSC will recommend the issuance of a TRC to the MRA if it is satisfied that the Mauritian Subsidiary is centrally managed and controlled in Mauritius. The FSC will make this determination by considering whether the Mauritius Subsidiary:

- a. has two directors, resident in Mauritius, of sufficient calibre to exercise independence of mind and judgment, must be resident in Mauritius;
- b. maintains at all times its principal bank account in Mauritius;
- c. maintains at all times its accounting records at its registered office in Mauritius;
- d. prepares its statutory financial statements and has such financial statements be audited in Mauritius; and
- e. provides for meetings of directors to include at least two directors from Mauritius.

Additionally, since 1 January 2015, when determining the issue of management and control, the FSC also considers (in addition to existing substance requirements set out above) whether the Mauritian Subsidiary meets at least one of the following criteria ("**additional criteria**"):

- a. it has or shall have office premises in Mauritius; or
- b. it employs or shall employ on a full time basis at administrative/technical level, at least one person who shall be resident in Mauritius ; or
- c. its constitution contains a clause whereby all disputes arising out of the constitution shall be resolved by way of arbitration in Mauritius; or
- d. it holds or is expected to hold within the next 12 months, assets (excluding cash held in bank account or shares/interests in another corporation holding a Global Business Licence) which are worth at least USD 100,000 in Mauritius; or
- e. its shares are listed on a securities exchange licensed by the FSC; or
- f. it has or is expected to have a yearly expenditure in Mauritius which can be reasonably expected from any similar corporation which is controlled and managed from Mauritius. The onus is on the Mauritian Subsidiary to satisfy the FSC that its level of expenditure in Mauritius is reasonable. Reasonableness of expenditure would be judged in the light of circumstances of each case and the factors to be considered to decide whether the level of expenditure of a GBC1 is reasonable include the type of activity, its average turnover, the country(ies) in which it is conducting business, and the value of its net assets and the industry average to name but a few.

Given that the TRC is renewable on an annual basis, the Mauritian Subsidiary will have to ensure that it complies with all the above requirements at all times. This TRC makes the Mauritian Subsidiary eligible for the benefits under the India-Mauritius DTAA Treaty. If the Mauritian Subsidiary is treated as having a permanent establishment, or as otherwise being engaged in a trade or business, in India under the DTAA, then it may be subject to additional tax on capital gains.

The Mauritius legal framework under which the Mauritian Subsidiary will invest in Asian countries may undergo changes in the future, which could impose additional costs or burdens on the Mauritian Subsidiary's operations. Future changes to Mauritian Law, or the jurisdictions in which the Mauritian Subsidiary invests, or the DTAA, or the interpretations given to them by regulatory authorities could impose additional costs or obligations on the Mauritian Subsidiary's activities and status in Mauritius. Adverse tax consequences would result if the Mauritian Subsidiary does not qualify for the benefits under the DTAA. There can be no assurance that the Mauritian Subsidiary will continue to qualify for or receive the benefits of the DTAA or that the terms of the DTAA will not be changed.

Amendment to the DTAA

As per the recent protocol signed by India and Mauritius on May 10, 2016 (the "**Protocol**") amending the DTAA, India will have the right to tax capital gains which arise from alienation of shares of a company resident in India acquired by a Mauritian tax resident on or after April 01, 2017. Prior to the Protocol coming into effect, in light of the relief available under the DTAA capital gains outlined in (a) to (c) below not be subject to tax in India, provided the Mauritian Subsidiary had no PE in India. If the Mauritian Subsidiary was held to have a PE in India, it could opt to be taxed under the domestic law provisions, in which case its gains from transfer of securities would be taxable as capital gains. Alternatively, it could also opt to be taxed under the Mauritius Treaty, in which case income from such transfer (net of expenses) would be taxable at 40% (plus applicable surcharge and excess) to the extent attributable to the PE. The Protocol provides for grandfathering of investments made before April 01, 2017, i.e. all investments made prior to April 01, 2017 and any exits / share transfers from such investments will not be subject to capital gains tax in India subject to the Mauritian Subsidiary not having a PE in India.

The Protocol provides for a relaxation in respect of capital gains arising to Mauritius residents from alienation of shares between April 01, 2017 and March 31, 2019 (the "Transition Period") from investments made after April 01, 2017. The tax rate on any such gains shall not exceed 50% of the domestic tax rate under the ITA. However, this benefit has been made subject to a limitation of benefits provision which has also been introduced in the Protocol. The benefit of this reduced rate of tax will not be available if:

- (a) it is found that the affairs of the Mauritian Subsidiary were arranged with the primary purpose to take advantage of the benefits of reduced rate of tax; or
- (b) it is found that the Mauritian Subsidiary is a shell / conduit company, i.e. a legal entity falling within the definition of resident with negligible or nil business operations or with no real and continuous business activities carried out in Mauritius. Further, the Mauritian Subsidiary will be deemed to be a shell / conduit company if its expenditure on operations in Mauritius is less than Mauritian Rs. 1,500,000, in the immediately preceding period of 12 months from the date the gains arise; provided that, if the Mauritian Subsidiary is listed on a recognized stock exchange in Mauritius or its expenditure on operations in Mauritius is equal to or more than

Mauritian Rs. 1,500,000, in the immediately preceding period of 12 months from the date the gains arise.

Economic Factors

Changes in India's economic liberalisation and deregulation policies could adversely affect business and economic conditions in India generally. There could also be adverse effects if new restrictions in the private sector are introduced or if existing restrictions are not relaxed over time. Notwithstanding current policies of economic liberalisation, the roles of the Indian central and state governments in the Indian economy as producers, consumers and regulators have remained significant. Government of India continues economic liberalisation policies and the pace of such liberalization could change, and specific laws and policies affecting taxation, foreign investment, currency exchange and other matters affecting the Fund's investments could change as well. Further, the laws and policies affecting the various investments held by the Fund could change, adversely affecting the values or liquidity of securities.

Repatriation of Dividend, Interest and Sale Proceeds

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

Inflationary Pressures

High inflation, as has been seen recently in India, may lead to the adoption of corrective measures designed to moderate growth, regulate prices of staples and other commodities and otherwise contain inflation, and such measures could inhibit economic activity in India and thereby possibly adversely affect the investments of the Fund. Inflation may also directly affect the investments of the Fund by raising operating costs and, if rents at a particular project are fixed, reducing the returns on the investments of the Fund.

Indian Legal System

The Indian civil judicial process to enforce remedies and legal rights is relatively less developed and subject to delays. Enforcement by the Mauritian Subsidiary of civil rights under the laws of a jurisdiction other than India may be adversely affected by the fact that it may have significant assets in India and the enforcement of the rights against such assets in India will be subject to the delays and other limitations of the Indian judicial system. Regulations regarding the trading in relatively new forms of securities such as derivatives are not fully developed in India, and investments held by the Mauritian Subsidiary on behalf of the Fund in such securities may not be recognized as securities protected by the securities laws in India. In addition, such investments may be traded on exchanges with very little liquidity, thus adversely affecting the ability to liquidate these investments.

Downgrading of India's debt rating risk

Any adverse revisions to India's credit ratings for domestic and international debt by international rating agencies may adversely affect the value of the investments of the Fund.

Risks in Relation to Mauritius

There can be no assurance that Mauritius will continue to remain politically and economically stable and thus there may be political risks associated with the Fund investing in a Mauritian entity such as Ocean Dial Gateway to India (Mauritius) Limited (and so indirectly to the Shareholders investing in the Fund).

Reliance on India/Mauritius Double Tax Avoidance Treaty

Ocean Dial Gateway to India (Mauritius) Limited will continue to be incorporated under the laws of Mauritius and as a holder of a Category 1 Global Business Licence, issued by the FSC, Ocean Dial Gateway to India (Mauritius) Limited expects to maintain its TRC, to evidence its residency in Mauritius for tax treaty purposes. Ocean Dial Gateway to India (Mauritius) Limited, with its TRC and its status as domiciled in Mauritius expects to continue to be governed by the provisions of the DTAA, which includes an exemption from Indian capital gains tax.

The DTAA has been amended by way of a protocol between the Government of India and the Government of Mauritius which is effective as from 19 July 2016.

Pursuant to the above, under the new paragraph 3A of Article 13 of the DTAA, India is entitled to tax capital gains arising from the disposition on or after April 1, 2017 of shares in a company resident in India. A protection to investments has been granted to shares acquired before April 1, 2017.

New paragraph 3B of Article 13 of the DTAA now caters for a transition rule under which the Indian capital gains rate for shares acquired on or after April 1, 2017 and disposed of before April 1, 2019 is 50% of the full domestic Indian rate. This benefit is conditioned, however, on satisfaction of main purpose and bona fide LoB tests. Under the LoB Article, a resident of Mauritius, including a shell/conduit company, shall not be entitled to the benefit of 50% reduced rate of tax, if such resident fails the main purpose test or bona fide business test. A Mauritius resident company shall be deemed to fail the LoB tests if its total expenditure is less than MUR 1.5m (approx. US\$40,000) and if its affairs were arranged with the primary purpose to take advantage of the benefits relating to taxation of capital gains under the DTAA.

Taxation of capital gains after the transition period (on or after April 1, 2019), will be at full rate.

To the extent that the Mauritian Subsidiary does not hold any immovable property in Mauritius, no capital gains tax should be payable in Mauritius in respect of the Mauritian Subsidiary's realised investments in its subsidiaries. Income or gains realised by the Mauritian Subsidiary on disposal of investments are exempt from income tax in Mauritius. Dividends (as defined under Mauritius Income Tax Act 1995) paid by the Mauritian Subsidiary to any corporation or any individual not resident in Mauritius will not be subject to any Mauritian withholding tax. A gain or profit derived from the sale of the Shares by a Shareholder who is non-resident in Mauritius would be exempt in Mauritius from any

withholding tax.

In addition, the attention of investors is drawn to the section of the Prospectus entitled “The Company; Risk Factors”.

SUPPLEMENT 2
DATED 23 January, 2017 to the Prospectus issued for
Ocean Dial Investment Funds plc

OCEAN DIAL SYSTEMATIC INDIA RETURN FUND

This Supplement contains information relating specifically to Ocean Dial Systematic India Return Fund (the “Fund”), a Sub-Fund of Ocean Dial Investment Funds plc (the “Company”), an open-ended umbrella fund with segregated liability between sub-funds authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations.

This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus for the Company dated 23 January, 2017 (the “Prospectus”).

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

Investors should read and consider the section of the Prospectus entitled “The Company; Risk Factors” before investing in the Fund.

The Fund will use financial derivative instruments for investment purposes and/or efficient portfolio management purposes. Further information on the effect of investment in financial derivative instruments is set out under the heading ‘Financial Derivative Instruments’ below.

An investment in the Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors. The Fund is suitable for investors who are prepared to accept a higher level of volatility.

The Fund may carry out its investment objective by investing substantially through any subsidiary established or acquired by the Directors of the Company in accordance with the requirements of the Central Bank.

The Fund will initially carry out its investment objective by investment substantially through a Mauritian subsidiary, Ocean Dial Systematic India Return (Mauritius) Limited (the “Mauritian Subsidiary”). This Supplement contains specific detail on the Fund and the Mauritian Subsidiary.

1. Interpretation

The expressions below shall have the following meanings:

“Base Currency” means US Dollars.

“Business Day”	means any day (except Saturday or Sunday) on which the Bombay Stock Exchange, the National Stock Exchange of India Limited and banks are generally open for business in Dublin, Mauritius and Mumbai or such other day or days as may be determined by the Directors and notified to Shareholders.
“Benchmark Index”	means the CNX DEFTY Index.
“Dealing Day”	means each Business Day and/or such other day or days as may be determined by the Directors and notified to all Shareholders in advance provided that there shall be at least two Dealing Days per month which shall occur at regular intervals.
“Dealing Deadline”	means, with respect to each Dealing Day, 1.30 pm (Irish time) on the Business Day preceding the relevant Dealing Day or such other time for the relevant Dealing Day as the Directors may determine and notify Shareholders in advance provided always that the Dealing Deadline is no later than the Valuation Point.
“Initial Offer Period”	means the period determined by the Directors during which Shares in each unlaunched Class are offered for subscription at the Initial Offer Price. The Initial Offer Period closed at 5.00 p.m. (Dublin time) on 30 October, 2015.
“Initial Offer Price”	means US\$100.
“Minimum Holding”	means US\$5,000 for all Classes.
“Minimum Initial Subscription”	means US\$5,000 for all Classes or the equivalent in other currencies.
“Minimum Transaction Size”	means US\$1,000 for all Classes or the equivalent in other currencies.
“Valuation Point”	means 4.00 p.m. (Irish time) on the Business Day preceding the relevant Dealing Day.

Other than the terms defined in this Supplement, all other defined terms used in this Supplement shall have the same meaning as in the Prospectus.

2. Investment Objective

The investment objective of the Fund is to generate long term capital appreciation.

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

3. Investment Policy

Investment Policy

The Fund seeks to achieve its investment objective by investing primarily, either directly or through the use of derivatives as detailed in the 'Financial Derivative Instruments' section of this Supplement, in a diversified portfolio of equities and equity-related securities which are listed, traded or dealt on Recognised Exchanges in India. It is the intention that such investment will be made through the Mauritian Subsidiary.

The Investment Manager will seek to identify and take advantage of movements in underlying equity securities by trading long equity positions, either directly or through the use of derivatives, as described below in the section titled 'Financial Derivative Instruments'. The Investment Manager may also create synthetic short positions to hedge the Fund's portfolio against a fall in the value of the assets held in the portfolio and occasionally to gain a return from an expected fall in the market. The Investment Manager's use of synthetic short positions may vary and will depend on market conditions. Short positions will only be taken synthetically through the use of futures on the Benchmark Index or the Nifty Index, as described below in the section titled 'Investment Strategy', or through other financial indices which are highly correlated to the Benchmark Index. While the Fund will generally be long biased, it may take both long and short positions simultaneously and from time to time may be net short equities in aggregate. It is expected that net synthetic short equity positions will not exceed 50% of the Fund's net assets.

The Investment Manager may also undertake currency hedging between the Base Currency (US Dollars), and the currency in which investments are held by the Fund (Indian Rupees). Currency futures will be used for hedging purposes only.

In relation to the equity-related securities in which the Fund may invest these may include, but are not limited to, preference shares, convertible bonds and convertible preference shares. Convertible bonds and convertible preference shares may include an embedded derivative but will not be leveraged.

The Fund has no restrictions as to the proportion of assets allocated to companies in any particular economic sector.

The Fund may also invest in corporate or government bonds which may be fixed or floating rate and investment grade or below investment grade, as determined by Standard & Poor's Rating Group or Moody's Inc. No more than 20% of Net Asset Value of the Fund shall be invested in below investment grade government bonds. The Fund will not hold below investment grade corporate bonds. Investment in bonds is not intended to be a primary part of the portfolio. However, bonds may be used

for collateral management (i.e. certain bonds may be posted as margin to support certain derivative trades) and cash management purposes.

The Fund may also invest in cash, cash equivalents, money market funds and money market instruments (including, but not limited to cash deposits, commercial paper and certificates of deposit), in the appropriate circumstances. Such circumstances include times when the Investment Manager determines that opportunities or market conditions for equity investing are unattractive or where market conditions may require a defensive investment strategy, the holding of cash on deposit pending reinvestment, the holding of cash in order to meet redemptions and payment of expenses or in order to support derivative exposure.

Any investment in collective investment schemes, established as money market funds, shall not exceed in aggregate 10% of the Net Asset Value of the Fund.

Investment Strategy

The Investment Manager will select equities and equity-related securities (which may or may not be constituents of the Benchmark Index as defined below) using a quantitative selection process constructed by the Investment Manager. This selection process involves the Investment Manager ranking and scoring equities and equity related securities based on various factors (as set out below) using a calculation constructed by the Investment Manager (the "Investment Model"). The factors which will be considered as part of the Investment Model include; momentum (which focuses on securities that are performing based on the principle that there is persistency in trends), mean-reversion (which focuses on the principle that stock performance tends to gravitate towards its mean performance), fundamentals (which focuses on securities which are strong from a financial perspective e.g. positive cash flows, a consistent track record of paying dividends to shareholders and consistent earnings growth as demonstrated from the entity's financial statements) and volatility (which focuses on the historical volatility of securities). The Fund's portfolio is constructed based on the Investment Manager's aggregation of the results generated by the Investment Model to determine the composition and weight of the equities and equity related securities which will be held by the Fund.

The Fund will aim for returns which exceed the movement in the Benchmark Index. The Benchmark Index tracks the CNX Nifty 50 Index of the National Stock Exchange of India (the "Nifty Index") using a US Dollar rate fixed by the Reserve Bank of India at midday daily.

The Investment Manager takes a systematic approach to hedging and very actively monitors and manages movements in the equities and equity-related securities and currency exposures of the Fund. An algorithm-based prediction model is used to forecast the future market environment and thus initiate short future positions if it predicts a weak market (the "Prediction Model"). The Prediction Model is driven by macro-economic indicators such as global currencies, equities, fixed income and volatility movements. Using the Prediction Model, the Investment Manager may decide to hedge its portfolio partially or completely or under certain situations to go net short (for the avoidance of doubt the Fund will be net short where it has a higher value of short positions than long positions). Short positions and currency hedges are done synthetically through the use of futures that are traded on Recognised Exchanges.

The total net long position is typically not expected to exceed 200% of the Net Asset Value of the Fund and the total net short position is typically not expected to exceed 50% of the Net Asset Value of the Fund.

The Investment Manager will manage the Fund's portfolio on an active basis and will have a very high turnover rate. There is not necessarily a relationship between a high turnover rate and performance.

Financial Derivative Instruments

Subject to the UCITS Regulations and the terms and conditions of the Central Bank relating to the use of such instruments as more fully described in Appendix I and Appendix III to the Prospectus, the Fund (either directly or through investment in any subsidiary) may use the derivative instruments described below for investment purposes and/or efficient portfolio management purposes.

Derivatives will be traded on Recognised Exchanges worldwide.

Investors should be aware that when the Fund enters into financial derivative instrument contracts ("FDI"), operational costs and/or fees (such as financing fees and/or brokerage fees) shall be deducted from the revenue delivered to the Fund. One of the considerations taken into account by the Investment Manager when selecting brokers and counterparties to FDI transactions on behalf of the Fund is that any such costs and/or fees which are deducted from the revenue delivered to the Fund shall be at normal commercial rates and shall not include any hidden revenue. Such direct or indirect costs and fees will be paid to the relevant broker or counterparty to the FDI transaction, which, in the case of FDI used for currency hedging purposes, may include the Depositary or entities related to the Depositary. The identity of the entities to which such direct and indirect costs and fees are paid shall be disclosed in the annual financial statements of the Company. All revenues generated by the Fund through the use of FDI, net of direct and indirect operational costs and fees, will be returned to the Fund.

Futures

The Fund may enter into various kinds of futures contracts, including single stock futures, currency futures and index futures which are traded on Recognised Exchanges worldwide as a means of providing a cost effective and efficient mechanism for taking long and/or short positions in securities or in order to hedge the currency exposure between the Base Currency and the currency of denomination of the underlying assets of the Fund. Any securities to which exposure is obtained through futures will be consistent with the investment policies of the Fund. Futures can be used to express both positive and negative views on securities (by creating a synthetic long or short position).

Options

The Fund may purchase call and put options on any security consistent with the investment policies of the Fund provided such options are traded on Recognised Exchanges worldwide (i.e. Index options, single stock options, currency options). Options may be used for hedging purposes in order to "lock in" gains and/or protect against future declines in value on the securities which the Fund holds or to

provide an efficient, liquid and effective mechanism for taking position in securities. Currency options may also be used for hedging purposes.

Leverage

The Fund may use the FDI described herein for investment purposes, including hedging. The global exposure of the Fund as a result of the use of derivatives shall not, using the Commitment Approach, exceed 100% of the Net Asset Value of the Fund. Consequently, the leverage of the Fund as a result of the use of FDI calculated using the Commitment Approach will not exceed 100% of the Net Asset Value of the Fund.

The Commitment Approach calculates exposure as a result of the use of derivatives by converting the derivatives into the equivalent positions of the underlying assets.

The Fund is expected to have a high volatility profile due to the nature of its investments.

The Company is required by the UCITS Regulations to employ a risk management process which will enable it to accurately measure, monitor and manage the risks attached to FDI positions. The Company uses the Commitment Approach which is one of the two methods specifically permitted under the UCITS Regulations for this purpose. Details of this process have been provided to the Central Bank. The Company will not utilise FDI which have not been included in the risk management process until such time as a revised risk management process has been submitted to and cleared in advance by the Central Bank. The Company will, on request, provide to Shareholders supplementary information relating to the risk management methods employed by the Company including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

The use of derivative instruments for the purposes outlined above may expose the Fund to the risks disclosed under the section of the Prospectus entitled "The Company; Risk Factors".

Borrowing Powers

The Fund may only borrow on a temporary basis and the aggregate amount of such borrowings may not exceed 10% of the Net Asset Value of such Fund. Subject to this limit, the Directors may exercise all borrowing powers on behalf of the Fund.

The Fund may acquire foreign currency by means of a back-to-back loan agreement. Foreign currency obtained in this manner is not classified as borrowing for the purposes of the borrowing restrictions set out at above provided that the offsetting deposit equals or exceeds the value of the foreign currency loan outstanding.

In accordance with the provisions of the UCITS Regulations, the Company may charge the assets of the Fund as security for its borrowings.

Investment Advisor

The Investment Manager has appointed Ocean Dial Advisors Private Limited as an investment advisor to the Fund (“ODAPL”). This entity will provide investment analysis services and non-binding investment advice to the Investment Manager. Any fee payable to ODAPL shall be discharged by the Investment Manager.

ODAPL, which is based in Mumbai, India, has a team of analysts headed by Vamsi Tatavarthy. Vamsi Tatavarthy has worked with Barclays Capital in Singapore where he headed the FX Correlations and Structured Exotics Desk in APAC. Prior to Barclays he worked for Lehman Brothers as FX Exotic Derivatives Trader in London and New York. He has a Bachelors and Masters degree in Computer Science from IIT-Madras and an MBA from IIM-Ahmedabad. He is assisted by portfolio analyst Jay Shah who has 10 years’ experience trading Indian equity long-short and arbitrage strategies and who, between the years of 2010-2014 ran his own private LLP.

Mauritian Subsidiary

Mauritian Subsidiary Structure

To achieve efficient portfolio management of the assets, the Fund shall invest substantially in the Indian listed securities and derivative instruments described above via the Mauritian Subsidiary, which is a wholly owned subsidiary of the Company. The Fund will comply with the requirements of the Central Bank when investing via the Mauritian Subsidiary.

The Mauritian Subsidiary is registered as a Category II Foreign Portfolio Investor (“FPI”) under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations 2014.

The Mauritian Subsidiary will pursue the same investment objective as the Fund and will be subject to the same investment policies, restrictions and guidelines of the Fund and the Company generally but subject at all times to any applicable law, regulations or guidelines applicable to the Mauritian Subsidiary, including in its capacity as a FPI. The Mauritian Subsidiary is and will continue to be managed by the Investment Manager, but subject to the overall supervision of its board of directors..

The registered address of the Mauritian Subsidiary is:

Ocean Dial Systematic India Return (Mauritius) Limited
c/o Apex Fund Services (Mauritius) Limited
4th Floor, Raffles Tower,
19 Cybercity
Ebene, 72201
Mauritius

The Mauritian Subsidiary holds a Category 1 Global Business License issued by the Mauritius Financial Services Commission (FSC) and is authorised to conduct business as an investment holding company.

Share Capital Structure

The share capital of the Mauritian Subsidiary comprises ordinary shares of no par value.

Management and Administration

Directors

The Directors of the Company will form a majority of the board of the Mauritian Subsidiary and will maintain full control over the activities of the Mauritian Subsidiary. The board of the Mauritian Subsidiary shall at all times comprise of at least two Mauritius resident directors. Consequently given the board of the Mauritian Subsidiary comprises three directors, the Mauritian Subsidiary is controlled and managed from Mauritius.

Mauritius Administrator

Pursuant to an administration agreement entered into between Apex Fund Services (Mauritius) Ltd. (the "Mauritius Administrator"), the Company and the Mauritian Subsidiary dated 1 October, 2015, the Mauritius Administrator has been appointed to act as the administrator of the Mauritian Subsidiary. The Mauritius Administrator is a licensed management company based in Mauritius and regulated by the FSC. It specializes in the provision of fund administration services, accounting, registrar, corporate secretarial and advisory services amongst others.

The Mauritius Administrator will be valuing the underlying assets of the Mauritian Subsidiary in compliance with the CBI UCITS Regulations.

The address of the Mauritius Administrator is 4th Floor, Raffles Tower, 19 Cybercity, Ebene 72201, Mauritius.

Depository/Designated Depository Participant (DDP)

Pursuant to a depository agreement between the Company, the Mauritian Subsidiary and the Depository dated 12 December, 2016 as may be amended from time to time, the Depository has been appointed to custody the assets of the Mauritian Subsidiary in accordance with the requirements of the Central Bank.

Investment Manager

Pursuant to an investment management (subsidiary) agreement dated 1 October, 2015 between the Investment Manager, the Company and the Mauritian Subsidiary, the Investment Manager was appointed by the Company as investment manager to the Mauritian Subsidiary.

The Investment Manager and the Mauritian Subsidiary are each registered as a Category-II Foreign Portfolio Investor ("FPI") under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations 2014 to enable the Mauritian Subsidiary to carry out appropriate dealings on the Indian stock exchanges.

Auditor

Kemp Chatteris Deloitte has been appointed as the auditor of the Mauritian Subsidiary.

Ongoing Expenses

Ongoing expenses of the Mauritian Subsidiary, including the fees of service providers, will be borne by the Mauritian Subsidiary with the exception of the fees payable to the Investment Advisor which shall be discharged by the Investment Manager.

Base Currency

The base and reporting currency of the Mauritian Subsidiary shall be USD.

Taxation

The taxation of income and capital gains of the Mauritian Subsidiary and of the Fund is subject to the fiscal law and practice of India, Mauritius and Ireland. The following summary of certain relevant tax provisions is subject to change, and does not constitute legal or tax advice. The Mauritian Subsidiary, the Company and the Fund and their advisers accept no responsibility for any loss suffered by a Shareholder as a result of current, or changes in, taxation law and practice. Additionally, in view of the number of different jurisdictions where local laws may apply to Shareholders, this Supplement does not discuss the local tax consequences to potential investors arising from the acquisition, holding or disposition of any Class of Shares.

Shareholders should consult their own professional advisers on the relevant taxation considerations applicable to the acquisition, holding and disposal of any Class of Shares and the receipt of distributions under the laws of the countries in which they are liable to taxation.

Mauritius

The Mauritian Subsidiary holds a Category 1 Global Business License ("GBL1") from the Financial Services Commission, Mauritius ("FSC") for the purpose of the Financial Services Act, 2007, as amended from time to time, and will be liable to tax in Mauritius at the rate of 15% on its net income. However, it will be entitled to a foreign tax credit equivalent to the actual foreign tax suffered or deemed foreign tax credit of 80% of the Mauritian tax on its foreign source income, whichever is higher. The maximum effective tax rate is therefore 3%. Under the Income Tax Act, 1995 as it stands at the date of this Supplement, the Mauritian Subsidiary would not be subject to capital gains tax in Mauritius. There is no withholding tax in Mauritius on any distributions whether by way of dividend or redemption proceeds to a person who is not tax-resident in Mauritius.

The Mauritian Subsidiary has obtained a Mauritian Tax Residence Certificate (the "TRC") from the Mauritius Revenue Authority ("MRA") and such certification is expected to be determinative of its resident status for India-Mauritius Double Taxation Avoidance Agreement (the "DTAA") purposes. The TRC will help the Mauritian Subsidiary to evidence its tax residence in Mauritius for the purposes of the DTAA. On this basis, the Mauritian Subsidiary should be entitled to certain reliefs from Indian

tax, subject to the terms of the DTAA and compliance with anti-avoidance provisions under the DTAA and the Income-Tax Act, 1961 (the "ITA"), and subject to the Mauritian Subsidiary being centrally managed and controlled in Mauritius at all material times (as summarized below). Please refer to the risk factors headed "**India Tax Related Risks**" in this Supplement.

Taxation of the Fund (being a shareholder of the Mauritian Subsidiary) in India

Income arising from the transfer of shares of a foreign company entered into outside of India between two non-residents should ordinarily not be taxable in India. Accordingly, where the securities in the Mauritian Subsidiary are transferred by the Fund and the consideration is received by the Fund outside of India, any capital gains should not be subject to tax in India. Additionally, any distributions made by the Mauritian Subsidiary to the Fund should not attract any tax in India.

The Finance Act, 2012 (the "FA 2012") has amended the ITA to provide, inter alia, that an asset or a capital asset being any share or interest in a company or entity registered or incorporated outside India shall be deemed to be situated in India if the share or interest derives, directly or indirectly, its value substantially from the assets located in India.

It is now clarified in the Finance Act 2015 (the "FA 2015") that shares or interests of a foreign entity will be deemed to derive their value substantially from the assets located in India, if on the specified date, value of Indian assets:

- exceeds the amount of INR 100 million;
- represents at least 50% of the value of all the assets owned by the company; and the transferor of foreign assets (at any time in twelve months preceding the transfer) holds management or control, or voting power, or total share capital or total interest exceeding 5%.

Taxation of the Mauritian Subsidiary in India

The Indian tax implications for the income earned by the Mauritian Subsidiary from Indian portfolio companies are set out below. The Mauritian Subsidiary is expected to have income in the form of capital gains, dividends and interest.

- a. Dividends paid by an Indian company on which Dividend Distribution Tax (the "DDT") has been paid, are exempt from tax in the hands of the Shareholders. Thus, any dividend distributed by the Indian portfolio companies will not be subject to tax in India, provided DDT at an effective rate of 20.358% (this comprises 15% tax plus a 12% surcharge on the amount of tax plus a 3% excess on the total of the tax and surcharge) has been paid on the amount of dividend, to be computed as prescribed in the ITA. However, dividend income received by a resident individual, Hindu-Undivided Family or partnership firm from a domestic company in excess of INR 1 million will be taxable at the rate of 10% on a gross basis.
- b. Interest income received on foreign currency convertible bonds will be taxed at a maximum rate of 10.815% (on the basis that income will exceed Rs 100 million. A Tax rate of 10.506 % will apply if income exceeds Rs 10 million, otherwise a tax rate of 10.3% will apply). Interest received from debt incurred in foreign currency will be taxed at a maximum rate of 21.63% (on

the basis that income will exceed Rs 100 million. A Tax rate of 21.012% will apply if income exceeds Rs 10 million; otherwise a tax rate of 20.6% will apply). Otherwise, the interest will be taxed at a maximum rate of 43.26% (on the basis that income will exceed Rs 100 million. A tax rate of 42.024% will apply if income exceeds Rs 10 million; otherwise a tax rate of 41.2% will apply). Effective from April 1, 2017, tax applicable on interest income under the DTAA will be reduced to 7.5% subject to compliance with anti-avoidance requirements under the DTAA and the ITA.

Interest income received by way of:

- (i) interest on infrastructure debt fund set up in accordance with the guidelines prescribed by the central government,
- (ii) income received by any unit holder being foreign company from business trust approved by Regulatory authorities in India by way of any income distributions,
- (iii) interest income received from specified Indian company in respect of long term monies borrowed in foreign currency from a source outside India by way of long term bonds or loans including infrastructure bonds before July 01, 2017 as approved by Central Government;

will be taxed at a maximum rate of 5.4075% (on the basis that income will exceed Rs 100 million. A tax rate of 5.253% will apply if income exceeds Rs 10 million; otherwise a tax rate of 5.15% will apply).

Avoidance of tax

The ITA contains provisions for avoidance of tax which are as follows:

- Where the owner of any securities (owner) sells or transfers coupon bearing securities, and buys back or reacquires the securities, then, if the result of the transaction is that any interest becoming payable in respect of the securities is receivable otherwise than by the owner, the interest payable as aforesaid shall, whether it would or would not have been chargeable to income-tax apart from the provisions of this sub-section, be deemed to be the income of the owner and not to be the income of any other person.
- Where any person has had at any time during any tax year any beneficial interest in any securities, and the result of any transaction relating to such securities or the income thereof is that, in respect of such securities within such year, either no income is received by him or the income received by him is less than the sum to which the income would have amounted if the income from such securities had accrued from day to day and been apportioned accordingly, then the income from such securities for such year shall be deemed to be the income of such person.

However, the ITA provides that there shall be no avoidance of income-tax where the person proves to the satisfaction of the Revenue authorities that there has been no avoidance of income-tax or that the avoidance of income-tax was exceptional and not systematic and that there was not in his case in any of the three preceding years any avoidance of income-tax by a transaction of a similar nature.

Capital Gains

The treatment of capital gains for Indian tax purposes depends on whether or not the Company qualifies for a Limitation of Benefits ('LoB') clause in the DTAA and GAAR under the ITA, and the nature of the capital gains.

Where the DTAA applies, capital gains resulting from the sale of shares in India (whether listed or unlisted) including shares on conversion of foreign currency convertible bonds, sale of shares underlying Global Depository Receipts (GDRs) issued by Indian companies will be subject to tax in India under the DTAA for all investments made on or after April 1, 2017. On capital gains on other securities like debt or derivative securities, even after April 1, 2017 no tax in India should apply. However, if the Mauritian Subsidiary meets the tests prescribed under LoB clause in the DTAA, then from April 1, 2017 to March 31, 2019, only 50% of tax on capital gains will apply and thereafter full capital gains tax will apply. According to the LoB clause in the DTAA, a shell / conduit company in Mauritius will not be entitled to claim benefit of reduced tax rate during the period April 2017 to March 2019. A test where the total expenditure on operations in Mauritius should not be less than INR 2,700,000 in the immediately preceding 12 months for the entity has been provided to identify entities that are not shell or conduit.

Also, the purchase and sale of equity shares, units of equity oriented funds and the sale of derivatives on a recognized stock exchange in India and the sale of units of equity oriented fund to the Fund will be subject to a Securities Transaction Tax ("**STT**") as discussed below.

Gains realized from the sale of investments held by the Mauritian Subsidiary will be liable to tax based on:

- a) the duration for which the corresponding investment was held prior to sale; and
- b) the manner in which the sale is effected.

The tax treatment for the Mauritian Subsidiary is as follows:

- a. Under the provisions of the ITA, listed shares, notified zero coupon bonds (ZCBs), units of SEBI registered equity oriented mutual fund and other securities listed on a recognized stock exchange (including listed derivatives but excluding units of debt mutual fund), held as capital assets, are regarded as short-term capital assets if held for a period of 12 months or less. Other assets (including debt-oriented mutual funds) are regarded as short-term capital assets if held for a period of 36 months or less (this period is reduced to 24 months for unlisted equity shares of Indian companies). Capital assets held for a period of more than 12 / 24/ 36 months, as applicable, are treated as long-term capital assets.
- b. Gains earned by the Mauritian Subsidiary on transfer of short-term capital assets will be taxed as short-term capital gains at a maximum rate of 43.26% (on the basis that income will exceed Rs 100 million. A tax rate of 42.024% will apply if income exceeds Rs 10 million; otherwise a tax rate of 41.2% will apply) to the Mauritian Subsidiary. If the Mauritian Subsidiary is registered as an FPI, these gains will be taxed at reduced tax rate of 30% plus applicable surcharge and excess.

Subject to meeting tests of LoB clause, these gains for period April 1, 2017 to March 31, 2019 will

be taxed at 50% of applicable tax rate under the DTAA.

However, if short-term capital gain arises on the sale of equity shares or units of equity oriented funds on a recognized stock exchange in India or sale of units of equity oriented fund to the Fund, it shall be taxable at 16.2225% (on the basis that income will exceed Rs 100 million. A Tax rate of 15.759% will apply if income exceeds Rs 10 million, otherwise a tax rate of 15.45% will apply), provided Securities Transaction Tax (STT), as discussed below, has been paid on such a transfer.

Subject to meeting tests of LoB clause, these gains for period April 1, 2017 to March 31, 2019 will be taxed at 50% of applicable tax rate under the DTAA.

- c. Gains earned by the Mauritian Subsidiary on transfer of long-term capital assets, being unlisted securities, will be taxed as long-term capital gains at an effective rate of 10.815% (on the basis that income will exceed Rs 100 million. A tax rate of 10.506% will apply if income exceeds Rs 10 million; otherwise a tax rate of 10.3% will apply) if benefits of currency fluctuations and indexation, as specified in ITA, are not considered. Otherwise, these long term capital gains on unlisted securities and otherwise long-term capital gains on any other security will be taxed at maximum rate of 21.63% (on the basis that income will exceed Rs 100 million. A tax rate of 21.012% will apply if income exceeds Rs 10 million; otherwise a tax rate of 20.6% will apply). If the entity is registered as FPI, these gains will be taxed at reduced tax rate of 10% plus applicable surcharge and excess.

Subject to meeting tests of LoB clause, these gains for the period April 1, 2017 to March 31, 2019 will be taxed at 50% of applicable tax rate under the DTAA.

- d. However, if the long-term capital gain arises on the sale of equity shares or units of equity oriented funds on a recognized stock exchange in India or sale of units of an equity oriented fund to the Fund, it will be exempt from capital gains tax provided STT, as discussed below, has been paid on such transfer.

Taxation of other income

Any other income earned by the Mauritian Subsidiary on account of making an investment in India, except by way of dividends, interest and capital gains, will be taxable at maximum rate of 43.26 % (on the basis that income will exceed Rs 100 million. A tax rate of 42.024% will apply if income exceeds Rs 10 million; otherwise a tax rate of 41.2% will apply)

Minimum Alternate Tax

Under the provisions of the ITA, where the tax liability of a company is less than 18% of its book profits (including long-term capital gains arising on the sale of equity shares or units of equity oriented funds on a recognized stock exchange in India or sale of units of equity oriented fund to the Fund, on which STT has been paid), the company is liable to pay Minimum Alternate Tax (MAT) at a maximum rate of 20.00775% (on the basis that income will exceed Rs 100 million. A Tax rate of 19.4361% will apply if income exceeds Rs 10 million; otherwise tax rate of 19.055% will apply).

A new clause is inserted in FA 2015. According to Clause (iid) in explanation 1 to section 115JB of the ITA, MAT provisions will not be applicable to the income earned on capital gains arising on transactions in securities to overseas funds. This amendment is applicable from 01 April 2016.

Securities Transaction Tax

The Mauritian Subsidiary will be liable to pay STT on the purchase and sale of equity shares, units of equity-oriented funds and on the sale of derivatives where such a transaction is entered on a recognized stock exchange in India and on the sale of units of equity oriented funds to the Fund. STT is levied on the transaction value at the following rates:

- a. 0.10% on the purchase of equity shares in a company on a recognized stock exchange in India;
- b. 0.10% on the sale of equity shares in a company or units of equity oriented funds on a recognized stock exchange in India;
- c. 0.025% on the sale of equity shares in a company or units of equity oriented funds on a recognized stock exchange in India where the contract for sale is settled otherwise than by the actual delivery or transfer of shares or unit;
- d. 0.05% on the sale of an option in securities (where the option is not exercised);
- e. 0.017% on the sale of an option in securities (where the option is exercised);
- f. 0.125% on Purchase of an option in securities where the option is exercised (payable by the purchaser);
- g. 0.01% on sale of a futures on a recognized stock exchange in India;
- h. 0.001% on the sale of units of equity oriented fund to the Fund.

STT is not allowable as a deduction in computation of capital gains.

Characterisation of income

There have been judicial pronouncements on whether gains from transactions in securities should be taxed as “business profits” or as “capital gains”. However, these pronouncements, while laying down certain guiding principles have largely been driven by the facts and circumstances of each case. Historically, private equity investors and FIIs/FPIs have ordinarily prepared their tax returns on the basis that sale proceeds from their investments in Indian securities are treated for tax purposes as giving rise to capital gains. There have been a few instances where funds have approached and received a confirmation from the Indian revenue authorities in the form of advance rulings that income from the sale of Indian securities, including exchange traded derivatives, is in the nature of business income. Advance rulings being private rulings are binding only in the case of the applicant. The tax laws have been recently clarified to state that gains by registered FPIs should be regarded as capital gains.

If gains realized on the sale of shares are taxed as “business profits” by tax authorities and the Mauritian Subsidiary is held to have a permanent establishment in India with such gains being attributable to the permanent establishment the gains will be taxable at a maximum rate of 43.26% (on basis that income will exceed Rs 100 million. Tax rate of 42.024% will apply if income exceeds Rs

10 million; else tax rate of 41.2% will apply). The amount of STT paid will be allowed as a deduction while computing business profits of the Mauritian Subsidiary.

General Anti-Avoidance Rule ('GAAR')

The Government of India in FA 2015 has deferred GAAR for two years. GAAR will apply to investments made on or after 01 April 2017, when implemented. Government of India in FA 2016 has confirmed that GAAR provisions will be implemented from 01 April 2017.

If the main purpose (or one of the main purposes) of an arrangement (or any step or any part thereof) is to obtain a tax benefit, the arrangement can be declared to be an "impermissible avoidance arrangement. If the arrangement (or any step or part thereof) satisfies at least one of the following four specified tests:

- (i) it creates rights and obligations, which are not normally created between parties dealing at arm's length;
- (ii) it results in misuse or abuse of the provisions of the tax law;
- (iii) it lacks commercial substance;
- (iv) it is carried out by means or in a manner which is normally not employed an authentic (bona fide).

Further, it has been explained that an arrangement shall be deemed to lack commercial substance if, inter alia,

- (i) the substance or effect of the arrangement as a whole is inconsistent with, or differs significantly from ,the form or its individual steps or a part thereof;
- (ii) it involves or includes round trip financing, an accommodating party, or elements that have the effect of offsetting or cancelling each other or a transaction which is conducted through one or more persons and disguises the value, location, source, ownership or control of funds that is the subject matter of such transaction; or
- (iii) it involves the location of an asset, a transaction or the place of residence of any party that would not have been so located for any substantial commercial purpose other than obtaining a tax benefit for a party; or
- (iv) It does not have a significant effect upon the business risks or net cash flows of any party to the arrangement apart from any effect attributable to the tax benefit that would be obtained.

Tax consequences of invoking GAAR

Once an arrangement is held to be an impermissible avoidance arrangement, then the consequences in relation to taxation of the arrangement, including denial of tax benefits or a benefit under a tax treaty, will be determined keeping in view the circumstances of the case.

Stamp Duty

The Shares of the Mauritian Subsidiary would not be liable to stamp duty in India. The shares of the

Indian companies purchased by the Mauritian Subsidiary may be liable to applicable stamp duty in India (i.e. on the share certificates) if the same are not in dematerialized form. However, most of the equity shares of Indian companies can be traded on the stock exchanges only in dematerialized form, so this implication is minimal.

Prospective investors are urged to consult their own tax advisors with respect to their own tax situations and the tax consequences in respect of their investment in the Funds.

4. Offer

Shares in the Fund are offered in the following Classes:

Class A US\$

Class B US\$

Although each of the Classes are denominated in US Dollars, the Company does not intend on behalf of the Fund to undertake currency hedging at Class level to reduce the exposure of each Class to the fluctuations of the currencies in which the Fund's assets may be denominated (which will be principally Indian Rupee).

Shares in all Classes are issued at the Net Asset Value per Share.

The Directors of the Company reserve the right to terminate Class A US\$ or Class B US\$ on giving not less than four weeks' notice and not more than twelve weeks' notice expiring on a Dealing Day to Shareholders in accordance with the section of the Prospectus entitled "Total Redemption of Shares".

5. Dealing in Shares

Investors may subscribe for Shares, may make redemption requests and may make conversion requests in accordance with the provisions set out in the Prospectus provided in each case that the Minimum Holding, Minimum Initial Subscription and Minimum Transaction Size applicable to the relevant Class is complied with.

The Directors reserve the right to waive or reduce the Minimum Initial Subscription, Minimum Holding and Minimum Transaction Size and to differentiate between Shareholders in doing so. Any change to the Minimum Holding or Minimum Transaction Size will be disclosed to Shareholders.

6. Suspension of Dealing

Shares may not be issued, redeemed or converted during any period when the calculation of the Net Asset Value of the Fund is suspended in the manner described in the Prospectus under the heading "Suspension of Valuation of Assets". Applicants for Shares and Shareholders requesting redemption or conversion of Shares will be notified of such suspension and, unless withdrawn, applications for Shares will be considered and requests for redemption or conversion will be processed as at the next Dealing Day following the ending of such suspension.

7. Fees and Expenses

With the exception of the performance fee applicable as detailed below, the fees and operating expenses which may be charged to Class A US\$ and Class B US\$ shall in aggregate be capped at 2.0% per annum of the Net Asset Value (before deduction of any accrued Performance Fee) of the relevant Class (the “Capped Fee”).

Such fees and operating expenses which are included in this Capped Fee shall include; (i) the Administrator’s fees and expenses; (ii) the Depositary’s fees and expenses; and (iii) the Investment Manager’s investment management fee and expenses (but excluding any Performance Fee payable to the Investment Manager), together with all other operating expenses as disclosed in the section of the Prospectus entitled ‘Operating Fees and Expenses’.

Fees payable to the Depositary, Administrator and Investment Manager shall be accrued at each Valuation Point and shall be payable monthly in arrears. Any fees and operating expenses payable the Fund in excess of the Capped Fee shall be reimbursed by the Investment Manager. Such reimbursement, if any, will be accrued daily and paid annually by the Investment Manager to the Fund within 30 days of each financial year end.

Investment Management and Distribution Fees

The Investment Manager shall be entitled to a maximum annual investment management and distribution fee equal to 1.5% of the Net Asset Value (before deduction of any accrued Performance Fee) of Class A US\$ and Class B US\$ as appropriate as at each Valuation Point. Such fee shall be calculated and accrued daily and be payable monthly in arrears and will be included in the Capped Fee outlined above.

Investment Management Performance Fee

In addition to the above fees, the Company will pay the Investment Manager a performance fee (the “Performance Fee”) in relation to both Class A US\$ and Class B US\$ at the rates specified below.

The Performance Fee is calculated so that each Share is charged a Performance Fee which equates precisely with that Share's performance. This method of calculation ensures that:

- (a) any Performance Fee paid to the Investment Manager is charged only to those Shares which have appreciated in value;
- (b) all holders of Shares of the same Class have the same amount of capital per Share at risk in the Fund; and
- (c) all Shares of the same Class have the same Net Asset Value per Share.

All fees payable to the Investment Manager will be paid in the designated currency of the relevant Class. The Fund shall bear the cost of any Irish value added tax applicable to any amount payable to the Investment Manager.

The Performance Fee is charged separately against each Class in the manner specified below, and may be waived or reduced with the Director's approval.

Performance Fees Applicable to Class A US\$

The Company will pay the Investment Manager a Performance Fee in relation to Class A US\$ Shares in respect of each 12 month period (the "Performance Period").

In the case of the first Performance Period, the Performance Period will commence on the last Business Day of the Initial Offer Period and will end on the last Business Day of the 12 month period in which such Business Day occurred. In the case of subsequent Performance Periods, it will commence on the first Business Day after the previous Performance Period and will end on the last Business Day of the 12 month period in which such Business Day occurred. The last Performance Period in relation to Class A US\$ Shares will end on the earlier of the date of termination of Investment Management Agreement and the date of the termination of Class A US\$ Shares.

The Performance Fee for each Performance Period shall be equal to ten percent (10%) of the amount, if any, by which the Net Asset Value per Class A US\$ Share before Performance Fee accrual exceeds the High Water Mark, multiplied by the number of Class A US\$ Shares in issue on the last Business Day of the Performance Period.

"High Water Mark per Class A US\$ Share" means in respect of the first Performance Period for the Fund, the Initial Offer Price per Class A US\$ Share.

For each subsequent Performance Period for the Fund the "High Water Mark" means either:

- (i) where a Performance Fee was payable in respect of the prior Performance Period, the Net Asset Value per Class A US\$ Share as at the end of the last Performance Period; or
- (ii) where no Performance Fee was payable in respect of the prior Performance Period, the High Water Mark per Class A US\$ Share as at the end of the prior Performance Period at which the last Performance Fee was paid.

For the avoidance of doubt any losses will be carried forward from one Performance Period to the next and must be recouped before any additional Performance Fee will accrue.

Equalisation

If an investor subscribes for Class A US\$ Shares ("**Relevant Shares**") at a time when the Net Asset Value per Share before deduction of any accrued performance fee ("Net Asset Value") of that Class is at a value other than the High Water Mark per Class A US\$ Shares, certain adjustments (as outlined below) will be made to reduce inequalities that could otherwise result to the investor or to the Investment Manager.

1. Subscriptions below the High Water Mark per Class A US\$ Share

If Class A US\$ Shares are subscribed for by an investor where the Net Asset Value per Class A US\$ Share is less than the High Water Mark per Class A US\$ Share, the Shareholder will be required to pay a Performance Fee with respect to any subsequent appreciation in the value of those Class A US\$ Shares.

With respect to any appreciation in the value of those Class A US\$ Shares from the Net Asset Value per Class A US\$ Share at the date of subscription up to the High Water Mark per Class A US\$ Share, the Performance Fee will be charged at the end of each Performance Period by redeeming such number of the Shareholder's Shares that aggregate to a Net Asset Value (after accrual for any Performance Fee) equal to ten per cent (10%) of any such appreciation (a "**Performance Fee Redemption**"). The aggregate Net Asset Value of the Class A US\$ Shares so redeemed will be paid to the Investment Manager as a Performance Fee. Performance Fee Redemptions ensure that the Fund maintains a uniform Net Asset Value per Class A US\$ Share. As regards the Shareholder's remaining Class A US\$ Shares, any appreciation in the Net Asset Value per Class A US\$ Share above the High Water Mark per Class A US\$ Share will be charged a Performance Fee in the normal manner. In the event that a Shareholder redeems Class A US\$ Shares midway through a Performance Period and an adjustment is required to such Class A US\$ Shares, such adjustment shall be deducted from the redemption proceeds and shall be paid to the Investment Manager.

2. Subscriptions above the High Water Mark per Class A US\$ Share

If Class A US\$ Shares are subscribed for by an investor where the Net Asset Value per Class A US\$ Share is greater than the High Water Mark per Class A US\$ Share, the Shareholder will be required to pay an amount in excess of the then current Net Asset Value per Class A US\$ Share equal to ten per cent (10%) of the difference between the Net Asset Value per Class A US\$ Share (before accrual for the Performance Fee) and the High Water Mark per Class A US\$ Share (an "**Equalisation Credit**"). At the date of subscription the Equalisation Credit will equal the Performance Fee per Class A US\$ Share accrued with respect to the other Class A US\$ Shares (the "**Maximum Equalisation Credit**"). The Equalisation Credit accounts for the fact that the Net Asset Value per Class A US\$ Share has been reduced to reflect an accrued Performance Fee to be borne by the Class A US\$ Shares and serves as a form of credit against Performance Fees that might otherwise be payable by the Class A US\$ Shares but that should not, in fairness, be charged against the holder of the Class A US\$ Shares making the subscription (because, in relation to the new Class A US\$ Shares, no favourable performance has yet occurred). The Equalisation Credit mechanism seeks to ensure that all Class A US\$ Shares have the same amount of capital at risk per Share.

The additional amount invested as the Equalisation Credit will be at risk in Class A US\$ Shares and will therefore appreciate or depreciate based on the performance of the Class A US\$ Shares subsequent to the issue of the Class A US\$ Shares (but will never exceed the Maximum Equalisation Credit). In the event of a decline as at any Dealing Day in the Net Asset Value per Class A US\$ Share, the Equalisation Credit will also be reduced by an amount equal to ten percent (10%) of the difference between the Net Asset Value per Class A US\$ Share (before accrual for the Performance Fee) at the date of issue and as at that Dealing Day. Any subsequent appreciation in the Net Asset Value Class A US\$ Share will result in the recapture of any reduction in the Equalisation Credit but

only to the extent of the previously reduced Equalisation Credit up to the Maximum Equalisation Credit.

At the end of each Performance Period, if the Net Asset Value per Class A US\$ Share (before accrual for the Performance Fee) exceeds the High Water Mark per Class A US\$ Shares, that portion of the Equalisation Credit equal to ten percent (10%) of the excess, multiplied by the number of Shares subscribed for by the Shareholder, will be applied to subscribe for additional Class A US\$ Shares for the Shareholder.

Additional Shares will continue to be so subscribed for at the end of each Performance Period until the Equalisation Credit, as it may have appreciated or depreciated after the original subscription for Class A US\$ Shares was made, has been fully applied. If the Shareholder redeems his Shares before the Equalisation Credit has been fully applied, the Shareholder will receive additional redemption proceeds equal to the Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Class A US\$ Shares being redeemed and the denominator of which is the number of Class A US\$ Shares held by the Shareholder immediately prior to the redemption (in respect of which an Equalisation Credit was paid on subscription).

The Investment Manager may choose in its absolute discretion not to charge a Performance Fee in respect of a particular Performance Period.

In the event that the Company is liquidated, or the Fund or the Investment Management Agreement is terminated prior to the end of a Performance Period, the Performance Fee will be computed as though the effective date of the liquidation of the Company or termination of the Fund or the Investment Management Agreement, as appropriate, was the end of a Performance Period.

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

The Performance Fee with respect to Class A US\$ Shares accrues at each Valuation Point and is payable annually (by reference to the relevant Performance Period) in arrears within 10 days of the end of that Performance Period out of the assets of the Fund attributable to the relevant Shares.

However, if a Shareholder redeems Shares of a Class during a the Performance Period on a Dealing Day in respect of which there is an accrued Performance Fee the accrued Performance Fee attributable to the Shares being redeemed will be crystallised and payable to the Investment Manager.

The Investment Manager may choose in its absolute discretion not to charge a Performance Fee in respect of a particular Performance Period.

In the event that the Company is liquidated, or the Fund or the Investment Management Agreement is terminated prior to the end of a Performance Period, the Performance Fee will be computed as though the effective date of the liquidation of the Company or termination of the Fund or the Investment Management Agreement, as appropriate, was the end of a Performance Period.

Net realised and unrealised capital gains and net realised and unrealised capital losses will be included in the Performance Fee calculation as at the end of the relevant Performance Period.

As a result a Performance Fee may be paid on unrealised gains which may subsequently never be realised.

Performance Fees Applicable to Class B US\$

The Company will pay the Investment Manager a performance fee (the "Performance Fee") in relation to Class B US\$ Shares in respect of each 12 month period (the "Performance Period").

In the case of the first Performance Period, the Performance Period will commence on the last Business Day of the Initial Offer Period and will end on the last Business Day of the 12 month period in which such Business Day occurred. In the case of subsequent Performance Periods, it will commence on the first Business Day after the previous Performance Period and will end on the last Business Day of the 12 month period in which such Business Day occurred. The last Performance Period in relation to Class B US\$ Shares will end on the earlier of the date of termination of Investment Management Agreement and the date of the termination of Class B US\$ Shares.

The Performance Fee payable in respect of each Class B US\$ Share will be the relevant Net Asset Value per Class B US\$ Share (before deduction of any performance fee accrual) on the last Business Day of the relevant Performance Period multiplied by the Net Percentage Outperformance per Share multiplied by 20%. The total Performance Fee per Share payable in respect of each Performance Period will be an amount in US Dollars equal to the Performance Fee as calculated multiplied by the number of Class B US\$ Shares in issue at the relevant Valuation Point.

The relevant benchmark for the purpose of the Performance Fee calculation shall be the Benchmark Index (the "Benchmark").

The performance of the Benchmark in respect of the Performance Period is the difference, expressed as a percentage, between the level of the Benchmark on the last Business Day of the preceding Performance Period, and the level of the Benchmark on the last Business Day of the current Performance Period (the "Benchmark Performance").

The performance per Share of the Class B US\$ Shares, in respect of the Performance Period is the difference, expressed as a percentage, between the Net Asset Value (before deduction of any performance fee accrual) per Share on the last Business Day of the preceding Performance Period and the Net Asset Value (before deduction of any performance fee accrual) per Share on the last Business Day of the current Performance Period calculated in US Dollars (the "Class B Performance").

For Class B US\$ Shares a Performance Fee will be payable in respect of a Performance Period if the Class B Performance exceeds the Benchmark Performance, such performance, expressed as a percentage, being the percentage outperformance per Share of Class B US\$ Shares (the "Net Percentage Outperformance").

In the case of the first Performance Period, (i) the Index Performance shall be the difference between the level of the performance of the Benchmark on the first Business Day of the Initial Offer Period and the last Business Day of that Performance Period, expressed as a percentage and (ii) the Class B

Performance shall be the difference between the initial offer price of the Class and the Net Asset Value per Share of the relevant Class on the last Business Day of that Performance Period, expressed as a percentage.

If the performance per Share of the Class B US\$ Shares for a Performance Period is less than the Benchmark for the relevant Performance Period, such under performance, expressed as a percentage (the “Net Percentage Underperformance”) will be carried forward. No Performance Fee will be payable with respect to Class B US\$ Shares in any Performance Period unless the Class B Performance measured against the Index Performance has recovered any accumulated Net Percentage Underperformance for previous Performance Periods.

In the Performance Period in which any accumulated Net Percentage Underperformance is recovered, only that part of the Net Percentage Outperformance for such period as exceeds the accumulated Net Percentage Underperformance carried forward is taken into account for the purposes of calculating the Performance Fee payable for the period.

For the purposes of calculating the Performance Fee, the current Net Asset Value per Share shall be determined prior to the accrual of any Performance Fee applicable to such Shares, but after the deduction of all other Fund expenses, (including the Investment Manager’s investment management fee, if any), and will have any relevant distributions attributable to the relevant Class added back into the Net Asset Value.

Equalisation

If an investor subscribes for Class B US\$ Shares (“**Relevant Shares**”) at a time when the Class B Performance, calculated as at the date of subscription, outperforms or underperforms the Benchmark Performance, calculated as at the date of subscription, certain adjustments (as outlined below) will be made to reduce inequalities that could otherwise result to the investor or to the Investment Manager. The Class B Performance and Benchmark Performance are defined above.

1. Subscriptions at a time when the Class B Performance is underperforming against the Benchmark Index

If Class B US\$ Shares are subscribed for where the Class B Performance as at the date of subscription is underperforming vis-à-vis the Index Performance calculated as at the date of subscription, the Shareholder will be required to pay a Performance Fee with respect to any subsequent appreciation in the value of those Class B US\$ Shares. With respect to any increase of the Class B Performance from the date of subscription to the end of the next Performance Period, the Performance Fee will be charged at the end of the Performance Period by redeeming such number of the Shareholder’s Class B US\$ Shares that aggregate to a Net Asset Value (after accrual for any Performance Fee) equal to twenty per cent (20%) of any such increase (a “Performance Fee Redemption”). The aggregate Net Asset Value of the Class B US\$ Shares so redeemed will be paid to the Investment Manager as a Performance Fee. Performance Fee Redemptions ensure that the Fund maintains a uniform Net Asset Value per Class B US\$ Share. As regards the Shareholder’s remaining Class B US\$ Shares, a Performance Fee will be charged to the Class B US\$ Shares in the normal manner for Net Percentage Outperformance. In the event that a Shareholder redeems Class B

US\$ Shares midway through a Performance Period and an adjustment is required to such Class B US\$ Shares, such adjustment shall be deducted from the redemption proceeds and shall be paid to the Investment Manager.

2. Subscription at a time when Class B Performance is outperforming the Benchmark Performance

If Class B US\$ Shares are subscribed where the Class B Performance at the time of the subscription is outperforming the Benchmark Performance at the time of subscription, the Shareholder will be required to pay an amount in respect of the then net outperformance per Class B US\$ Share equal to twenty per cent (20%) of the Net Percentage Outperformance multiplied by the then Net Asset Value (before deduction of any accrued performance fee (an "Equalisation Credit"). At the date of subscription the Equalisation Credit will equal the Performance Fee per Class B US\$ Share accrued with respect to the other Class B US\$ Shares (the "Maximum Equalisation Credit"). The Equalisation Credit accounts for the fact that the Net Asset Value per Class B US\$ Share has been reduced to reflect an accrued Performance Fee to be borne by the Class B US\$ Shares and serves as a form of credit against the Performance Fee that might otherwise be payable by Class B US\$ Shares but that should not, in fairness, be charged against the holder of the Class B US\$ Shares making the subscription (because, in relation to the new Class B US\$ Shares, no favourable performance has yet occurred). The Equalisation Credit mechanism seeks to ensure that all Class B US\$ Shares have the same amount of capital at risk per Share.

The additional amount invested as the Equalisation Credit will be at risk in Class B US\$ Shares and will therefore appreciate or depreciate based on the net outperformance of the Class B US\$ Shares subsequent to the issue of the Class B US\$ Shares (but will never exceed the Maximum Equalisation Credit). In the event of a decline as at any Dealing Day in the Net Percentage Outperformance per Class B US\$ Share, the Equalisation Credit will also be reduced by an amount equal to twenty percent (20%) of difference of the Net Percentage Outperformance at the date of issue and as at that Dealing Day. Any subsequent increase in the Net Percentage Outperformance of Class B US\$ Share will result in the recapture of any reduction in the Equalisation Credit but only to the extent of the previously reduced Equalisation Credit up to the Maximum Equalisation Credit.

At the end of each Performance Period, if the Net Percentage Outperformance per B US\$ Share is greater than the Net Percentage Outperformance per Class B US\$ Share at date of subscription, that portion of the Equalisation Credit equal to twenty percent (20%) of the excess, multiplied by the number of Shares subscribed for by the Shareholder, will be applied to subscribe for additional Class B US\$ Shares for the Shareholder.

Additional Shares will continue to be so subscribed for at the end of each Performance Period until the Equalisation Credit, as it may have appreciated or depreciated after the original subscription for Class B US\$ Shares was made, has been fully applied. If the Shareholder redeems his Shares before the Equalisation Credit has been fully applied, the Shareholder will receive additional redemption proceeds equal to the Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Class B US\$ Shares being redeemed and the denominator of which is the number of Class B US\$ Shares held by the Shareholder immediately prior to the redemption (in respect of which an Equalisation Credit was paid on subscription).

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

The Performance Fee with respect to Class B US\$ Shares accrues at each Valuation Point and is payable annually (by reference to the relevant Performance Period) in arrears within 10 days of the end of that Performance Period out of the assets of the Fund attributable to the relevant Shares.

However, if a Shareholder redeems Shares of a Class during a Performance Period on a Dealing Day in respect of which there is an accrued Performance Fee, the accrued Performance Fee attributable to the Shares being redeemed will be crystallised and payable to the Investment Manager.

The Performance Fee will be payable in situations where the Net Asset Value per Share declines over the Performance Period, provided that there has been a Net Percentage Outperformance of the Benchmark over the Performance Period.

The Investment Manager may choose in its absolute discretion not to charge a Performance Fee in respect of a particular Performance Period.

In the event that the Company is liquidated, or the Fund or the Investment Management Agreement is terminated prior to the end of a Performance Period, the Performance Fee will be computed as though the effective date of the liquidation of the Company or termination of the Fund or the Investment Management Agreement, as appropriate, was the end of a Performance Period.

Net realised and unrealised capital gains and net realised and unrealised capital losses will be included in the Performance Fee calculation as at the end of the relevant Performance Period. As a result a Performance Fee may be paid on unrealised gains which may subsequently never be realised.

Sales Commission

It is not the current intention of the Directors to charge sales commission. If at any stage in the future it is proposed to charge sales commission, reasonable notice shall be given to Shareholders.

Conversion Fee

It is not the current intention of the Directors to charge a conversion fee. If at any stage in the future it is proposed to charge a conversion fee, reasonable notice shall be given to Shareholders.

Establishment Costs

The costs of establishing the Fund, which are estimated to amount to approximately US \$26,000, will be amortised over the first three years of the Fund's operation or such other period and in such manner as the Directors may in their discretion determine. The establishment expenses will include legal, regulatory and listing expenses and the initial market registration charges applicable to the Fund and they are included in the Capped Fee outlined above.

8. Dividends and Distributions

The Fund is an accumulating fund and, therefore, it is not currently intended to distribute dividends to the Shareholders. The income and earnings and gains of the Fund will be accumulated and reinvested on behalf of Shareholders.

The Directors may at any time determine to change the policy of the Fund with respect to distribution. If the Directors so determine full details of any such change will be disclosed in an updated prospectus or supplement and all shareholders will be notified in advance of such change becoming effective.

It is intended that the Company will apply annually to HM Revenue and Customs for approval of Class A US\$ and Class B US\$ of the Fund as “reporting funds”. The Directors intend to take all practicable steps, consistent with applicable laws, regulatory requirements and investment objectives and policies of the Fund to facilitate such approval.

Further details are set out under the headings “The Company-Dividend Policy” and “Taxation-UK Taxation” in the Prospectus.

9. Profile of a Typical Investor

It is anticipated that the typical investor in the Fund will be a sophisticated investor with a medium to long investment time horizon who understands, and is able to tolerate, the risks associated with investment in India through a quantitative investment strategy. The typical investor is likely to be either a professional investor or be professionally advised on investment matters. The Fund is expected to have a high volatility.

10. Risk Factors

Some specific risk factors applicable to the Fund are set out below. These should be read in conjunction with the general risk warnings in the Main Prospectus entitled “The Company; Risk Factors”.

The investment risks set out in the Prospectus and this Supplement do not purport to be exhaustive.

General Risks

General Investment Risks

The Fund's success depends on the Investment Manager's ability to implement its investment strategy. Any factor that would make it more difficult to execute timely trades, such as a significant lessening of liquidity in a particular market, may also be detrimental to profitability. No assurance can be given that the investment strategies to be used by the Fund will be successful under all or any market conditions.

Market movements are difficult to predict and are influenced by, among other things, government

trade, fiscal, monetary and exchange control programs and policies; changing supply and demand relationships; national and international political and economic events; changes in interest rates; and the inherent volatility of the marketplace. In addition, governments from time to time intervene, directly and by regulation, in certain markets, often with the intent to influence prices directly. The effects of governmental intervention may be particularly significant at certain times in the financial and currency markets, and such intervention (as well as other factors) may cause these markets and related investments to move rapidly.

Investment and Trading Risks.

All investments involve the risk of a loss of capital. The Investment Manager believes that the Fund's investment program and its research and risk-management techniques moderate this risk through the careful selection of securities and other financial instruments. No guarantee or representation is made that the Fund's investment program will be successful, and investment results may vary substantially over time. The Fund's investment program will utilize such investment techniques as option transactions, limited diversification, margin transactions, short sales and futures and forward contracts, which practices can, in certain circumstances, maximize the adverse impact to which the Fund may be subject.

Active Trading Strategy

As the Investment Manager will manage the Fund's portfolio on an active basis, the Fund will have a very high turnover rate. There is not necessarily a relationship between a high turnover rate and performance. Due to the high turnover rate and the systematic nature of the Fund's investment strategy, transaction costs are expected to be high versus other investment strategies and this may have an impact on the performance of the Fund

FPI registration

The Fund will invest in India through the Mauritian Subsidiary which will be registered as an FPI under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations 2014. The Fund's ability to execute its investment strategy pursuant to such registration will partially depend on continuation of the registration, the loss of which could impair the ability of the Fund to continue making or disposing of its investments in an orderly fashion. Further, any regulatory action or sanction against the Mauritian Subsidiary / Investment Manager as an FPI could adversely affect the Fund's ability to make investments or divestments in a timely manner.

Risks related to India

Given the focus of the investment strategy, the success of the Fund will depend in a large part on the general economic and business conditions in India. Risks associated with the investment in India, including but not limited to the below, could adversely affect the performance of the Fund and result in losses.

Emerging Market risks

The Fund shall invest all or substantially all of its assets in the securities (or instruments thereto) of issuers located in India, which is an emerging country. The value of the securities may be drastically affected by political developments in the country of issuance. In addition, the existing governments in India could take actions that could have a negative impact on the Fund, including nationalization, expropriation, imposition of confiscatory taxation or regulation or imposition of withholding taxes on interest payments.

India has experienced political, economic and/or social instability in the past. Such markets have also experienced dramatic swings in the value of their national currency. There can be no assurance that such instability or such fluctuations will not occur in the future and, if they do occur, that they will not have a substantial adverse effect on the performance of the Fund.

The Indian economy is still in the early stages of modern development and is subject to abrupt and unexpected change. In many cases, the government retains a high degree of direct control over the economy and may take actions having sudden and widespread effects. Also, the economy has a high dependence on a small group of markets. India is prone to have periods of high inflation and high interest rates as well as substantial volatility in interest rates, which could affect the Fund adversely.

Indian securities markets are substantially smaller, less liquid and more volatile than securities markets in the United States and certain other developed countries. Indian stock exchanges, have in the past experienced substantial fluctuations in the prices of securities of issuers listed. They have also experienced problems such as temporary exchange closures, broker defaults, settlement delays and broker strikes which, if they occur again, could affect the market price and liquidity of the securities of Indian companies in which the Fund invests.

Currency Risk/Exchange Rate Risk

Shareholders will pay subscriptions to the Fund in the designated currency of the Class in which investment is proposed (i.e. US Dollars). It is expected that, other than for funds required to meet expenses and funds that are to be distributed, which will be held in US Dollars, the funds of the Fund will then be converted to Indian Rupees (i.e. the principal denominated currency of the assets of the Fund). The Investment Manager does not intend to actively seek on an ongoing basis to hedge the currency exposure arising between the Base Currency and the Indian Rupee. However in accordance with the investment strategy of the Investment Manager relating to the Fund as detailed above, the Investment Manager may decide to hedge the Fund's investment portfolio currency exposure partially or completely.

Although any hedging transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, they may also limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the relevant contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the relevant contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of

any portfolio cannot be assured. It may not be possible to hedge against generally anticipated exchange or interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

The underlying models used by the Investment Manager in its investment strategy might not be a good indication for the future markets and the Investment Manager might end up hedging during Indian Rupee appreciation or not hedging during Indian Rupee depreciation thus affecting performance. The Indian Rupee has witnessed sharp volatility in the recent past and might experience the same in future, and this also may increase the liquidity costs associated with any hedging of the Indian Rupee. Any and all such risks could be passed on to the concerned Shareholders.

The repatriation of capital, dividends, interest and other income may be hampered by changes in Indian regulations concerning exchange controls, tax or political circumstances. In the recent past, the Indian Government has tightened regulatory norms allowing remittance of foreign currency from India, and further limitations on repatriation of foreign currency earnings from India may be imposed in the future. Any amendments to Indian regulations and monetary policy may impact adversely on the Fund's performance and any returns to the Shareholders.

Indian Political and Economic Risks

The Government of India has traditionally exercised, and continues to exercise, a significant influence over many aspects of the economy. Since 1991, successive Indian governments have pursued policies of economic liberalization and financial sector reforms. The current Government has announced its general intention to continue India's current economic and financial sector liberalization and deregulation policies. However there can be no assurance that such policies will be continued and a significant change in the government's policies in the future could affect business and economic conditions in India and could also adversely affect the Fund's business, prospects, financial condition and results of operations. Any political instability in India may adversely affect the Indian securities markets in general, which could also adversely affect the trading price of the Indian securities.

Political, economic, and social factors, changes in Indian law or regulations and the status of India's relations with other countries may adversely affect the value of the Fund's assets. In addition, the Indian economy may differ favourably or unfavourably from other economies in several respects, including the rate of growth of GDP, the rate of inflation, currency fluctuation, resource self-sufficiency and balance of payments position. The Fund does not intend to obtain political risk insurance.

Certain developments, beyond the control of the Fund, such as the possibility of nationalisation, expropriations, or confiscatory taxation, political changes, government regulation, social instability, diplomatic disputes, or other similar developments could adversely affect the Fund's assets. Thus, there can be no assurance that the government policies will continue and any significant change in the Indian government's future policies could affect general business and economic conditions in India and could also affect the Fund's business and investments. In addition, any political instability in India could adversely affect the Indian economy in general, which could also affect the value of the investments of the Fund. India has in the past experienced periods of political instability and, in some cases, civil unrest and clashes.

Severe monsoons or drought conditions could hurt India's agricultural production and dampen momentum in some sectors of the Indian economy, which could adversely affect the performance of the companies in whose securities the Fund invests. The liquidity of the assets and their value may be affected generally by changes in Indian government policy, interest rates and taxation, social and religious instability and political, economic or other developments in or affecting India.

Indian regulatory standards and disclosure standards may be less stringent than standards in developed countries, and there may therefore be less publicly available information about Indian companies than is regularly available about companies located in developed countries. Securities law and regulations in India are still evolving.

Further changes in the market, business, and economic conditions, including, for example, interest rates, foreign exchange rates, inflation rates, industry conditions, competition, technological developments, political and diplomatic events and trends, tax laws and numerous other factors, can affect substantially and adversely the performance of and the development to be undertaken by an Indian company in which the Fund may have invested. None of these conditions will be within the control of the Fund or Investment Manager.

Regulatory Risk

The value and marketability of the Fund's investments may be affected by changes or developments in the legal and regulatory climate in India. The Securities and Exchange Board of India ("SEBI") regulates the securities market in India and legislates from time to time on matters affecting the stock market. SEBI has issued regulations that affect investment in India, including regulations on takeovers, raising funds and insider dealing. SEBI and/or the Government of India may make changes to regulations which may affect the ability of the Fund to make, or exit, investments.

Pricing Guidelines

Pursuant to Foreign Exchange Management Act, 1999 and the rules and regulations of the Reserve Bank of India ("RBI") issued thereunder, foreign investment in Indian companies is subject to certain minimum valuation and pricing guidelines. Such minimum valuation and pricing guidelines may restrict the ability of the Fund to make investments in certain Indian companies at attractive prices. The RBI has also prescribed certain maximum valuation and pricing guidelines for persons and corporations resident outside India that sell securities of Indian companies to resident Indian persons and corporations. Such maximum valuation and pricing guidelines may restrict the ability of the Fund to sell its investments in Indian companies at a price higher than the valuation arrived at in accordance with the stipulated pricing guidelines. In addition, there are similar pricing guidelines for issuing capital instruments in qualified institutional placements, for the issue of Global Depository Receipts and/or American Depository Receipts and for the private sale of listed and unlisted securities.

Financial Instability in Other Countries may Cause Increased Volatility in Indian Financial Markets

The Indian market and the Indian economy are influenced by economic and market conditions in other countries, particularly emerging market countries in Asia. Financial turmoil in Asia, Russia, the

United States, Europe and elsewhere in the world in recent years has affected the Indian economy. Although economic conditions are different in each country, investors' reactions to developments in one country can have adverse effects on the securities of companies in other countries, including India. A loss of investor confidence in the financial systems of other emerging markets may cause increased volatility in Indian financial markets and, indirectly, in the Indian economy in general. Any worldwide financial instability may also have a negative impact on the Indian economy. Any such financial disruption in India may harm the portfolio companies' business or their future financial performance and the prices of their securities, which will in turn affect the Fund's investments and returns.

Regional Hostilities, Terrorist Attacks or Social Unrest in India or Abroad

India has from time to time experienced instances of social, religious, civil unrest and hostilities and other acts of violence involving neighboring countries. India has also experienced instances of civil unrest, hostilities and military confrontations with its neighboring countries, including Pakistan. There have also been incidents in and near India, such as terrorist attacks and troop mobilizations along the border. Events of this nature in the future, as well as social and civil unrest within other countries in Asia, may influence the Indian economy and may have a material adverse effect on the investment by the Fund in securities of Indian companies.

Indian Legal System

The Indian civil judicial process to enforce remedies and legal rights is relatively less developed and subject to delays. Enforcement by the Mauritian Subsidiary of civil rights under the laws of a jurisdiction other than India may be adversely affected by the fact that it may have significant assets in India and the enforcement of the rights against such assets in India will be subject to the delays and other limitations of the Indian judicial system. Regulations regarding the trading in relatively new forms of securities such as derivatives are not fully developed in India, and investments held by the Mauritian Subsidiary on behalf of the Fund in such securities may not be recognized as securities protected by the securities laws in India. In addition, such investments may be traded on exchanges with little liquidity, thus adversely affecting the ability to liquidate these investments.

Downgrading of India's debt rating risk

Any adverse revisions to India's credit ratings for domestic and international debt by international rating agencies may adversely affect the value of the investments of the Fund.

Risks in Relation to Mauritius

There can be no assurance that Mauritius will continue to remain politically and economically stable and thus there may be political risks associated with the Fund investing in a Mauritian entity such as the Mauritian Subsidiary (and so indirectly to the Shareholders investing in the Fund).

Tax Related Risks

India Tax Related Risks

India-Mauritius Double Taxation Treaty

The DTAA has been amended by way of a protocol between the Government of India and the Government of Mauritius which is effective as from 19 July 2016.

Pursuant to the above, under the new paragraph 3A of Article 13 of the DTAA, India is entitled to tax capital gains arising from the disposition on or after April 1, 2017 of shares in a company resident in India. A protection to investments has been granted to shares acquired before April 1, 2017.

New paragraph 3B of Article 13 of the DTAA now caters for a transition rule under which the Indian capital gains rate for shares acquired on or after April 1, 2017 and disposed of before April 1, 2019 is 50% of the full domestic Indian rate. This benefit is conditioned, however, on satisfaction of main purpose and bona fide business LoB tests. Under the LoB, a resident of Mauritius, including a shell/conduit company, shall not be entitled to the benefit of 50% reduced rate of tax, if such resident fails the main purpose test or bona fide business test. A Mauritius resident company shall be deemed to fail the LoB tests if its total expenditure is less than MUR 1.5m (approx. US\$40,000) and if its affairs were arranged with the primary purpose to take advantage of the benefits relating to taxation of capital gains under the DTAA.

Taxation of capital gains after the transition period (on or after April 1, 2019), will be at full rate.

The Mauritius legal framework under which the Mauritian Subsidiary will invest in Asian countries may undergo changes in the future, which could impose additional costs or burdens on the Mauritian Subsidiary's operations. Future changes to Mauritian Law, or the jurisdictions in which the Mauritian Subsidiary invests, or the DTAA, or the interpretations given to them by regulatory authorities could impose additional costs or obligations on the Mauritian Subsidiary's activities and status in Mauritius. Adverse tax consequences would result if the Mauritian Subsidiary does not qualify for the benefits under the DTAA. There can be no assurance that the Mauritian Subsidiary will continue to qualify for or receive the benefits of the DTAA or that the terms of the DTAA will not be changed.

To the extent that the Mauritian Subsidiary does not hold any immovable property in Mauritius, no capital gains tax should be payable in Mauritius in respect of the Mauritian Subsidiary's realised investments in its subsidiaries. Income or gains realised by the Mauritian Subsidiary on disposal of investments are exempt from income tax in Mauritius. Dividends (as defined under Mauritius Income Tax Act 1995) paid by the Mauritian Subsidiary to any corporation or any individual not resident in Mauritius will not be subject to any Mauritian withholding tax. A gain or profit derived from the sale of the Shares by a Shareholder who is non-resident in Mauritius would be exempt in Mauritius from any withholding tax.

The Government of India has inserted provisions on GAAR into Indian law. These provisions will be effective from financial year ending March 31, 2016 (i.e. Assessment Year 2016-17) and have been enacted to restrict tax benefits to transactions or structures that are undertaken with purpose of tax avoidance and lack commercial substance. Once these provisions are implemented and all related

operating guidelines are introduced, the DTAA's applicability to the Mauritian Subsidiary could be denied by tax authorities in India if the structure is assessed to be an 'impermissible avoidance arrangement'.

Withholding Taxes

Interest payments on some securities the Mauritian Subsidiary may own may be subject to withholding taxes, which may reduce net proceeds. Currently, tax rules, regulations and treaties in India are under varying stages of review and revision. There is considerable uncertainty as to whether, in some instances, new tax laws will be enacted and, if enacted, what the scope and content of such laws will be. Consequently, it is possible that the Mauritian Subsidiary may face unfavourable tax treatment, which may materially adversely affect the value of portfolio investments.

Changes in Tax Residency

Subject to applicable laws, in the event the management and control of the affairs of the Mauritian Subsidiary, in whole or in part is construed to be in India, the Mauritian Subsidiary or one or more of its affiliates may be treated as an Indian resident and, as a consequence, be subject to tax in India on its worldwide income.

See "**TAXATION**" above for a more detailed discussion of certain tax considerations relevant to the Fund and prospective investors.

It is not possible to provide here a description of all potential tax risks to a person considering investing in the Fund. Prospective investors are urged to consult their own legal counsel and tax advisors with respect thereto.

Investment Strategy Related Risks

Short Selling

Typically, the Fund will invest on a "long only" basis. This means that its net asset value will rise (or fall) in value based on the market value of the assets it holds. A "short" sale involves the sale of a security that the seller does not own in the hope of purchasing the same security (or a security exchangeable for such security) at a later date at a lower price. To make a delivery to the buyer, the seller must borrow the security and is obligated to return the security (or a security exchangeable for such security) to the lender, which is accomplished by a later purchase of said security. Although the Fund is not permitted to enter into short sales under the UCITS Regulations, the Fund may, by employing certain derivative techniques designed to produce the same economic effect as a short sale (a "synthetic short"), establish both "long" and "short" positions in individual stocks and markets. As a result, as well as holding assets that may rise or fall with markets, the Fund may also hold positions that will rise as the market value falls, and fall as the market value rises. Taking synthetic short positions involves trading on margin and accordingly can involve greater risk than investments based on a long position.