

**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 investment in the Company, you should consult your stock broker, or other independent financial adviser. The value of 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.

The whole text of this document should be read. Your attention is drawn, in particular, to the section headed “Risk Factors” in this document and to the risk factors set out in the relevant Supplement.

## **ONESHARE PLC**

(An open-ended umbrella investment company with variable capital and segregated liability between sub-funds incorporated with limited liability in Ireland under the Companies Act 2014 with registration number 476935 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.

## **PROSPECTUS**

### **PROMOTER**

**First Abu Dhabi Bank PJSC**

The date of this Prospectus is 13 July 2017

## IMPORTANT INFORMATION

This Prospectus should be read in conjunction with the Section entitled “Definitions”.

### The Prospectus

This Prospectus describes OneShare Plc (the “Company”), an open-ended investment company incorporated with variable capital in Ireland and authorised by the Central Bank 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 (“UCITS”). The Company is structured as an umbrella fund with segregated liability between sub-funds and may comprise several portfolios of assets. The share capital of the Company (“Shares”) may be divided into different classes of shares (“Funds”) each representing a separate portfolio of assets and further sub-divided, to denote differing characteristics attributable to particular Shares, into “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.

With regards to the FAB Shariah MENA Dividend Leader Fund, special attention should be paid to the terms and conditions required Islamically in the relevant Supplement. If there are any non-Shariah compliant terms in the Prospectus inconsistent with the terms of the relevant Supplement, the terms of the 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 the Prospectus headed “Report and Accounts”.

### Authorisation by the Central Bank

The Company is both authorised and supervised by 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

Each Class of Shares may be listed on one or more Relevant Stock Exchanges, further details of which will be set out in the relevant Supplement.

## 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 any Shareholder 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 Distributor, the Investment Manager, the Depositary, the Administrator, the Registrar and Transfer Agent 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.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

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 herein.

### *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 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 (save where such offer or sale does not violate United States securities laws). Neither the Company nor any Fund will be registered under the United States Investment Company Act of 1940. **On the subscription or acquisition of Shares, each investor shall be deemed to represent to the Company, the Distributor, the Investment Manager and Administrator that it is not a US Person and that it is not subscribing or acquiring the Shares for the benefit of a US Person.**

## **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 herein or given or made by any broker, salesperson or other person should be regarded as unauthorised 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, accountant, solicitor, independent financial adviser or other professional adviser.

## **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.

## **Risk Factors**

**The difference at any one time between the sale price (to which may be added a sales charge or 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. Investors should refer to the relevant Supplement to determine whether or not a subscription charge or redemption charge is being imposed. As at the date of this Prospectus, it is not the intention of the Directors to charge a redemption price in relation to any of the Funds except in order to deter short term or abusive trading practices in which case details are set out in the relevant Fund Supplement(s). However if the Directors decide to introduce a redemption fee in the future in relation to any one or more Funds, the Directors shall give not less than four weeks' notice to Shareholders of the applicable Fund(s) of their intention to do so. In all circumstances, the maximum redemption fee (if any) that may be charged in relation to any Fund shall not exceed 3% of the applicable redemption amount.**

**Investors should read and consider the section of the Prospectus entitled "Risk Factors" before investing in the Company.**

## DIRECTORY

### OneShare Plc

#### Company's Registered Office

2<sup>nd</sup> Floor, Block E  
Iveagh Court  
Harcourt Road  
Dublin 2  
Ireland

#### Directors

Saleem Khokhar  
Gerald Brady  
Yvonne Connolly  
Claude-Henri Chavanon  
Omeir Jilani

#### Promoter

First Abu Dhabi Bank PJSC  
One NBAD Tower  
Sheikh Khalifa Street  
PO Box 4  
Abu Dhabi  
United Arab Emirates

#### Company Secretary

Carne Global Financial  
Services Limited

2<sup>nd</sup> Floor, Block E  
Iveagh Court  
Harcourt Road  
Dublin 2  
Ireland

#### Depositary

Northern Trust Fiduciary  
Services (Ireland) Limited

Registered Office  
Georges Court  
54-62 Townsend Street  
Dublin 2  
Ireland

#### Administrator, Registrar and Transfer Agent

Northern Trust International Fund  
Administration Services (Ireland)  
Limited

Registered Office  
Georges Court  
54-62 Townsend Street  
Dublin 2  
Ireland

#### Auditors and Irish Tax Advisers

KPMG  
1 Harbourmaster Place,  
IFSC  
Dublin 1  
Ireland

#### Legal Advisers in Ireland

Dillon Eustace  
33 Sir John Rogerson's Quay  
Dublin 2  
Ireland

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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 December 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 Act 2014 and every amendment or re-enactment of the same.
“Additional Transfer Agent”	means any transfer agent appointed in the Secondary Market in conjunction with the Administrator in respect of Dematerialised Shares as disclosed in the relevant Supplement from time to time.
“Administration Agreement”	means the Administration Agreement made between the Company, NBAD and Bank of Ireland Securities Services Limited (subsequently renamed Northern Trust Securities Services (Ireland) Limited) dated 9 March 2010 as novated by way of a novation agreement dated 14 December, 2012 between the Company, NBAD, Northern Trust Securities Services (Ireland) Limited and the Administrator and as may be amended from time to time.
“Administrator”	means Northern Trust International Fund Administration Services (Ireland) Limited or any successor thereto duly appointed in accordance with the requirements of the Central Bank.
“Administrator, Registrar and Transfer Agent”	means Northern Trust International Fund Administration Services (Ireland) Limited.
“AED”	means United Arab Emirates Dirham, the lawful currency for the time being of Abu Dhabi.



“AIMA”	means the Alternative Investment Management Association.
“Application Form”	means any application form to be completed by subscribers for Shares on the Primary Market as prescribed by the Company from time to time.
“Articles”	means the Memorandum and Articles of Association of the Company.
“Auditors”	means KPMG.
“Authorised Participant”	means a person or entity who has been approved by the Company or its delegate to act as an authorised participant in relation to subscriptions and redemptions in the Primary Market for Shares in the Company.
“Base Currency”	means the currency of account of a Fund as shall be specified in the relevant Supplement for that Fund.
“Business Day”	means in relation to a Fund such day or days as shall be specified in the relevant Supplement for that Fund.
CBI UCITS Regulations	means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2015, as may be amended or replaced from time to time, and/or any other requirements and/or conditions of the Central Bank relating to UCITS whether set out in notices, regulations and/or otherwise issued from time to time by the Central Bank pursuant to the Central Bank (Supervision and Enforcement) Act 2013.
“Central Bank”	means the Central Bank of Ireland or any successor entity thereof.
“Class”	means a particular division of Shares in a Fund.
“Class Information Card”	means a Class Information Card attached to a Supplement containing specific information in relation to a particular Class of a Fund.

“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.
“Company”	means OneShare Plc.
“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 and provided that there shall be at least one Dealing Day per fortnight.
“Dealing Deadline”	means in relation to a Fund, such time in respect of each Dealing Day as shall be specified in the relevant Supplement for the Fund.
“Dematerialised Shares”	means, Shares, title to which is recorded on the register of the Company as being in uncertificated form and which may be transferred by means of a computer based settlement system in accordance with the Companies Act, 1990 (Uncertificated Securities) Regulations, 1996 (of Ireland).
“Depositary”	means Northern Trust Fiduciary Services (Ireland) Limited, which acts as depositary of the Company or any successor company approved by the Central Bank as depositary of the Company.
“Depositary Agreement”	means the Depositary Agreement dated 11 July 2016 between the Company and the Depositary as may be amended from time to time, the terms and provisions of which replace the terms and provisions of a custodian agreement between the Company, NBAD and The Governor and Company of the Bank of Ireland dated 9th March 2010 as novated by way of a novation agreement dated 1 June 2011.
“Directors”	means the directors of the Company or any duly authorised committee or delegate thereof.

“EEA”	means the countries for time being comprising European Economic Area.
“Eligible Assets”	means those investments which are eligible for investment by a UCITS as detailed in the Regulations.
“EMIR”	Regulation (EU) No. 648/2012 on OTC derivatives, central counterparties and trade repositories as may be amended, supplemented or consolidated from time to time.
“Euro” “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.
“FAB”	means The First Abu Dhabi Bank PJSC.
“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.
“Global Distribution Agreement”	means the Global Distribution Agreement made between the Company and the Global Distributor dated 18 <sup>th</sup> January, 2013.
“Global Distributor”	means the First Abu Dhabi Bank PJSC or any successor thereto duly appointed.
“Index”	means the index of securities which a Fund may aim to track or replicate, pursuant to its investment objective and in accordance with its investment policies (as set out in the relevant Supplement).
“Initial Price”	means the initial price payable for a Share as specified in the relevant Supplement for each Fund or Class.

“Investment Management Agreement”	means one or more Investment Management Agreement(s) made between the Company and one or more Investment Managers as described in the relevant Supplement.
“Investment Manager”	means any one or more investment managers or any successor(s) thereto appointed by the Company to act as investment manager to one or more Funds as detailed in the relevant Supplement. (In the Prospectus, the term “Investment Manager” shall include each of these entities, unless otherwise indicated).
“IOSCO”	means International Organisation of Securities Commissions.
“Ireland”	means the Republic of Ireland.
“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of a Fund.
“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 Subscription”	means the minimum subscription for Shares on the Primary Market as specified in the relevant Supplement.
“Minimum Redemption”	means the amount as may be specified by the Directors and set out in the relevant Supplement as being the minimum amount in respect of which requests for redemption may be made in the Primary Market.
“Money Market Instruments”	mean instruments normally dealt in on the money

market which are liquid and have a value which can be accurately determined at any time. Money market Instruments are regarded as liquid where they can be repurchased, redeemed or sold at limited cost, in terms of low fees and narrow bid/offer spread, and with very short settlement delay. Money market instruments include but are not limited to US Treasury Bills, certificates of deposit, commercial paper and bankers acceptances.

“NBAD”	means The National Bank of Abu Dhabi PJSC (now First Abu Dhabi Bank PJSC).
“Net Asset Value”	means the Net Asset Value of a Fund or attributable to a Class (as appropriate) calculated as referred to herein.
“Net Asset Value per Share”	means the Net Asset Value of a Fund divided by the number of Shares in issue in that Fund or the Net Asset Value attributable to a Class divided by the number of Shares issued in that Class rounded to four decimal places.
“OECD Member Country”	means each member country of the Organisation for Economic Co-operation and Development.
“OTC”	means Over the Counter.
“Paying Agent”	means one or more paying agents appointed by the Company in certain jurisdictions.
“Primary Market”	The issue of Shares to a person registered or eligible to be registered as the holder of Shares in the register of Shareholders, the redemption of Shares by a person who is registered as the holder of Shares in the register of Shareholders or the transfer of Shares by a person who is registered as the holder of Shares in the register of Shareholders to a person who is registered or eligible to be registered as the holder of Shares in the register of Shareholders.
“Prospectus”	means the Prospectus of the Company and any Supplements and addenda thereto issued in accordance with the requirements of the Regulations.

“Recognised Exchange”	means the stock exchanges or markets set out in Appendix II.
“Regulations”	means the European Communities Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 as amended and any regulations or notices issued by the Central Bank pursuant thereto for the time being in force.
“Relevant Stock Exchange”	means markets on which the Shares of a Fund will be listed as will be disclosed in the relevant Supplement.
“Secretary”	means the company secretary of the Company appointed from time to time.
“Secondary Market”	means with respect to Classes of Shares listed and traded on a Relevant Stock Exchange only, the Relevant Stock Exchanges on which Shares of the Company may be acquired or sold through Authorised Participants/brokers operating on such Relevant Stock Exchanges.
“SFTR”	Regulation EU 2015/2365 of the European Parliament and of the Council on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 as may be amended, supplemented or consolidated from time to time.
“Share”	means 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 U.S. 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 US Internal Revenue Code.

“Supplement”

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

“UCITS”	means an Undertaking for Collective Investment in Transferable Securities established pursuant to the UCITS Directive.
“UCITS Directive”	means the European Council Directive 85/611/EEC of 20 December 1985 as amended, consolidated or substituted from time to time.
Umbrella Cash Account”	means a singular cash account designated in a particular currency opened in the name of the Company on behalf of all Funds 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; and (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.
“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.



## 1. THE COMPANY

### General

The Company is an open-ended investment company with variable capital, incorporated in Ireland on 29 October, 2009 under the Act with registration number 476935. The Company has been authorised by the Central Bank as a UCITS pursuant to the Regulations.

The Company is structured as an umbrella fund consisting of different Funds each comprising one or more Classes. The Shares of each Class of a Fund will rank pari passu with each other in all respects provided that they may differ as to certain matters including but not limited to 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 Subscription, Minimum Redemption, where applicable, Minimum Holding applicable or other particular features as the Directors may from time to time determine. Specific information relating to the characteristics of each Class shall be set out in the relevant Supplement. 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. As further described in the section entitled "Net Asset Value & Valuation of Assets", a separate Net Asset Value per Share will be calculated for each issued Class of Shares.

The Company is an umbrella fund with segregated liability between Funds. Accordingly any liability incurred on behalf of or attributable to any Fund of the Company shall be discharged solely out of the assets of that Fund, and neither the Company nor any director, receiver, examiner, liquidator, provisional liquidator or other person shall apply, nor be obliged to apply, the assets of any such Fund in satisfaction of any liability incurred on behalf of or attributable to any other Fund of the Company, irrespective of when such liability was incurred.

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

If the Directors decide to create additional Funds or Classes, they may, in their discretion, apply for the Shares of such Funds or Classes to be listed on a Relevant Stock Exchange.

### 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.

Pending investment of the proceeds of a placing or offer of Shares or where market or other factors so warrant, a Fund's assets may be invested in Money Market Instruments, including but not limited to certificates of deposit, floating rate notes and fixed or variable rate commercial paper listed or traded on a Recognised Exchange and in cash deposits denominated in such currency or currencies as the Investment Manager may determine.

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 the prior written approval of all Shareholders or without the approval of Shareholders on the basis of a majority of votes cast at a meeting of the Shareholders of the particular Fund duly convened and held. In the event of a change of the investment objective and/or any material change to the investment policy of a Fund, Shareholders in the relevant Fund will be given reasonable notice of such change to enable them redeem their Shares prior to implementation of such a change (save where such changes are made with the prior approval of all Shareholders of the relevant Fund).

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.

Potential investors should be aware that there is no guarantee that a Fund will achieve its investment objective or be profitable. Investors may not receive a return on amounts invested and could lose all or a portion of their investment in any Fund of the Company.

### **Investment Restrictions**

Investment of the assets of each Fund must comply with the 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. Each Fund may also hold ancillary liquid assets.

### **Borrowing Powers**

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

### **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 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 Regulations.

## **Financial Derivative Instruments**

Subject to disclosure in the relevant Supplement, the Company, on behalf of a Fund, may invest in financial derivative instruments including equivalent cash settled 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 relation to such conditions and requirements are set out in Appendix III to this Prospectus.

The financial derivative instruments in which the Company may invest on behalf of each Fund, the purpose and the expected effect of investment in such financial derivative instruments on the risk profile of a Fund are disclosed in the relevant Supplement.

The counterparty to any financial derivative instrument shall be an entity which satisfies the OTC counterparty criteria set down by the Central Bank in the CBI UCITS Regulations or is otherwise approved by the Central Bank and where applicable the Company's credit assessment criteria.

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 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.

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 through the use of Financial Derivative Instruments**

Where disclosed in the relevant Supplement, a Fund may gain exposure to financial indices through the use of financial derivative instruments where considered appropriate to the investment objective and investment policies of the relevant Fund.

The Investment Manager shall only gain exposure to a financial index which complies with the Regulations and the requirements of the Central Bank as set out in the CBI UCITS Regulations and in any guidance issued by the Central Bank 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 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.

However 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 in 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 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 Regulations taking into account both direct and indirect exposure of the Fund to the constituents of the relevant index

### **Total Return Swaps**

Where specified in the relevant Supplement, a Fund may enter into total return swaps for investment purposes in order to generate income or profits in accordance with the investment objective and policies of the relevant Fund, in order to reduce expenses and hedge against risks faced by the Fund.

A total return swap is a derivative contract under which one counterparty transfers the total economic performance, including income from interests and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty. The reference obligation of a total return swap may be any security or other investment in which the relevant Fund is permitted to invest in accordance with its investment objective and policies.

Where it is proposed that the Company on behalf of a Fund enter into a total return swap or other financial derivative instruments with similar characteristics, information on the underlying strategy and composition of the investment portfolio or index will be detailed in the relevant Supplement.

The counterparty to any total return swap or other financial derivative instruments with similar characteristics entered into by the Company on behalf of a Fund shall be an entity which satisfies the OTC counterparty criteria set down by the Central Bank in the CBI UCITS Regulations or is otherwise approved by the Central Bank and where applicable the Company’s credit assessment criteria and shall be an entity which specialises in such transactions.

The failure of a counterparty to a swap transaction may have a negative impact on the return for Shareholders. Where it is proposed that the Company on behalf of a Fund enter into a total return swap or other financial derivative instruments with similar characteristics, the Investment Manager intends to minimise counterparty performance risk by only selecting counterparties with a good credit

rating and by monitoring any changes in those counterparties' ratings. Additionally, any such transactions will only be concluded on the basis of standardised framework agreements (ISDA with Credit Support Annex). Further information relating to the risks associated with investment in total return swaps is disclosed in the section of this Prospectus titled "Risk Factors" – "Risks Associated with Derivatives", "Risks Associated with Total Return Swaps" and "Risks Associated with Collateral Management".

The counterparty to any total return swap or other financial derivative instruments with similar characteristics entered into by the Company on behalf of a Fund shall not assume any discretion over the composition or management of the investment portfolio of that Fund or of the underlying of the total return swap and the counterparty's approval will not be required in relation to any investment portfolio transaction relating to that Fund. Any deviation from this principle shall be detailed further in the relevant Supplement.

### **Efficient Portfolio Management**

Where stated in the relevant Supplement, the Company may, on behalf of a Fund, subject to the requirements of the Central Bank engage in techniques and instruments relating to transferable securities and Money Market Instruments for efficient portfolio management purposes. Efficient portfolio management transactions 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 diversification requirements in accordance with the Regulations and as disclosed in Appendix I to the Prospectus. Such techniques and instruments may include foreign exchange transactions which alter the currency characteristics of transferable securities held by the Fund which are set out in Appendix III to the Prospectus.

Where stated in the relevant Supplement, the Company may also employ (subject to the conditions and within the limits laid down by the Central Bank) techniques and instruments intended to provide protection against exchange and/or interest rate risks in the context of the management of its assets and liabilities. The techniques and instruments which the Company may use on behalf of any Fund include, but are not limited to those set out in Appendix III and, if applicable to a particular Fund, those set out in the relevant Supplement.

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.

### **Collateral**

For the purpose of providing margin or collateral in respect of transactions in financial derivative instruments or any techniques and instruments used for efficient portfolio management purposes, the

Company may transfer, mortgage, charge or encumber any assets or cash forming part of the relevant Fund in accordance with normal market practice.

### *Collateral Management Policy*

In accordance with the requirements of the Central Bank, the Investment Manager will employ a collateral management policy for and on behalf of each Fund in respect of collateral received in respect of financial derivative transactions whether used for investment or for efficient portfolio management purposes. The Investment Manager also employs a collateral management policy for and on behalf of each Fund in respect of collateral received under a repurchase/reverse repurchase contract (“repo contract”) or stocklending agreement.

Any collateral received shall comprise of cash collateral and/or government backed securities of varying maturity which satisfy the requirements of the Central Bank (as outlined in Appendix III) relating to non-cash collateral which may be received by a UCITS. Cash collateral received may be reinvested in accordance with the requirements of the Central Bank at the discretion of the Investment Manager. The level of collateral required to be posted with the Company on behalf of a Fund may vary by counterparty with which the Company trades on behalf of the Fund and where the exchange of collateral relates to initial or variation margin in respect of non-centrally cleared OTC derivatives which fall within the scope of EMIR, the level of collateral will be determined taking into account the requirements of EMIR. In all other cases, collateral may be required from a counterparty where regulatory exposure limits to that counterparty would otherwise be breached. There are no restrictions on the maturity of collateral received by a Fund. The haircut policy applied to posted collateral will be negotiated on a counterparty basis and will vary depending on the class of asset received by the Company on behalf of the Fund, taking into account its credit standing and price volatility and any stress testing carried out to assess the liquidity risk attached to that class of asset and, where applicable, taking into account the requirements of EMIR. The Investment Manager will seek to negotiate collateral agreements to an appropriate market standard.

Where relevant, additional or alternative details of the collateral management policy employed in relation to a particular Fund will be set out in the relevant Supplement.

### **Hedged Classes**

The Company may (but is not obliged to) enter into certain currency related transactions in order to hedge the currency exposure of the assets of a Fund attributable to a particular Class into the currency of denomination of the relevant Class for the purposes of efficient portfolio management. In addition, a Class designated in a currency other than the Base Currency may be hedged against exchange rate fluctuation risks between the designated currency of the Class and the Base Currency. Any financial instruments used to implement such strategies with respect to one or more Classes shall be assets/liabilities of a Fund as a whole but will be attributable to the relevant Class(es) and the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class. Where a Class of Shares is to be hedged this will be disclosed in the Supplement for the Fund in which such Class is issued. Any currency exposure of a Class may not be combined with or offset

against that of any other Class of a Fund. The currency exposure of the assets attributable to a Class may not be allocated to other Classes. Where the Company seeks to hedge against currency fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the Company. However over-hedged positions will not exceed 105% of the Net Asset Value and hedged positions will be kept under review to ensure that positions in excess of 100% of Net Asset Value will not be carried forward from month to month. To the extent that hedging is successful for a particular Class the performance of the Class is likely to move in line with the performance of the underlying assets with the result that investors in that Class will not gain if the Class currency falls against the Base Currency and/or the currency in which the assets of the particular Fund are denominated.

### **Dividend Policy**

The dividend policy and, if applicable, information on the declaration and payment of dividends for each Fund will be specified in the relevant Supplement. The Articles empower the Directors to declare dividends in respect of any Shares in the Company out of the net income of the Company being the income of the Company from dividends, interest or otherwise and net realised and unrealised gains (i.e. realised and unrealised capital gains net of all realised and unrealised losses) less accrued expenses of the Company, subject to certain adjustments. Subject to Section 623 of the Act, any dividend unclaimed after six years from the date when it first became payable or on the winding up of the Company, if earlier, shall be forfeited automatically and shall revert to the relevant Fund, without the necessity for any declaration or other action by the Company.

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

The Net Asset Value per Share will be made available on the internet at [www.nbad.com](http://www.nbad.com) and updated following each calculation of the Net Asset Value. In addition, the Net Asset Value per Share will be available from the offices of the Administrator during normal business hours. The Net Asset Value per Share shall also be available from such other sources as may be set out in the Supplement for the relevant Fund.

### **Risk Factors**

#### ***General***

**The risks described herein 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 a degree of risk.**

**Different risks may apply to different Funds and/or Classes. Investors should review the Supplement of the relevant Fund in which he/she intends to invest as this Supplement may describe risks attaching to a particular Fund or Class which are additional to those described in this section. 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 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". 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.

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

### **Market Risk**

Investors are exposed to market risk which could arise due to changes in the prices of assets purchased and held by a Fund. Changes to such prices may be as a result of changing supply and demand factors, macro-economic factors, company or sector specific factors. The risks described above are greater with respect to investments in Recognised Exchanges located in emerging markets.

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

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

### **Political, Regulatory, Settlement and 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. 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.

### **Liquidity Risk**

Not all securities or instruments invested in by the Funds will be listed or rated and consequently liquidity may be low. Moreover, the accumulation and disposal of holdings in some investments may



be time consuming and may need to be conducted at unfavourable prices. The Funds may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited liquidity.

### **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.

### **Credit Risk**

There can be no assurance that issuers of the securities or other instruments in which the 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.

### **Currency Risk**

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

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

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

to hedge against generally anticipated exchange or interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

### **Share Currency Designation Risk**

A Class of Shares of a Fund may be designated in a currency other than the Base Currency of the Fund. Changes in the exchange rate between the Base Currency and such designated currency may lead to a depreciation of the value of such Shares as expressed in the designated currency. The Fund's Investment Manager may try but is not obliged to mitigate this risk by using financial instruments such as those described under the heading "Currency Risk", provided that such instruments shall not result in over hedged positions exceeding 105% of the Net Asset Value attributable to the relevant Class of Shares of the Fund and hedged positions materially in excess of 100% of Net Asset Value will not be carried forward from month to month. Investors should be aware that this strategy may substantially limit Shareholders of the relevant Class from benefiting if the designated currency falls against the Base Currency and/or the currency/currencies in which the assets of the Fund are denominated. In such circumstances Shareholders of the relevant Class of Shares of the Fund may be exposed to fluctuations in the Net Asset Value per Share reflecting the gains/losses on and the costs of the relevant financial instruments. Financial instruments used to implement such strategies shall be assets/liabilities of the Fund as a whole. However, the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class of Shares of the Fund.

### **Valuation Risk**

A Fund may invest some of its assets in-unquoted securities or instruments. Such investments or instruments will be valued as to their probable realisation value by the Investment Manager which has been appointed by the Company as a competent person for the purposes of valuing illiquid or difficult to value assets. 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.

In certain circumstances, an estimated net asset value of an underlying collective investment scheme in which a Fund invests may be used for valuation purposes. Such estimated prices shall be considered as final prices and shall not be revisited when finalised net asset value of the relevant underlying collective investment scheme become available.

The nature of a Fund's investments, the Index tracked or replicated by a Fund or the financial derivative instruments used by a Fund to achieve tracking or replication of an Index may be complex. In certain circumstances, valuations of these complex instruments or indices may only be available from a limited number of market participants who may also act as counterparties to these transactions. Valuations received from such market participants may therefore be subjective and there may be substantial differences between any available valuations.

### **Cross-Liability for other Funds**

The Company is established as an umbrella fund with segregated liability between Funds. Under Irish law the assets of one Fund are not available to satisfy the liabilities of or attributable to another Fund. However the Company may operate or have assets in countries other than Ireland which may not recognise segregation between Funds and there is no guarantee that creditors of one Fund will not seek to enforce one Fund's obligations against another Fund. As at the date of this document the Directors were not aware of any such existing or contingent liability.

### **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 US and European Union companies.

### **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.

### **Investing in Equities**

To the extent a Fund invests in equity or equity-related investments, it will be subject to equity risk. The values of equity securities may decline due to general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. They may also decline due to factors which affect a particular industry or industries, such as labour shortages or increased production costs and competitive conditions within an industry. Equity securities generally have greater price volatility than fixed income securities.

### **Investing in Other Collective Investment Schemes**

A Fund may purchase shares of other collective investment schemes to the extent that such investment is consistent with its investment objective, policies and restrictions. In such cases, the

relevant Fund may invest in underlying schemes which use substantial leverage for their investments. During periods when underlying schemes are leveraged, any event which may adversely affect the value of any scheme could significantly affect the net assets of the relevant Fund. The amount of leverage employed in the underlying schemes (which may be unlimited) is monitored through the due diligence processes used by the Investment Manager.

The cost of investing in a Fund which purchases shares of other collective investment schemes will generally be higher than the cost of investing in an investment fund that invests directly in individual stocks and bonds. By investing in the relevant Fund, an investor will indirectly bear fees and expenses charged by the underlying funds in addition to the Fund's direct fees and expenses. Where a Fund invests substantially in other collective investment schemes, the risks associated with investing in that Fund may be closely related to the risks associated with the securities and other investments held by the other collective investment schemes.

### **Emerging Markets Risk**

Investment in emerging markets involves risk factors and special considerations which may not be typically associated with investing in more developed markets. Political or economic change and instability may be more likely to occur and have a greater effect on the economies and markets of emerging countries. Adverse government policies, taxation, restrictions on foreign investment and on currency convertibility and repatriation, currency fluctuations and other developments in the laws and regulations of emerging countries in which investment may be made, including expropriation, nationalisation or other confiscation could result in loss to the relevant Fund.

By comparison with more developed securities markets, most emerging countries' securities markets are comparatively small, less liquid and more volatile. This may result in greater volatility in the Net Asset Value per Share of the Fund (and consequently subscription and redemption prices for Shares in the Fund) than would be the case in relation to funds invested in more developed markets. In addition, if a large number of securities have to be realised at short notice to meet substantial redemption requests in the Fund such sales may have to be effected at unfavourable prices which may in turn have an adverse effect on the Net Asset Value per Share of the Fund.

In addition settlement, clearing, safe custody and registration procedures may be underdeveloped increased the risks of error, fraud or default. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in emerging markets may not provide the same degree of investor information or protection as would generally apply in more developed markets. Investments in certain emerging markets may require consents or be subject to restrictions which may limit the availability of attractive investment opportunities to the Fund. Emerging markets generally are not as efficient as those in developed countries. In some cases, a market for the security may not exist locally and so transactions may need to be made on a neighbouring exchange.

Emerging markets securities may incur brokerage or stock transfer taxes levied by foreign governments which would have the effect of increasing the cost of investment and which may reduce the realised gain or increase the loss on such securities at the time of same. The issues of emerging

markets securities, such as banks and other financial institutions, may be subject to less stringent regulation than would be the case for issuers in developed countries, and therefore potentially carry greater risk. In addition custodial expenses for emerging market securities are generally higher than for developed market securities. Dividend and interest payments from, and capital gains in respect of, emerging markets securities may be subject to foreign taxes that may or may not be reclaimable. Laws governing foreign investment and securities transactions in emerging markets may be less sophisticated than in developed countries. Accordingly, the Fund may be subject to additional risks, including inadequate investor protection, unclear or contradictory legislation or regulations and lack of enforcement thereof, ignorance or breach of legislation or regulations on the part of other market participants, lack of legal redress and breaches of confidentiality. It may be difficult to obtain and enforce a judgement in certain emerging markets in which assets of the Fund are invested. Taxation law and practice in emerging countries may not be as well established as that of developed countries. It is possible therefore that the current interpretation of the law or understanding of practice may change or, indeed, that the law in any of these countries may be changed retrospectively. Accordingly, it is possible that the relevant Fund could become subject to taxation in these countries that is not anticipated at the date of the Prospectus or when investments are made, valued or disposed of.

Although the Investment Manager will take reasonable steps to mitigate a Fund's tax liabilities, investors should appreciate that one of the risks inherent in investing in a Fund is the unpredictability of the tax treatment to which it will be subjected in the countries in which it invests.

### **Performance Fee Risk**

The payment of a performance fee to the Investment Manager based on the performance of a Fund 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.

### **Taxation Risk**

Any change in the Company's tax status or in taxation legislation could affect the value of the investments held by the Company and affect the Company's or any Fund's ability to provide the investor returns. Potential investors and Shareholders should note that the statements on taxation which are set out herein are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Prospectus and each Supplement. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Company will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the Company as set out in the section headed "Taxation".

## **Foreign Account Tax Compliance**

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 a 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 (the “**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 Company may take any action in relation to a Shareholder's investment in the Company to redress such non-compliance and/or to 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.

## **Risks Associated with Derivatives**

### General

The prices of derivative instruments, including futures and options prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The use of 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 redemption.

#### *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 price of exchange traded financial derivative instruments may also be subject to changes in price due to supply and demand factors.

#### *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.

#### *Foreign Exchange Transactions*

Where a Fund utilizes 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 derivatives. 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 positions in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights.

A direct counterparty risk is associated with trading in non-collateralised financial derivative instruments. A Fund can reduce a large proportion of the counterparty risk arising from OTC derivative transactions by demanding that collateral equivalent to the amount of the commitment be provided by the respective counterparty. If, however, OTC derivatives are not fully collateralised, the failure of the counterparty may cause the value of the Fund to fall.

### *Legal Risk*

The use of OTC derivatives, such as forward contracts, swap agreements and contracts for difference, may expose a Fund to the risk that the legal documentation of the contract may not accurately reflect the intention of the parties or that the contract may not be enforceable against the counterparty in its jurisdiction of incorporation.

### *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, certain options on currencies and swaps 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. OTC options are not regulated. OTC options are non-exchange traded option agreements, which are specifically tailored to the needs of an individual investor. These options enable the user to structure precisely the date, market level and amount of a given position. The counterparty for these agreements will be the specific firm involved in the transaction rather than a Recognised Exchange and accordingly the bankruptcy or default of a counterparty with which the Fund trades OTC options could result in substantial losses to the Fund. 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. However, regardless of the measures the Fund may implement to reduce counterparty credit risk, 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, including the swaps market, 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.



### *OTC Swap Contracts*

The Company may enter into OTC swap contracts in respect of a particular Fund. Under the relevant OTC swap contract, the relevant counterparty may seek to track or replicate the return in a chosen Index or reference assets for the relevant Fund or provide exposure to a chosen Index or reference assets for the relevant Fund. Due to certain factors beyond the control of the relevant Fund, there is a risk that the return of the Index will not be achieved and the return of the OTC swap may therefore similarly not be achieved.

### *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 may trade. Certain of the instruments in which the Fund may invest may be 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. A 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 a Fund's expectations may produce significant losses to the Fund.

### *Forward Trading*

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

### **Investment Manager and Counterparty Valuation Risk**

The Administrator may consult with an Investment Manager of the relevant Fund with respect to the valuation of certain investments. While there is an inherent conflict of interest between the involvement of an Investment Manager in determining the valuation price of a Fund's investment and the Investment Manager's other duties and responsibilities in relation to the relevant Fund, the Investment Manager may have in place a pricing committee charged with reviewing all pricing procedures which follows industry standard procedures for valuing unlisted investments.

In many cases, the counterparty to a financial derivative instrument may be required to provide valuations of such financial derivative instruments. These daily valuations will form the basis upon which the value of certain assets of a Fund is calculated. Notwithstanding that there may be a potential conflict of interest by virtue of the counterparty providing such valuations; the Company

believes that such conflicts can be adequately managed. In addition, the valuation provided by the relevant counterparty will be verified by an entity independent of the counterparty on a weekly basis.

### **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.

### **Operation of Umbrella Cash Accounts**

The Company has established cash accounts designated in different currencies opened in the name of the Company on behalf of all Funds into which are combined (i) subscription monies received from investors who have subscribed for Shares until such time as the applicable Shares are issued as of the relevant Dealing Day; (ii) redemption monies due to investors who have redeemed Shares until such time as paid to the relevant investors; and (iii) dividend payments owing to Shareholders until such time as paid to such Shareholders. Such cash accounts are defined herein as Umbrella Cash Accounts.

All subscriptions, redemptions or dividends payable to or from any Fund will be channeled and managed through such Umbrella Cash Accounts.

Certain risks associated with the operation of the Umbrella Cash Accounts are set out below in the sections entitled (i) "Application for Shares in the Primary Market" – "*Treatment of Subscription*

*Monies held in an Umbrella Cash Account*"; (ii) "Redemption of Shares in the Primary Market" - *Treatment of Redemption Monies held in an Umbrella Cash Account*"; and (iii) "Dividends and Distributions" respectively.

In addition, investors should note that in the event of the insolvency of another Fund of the Company, recovery of any amounts to which a relevant Fund is entitled, but which may have transferred to such other insolvent Fund as a result of the operation of the Umbrella Cash Accounts will be subject to the principles of Irish trust law and the terms of the operational procedures for the Umbrella Cash Accounts. There may be delays in effecting and/or disputes as to the recovery of such amounts, and the insolvent Fund may have insufficient funds to repay the amounts due to the relevant Fund.

In circumstances where 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 an Umbrella Cash Account, any such investor shall rank as a general creditor of the relevant 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 as of the relevant Dealing Day to the relevant investor, the Company on behalf of the relevant 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 an Umbrella 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/ Shareholder. Therefore in the event that such monies are lost prior to payment to the relevant investor/ Shareholder, the Company on behalf of the relevant Fund may be obliged to make good any losses which the Fund incurs in connection with the loss of such monies to 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.

### ***Risks Associated with Securities Financing Transactions***

#### General

Entering into repurchase agreements, reverse repurchase agreements and stocklending agreements create several risks for the Company and its investors. The relevant Fund is exposed to the risk that a counterparty to a securities financing transaction may default on its obligation to return assets equivalent to the ones provided to it by the relevant Fund. It is also subject to liquidity risk if it is unable to liquidate collateral provided to it to cover a counterparty default. Such transactions may also carry legal risk in that the use of standard contracts to effect securities financing transactions may expose a Fund to legal risks such as the contract may not accurately reflect the intention of the parties or the

contract may not be enforceable against the counterparty in its jurisdiction of incorporation. Such transactions may also involve operational risks in that the use of securities financing transactions and management of collateral are subject to the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. Risks may also arise with respect to any counterparty's right of re-use of any collateral as outlined below under "Risks Associated with Collateral Management".

#### Securities Lending

Where disclosed in the relevant Supplement, a Fund may engage in securities lending activities. As with any extensions of credit, there are risks of delay and recovery. Should the borrower of securities fail financially or default in any of its obligations under any securities lending transaction, the collateral provided in connection with such transaction will be called upon. The value of the collateral will be maintained to a certain level to ensure that the exposure to a given counterparty does not breach any risk-spreading rules imposed under the Regulations. However, there is a risk that the value of the collateral may fall below the value of the securities transferred. In addition, as a Fund may invest cash collateral received under a securities lending arrangement in accordance with the requirements set down in the CBI UCITS Regulations, a Fund will be exposed to the risk associated with such investments, such as failure or default of the issuer or the relevant security.

#### Repurchase Agreements

Under a repurchase agreement, the relevant Fund retains the economic risks and rewards of the securities which it has sold to the counterparty and therefore is exposed to market risk in the event that it must repurchase such securities from the counterparty at the pre-determined price which may be higher than the value of the securities. If it chooses to reinvest the cash collateral received under the repurchase agreement, it is also subject to market risk arising in respect of such investment.

#### Reverse Repurchase Agreements

Where disclosed in the relevant Supplement, a Fund may enter into reverse repurchase agreement. If the seller of securities to the Fund under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Fund will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or reorganisation under applicable bankruptcy or other laws, the Fund's ability to dispose of the underlying securities may be restricted. It is possible, in a bankruptcy or liquidation scenario, that the Fund may not be able to substantiate its interest in the underlying securities. Finally, if a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Fund may suffer a loss to the extent that it is forced to liquidate its position in the market, and proceeds from the sale of the underlying securities are less than the repurchase price agreed to by the defaulting seller.

## **Risks Associated with Total Return Swaps**

Where specified in the relevant Supplement, a Fund may enter into total return swap agreements i.e. a derivative whereby the total economic performance of a reference obligation is transferred from one counterparty to another counterparty. If there is a default by the counterparty to a swap contract, a Fund will be limited to contractual remedies pursuant to the agreement related to the transaction. There is no assurance that swap contract counterparties will be able to meet their obligations pursuant to swap contracts or that, in the event of default, the Company on behalf of the Fund will succeed in pursuing contractual remedies. A Fund thus assumes the risk that it may be delayed in or prevented from exercising its rights with respect to the investments in its portfolio and obtaining payments owed to it pursuant to the relevant contract and therefore may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Furthermore, in addition to being subject to the credit risk of the counterparty to the total return swap, the Fund is also subject to the credit risk of the issuer of the reference obligation. Costs incurred in relation to entering into a total return swap and differences in currency values may result in the value of the index/reference value of the underlying of the total return swap differing from the value of the total return swap.

## **Risks Associated with Collateral Management**

Where a Fund enters into an OTC derivative contract or a securities financing transaction, it may be required to pass collateral to the relevant counterparty or broker. Collateral that a Fund posts to a counterparty or a broker that is not segregated with a third-party custodian may not have the benefit of customer-protected “segregation” of such assets. Therefore, in the event of the insolvency of a counterparty or a broker, the Fund may become subject to the risk that it may not receive the return of its collateral or that the collateral may take some time to return if the collateral becomes available to the creditors of the relevant counterparty or broker. In addition, notwithstanding that a Fund may only accept non-cash collateral which is highly liquid, the Fund is subject to the risk that it will be unable to liquidate collateral provided to it to cover a counterparty default. The Fund is also subject to the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events.

Where cash collateral received by a Fund is re-invested in accordance with the conditions imposed by the Central Bank, a Fund will be exposed to the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested.

Where collateral is posted to a counterparty or broker by way of a title transfer collateral arrangement or where the Company on behalf of a Fund grants a right of re-use under a security collateral arrangement which is subsequently exercised by the counterparty, the Company on behalf of a Fund will only have an unsecured contractual claim for the return of equivalent assets. In the event of the insolvency of a counterparty, the Fund shall rank as an unsecured creditor and may not receive equivalent assets or recover the full value of the assets. Investors should assume that the insolvency of any counterparty would result in a loss to the relevant Fund, which could be material. In addition, assets subject to a right of re-use by a counterparty may form part of a complex chain of transactions over which the Company or its delegates will not have any visibility or control.

Because the passing of collateral is effected through the use of standard contracts, a Fund may be exposed to legal risks such as the contract may not accurately reflect the intentions of the parties or the contract may not be enforceable against the counterparty in its jurisdiction of incorporation.

**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 functions to the Administrator, Registrar and Transfer Agent.

### 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:-

#### Mr. Claude-Henri Chavanon

Mr. Claude-Henri Chavanon is the Head of Products and Services, Wealth and Private Banking at FAB. Since July 2014, he has had management responsibility for the provision of investment-related views, products and services, including, investment management, advisory and trading, for FAB's client base. Previously, Mr. Chavanon had been the Managing Director of NBAD Investment Group, and prior to that, from 2007 to 2013, Mr. Chavanon was the Chief Investment Officer of NBAD Private Bank (Suisse) SA., where he was one of the founding members since its inception in early 2007 and played a pivotal role in the successful growth, both in Switzerland and the UAE. He has over 18 years of experience in investment management and business development across various asset classes. Mr. Chavanon holds a Bachelors Degree in Economics and Business Management with emphasis on Finance from Geneva University (HEC: Hautes Etudes Commerciales).

#### Mr. Saleem Khokhar

Mr. Saleem Khokhar is the Head of Equities at the Investment Management business of FAB . Saleem and his team are responsible for managing FAB's equity mutual funds and discretionary portfolios for SWFs, institutional clients and high net-worth individuals. Saleem has over 23 years of experience in the Asset Management Industry. Prior to joining NBAD, he was the Head of Asset Management Group at EFG-Hermes KSA (Riyadh, KSA). His role was to establish and run the asset management department of EFG-Hermes in Riyadh, Saudi Arabia. Mr. Khokhar also worked in Saudi telecom Company (Riyadh, KSA) in International Mergers & Acquisitions. His role was to formulate M&A strategy and to identify and evaluate prospective mergers and acquisitions. Mr. Khokhar was also a Fund Manager with Abu Dhabi Investment Authority. He was responsible for fund management, trading and buy side research. Emphasis was placed on fundamental and technical analysis, modeling of individual stocks and presentations to the Board. Mr. Khokhar served as a Fund Manager with Tokyo Mitsubishi UFJ (London, UK) for over 9 years, he was responsible for equity, bond and currency strategies as well as trading, economic analysis and research. Mr. Khokhar holds a BSc (Hons), ACA, AIIMR.

### **Ms. Yvonne Connolly**

Ms. Connolly began her career in the funds industry in 1990 and acts as a Director for Irish management companies and funds, as well as Cayman domiciled hedge funds. She has also acted as conducting officer to UCITS management companies and self-managed funds. Ms. Connolly is a specialist in governance, product development, compliance, financial reporting and operations. She is experienced in assisting fund managers and service providers with various aspects of operational development, control and risk management. She is a recognised expert in fund operations and change management and regularly speaks at fund industry conferences.

Prior to joining Carne, Ms. Connolly was Head of Operational Development at State Street (International) Ireland (formerly Deutsche Bank), where she looked after new business take on, product development, system implementation and change management. As a member of the senior management team at State Street, Ms. Connolly reported directly to the CEO and was a key contributor to the overall strategy and direction of the business. Yvonne trained as a chartered accountant with KPMG, specialising in corporate taxation. She is a Fellow of the Institute of Chartered Accountants.

### **Mr. Gerald Brady**

Mr. Gerald Brady is an independent, non-executive director and consultant in the regulated, international financial services industry. Mr. Brady has over 25 years' experience of the funds industry, both as a director and full-time executive, and has held senior executive management positions in Bank of Bermuda, Capita Financial Group and Northern Trust. Mr. Brady has worked both abroad and in Ireland and is a past Council member of the Irish Funds Industry Association (IFIA) and former Executive Board member of Financial Services Ireland/Irish Business and Employers Confederation (FSI/IBEC). Mr. Brady has a First Class Honours degree in Economics and is a Fellow of the Institute of Chartered Accountants of Ireland (FCA) and a Chartered Financial Analyst (CFA).

### **Mr. Omeir Jilani, CAIA,**

Mr. Jilani is currently the Head of Alternative Investments within FAB's Global Markets business.

Having been an integral part of establishing the Alternative Investments desk in 2008, Mr. Jilani is part of the Alternative Investments team responsible for managing Hedge Funds and Private Equity for FAB. He is also an active member of the Global Markets business, representing its view in the Group's Asset Allocation Committee. Additionally, he is also an active member of the Fund Advisory Board and the Investment Review Committee. Since 2010, he has been a key member of the organising team for the annual Global Financial Markets Forum, where he has hosted guests such as such as Dr. Ben Bernanke, General Colin L. Powell, USA (Ret), Dr. Mohamed El-Erian, Nicolas Sarkozy, Tony Blair, Larry Summers, Secretary James Baker, Jean-Claude Trichet, Yanis Varoufakis, David Miliband, Niall Ferguson, Marc Faber, Paul Volcker, Axel Weber, Bob Diamond, to name a few.

Prior to joining NBAD, he was a Portfolio Manager at Union National Bank ("UNB") where he was a



part of the Investment Team responsible for the management of the Bank's proprietary investments of over \$1 billion, that included over \$700 million Fixed Income and Structured Products portfolio and \$150 million of Hedge Funds. Prior to UNB; he was the Investment and Development Analyst at The Private Office of His Highness Dr. Sheikh Sultan Bin Khalifa Al Nahyan (SBK Holdings) in the United Arab Emirates.

Mr. Jilani regularly speaks at Alternative Investments conferences representing asset allocators' perspectives. Mr. Jilani has earned his Honours Bachelors of Commerce (Accounting and Finance with minor in Economics) from Michael G. DeGroote School of Business, McMaster University, Hamilton (Canada) in 2001. He was awarded the Chartered Alternative Investment Analyst (CAIA) designation in March 2010.

The business address of the Directors is the registered office of the Company.

### **Promoter**

First Abu Dhabi Bank PJSC "FAB" (previously known as National Bank of Abu Dhabi PJSC "NBAD") acts as promoter of the Company. FAB was incorporated as a company under United Arab Emirates law in 1968 and is licensed by the Central Bank of the United Arab Emirates to manage assets on a discretionary basis. FAB is one of the largest local mutual fund managers in the United Arab Emirates, with assets under management exceeding AED 8 billion as at 31 December 2016 and has a distinguished track record of providing asset management services within the United Arab Emirates and established the first open-ended equity fund in the United Arab Emirates.

### **Investment Manager(s)**

The Company may appoint one or more Investment Managers in respect of each Fund established by the Company, the details of which will be specified in the Supplement for the relevant Fund.

### **Administrator, Registrar and Transfer Agent**

Northern Trust International Fund Administration Services (Ireland) Limited has been appointed by the Company to act as administrator, registrar and transfer agent under the terms of the Administration Agreement as described in Material Contracts.

The Administrator is a private limited liability company incorporated in Ireland on 15 June 1990 and is an indirect wholly owned subsidiary of Northern Trust Corporation. Northern Trust Corporation and its subsidiaries comprise the Northern Trust Group, one of the world's leading providers of global custody and administration services to institutional and personal investors. As at 31 March 2017, the Northern Trust Group's assets under custody totalled in excess of US\$7.1 trillion. The principal business activity of the Administrator is the administration of collective investment schemes.

The duties and functions of the Administrator include, inter alia, the calculation of the Net Asset Value and the Net Asset Value per Share, the keeping of all relevant records in relation to the Company as

may be required with respect to the obligations assumed by it pursuant to the Administration Agreement, the preparation and maintenance of the Company's books and accounts, liaising with the Auditor in relation to the audit of the financial statements of the Company and the provision of certain Shareholder registration and transfer agency services in respect of Shares in the Company.

The Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Company and is not responsible for the preparation of this document other than the preparation of the above description and accepts no responsibility or liability for any information contained in this document except disclosures relating to it.

The Administrator has a conflicts of interest policy and has procedures for properly identifying and correctly managing potential conflicts of interest that arise within its business areas, between the Administrator and its clients and between its clients. However, in the event that a conflict of interest arises in which Administrator's organisational arrangements are not sufficient to ensure that the risk of damage to the Company or its Shareholders as a result of the conflict is prevented, the Administrator will promptly inform the Company so that appropriate action can be taken.

## **Depositary**

The Company has appointed Northern Trust Fiduciary Services (Ireland) Limited to act as the depositary to the Company. The Depositary is a private limited liability company incorporated in Ireland on 5 July 1990. Its main activity is the provision of custodial services to collective investment schemes. The Depositary is an indirect wholly-owned subsidiary of Northern Trust Corporation. Northern Trust Corporation and its subsidiaries comprise the Northern Trust Group, one of the world's leading providers of global custody and administration services to institutional and personal investors. As at 31 March 2017, the Northern Trust Group's assets under custody totalled in excess of US\$7.1 trillion.

### *Duties of the Depositary*

The duty of the Depositary is to provide safekeeping, oversight and asset verification services in respect of the assets of the Company and each Fund in accordance with the provisions of the Regulations. The Depositary will also provide cash monitoring services in respect of each Fund's cash flows and subscriptions.

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

### *Depositary Liability*

The Depositary Agreement provides that the Depositary shall be liable, (i) in respect of a loss of a

financial instrument held in its custody (or that of its duly appointed delegate) 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 measures to the contrary, and (ii) in respect of all other losses as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the Regulations.

### *Delegation*

Under the terms of the Depositary Agreement, the Depositary may delegate its safekeeping obligations provided that (i) the services are not delegated with the intention of avoiding the requirements of the Regulations, (ii) the Depositary can demonstrate that there is an objective reason for the delegation and (iii) Northern Trust has exercised all due, skill, care and diligence in the selection and appointment of any third party to whom it wants to delegate parts of the Services, and keeps exercising all due skill, care and diligence in the periodic review and ongoing monitoring of any third party to whom it has delegated parts of its safekeeping services and of the arrangements of the third party in respect of the matters delegated to it. The liability of the Depositary will not be affected by virtue of any such delegation. The Depositary has delegated to its global sub-custodian, The Northern Trust Company, London branch, the safekeeping of the Company's financial instruments and cash. The global sub-custodian proposes to further delegate the safekeeping of the Company's financial instruments and cash to sub-delegates, the identities of which are set forth in Appendix IV hereto.

This list may be updated from time to time and is available upon request in writing from the Administrator or the Depositary. The Depositary does not anticipate that there would be any specific conflicts of interest arising as a result of any delegation to The Northern Trust Company or any of the sub-delegates listed in Appendix IV hereto.

Up-to-date information regarding the duties of the Depositary, any conflicts of interest that may arise and the Depositary's delegation arrangements will be made available to investors on request.

### **Distributor(s)**

The Company has appointed the Global Distributor to act as its global distributor.

The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. The fees and expenses of any Local Distributor which are discharged out of the assets of the Funds shall be at normal commercial rates.

### **Paying Agents/Representatives/Local Distributors**

Local laws/regulations in EEA Member States and Non EEA Member States may require the appointment of paying agents/representatives/distributors/correspondent banks ("Paying Agents") and maintenance of accounts by such 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 Paying Agents appointed by the Company which will be at normal commercial rates will be borne by the Company or the Fund in respect of which a Paying Agent has been appointed unless otherwise disclosed in the Supplement relating to the relevant Fund. Where the fees and expenses will be borne by the Company or the Fund, such fees and expenses will be payable only from the Net Asset Value attributable to the Class(es) all Shareholders of which are entitled to avail of the services of the Paying Agent.

### **Secretary**

The Company has appointed Carne Global Financial Services Limited to act as its secretary.

### **Conflicts of Interest**

The Directors, the Investment Manager(s), the Promoter, the Administrator, the Registrar and Transfer Agent, the Depositary and any Distributor appointed with respect to a particular Fund 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 managing or advising other funds, purchases and sales of securities, currency hedging services, banking and investment management services, brokerage services, valuation of unlisted securities (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 be involved in advising or managing other investment funds in which a Fund may invest or which have similar or overlapping investment objectives to or with the Company or Funds.

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 resolved fairly.

The Depositary may act as the depositary of other open-ended investment companies and as trustee or custodian of other collective investment schemes. The Depositary has delegated custody services and asset verification services to The Northern Trust Company, London Branch. The Northern Trust Company has sub-delegated custody services and asset verification services to sub-custodians in certain eligible markets in which the Company may invest.

It is therefore possible that the Depositary and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the Company or a particular Fund or other funds for which the Depositary acts as the depositary, trustee or custodian. The Depositary will, however, have regard in such event to its obligations under the the Depositary Agreement and the Regulations and, in particular, will use reasonable endeavours to ensure that the performance of its duties will not be impaired by any such involvement it may have and that any conflicts which may arise will be resolved fairly and in the best interests of Shareholders collectively so far as practicable, having regard to its obligations to other clients.

There is no prohibition on transactions with the Company by the Investment Manager(s), the Promoter, the Depositary, the Administrator, any Distributor appointed with respect to a particular Fund and any other delegate or sub-delegate of the Company or the Depositary (excluding any non-group company sub-custodians appointed by the Depositary) and any associated or group company of the Company, the Depositary, their delegates or sub-delegates 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 conducted at arm's length and are in the best interests of Shareholders and dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis and

- (a) a person approved by the Depositary (or in the case of a transaction involving the Depositary, the Directors) as independent and competent certifies that the price at which the relevant transaction is effected is fair; or
- (b) the relevant transaction is executed on best terms on an organised investment exchange or other regulated market in accordance with the rules of such exchange or market; or
- (c) where the conditions set out in (a) and (b) above are not practical, the relevant transaction is executed on terms which the Depositary is (or in the case of a transaction involving the Depositary, the Directors are) satisfied conform with normal commercial terms negotiated 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) must document how it has complied with the provisions of paragraph (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) must document their rationale for being satisfied that the transaction conformed to the principles outlined above.

Investors in a Fund may also be counterparties with whom the Company, in respect of a Fund, may enter into OTC swap contracts.

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.

In the event that a conflict of interest does arise, the Company will endeavour, so far as is reasonably possible, to ensure that it is resolved fairly.

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

### **Soft Commissions**

The Investment Manager may effect transactions with or through the agency of another person with whom the Investment Manager or an entity affiliated to the Investment Manager has arrangements under which that person will, from time to time, provide to or procure for the Investment Manager and/or an affiliated party goods, services or other benefits such as research and advisory services, specialised computer hardware or software. No direct payment may be made for such goods and services but the Investment Manager may undertake to place business with that person provided that person has agreed to provide best execution with respect to such business and the services provided must be of the type which assist in the provision of investment services to the Company.

A report will be included in the Company's annual and semi-annual reports describing the Investment Manager's soft commission practices.

### **Cash/Commission Rebates**

Where the Investment Manager, or any of its delegates, successfully negotiates the recapture of a portion of commissions charged by brokers or dealers in connection with the purchase and/or sale of securities, financial derivative instruments or techniques and instruments for the Company or a Fund, the rebated commission shall be paid to the Company or the relevant Fund as the case may be. The Investment Manager or its delegates may be paid/reimbursed out of the assets of the Company or the relevant Fund for reasonable properly vouched costs and expenses directly incurred by the Investment Manager or its delegates in this regard. If the Investment Manager, or any of its delegates, will receive a fee for the arrangement and management of the provision of brokerage services, such fee will be disclosed in the relevant Supplement.

### **3. FEES AND EXPENSES**

#### **Establishment Expenses**

Any outstanding establishment fees and expenses relating to the creation of Funds and Classes as at the date of this Prospectus (including expenses relating to listing on any exchange) are set out in the relevant Supplement.

#### **Operating Expenses and Fees**

Unless otherwise provided for in the relevant Supplement, 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 unless otherwise provided for in the relevant Supplement, in addition to fees and expenses payable to the Administrator Registrar and Transfer Agent, the Depository, the Investment Manager, the Distributor and the Paying Agent appointed by or on behalf of the Company include but are not limited to brokerage and banking commissions and charges, legal 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 update 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 or 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, facsimile and telex expenses 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 in accordance with standard accounting practice, at the discretion of the Directors. While this is not in accordance with Accounting Standards issued by the Accounting Standards Board, and may result in the audit opinion on the annual report being qualified in this regard, the Directors believe that such amortisation would be fair and equitable to investors. 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.

#### **Service Providers' Fees**

Unless otherwise provided for in the relevant Supplement, the annual fees and expenses of the Administrator Registrar and Transfer Agent, the Depository, Investment Manager, the Distributor and any other service providers in respect of each Fund shall be paid out of the assets of the relevant Fund. The details of fees and expenses payable to the service providers in respect of each Fund, which are payable out of the assets of the relevant Fund, shall be disclosed in the relevant

Supplement.

### **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 the 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.

As the Company delegates investment management functions in respect of the Funds, it will in accordance with the requirements of the ESMA Remuneration Guidelines 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.nbad.com](http://www.nbad.com) and a paper copy will be made available free of charge upon request."

### **Subscription Fees, Redemption Fees and Conversion Fees**

Details of any subscription fee, redemption fee and conversion fees payable to the Company will be set out in the relevant Supplement.



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

The Company reserves the right to impose “an anti-dilution levy” representing a provision for market spreads (the difference between the prices at which assets are valued and/or bought or sold), duties and charges and other dealing costs relating to the acquisition or disposal of assets in order to preserve the value of the underlying assets of a Fund in the event of receipt for processing in the Primary Market 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 provision 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 the 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 the Fund including the price of Shares issued or redeemed as a result of requests for conversion unless the Directors approve otherwise.

### **Directors' Fees**

The Articles of Association authorise the Directors to charge a fee for their services at a rate determined by the Directors. Such fees shall be up to a maximum of Euro 100,000 in aggregate per annum. 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.

## 4. THE SHARES

### General

Shares in a Fund may be subscribed for in the Primary Market as detailed below under “Application for Shares in the Primary Market” and in the relevant Supplement to this Prospectus.

Where the Shares of a Class in a Fund are listed and actively traded on a Relevant Stock Exchange, the Shares of that Class may also be acquired or purchased through the Secondary Market. General information on this is detailed below under “Dealing in the Secondary Market where a Fund is an Exchange Traded Fund”. Furthermore where it is intended that Shares of a Class in a Fund will be listed and actively traded on a Relevant Stock Exchange, this will be disclosed in the Supplement relating to the relevant Fund.

Shares issued in a Fund or Class on the Primary Market will be in such form (e.g. registered shares, bearer shares, certificated shares, un-certificated shares, etc) and denominated in such currency as set out in the relevant Supplement. Where Shares in a Fund or Class are issued in registered form, title to Shares will be evidenced by the entering of the investor’s name in writing on the Company’s register of Shareholders. Amendments to a Shareholder’s registration details and payment instructions will only be made following receipt of original written instructions from the relevant Shareholder. Where Shares in bearer form are issued, they will be evidenced by the issue of a bearer certificate, details of which will be inserted in the Company’s register of Shareholders.

Shares will have no par value and save where otherwise disclosed in the relevant Supplement, will first be issued in the Primary Market on the last Business Day 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 in the Primary Market on any Dealing Day at the Net Asset Value per Share. Save where disclosed in the relevant Supplement, it is not intended to impose a subscription fee on Shares subscribed for on the Primary Market.

Any of the Company, Administrator or Distributor or other authorised delegate on behalf of the Company may reject any application for Shares in the Primary Market 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 applicants designated account provided that the applicant’s identity has been verified in accordance with requirements. The Administrator may refuse to pay or delay the return of subscription monies where the requisite information for identity verification purposes has not been produced by the applicant. Furthermore, the Directors reserve the right at any time, without notice, to discontinue the issue and sale of Shares of any Fund of the Company.

The Directors 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, any relevant Distributor, the Depositary, the Administrator, Registrar and Transfer Agent 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.

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.

The Directors have power under the Articles 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. If it shall come to the notice of the Directors or if the Directors shall have reason to believe that any Shares are owned directly or beneficially by any person or persons in breach of restrictions imposed by the Directors or any declarations or information is outstanding (including inter alia any declarations or information required pursuant to anti-money laundering or counter terrorist financing requirements), the Directors shall be entitled (subject to appropriate authority under the Articles) to give notice (in such form as the Directors deem appropriate) of their intention to compulsorily redeem that person's Shares. The Directors may (subject to appropriate authority under the Articles) charge any such Shareholder, any legal, accounting or administration costs associated with such compulsory redemption. In the event of a compulsory redemption, the redemption price will be determined as of the Valuation Point in respect of the relevant Redemption Day specified by the Directors in their notice to the Shareholder. The proceeds of a compulsory redemption shall be paid in accordance with the redemption provisions outlined below.

### **Operation of Cash Accounts in the name of the Company**

The Company has established cash accounts designated in different currencies opened in the name of the Company on behalf of all Funds into which are combined (i) subscription monies received from investors who have subscribed for Shares until such time as the applicable Shares are issued as of the relevant Dealing Day; (ii) redemption monies due to investors who have redeemed Shares until such time as paid to the relevant investors; and (iii) dividend payments owing to Shareholders until such time as paid to such Shareholders. Such cash accounts are defined herein as Umbrella Cash Accounts.

All subscriptions, redemptions or dividends payable to or from any Fund will be channelled and managed through such umbrella cash accounts and no such accounts shall be operated at the level of each individual Fund. However the Company will ensure that the amounts within an Umbrella Cash Account whether positive or negative can be attributed to the relevant Fund in order to comply with the requirement that the assets and liabilities of each Fund are kept separate from all other Funds and that separate books and records are maintained for each Fund in which all transactions relevant to a Fund are recorded.

Further information relating to such accounts is set out in the sections below entitled (i) "Application for Shares in the Primary Market" – "*Treatment of Subscription Monies held in an Umbrella Cash Account*"; (ii) "Redemption of Shares in the Primary Market" - "*Treatment of Redemption Monies held in an Umbrella Cash Account*"; and (iii) "Dividends and Distributions" respectively. In addition, your attention is drawn to the section of the Prospectus entitled "*Risk Factors*" – "*Operation of Umbrella Cash Accounts*" above.

### **Abusive Trading Practices/Market Timing**

The Directors generally encourage investors who acquire Shares to invest in the Funds as part of a long-term investment strategy and discourage 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 in the Primary Market 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 reserves the right to exercise its discretion to reject any subscription or conversion transaction without assigning any reason therefore and without payment of compensation if, in its 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 it deems appropriate to restrict such activities.

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 the Primary Market on a net basis, 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.

### **Application for Shares in the Primary Market**

Initial applications for Shares by investors on the Primary Market should be made using an Application Form obtained from the Administrator but may, if the Directors so determine, be made by telefax subject to prompt transmission to the Administrator of the original signed Application Form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the Directors or their delegate. Redemptions will be processed but no redemption payment will be made until the original Application Form and such other papers as may be required by the Directors or their delegate have been received and all anti-money laundering procedures have been completed.

Subsequent applications by investors to purchase Shares on the Primary Market following the initial subscription may be made to the Company care of the Administrator by telefax or by electronic or other means as may be permitted by the Directors with the agreement of the Administrator (provided that such electronic or other means are in accordance with the requirements of the Central Bank) without a requirement to submit original documentation and such applications should contain such information as may be specified from time to time by the Directors or their delegate.

Applications accepted and received by the Administrator 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, in exceptional circumstances, the Directors in their absolute discretion 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.

Following the expiry of the Initial Offer Period, Shares will be issued at the Net Asset Value per Share plus any applicable duties and charges and payments as described below.

The Directors or their authorised delegate may reject in whole or in part any application for Shares.

### *Settlement of Shares*

Investors should note that unless specified otherwise in the relevant Supplement, subscriptions in a Fund may only be in cash and may not be made on an "in kind" basis unless otherwise agreed in advance with the Company or its delegate.

Subscription monies are payable in the designated currency of the relevant Class. Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form by such time as set out in the relevant Supplement (or where applicable in the Class Information Card contained in such Supplement). No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day or where payments are effected before the settlement date. If payment in respect of subscriptions has not been received by the relevant time, the Directors may cancel the allotment and/or charge the applicant interest at the 7 day London Interbank Offer Rate (LIBOR). In such a case, the Company may charge the applicant for any resulting loss incurred by the relevant Fund. In addition, where the applicant is an existing Shareholder in the Fund, the Directors will have the right to sell all or part of the applicant's holding of Shares in the Fund in order to meet those charges.

Unless otherwise disclosed in the relevant Supplement, it is not the current intention of the Directors to charge a subscription fee.

Subscription monies are payable in the designated currency of the relevant Class.

#### *Treatment of Subscription Monies held in an Umbrella Cash Account*

Subscription monies received from an investor in advance of a Dealing Day in respect of which an application for Shares has been, or is expected to be, received will be held in a cash account in the name of the Company (herein defined as an Umbrella 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 by the Company until such Shares are issued as of the relevant Dealing Day.

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 as detailed above and which are held in an Umbrella 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 in relation to the application for Shares.

Your attention is drawn to the section of the Prospectus entitled "*Risk Factors*" – "*Operation of Umbrella Cash Accounts*" above.

#### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders in the Primary Market will be sent to Shareholders within such period as set out in the relevant Supplement.

Application Forms may be obtained from the Company or the Administrator. The Minimum Subscription, Minimum Redemption and, where applicable, the Minimum Holding for Shares obtained on the Primary Market are set out in the Supplement for each Fund (or where applicable in the Class Information Card contained in such Supplement).

#### *Subscriptions in Specie*

Unless otherwise disclosed in a Fund Supplement and subject to below listed conditions, the Directors may on any Dealing Day allot Shares in any Class on terms that settlement shall be made by the vesting in the Company of assets of the type in which the subscription monies for the relevant Shares may be invested in accordance with the investment objective, policy and restrictions of the relevant Fund.

- (i) No Shares shall be issued until the investments have been vested or arrangements are made to vest the investments with the Depository or its sub-custodian to the Depository's satisfaction;
- (ii) Any such exchange shall be effected on terms that the number of Shares to be issued shall be the number (including, at the Director's discretion, fractions of Shares) which would have been issued at the subscription price for a cash amount equal to the value of the investments including such sum as the Directors may consider represents an appropriate provision for charges arising in connection with the vesting of the investments;
- (iii) The investments to be transferred to the Company shall be valued by applying the rules relating to valuation of investments contained in the Articles;
- (iv) There may be paid to the incoming Shareholder out of the assets of the relevant Fund a sum in cash equal to the value at the current price of any fraction of a Share excluded from the calculation aforesaid; and
- (v) The Depository shall be satisfied that there is unlikely to be any material prejudice to the existing Shareholders of the Company.

#### *Withdrawal of Subscription Requests*

Applications for Shares in the Company 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 application for Shares was made.

None of the Company, any Distributor or the Administrator 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.

## *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 verification of the identity of a beneficial owner of Shares) on a risk sensitive basis and the ongoing monitoring of the business relationship. Politically exposed persons ("PEPs"), being 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.

Depending on the circumstances of each application, a detailed verification of the source of funds may not be required where: (a) the application is made through a recognised intermediary, or (b) investment is made by a recognised intermediary or financial institution. These exceptions will only apply if the financial institution or intermediary referred to above is located in a country which has equivalent anti money laundering legislation to that in place in Ireland. Applicants may contact the Administrator in order to determine whether they meet the above exceptions.

The Administrator, the Distributor, the Company and any other authorised delegate of the Company each reserves the right to request such information as is necessary to verify the identity of an investor and evidence of identity is required for all investors as soon as is reasonably practicable after the initial contact.

In the event of delay or failure by an investor or applicant to produce any information required for verification purposes, the Administrator or where relevant the Distributor or the Company or any other authorised delegate of the Company may refuse to accept the application and subscription monies and return all subscription monies or compulsorily repurchase such Shareholder's Shares. None of the Company, the Directors, the Investment Manager, the Distributor 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 identity verification purposes has not been produced by a Shareholder.

The Application Form may contain certain indemnities in favour of, amongst others, the Directors, the Company, the Administrator, the Depository, the Investment Manager and any relevant distributor in



the event that the applicant fails to comply with the requirements of the Application Form, including the anti-money laundering requirements, for any loss suffered by them as a result.

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 an Umbrella Cash Account and therefore shall remain an asset of the relevant 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.

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 / Shareholders due redemption / dividend monies which are held in an Umbrella 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/ Shareholder may not recover all monies originally paid into an Umbrella 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.

#### *Data Protection Information*

Prospective investors should note that by completing the Application Form they may provide 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. By signing the Application Form, investors acknowledge that they are providing their consent to the Company, the Administrator or the Investment Manager and their delegates, agents and affiliates to hold, use, disclose and process the personal information for one or more of the following purposes:

- (a) to manage and administer the investor's holding in the Company and any related accounts on an on-going basis;
- (b) for any other specific purposes where the investor has given specific consent;
- (c) to carry out statistical analysis and market research;
- (d) to comply with legal, tax and regulatory obligations applicable to the investor and the Company;
- (e) for disclosure and transfer whether in Ireland or elsewhere (including companies situated in countries outside of the European Economic Area which may not have the same data protection laws as in Ireland) to third parties including the investors' financial adviser (where appropriate), regulatory bodies, taxation authorities, auditors, technology providers

or to the Company and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above; or;

(f) for other legitimate business interests of the Company.

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

Pursuant to the Irish Data Protections Acts 1988-2003 as amended (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 in the Primary Market**

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).

Requests for the redemption of Shares by Shareholders in the Primary Market should be made to the Company care of the Administrator by signed facsimile or written communication or through electronic or other means as may be permitted by the Directors with the agreement of the Administrator (provided that such electronic or other means are in accordance with the requirements of the Central Bank) and should include such information as may be specified from time to time by the Directors or their delegate.

Requests for redemption received by the Administrator from a Shareholder prior to the Dealing Deadline for any Dealing Day will be processed on that Dealing Day. Any requests for redemption received from a Shareholder after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day unless the Directors, in exceptional circumstances, in their absolute discretion determine otherwise. Redemption requests from a Shareholder will only be accepted for processing

where cleared subscription monies have been received and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. No redemption payment will be made to a Shareholder 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 and terrorist financing procedures) have been received from the Shareholder and the anti-money laundering procedures have been completed.

The Directors may impose a minimum value of Shares which may be redeemed in any one redemption transaction, in which case such minimum value shall be disclosed in the relevant Supplement or Class Information Card in the Supplement for the relevant Fund. 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 Administrator acting on the instructions of the Investment Manager may redeem the whole of that Shareholder's holding.

#### *Treatment of Redemption Monies held in an Umbrella 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 will be held in a cash account in the name of the Company (herein defined as an Umbrella 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 by the Company 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 an Umbrella 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 entitled "*Risk Factors*" – "*Operation of Umbrella Cash Accounts*" above.

#### *Method and Currency of Payment*

The redemption price per Share shall be the Net Asset Value per Share. Unless otherwise disclosed in the relevant Supplement, it is not the current intention of the Directors to charge a redemption fee and the Directors shall give not less than four weeks' notice to Shareholders of their intention to introduce a redemption fee generally. In the event of a redemption fee being charged, Shareholders should view their investment as medium to long term.

Redemptions paid in cash will normally be paid to redeeming Shareholders in the designated currency of the relevant Class and shall be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator. Redemption payments following processing of instructions received by telefax or by electronic or other means as may be permitted by the Directors with the agreement of the Administrator (provided that such electronic or other means are in accordance with the requirements of the Central Bank) will only be made to the account of record of a Shareholder. If a Shareholder requests to be repaid in any freely convertible currency other than the Base Currency, the necessary foreign exchange transaction may be arranged by the Administrator on behalf of and for the account, risk and expense of the redeeming Shareholder.

#### *Compulsory/Total Redemption*

Shares of the Fund may be compulsorily redeemed and all the Shares may be redeemed in the circumstances described herein under the sub-headings “Compulsory Redemption of Shares” and “Total Redemption of Shares”.

#### *Redemption Limits*

If the number of Shares to be redeemed on any Dealing Day exceeds 10% of the total number of Shares of a Fund in issue on that day or exceeds 10% of the Net Asset Value of the relevant Fund, 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 relevant Fund as the case may be, 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.

#### *Timing of Payment*

Redemption proceeds shall be paid to the redeeming Shareholder within the time frame and in the currency specified in the Supplement for the relevant Fund (or where applicable in the Class Information Card contained in such Supplement).

#### *In Specie Redemptions*

Shareholders should note that redemption requests in a Fund shall only be satisfied through a cash payment to the redeeming Shareholder and shall not be satisfied on an “in kind” basis unless otherwise agreed in advance with the Company or its delegate and disclosed in the relevant Supplement.

Circumstances where the Directors may agree to redemption requests being satisfied on an in-kind basis include the following:

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 above regulatory requirements may be disapplied in the case of any Fund which has been established as an exchange traded fund where the relevant Shareholder has subscribed for Shares in specie. 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 Depository 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.

#### *Withdrawal of Redemption Requests*

Redemption 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 redemption request was made.

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

Prospective investors and Shareholders should be aware that they may be required to pay income tax, withholding tax, capital gains tax, wealth tax, stamp taxes or any other kind of tax on distributions or deemed distributions from the Company or any Fund, capital gains within the Company or any Fund whether or not realised, income received or accrued or deemed received within the Company or any Fund, etc. The requirement to pay such taxes will be according to the laws and practices of the country where the Shares are purchased, sold, held or redeemed and in the country of residence or nationality of the Shareholder and such laws and practices may change from time to time.

Any change in the taxation legislation 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. Potential 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.

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 specified by the Directors or if the holding of Shares by any person is unlawful or is likely to result, is deemed to result or results in any tax, fiscal, legal, regulatory, pecuniary liability or disadvantage or material administrative disadvantage to any of the Company, Shareholders or any Fund. The Company may also redeem any Shares which are held by any person who holds less than the Minimum Holding, if applicable, or does not supply any information or declaration required by the Directors within seven days of a request to do so. 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 therein 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.

Shareholders and prospective investors' attention is drawn to the taxation risks associated with investing in the Company. Please refer to the section headed "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 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 or the redemption of such Shares is approved by a resolution in writing signed by all the holders of Shares in that Class or Fund;
- (c) at the sole discretion of the Directors where they deem it appropriate because a material administrative disadvantage or adverse political, economic, fiscal, regulatory or other changes or circumstances affecting the relevant Fund or Class;
- (d) where the Shares of a Fund are de-listed from a Relevant Stock Exchange and are not listed or re-listed within three months on another Relevant Stock Exchange;
- (e) if the licence agreement relating to a Fund's use of an Index is terminated or where the Index provider ceases to publish a Fund's Index; or

- (f) in circumstances where an OTC swap contract entered into by the Company with respect to a Fund is terminated earlier than its anticipated term for reasons such as modification or cancellation of the relevant Index for that Fund, illegality, material impediment to the counterparty to maintain or effect its hedge.

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 or liquidation of the Company.

### **Conversion of Shares in the Primary Market**

Subject to the approval of the Directors and the Minimum Subscription, Minimum Redemption and Minimum Holding of the relevant Fund or Classes and the provisions relating to the subscription and redemption of Shares in the Primary Market set out above, Shareholders may convert some or all of their Shares in one Fund or Class (“the Original Fund”) to Shares in another Fund or Class or another Class in the same Fund (“the New Fund”) in accordance with the formula and procedures specified below. Applications for conversion of Shares should be made to the Company care of the Administrator by facsimile or written communication or by electronic or other means as may be permitted by the Directors with the agreement of the Administrator (provided that such electronic or other means are in accordance with the requirements of the Central Bank) or as otherwise described in the relevant Supplement and should include such information as may be specified from time to time by the Directors or their delegate. Requests for conversion should be received prior to the earlier of the Dealing Deadline for redemptions in the Original Fund and the Dealing Deadline for subscriptions in the New Fund. Any applications received after such time will be dealt with on the next Dealing Day which is a dealing day for the relevant Funds, unless the Directors in their absolute discretion and in exceptional circumstances otherwise determine provided that such applications are received prior to the relevant Valuation Point. Conversion requests will only be accepted where cleared funds and completed documents are in place from original subscriptions.

Where a conversion request would result in a Shareholder holding a number of Shares of either the Original Fund or the New Fund which would be less than the Minimum Holding for the relevant Fund, the Administrator acting on the instructions of the Investment Manager 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 redeemed.

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

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

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

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.

Applications for conversions received on any one Dealing Day which either singly or when aggregated with other applications for conversion or redemption so received exceed 10% of the Net Asset Value of that Original Fund or 10% of the number of Shares of the Original Fund in issue on that Dealing Day may be subject to such limits as described in the section entitled "Redemption Limits" above.

#### *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.

#### **Transfer of Shares in the Primary Market**

Transfer of Shares in the Primary Market must be effected in writing in any usual or common form or in any other form approved by the Directors from time to time. Every form of transfer must state the full name and address of each of the transferors and the transferees and must be signed by or on behalf of the transferors.

It is not intended to impose a fee for the registration of instruments of transfer.

The registration of transfers in the Primary Market 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.



Shares are freely transferable save that the Directors may decline to register any transfer of Shares if:-

- (i) where a Minimum Holding has been imposed with respect to a Fund or Class and 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 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 Administrator or such other place as the Directors may reasonably request, accompanied, where applicable, by 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 as set out herein or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the Company or the relevant Fund or Class or Shareholders as a whole.

A transfer of Shares issued in dematerialised form in the Primary Market shall be made in accordance with and subject to the Companies Act, 1990 (Uncertificated Securities Regulations, 1996) (S.I. No. 68 of 1996) as may be amended from time to time and conditions imposed thereunder which may affect the Company and facilities and requirements of a generally recognised book entry or other settlement system or clearing system and in accordance with any arrangements made by the Company pursuant to the Articles.

#### **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 the Valuation Point on or with respect to each Dealing Day in accordance with the Articles. The Net Asset Value of a Fund shall be determined as at the Valuation Point for the relevant Dealing Day by valuing the assets of the relevant Fund (including income accrued but not collected) and deducting the liabilities of the relevant Fund (including a provision for duties and charges, accrued expenses and fees, including those to be incurred in the event of a subsequent termination of a Fund or liquidation of the Company and all other liabilities). The Net Asset Value attributable to a Class shall be determined as at the Valuation Point for the relevant Dealing Day by calculating that portion of the Net Asset Value of the relevant Fund attributable to the

relevant Class as at the Valuation Point subject to adjustment to take account of assets and/or liabilities attributable to the Class. Accordingly the Net Asset Value per Share of the different Classes of Shares can differ within each Fund as a result of the declaration/payment of dividends, differing fee and cost structure for each Class of Shares. 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 or in a specific case.

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

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), (h) and (i) will be valued at latest mid-market prices unless otherwise disclosed in the relevant Supplement. 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 or their agent 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 Depositary shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.
- (b) The value of any security which is not quoted, listed or dealt in on a Recognised 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 Depositary. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined using matrix methodology compiled by the Directors whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.
- (c) Cash in hand or on deposit will be valued at its nominal/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 where the instrument is traded. If the settlement price is not available, the instrument may be valued as per unlisted securities and securities which are listed/traded on

a regulated market where the price is unrepresentative/not available. OTC derivative contracts, including without limitation swap contracts and swaptions, which are not cleared by a clearing counterparty will be valued on the basis of the mark to market value of the derivative contract or if market conditions prevent marking to market, reliable and prudent marking to model may be used. OTC derivative contracts, including without limitation swap contracts and swaptions, which are not traded on a regulated market and which are cleared by a clearing counterparty 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 Depositary 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 Depositary (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 and interest rate swap contracts shall be valued in the same manner as OTC derivatives 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) In the case of a Fund which complies with the Central Bank's requirements for a short-term money market fund, the Directors may only use the amortised cost method of valuation in accordance with the Central Bank's requirements where a review of the amortised cost method of valuation vis-à-vis market valuation shall be carried out in accordance with the Central Bank's requirements.
- (h) In the case of a Fund which is a non-money market fund investing in money market instruments or a Fund which complies with the Central Bank's requirements for a money market fund (as opposed to a short-term money market fund), the Directors may value money market instruments in such a Fund using the amortised cost method of valuation in accordance with the Central Bank's requirements.
- (i) The Directors may 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 necessary 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 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 the assets of the Company and each Fund, the following principles will apply:

- (a) in determining the value of investments of a Fund (a) the Directors may value the Investments 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; or (iii) at mid 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;
- (b) Every Share agreed to be issued by the Directors with respect to each Dealing Day shall be deemed to be in issue subsequent to the Valuation Point for the relevant Dealing Day and the assets of the relevant Fund shall be deemed to include only cash and property in the hands of the Depositary and not the amount of cash or other property to be received in respect of Shares agreed to be issued after deducting therefrom (in the case of Shares agreed to be issued for cash) or providing for preliminary charges;
- (c) where investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such investments shall be included and the gross purchase or net sale consideration included 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 and in such event such investments will not be included;
- (d) 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;

- (e) 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;
- (f) 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; and
- (g) 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 not to be reduced by the amount payable upon such redemption;
- (h) 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 Administrator, the Depositary, the Investment Manager, any 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.

Notwithstanding subscription monies, redemption monies and dividend amounts will be held in cash accounts in the name of the Company (herein defined as an Umbrella Cash Accounts) 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 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 (in accordance with paragraph (b) above) subsequent to the Valuation Point in respect of the 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.

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.

The Administrator may from time to time rely in good faith on information provided to it by or on behalf of the Company or others in the course of discharging its duties. Subject and without prejudice to Section 5(a) of the Administration Agreement, the Administrator shall not be liable to the Company for any loss, liability, claim, cost or expense suffered by any person as a result of the Administrator having reasonably relied absolutely or in part upon the authority, accuracy, truth and completeness of information so provided to it including, without limitation, information supplied to the Administrator by or on behalf of the Company in relation to trades in respect of the assets of the Company and in relation to the expenses of the Company or having relied absolutely or in part upon the authority, accuracy, truth and completeness of information furnished to the Administrator by or on behalf of the Company or by any pricing services designated by or on behalf of the Company and used by the Administrator in the course of discharging its duties with respect to net asset valuation calculation provided that the Administrator shall use reasonable care in selecting such third party pricing services other than the Investment Manager or any investment advisor to the Company or their respective

affiliates or any third party pricing services recommended by the Investment Manager or such investment advisor or their affiliates with respect to pricing.

### **Dealing in the Secondary Market where a Fund is an Exchange Traded Fund**

Where the Directors determine that a Fund of the Company will be an exchange-traded fund, Shares of one or more Classes of that Fund will be listed on one or more Relevant Stock Exchanges. Upon such listing, it is expected that members of the Relevant Stock Exchanges will act as market makers and will provide offer and bid prices at which the Shares can be purchased or sold by investors in accordance with the requirements of the Relevant Stock Exchange. The bid/offer spread is typically monitored by the Relevant Stock Exchanges. Authorised Participants will subscribe for Shares on the Primary Market in order to be able to offer to buy Shares from and sell Shares to their customers as part of their broker/dealer business. Through this mechanism, it is expected that a liquid and efficient Secondary Market will develop over time on the Relevant Stock Exchange as they meet the Secondary Market demand for such Shares. Through the operation of such a Secondary Market, persons other than Authorised Participants will be able to buy/trade in Shares from/with other Secondary Market investors or market makers, broker dealers or other Authorised Participants at prices which should approximate, after currency conversion, the Net Asset Value of the Shares. Investors in a Secondary Market will be obliged to provide such information to their broker operating in the Relevant Stock Exchange as is necessary to verify the identity of an investor prior to an account being opened in that investor's name. Investors should contact their broker for further details on the anti-money laundering requirements imposed by the Relevant Stock Exchange.

Investors in a Secondary Market should be aware that the market price of a Share listed or traded on any Relevant Stock Exchange will depend on supply and demand and may not reflect the Net Asset Value per Share. The price of any Share traded on the Secondary Market will correspond approximately to an indicative net asset value published by the Relevant Stock Exchange.

In circumstances where the market price of a Share listed on a Relevant Stock Exchange significantly varies from the Net Asset Value per Share, investors who have bought Shares on the Secondary Market will be offered a facility to sell Shares back to the Company. In such circumstances the Company will notify the Relevant Stock Exchange and/or the applicable registrar of the availability of this facility and the redemption price for any Shares so redeemed will be the Net Asset value per Share less applicable fees and costs (which shall not be excessive). Further details will be provided to investors by the Investment Manager at that time and the availability of any such redemption facility will be subject to completion and provision of certain documentation including, where applicable, anti-money laundering and terrorist financing checks.

Any transactions in the Shares on any Relevant Stock Exchange may be subject to the customary brokerage commissions and or transfer taxes associated with the trading and settlement through that exchange over which the Company has no control. The Company does not charge any sales commission for purchases or transfer fee for sales in the Secondary Market.

There can be no guarantee once the Shares are listed and traded on a Relevant Stock Exchange that

they will remain listed.

Investors should be aware that on days other than Business Days or Dealing Days of a Fund when one or more Relevant Stock Exchanges are trading Shares but the underlying market on which the relevant Index of the Fund is traded are closed, the spread between the quoted bid and offer prices in the Shares may widen and the difference between the market price of a Share and the last calculated Net Asset Value per Share may, after currency conversion, increase. Investors should also be aware that on such days the Index would not necessarily be calculated and available for investors making their investment decisions because prices of the securities comprising the relevant Index would not be available on such days. Nonetheless, one or more stock exchanges may provide a calculation of such Index based upon trading, if any, of such securities comprised in the Index on marketplaces other than the underlying regulated market.

The settlement of trades in Shares on Relevant Stock Exchanges will be through the facilities of one or more recognised clearing and settlement systems following applicable procedures which are available from the Relevant Stock Exchanges.

Where the Directors determine that a Fund of the Company will be an exchange-traded fund, the Directors may at their discretion make available, or may designate other persons to make available on their behalf, on each day on which the Relevant Stock Exchange is open for trading, an indicative net asset value for one or more Shares. Such information, if available on any day on which the Relevant Stock Exchange is open for trading, will be calculated based upon information available during the trading day or any portion of the trading day. The Directors shall make available an indicative net asset value if so required by the Relevant Stock Exchange.

An indicative net asset value is not, and should not be taken to be or relied upon as being the value of a Share or the price at which a Share may be subscribed for or redeemed on a Relevant Stock Exchange. The inability of the Directors or their delegate to provide an indicative net asset value for any period of time will not, in itself, result in Shares not being traded on a Relevant Stock Exchange and will be determined by the rules of the Relevant Stock Exchange in the circumstances. Investors interested in buying or selling Shares on a Relevant Stock Exchange should not rely solely on an indicative net asset value which is made available in making investment decisions but should consider other market information and relevant economic factor (including, where relevant, information regarding the relevant Index, the relevant constituent securities and financial instruments based on the Index corresponding to the relevant Fund).

Neither the Company, the Directors, the Investment Manager, the Distributor nor any other service providers to the Company shall be liable to any person who relies on an indicative net asset value.

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

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



## **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 and the issue, conversion and redemption of Shares in any Fund:

- 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) when settlement or clearing of securities in a recognised clearing and settlement system is disrupted;
- g) when dealings of the Shares which are listed on any Relevant Stock Exchange are restricted or suspended;
- h) following the circulation to the relevant Shareholders of a notice of a general meeting at which a resolution proposing the wind-up of the Company or terminate the relevant Fund is to be considered;
- i) upon mutual agreement between the Company and the Depositary for the purpose of winding up the Company or terminating any Fund; or
- j) if any other reason makes it impossible or impracticable to determine the value of a substantial portion of the investments or the Company or any Fund.

Any suspension of valuation shall be notified to the Central Bank, Relevant Stock Exchanges and any other relevant regulatory authority with respect to any Fund or Class which is listed and the Depository without delay and, in any event, within the same Dealing Day and shall be published on www.nbad.com. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

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

### **Dividends and Distributions**

The Directors are empowered to declare and pay dividends on Shares issued in any Class or Fund in the Company. The dividend policy for each Fund or Class will be set out in the relevant Supplement.

Pending payment to the relevant Shareholder, distribution payments will be held in an account in the name of the Company (herein defined as an Umbrella 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 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.

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. Shareholders due dividend monies which are held in an Umbrella 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 Shareholder may not recover all monies originally paid into an Umbrella Cash Account for onward transmission to that Shareholder.

Your attention is drawn to the section of the Prospectus entitled "*Risk Factors*" – "*Operation of Umbrella Cash Accounts*" above.

## 5. TAXATION

### General

***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 receive 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 re-stated 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.

### Definitions

For the purposes of this section, the following definitions shall apply.

#### “Irish Resident”

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

or

- 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.

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 registered 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.

#### **“Ordinarily Resident in Ireland”**

- 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.

#### **“Exempt Irish Investor”**

- 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)(i) 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 Asset Management Agency;
- 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;
- 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.

### **“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.

### **“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.

### **“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.

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

## **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:

- 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;
- Any transactions (which might otherwise be a chargeable event) in relation to shares held in a recognised clearing system as designated by order of the Irish Revenue Commissioners;
- A transfer by a Shareholder of the entitlement to Shares where the transfer is between spouses and former spouses, subject to certain conditions; or
- 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 in relation 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 30<sup>th</sup> June or 31<sup>st</sup> 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 20<sup>th</sup> 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 the EU Savings Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (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 (“CRS”) – Customer Information Notice” below).

### **Compliance with U.S. 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 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 U.S. 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 an intergovernmental agreement (the “**Irish IGA**”) on the 21<sup>st</sup> 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 are effective from 1 July 2014. Supporting Guidance Notes (which will be updated on an ad-hoc basis) were issued by the Irish Revenue Commissioners on 1 October 2014.

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 30<sup>th</sup> 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.

Each prospective investor should consult their own tax advisor regarding the requirements under FATCA with respect to their own situation.

### **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 Common Reporting Standard (“**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".

Each prospective investor should consult their own tax advisor regarding the requirements under CRS with respect to their own situation.

#### *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 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 section, shall have the same meaning as they have in the Standard and EU Council Directive 2014/107/EU (as applicable).

## 6. GENERAL INFORMATION

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

- (a) The Company was incorporated and registered in Ireland on 29 October, 2009 as an investment company with variable capital with limited liability under registration number 476935. The Company has no subsidiaries.
- (b) The registered office of the Company is as stated in the Directory at the front of the Prospectus.
- (c) Clause 3 of the Memorandum of Association of the Company provides that the Company's sole object is the collective investment in either of both transferable securities and other liquid financial assets referred to in Regulation 68 of the 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. There are 300,000 non-participating shares currently in issue which are held by and on behalf of the Investment Manager.
- (e) No share capital of the Company has been put under option nor has any share capital been agreed (conditionally or unconditionally) to be put under option.

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

- (a) The rights attaching to the Shares issued in any Class or Fund may, whether or not the 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.

### **3. Voting Rights**

The following rules relating to voting rights apply:-

- (a) Fractions of Shares do not carry voting rights.
- (b) Every Shareholder or holder of non-participating shares present in person or by proxy who votes on a show of hands shall be entitled to one vote.
- (c) The chairman of a general meeting of a Fund or Class or any Shareholder of a Fund or Class present in person or by proxy at a meeting of a Fund or Class may demand a poll. The chairman of a general meeting of the Company or at least two Members present in person or by proxy or any Shareholder or Shareholders present in person or by proxy representing at least one tenth of the Shares in issue having the right to vote at such meeting may demand a poll.
- (d) On a poll every Shareholder present in person or by proxy shall be entitled to one vote in respect of each Share held by him and every holder of non-participating shares shall be entitled to one vote in respect of all non-participating shares held by him. A Shareholder entitled to more than one vote need not cast all his votes or cast all the votes he uses in the same way.
- (e) 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 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.

### **4. Dividend Rights**

- (a) Subject to the provisions of the Act, the Company may by ordinary resolution declare such dividends on Shares as appear to the Directors to be justified provided always that no dividend shall exceed the amount recommended by the Directors.
- (b) The amount available for distribution in respect of any Accounting Period shall be the net income of the relevant Fund (whether in the form of dividends, interest or otherwise) and/or net realised and unrealised gains (i.e. realised and unrealised gains net of realised and unrealised losses) during the Accounting Period.
- (c) Dividends which remain unclaimed for six years from the date on which they become payable will be forfeited. On forfeiture such dividends will become part of the assets of the Fund to which they relate. No dividend or other amount payable to any Shareholder shall bear interest against the Company.

## **5. Meetings**

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

## 6. Reports and Accounts

The Company will prepare an annual report and audited accounts as of 31 December in each year and a half-yearly report and unaudited accounts as of 30 June 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 two months of the end of the half year period and in each case will be offered to subscribers before the conclusion of a contract and supplied to Shareholders free of charge on request. The periodic reports and the Articles may be obtained from the Administrator.

## 7. Communications and Notices to Shareholders

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

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

## 8. Directors

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

- (a) Unless otherwise determined by an ordinary resolution of the Company in general meeting, the number of Directors shall not be less than two nor more than nine.
- (b) A Director need not be a Shareholder.
- (c) The Articles 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 resolution or any contract or arrangement or any proposal whatsoever in which he has any material interest or a duty which conflicts with the interests of the Company and shall not be counted in the quorum at a meeting in relation to any resolution upon which he is debarred from voting unless the Directors resolve otherwise. However, a Director may vote and be counted in quorum in respect of any proposal concerning any other company in which he is interested directly or indirectly, whether as an officer or shareholder or otherwise, provided that he is not the holder of 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 respect of the purchase of directors' and officers' liability insurance.

- (i) The office of a Director shall be vacated in any of the following events:-
- (i) if he resigns his office by notice in writing signed by him and left at the registered office of the Company;
  - (ii) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - (iii) if he becomes of unsound mind;
  - (iv) if he is absent from meetings of the Directors for six successive months without leave expressed by a resolution of the Directors and the Directors resolve that his office be vacated;
  - (v) if he ceases to be a Director by virtue of, or becomes prohibited or restricted from being a Director by reason of, an order made under the provisions of any law or enactment;
  - (vi) if he is requested by a majority of the other Directors (not being less than two in number) to vacate office; or
  - (vii) if he is removed from office by ordinary resolution of the Company.

## **9. Borrowing Powers**

Subject to any limits and conditions laid down by the Central Bank, the Directors may exercise all powers of the Company to borrow money or charge its undertaking, property and assets or any part thereof.

## **10. Winding Up**

- (a) The Company, or where relevant, a Fund, may be wound up if:
- (i) At any time after the first anniversary of the incorporation of the Company or the establishment of a Fund, the Net Asset Value of the Company or Fund falls below US\$5,000,000 on each Dealing Day for a period of six consecutive weeks and the Members of the Company or where relevant the Shareholders of the Fund resolve by ordinary resolution to wind up the Company or the Fund as appropriate;
  - (ii) Within a period of three months from the date on which (a) the Depositary notifies the Company of its desire to retire in accordance with the terms of the Depositary Agreement and has not withdrawn notice of its intention to so retire, (b) the appointment of the Depositary is terminated by the Company in accordance with the terms of the Depositary Agreement, or (c) the Depositary ceases to be approved by the Central Bank to act as a Depositary; 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 Members of the Company or where relevant the Shareholders of the Fund resolve by ordinary resolution that the Company or Fund (as appropriate) by reason of its liabilities cannot continue its business and that it be wound up;
  - (iv) The Members of the Company or where relevant the Shareholders of the Fund resolve by special resolution to wind up the Company or Fund as appropriate.
- (b) In the event of a winding up, the liquidator shall, subject to the Act, apply the assets of each Fund in satisfaction of creditors' claims in relation to that Fund in such manner and order as he thinks fit.
- (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 Members 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 case of the winding up of the Company, the payment to the holders of non-participating shares, 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, in the case of the winding up of the Company any balance then remaining and not attributable to any Fund or Class shall be apportioned between the Funds and Classes pro-rata to the Net Asset Value of each Fund or attributable to each Class immediately prior to any distribution to Shareholders and the amounts so apportioned

shall be paid to Shareholders pro-rata to the number of Shares in that Fund or Class held by them.

- (e) The liquidator may, with the authority of an ordinary resolution of the Company or where relevant Fund, divide among the Shareholders (pro rata to the value of their respective shareholdings in the Company or where relevant Fund) in specie the whole or any part of the assets of the Company or where relevant Fund and whether or not the assets shall consist of property of a single kind provided that any Shareholder shall be entitled to request the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit and the liquidation of the Company or where relevant Fund may be closed and the Company or the Fund 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 or where relevant Fund to a company or collective investment scheme (the "Transferee Company") on terms that Shareholders in the Company or the relevant Fund shall receive from the Transferee Company shares or units in the Transferee Company of equivalent value to their shareholdings in the Company or relevant Fund.
- (f) Notwithstanding any other provision contained in the Articles, should the Directors at any time and in their absolute discretion resolve that it would be in the best interests of the Members to wind up the Company or in the best interests of the Shareholders to wind up a Fund, the Secretary shall forthwith at the Directors' request convene an extraordinary general meeting of the Company or where relevant Fund at which there shall be presented a proposal to appoint a liquidator to wind up the Company or where relevant Fund and if so appointed, the liquidator shall distribute the assets of the Company or the Fund in accordance with the Memorandum and Articles.

## **11. Indemnities and Insurance**

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 (other than in the case of fraud, negligence or wilful default). The Company acting through the Directors is empowered under the Articles to purchase and maintain for the benefit of persons who are or were at any time Directors or officers of the Company insurance against any liability incurred by such persons in respect of any act or omission in the execution of their duties or exercise of their powers.

## **12. Directors**

- (a) No Director has (i) any unspent convictions in relation to indictable offences; or (ii) been bankrupt or the subject of an involuntary arrangement, or has had a receiver appointed to any

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

- (b) None of the Directors or any connected persons have any interests, direct or indirect, in the share capital of the Company.
- (c) 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:-
  - (i) Mr. Chavanon, Mr. Khokhar and Mr. Jilani who are employees of First Abu Dhabi Bank PJSC which acts as promoter of the Company and which entity may be appointed as Investment Manager of one or more Funds, as disclosed in the relevant Supplements; and
  - (ii) Ms. Yvonne Connolly who is a principal of Carne Global Financial Services Limited which acts as company secretary of the Company.
- (d) None of the Directors has a service contract with the Company nor are any such service contracts proposed.

### **13. Material Contracts**

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

- (a) Administration Agreement under which the Administrator was appointed as administrator to administer the affairs of the Company, subject to the terms and conditions of the Administration Agreement and subject to the overall supervision of the Directors. Pursuant to the provisions of the Administration Agreement, the Administrator was also appointed as Registrar and Transfer Agent of each Fund and Class, save where otherwise agreed in writing between the Administrator and the Company. The Administration Agreement may be terminated by the Company or the Administrator on ninety (90) days written notice (or by such shorter notice as agreed in writing by the parties) or forthwith by notice in writing in certain



circumstances such as the insolvency of any party or unremedied breach after notice. The Agreement provides that the Company shall indemnify the Administrator against and hold it harmless from any liabilities, damages, costs, claims and expenses (including legal fees on a full indemnity basis and amounts reasonably paid in settlement) incurred by the Administrator, its directors, officers or employees in the performance of its duties other than due to the negligence, fraud, bad faith, wilful default or recklessness of the Administrator in the performance of its obligations.

- (b) Depositary Agreement under which the Depositary has been appointed as depositary of the Company's assets subject to the overall supervision of the Directors. This agreement provides that the appointment of the Depositary will continue unless and until terminated by the Company or the Depositary giving to the other parties not less than 90 days' written notice although in certain circumstances the 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 by the Central Bank has been appointed and provided further that if no replacement for the Depositary has been appointed in accordance with Regulation 32 of CBI UCITS Regulations and the Depositary is unwilling or unable to act as such, then (a) a general meeting of the Company will be convened at which an ordinary resolution or such a resolution passed by such majority as is specified in the Articles to wind up or otherwise dissolve the Company is proposed and (b) the appointment of the Depositary may be terminated only upon the revocation of the authorisation of the Company. This Agreement contains certain indemnities in favour of the Depositary (and each of its officers, employees and delegates) which are restricted to exclude matters arising by reason where the Depositary is liable for loss of financial instruments in accordance with the provisions of the Depositary Agreement and the Regulations or by reason of the negligent or intentional failure of the Depositary in the performance of its duties.
- (c) Global Distribution Agreement under which the Global Distributor agrees to act as non-exclusive distributor of the Shares. The Global Distribution Agreement may be terminated by either party on giving not less than 90 day's prior written notice to the other party. The Global Distribution Agreement may also be terminated forthwith by either party giving notice in writing to the other party upon certain unremedied breaches or upon the insolvency of a party (or upon the happening of a like event). The Global Distribution Agreement provides that the Company shall hold harmless and indemnify the Distributor against all actions, proceedings, damages, claims, costs, demands and expenses arising therefrom which may be brought against, suffered or incurred by the Global Distributor in the performance of its duties under the Agreement otherwise than due to the wilful default, fraud or negligence of the Global Distributor.

Any additional material contracts which will be entered into by the Company, including any Investment Management Agreement with respect to one or more Funds, not being contracts entered into in the ordinary course of business, will be detailed in the relevant Supplement to this Prospectus.

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

Copies of the following documents may be inspected free of charge at the registered office of the Company in Ireland during normal business hours on any Business Day:-

- (a) The Memorandum and Articles.
- (b) The Act and the Regulations.
- (c) The material contracts detailed above.
- (d) Once published, the latest annual and half yearly reports of the Company.

Copies of the Prospectus, Key Investor Information Documents, Memorandum and Articles and the latest annual and half yearly reports of the Company may also be obtained free of charge by Shareholders from the Administrator or FAB.

**Appendix I**  
**UCITS Investment Restrictions Template**

<b>1</b>	<b>Permitted Investments</b>
	Investments of a UCITS are confined to:
<b>1.1</b>	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.
<b>1.2</b>	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
<b>1.3</b>	Money market instruments other than those dealt on a regulated market.
<b>1.4</b>	Units of UCITS.
<b>1.5</b>	Units of AIFs
<b>1.6</b>	Deposits with credit institutions
<b>1.7</b>	Financial derivative instruments
<b>2</b>	<b>Investment Restrictions</b>
<b>2.1</b>	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.
<b>2.2</b>	<p>Recently Issued Transferable Securities</p> <p>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 2011 apply.</p> <p>Paragraph (1) does not apply to an investment by a responsible person in US Securities known as “ Rule 144 A securities” provided that;</p> <p>(a) the relevant securities have been issued with an undertaking to register the securities with the SEC within 1 year of issue; and</p> <p style="padding-left: 40px;">(b) 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.</p>
<b>2.3</b>	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%.
<b>2.4</b>	The limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a UCITS invests more than 5% of its net assets in these bonds issued by one

issuer, the total value of these investments may not exceed 80% of the net asset value of the UCITS. **This restriction need not be included unless it is intended to avail of this provision and reference must be made to the fact that this requires the prior approval of the Central Bank.**

- 2.5** The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
- 2.6** The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
- 2.7** Deposits with any single credit institution other than a credit institution specified in Regulation 7 of the Central Bank 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 Depositary 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; a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand
- 2.9** Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:
- investments in transferable securities or money market instruments;
  - deposits, and/or
  - counterparty risk exposures arising from OTC derivatives transactions.
- 2.10** The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.
- 2.11** Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.
- 2.12** A UCITS may invest up to 100% of net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international body of which one or more Member States are members.

The individual issuers must be listed in the prospectus and may be drawn from the following list: OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, European Investment

	<p>Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC, Export-Import Bank.</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>
<b>3</b>	<b>Investment in Collective Investment Schemes (“CIS”)</b>
<b>3.1</b>	A UCITS may not invest more than 20% of net assets in any one CIS.
<b>3.2</b>	Investment in AIFs may not, in aggregate, exceed 30% of net assets.
<b>3.3</b>	The CIS are prohibited from investing more than 10 per cent of net assets in other open-ended CIS.
<b>3.4</b>	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.
<b>3.5</b>	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.
<b>4</b>	<b>Index Tracking UCITS</b>
<b>4.1</b>	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 Central Bank UCITS Regulations and is recognised by the Central Bank
<b>4.2</b>	The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.
<b>5</b>	<b>General Provisions</b>
<b>5.1</b>	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 unitholders.
- 5.7** Neither an investment company, ICAV nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:
- transferable securities;

	<ul style="list-style-type: none"> <li>- money market instruments*;</li> <li>- units of investment funds; or</li> <li>- financial derivative instruments.</li> </ul>
<b>5.8</b>	A UCITS may hold ancillary liquid assets.
<b>6</b>	<b>Financial Derivative Instruments ('FDIs')</b>
<b>6.1</b>	The UCITS global exposure relating to FDI must not exceed its total net asset value.
<b>6.2</b>	Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank 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 Central Bank UCITS Regulations.)
<b>6.3</b>	UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that <ul style="list-style-type: none"> <li>- The counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.</li> </ul>
<b>6.4</b>	Investment in FDIs are subject to the conditions and limits laid down by the Central Bank

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\* Any short selling of money market instruments by 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, 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 (other than Malta); or
- located in any Member State of the European Economic Area (European Union, Norway, Iceland and Liechtenstein); 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                   |
| Argentina              | - | Bolsa de Comercio de Mendoza                   |
| Bahrain                | - | Bahrain Stock Exchange                         |
| Bangladesh             | - | Dhaka Stock Exchange                           |
| Bangladesh             | - | Chittagong Stock Exchange                      |
| Bermuda                | - | Bermuda Stock Exchange                         |
| Bosnia and Herzegovina | - | Banja Luka Stock Exchange                      |
| Bosnia and Herzegovina | - | Sarajevo Stock Exchange                        |
| Botswana               | - | Botswana Stock Exchange                        |
| Brazil                 | - | Bolsa de Valores de Rio de Janeiro             |
| Brazil                 | - | Bolsa de Valores de Bahia-Seripe-Alagoas       |
| Brazil                 | - | Bolsa de Valores de Extremo Sul                |
| Brazil                 | - | Bolsa de Valores Minas-Espírito Santo-Brasília |
| Brazil                 | - | Bolsa de Valores de Paraná                     |
| Brazil                 | - | Bolsa de Valores de Pernambuco e Paraíba       |



Brazil	-	Bolsa de Santos
Brazil	-	Bolsa de Valores Regional
Brazil	-	Bolsa de Valores, Mercadorias & Futuros de Sao Paulo
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 Occidente
Egypt	-	Alexandria Stock Exchange
Egypt	-	Cairo Stock Exchange
Ghana	-	Ghana Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Calcutta Stock Exchange
India	-	Chennai Stock Exchange
India	-	Cochin Stock Exchange
India	-	Delhi Stock Exchange
India	-	Gauhati Stock Exchange
India	-	Hyderabad Stock Exchange
India	-	Ludhiana Stock Exchange
India	-	Magadh Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
India	-	Pune Stock Exchange
India	-	The Stock Exchange – Ahmedabad
India	-	Uttar Pradesh Stock Exchange
Indonesia	-	Jakarta Stock Exchange
Indonesia	-	Surabaya Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Jordan	-	Amman Financial Market
Kazakhstan	-	Kazakhstan Stock Exchange
Kazakhstan	-	Central Asian Stock Exchange
Kenya	-	Nairobi Stock Exchange
Kuwait	-	Kuwait Stock Exchange
Malaysia	-	Bursa Malaysia
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Morocco	-	Societe de la Bourse des Valeurs de Casablanca
Namibia	-	Namibian Stock Exchange

Nigeria	-	Nigerian Stock Exchange in Lagos
Nigeria	-	Nigerian Stock Exchange in Kaduna
Nigeria	-	Nigerian Stock Exchange in Port Harcourt
Oman	-	Muscat Stock Exchange
Pakistan	-	Islamabad Stock Exchange
Pakistan	-	Karachi Stock Exchange
Pakistan	-	Lahore Stock Exchange
Panama	-	Bolsa de Valores de Panama
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Qatar	-	Doha Stock Exchange
Russia	-	Russian Trading System
Saudi Arabia	-	Saudi Stock Exchange
Serbia	-	Belgrade Stock Exchange
Singapore	-	Singapore Exchange
South Africa	-	JSE Limited
South Korea	-	Korea Stock Exchange
	-	KOSDAQ Market
Sri Lanka	-	Colombo Stock Exchange
Taiwan		
(Republic of China)	-	Taiwan Stock Exchange Corporation
Taiwan		
(Republic of China)	-	Gre Tai Securities Market
Tanzania	-	Dar-es-Salaam Stock Exchange
Thailand	-	Stock Exchange of Thailand
Tunisia	-	Bourse des Valuers Mobilieres de Tunis
Turkey	-	Istanbul Stock Exchange
Uganda	-	Uganda Securities Exchange
Uganda	-	ALTX
United Arab Emirates	-	Abu Dhabi Securities Exchange
		Dubai Financial Market
		Dubai International Financial Exchange
Uruguay	-	Bolsa de Valores de Montevideo
Vietnam	-	Hanoi Stock Exchange
Vietnam	-	Ho Chi Minh City Securities Trading Center
Zambia	-	Lusaka Stock Exchange

(iii) any of the following markets:

Moscow Exchange;

the market organised by the International Securities Market Association;

the market conducted by the “listed money market institutions”, as described in the FSA 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;

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 over-the-counter market in the United States regulated by the Financial Industry Regulatory Authority. (also described as the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the Financial Industry Regulatory Authority (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 Négociables (over-the-counter market in negotiable debt instruments);

the over-the-counter market in Canadian Government Bonds, regulated by the Investment Industry Regulatory Organisation of Canada.

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

- in a Member State;
- in a Member State in the EEA;

in the United States of America, on the

- Chicago Board of Trade;
- Chicago Board Options Exchange;
- Chicago Mercantile Exchange;
- ICE Futures US;
- New York Mercantile Exchange;

in Canada, on the the Montreal Exchange;

in China, on the China Financial Futures Exchange;

in Hong Kong, on the Hong Kong Futures Exchange;

in Japan, on the

- Osaka Securities Exchange;

- Tokyo Financial Exchange;
- Tokyo Stock Exchange;

in New Zealand, on the New Zealand Futures and Options Exchange;

in Singapore, on the

- Singapore Commodity Exchange;
- SGX;

in Switzerland, on the SWX Swiss 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**

#### **Techniques and Instruments for the Purpose of Efficient Portfolio Management**

The following conditions apply to a Fund where the Supplement in respect of that Fund provides that techniques (such as repurchase agreements, reverse repurchase agreements, stocklending agreements etc.) and /or instruments (such as financial derivative instruments) may be used for efficient portfolio management,

Techniques and instruments such as derivative contracts, repurchase/reverse repurchase and stocklending agreements may be used for the purposes of efficient portfolio management where the objectives of the techniques and instruments are:-

- (i) hedging (i.e. reduction of risk); and/or
- (ii) performance enhancement (i.e. reduction of cost, generation of additional capital or income, etc);

provided such techniques and instruments do not cause the Fund to diverge from its investment objectives or add substantial supplementary risks in comparison to the general risk policy disclosed in the Prospectus.

The use of techniques and instruments for efficient portfolio management may expose a Fund to the risks disclosed under the heading "Risk Factors".

#### **Derivative Contracts**

Derivatives used for investment or efficient portfolio management will comply with the Regulations. Please refer to sections 6.1 to 6.4 of Appendix I in this Prospectus which sets out some of the UCITS regulatory requirements where financial derivative instruments are used.

In addition, the following provisions must be complied with:

A Fund may engage in transactions in derivative instruments for the purpose of efficient portfolio management provided that:

- (i) the relevant reference items or indices, consist of one or more of the following: transferable securities, money market instruments, collective investment schemes, deposits, financial indices, interest rates, foreign exposure rates or currencies; and
- (ii) the derivative instruments do not expose the Fund to risks which it could not otherwise assume (e.g. gain exposure to an instrument/issuer/currency to which the Fund cannot have a direct exposure); and
- (iii) the derivative instruments do not cause the Fund to diverge from its investment objectives.

The Fund will be permitted to use derivative instruments traded on over-the-counter (“OTC”) markets provided that:

- (i) the counterparty is a credit institution listed in section 2.8 of Appendix I of this Prospectus or is an investment firm, authorised in accordance with the Markets in Financial Instruments Directive in an EEA Member State, or is a group company of an entity issued with a bank holding company licence from the Federal Reserve of the United States of America where that group company is subject to bank holding company consolidated supervision by that Federal or is some other entity approved by the Central Bank to act as an OTC counterparty;
- (ii) in the case of an OTC FDI counterparty which is not a credit institution listed in (i) above, the Investment Manager shall, on behalf of the Company, carry out an appropriate credit assessment on the relevant counterparty, to include, amongst other considerations, external credit ratings of the counterparty, regulatory supervision applied to the relevant counterparty, country of origin of the counterparty, legal status of the counterparty, industry sector risk and concentration risk. Where the counterparty is (a) subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the Investment Manager in the credit assessment process; and (b) where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in subparagraph (a) this shall result in a new credit assessment being conducted of the counterparty by the Investment Manager without delay;
- (iii) in the case of a subsequent novation of the OTC derivative instrument contract, the counterparty is one of the entities set out in paragraph (i) or a central counterparty (“CCP”) authorised and recognised by ESMA under EMIR or pending recognition by ESMA under Article 25 of EMIR, an entity classified as a derivatives clearing organisation by the Commodity Futures Trading Commission or by a clearing agency by the SEC (both CCPs); and
- (iv) risk exposure to the OTC counterparty does not exceed the limits set out in the Regulations.

The Fund may net derivative instruments with the same counterparty provided that the Fund is able legally to enforce netting arrangements with the counterparty. Risk exposure to an OTC counterparty may be reduced where the counterparty will provide a Fund with collateral.

Collateral received by a Fund under the terms of a financial derivative instrument will at all times meet with the requirements relating to collateral set out below in this Appendix III under the section titled “Repurchase/Reverse Repurchase and Stocklending Agreements”

The use of derivative contracts for efficient portfolio management may expose a Fund to the risks disclosed under the heading “Risk Factors” in this Prospectus.

Examples of derivatives which the Company may enter into on behalf of a Fund for efficient portfolio management purposes include inter alia:-

### Forwards

*Forwards* may be used for efficient portfolio management purposes as follows: (a) to protect the strength of the Base Currency of a Fund; (b) to mitigate the exchange rate risk between the Base Currency of a Fund and the currency in which Shares in a class of a Fund are designated where that designated currency is different to the Base Currency of a Fund; and/or (c) to mitigate the exchange rate risk between the designated currency of a particular class and the currency of denomination of the assets of a Fund attributable to that class where the currency of denomination is different to the designated currency of the class (d) to gain exposure to markets which are not easily accessible whereby cost effective exposure via forwards is offered to the interest rates, currencies and/or the prices of underlying assets in which a Fund may invest directly.

### Futures

A transferable exchange traded futures contract that specifies the price at which a specified underlying can be bought or sold at a future date. A Fund may purchase and sell various kinds of futures contracts in order to hedge against changes in interest rates, currencies and/or the prices of underlying assets in which a Fund may invest directly. In addition futures may be used to gain exposure to positions where it is more efficient to do so through the use of derivatives than investing directly and/or to gain exposure to markets or positions in which a Fund cannot invest directly. Since these contracts are marked-to-market daily, a Fund can by closing out its position exit from its obligation to buy or sell the underlying prior to the contract's delivery date. A Fund may embark on occasional speculative trading to enhance returns to the Fund.

### Options

The option grants the holder the right, but not the obligation, to buy or sell underlying at a specified price during a specified period of time. The options may be used to gain exposure to markets which are not easily accessible whereby cost effective exposure via options is offered to the interest rates, currencies, and/or the prices of underlying assets in which a Fund may invest directly. In addition options may be used to gain exposure to positions where it is more efficient to do so through the use of derivatives than investing directly and/or for hedging purposes. Options can be used to protect against and enhance returns to a portfolio during times of high volatility.

### Swaps

Swaps may be used to gain exposure to markets which are not easily accessible whereby cost effective exposure via the swaps is offered to the interest rates, currencies and/or the prices of

underlying assets in which a Fund may invest directly. In addition swaps may be used to gain exposure to positions where it is more efficient to do so through the use of derivatives than investing directly and/or for hedging purposes. They may be used as a substitute for physical securities or a less expensive or more liquid way of obtaining desired exposures.

### Swaptions

Swaptions may be used to give a Fund the option to enter into a swap agreement on a specified future date in exchange for an option premium. Swaptions would generally be used to manage a Fund's interest-rate and volatility exposures. They may also be used as a substitute for physical securities or a less expensive or more liquid way of obtaining desired exposures. Swaptions may also be used to gain exposure to markets which are not easily accessible whereby cost effective exposure via the swaption is offered to the interest rates, currencies and/or the prices of underlying assets in which a Fund may invest directly.

### Credit Default Swaps

Where a Fund buys a credit default swap, this is to receive credit protection, whereas the seller of the swap guarantees the credit worthiness of the product to a Fund. A Fund may purchase credit default swaps in order to hedge against credit risk. The "buyer" in a credit default contract is obligated to pay the "seller" a periodic stream of payments over the term of the contract provided that no event of default on an underlying reference obligation has occurred. If an event of default occurs, the seller must pay the buyer the full notional value, or "par value", of the reference obligation in exchange for the reference obligation. A Fund may be either the buyer or seller in a credit default swap transaction. If a Fund is a buyer and no event of default occurs, the Fund will lose its investment and recover nothing. However, if an event of default occurs, the Fund (if the buyer) will receive the full notional value of the reference obligation that may have little or no value. As a seller, a Fund receives a fixed rate of income throughout the term of the contract, which typically is between six months and three years, provided that there is no default event. If an event of default occurs, the seller must pay the buyer the full notional value of the reference obligation.

Other derivatives which the Company may enter into on behalf a Fund for efficient portfolio management purposes shall be set out in the relevant Supplement.

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.

### **Repurchase/Reverse Repurchase and Stocklending Agreements**

Subject to the conditions and limits set out in the CBI UCITS Regulations and SFTR, a Fund may use repurchase agreements, reverse repurchase agreements and/or stock lending agreements to generate additional income for the relevant Fund. Repurchase agreements are transactions in which one party sells a security to the other party with a simultaneous agreement to repurchase the security



at a fixed future date at a stipulated price reflecting a market rate of interest unrelated to the coupon rate of the securities. A reverse repurchase agreement is a transaction whereby a Fund purchases securities from a counterparty and simultaneously commits to resell the securities to the counterparty at an agreed upon date and price. A stock lending arrangement is an arrangement whereby title to the “loaned” securities is transferred by a “lender” to a “borrower” with the borrower contracting to deliver “equivalent securities” to the lender at a later date.

For the purposes of this section, “relevant institutions” refers to those credit institutions specified in section 2.8 of Appendix I in this Prospectus.

1. Repurchase/reverse repurchase agreements, (“repo contracts”) and stocklending agreements may only be effected in accordance with normal market practice.
2. All assets received by a Fund in the context of efficient portfolio management techniques will be considered as collateral and will comply with the criteria set down in paragraph 3 below.
3. Collateral must, at all times, meet with the following criteria:
  - (i) Liquidity: Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Regulation 74 of the Regulations.
  - (ii) Valuation: Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place. The non-cash collateral received will be valued at mark to market given the required liquid nature of the collateral.
  - (iii) Issuer credit quality: Collateral received should be of high quality. The Company shall ensure
    - (a) where the issuer was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the Investment Manager acting on behalf of the Company in the credit assessment process; and
    - (b) where an issuer is downgraded below the two highest short-term credit ratings by the credit rating agency referred to in (a) this shall result in a new credit assessment being conducted of the issuer by the Investment Manager acting on behalf of the Company without delay.
  - (iv) Correlation: Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty.

- (v) Diversification (asset concentration):
    - (a) Subject to sub-paragraph (b) below, collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Net Asset Value. When a Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer.
    - (b) A Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, non-Member State, or public international body of which one or more Member States belong (and which issuers are set out in Section 2.12 of the “Investment Restrictions” section in this Prospectus), provided the Fund will receive securities from at least six different issues with securities from any single issue not accounting for more than 30% of the Fund’s net asset value;
  - (vi) Immediately available: Collateral received should be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.
4. Risks relating to the management of collateral, such as operational and legal risks should be identified, managed and mitigated by the risk management process.
  5. Collateral received on a title transfer basis should be held by the Depositary. For other types of collateral arrangements, the collateral can be held by a third party custodian which is subject to prudential supervision and which is unrelated to the provider of the collateral.
  6. Non-cash collateral cannot be sold, pledged or re-invested.
  7. Cash collateral:

Cash may not be invested other than in the following:

    - (a) deposits with relevant institutions;
    - (b) high quality government bonds;
    - (c) reverse repurchase agreements provided the transactions are with credit institutions specified in section 2.8 of Appendix I in this Prospectus and the Company is able to recall at any time the full amount of cash on an accrued basis;
    - (d) short term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds.
  8. In accordance with paragraph 2(iv) above, invested cash collateral should be diversified in accordance with the diversification requirement applicable to non-cash collateral. Invested cash collateral may not be placed on deposit with the counterparty or with any entity that is related or connected to the counterparty.

9. Collateral provided by a Fund to a counterparty shall be agreed with the relevant counterparty and may comprise of cash or any types of assets held by the relevant Fund in accordance with its investment objective and policies and shall, where applicable, comply with the requirements of EMIR. Collateral may be transferred by a Fund to a counterparty on a title transfer basis where the assets are passed outside of the custody network and are no longer held by the Depositary. In such circumstances, subject to the requirements of SFTR, the counterparty to the transaction may use those assets in its absolute discretion. Where collateral is posted by a Fund to a counterparty under a security collateral arrangement where title to the relevant securities remains with the Fund, such collateral must be safe-kept by the Depositary. Any re-use of such assets by the counterparty must be effected in accordance with the SFTR and, where relevant, the Regulations. Risks associated with re-use of collateral are disclosed in the section of this Prospectus titled "Risk Factors: Risks Associated with Collateral Management".
10. A Fund receiving collateral for at least 30% of its assets should have an appropriate stress testing policy in place to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy should at least prescribe the following:
  - a) design of stress test scenario analysis including calibration, certification and sensitivity analysis;
  - b) empirical approach to impact assessment, including back-testing of liquidity risk estimates;
  - c) reporting frequency and limit/loss tolerance threshold/s; and
  - d) mitigation actions to reduce loss including haircut policy and gap risk protection.
11. Each Fund should have in place a clear haircut policy adapted for each class of assets received as collateral. When devising the haircut policy, a Fund should take into account the characteristics of the assets such as the credit standing or the price volatility, as well as the outcome of the stress tests performed in accordance with the preceding paragraph and, where applicable, take into account the requirements of EMIR. This policy should be documented and should justify each decision to apply a specific haircut, or to refrain from applying any haircut, to a certain class of assets.
12. Any counterparty to a stocklending agreement, repurchase agreement, reverse repurchase agreements and/or financial derivatives instrument shall be subject to an appropriate internal credit assessment carried out by the Investment Manager on behalf of the Company which shall include amongst other considerations, external credit ratings of the counterparty, regulatory supervision applied to the relevant counterparty, country of origin of the counterparty, legal status of the counterparty, industry sector risk and concentration risk. Where such counterparty (a) is subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the Investment Manager in the credit assessment process; and (b) where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in subparagraph (a) this shall result in a new credit

assessment being conducted of the counterparty by the Investment Manager on behalf of the Company without delay.

13. A Fund must have the right to terminate the stocklending agreement at any time and demand the return of any or all of the securities loaned.
14. A Fund that enters into a reverse repurchase agreement must ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is recallable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the Net Asset Value of the Fund.
15. A Fund that enters into a repurchase agreement should ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.
16. Repo contracts or stocklending agreements do not constitute borrowing or lending for the purposes of Regulations 103 and 111 of the Regulations respectively.
17. The annual report and audited accounts and the half yearly report and unaudited accounts of the Company will contain details of the following:
  - (a) the exposure obtained through efficient portfolio management techniques;
  - (b) the identity of the counterparty(ies) to these efficient portfolio management techniques;
  - (c) the type and amount of collateral received by the UCITS to reduce counterparty exposure; and
  - (d) the revenues arising from efficient portfolio management techniques for the entire reporting period together with the direct and indirect operational costs and fees incurred.

## **Operational Costs and Fees Arising from the Use of Total Return Swaps and Efficient Portfolio Management Techniques**

Investors should be aware that where a Fund enters into total return swaps (as defined under SFTR) for investment and/or efficient portfolio management purposes or efficient portfolio management techniques such as repurchase/reverse repurchase and stocklending agreements for efficient portfolio management purposes, operational costs and/or fees shall, if applicable, be deducted from the revenue delivered to the relevant Fund.

Such fees and costs may include brokerage, banking or financing fees. These costs and/or fees shall not include hidden revenue.

One of the considerations which may be taken into account by the relevant Investment Manager when selecting brokers and counterparties on behalf of a Fund is whether such costs and/or fees which shall be deducted from the relevant Fund will be at normal commercial rates.

Such direct or indirect costs and fees will be paid to the relevant broker or counterparty to the transaction, which may include the Depository or entities related to the Depository. Further information relating to related party transactions is provided at "Conflicts of Interest" above.

The identities 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. Such entities may include the Depository or entities related to the Depository.

All revenues generated from the use of total return swaps (as defined under SFTR) for investment and/or efficient portfolio management purposes or repurchase/reverse repurchase and stocklending agreements for efficient portfolio management purposes, net of direct and indirect operational costs, will be returned to the relevant Fund. Such operational costs shall include fees and expenses paid to the counterparties to the relevant transactions/securities lending agents which will be at normal commercial rates, plus VAT if applicable.

## **Impact on Use of Repo Contracts and Stocklending Agreements for Efficient Portfolio Management**

Where a Fund enters into a repurchase agreement under which it sells securities to a counterparty, it will incur a financing cost from engaging in this transaction which will be paid to the relevant counterparty. In the event that the cash proceeds arising from the transaction are reinvested on behalf of the Fund in order to cover such costs and such cash proceeds are invested in risk-free assets, no incremental market risk will be assumed by the Fund.

There is no global exposure generated by a Fund as a result of entering into a reverse repurchase arrangement, nor do any such arrangements result in any incremental market risk.

Where cash collateral is received by a Fund under a stocklending arrangement and is invested in risk

free assets, no incremental market risk will be assumed by the Fund.

The use of techniques and instruments described above may expose a Fund to the risks disclosed in the section entitled “Risk Factors – “Risks associated with Securities Financing Transactions” and . Risks associated with Collateral Management.

**Appendix IV**  
**List of sub-custodial agents appointed by the Northern Trust Company**

The Depository's global sub-custodian has appointed the following entities as sub-delegates in each of the markets set forth below. This list may be updated from time to time and is available upon request in writing from the Administrator or the Depository. The Depository does not anticipate that there would be any specific conflicts of interest arising as a result of any delegation to The Northern Trust Company or any of the sub-delegates listed below. The Depository will notify the board of the Company of any such conflict should it so arise.

<b>Country</b>	<b>Subcustodian</b>	<b>Subcustodian Delegate</b>
Argentina*	Citibank N.A., Buenos Aires Branch	
Australia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Australia Limited
Austria	UniCredit Bank Austria AG	
Bahrain	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Bangladesh	Standard Chartered Bank	
Belgium	Deutsche Bank AG	
Bermuda	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Bermuda Limited
Bosnia and Herzegovina (Federation of Bosnia-Herzegovina)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Bosnia and Herzegovina (Republic of Srpska)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Botswana	Standard Chartered Bank Botswana Limited	
Brazil	Citibank N.A., Brazilian Branch	Citibank Distribuidora de Titulos e Valores Mobiliarios S.A ("DTVM")
Bulgaria	Citibank Europe plc, Bulgaria Branch	
CD's – USD	Deutsche Bank AG, London Branch*	=
Canada	The Northern Trust Company, Canada	
Canada*	Royal Bank of Canada	
Chile	Citibank N.A.	Banco de Chile
China A Share	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
China B Share	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
Colombia	Cititrust Columbia S.A. Sociedad Fiduciaria	

<b>Country</b>	<b>Subcustodian</b>	<b>Subcustodian Delegate</b>
Costa Rica	Banco Nacional de Costa Rica	
Croatia	UniCredit Bank Austria AG	Zagrebacka Banka d.d.
Cyprus	Citibank Europe PLC	
Czech Republic	UniCredit Bank Czech Republic and Slovenia, a.s.	
Denmark	Nordea Bank AB (publ)	
Egypt	Citibank N.A., Cairo Branch	
Estonia	Swedbank AS	
Finland	Nordea Bank AB (publ)	
France	Deutsche Bank AG	
Germany	Deutsche Bank AG	
Ghana	Standard Chartered Bank Ghana Limited	
Greece	Citibank Europe PLC	
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	
Hong Kong (Stock Connect Shanghai/Shenzhen)	The Hongkong and Shanghai Banking Corporation Limited	=
Hungary	UniCredit Bank Hungary Zrt.	
India	Citibank, N.A.	
Indonesia	Standard Chartered Bank	
Ireland	Euroclear UK and Ireland Limited (Northern Trust self-custody)*	
Israel	Bank Leumi Le-Israel BM	
Italy	Deutsche Bank SpA	
Japan	The Hongkong and Shanghai Banking Corporation Limited	
Jordan	Standard Chartered Bank	
Kazakhstan	Citibank Kazakhstan JSC	
Kenya	Standard Chartered Bank Kenya Limited	
Kuwait	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Latvia	Swedbank AS	
Lithuania	AB SEB Bankas	
Luxembourg	Euroclear Bank S.A./N.V.	=
Malaysia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Malaysia Berhad



<b>Country</b>	<b>Subcustodian</b>	<b>Subcustodian Delegate</b>
Mauritius	The Hongkong and Shanghai Banking Corporation Limited	
Mexico	Banco Nacional de Mexico S.A. integrante del Grupo Financiero Banamex	
Morocco	Société Générale Marocaine de Banques	
Namibia	Standard Bank Namibia Ltd	
Netherlands	Deutsche Bank AG	
New Zealand	The Hongkong and Shanghai Banking Corporation Limited	
Nigeria	Stanbic IBTC Bank Plc	
Norway	Nordea Bank AB (publ)	
Oman	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Oman S.A.O.G
Pakistan	Citibank N.A., Karachi Branch	
Panama	Citibank N.A., Panama Branch	
Peru	Citibank del Peru S.A.	
Philippines	The Hongkong and Shanghai Banking Corporation Limited	
Poland	Bank Polska Kasa Opieki Spółka Akcyjna	
Portugal	BNP Paribas Securities Services	
Qatar	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Romania	Citibank Europe PLC	
Russia	AO Citibank	
Saudi Arabia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Saudi Arabia Limited
Serbia	UniCredit Bank Austria A.G.	UniCredit Bank Serbia JSC
Singapore	DBS Bank Ltd	
Slovakia	Citibank Europe PLC	
Slovenia	UniCredit Banka Slovenija d.d.	
South Africa	The Standard Bank of South Africa Limited	
South Korea	The Hongkong and Shanghai Banking Corporation Limited	
Spain	Deutsche Bank SAE	
Sri Lanka	Standard Chartered Bank	
Sweden	Svenska Handelsbanken AB (publ)	

<b>Country</b>	<b>Subcustodian</b>	<b>Subcustodian Delegate</b>
Switzerland	Credit Suisse (Switzerland) Ltd	
Taiwan	Bank of Taiwan	
Tanzania	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Tanzania Limited
Thailand	Citibank N.A., Bangkok Branch	
Tunisia	Banque Internationale Arabe de Tunisie	
Turkey	Deutsche Bank AG & Deutsche Bank AS	
Uganda	Standard Chartered Bank Uganda Limited	
United Arab Emirates (ADX)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (DFM)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (NASDAQ)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Kingdom	Euroclear UK and Ireland Limited (Northern Trust self-custody)	
United States	The Northern Trust Company	
Uruguay	Banco Itau Uruguay S.A.	
Vietnam	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Vietnam) Ltd
Zambia	Standard Chartered Bank Zambia PLC	

- \* The Royal Bank of Canada serves as Northern Trust's Sub-Custodian for securities not eligible for settlement in Canada's local central securities depository.

**SUPPLEMENT 1 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July 2017**

**NBAD OneShare MSCI UAE UCITS ETF**

**NBAD OneShare MSCI UAE UCITS ETF was closed on 6 June 2017 and is no longer available for investment.**

**This Supplement contains information relating specifically to the NBAD OneShare MSCI UAE UCITS ETF (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus for the Company dated 13 July 2017 (the “Prospectus”) which precedes this Supplement and is incorporated herein.**

**Investors should note that this Supplement relates to investment by Authorised Participants dealing directly with the Administrator in the Primary Market only. Investors who wish to deal in Shares of the AED Share Class via an Authorised Participant (other than the purchase and/or sale of Shares of the AED Share Class on the ADX) should contact the relevant Authorised Participant for relevant subscription / redemption forms where details of dealing procedures with the relevant Authorised Participant are set out. Contacts details for the relevant Authorised Participant can be found on the website of the Investment Manager, being [www.nbad.com](http://www.nbad.com).**

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As at the date of this Supplement, the Company has seven other Funds, namely NBAD Balanced Allocation Fund, NBAD Conservative Allocation Fund, NBAD Growth Allocation Fund, NBAD MENA Bond Fund, NBAD MENA Dividend Leader Fund, NBAD Shariah MENA Dividend Leader Fund and NBAD WEC Africa Asia Frontier Markets Fund.

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.

Shares issued and to be issued in the AED Share Class of the Fund are admitted to trading on the regulated market of Abu Dhabi Securities Exchange.

Application may also be made for the Shares of any Class of the Fund to be admitted to such other Relevant Stock Exchanges as the Directors may from time to time determine.

The Directors of the Company shall be liable for the completeness and accuracy of all information presented to the Emirates Securities and Commodities Authority in respect of the offering of Shares of the Fund to the public in Abu Dhabi and the Abu Dhabi Securities Exchange in respect of the listing of Shares of the Fund on the Abu Dhabi Securities Exchange. Neither the Emirates Securities and Commodities Authority nor the Abu Dhabi Securities Exchange shall be responsible for the data, information, reports or documents presented by the Company, whether presented for the purposes of the Emirates Securities and Commodities Authority or the Abu Dhabi Securities Exchange or for publication and any review or approval of the publication of this document shall not be construed as an acknowledgement of the accuracy thereof or the legitimacy of acts conducted by any person pursuant thereto.

Investors should read and consider the section entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

## **1. Interpretation**

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“ADX”	Abu Dhabi Securities Exchange.
“Authorised Participant”	means a person or entity who has been approved by the Company or its delegate to act as an authorised participant in relation to subscriptions and redemptions in the Primary Market for Shares in the Fund.
“Business Day”	means Monday, Tuesday, Wednesday and Thursday of each week provided that the banks in Abu Dhabi and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.
“Class Information Card”	means a Class Information Card attached to this Supplement containing specific information in relation to a particular Class of the Fund.

“Dealing Day”	means each Business Day when all the Significant Markets are open or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. A calendar setting out all of the Dealing Days of the Fund shall be available on <a href="http://www.nbad.com">www.nbad.com</a> and shall be updated on an annual basis. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on <a href="http://www.nbad.com">www.nbad.com</a> .
“Dealing Deadline” means	5.00 p.m. United Arab Emirates time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded by Authorised Participants to the Administrator.
“Designated Broker”	means those financial institutions which are licensed by the Emirates Securities and Commodities Authority and which are members of the ADX, including but not limited to Abu Dhabi Financial Services or those financial institutions which are licensed by the relevant authorities of such other Relevant Stock Exchanges on which the Shares of the Fund may be listed from time to time.
“Index”	MSCI ALL UAE Local Listed 10/40 Index.
“Indicative NAV”	means the indicative net asset value calculated and published by such entity as determined by the Directors from time to time on each day on which the Relevant Stock Exchange is open for trading. For the avoidance of doubt, the Indicative NAV does not constitute the finalised Net Asset Value calculated with respect to the Valuation Point as published by the Administrator.
“Initial Price per Share”	means the price per Share set out in the relevant Class Information Card.
“Investment Manager”	The Global Asset Management Division of National Bank of Abu Dhabi PJSC.
“Significant Market”	means any market located within the United Arab Emirates.

“Valuation Point” means 2.30 p.m. United Arab Emirates time on each Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.

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

## **2. Base Currency**

The Base Currency of the Fund shall be AED. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## **3. Share Classes**

The Company has created four Classes of Shares in the Fund, the USD Share Class, the AED Share Class, the EUR Share Class and the GBP Share Class.

The Minimum Subscription, Minimum Redemption and other Class specific features applicable to each Class shall be detailed in separate Class Information Cards.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

## **4. Investment Objective**

The investment objective of the Fund is to provide long term capital appreciation through replicating the performance of the Index.

There is no guarantee that the Fund’s investment objective will be achieved. The return that the investor will receive will be dependent on the performance of the Index and the performance of any investments used to link the net proceeds from the issue of Shares to the Index.

## **5. Investment Policy**

The Fund attempts to replicate the investment performance of the Index by purchasing each component security of the Index, in approximately the same proportion as it appears in the Index.

The Index is derived from the MSCI All UAE Local Listed Index. The MSCI All UAE Local Listed 10/40 Index includes securities that are classified in the United Arab Emirates (“UAE”) according to the MSCI Global Investable Market Indices methodology, as well as securities that are listed in UAE and have the majority of their operations based in UAE, and targets a

minimum of 24 index constituents. Derivatives will not generally be used by the Fund unless it is not possible because of stock exchange restrictions to directly invest in shares comprised in the Index. In such circumstances OTC swaps or futures may be used to gain indirect exposure to the relevant shares.

At least 97 per cent of the assets of the Fund will be invested in the component securities of the Index and the remainder of such assets may be held in cash or invested in Money Market Instruments, which will be retained to meet expenses of the Fund. From time to time, in accordance with the Index's rebalancing dates, adjustments will be made in the portfolio of the Fund in accordance with changes in the composition of the Index.

It is expected that in normal market conditions, the Fund should have a tracking error of approximately 1.5% per annum relative to the performance of the Index however there is no guarantee that this level of tracking error by the Fund will be realised and the Investment Manager will not be liable for any discrepancies between the anticipated tracking error and the level of tracking error subsequently observed. The annual report of the Company will provide an explanation of any divergence between the anticipated and realised tracking error for the relevant period and will also disclose and explain the annual tracking difference between the performance of the Fund and the performance of the Index.

The tracking error incurred by the Fund may be attributable to a number of factors. Because the index provider does not actually buy and sell securities when calculating the performance of the Index, the performance of the Index does not take into account the costs of buying and selling securities such as brokerage fees, commissions, stamp duty, custody fees, regulatory fees, exchange fees and spreads. The Fund will incur all of these expenses in tracking the Index and therefore such expenses will have a negative impact on the Fund's performance, relative to the Index. The tracking error may also be attributable to the fact that the Fund may not be able to track the Index precisely as the Fund is subject to foreign ownership limits relating to equities comprised in the Index whereas the Index is not subject to any such limits.

The Fund is subject to the investment and borrowing restrictions set out below under the section entitled 'Investment and Borrowing Restrictions'.

The Company will employ a risk management process which will enable it to monitor, measure and manage the risks attached to financial derivative instruments 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 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.

## Index Description

The Index is derived from the MSCI All UAE Local Listed Index by applying the MSCI 10/40 Index Methodology, which takes into account the investment limits set forth in the Regulations which constrain the weight of any single group entity, as defined therein, to 10% of a fund's net assets and the sum of the weights of all group entities representing more than 5% of the fund's net assets at 40% of the fund's net assets.

The MSCI 10/40 Index Methodology aims to minimize the tracking error between the Index and its unconstrained parent index, the MSCI Standard Index Series (the "Parent Index"), through periodic weight rebalancing.

The Index also aims to minimize turnover between scheduled index rebalancings through a comprehensive methodology.

The composition of the Index as of 31 December 2015 is as follows:

DP World Ltd  
Abu Dhabi Commercial Bank  
PJSC  
Emirates Telecommunications  
Group Co PJS  
Emaar Properties PJSC  
Air Arabia PJSC  
First Gulf Bank PJSC  
Dubai Islamic Bank PJSC  
Aldar Properties PJSC  
Arabtec Holding PJSC  
Dubai Investments PJSC  
National Bank of Abu Dhabi PJSC  
Dubai Parks & Resorts PJSC  
Dubai Financial Market PJSC  
Union National Bank PJSC  
Al Waha Capital PJSC  
Dana Gas PJSC

The Index is rebalanced to the Parent Index on a quarterly basis on the last business day of February, May, August and November. In order to minimise the tracking error of the Index relative to the Parent Index, the rebalancing process is run based on the Parent Index's constituents' weights.

To re-align the exposures in the Fund, securities must be bought and sold. This rebalancing will incur costs that are not reflected in the theoretical calculation of the return of the Index and therefore may impact on the Fund's ability to provide returns consistent with those of the Index



and increase the tracking error incurred by the Fund.

Where the weighting of a particular constituent in the Index exceeds the UCITS investment restrictions, the Investment Manager will as a priority objective look to remedy the situation taking into account the interests of Shareholders and the Fund.

In order to ensure that the Index is not subject to constant rebalancing and hence to excessive index turnover caused by short-term market movements, group entities' weights are capped at levels below the 10/40 constraints. Under the MSCI methodology, at the point of constructing or rebalancing the Index, the weight of any single group entity cannot exceed 9% of the Index and the sum of the weights of all group entities representing more than 4.5% cannot exceed 36% of the Index. In other terms, a "buffer" is used, which is set equal to 10% of the value of each constraint.

Additional information relating to the Index (including up to date information on the composition of the Index) can be found on [http://www.msci.com/resources/factsheets/index\\_fact\\_sheet/msci-em-50-index.pdf](http://www.msci.com/resources/factsheets/index_fact_sheet/msci-em-50-index.pdf).

## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Such borrowings may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the Prospectus.

## **7. Global Exposure and Leverage**

Pursuant to paragraph 6.1 of Appendix I of the Prospectus under the heading "Investment Restrictions" and sub-heading "Financial Derivative Instruments", the Fund will use the Commitment Approach as part of its risk management process. The Fund does not expect to be leveraged. In any event a maximum leverage limit of 20% of the Fund's Net Asset Value will be applied (i.e. the Fund's total exposure will not exceed 120% of the Fund's Net Asset Value) .

## **8. Efficient Portfolio Management Techniques**

As explained in greater detail in the section of the Prospectus entitled "Hedged Classes", the Fund may employ techniques and instruments in order to hedge the currency exposure of the assets of the Fund attributable to a particular Class into the currency of denomination of the relevant Class for the purposes of efficient portfolio management. In addition, where specified in the relevant Class Information Card, a Class designated in a currency other than the Base Currency of the Fund may be hedged against exchange rate fluctuation risks between the designated currency of the Class and the Base Currency. Such techniques and instruments will include forward foreign exchange contracts.

### *Currency Forwards*

Currency forward contracts allow the Fund to hedge against foreign exchange risk by locking in the price at which the Fund can buy or sell currency on a future date. Primarily used for defensive purposes, this strategy is used to protect the strength of the Base Currency of the Fund. The Fund may also use currency forwards to mitigate the exchange rate risk between the Base Currency of the Fund and the currency in which Shares in a class of the Fund are designated where that designated currency is different to the Base Currency of the Fund.

### *Financial Derivative Instruments*

Subject to the 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 may use the following derivative instruments for efficient portfolio management purposes.

#### *Swaps*

The Fund may enter into swap contracts (including total return swaps) in which the Fund and the counterparty agree to exchange payments where one or both parties pay the returns generated by the constituents of the Index. The payments made by the Fund to the counterparty and vice versa are calculated by reference to the constituents of the Index. The Fund may enter into such swap contracts to gain exposure to the securities in which the Fund may invest directly. The counterparties to any total return swaps shall be entities which satisfy the OTC counterparty criteria set down by the Central Bank in the CBI UCITS Regulations and the Company's credit assessment criteria. The counterparty to any total return swap entered into by the Fund shall not assume any discretion over the composition or management of the investment portfolio of the Fund or of the underlying of the total return swap. The annual report of the Company will provide information on the underlying exposure obtained through any total return swaps held by the Fund and the identities of the counterparties to such total return swap contracts.

### *Operational Costs and Fees Arising from the Use of Efficient Portfolio Management Techniques*

Information relating to the operational costs and fees arising from the use of efficient portfolio management techniques is set out in Appendix III to the Prospectus.

### *Collateral Management*

The Fund will not seek to receive collateral in respect of OTC derivative instruments.

## **9. Valuation**

Securities which are acquired by the Fund which are quoted, listed or traded on a Recognised Exchange shall be valued using last traded prices in order to track the valuation of the constituents of the Index by the index provider as closely as possible.

All other securities which are held by the Fund shall be valued in accordance with the section of the Prospectus entitled "Net Asset Value and Valuation of Assets".

## **10. Investment Manager**

The Global Asset Management Division of National Bank of Abu Dhabi PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled "Promoter".

The investment management agreement entered into between the Company and the Investment Manager (the "Investment Management Agreement") provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the applicable Fund's assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager's negligence, bad faith, wilful default, recklessness, breach of the Regulations or fraud).

## **11. Initial Offer in the Primary Market**

Shares in each Class will be offered in the Primary Market to Authorised Participants during such period as set out in the relevant Class Information Card attached to this Supplement (the "Initial Offer Period") at the Initial Price per Share and subject to acceptance of applications for Shares in the relevant Class will be issued for the first time on the last Business Day of the Initial Offer Period.

The Initial Offer Period 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 a quarterly basis. After closing of the initial offer period, Shares in the Fund will be issued to Authorised Participants-at the Net Asset Value per Share.

## **12. Minimum Subscription and Minimum Redemption on the Primary Market**

Please see the Class Information Card attached hereto in relation to each Class for information on the Minimum Subscription and Minimum Redemption applicable to that Class.

## **13. Application for Shares in the Primary Market**

Investment in the Fund on the Primary Market is generally limited to Authorised Participants who must meet specified criteria set down by the Company.

Please refer to the section of the Prospectus entitled “Application For Shares in the Primary Market” for further details regarding the application process for Shares in the Primary Market.

### *Settlement of Shares*

Save where otherwise set out in the relevant Class Information Card, subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form no later than 2 Business Days after the relevant Dealing Day.

### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders in the Primary Market will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

### *Subscription Fees*

Subscription fees of up to 3% of the total subscription amount may be charged by the Authorised Participant, Global Distributor or any Local Distributor.

## **14. Redemption of Shares in the Primary Market**

Authorised Participants may redeem Shares from the Primary Market subject to the provisions of the Prospectus entitled “Redemption of Shares in the Primary Market”.

### *Timing of Payment*

Save where otherwise set out in the relevant Class Information Card, redemption proceeds in respect of Shares will be paid to Authorised Participants within two Business Days of the

Dealing Day provided that all required documentation has been furnished to and received by the Administrator.

#### **15. Conversion of Shares on the Primary Market**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading “Conversion of Shares”. The Directors do not currently intend to impose a conversion fee.

#### **16. Transactions on the Secondary Market**

The Shares issued and to be issued in the AED Share Class of the Fund are admitted to trading on the ADX. Application may also be made for the Shares of each or any Class of the Fund to be admitted to such other Relevant Stock Exchanges as the Directors may from time to time determine.

**Shares of the Fund purchased on the Secondary Market cannot usually be sold directly back to the Company. Investors must buy and sell units/shares on a Secondary Market with the assistance of an intermediary (e.g. a stockbroker) and may incur fees for doing so. In addition, investors may pay more than the current Net Asset Value when buying Shares and may receive less than the current Net Asset Value when selling them.**

In circumstances where the market price of a Share listed on a Relevant Stock Exchange significantly varies from the Net Asset Value per Share, investors who have bought Shares on the Secondary Market will be offered a facility to sell Shares back to the Company. In such circumstances the Company will notify the Relevant Stock Exchange and/or the applicable registrar of the availability of this facility and the redemption price for any Shares so redeemed will be the Net Asset value per Share less applicable fees and costs (which shall not be excessive). Further details will be provided to investors by the Investment Manager at that time and the availability of any such redemption facility will be subject to completion and provision of certain documentation including, where applicable, anti-money laundering and terrorist financing checks.

For further information in relation to transactions on the Secondary Market, please refer to the section in the Prospectus titled “Dealings in the Secondary Market where a Fund is an Exchange Traded Fund”. There can be no guarantee once the Shares are listed on a Relevant Stock Exchange that they will remain listed. Furthermore, if listing of the Index is discontinued or suspended, the Fund’s listing will be suspended at the same time. As soon as listing of the Index is resumed, the Fund’s listing will be resumed.

## **17. 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.

## **18. Fees and Expenses**

The Fund shall bear: (i) the fees relating to listing the Shares of the Fund on Relevant Stock Exchanges other than the ADX and (ii) its attributable portion of the fees and operating expenses of the Company. The operating fees and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

The Investment Manager shall be entitled to receive an annual fee not exceeding 0.99% of the Net Asset Value of the Fund together with all reasonably incurred expenses. This annual fee shall be calculated and accrued at each Valuation Point and generally paid monthly in arrears.

The Investment Manager shall be responsible for discharging, from this annual fee the operational fees and expenses of the Company attributable to the Fund including inter alia:

- a. the fees and expenses of the Administrator, Registrar & Transfer Agent, Depositary and other service providers' fees relating to the Fund (including any Distributor);
- b. regulatory fees attributable to the Fund;
- c. audit and legal fees and other professional advisers' fees attributable to the Fund;
- d. the costs of convening and holding meetings of the Shareholders of the Fund or any Class or Classes of the Fund;
- e. fees in respect of the publication and circulation of details of the Net Asset Value and Share prices of the Fund or any Class of the Fund;
- f. costs of printing and distributing reports, accounts and notices to Shareholders of the Fund including notices of general meetings relating to the Fund and any related administrative expenses;
- g. costs incurred as a result of periodic updates or re-issue of this Supplement; expenses incurred in making distributions, if any, to Shareholders of the Fund and related notifications;
- h. taxation and other duties payable by the Fund except taxation, commissions and brokerage fees incurred with respect to the Fund's investments; and

- i. such other costs and expenses (including non-recurring but excluding extraordinary costs and expenses) as may arise from time to time and that have been approved by the Directors as necessary or appropriate for the continued operation of the Fund.

Where there is more than one Fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole as opposed to individual Funds (including, inter alia, meetings of the Company, Directors fees, updates of the Prospectus, etc) shall be divided between all applicable Funds in proportion to the Net Asset Value of the relevant Funds. In such case, such operating expenses and fees attributable to this Fund shall be borne by the Investment Manager unless excluded below.

The Investment Manager shall not be responsible for the following expenses which will be borne out of the assets of the Fund:-

- (i) extraordinary costs and expenses (such as, without limitation, material litigation or any amount payable under any indemnity provision contained in the Articles or any agreement with a service provider of the Fund);
- (ii) taxation, commissions and brokerage fees incurred with respect to the Fund's investments;
- (iii) interest on borrowings and bank charges incurred in negotiating, effecting or varying the terms of such borrowings;
- (iv) the fees of the Directors of the Company; and
- (v) any other expenses which in the reasonable determination of the Directors should be borne out of the assets of the Fund.

## **19. Distributions**

The Fund is an accumulating Fund and therefore it is not intended to distribute dividends to the Shareholders. The income, 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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

## **20. Risk Factors**

The attention of investors is drawn to the "Risk Factors" section in the Section of the Prospectus entitled "The Company" and the risks in using derivatives highlighted in Appendix III of the Prospectus and should also consider the following risk factors prior to investing in the Fund:

### Secondary Market Risk

Even though the Shares of one or more Classes of the Fund may be listed on one or more Relevant Stock Exchanges, there can be no certainty that there will be liquidity in the Shares on any Relevant Stock Exchange or that the market price at which the Shares may be traded on a Relevant Stock Exchange will be the same as or approximately equal to the Net Asset Value per Share. There can be no guarantee that once the Shares of a Class in the Fund are listed on a Relevant Stock Exchange, they will remain listed or that the conditions of listing will not change.

Trading in Shares on a Relevant Stock Exchange may be halted or suspended due to market conditions or for the reason that, in the Relevant Stock Exchange's view, trading in the Shares is inadvisable, or otherwise pursuant to the Relevant Stock Exchange's rules. If trading on a Relevant Stock Exchange is halted, investors in Shares may not be able to sell their Shares until trading resumes.

The market price of the Shares of a Class in the Fund which are listed on a Relevant Stock Exchange will fluctuate in accordance with changes in its Net Asset Value and supply and demand on the Relevant Stock Exchange. There can be no assurance as to the depth of the Secondary Market (if any) in Shares, which will affect their liquidity and market price. There is no guarantee that the Shares of a Class in the Fund which are listed on a Relevant Stock Exchange will trade at their Net Asset Value.

The Shares of the Fund may trade on the ADX at significantly lower or higher prices than their Net Asset Value.

### Market Risk

An investment in the Fund exposes an investor to the market risks associated with fluctuations in the Index and the value of the securities comprised in the Index. The value of the Index can increase as well as decrease and the value of an investment in the Fund will fluctuate accordingly. Investors can lose all of the capital invested in the Fund.

In addition, the investor's attention is drawn to the fact that one or more securities making up the Index may dominate its composition in terms of value. Consequently, such an investment should only be made as part of a diversified portfolio by investors with sufficient experience to be able to evaluate its merits and risks. In the event of one or more components of the Index comprising a higher percentage than that permitted by the investment restrictions set out in Appendix I of the Prospectus, full replication of the Index will not be possible.

There is no assurance that the Index the Fund will aim to replicate will continue to be calculated and published on the current basis or that it will not be amended significantly. There is no guarantee that tracking errors will not occur.



### Investment Objective Risk

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

### UAE Market Risk

The Fund may invest in equity and/or equity related securities and other transferable securities traded in the UAE financial market and the Fund may do so in the absence of detailed financial information and/or reporting in respect of the securities in question. The level of liquidity, volatility and the efficiency with which such markets operate is not necessarily of the order of more developed markets, nor do such markets necessarily operate in the same way as more developed markets. Liquidity in such equities and/or equity related securities may be particularly low. In consequence of the foregoing, the purchase or sale of certain equity and/or equity related securities may not be possible at the time the Fund wishes to deal and/or may involve dealing at unfavourable prices.

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

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled "Publication of Net Asset Value per Share", the Net Asset Value per Share of the Fund shall also be available from [www.nbad.com](http://www.nbad.com) and Reuters, which shall be updated following each calculation of Net Asset Value per Share.

## **22. Portfolio Information**

Details of the Fund's portfolio as of 30 June and 31 December in each year are included in the Company's annual and semi-annual reports respectively. Consequently such information is available on a lagged basis. However, details of the Fund's portfolio (including the identities and quantities of portfolio holdings) is available on a daily basis from [www.nbad.com](http://www.nbad.com). and further information pertaining to the portfolio may be obtained on the Fund factsheet which is available at <https://www.nbad.com/en-ae/personal-banking/save-and-invest/nbad-funds/local/one-share-msci-uae-etf.html>.

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

Communications with Shareholders will also be published on the website of the Investment Manager, being [www.nbad.com](http://www.nbad.com). Investors should regularly visit this website, or request that their stockbrokers or other financial agents or advisors do so on their behalf, to ensure that they obtain such information on a timely basis.

## **24. Index Disclaimer**

The Fund is not sponsored, endorsed, sold or promoted by MSCI INC. ("MSCI"), any of its affiliates, any of its information providers or any other third party involved in, or related to, compiling, computing or creating any MSCI index (collectively, the "MSCI Parties"). The MSCI

indexes are the exclusive property of MSCI. MSCI and the MSCI index names are service mark(s) of MSCI or its affiliates and have been licensed for use for certain purposes by the National Bank of Abu Dhabi. None of the MSCI Parties makes any representation or warranty, express or implied, to the issuer or owners of the Fund or any other person or entity regarding the advisability of investing in funds generally or in the Fund particularly or the ability of any MSCI index to track corresponding stock market performance. MSCI or its affiliates are the licensors of certain trademarks, service marks and trade names and of the MSCI indexes which are determined, composed and calculated by MSCI without regard to the Fund or the issuer or owners of the Fund or any other person or entity. None of the MSCI parties has any obligation to take the needs of the issuer or owners of the Fund or any other person or entity into consideration in determining, composing or calculating the MSCI indexes. None of the MSCI Parties are responsible for or has participated in the determination of the timing of, prices at, or quantities of the Fund to be issued or in the determination or calculation of the equation by or the consideration into which the Fund is redeemable. Further, none of the MSCI Parties have any obligation or liability to the issuer or owners of the Fund or any other person or entity in connection with the administration, marketing or offering of the Fund.

Although MSCI shall obtain information for inclusion in or for use in the calculation of the MSCI indexes from sources that MSCI considers reliable, none of the MSCI Parties warrants or guarantees the originality, accuracy and/or the completeness of any MSCI index or any data included therein. None of the MSCI Parties make any warranty, express or implied, as to results to be obtained by the issuer of the Fund, owners of the Fund, or any other person or entity, from the use of any MSCI index or any data included therein. None of the MSCI Parties shall have any liability for any errors, omissions or interruptions of or in connection with any MSCI index or any data included therein. Further, none of the MSCI Parties make any express or implied warranties of any kind, and the MSCI Parties hereby expressly disclaim all warranties of merchantability and fitness for a particular purpose, with respect to each MSCI index and any data included therein. Without limiting any of the foregoing, in no event shall any of the MSCI Parties have any liability for any direct, indirect, special, punitive, consequential or any other damages (including lost profits) even if notified of the possibility of such damages.

## **25. Profile of a Typical Investor**

Typical investors will be (i) those who are particularly knowledgeable in investment matters, in particular financially sophisticated high net worth individuals and institutional investors and (ii) retail investors although retail investors are primarily expected to invest in Shares through the secondary market. An investment in the Fund is only suitable for investors who are capable of evaluating the risks and merits of such investment and who have sufficient resources to bear any loss which might result from such investment. Prospective investors should consult with their professional and financial advisors before making an application for Shares.

The Fund is suitable to investors with a medium to long term time horizon (typically 3 to 5 years). The investment is not suitable for short term investors.

**NBAD OneShare MSCI UAE UCITS ETF**  
**(the "Fund")**

**AED SHARE CLASS INFORMATION CARD**

**NBAD OneShare MSCI UAE UCITS ETF was closed on 6 June 2017 and is no longer available for investment.**

**This Class Information Card is a supplement to and forms part of and should be read in conjunction with the Prospectus dated 13 July 2017 for the Company and the Supplement dated 13 July for the Fund which are available from the Administrator.**

This Class Information Card contains specific information in relation to the AED Share Class of the Fund, a sub-fund of OneShare Plc (the "Company") an open-ended umbrella variable capital investment company with segregated liability between Funds. The Company has been authorised by the Central Bank pursuant to the Regulations.

This Class Information Card relates to investment by Authorised Participants dealing directly with the Administrator in the Primary Market only.

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

**1. Currency of Denomination and Registration of Shares in the Primary Market**

Shares in the AED Share Class will be in registered form and denominated in AED. Shares in the AED Share Class will be issued in uncertificated form and registered in the name of "OneShare Plc re ADX" and held for the benefit of account holders within the ADX Recognised Clearing and Settlement System utilised by the Abu Dhabi Securities Market .

**2. Minimum Subscription and Minimum Redemption of Shares in the Primary Market**

In respect of both initial and subsequent applications for Shares in the AED Share Class, each investor in the AED Share Class must subscribe a minimum of 10,000 Shares or a multiple of 10,000 Shares in the Primary Market. The Minimum Redemption amount for the AED Share Class shall be 10,000 Shares or a multiple of 10,000 Shares.

The Directors reserve the right to differentiate between Shareholders as to and waive or reduce the Minimum Subscription and Minimum Redemption for certain investors.

### **3. Initial Offer of Shares in the Primary Market.**

Shares in the AED Share Class are currently offered in the Primary Market at the Net Asset Value per Share of the AED Share Class.

### **4. Listing.**

Shares issued and to be issued in the AED Share Class of the Fund are admitted to trading on the ADX.

Investors wishing to purchase or sell Shares of the AED Share Class on the ADX should contact a Designated Broker. Orders to buy or sell Shares may be placed via the Designated Broker on the trading platform of the ADX.

In order to facilitate the listing of the Shares of the AED Share Class on the ADX, Shares of that Class are registered for clearing and settlement through the ADX system.

ADX is a Government entity established by an Abu Dhabi local Decree no. (3) of year 2000 and regulated by the Emirates Securities and Commodities Authority. ADX implements an order-driven electronic trading system vertically integrated with the central depository, clearing and settlement system. Trading, clearing, settlement and the update of legal ownership will be through the ADX system. Trading takes place during working days being Sunday through Thursday except, on public and religious holidays through an auction session during pre-open and subsequently, through continuous trading at times set by ADX. Trading and clearing takes place by an ADX licensed broker. The net settlement of cash and gross settlement of securities is on T+2, that is two business days after the trade day.

All trades effected on the ADX relating to the AED Share Class of the Fund are settled in AED.

The mid price of any Share traded on the ADX will depend on supply and demand subject to price limits set by ADX and should normally correspond approximately to the Indicative NAV.

The Indicative NAV will be calculated by Thomson Reuters every 15 seconds during trading hours and will be available on [www.adx.ae](http://www.adx.ae). The values are intended to provide investors and market participants with a continuous indication of the Share's value and are usually based on the market value of the actual Fund portfolio.

The Indicative NAV is not, and should not be taken to be or relied upon as being the value of a Share or the price at which a Share may be subscribed for or redeemed on the ADX. The inability of the Directors or their delegate to provide an Indicative NAV for any period of time will not, in itself, result in Shares not being traded on the ADX and will be determined by the rules of the ADX in the circumstances. Investors interested in buying or selling Shares on the ADX should not rely solely on an Indicative NAV which is made available in making investment decisions but should consider other

market information and relevant economic factor (including, where relevant, information regarding the Index, the relevant constituent securities and financial instruments based on the Index).

**NBAD OneShare MSCI UAE UCITS ETF**  
**(the "Fund")**

**USD SHARE CLASS INFORMATION CARD**

**NBAD OneShare MSCI UAE UCITS ETF was closed on 6 June 2017 and is no longer available for investment.**

**This Class Information Card is a supplement to and forms part of and should be read in conjunction with the Prospectus dated 13 July 2017 for the Company and the Supplement dated 13 July 2017 for the Fund which are available from the Administrator.**

This Class Information Card contains specific information in relation to the USD Share Class of the Fund, a sub-fund of OneShare Plc (the "Company") an open-ended umbrella variable capital investment company with segregated liability between Funds. The Company has been authorised by the Central Bank pursuant to the Regulations.

This Class Information Card relates to investment by Authorised Participants dealing directly with the Administrator in the Primary Market only.

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

**1. Currency of Denomination and Registration of Shares in the Primary Market**

Shares issued in the USD Share Class of the Fund on the Primary Market will be in registered form and denominated in United States Dollars.

**2. Minimum Subscription and Minimum Redemption of Shares in the Primary Market**

In respect of both initial and subsequent applications for Shares in the USD Share Class, each investor in the USD Share Class must subscribe a minimum of 10,000 Shares or a multiple of 10,000 Shares in the Primary Market. The Minimum Redemption amount for the USD Share Class shall be 10,000 Shares or a multiple of 10,000 Shares.

The Directors reserve the right to differentiate between Shareholders as to and waive or reduce the Minimum Subscription and Minimum Redemption for certain investors.

### **3. Initial Offer of Shares in the Primary Market.**

Initially Shares in the USD Share Class will be offered during a period ending on 30 November, 2016 (the "Initial Offer Period") and issued on the last Business Day of the Initial Offer Period at an Initial Price per Share of USD 5. The Initial Offer Period may be shortened or extended at the discretion of the Directors.

### **4. Listing**

It is expected that an application for listing on a Relevant Stock Exchange will be made in respect of the Shares of the USD Share Class of the Fund. However as of the date of this Class Information Card, no application for listing on a Relevant Stock Exchange has been made.

### **5. Hedging**

The Investment Manager may, if it considers it prudent to do so, undertake currency hedging to reduce the USD Class exposure to the fluctuations of the currencies in which the Fund's assets may be denominated against USD. Although not the intention, over-hedged or under-hedged positions may arise as a result of hedging at class level due to factors outside the control of the Investment Manager. However hedged positions will be kept under review to ensure that over-hedged positions will not exceed 105% of the Net Asset Value of the USD Class Shares and that positions in excess of 100% of the Net Asset Value of the USD Class Shares will not be carried forward from month to month. The Investment Manager will seek to achieve this hedging by using foreign exchange including currency forwards as detailed in Appendix III of the Prospectus, the use of which are subject to the requirements of the Central Bank as more fully described in the section of the Prospectus entitled "Hedged Classes". The risks associated with currency hedging are more fully described in the section of the Prospectus entitled "Currency Risk" and "Share Currency Designation Risk."

**NBAD OneShare MSCI UAE UCITS ETF**  
**(the "Fund")**

**EUR SHARE CLASS INFORMATION CARD**

**NBAD OneShare MSCI UAE UCITS ETF was closed on 6 June 2017 and is no longer available for investment.**

**This Class Information Card is a supplement to and forms part of and should be read in conjunction with the Prospectus dated 13 July 2017 for the Company and the Supplement dated 13 July 2017 for the Fund which are available from the Administrator.**

This Class Information Card contains specific information in relation to the EUR Share Class of the Fund, a sub-fund of OneShare Plc (the "Company") an open-ended umbrella variable capital investment company with segregated liability between-Funds. The Company has been authorised by the Central Bank pursuant to the Regulations.

This Class Information Card relates to investment by Authorised Participants dealing directly with the Administrator in the Primary Market only.

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

**1. Currency of Denomination and Registration of Shares in the Primary Market**

Shares of the EUR Share Class of the Fund on the Primary Market will be in registered form and denominated in Euro.

**2. Minimum Subscription and Minimum Redemption in the Primary Market**

In respect of both initial and subsequent applications for Shares in the EUR Share Class, each investor in the EUR Share Class must subscribe a minimum of 10,000 Shares or a multiple of 10,000 Shares in the Primary Market. The Minimum Redemption amount for the EUR Share Class shall be 10,000 Shares or a multiple of 10,000 Shares.

The Directors reserve the right to differentiate between Shareholders as to and waive or reduce the Minimum Subscription and Minimum Redemption for certain investors.



### **3. Initial Offer of Shares in the Primary Market.**

Initially Shares in the EUR Share Class will be offered during a period ending on 30 November, 2016 (the "Initial Offer Period") and issued on the last Business Day of the Initial Offer Period at an Initial Price per Share of EUR 5. The Initial Offer Period may be shortened or extended at the discretion of the Directors.

### **4. Listing**

It is expected that an application for listing on a Relevant Stock Exchange will be made in respect of the Shares of the EUR Share Class of the Fund. However as of the date of this Class Information Card, no application for listing on a Relevant Stock Exchange has been made.

### **5. Hedging**

The Investment Manager may, if it considers it prudent to do so, undertake currency hedging to reduce the EUR Class exposure to the fluctuations of the currencies in which the Fund's assets may be denominated against EUR. Although not the intention, over-hedged or under-hedged positions may arise as a result of hedging at class level due to factors outside the control of the Investment Manager. However hedged positions will be kept under review to ensure that over-hedged positions will not exceed 105% of the Net Asset Value of the EUR Class Shares and that positions in excess of 100% of the Net Asset Value of the EUR Class Shares will not be carried forward from month to month. The Investment Manager will seek to achieve this hedging by using foreign exchange including currency forwards as detailed in Appendix III of the Prospectus, the use of which are subject to the requirements of the Central Bank as more fully described in the section of the Prospectus entitled "Hedged Classes". The risks associated with currency hedging are more fully described in the section of the Prospectus entitled "Currency Risk" and "Share Currency Designation Risk".

**NBAD OneShare MSCI UAE UCITS ETF**  
**(the "Fund")**

**GBP SHARE CLASS INFORMATION CARD**

**NBAD OneShare MSCI UAE UCITS ETF was closed on 6 June 2017 and is no longer available for investment.**

**This Class Information Card is a supplement to and forms part of and should be read in conjunction with the Prospectus dated 13 July 2017 for the Company and the Supplement dated 13 July 2017 for the Fund which are available from the Administrator.**

This Class Information Card contains specific information in relation to the GBP Share Class of the Fund, a sub-fund of OneShare Plc (the "Company") an open-ended umbrella variable capital investment company with segregated liability between Funds. The Company has been authorised by the Central Bank pursuant to the Regulations.

This Class Information Card relates to investment by Authorised Participants dealing directly with the Administrator in the Primary Market only.

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

**1. Currency of Denomination and Registration of Shares in the Primary Market**

Shares issued in the GBP Share Class of the Fund on the Primary Market will be in registered form and denominated in Sterling.

**2. Minimum Subscription and Minimum Redemption of Shares in the Primary Market**

In respect of both initial and subsequent applications for Shares in the GBP Share Class, each investor in the GBP Share Class must subscribe a minimum of 100,000 Shares or a multiple of 10,000 Shares in the Primary Market. The Minimum Redemption amount for the GBP Share Class shall be 10,000 Shares or a multiple of 10,000 Shares.

The Directors reserve the right to differentiate between Shareholders as to and waive or reduce the Minimum Subscription and Minimum Redemption for certain investors.

**3. Initial Offer of Shares in the Primary Market**

Initially Shares in the GBP Share Class will be offered from the first Business Day subsequent to the

date of this Class Information Card to 30 November, 2016 (the "Initial Offer Period") and issued on the last Business Day of the Initial Offer Period at an Initial Price per Share of £5. The Initial Offer Period may be shortened or extended at the discretion of the Directors.

#### **4. Listing**

It is expected that an application for listing on a Relevant Stock Exchange will be made in respect of the Shares of the GBP Share Class of the Fund. However as of the date of this Class Information Card, no application for listing on a Relevant Stock Exchange has been made.

#### **5. Hedging**

The Investment Manager may, if it considers it prudent to do so, undertake currency hedging to reduce the GBP Class exposure to the fluctuations of the currencies in which the Fund's assets may be denominated against Pound Sterling. Although not the intention, over-hedged or under-hedged positions may arise as a result of hedging at class level due to factors outside the control of the Investment Manager. However hedged positions will be kept under review to ensure that over-hedged positions will not exceed 105% of the Net Asset Value of the GBP Class Shares and that positions in excess of 100% of the Net Asset Value of the GBP Class Shares will not be carried forward from month to month. The Investment Manager will seek to achieve this hedging by using foreign exchange including currency forwards as detailed in Appendix III of the Prospectus, the use of which are subject to the requirements of the Central Bank as more fully described in the section of the Prospectus entitled "Hedged Classes". The risks associated with currency hedging are more fully described in the section of the Prospectus entitled "Currency Risk" and "Share Currency Designation Risk".

**SUPPLEMENT 2 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July 2017 (the “Prospectus”)**

**FAB Balanced Allocation Fund**

**This Supplement contains information relating specifically to the FAB Balanced Allocation Fund (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus which precedes this Supplement and is incorporated herein.**

**An investment in the sub-fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

Investors should note that this Supplement relates to investment by investors dealing directly with the Administrator. Investors who wish to subscribe for Shares via a Local Distributor should contact the relevant Local Distributor. Contact details for the relevant Local Distributor can be found on the website of the Investment Manager, being [www.nbad.com](http://www.nbad.com).

As at the date of this Supplement, the Company has seven other sub-funds, namely NBAD OneShare MSCI UAE UCITS ETF, FAB Conservative Allocation Fund, FAB Growth Allocation Fund, FAB MENA Bond Fund, FAB MENA Dividend Leader Fund, FAB Shariah MENA Dividend Leader Fund and NBAD WEC Africa Asia Frontier Markets Fund.

NBAD OneShare MSCI UAE ETF is the only exchange traded fund of the Company whereby its Shares are actively traded on the Abu Dhabi Securities Exchange.

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 entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

## 1. Interpretation

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of the Fund.
“Business Day”	means a day on which the banks in the UAE and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.
“Dealing Day”	means each Business Day or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. In circumstances where the last day of the week is not a Business Day, the preceding Business Day shall be the dealing day. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on <a href="http://www.nbad.ae">www.nbad.ae</a> .
“Dealing Deadline”	means 3.00 p.m. Irish time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded directly to the Administrator.
“Investment Manager”	The Investment Management business of First Abu Dhabi Bank PJSC.
“Valuation Point”	means close of business in the relevant markets on the Business Day immediately preceding the relevant Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.

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

## 2. Base Currency

The Base Currency of the Fund shall be US Dollars. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## 3. Share Classes

The Company has created one Class of Shares in the Fund, the USD Share Class.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

## 4. Investment Objective

The investment objective of the Fund is to provide long-term total returns consistent with a moderate level of risk.

## 5. Investment Policy

The Fund aims to achieve this investment objective primarily through investment in collective investment schemes which provide exposure principally to equities, debt securities, Money Market Instruments, currencies and/or alternative investments (i.e. commodities, real estate properties and hedge funds). Although the Investment Manager proposes to primarily obtain these exposures through investment in collective investment schemes, it may occasionally invest directly in equities, debt securities and Money Market Instruments in order to achieve the ranges set out below (i.e. where it is not possible to gain exposure through investment in collective investment schemes). Total exposure to each of the above referenced assets whether achieved through investment in collective investment schemes and/or directly in equities, debt securities and Money Market Instruments will be within the below ranges:-

<b>Asset Class</b>	<b>Normal Range (%)</b>	<b>Neutral (%) *</b>
Equity	30 – 70	40
Debt Securities	30 – 70	40
Alternative Investments (Property, Commodities, etc )	0 – 30	15
Cash / Money Markets	0 – 30	5

\* In the long term, it is expected that the asset allocation of the Fund will be approximately in the above referenced neutral position.

Investment in equities will consist of shares of companies listed on or dealt in Recognised Exchanges worldwide. There is no geographic or sectoral bias intended. Any investment in debt securities will include government and/or corporate bonds which may have fixed or floating rates of interest and which need not be of investment grade. Such debt securities may be listed on or dealt in Recognised Exchanges worldwide.

The Fund is managed both through a rigorous top-down asset allocation and bottom-up financial instrument selection strategy, where the investment process optimises the constant balance between risk and reward by aiming to deliver robust and steady portfolio returns while minimising downside risks. Asset allocation policy is formulated in the Investment Manager's Investment and Tactical Asset Allocation Committees ('IC', and 'TAA'), composed of investment experts from the Investment Manager both of which meet regularly. All asset classes provided for in the Fund's investment policy are covered, and tactical views are arrived at, as well as those of a more strategic (long-term), nature, the latter of which are used to build and update the portfolio as per the asset class limits as set out in the investment policy. Tactical asset allocation decisions are expressed through over, under, or neutral exposures to the major asset classes: (a) Money Market; (b) Fixed Income: duration target, credit exposure, emerging market, absolute return, inflation-linked and high yield bonds; (c) Equities: using regional and global sector weights; (d) Alternative Investments: hedge funds, real estate and commodities, and (e) Foreign Exchange: A selection process combining both quantitative and qualitative criteria is used to select best-in-class highly liquid financial instruments including but not limited to collective investment schemes and exchange traded funds in each asset class. An opportunistic and flexible mindset is applied, often based on fundamental themes resulting from detailed discussion within the IC and TAA.

The collective investment schemes invested in by the Fund may be UCITS and/or other collective investment schemes eligible for investment by a UCITS. However given no more than 30% in aggregate of the Net Asset Value of the Fund may be invested in non-UCITS collective investment schemes, the primary focus will be investment in UCITS schemes or sub-funds. In addition the Fund may invest in other sub-funds of the Company. Although the Fund in accordance with regulatory requirements may only invest in a UCITS or non-UCITS scheme which itself can invest no more than 10% of its net asset value in other UCITS or other collective investment undertakings, any investment by the Fund in other sub-funds of the Company is limited further in that the Fund may only invest in other sub-funds of the Company that do not hold units in other sub-funds of the Company.

Any investment in a non-UCITS collective investment scheme will be required to meet the following regulatory requirements:-

- it must have a sole object of collective investment in transferable securities and/or other liquid financial assets of capital raised from the public and operate on the

principle of risk spreading;

- it must be open-ended;
- it must be authorised under laws which provide that it is subject to supervision considered by the Central Bank to be equivalent to that specified in EU laws and that co-operation between authorities is sufficiently ensured;
- the level of protection for unitholders in that scheme must be equivalent to that provided for unitholders in a UCITS and in particular the rules on segregation of assets, borrowing, lending and uncovered sales of transferable securities and money market instruments must be equivalent to the requirements of the UCITS Directive; and
- the business of the scheme must be reported in half yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.

Pursuant to the Guidance Note issued by the Central Bank in relation to acceptable investments by a UCITS in other collective investment schemes, investment by a UCITS in the following categories of non-UCITS collective investment schemes are permitted:-

- (i) schemes established in Guernsey and authorised as Class A Schemes;
- (ii) schemes established in Jersey as Recognised Funds;
- (iii) schemes established in the Isle of Man as Authorised Schemes;
- (iv) non-UCITS retail collective investment schemes authorised by the Central Bank and non-UCITS collective investment undertakings authorised in a Member State of the European Economic Area (European Union Member States, Norway, Iceland, Liechtenstein), the US, Jersey, Guernsey or the Isle of Man provided all such non-UCITS schemes comply, in all material respects, with the provisions of the CBI UCITS Regulations issued by the Central Bank.

Consequently any investment by the Fund in non-UCITS collective investment schemes will be restricted to the above referenced schemes domiciled in the jurisdictions listed above.

Although it will be normal policy of the Fund to deploy its assets as detailed above, it may also retain cash and cash equivalents such as Money Market Instruments in 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 or Money Market Instruments pending reinvestment, the holding of cash or Money Market Instruments in order to meet redemptions and payment of expenses or in order to support derivative exposure.



## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Such borrowings may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the Prospectus.

## **7. Investment Manager**

The Investment Management business of First Abu Dhabi Bank PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter and Global Distributor to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled "Promoter".

In accordance with the investment management agreement entered into between the Company and the Investment Manager (the "Investment Management Agreement") and subject to the policies and control of the Board of Directors, the Investment Manager will be responsible for the investment and management of the Fund's assets, including analysing and selecting the investments in which the Fund may invest.

The Investment Manager will be responsible for monitoring the ongoing performance and suitability of the investments for the Fund in accordance with the Fund's investment objective and policies and to ensure that the Fund adheres to the investment restrictions and guidelines set out in Appendix I.

The Investment Manager may, in accordance with the requirements of the Central Bank delegate in whole or in part any of its duties or obligations (including discretionary investment management) to sub-investment managers or advisers upon such terms as to authority, liability and indemnity as shall be determined by the Investment Manager. Such sub-investment managers or advisers will not be paid directly by the Company. Disclosure of the appointment of any sub-investment managers or advisers will be provided to Shareholders on request and will be disclosed in the periodic reports of the Company. The Investment Manager shall exercise due care and diligence in such appointment and shall supervise the conduct of any delegation it makes. The Investment Manager currently does not plan to delegate any part of its duties and responsibilities.

The Investment Management Agreement provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the

Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the Fund's assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager's negligence, bad faith, wilful default, recklessness, breach of the Regulations or fraud).

## 8. Minimum Subscription and Minimum Redemption in the Primary Market

The Minimum Initial Subscription, Minimum Subsequent Subscription and Minimum Redemption amount are as follows:

### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Initial Subscription</b>
USD Share Class	USD100

### *Minimum Subsequent Subscription*

<b>Class</b>	<b>Minimum Subsequent Subscription</b>
USD Share Class	USD100

### *Minimum Redemption amount*

<b>Class</b>	<b>Minimum Redemption amount</b>
USD Share Class	USD100 (or if less, the value a Shareholder's total holding of Shares in the Class)

The Directors reserve the right to waive or reduce the Minimum Subscription and Minimum Redemption amount.

## 9. Application for Shares

Please refer to the section of the Prospectus entitled "Application for Shares in the Primary Market" for further details regarding the application process for Shares.

### *Settlement of Shares*

Investors may apply for a specific value of Shares on any Dealing Day (i.e. investors may not apply for a specific amount of shares in the Fund). There are no unit subscriptions permitted in

the Fund. Applications and Subscription money received by the Administrator on or before the Dealing Deadline will be executed at the Net Asset Value per share next determined.

Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form by the relevant Dealing Deadline.

With the agreement of the Administrator and the Company, settlement proceeds may be accepted at a later date. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

Investors may subscribe in specie in the Fund (i.e. by the transfer of investments or predominantly investments to the Fund). The Directors may, in their absolute discretion, refuse in specie subscriptions. If a subscription in specie is accepted by the Directors, this does not, in the event of redemption of Shares, confer on the Shareholder a right to have the redemption in specie. Further details in relation to in specie subscriptions are set out in the section entitled 'Application for Shares in the Primary Market' of the Prospectus.

#### *Issue of Shares*

Shares may be issued in fractions of Shares (rounded down to three (3) decimal places). The fractional shares may be issued where the amount subscribed does not entitle an Investor to whole shares.

#### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

#### *Subscription Fees*

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor.

### **10. Redemption of Shares**

Investors may redeem Shares subject to the provisions of the Prospectus entitled "Redemption of Shares in the Primary Market".

Investors may redeem either a specific number of Shares or Shares of a specified value on any Dealing Day. Any redemption requests received by the Administrator will be redeemed at the Net Asset Value per share next determined, subject to any applicable charges. Any redemption requests received at or after Dealing Deadline will be treated as having been received on the next following Dealing Day for that Fund.

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. 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.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid to investors within four Business Days from the relevant Dealing Day provided that all required documentation has been furnished to and received by the Administrator. The redemption proceeds will be paid to the bank account details provided in the original application form. The proceeds will be paid in the currency of denomination of the relevant Share Class of the Fund concerned at the expense and risk of the Shareholder. No third party payments can be made. During the settlement of redemptions, such Shares are not available for switching to other sub-funds of the Company.

### **11. Conversion of Shares**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading "Conversion of Shares in the Primary Market". The Directors do not currently intend to impose a conversion fee.

### **12. 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.

### **13. Fees and Expenses**

The following fees and expenses are payable out of the Fund. In addition, the Fund shall bear its attributable portion of the fees and operating expenses of the Company. The operating fees

and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

Where there is more than one Fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole as opposed to individual Funds (including, inter alia, meetings of the Company, Directors fees, updates of the Prospectus, etc) shall be divided between all applicable Funds in proportion to the Net Asset Value of the relevant Funds.

### **Investment Manager**

First Abu Dhabi Bank PJSC shall be entitled to receive out of the net assets of the Fund an annual fee not exceeding 1.5% of the Net Asset Value of the Fund in respect of its services as investment manager. This annual fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears. First Abu Dhabi Bank PJSC in its capacity as investment manager may at its discretion waive the whole or any part of its annual fee. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as investment manager will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Global Distributor Fees**

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor. The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as global distributor will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Administrator Fees**

The Administrator shall be entitled to receive out of the net assets of the Fund an annual fee as set out below which will not exceed 0.05% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears, subject to a minimum annual fee which at umbrella level is USD 36,000 per month until 31 December, 2016 and thereafter USD 43,000 per month. This minimum fee is apportioned across all Funds of the Company based on the Net Asset Value of each Funds.

The Administrator shall also be compensated for other services, including inter alia account maintenance, registration and transaction fees which shall be at normal commercial rates together with VAT, if any, thereon.

### **Depository Fees**

The Depository shall be entitled to receive out of the net assets of the Fund an annual trustee fee not exceeding 0.0125% of the Net Asset Value of the Fund (plus VAT, if any), accrued and

calculated on each Valuation Point and payable monthly in arrears.

In addition to such remuneration, the Depositary shall be entitled to be repaid 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 Depositary or any sub-custodian.

### **Fees payable in respect of Investments in Underlying Funds**

The Fund may be liable to pay, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees or charges in respect of each collective investment scheme in which it invests. Such typical fee ranges of underlying collective investment schemes include up to 2.0% of the collective investment scheme's net asset value in respect of management fees, a range of 0.05% to 0.25% of the collective investment scheme's net asset value in respect of administration and trustee fees (excluding any annual minimum fees) and between 0% and 20% of the portion of the increase of performance of the net asset value of the respective underlying fund over a predetermined period of time in respect of performance fees payable to the investment manager of the underlying collective investment scheme (except in some cases where such performance fees are payable only in excess of an applicable hurdle rate).

However, where the Fund invests in another sub-fund of the Company, there will be no double dipping of management fees (or investment management fees where such fee is paid directly out of the assets of the Fund) in respect of that portion of the assets invested by the Fund in the other sub-fund of the Company. If the Fund invests in the shares of other collective investment schemes that are managed, directly or by delegation, by the Investment Manager or by any other company with which the Investment Manager is linked by common management or control, or by a substantial direct or indirect holding, the Investment Manager or other company may not charge subscription, conversion or redemption fees on account of investment by the Fund in the shares of such other collective investment schemes.

## **14. Distributions**

The Fund is an accumulating Fund and therefore it is not intended to distribute dividends to the Shareholders. The income, 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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

## **15. Risk Factors**

The attention of investors is drawn to the “Risk Factors” section in the Section of the Prospectus entitled “The Company” and should also consider the following risk factors prior to investing in the Fund:

### **Absence of Secondary Market**

Currently there is no public market for the Shares of the Fund and it is unlikely that any active secondary market for the Fund will develop. Shareholders may only be able to dispose of their Shares by means of redemptions on the relevant Dealing Day at a relevant redemption price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Dealing Day will be borne by the Shareholders requesting redemption.

### **Emerging Market Risk**

The Fund may have exposures in excess of 30% of the Net Asset Value of the Fund in emerging markets. Differences in business practices, high levels of debt, inflation and regular currency fluctuations may significantly impair economies of emerging nations when compared to developed countries. Further details in relation to emerging market risk are outlined in the “Risk Factors” section of the Prospectus in the section entitled “The Company”.

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

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled “Publication of Net Asset Value per Share”, the Net Asset Value per Share of the Fund shall also be available from Bloomberg or any other third party data provider as agreed, which shall be updated following each calculation of Net Asset Value per Share.

## **17. Profile of a Typical Investor**

The Fund may be suitable for investors looking for potentially long-term total returns. Investors in this Fund should have at least a three-to-five year investment horizon.

**SUPPLEMENT 3 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July 2017 (the “Prospectus”)**

**FAB Conservative Allocation Fund**

**This Supplement contains information relating specifically to the FAB Conservative Allocation Fund (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus which precedes this Supplement and is incorporated herein.**

**An investment in the sub-fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

Investors should note that this Supplement relates to investment by investors dealing directly with the Administrator. Investors who wish to subscribe for Shares via a Local Distributor should contact the relevant Local Distributor. Contact details for the relevant Local Distributor can be found on the website of the Investment Manager, being [www.nbad.ae](http://www.nbad.ae).

As at the date of this Supplement, the Company has seven other sub-funds, namely NBAD OneShare MSCI UAE UCITS ETF, FAB Balanced Allocation Fund, FAB Growth Allocation Fund, FAB MENA Bond Fund, FAB MENA Dividend Leader Fund, FAB Shariah MENA Dividend Leader Fund and NBAD WEC Africa Asia Frontier Markets Fund.

NBAD OneShare MSCI UAE ETF is the only exchange traded fund of the Company whereby its Shares are actively traded on the Abu Dhabi Securities Exchange.

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 entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.



## 1. Interpretation

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of the Fund.
“Business Day”	means a day on which the banks in the UAE and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.
“Dealing Day”	means each Business Day or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. In circumstances where the last day of the week is not a Business Day, the preceding Business Day shall be the dealing day. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on <a href="http://www.nbad.ae">www.nbad.ae</a> .
“Dealing Deadline”	means 3.00 p.m. Irish time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded directly to the Administrator.
“Investment Manager”	The Investment Management business of First Abu Dhabi Bank PJSC.
“Valuation Point”	means close of business in the relevant markets on the Business Day immediately preceding the relevant Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.

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

## 2. Base Currency

The Base Currency of the Fund shall be US Dollars. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## 3. Share Classes

The Company has created one Class of Shares in the Fund, the USD Share Class.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

## 4. Investment Objective

The investment objective of the Fund is to provide long-term total returns consistent with a low level of risk.

## 5. Investment Policy

The Fund aims to achieve this investment objective primarily through investment in collective investment schemes which provide exposure principally to equities, debt securities, Money Market Instruments, currencies and/or alternative investments (i.e. commodities, real estate properties and hedge funds). Although the Investment Manager proposes to primarily obtain these exposures through investment in collective investment schemes, it may occasionally invest directly in equities, debt securities and Money Market Instruments in order to achieve the ranges set out below (i.e. where it is not possible to gain exposure through investment in collective investment schemes). Total exposure to each of the above referenced assets whether achieved through investment in collective investment schemes and/or directly in equities, debt securities and Money Market Instruments will be within the below ranges:-

<b>Asset Class</b>	<b>Normal Range (%)</b>	<b>Neutral (%) *</b>
Equity	0 – 40	15
Debt Securities	30 – 90	70
Alternative Investments (Property, Commodities, etc )	0 – 25	10
Cash / Money Markets	0 – 45	5

\* In the long term, it is expected that the asset allocation of the Fund will be approximately in the above referenced neutral position.

Investment in equities will consist of shares of companies listed on or dealt in Recognised Exchanges worldwide. There is no geographic or sectoral bias intended. Any investment in debt securities will include government and/or corporate bonds which may have fixed or floating rates of interest and which need not be of investment grade. Such debt securities may be listed on or dealt in Recognised Exchanges worldwide.

The Fund is managed both through a rigorous top-down asset allocation and bottom-up financial instrument selection strategy, where the investment process optimises the constant balance between reward and risk by aiming to deliver robust and steady portfolio returns while minimising downside risks. Asset allocation policy is formulated in the Investment Manager's Investment and Tactical Asset Allocation Committees ('IC' and 'TAA'), which are composed of investment experts from the Investment Manager both of which meet regularly. All asset classes provided for in the Fund's investment policy are covered and tactical views are arrived at, as well as those of a more strategic (long-term) nature, the latter of which are used to build and update the portfolio as per the asset class limits as set out in the investment policy. Tactical asset allocation decisions are expressed through over, under, or neutral exposures to the major asset classes, including but not limited to: (a) Money Market; (b) Fixed Income: duration target, credit exposure, emerging market, absolute return, inflation-linked and high yield bonds; (c) Equities: regional and global sector weights. (d) Alternative investments: hedge funds, real estate and commodities. (e) Foreign Exchange. A selection process combining both quantitative and qualitative criteria is used to select best-in-class highly liquid financial instruments including but not limited to collective investment schemes and exchange traded funds in each asset class. An opportunistic and flexible mindset is applied, often based on fundamental themes resulting from detailed discussion within the IC and TAA.

The collective investment schemes invested in by the Fund may be UCITS and/or other collective investment schemes eligible for investment by a UCITS. However given no more than 30% in aggregate of the Net Asset Value of the Fund may be invested in non-UCITS collective investment schemes, the primary focus will be investment in UCITS schemes or sub-funds. In addition the Fund may invest in other sub-funds of the Company. Although the Fund in accordance with regulatory requirements may only invest in a UCITS or non-UCITS scheme which itself can invest no more than 10% of its net asset value in other UCITS or other collective investment undertakings, any investment by the Fund in other sub-funds of the Company is limited further in that the Fund may only invest in other sub-funds of the Company that do not hold units in other sub-funds of the Company.

Any investment in a non-UCITS collective investment scheme will be required to meet the following regulatory requirements:-

- it must have a sole object of collective investment in transferable securities and/or other liquid financial assets of capital raised from the public and operate on the

principle of risk spreading;

- it must be open-ended;
- it must be authorised under laws which provide that it is subject to supervision considered by the Central Bank to be equivalent to that specified in EU laws and that co-operation between authorities is sufficiently ensured;
- the level of protection for unitholders in that scheme must be equivalent to that provided for unitholders in a UCITS and in particular the rules on segregation of assets, borrowing, lending and uncovered sales of transferable securities and money market instruments must be equivalent to the requirements of the UCITS Directive; and
- the business of the scheme must be reported in half yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.

Pursuant to the Guidance Note issued by the Central Bank in relation to acceptable investments by a UCITS in other collective investment schemes, investment by a UCITS in the following categories of non-UCITS collective investment schemes are permitted:-

- (i) schemes established in Guernsey and authorised as Class A Schemes;
- (ii) schemes established in Jersey as Recognised Funds;
- (iii) schemes established in the Isle of Man as Authorised Schemes;
- (iv) non-UCITS retail collective investment schemes authorised by the Central Bank and non-UCITS collective investment undertakings authorised in a Member State of the European Economic Area (European Union Member States, Norway, Iceland, Liechtenstein), the US, Jersey, Guernsey or the Isle of Man provided all such non-UCITS schemes comply, in all material respects, with the provisions of the CBI UCITS Regulations issued by the Central Bank.

Consequently any investment by the Fund in non-UCITS collective investment schemes will be restricted to the above referenced schemes domiciled in the jurisdictions listed above.

Although it will be normal policy of the Fund to deploy its assets as detailed above, it may also retain cash and cash equivalents such as Money Market Instruments in 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 or Money Market Instruments pending reinvestment, the holding of cash or Money Market Instruments in order to meet redemptions and payment of expenses or in order to support derivative exposure.

## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf

of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Such borrowings may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the Prospectus.

## **7. Investment Manager**

The Investment Management business of First Abu Dhabi Bank PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter and Global Distributor to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled "Promoter".

In accordance with the investment management agreement entered into between the Company and the Investment Manager (the "Investment Management Agreement") and subject to the policies and control of the Board of Directors, the Investment Manager will be responsible for the investment and management of the Fund's assets, including analysing and selecting the investments in which the Fund may invest.

The Investment Manager will be responsible for monitoring the ongoing performance and suitability of the investments for the Fund in accordance with the Fund's investment objective and policies and to ensure that the Fund adheres to the investment restrictions and guidelines set out in Appendix I.

The Investment Manager may, in accordance with the requirements of the Central Bank delegate in whole or in part any of its duties or obligations (including discretionary investment management) to sub-investment managers or advisers upon such terms as to authority, liability and indemnity as shall be determined by the Investment Manager. Such sub-investment managers or advisers will not be paid directly by the Company. Disclosure of the appointment of any sub-investment managers or advisers will be provided to Shareholders on request and will be disclosed in the periodic reports of the Company. The Investment Manager shall exercise due care and diligence in such appointment and shall supervise the conduct of any delegation it makes. The Investment Manager currently does not plan to delegate any part of its duties and responsibilities.

The Investment Management Agreement provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the Fund's assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including

reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager's negligence, bad faith, wilful default, recklessness, breach of the Regulations or fraud).

## 8. Minimum Subscription and Minimum Redemption in the Primary Market

The Minimum Initial Subscription, Minimum Subsequent Subscription and Minimum Redemption amount are as follows:

### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Initial Subscription</b>
USD Share Class	USD100

### *Minimum Subsequent Subscription*

<b>Class</b>	<b>Minimum Subsequent Subscription</b>
USD Share Class	USD100

### *Minimum Redemption amount*

<b>Class</b>	<b>Minimum Redemption amount</b>
USD Share Class	USD100 (or if less, the value a Shareholder's total holding of Shares in the Class)

The Directors reserve the right to waive or reduce the Minimum Subscription and Minimum Redemption amount.

## 9. Application for Shares

Please refer to the section of the Prospectus entitled "Application for Shares in the Primary Market" for further details regarding the application process for Shares.

### *Settlement of Shares*

Investors may apply for a specific value of Shares on any Dealing Day (i.e. investors may not apply for a specific amount of shares in the Fund). There are no unit subscriptions permitted in the Fund. Applications and Subscription money received by the Administrator on or before the Dealing Deadline will be executed at the Net Asset Value per share next determined. Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or

electronic transfer to the bank account specified in the Application Form by the relevant Dealing Deadline.

With the agreement of the Administrator and the Company, settlement proceeds may be accepted at a later date. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

Investors may subscribe in specie in the Fund (i.e. by the transfer of investments or predominantly investments to the Fund). The Directors may, in their absolute discretion, refuse in specie subscriptions. If a subscription in specie is accepted by the Directors, this does not, in the event of redemption of Shares, confer on the Shareholder a right to have the redemption in specie. Further details in relation to in specie subscriptions are set out in the section entitled 'Application for Shares in the Primary Market' of the Prospectus.

#### *Issue of Shares*

Shares may be issued in fractions of Shares (rounded down to three (3) decimal places). The fractional shares may be issued where the amount subscribed does not entitle an Investor to whole shares.

#### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

#### *Subscription Fees*

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor.

### **10. Redemption of Shares**

Investors may redeem Shares subject to the provisions of the Prospectus entitled "Redemption of Shares in the Primary Market".

Investors may redeem either a specific number of Shares or Shares of a specified value on any Dealing Day. Any redemption requests received by the Administrator will be redeemed at the Net Asset Value per share next determined, subject to any applicable charges. Any redemption requests received at or after Dealing Deadline will be treated as having been received on the next following Dealing Day for that Fund.

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. 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.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid to investors within four Business Days from the relevant Dealing Day provided that all required documentation has been furnished to and received by the Administrator. The redemption proceeds will be paid to the bank account details provided in the original application form. The proceeds will be paid in the currency of denomination of the relevant Share Class of the Fund concerned at the expense and risk of the Shareholder. No third party payments can be made. During the settlement of redemptions, such Shares are not available for switching to other sub-funds of the Company.

### **11. Conversion of Shares**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading "Conversion of Shares in the Primary Market". The Directors do not currently intend to impose a conversion fee.

### **12. 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.

### **13. Fees and Expenses**

The following fees and expenses are payable out of the Fund. In addition, the Fund shall bear its attributable portion of the fees and operating expenses of the Company. The operating fees and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

Where there is more than one Fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole



as opposed to individual Funds (including, inter alia, meetings of the Company, Directors fees, updates of the Prospectus, etc) shall be divided between all applicable Funds in proportion to the Net Asset Value of the relevant Funds.

### **Investment Manager**

First Abu Dhabi Bank PJSC shall be entitled to receive out of the net assets of the Fund an annual fee not exceeding 1.25% of the Net Asset Value of the Fund in respect of its services as investment manager. This annual fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears. First Abu Dhabi Bank PJSC in its capacity as investment manager may at its discretion waive the whole or any part of its annual fee. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as investment manager will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Global Distributor Fees**

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor. The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as global distributor will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Administrator Fees**

The Administrator shall be entitled to receive out of the net assets of the Fund an annual fee as set out below which will not exceed 0.05% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears, subject to a minimum annual fee which at umbrella level is USD 36,000 per month until 31 December, 2016 and thereafter USD 43,000 per month. This minimum fee is apportioned across all Funds of the Company based on the Net Asset Value of each Fund..

The Administrator shall also be compensated for other services, including inter alia account maintenance, registration and transaction fees which shall be at normal commercial rates together with VAT, if any, thereon.

### **Depository Fees**

The Depository shall be entitled to receive out of the net assets of the Fund an annual trustee fee not exceeding 0.0125% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears.

In addition to such remuneration, the Depository shall be entitled to be repaid 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 Depositary or any sub-custodian.

### **Fees payable in respect of Investments in Underlying Funds**

The Fund may be liable to pay, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees or charges in respect of each collective investment scheme in which it invests. Such typical fee ranges of underlying collective investment schemes include up to 2.0% of the collective investment scheme's net asset value in respect of management fees, a range of 0.05% to 0.25% of the collective investment scheme's net asset value in respect of administration and trustee fees (excluding any annual minimum fees) and between 0% and 20% of the portion of the increase of performance of the net asset value of the respective underlying fund over a predetermined period of time in respect of performance fees payable to the investment manager of the underlying collective investment scheme (except in some cases where such performance fees are payable only in excess of an applicable hurdle rate).

However, where the Fund invests in another sub-fund of the Company, there will be no double dipping of management fees (or investment management fees where such fee is paid directly out of the assets of the Fund) in respect of that portion of the assets invested by the Fund in the other sub-fund of the Company. If the Fund invests in the shares of other collective investment schemes that are managed, directly or by delegation, by the Investment Manager or by any other company with which the Investment Manager is linked by common management or control, or by a substantial direct or indirect holding, the Investment Manager or other company may not charge subscription, conversion or redemption fees on account of investment by the Fund in the shares of such other collective investment schemes.

## **14. Distributions**

The Fund is an accumulating Fund and therefore it is not intended to distribute dividends to the Shareholders. The income, 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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

## **15. Risk Factors**

The attention of investors is drawn to the "Risk Factors" section in the Section of the Prospectus entitled "The Company" and should also consider the following risk factors prior to investing in the Fund:

**Absence of Secondary Market**

Currently there is no public market for the Shares of the Fund and it is unlikely that any active secondary market for the Fund will develop. Shareholders may only be able to dispose of their Shares by means of redemptions on the relevant Dealing Day at a relevant redemption price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Dealing Day will be borne by the Shareholders requesting redemption.

**Emerging Market Risk**

The Fund may have exposures in excess of 30% of the Net Asset Value of the Fund in emerging markets. Differences in business practices, high levels of debt, inflation and regular currency fluctuations may significantly impair economies of emerging nations when compared to developed countries. Further details in relation to emerging market risk are outlined in the "Risk Factors" section of the Prospectus in the section entitled "The Company".

**16. Publication of Net Asset Value per Share**

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled "Publication of Net Asset Value per Share", the Net Asset Value per Share of the Fund shall also be available from Bloomberg or any other third party data provider as agreed, which shall be updated following each calculation of Net Asset Value per Share.

**17. Profile of a Typical Investor**

The Fund may be suitable for investors looking for potentially long-term total returns. Investors in this Fund should have at least a two-to-three year investment horizon.

**SUPPLEMENT 4 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July 2017 (the**  
**“Prospectus”)**  
**FAB Growth Allocation Fund**

**This Supplement contains information relating specifically to the FAB Growth Allocation Fund (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus which precedes this Supplement and is incorporated herein.**

**An investment in the sub-fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

Investors should note that this Supplement relates to investment by investors dealing directly with the Administrator. Investors who wish to subscribe for Shares via a Local Distributor should contact the relevant Local Distributor. Contact details for the relevant Local Distributor can be found on the website of the Investment Manager, being [www.nbad.ae](http://www.nbad.ae).

As at the date of this Supplement, the Company has seven other sub-funds, namely NBAD OneShare MSCI UAE UCITS ETF, FAB Balanced Allocation Fund, FAB Conservative Allocation Fund, FAB MENA Bond Fund, FAB MENA Dividend Leader Fund, FAB Shariah MENA Dividend Leader Fund and NBAD WEC Africa Asia Frontier Markets Fund.

NBAD OneShare MSCI UAE ETF is the only exchange traded fund of the Company whereby its Shares are actively traded on the Abu Dhabi Securities Exchange.

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 entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

## 1. Interpretation

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of the Fund.
“Business Day”	means a day on which the banks in the UAE and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.
“Dealing Day”	means each Business Day or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. In circumstances where the last day of the week is not a Business Day, the preceding Business Day shall be the dealing day. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on <a href="http://www.nbad.ae">www.nbad.ae</a> .
“Dealing Deadline”	means 3.00 p.m. Irish time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded directly to the Administrator.
“Investment Manager”	The Investment Management business of First Abu Dhabi Bank PJSC.
“Valuation Point”	means close of business in the relevant markets on the Business Day immediately preceding the relevant Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.

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

## 2. Base Currency

The Base Currency of the Fund shall be US Dollars. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## 3. Share Classes

The Company has created one Class of Shares in the Fund, the USD Share Class.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

## 4. Investment Objective

The investment objective of the Fund is to provide long-term total returns consistent with a high level of risk.

## 5. Investment Policy

The Fund aims to achieve this investment objective primarily through investment in collective investment schemes which provide exposure principally to equities, debt securities, Money Market Instruments, currencies and/or alternative investments (i.e. commodities, real estate properties and hedge funds). Although the Investment Manager proposes to primarily obtain these exposures through investment in collective investment schemes, it may occasionally invest directly in equities, debt securities and Money Market Instruments in order to achieve the ranges set out below (i.e. where it is not possible to gain exposure through investment in collective investment schemes). Total exposure to each of the above referenced assets whether achieved through investment in collective investment schemes and/or directly in equities, debt securities and Money Market Instruments will be within the below ranges:-

<b>Asset Class</b>	<b>Normal Range (%)</b>	<b>Neutral (%) *</b>
Equity	50 – 90	70
Debt Securities	0 – 40	10
Alternative Investments (Property, Commodities, etc )	0 – 40	15
Cash / Money Markets	0 – 30	5

\* In the long term, it is expected that the asset allocation of the Fund will be approximately in the above referenced neutral position.

Investment in equities will consist of shares of companies listed on or dealt in Recognised Exchanges worldwide. There is no geographic or sectoral bias intended. Any investment in debt securities will include government and/or corporate bonds which may have fixed or floating rates of interest and which need not be of investment grade. Such debt securities may be listed on or dealt in Recognised Exchanges worldwide.

The Fund is managed both through a rigorous top-down asset allocation and bottom-up financial instrument selection strategy, where the investment process optimises the constant balance between reward and risk by aiming to deliver robust and steady portfolio returns while minimising downside risks. Asset allocation policy is formulated in the Investment Manager's Investment and Tactical Allocation Committees, which are composed of investment experts from the Investment Manager, both of which meet regularly. All asset classes provided for in the Fund's investment policy are covered and tactical views are arrived at, as well as those of a more strategic (long-term) nature, the latter of which are used to build and update the portfolio as per the asset class limits as set out in the investment policy. Tactical asset allocation decisions are expressed through over, under, or neutral exposures to the major asset classes, including but not limited to: (a) Money Market; (b) Fixed Income: duration target, credit exposure, emerging market, absolute return, inflation-linked and high yield bonds; (c) Equities: regional and global sector weights. (d) Alternative Investments: hedge funds, real estate and commodities. (e) Foreign Exchange: A selection process mixing both quantitative and qualitative criteria is used to select best-in-class highly liquid financial instruments in each asset class. An opportunistic and flexible mindset is applied, often based on fundamental themes resulting from detailed discussion within the IC and TAA.

The collective investment schemes invested in by the Fund may be UCITS and/or other collective investment schemes eligible for investment by a UCITS. However given no more than 30% in aggregate of the Net Asset Value of the Fund may be invested in non-UCITS collective investment schemes, the primary focus will be investment in UCITS schemes or sub-funds. In addition the Fund may invest in other sub-funds of the Company. Although the Fund in accordance with regulatory requirements may only invest in a UCITS or non-UCITS scheme which itself can invest no more than 10% of its net asset value in other UCITS or other collective investment undertakings, any investment by the Fund in other sub-funds of the Company is limited further in that the Fund may only invest in other sub-funds of the Company that do not hold units in other sub-funds of the Company.

Any investment in a non-UCITS collective investment scheme will be required to meet the following regulatory requirements:-

- it must have a sole object of collective investment in transferable securities and/or other liquid financial assets of capital raised from the public and operate on the principle of risk spreading;
- it must be open-ended;

- it must be authorised under laws which provide that it is subject to supervision considered by the Central Bank to be equivalent to that specified in EU laws and that co-operation between authorities is sufficiently ensured;
- the level of protection for unitholders in that scheme must be equivalent to that provided for unitholders in a UCITS and in particular the rules on segregation of assets, borrowing, lending and uncovered sales of transferable securities and money market instruments must be equivalent to the requirements of the UCITS Directive; and
- the business of the scheme must be reported in half yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.

Pursuant to the Guidance Note issued by the Central Bank in relation to acceptable investments by a UCITS in other collective investment schemes, investment by a UCITS in the following categories of non-UCITS collective investment schemes are permitted:-

- (i) schemes established in Guernsey and authorised as Class A Schemes;
- (ii) schemes established in Jersey as Recognised Funds;
- (iii) schemes established in the Isle of Man as Authorised Schemes;
- (iv) non-UCITS retail collective investment schemes authorised by the Central Bank and non-UCITS collective investment undertakings authorised in a Member State of the European Economic Area (European Union Member States, Norway, Iceland, Liechtenstein), the US, Jersey, Guernsey or the Isle of Man provided all such non-UCITS schemes comply, in all material respects, with the provisions of the CBI UCITS Regulations issued by the Central Bank.

Consequently any investment by the Fund in non-UCITS collective investment schemes will be restricted to the above referenced schemes domiciled in the jurisdictions listed above.

Although it will be normal policy of the Fund to deploy its assets as detailed above, it may also retain cash and cash equivalents such as Money Market Instruments in 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 or Money Market Instruments pending reinvestment, the holding of cash or Money Market Instruments in order to meet redemptions and payment of expenses or in order to support derivative exposure.

## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Such borrowings may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the



Prospectus.

## **7. Investment Manager**

The Investment Management Division of First Abu Dhabi Bank PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter and Global Distributor to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled "Promoter".

In accordance with the investment management agreement entered into between the Company and the Investment Manager (the "Investment Management Agreement") and subject to the policies and control of the Board of Directors, the Investment Manager will be responsible for the investment and management of the Fund's assets, including analysing and selecting the investments in which the Fund may invest.

The Investment Manager will be responsible for monitoring the ongoing performance and suitability of the investments for the Fund in accordance with the Fund's investment objective and policies and to ensure that the Fund adheres to the investment restrictions and guidelines set out in Appendix I.

The Investment Manager may, in accordance with the requirements of the Central Bank delegate in whole or in part any of its duties or obligations (including discretionary investment management) to sub-investment managers or advisers upon such terms as to authority, liability and indemnity as shall be determined by the Investment Manager. Such sub-investment managers or advisers will not be paid directly by the Company. Disclosure of the appointment of any sub-investment managers or advisers will be provided to Shareholders on request and will be disclosed in the periodic reports of the Company. The Investment Manager shall exercise due care and diligence in such appointment and shall supervise the conduct of any delegation it makes. The Investment Manager currently does not plan to delegate any part of its duties and responsibilities.

The Investment Management Agreement provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the Fund's assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager's negligence, bad faith, wilful default, recklessness, breach of the

Regulations or fraud).

## 8. Minimum Subscription and Minimum Redemption in the Primary Market

The Minimum Initial Subscription, Minimum Subsequent Subscription and Minimum Redemption amount are as follows:

### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Initial Subscription</b>
USD Share Class	USD100

### *Minimum Subsequent Subscription*

<b>Class</b>	<b>Minimum Subsequent Subscription</b>
USD Share Class	USD100

### *Minimum Redemption amount*

<b>Class</b>	<b>Minimum Redemption amount</b>
USD Share Class	USD 100 (or if less, the value a Shareholder's total holding of Shares in the Class)

The Directors reserve the right to waive or reduce the Minimum Subscription and Minimum Redemption amount.

## 9. Application for Shares

Please refer to the section of the Prospectus entitled "Application for Shares in the Primary Market" for further details regarding the application process for Shares.

### *Settlement of Shares*

Investors may apply for a specific value of Shares on any Dealing Day (i.e. investors may not apply for a specific amount of shares in the Fund). There are no unit subscriptions permitted in the Fund. Applications and Subscription money received by the Administrator on or before the Dealing Deadline will be executed at the Net Asset Value per share next determined. Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form by the relevant Dealing Deadline.

With the agreement of the Administrator and the Company, settlement proceeds may be accepted at a later date. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

Investors may subscribe in specie in the Fund (i.e. by the transfer of investments or predominantly investments to the Fund). The Directors may, in their absolute discretion, refuse in specie subscriptions. If a subscription in specie is accepted by the Directors, this does not, in the event of redemption of Shares, confer on the Shareholder a right to have the redemption in specie. Further details in relation to in specie subscriptions are set out in the section entitled 'Application for Shares in the Primary Market' of the Prospectus.

#### *Issue of Shares*

Shares may be issued in fractions of Shares (rounded down to three (3) decimal places). The fractional shares may be issued where the amount subscribed does not entitle an Investor to whole shares.

#### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

#### *Subscription Fees*

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor.

### **10. Redemption of Shares**

Investors may redeem Shares subject to the provisions of the Prospectus entitled "Redemption of Shares in the Primary Market".

Investors may redeem either a specific number of Shares or Shares of a specified value on any Dealing Day. Any redemption requests received by the Administrator will be redeemed at the Net Asset Value per share next determined, subject to any applicable charges. Any redemption requests received at or after Dealing Deadline will be treated as having been received on the next following Dealing Day for that Fund.

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. 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.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid to investors within four Business Days from the relevant Dealing Day provided that all required documentation has been furnished to and received by the Administrator. The redemption proceeds will be paid to the bank account details provided in the original application form. The proceeds will be paid in the currency of denomination of the relevant Share Class of the Fund concerned at the expense and risk of the Shareholder. No third party payments can be made. During the settlement of redemptions, such Shares are not available for switching to other sub-funds of the Company.

### **11. Conversion of Shares**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading "Conversion of Shares in the Primary Market". The Directors do not currently intend to impose a conversion fee.

### **12. 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.

### **13. Fees and Expenses**

The following fees and expenses are payable out of the Fund. In addition, the Fund shall bear its attributable portion of the fees and operating expenses of the Company. The operating fees and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

Where there is more than one Fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole as opposed to individual Funds (including, inter alia, meetings of the Company, Directors fees,

updates of the Prospectus, etc) shall be divided between all applicable Funds in proportion to the Net Asset Value of the relevant Funds.

### **Investment Manager**

First Abu Dhabi Bank PJSC shall be entitled to receive out of the net assets of the Fund an annual fee not exceeding 1.5% of the Net Asset Value of the Fund in respect of its services as investment manager. This annual fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears. First Abu Dhabi Bank PJSC in its capacity as investment manager may at its discretion waive the whole or any part of its annual fee. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as investment manager will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Global Distributor Fees**

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor. The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as global distributor will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Administrator Fees**

The Administrator shall be entitled to receive out of the net assets of the Fund an annual fee as set out below which will not exceed 0.05% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears, subject to a minimum annual fee which at umbrella level is USD 36,000 per month until 31 December, 2016 and thereafter USD 43,000 per month. This minimum fee is apportioned across all Funds of the Company based on the Net Asset Value of each Fund..

The Administrator shall also be compensated for other services, including inter alia account maintenance, registration and transaction fees which shall be at normal commercial rates together with VAT, if any, thereon.

### **Depositary Fees**

The Depositary shall be entitled to receive out of the net assets of the Fund an annual trustee fee not exceeding 0.0125% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears.

In addition to such remuneration, the Depositary shall be entitled to be repaid 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 Depositary or any sub-

custodian.

### **Fees payable in respect of Investments in Underlying Funds**

The Fund may be liable to pay, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees or charges in respect of each collective investment scheme in which it invests. Such typical fee ranges of underlying collective investment schemes include up to 2.0% of the collective investment scheme's net asset value in respect of management fees, a range of 0.05% to 0.25% of the collective investment scheme's net asset value in respect of administration and trustee fees (excluding any annual minimum fees) and between 0% and 20% of the portion of the increase of performance of the net asset value of the respective underlying fund over a predetermined period of time in respect of performance fees payable to the investment manager of the underlying collective investment scheme (except in some cases where such performance fees are payable only in excess of an applicable hurdle rate).

However, where the Fund invests in another sub-fund of the Company, there will be no double dipping of management fees (or investment management fees where such fee is paid directly out of the assets of the Fund) in respect of that portion of the assets invested by the Fund in the other sub-fund of the Company. If the Fund invests in the shares of other collective investment schemes that are managed, directly or by delegation, by the Investment Manager or by any other company with which the Investment Manager is linked by common management or control, or by a substantial direct or indirect holding, the Investment Manager or other company may not charge subscription, conversion or redemption fees on account of investment by the Fund in the shares of such other collective investment schemes.

### **14. Distributions**

The Fund is an accumulating Fund and therefore it is not intended to distribute dividends to the Shareholders. The income, 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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

### **15. Risk Factors**

The attention of investors is drawn to the "Risk Factors" section in the Section of the Prospectus entitled "The Company" and should also consider the following risk factors prior to investing in the Fund:

**Absence of Secondary Market**

Currently there is no public market for the Shares of the Fund and it is unlikely that any active secondary market for the Fund will develop. Shareholders may only be able to dispose of their Shares by means of redemptions on the relevant Dealing Day at a relevant redemption price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Dealing Day will be borne by the Shareholders requesting redemption.

**Emerging Market Risk**

The Fund may have exposures in excess of 30% of the Net Asset Value of the Fund in emerging markets. Differences in business practices, high levels of debt, inflation and regular currency fluctuations may significantly impair economies of emerging nations when compared to developed countries. Further details in relation to emerging market risk are outlined in the "Risk Factors" section of the Prospectus in the section entitled "The Company".

**16. Publication of Net Asset Value per Share**

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled "Publication of Net Asset Value per Share", the Net Asset Value per Share of the Fund shall also be available from Bloomberg or any other third party data provider as agreed, which shall be updated following each calculation of Net Asset Value per Share.

**17. Profile of a Typical Investor**

The Fund may be suitable for investors looking for potentially long-term total returns. Investors in this Fund should have at least a five year investment horizon.

**SUPPLEMENT 5 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July (the “Prospectus”)**

**FAB MENA Bond Fund**

**This Supplement contains information relating specifically to the FAB MENA Bond Fund (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus which precedes this Supplement and is incorporated herein.**

**The Fund may invest in financial derivative instruments for investment purposes and/or efficient portfolio management purposes. In relation to the leverage effect of investing in financial derivative instruments, see “Global Exposure and Leverage” below.**

**An investment in the sub-fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

**Although the Fund may invest substantially in Money Market Instruments in certain circumstances, Shares in the Fund are not deposits and are different in nature to a deposit in that the investment is not guaranteed and the value of the investment is capable of fluctuation. Investment in the Fund involves certain investment risks, including the possible loss of principal.**

Investors should note that this Supplement relates to investment by investors dealing directly with the Administrator. Investors who wish to subscribe for Shares via a Local Distributor should contact the relevant Local Distributor. Contact details for the relevant Local Distributor can be found on the website of the Investment Manager, being [www.nbad.ae](http://www.nbad.ae).

As at the date of this Supplement, the Company has seven other sub-funds, namely NBAD OneShare MSCI UAE UCITS ETF, FAB Balanced Allocation Fund, FAB Conservative Allocation Fund, FAB Growth Allocation Fund, FAB MENA Dividend Leader Fund, FAB Shariah MENA Dividend Leader Fund and NBAD WEC Africa Asia Frontier Markets Fund.

NBAD OneShare MSCI UAE UCITS ETF is the only exchange traded fund of the Company whereby its Shares are actively traded on the Abu Dhabi Securities Exchange.

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 entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

## **1. Interpretation**

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“Approved Counterparty” means the Global Markets business of the First Abu Dhabi Bank PJSC and/or such other entity selected by the Investment Manager, provided always that such other entity is, in relation to OTC derivatives, one falling within a category permitted by the CBI UCITS Regulations.

“Business Day” means a day on which the banks in the UAE and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.

“Dealing Day” means each Business Day or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on [www.nbad.ae](http://www.nbad.ae).

“Dealing Deadline” means 3.00 p.m. Irish time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded directly to the Administrator. Investors who wish to

subscribe for Shares via the Local Distributor should contact the relevant Local Distributor.

“EUR Share Classes”	means the EUR Accumulating (Hedged), EUR Distributing (Hedged), EUR Accumulating (Unhedged) and EUR Distributing (Unhedged).
“GBP Share Classes”	mean the GBP Accumulating (Hedged), GBP Distributing (Hedged), GBP Accumulating (Unhedged) and GBP Distributing (Unhedged).
“Investment Manager”	The Investment Management business of First Abu Dhabi Bank PJSC.
“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of the Fund.
“Middle East and North Africa” /“MENA”	means countries in the Middle East and North Africa as defined by the World Bank, details of which are available on <a href="http://www.worldbank.org">www.worldbank.org</a> .
“Valuation Point”	means close of business in the relevant markets on the Business Day immediately preceding the relevant Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.

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

## **2. Base Currency**

The Base Currency of the Fund shall be US Dollars. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## **3. Share Classes**

The Company has created the following Classes of Shares in the Fund:

- USD Accumulating
- USD Accumulating (I)
- USD Distributing
- AED Accumulating (Unhedged)

- AED Distributing (Unhedged)
- GBP Accumulating (Hedged)
- GBP Distributing (Hedged)
- GBP Accumulating (Unhedged)
- GBP Distributing (Unhedged)
- EUR Accumulating (Hedged)
- EUR Distributing (Hedged)
- EUR Accumulating (Unhedged)
- EUR Distributing (Unhedged)

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

#### *Unhedged Share Classes*

In relation to the Classes of the Fund which are not designated in the Base Currency, a currency conversion, where applicable, will take place on subscriptions, redemptions, switches and distributions at prevailing exchange rates. Accordingly, any Class of Shares that is not designated in the Base Currency of the Fund will have an exposure to possible adverse currency fluctuations and it is not the intention of the Fund to use hedging techniques for unhedged share classes to protect against such currency risk. Investors should be aware that this may substantially limit investors from benefiting if the Base Currency of such Fund depreciates against the currencies in which the assets of the Fund are denominated.

#### *Hedged Share Classes*

Currency hedging will be undertaken to reduce the currency exposure of the Hedged Share Classes designated in a currency other than the Base Currency. Although not the intention, over-hedged or under-hedged positions may arise as a result of hedging at Class level due to factors outside the control of the Investment Manager. However hedged positions will be kept under review to ensure that over-hedged positions will not exceed 105% of the Net Asset Value of the Class and that positions in excess of 100% of the Net Asset Value of the Class will not be carried forward from month to month. If the Investment Manager enters into such transactions for the purpose of hedging at Class level, then such transactions will each be solely attributable to the relevant Class and may not be combined or offset against the exposures of other Classes or specific assets. Further information in relation to hedging is set out in Section 8 below.

#### **4. Investment Objective**

The investment objective of the Fund is to provide attractive levels of income with some prospect of capital gains over the medium term.

#### **5. Investment Policy**

The Fund aims to achieve this investment objective primarily through investment in a broadly diversified range of Money Market Instruments and/or debt securities (including inter alia notes (with a maturity from the date of issue of longer than one year but less than ten years), structured notes, participatory notes, bills and bonds) issued by governments, institutions and corporations in MENA countries, Turkey and India and/or corporations which derive a significant proportion of their revenues or profits from, or have a significant portion of their assets in MENA countries, Turkey and India. The Investment Manager selects Money Market Instruments and debt securities based on fundamental research reports and assessment of other technical parameters such as liquidity, credit rating and relative value analysis. Such debt securities, which may have fixed or floating rates of interest, may be rated or unrated and will be listed on or dealt in Recognised Exchanges worldwide. Where rated, the debt securities will have a credit rating of B- or above as rated by Standard & Poor's or an equivalent rating by Moody's or Fitch or as determined by the Investment Manager.

The Investment Manager selects Money Market Instruments and debt securities based primarily on fundamental research. For sovereign or government securities this typically includes an evaluation of the outlook for growth and inflation, debt levels across all sectors of the economy, as well as the absolute and relative yields offered by the securities. Corporate securities may also be included in the Fund whereby initial screening of the investable universe would look for securities that appear to offer high yields relative to both credit ratings and maturity. Such securities and their issuers would then be analysed on a bottom-up basis by the Investment Manager, determining the financial strengths and weaknesses, earnings outlook, corporate strategy, management ability and quality of the company. Company visits will be part of this process. For each type of investment, so called technical indicators will also be considered to help identify situations where recent price moves look extreme and indicate attractive or unattractive levels to buy or sell securities and/or currencies highlighted by the fundamental research noted above.

Participatory and structured notes are notes which are unleveraged and where the return on such notes is based on the performance of underlying securities.

The Fund may invest in closed ended collective investment schemes provided the shares in such collective investment schemes constitute transferable securities for UCITS purposes. Any investment in such unlisted securities will be subject to the 10% aggregate restriction referred to in Appendix I of the Prospectus.

Subject to the Regulations, the Fund may use the following derivatives for investment purposes in order to gain long and/or short exposure to the instruments in which the Fund may invest

directly in: - futures and options, credit default swaps, swaps, swaptions and forwards, details of which are set out below. The percentage range of assets of the Fund that is anticipated will be invested in long and short positions is zero to 100% of the Net Asset Value of the Fund in net long positions and zero to 20% of the Net Asset Value of the Fund in net short positions (taking into account indirect exposure through financial derivative instruments).

#### *Futures*

The Fund may purchase and sell various kinds of futures contracts in order to seek to increase total return by exposure to changes in interest rates, currencies and/or the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

#### *Options*

The Fund may purchase and sell OTC or exchange traded options in order to seek to increase total return by exposure to changes in interest rates, currencies and/or the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

#### *Credit Default Swaps*

The Fund may enter into credit default swaps in order to obtain exposure to credit risk to increase total return.

#### *Swaps and Swaptions*

The Fund may enter into swaps and swaptions in order to seek to increase total return by exposure to changes in interest rates, currencies and/or the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund. Swaps and swaptions (including total return swaps) may be used as a substitute for physical securities or a less expensive or more liquid way of obtaining desired exposures.

In the case of OTC derivatives, the counterparties to any such transactions shall be entities which satisfy the OTC counterparty criteria set down by the Central Bank in the CBI UCITS Regulations or are otherwise approved by the Central Bank and where applicable the Company's credit assessment criteria. The counterparty to any total return swap entered into by the Fund shall not assume any discretion over the composition or management of the investment portfolio of the Fund or of the underlying of the total return swap. The annual report of the Company will provide information on the underlying exposure obtained through any total return swaps held by the Fund and the identities of the counterparties to such total return swap contracts.

All types of assets which may be held by the Fund in accordance with its investment objectives and policies may be subject to a total return swap.

The maximum proportion of the Fund's assets which can be subject to total return swaps is 25% of the Net Asset Value of the Fund.

However, the expected proportion of the Fund's assets which will be subject to total return swaps will range from 0% to 25% of the Net Asset Value of the Fund's assets. The proportion of

the Fund's assets which are subject to total return swaps at any given time will depend on prevailing market conditions and the value of the relevant investments.

For the purposes of the above, a total return swap is any OTC derivative contract in which one counterparty transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty.

Further information relating to total return swaps is set out in the Prospectus at the section entitled "Total Return Swaps".

#### *Forwards*

The Fund may purchase and sell forward contracts in order to seek to increase total return by exposure to changes in interest rates, currencies and/or the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

The Fund may invest in open-ended and/or closed ended collective investment schemes which give exposure to debt securities and Money Market Instruments in which the Fund may invest directly in accordance with the above investment policy. Investment in such open-ended collective schemes will not exceed 10% of the Net Asset Value of the Fund. For the avoidance of doubt the Fund will not invest in other sub-funds of the Company.

Although it will be normal policy of the Fund to deploy its assets as detailed above, it may also retain cash and cash equivalents such as Money Market Instruments in 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 or Money Market Instruments pending reinvestment, the holding of cash or Money Market Instruments in order to meet redemptions and payment of expenses or in order to support derivative exposure.

## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Such borrowings may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the Prospectus.

## **7. Global Exposure and Leverage**

Pursuant to paragraph 6.1 of Appendix I of the Prospectus under the heading "Investment Restrictions" and sub-heading "Financial Derivative Instruments", the Fund will use the Commitment Approach as part of its risk management process.

It is not expected that the leverage generated through the use of financial derivative

instruments will exceed 100% of Net Asset Value of the Fund when calculated using the Commitment Approach (i.e. the Fund's total global exposure will not exceed 200% of the Fund's Net Asset Value).

## **8. Efficient Portfolio Management Techniques**

The Fund may employ techniques and instruments such as those outlined below for efficient portfolio management purposes.

### *Financial Derivative Instruments*

Subject to the 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 may use financial derivative instruments for the purpose of efficient portfolio management, for example to reduce risk, to gain exposure to positions where it is more efficient to do so through the use of derivatives than investing directly or to gain exposure to markets or positions in which the Fund cannot invest directly. Currency hedging may be undertaken at the Fund level to reduce the Fund's exposure to the fluctuations of the currencies in which the Fund's assets may be designated against the Base Currency. Similarly as detailed above currency hedging may be undertaken at Class Level. In accordance with the investment policy of the Fund, derivatives may include futures and options, credit default swaps, swaps, swaptions and forwards either traded on an exchange or over the counter (OTC). Further details setting out the commercial purpose of such derivatives are set out in Appendix III of the Prospectus.

### *Repurchase Agreements for the Purposes of Efficient Portfolio Management*

Subject to the conditions and limits set out in the CBI UCITS Regulations, the Fund may use repurchase agreements to generate additional income for the Fund. Further details are set out in Appendix III of the Prospectus.

All types of assets which may be held by the Fund in accordance with its investment objectives and policies may be subject to a repurchase agreement.

The maximum proportion of the Fund's assets which can be subject to repurchase agreements is 25% of the Net Asset Value of the Fund.

However, the expected proportion of the Fund's assets which will be subject to repurchase agreements will range from 0% to 25% of the Net Asset Value of the Fund's assets. The proportion of the Fund's assets which are subject to repurchase agreements at any given time will depend on prevailing market conditions and the value of the relevant investments.

### *Operational Costs and Fees Arising from the Use of Total Return Swaps and Efficient Portfolio Management Techniques*

Information relating to the operational costs and fees arising from the use of total return swaps (as defined under SFTR) for investment and/or efficient portfolio management purposes or efficient portfolio management techniques (such as repurchase agreements) for efficient portfolio management purposes is set out in Appendix III to the Prospectus.

## **9. Investment Manager / Approved Counterparty**

### *Investment Manager*

The Investment Management business of First Abu Dhabi Bank PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter and Global Distributor to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled "Promoter".

In accordance with the investment management agreement entered into between the Company and the Investment Manager (the "Investment Management Agreement") and subject to the policies and control of the Board of Directors, the Investment Manager will be responsible for the investment and management of the Fund's assets, including analysing and selecting the investments in which the Fund may invest.

The Investment Manager will be responsible for monitoring the ongoing performance and suitability of the investments for the Fund in accordance with the Fund's investment objective and policies and to ensure that the Fund adheres to the investment restrictions and guidelines set out in Appendix I of the Prospectus.

The Investment Manager may, in accordance with the requirements of the Central Bank delegate in whole or in part any of its duties or obligations (including discretionary investment management) to sub-investment managers or advisers upon such terms as to authority, liability and indemnity as shall be determined by the Investment Manager. Such sub-investment managers or advisers will not be paid directly by the Company. Disclosure of the appointment of any sub-investment managers or advisers will be provided to Shareholders on request and will be disclosed in the periodic reports of the Company. The Investment Manager shall exercise due care and diligence in such appointment and shall supervise the conduct of any delegation it makes. The Investment Manager currently does not plan to delegate any part of its duties and responsibilities.

The Investment Management Agreement provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or



forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the Fund's assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager's negligence, bad faith, wilful default, recklessness, breach of the Regulations or fraud).

#### Approved Counterparty

The Global Markets business of First Abu Dhabi Bank PJSC ("GM") may act as OTC counterparty to the Fund subject to the following conditions being complied with:-

- (i) GM acting as OTC counterparty to the Fund and the Investment Management business of FAB acting as investment manager of the Fund are subject to the related party transactions requirements set down by the Central Bank in the CBI UCITS Regulations. Further information relating to related party transactions is provided for under the heading "Conflicts of Interest" in the Prospectus;
- (ii) the Fund must have no other direct exposure to FAB i.e. through direct investments issued by or deposits held with FAB;
- (iii) exposure to FAB under the terms of the OTC derivatives must not exceed 5% of the Net Asset Value of the Fund; and
- (iv) FAB remains a prudentially regulated credit institution and has a rating of AA-/A-1+ by S&P, Aa3/P1 by Moody's and AA-/F1+ by Fitch.

Consequently, FAB may act as both investment manager and OTC counterparty to the Fund. However, in such circumstances, separate divisions within FAB (as detailed above) would act as OTC counterparty and investment manager. These divisions are segregated by legal arrangements and a robust internal control environment is in place with physical, electronic, and appropriate corporate governance to minimise potential risk to investors.

## **10. Initial Offer of Shares in the Primary Market**

Shares for each of the GBP Share Classes and EUR Share Classes (with the exception of the EUR Distributing (Hedged)) will continue to be offered until 31 August 2017 (the "GBP and EUR Initial Offer Period"). During the GBP and EUR Initial Offer Period, Shares in each of the GBP Share Classes will be offered at an initial price per Share of GBP 5 and Shares in each of the EUR Share Classes (with the exception of the EUR Distributing (Hedged)) will be offered at an initial price per Share of EUR 5 and Shares in each of those Classes will be issued at the relevant initial price on the first Business Day after the close of the GBP and EUR Initial Offer Period of the relevant Class.

Shares in the USD Accumulating (I) Class will be offered at an Initial Price per Share from the first Business Day subsequent to the date of this Supplement to 31 August 2017 (the “USD Initial Offer Period”) and will issue on the first Business Day after the close of the USD Initial Offer Period at an Initial Price per Share of USD 5.

The Initial Offer Period of each of the above referenced Classes may be shortened or extended at the discretion of 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 a yearly basis.

After the close of the Initial Offer Period of each of the above referenced Classes, all applications for Shares must be received by the Dealing Deadline (as defined above) in the manner set out in the Prospectus. For further information, please see the section headed “Application for Shares in the Primary Market” in this Prospectus.

Shares in the USD Accumulating, USD Distributing, AED Distributing (Unhedged), AED Accumulation (Unhedged) and EUR Distributing (Hedged) were previously offered at a fixed price and are now offered and continue to be offered at the Net Asset Value per Share of each Class.

#### 11. Minimum Subscription and Minimum Redemption in the Primary Market

The Minimum Initial Subscription, Minimum Subsequent Subscription and Minimum Redemption amount are as follows:

##### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Initial Subscription</b>
USD Accumulating USD Distributing	USD 100
AED Accumulating (Unhedged) AED Distributing (Unhedged)	AED 500
EUR Accumulating (Hedged) EUR Distributing (Hedged) EUR Accumulating (Unhedged) EUR Distributing (Unhedged)	EUR 100
GBP Accumulating (Hedged) GBP Distributing (Hedged) GBP Accumulating (Unhedged) GBP Distributing (Unhedged)	GBP 100
USD Accumulating (I)	USD 1,000,000

### *Minimum Subsequent Subscription*

<b>Class</b>	<b>Minimum Subsequent Subscription</b>
USD Accumulating USD Accumulating (I) USD Distributing	USD 100
AED Accumulating (Unhedged) AED Distributing (Unhedged)	AED 500
EUR Accumulating (Hedged) EUR Distributing (Hedged) EUR Accumulating (Unhedged) EUR Distributing (Unhedged)	EUR 100
GBP Accumulating (Hedged) GBP Distributing (Hedged) GBP Accumulating (Unhedged) GBP Distributing (Unhedged)	GBP 100

### *Minimum Redemption amount*

<b>Class</b>	<b>Minimum Redemption amount</b>
USD Accumulating USD Accumulating (I) USD Distributing	USD 100 (or if less, the value a Shareholder's total holding of Shares in the Class)
AED Accumulating (Unhedged) AED Distributing (Unhedged)	AED 500 (or if less, the value a Shareholder's total holding of Shares in the Class)
EUR Accumulating (Hedged) EUR Distributing (Hedged) EUR Accumulating (Unhedged) EUR Distributing (Unhedged)	EUR 100 (or if less, the value a Shareholder's total holding of Shares in the Class)
GBP Accumulating (Hedged) GBP Distributing (Hedged) GBP Accumulating (Unhedged) GBP Distributing (Unhedged)	GBP 100 (or if less, the value a Shareholder's total holding of Shares in the Class)

The Directors reserve the right to waive or reduce the Minimum Subscription and/or Minimum Redemption amount.

## **12. Application for Shares**

Please refer to the section of the Prospectus entitled "Application for Shares in the Primary Market" for further details regarding the application process for Shares.

### *Settlement of Shares*

Investors may apply for a specific value of Shares on any Dealing Day (i.e. investors may not apply for a specific amount of shares in the Fund). There are no unit subscriptions permitted in the Fund. Applications and Subscription money received by the Administrator on or before the Dealing Deadline will be executed at the Net Asset Value per share next determined. Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form by the relevant Dealing Deadline.

With the agreement of the Administrator and the Company, settlement proceeds may be accepted at a later date. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

Investors may subscribe in specie in the Fund (i.e. by the transfer of investments or predominantly investments to the Fund). The Directors may, in their absolute discretion, refuse in specie subscriptions. If a subscription in specie is accepted by the Directors, this does not, in the event of redemption of Shares, confer on the Shareholder a right to have the redemption in specie.

### *Issue of Shares*

Shares may be issued in fractions of Shares (rounded down to three (3) decimal places). The fractional shares may be issued where the amount subscribed does not entitle an Investor to whole shares.

### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

### *Subscription Fees*

Subscription fees of up to 3% of the total subscription amount may be charged by the Global Distributor or any Local Distributor.

## **13. Redemption of Shares**

Investors may redeem Shares subject to the provisions of the Prospectus entitled "Redemption of Shares in the Primary Market".

Investors may redeem either a specific number of Shares or Shares of a specified value on any Dealing Day. Any redemption requests received by the Administrator will be redeemed at the

Net Asset Value per share next determined, subject to any applicable charges. Any redemption requests received at or after Dealing Deadline will be treated as having been received on the next following Dealing Day for that Fund.

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. 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.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid to investors within four Business Days from the relevant Dealing Day provided that all required documentation has been furnished to and received by the Administrator. The redemption proceeds will be paid to the bank account details provided in the original application form. The proceeds will be paid in the currency of denomination of the relevant Share Class of the Fund concerned at the expense and risk of the Shareholder. No third party payments can be made. During the settlement of redemptions, such Shares are not available for switching to other sub-funds of the Company.

#### *Redemption Fee*

A redemption fee not exceeding 2% of the Net Asset Value of Shares being redeemed may be imposed on the redemption of Shares for the benefit of the Fund where the holding period is less than 90 calendar days in order to deter short term or abusive trading practices.

### **14. Conversion of Shares**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading "Conversion of Shares in the Primary Market". The Directors do not currently intend to impose a conversion fee.

### **15. 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.

## **16. Fees and Expenses**

The following fees and expenses are payable out of the Fund. In addition, the Fund shall bear its attributable portion of the fees and operating expenses of the Company. The operating fees and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

Where there is more than one sub-fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole as opposed to individual sub-funds (including, inter alia, meetings of the Company, Directors fees, updates of the Prospectus, etc) shall be divided between all applicable sub-funds of the Company in proportion to the Net Asset Value of the relevant sub-funds of the Company.

### **Establishment Costs**

The costs of establishing the Fund including the fees and expenses of legal advisers, product development fees and expenses, regulatory fees and expenses and any other fees and expenses arising on the formation and launch of the Fund, which amounted to approximately USD 50,000, were borne by the Fund and are being amortised over a period of five Accounting Periods.

### **Investment Manager**

First Abu Dhabi Bank PJSC shall be entitled to receive out of the net assets of the Fund an annual fee not exceeding 1% of the Net Asset Value of the Fund in respect of its services as investment manager. This annual fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears. First Abu Dhabi Bank PJSC in its capacity as investment manager may at its discretion waive the whole or any part of its annual fee. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as investment manager will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Global Distributor Fees**

Subscription fees of up to 3% of the total subscription amount may be charged by the Global Distributor or any Local Distributor. The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as global distributor will be reimbursed by the Fund as may be approved from time to time by the Directors.

## **Administrator Fees**

The Administrator shall be entitled to receive out of the net assets of the Fund an annual fee as set out below which will not exceed 0.05% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears, subject to a minimum annual fee which at umbrella level is USD 36,000 per month until 31 December, 2016 and thereafter USD 43,000 per month. This minimum fee is apportioned across all Funds of the Company based on the Net Asset Value of each Fund...

The Administrator shall also be compensated for other services, including inter alia account maintenance, registration and transaction fees which shall be at normal commercial rates together with VAT, if any, thereon.

## **Depositary Fees**

The Depositary shall be entitled to receive out of the net assets of the Fund an annual trustee fee not exceeding 0.0125% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears.

In addition to such remuneration, the Depositary shall be entitled to be repaid 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 Depositary or any sub-custodian.

## **17. Distributions**

### *Accumulating Share Classes*

With respect to Accumulating Share Classes, it is intended that, in the normal course of business, distributions will not be declared and that any net investment income attributable to each accumulating Share Class will be accumulated daily in the respective Net Asset Value per Share of each respective Share Class.

### *Distributing Share Classes*

The amount available for distribution for the distributing Share Classes of this Fund shall be the net income of the Fund attributable to the distributing Share Classes of the Fund whether in the form of dividends, interests and/or net realised and unrealised gains (i.e. realised and unrealised gains net of realised and unrealised losses) during the Accounting Period.

At the discretion of the Directors, distributions will be made on a semi-annual basis in relation to the distributing Share Classes. For each Accounting Period in which relevant income of the Fund attributable to Shares of each distributing Class are distributed, the Fund will normally go

“ex-dividend” on 01 April and 01 October of that Accounting Period and the distribution in respect of Shares of the distributing Classes will be declared on or before the end of March in respect of the 01 April ex-dividend date and on or before the end of September in respect of the 01 October ex-dividend date. In circumstances where 01 April and 01 October are not Business Days, the “ex dividend” date will be the next Business Day. Payments will be made within 15 Business Days of each ex-dividend date.

Distributions (if any) will be paid directly to the Shareholder. Shareholders may elect for dividends to be reinvested by the Company in payment for additional Shares of the applicable Class. Such notices must be given by completing the appropriate section of the application form or alternatively by notifying the Company in writing of the election for dividends to be reinvested by the Company in payment for additional Shares of the applicable Class.

A payment of a distribution will be at the risk and cost of the relevant Shareholder, or, in the case of joint holders, of the first named of them or to such person and address as the holder or joint holders may direct, or upon an instruction of a Shareholder received five Business Days prior to the date on which the declared dividend becomes payable, by wire or electronic transfer at the risk and cost of the relevant Shareholder to a designated account and the Company shall not be responsible for any loss arising in respect of such transmission. Dividend payments of less than US\$10 (or its foreign currency equivalent) will not be paid out to Shareholders but will be retained by the Company in order to defray administration costs.

An equalisation account will be maintained for the Fund so that the amount distributed will be the same for all Shares of the same Class notwithstanding different dates of issue. A sum equal to that part of the issued price of the Share which reflects income (if any) accrued but undistributed up to the date of issue less any income expenses incurred during that period will be deemed to be an equalisation payment and treated as repaid to Shareholders with the first dividend or accumulation to which the Shareholder is entitled.

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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

## **18. Listing**

Shares in USD Accumulating, USD Distributing, AED Distributing (Unhedged), AED Accumulating (Unhedged) and EUR Distributing (Hedged), issued and to be issued, are admitted to the Official List and trading on the Main Securities Market of The Irish Stock Exchange. The Directors do not anticipate that an active secondary market will develop in the Shares in each of those Classes.

## **19. Risk Factors**

The attention of investors is drawn to the “Risk Factors” section in the Section of the



Prospectus entitled “The Company” and the risks in using derivatives highlighted in Appendix III of the Prospectus and should also consider the following risk factors prior to investing in the Fund:

**The MENA Region**

Investors should recognise that investing in securities of countries in the MENA region involves significant risks and special considerations, including those set forth in the “Risk Factors” section of the Prospectus in the section entitled “The Company”, which are not typically associated with investing in developed markets. They are additional to the normal risks inherent in any such investment and include political, economic, legal, currency, inflation and taxation risks. There is also risk of loss due to lack of adequate systems for transferring, pricing, accounting for and safekeeping or record keeping of securities. Additionally, risks arise from corruption and organised crime and from lack of developed securities markets in certain countries in the MENA Region. The specific nature of such risks may vary according to the securities purchased and the country in which investments are made.

**Absence of Secondary Market**

Currently there is no public market for the Shares of the Fund and it is unlikely that any active secondary market for the Fund will develop. Shareholders may only be able to dispose of their Shares by means of redemptions on the relevant Dealing Day at a relevant redemption price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Dealing Day will be borne by the Shareholders requesting redemption.

**Emerging Market Risk**

The Fund may have exposures in excess of 30% of the Net Asset Value of the Fund in emerging markets. Differences in business practices, high levels of debt, inflation and regular currency fluctuations may significantly impair economies of emerging nations when compared to developed countries. Further details in relation to emerging market risk are outlined in the “Risk Factors” section of the Prospectus in the section entitled “The Company”.

An investor should take into account the following considerations in respect of the Fund’s use of participatory notes:

- (i) Counterparty risk. The primary exposure of the investor is to the issuer. In this regard, it is anticipated the relevant issuer will have a credit rating of A or better by S&P or A2 or better by Moody’s.
- (ii) Risk of early unwind if strategy under performs.
- (iii) A number of factors will impact the value of the participatory notes over the term, including but not limited to changes in the value of the underlying securities, changes in the level of interest rates and changes in the cost and availability of stock loan.

**20. Publication of Net Asset Value per Share**

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled “Publication of Net Asset Value per Share”, the Net Asset

Value per Share of the Fund will be notified to the Irish Stock Exchange without delay upon calculation and shall also be available from Bloomberg or any other third party data provider as agreed, which shall be updated following each calculation of Net Asset Value per Share.

## **21. Profile of a Typical Investor**

The Fund is suitable to investors with a medium to long term time horizon (typically 3 to 5 years). The investment is not suitable for short term investors. An investment in the Fund is only suitable for investors who are capable of evaluating the risks and merits of such investment and who have sufficient resources to bear any loss which might result from such investment. Prospective investors should consult with their professional and financial advisors before making an application for Shares.

**SUPPLEMENT 6 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July (the “Prospectus”)**

**FAB MENA Dividend Leader Fund**

**This Supplement contains information relating specifically to the FAB MENA Dividend Leader Fund (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus which precedes this Supplement and is incorporated herein.**

**The Fund may invest in financial derivative instruments for investment purposes and/or efficient portfolio management purposes. In relation to the leverage effect of investing in financial derivative instruments, see “Global Exposure and Leverage” below.**

**An investment in the sub-fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

Investors should note that this Supplement relates to investment by investors dealing directly with the Administrator. Investors who wish to subscribe for Shares via a Local Distributor should contact the relevant Local Distributor. Contact details for the relevant Local Distributor can be found on the website of the Investment Manager, being [www.nbad.ae](http://www.nbad.ae).

As at the date of this Supplement, the Company has seven other sub-funds, namely NBAD OneShare MSCI UAE UCITS ETF, FAB Balanced Allocation Fund, FAB Conservative Allocation Fund, FAB Growth Allocation Fund, FAB MENA Bond Fund, FAB Shariah MENA Dividend Leader Fund and NBAD WEC Africa Asia Frontier Markets Fund.

NBAD OneShare MSCI UAE UCITS ETF is the only exchange traded fund of the Company whereby its Shares are actively traded on the Abu Dhabi Securities Exchange.

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 entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

## 1. Interpretation

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“AED Share Classes”	means the AED Accumulating (Unhedged) and AED Distributing (Unhedged).
“Benchmark”	means the S&P Pan Arab Composite LM Cap Index (total return). The Bloomberg ticker of the index is SPACTUX. The index consists of eleven markets namely Bahrain, Egypt, Jordan, Kuwait, Lebanon, Morocco, Oman, Qatar, Saudi Arabia, Tunisia, and the United Arab Emirates. The S&P Pan Arab Composite LM Cap Index (total return) is part of the S&P Pan Arab Composite Large Mid Cap Index details of which can be found on <a href="http://us.spindices.com/indices/equity/sp-pan-arab-composite-largemidcap-index">http://us.spindices.com/indices/equity/sp-pan-arab-composite-largemidcap-index</a> .
“Business Day”	means a day on which the banks in the UAE and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.
“Dealing Day”	means each Business Day or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on <a href="http://www.nbad.ae">www.nbad.ae</a> .
“Dealing Deadline”	means 3.00 p.m. Irish time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded

directly to the Administrator. Investors who wish to subscribe for Shares via the Local Distributor should contact the relevant Local Distributor.

“EUR Share Classes”	means the EUR Accumulating (Hedged), EUR Distributing (Hedged), EUR Accumulating (Unhedged) and EUR Distributing (Unhedged).
“GBP Share Classes”	means the GBP Accumulating (Hedged), GBP Distributing (Hedged), GBP Accumulating (Unhedged) and GBP Distributing (Unhedged).
“Investment Manager”	The Investment Management business of First Abu Dhabi Bank PJSC.
“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of the Fund.
“Middle East and North Africa” /“MENA”	means countries in the Middle East and North Africa as defined by the World Bank, details of which are available on <a href="http://www.worldbank.org">www.worldbank.org</a>
“Valuation Point”	means close of business in the relevant markets on the Business Day immediately preceding the relevant Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.

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

## **2. Base Currency**

The Base Currency of the Fund shall be US Dollars. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## **3. Share Classes**

The Company has created the following Classes of Shares in the Fund:

- USD Accumulating
- USD Accumulating (I)
- USD Distributing

- USD Distributing (DHABI)\*\*
- AED Accumulating (Unhedged)
- AED Distributing (Unhedged)
- GBP Accumulating (Hedged)
- GBP Distributing (Hedged)
- GBP Accumulating (Unhedged)
- GBP Distributing (Unhedged)
- EUR Accumulating (Hedged)
- EUR Distributing (Hedged)
- EUR Accumulating (Unhedged)
- EUR Distributing (Unhedged)

\*\* The USD Distributing (DHABI) Class is only available for investment by intermediaries (acting on behalf of underlying investors) who have been appointed by the Global Distributor and/or Local Distributors to market the Fund.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

#### Unhedged Share Classes

In relation to the Classes of the Fund which are not designated in the Base Currency, a currency conversion, where applicable, will take place on subscriptions, redemptions, switches and distributions at prevailing exchange rates. Accordingly, any Class of Shares that is not designated in the Base Currency of the Fund will have an exposure to possible adverse currency fluctuations and it is not the intention of the Fund to use hedging techniques for unhedged share classes to protect against such currency risk. Investors should be aware that this may substantially limit investors from benefiting if the Base Currency of such Fund depreciates against the currencies in which the assets of the Fund are denominated.

#### Hedged Share Classes

Currency hedging will be undertaken to reduce the currency exposure of the Hedged Share Classes designated in a currency other than the Base Currency. Although not the intention, over-hedged or under-hedged positions may arise as a result of hedging at Class level due to factors outside the control of the Investment Manager. However hedged positions will be kept under review to ensure that over-hedged positions will not exceed 105% of the Net Asset Value of the Class and that positions in excess of 100% of the Net Asset Value of the Class will not be

carried forward from month to month. If the Investment Manager enters into such transactions for the purpose of hedging at Class level, then such transactions will each be solely attributable to the relevant Class and may not be combined or offset against the exposures of other Classes or specific assets.

#### **4. Investment Objective**

The investment objective of the Fund is to provide attractive levels of income through predominantly investing in fundamentally strong dividend paying companies with some prospect of capital gains over the medium term.

#### **5. Investment Policy**

The Fund aims to achieve this investment objective by investing primarily in equities and/or equity-related securities (such as participatory notes (also known as P-Notes) which give indirect exposure to equities in which the Fund may invest directly, convertible bonds, ADRs and GDRs), listed or traded on Recognised Exchanges worldwide, of strong dividend paying companies domiciled in MENA countries, Turkey and India and/or companies which derive a significant proportion of their revenues or profits from, or have a significant portion of their assets in MENA countries, Turkey and India.

It is not intended that the Fund's exposure to Turkey and India will exceed 20% of the Net Asset Value of the Fund.

Participatory notes (also known as P-Notes) are notes which are unleveraged and where the return on such notes is based on the performance of underlying securities.

The Fund will utilise the Benchmark for comparison purposes and for the purposes of determining whether a performance fee shall be payable to the Investment Manager.

The investment strategy follows a mix of a top-down and a bottom-up approach. The top-down approach is used to identify key macroeconomic and sectorial themes and subsequently help identify stocks that will benefit from the same. A bottom-up approach is applied based on the belief that there are always individual companies that provide attractive investment opportunities in various industry and market conditions. The prominence given to the top-down vs. bottom-up approach will vary from time to time depending on macroeconomic, sectorial and company specific fundamentals. The Fund maintains a diversified portfolio by investing in a basket of stocks with strategic allocation on sector and stock.

The Fund's investment process multi-layered in that it is based on multiple analytical tools and approaches (macroeconomic, quantitative, fundamental, bottom-up and top-down) to support the research process in order to achieve attractive, above benchmark returns over a complete market cycle. Combining top-down asset allocation and bottom-up investment selection approaches allows the Investment Manager to arrive at concise, forward-looking investment strategies.

The Fund may also invest in open-ended and/or closed ended collective investment schemes which give exposure to equities and equity-related securities (such as participatory notes (also known as P-Notes) which give indirect exposure to equities in which the Fund may invest directly, convertible bonds, ADRs and GDRs) of companies in which the Fund may invest directly in accordance with the above investment policy. Investment in such open-ended collective schemes will not exceed 10% of the Net Asset Value of the Fund. For the avoidance of doubt the Fund will not invest in other sub-funds of the Company.

The Fund may invest in closed ended collective investment schemes provided the shares in such collective investment schemes constitute transferable securities for UCITS purposes. Any investment in such unlisted securities will be subject to the 10% aggregate restriction referred to in Appendix I of the Prospectus.

Subject to the Regulations, the Fund may use the following derivatives for investment purposes in order to gain long and/or short exposure to the instruments in which the Fund may invest directly in: - futures and options, credit default swaps, swaps, swaptions and forwards. The percentage range of assets of the Fund that is anticipated will be invested in long and short positions is zero to 100% of the Net Asset Value of the Fund in net long positions and zero to 20% of the Net Asset Value of the Fund in net short positions (taking into account indirect exposure through financial derivative instruments).

#### *Futures*

The Fund may purchase and sell various kinds of futures contracts in order to seek to increase total return by exposure to the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

#### *Options*

The Fund may purchase and sell OTC or exchange traded options in order to seek to increase total return by exposure to changes in the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

#### *Credit Default Swaps*

The Fund may enter into credit default swaps in order to obtain exposure to credit risk to increase total return.

#### *Swaps and Swaptions*

The Fund may enter into swaps and swaptions in order to seek to increase total return by exposure to changes in prices and/or the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund. Swaps and swaptions (including total return swaps) may be used as a substitute for physical securities or a less expensive or more liquid way of obtaining desired exposures. In the case of total return swaps, the counterparties to any such transactions shall be entities which satisfy the OTC counterparty criteria set down by the Central Bank in the CBI UCITS Regulations or are otherwise approved by the Central



Bank and where applicable the Company's credit assessment criteria. The counterparty to any total return swap entered into by the Fund shall not assume any discretion over the composition or management of the investment portfolio of the Fund or of the underlying of the total return swap. The annual report of the Company will provide information on the underlying exposure obtained through any total return swaps held by the Fund and the identities of the counterparties to such total return swap contracts.

All types of assets which may be held by the Fund in accordance with its investment objectives and policies may be subject to total return swaps.

The maximum proportion of the Fund's assets which can be subject to total return swaps is 50% of the Net Asset Value of the Fund. However, the expected proportion of the Fund's assets which will be subject to total return swaps will range from 0% to 50% of the Net Asset Value of the Fund's assets. The proportion of the Fund's assets which are subject to total return swaps at any given time will depend on prevailing market conditions and the value of the relevant investments.

For the purposes of the above, a total return swap is any OTC derivative contract in which one counterparty transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty.

Further information relating to total return swaps is set out in the Prospectus at the sections entitled "Total Return Swaps".

#### *Forwards*

The Fund may purchase and sell forward contracts in order to seek to increase total return by exposure to changes in the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

Although it will be normal policy of the Fund to deploy its assets as detailed above, it may also retain cash and cash equivalents such as Money Market Instruments in 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 or Money Market Instruments pending reinvestment, the holding of cash or Money Market Instruments in order to meet redemptions and payment of expenses or in order to support derivative exposure.

## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Such borrowings may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the Prospectus.

## **7. Global Exposure and Leverage**

Pursuant to paragraph 6.1 of Appendix I of the Prospectus under the heading “Investment Restrictions” and sub-heading “Financial Derivative Instruments”, the Fund will use the Commitment Approach as part of its risk management process.

It is not expected that the leverage generated through the use of financial derivative instruments will exceed 100% of Net Asset Value of the Fund when calculated using the Commitment Approach (i.e. the Fund’s total global exposure will not exceed 200% of the Fund’s Net Asset Value).

## **8. Efficient Portfolio Management Techniques**

The Fund may employ techniques and instruments such as those outlined below for efficient portfolio management purposes.

### *Financial Derivative Instruments*

Subject to the 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 may use financial derivative instruments for the purpose of efficient portfolio management, for example to reduce risk, to gain exposure to positions where it is more efficient to do so through the use of derivatives than investing directly or to gain exposure to markets or positions in which the Fund cannot invest directly. Currency hedging may be undertaken at the Fund level to reduce the Fund’s exposure to the fluctuations of the currencies in which the Fund’s assets may be designated against the Base Currency. Similarly as detailed above currency hedging may be undertaken at Class Level. In accordance with the investment policy of the Fund, derivatives may include futures and options, credit default swaps, swaps, swaptions and forwards either traded on an exchange or over the counter (OTC). Further details setting out the commercial purpose of such derivatives are set out in Appendix III of the Prospectus.

### *Operational Costs and Fees Arising from the Use of Total Return Swaps*

Information relating to the operational costs and fees arising from the use of total return swaps (as defined under SFTR) for investment and/or efficient portfolio management purposes is set out in Appendix III to the Prospectus.

## **9. Investment Manager**

The Investment Management business of First Abu Dhabi Bank PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter and Global Distributor to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled “Promoter”.

In accordance with the investment management agreement entered into between the Company and the Investment Manager (the “Investment Management Agreement”) and subject to the policies and control of the Board of Directors, the Investment Manager will be responsible for the investment and management of the Fund’s assets, including analysing and selecting the investments in which the Fund may invest.

The Investment Manager will be responsible for monitoring the ongoing performance and suitability of the investments for the Fund in accordance with the Fund’s investment objective and policies and to ensure that the Fund adheres to the investment restrictions and guidelines set out in Appendix I of the Prospectus.

The Investment Manager may, in accordance with the requirements of the Central Bank delegate in whole or in part any of its duties or obligations (including discretionary investment management) to sub-investment managers or advisers upon such terms as to authority, liability and indemnity as shall be determined by the Investment Manager. Such sub-investment managers or advisers will not be paid directly by the Company. Disclosure of the appointment of any sub-investment managers or advisers will be provided to Shareholders on request and will be disclosed in the periodic reports of the Company. The Investment Manager shall exercise due care and diligence in such appointment and shall supervise the conduct of any delegation it makes. The Investment Manager currently does not plan to delegate any part of its duties and responsibilities.

The Investment Management Agreement provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the Fund’s assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager’s negligence, bad faith, wilful default, recklessness, breach of the Regulations or fraud).

## **10. Initial Offer of Shares in the Primary Market**

Shares in the GBP Share Classes and EUR Share Classes (with the exception of the EUR Distributing (Hedged)) will continue to be offered until 31 August 2017 (the “GBP and EUR Initial Offer Period”) and will issue on the first Business Day after the close of the GBP and EUR

Initial Offer Period at an initial price per Share of GBP 5 for the GBP Share Classes and EUR 5 for the EUR Share Classes (with the exception of the EUR Distributing (Hedged)).

Shares in the USD Accumulating (I) Class will be offered at an Initial Price per Share from the first Business Day subsequent to the date of this Supplement to 31 August 2017 (the “USD Initial Offer Period”) and will issue on the first Business Day after the close of the USD Initial Offer Period at an Initial Price per Share of USD 5.

The Initial Offer Period of each of the above referenced Classes may be shortened or extended at the discretion of 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 a yearly basis. After the close of the Initial Offer Period of each of the above referenced Classes, all applications for Shares must be received by the Dealing Deadline (as defined above) in the manner set out in the Prospectus. For further information, please see the section headed “Application for Shares in the Primary Market” in this Prospectus.

Shares in USD Accumulating, USD Distributing, USD Distributing (DHABI), AED Distributing (Unhedged) and AED Accumulating (Unhedged) and EUR Distributing (Hedged) in the Fund were previously offered at a fixed price and are now offered and continue to be offered at the Net Asset Value per Share of such Class.

#### 11. Minimum Subscription and Minimum Redemption in the Primary Market

The Minimum Initial Subscription, Minimum Subsequent Subscription and Minimum Redemption amount in relation to each Class are as follows:

##### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Initial Subscription</b>
USD Accumulating USD Distributing USD Distributing (DHABI)	USD 100
AED Accumulating (Unhedged) AED Distributing (Unhedged)	AED 500
EUR Accumulating (Hedged) EUR Distributing (Hedged) EUR Accumulating (Unhedged) EUR Distributing (Unhedged)	EUR 100
GBP Accumulating (Hedged) GBP Distributing (Hedged) GBP Accumulating (Unhedged) GBP Distributing (Unhedged)	GBP 100
USD Accumulating (I)	USD 1,000,000

*Minimum Subsequent Subscription*

<b>Class</b>	<b>Minimum Subsequent Subscription</b>
USD Accumulating USD Accumulating (I) USD Distributing USD Distributing (DHABI)	USD100
AED Accumulating (Unhedged) AED Distributing (Unhedged)	AED 500
EUR Accumulating (Hedged) EUR Distributing (Hedged) EUR Accumulating (Unhedged) EUR Distributing (Unhedged)	EUR 100
GBP Accumulating (Hedged) GBP Distributing (Hedged) GBP Accumulating (Unhedged) GBP Distributing (Unhedged)	GBP 100

*Minimum Redemption amount*

<b>Class</b>	<b>Minimum Redemption amount</b>
USD Accumulating USD Accumulating (I) USD Distributing USD Distributing (DHABI)	USD 100 (or if less, the value a Shareholder's total holding of Shares in the Class)
AED Accumulating (Unhedged) AED Distributing (Unhedged)	AED 500 (or if less, the value a Shareholder's total holding of Shares in the Class)
EUR Accumulating (Hedged) EUR Distributing (Hedged) EUR Accumulating (Unhedged) EUR Distributing (Unhedged)	EUR 100 (or if less, the value a Shareholder's total holding of Shares in the Class)
GBP Accumulating (Hedged) GBP Distributing (Hedged) GBP Accumulating (Unhedged) GBP Distributing (Unhedged)	GBP 100 (or if less, the value a Shareholder's total holding of Shares in the Class)

The Directors reserve the right to waive or reduce the Minimum Subscription and/or Minimum Redemption amount.

## **12. Application for Shares**

Please refer to the section of the Prospectus entitled “Application for Shares in the Primary Market” for further details regarding the application process for Shares.

### *Settlement of Shares*

Investors may apply for a specific value of Shares on any Dealing Day (i.e. investors may not apply for a specific amount of shares in the Fund). There are no unit subscriptions permitted in the Fund. Applications and Subscription money received by the Administrator on or before the Dealing Deadline will be executed at the Net Asset Value per share next determined. Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form by the relevant Dealing Deadline.

With the agreement of the Administrator and the Company, settlement proceeds may be accepted at a later date. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

Investors may subscribe in specie in the Fund (i.e. by the transfer of investments or predominantly investments to the Fund). The Directors may, in their absolute discretion, refuse in specie subscriptions. If a subscription in specie is accepted by the Directors, this does not, in the event of redemption of Shares, confer on the Shareholder a right to have the redemption in specie.

### *Issue of Shares*

Shares may be issued in fractions of Shares (rounded down to three (3) decimal places). The fractional shares may be issued where the amount subscribed does not entitle an Investor to whole shares.

### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

### *Subscription Fees*

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor.

### **13. Redemption of Shares**

Investors may redeem Shares subject to the provisions of the Prospectus entitled “Redemption of Shares in the Primary Market”.

Investors may redeem either a specific number of Shares or Shares of a specified value on any Dealing Day. Any redemption requests received by the Administrator will be redeemed at the Net Asset Value per share next determined, subject to any applicable charges. Any redemption requests received at or after Dealing Deadline will be treated as having been received on the next following Dealing Day for that Fund.

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. 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.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid to investors within four Business Days from the relevant Dealing Day provided that all required documentation has been furnished to and received by the Administrator. The redemption proceeds will be paid to the bank account details provided in the original application form. The proceeds will be paid in the currency of denomination of the relevant Share Class of the Fund concerned at the expense and risk of the Shareholder. No third party payments can be made. During the settlement of redemptions, such Shares are not available for switching to other sub-funds of the Company.

#### *Redemption Fee*

A redemption fee not exceeding 2% of the Net Asset Value of Shares being redeemed may be imposed on the redemption of Shares for the benefit of the Fund where the holding period is less than 90 calendar days in order to deter short term or abusive trading practices.

### **14. Conversion of Shares**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading “Conversion of

Shares in the Primary Market". The Directors do not currently intend to impose a conversion fee.

#### **15. 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.

#### **16. Fees and Expenses**

The following fees and expenses are payable out of the Fund. In addition, the Fund shall bear its attributable portion of the fees and operating expenses of the Company. The operating fees and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

Where there is more than one sub-fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole as opposed to individual sub-funds (including, inter alia, meetings of the Company, Directors fees, updates of the Prospectus, etc) shall be divided between all applicable sub-funds of the Company in proportion to the Net Asset Value of the relevant sub-funds of the Company.

##### **Establishment Costs**

The costs of establishing the Fund including the fees and expenses of legal advisers, product development fees and expenses, regulatory fees and expenses and any other fees and expenses arising on the formation and launch of the Fund, which amounted to approximately USD 50,000 were borne by the Fund and are being amortised over a period of five Accounting Periods.

##### **Investment Manager**

First Abu Dhabi Bank PJSC shall be entitled to receive out of the net assets of the Fund an annual fee not exceeding 1.5% of the Net Asset Value of the Fund in respect of its services as investment manager. This annual fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears. First Abu Dhabi Bank PJSC in its capacity as investment manager may at its discretion waive the whole or any part of its annual fee. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as investment manager will be reimbursed by the Fund as may be approved from time to time by the Directors.



## Performance Fees

The Investment Manager shall be entitled to receive out of the assets of the Fund applicable to such Classes a performance fee (the "Performance Fee") in respect of each relevant Class which will accrue on each Valuation Point and be paid quarterly in arrears at the end of each Calculation Period in an amount equal to "I".

$$"I" = 10\% \times "S" \times "W"$$

Where;

"S" = the Excess Performance of the Fund

"W" = the weighted average number of shares

Where 'S' is zero or less, no charge is made.

"Excess Performance" = the excess amount by which the Fund outperforms the Benchmark with reference to the relevant Calculation Period.

The Performance Fee in respect of a Class is equal to 10% of the excess of the Net Asset Value per Share at the end of a Calculation Period over the Benchmark, multiplied by the weighted average number of Class Shares, as applicable, in issue during the Calculation Period.

Any underperformance of the Benchmark in relation to a Class in preceding Calculation Periods will be clawed back before the Performance Fee becomes due in subsequent Calculation Periods in relation to that Class.

No Performance Fee may be accrued until the Net Asset Value per Share exceeds the previous highest Net Asset Value per Share on which the Performance Fee was paid (or the initial offer price if higher).

The Investment Manager will be entitled to a Performance Fee in relation to that Class in respect of each three month period (a "Calculation Period"). The first Calculation Period for the purposes of calculating the Performance Fee shall be from the Business Day which immediately follows the closing of the initial offer period in respect of the relevant Class of the Fund until the end of the relevant calendar quarter.

The Performance Fee shall be calculated in relation to each Class by the Administrator (subject to verification by the Depository). For the purposes of calculating the Performance Fee, the current Net Asset Value per Share of the relevant Class 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.

The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share of the relevant Class on each Dealing Day. In the event that the relevant Class suffers a redemption of Shares on a Dealing Day within a Calculation Period, the Investment Manager shall be entitled to receive the Performance Fee per Share of the relevant Class accrued in respect of such redemption. Any such entitlement to Performance Fees in respect of redemptions of Shares will not be repayable although such entitlement will be taken into account in calculating the Performance Fee entitlement, if any, in respect of the Calculation Period as a whole.

***As the performance fee is based on net realised and net unrealised gains and losses as at the end of each Calculation Period, performance fees may be paid on unrealised gains which may subsequently never be realised.***

### **Global Distributor Fees**

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor. The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as global distributor will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Administrator Fees**

The Administrator shall be entitled to receive out of the net assets of the Fund an annual fee as set out below which will not exceed 0.05% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears, subject to a minimum annual fee which at umbrella level is USD 36,000 per month until 31 December, 2016 and thereafter USD 43,000 per month. This minimum fee is apportioned across all Funds of the Company based on the Net Asset Value of each Fund.

The Administrator shall also be compensated for other services, including inter alia account maintenance, registration and transaction fees which shall be at normal commercial rates together with VAT, if any, thereon.

### **Depositary Fees**

The Depositary shall be entitled to receive out of the net assets of the Fund an annual trustee fee not exceeding 0.0125% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears.

In addition to such remuneration, the Depositary shall be entitled to be repaid 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 Depositary or any sub-custodian.

## 17. Distributions

### *Accumulating Share Classes*

With respect to Accumulating Share Classes, it is intended that, in the normal course of business, distributions will not be declared and that any net investment income attributable to each accumulating Share Class will be accumulated daily in the respective Net Asset Value per Share of each respective Share Class.

### *Distributing Share Classes*

The amount available for distribution for the distributing Share Classes of this Fund shall be the net income of the Fund attributable to the distributing Share Classes of the Fund whether in the form of dividends, interests and/or net realised and unrealised gains (i.e. realised and unrealised gains net of realised and unrealised losses) during the Accounting Period.

At the discretion of the Directors, distributions will be made on a semi-annual basis in relation to the distributing Share Classes. For each Accounting Period in which relevant income of the Fund attributable to Shares of each distributing Class are distributed, the Fund will normally go "ex-dividend" on 01 April and 01 October of that Accounting Period and the distribution in respect of Shares of the distributing Classes will be declared on or before the end of March in respect of the 01 April ex-dividend date and on or before the end of September in respect of the 01 October ex-dividend date. In circumstances where 01 April and 01 October are not Business Days, the "ex-dividend" date will be the next Business Day. Payments will be made within 15 Business Days of each "ex-dividend" date.

Distributions (if any) will be paid directly to the Shareholder. Shareholders may elect for dividends to be reinvested by the Company in payment for additional Shares of the applicable Class. Such notices must be given by completing the appropriate section of the application form or alternatively by notifying the Company in writing of the election for dividends to be reinvested by the Company in payment for additional Shares of the applicable Class.

A payment of a distribution will be at the risk and cost of the relevant Shareholder, or, in the case of joint holders, of the first named of them or to such person and address as the holder or joint holders may direct, or upon an instruction of a Shareholder received five Business Days prior to the date on which the declared dividend becomes payable, by wire or electronic transfer at the risk and cost of the relevant Shareholder to a designated account and the Company shall not be responsible for any loss arising in respect of such transmission. Dividend payments of less than US\$10 (or its foreign currency equivalent) will not be paid out to Shareholders but will be retained by the Company in order to defray administration costs.

An equalisation account will be maintained for the Fund so that the amount distributed will be the same for all Shares of the same Class notwithstanding different dates of issue. A sum equal to that part of the issued price of the Share which reflects income (if any) accrued but

undistributed up to the date of issue less any income expenses incurred during that period will be deemed to be an equalisation payment and treated as repaid to Shareholders with the first dividend or accumulation to which the Shareholder is entitled.

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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

## **18. Listing**

Shares in USD Accumulating, USD Distributing, AED Distributing (Unhedged), AED Accumulating (Unhedged) and EUR Distributing (Hedged), issued and to be issued, are admitted to the Official List and trading on the Main Securities Market of The Irish Stock Exchange. The Directors do not anticipate that an active secondary market will develop in the Shares in each of those Classes.

## **19. Risk Factors**

The attention of investors is drawn to the “Risk Factors” section in the Section of the Prospectus entitled “The Company” and the risks in using derivatives highlighted in Appendix III of the Prospectus and should also consider the following risk factors prior to investing in the Fund:

### **The MENA Region**

Investors should recognise that investing in securities of countries in the MENA region involves significant risks and special considerations, including those set forth in the “Risk Factors” section of the Prospectus in the section entitled “The Company”, which are not typically associated with investing in developed markets. They are additional to the normal risks inherent in any such investment and include political, economic, legal, currency, inflation and taxation risks. There is also risk of loss due to lack of adequate systems for transferring, pricing, accounting for and safekeeping or record keeping of securities. Additionally, risks arise from corruption and organised crime and from lack of developed securities markets in certain countries in the MENA Region. The specific nature of such risks may vary according to the securities purchased and the country in which investments are made.

### **Absence of Secondary Market**

Currently there is no public market for the Shares of the Fund and it is unlikely that any active secondary market for the Fund will develop. Shareholders may only be able to dispose of their Shares by means of redemptions on the relevant Dealing Day at a relevant redemption price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Dealing Day will be borne by the Shareholders requesting redemption.

**Emerging Market Risk**

The Fund may have exposures in excess of 30% of the Net Asset Value of the Fund in emerging markets. Differences in business practices, high levels of debt, inflation and regular currency fluctuations may significantly impair economies of emerging nations when compared to developed countries. Further details in relation to emerging market risk are outlined in the “Risk Factors” section of the Prospectus in the section entitled “The Company”.

**Performance Fee Risk**

The payment of a performance fee to the Investment Manager based on the performance of the Fund 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.

**20. Publication of Net Asset Value per Share**

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled “Publication of Net Asset Value per Share”, the Net Asset Value per Share of the Fund will be notified to the Irish Stock Exchange without delay upon calculation and shall also be available from Bloomberg or any other third party data provider as agreed, which shall be updated following each calculation of Net Asset Value per Share.

**21. Profile of a Typical Investor**

The Fund is suitable to investors with a medium to long term time horizon (typically 3 to 5 years). The investment is not suitable for short term investors. An investment in the Fund is only suitable for investors who are capable of evaluating the risks and merits of such investment and who have sufficient resources to bear any loss which might result from such investment. Prospective investors should consult with their professional and financial advisors before making an application for Shares.

**SUPPLEMENT 7 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July 2017 (the “Prospectus”)**

**FAB Shariah MENA Dividend Leader Fund**

**This Supplement contains information relating specifically to the FAB Shariah MENA Dividend Leader Fund (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the Prospectus which precedes this Supplement and is incorporated herein.**

**An investment in the sub-fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

Investors should note that this Supplement relates to investment by investors dealing directly with the Administrator. Investors who wish to subscribe for Shares via a Local Distributor should contact the relevant Local Distributor. Contact details for the relevant Local Distributor can be found on the website of the Investment Manager, being [www.nbad.ae](http://www.nbad.ae).

As at the date of this Supplement, the Company has seven other sub-funds, namely NBAD OneShare MSCI UAE UCITS ETF, FAB Balanced Allocation Fund, FAB Conservative Allocation Fund, FAB Growth Allocation Fund, FAB MENA Dividend Leader, FAB MENA Bond Fund and NBAD WEC Africa Asia Frontier Markets Fund.

NBAD OneShare MSCI UAE UCITS ETF is the only exchange traded fund of the Company whereby its Shares are actively traded on the Abu Dhabi Securities Exchange.

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 entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

## 1. Interpretation

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“Benchmark”	means the S&P Pan Arab Shariah LMC Index (Net TR, in USD). The Bloomberg ticker of the Index is SPAHNUX. The index consists of eleven equity markets namely Bahrain, Egypt, Jordan, Kuwait, Lebanon, Morocco, Oman, Qatar, Saudi Arabia, Tunisia, and the United Arab Emirates. The S&P Pan Arab Shariah LMC Index is part of the S&P Pan Arab Composite Shariah Index details of which can be found on <a href="http://us.spindices.com/indices/equity/sp-pan-arab-composite-shariah">http://us.spindices.com/indices/equity/sp-pan-arab-composite-shariah</a> . The details of S&P Shariah methodology are available on <a href="http://us.spindices.com/documents/methodologies/methodology-sp-shariah-indices.pdf">http://us.spindices.com/documents/methodologies/methodology-sp-shariah-indices.pdf</a> .
“Business Day”	means a day on which the banks in the UAE and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.
“Dealing Day”	means each Business Day or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on <a href="http://www.nbad.ae">www.nbad.ae</a> .
“Dealing Deadline”	means 3.00 p.m. Irish time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded directly to the Administrator. Investors who wish to subscribe for Shares via the Local Distributor should contact the relevant Local Distributor.

“Fatwa”	means a pronouncement, opinion or verdict issued by the Shariah Advisor in relation to matters of Shariah compliance.
“Investment Manager”	means the Investment Management business of First Abu Dhabi Bank PJSC.
“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of the Fund.
“Middle East and North Africa” / “MENA”	means countries in the Middle East and North Africa as defined by the World Bank, details of which are available on <a href="http://www.worldbank.org">www.worldbank.org</a> .
“Shariah”	means the rules, principles and parameters of Islamic law as interpreted by the Shariah Advisor.
“Shariah Advisor”	means Sheikh Nizam Yaquby as appointed by the Investment Manager pursuant to the terms of the Shariah Consulting Agreement.
“Shariah Consulting Agreement”	means the Shariah consulting agreement entered into between the National Bank of Abu Dhabi PJSC and the Shariah Advisor dated 14 April, 2014, as amended.
“Valuation Point”	means close of business in the relevant markets on the Business Day immediately preceding the relevant Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.

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

## **2. Base Currency**

The Base Currency of the Fund shall be US Dollars. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## **3. Share Classes**

The Company has created the following Classes of Shares in the Fund:

- USD Accumulating (unhedged)
- USD Accumulating (I) (unhedged)



- USD Distributing (unhedged)
- AED Accumulating (unhedged)
- AED Distributing (unhedged)
- GBP Accumulating (unhedged)
- GBP Distributing (unhedged)
- EUR Accumulating (unhedged)
- EUR Distributing (unhedged)

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

In relation to the Classes of the Fund which are not designated in the Base Currency, a currency conversion, where applicable, will take place on subscriptions, redemptions, switches and distributions at prevailing exchange rates. Accordingly, any Class of Shares that is not designated in the Base Currency of the Fund will have an exposure to possible adverse currency fluctuations and it is not the intention of the Fund to use hedging techniques for unhedged share classes to protect against such currency risk. Investors should be aware that this may substantially limit investors from benefiting if the Base Currency of such Fund depreciates against the currencies in which the assets of the Fund are denominated.

#### **4. Investment Objective**

The investment objective of the Fund is to provide attractive levels of income through investing in Shariah compliant fundamentally strong dividend paying companies with prospect of capital gains over the medium term.

#### **5. Investment Policy**

The Fund aims to achieve this investment objective by investing in Shariah compliant equities and/or equity-related securities (such as participatory notes (also known as P-Notes), warrants which are fully funded and give unleveraged indirect exposure to Shariah compliant equities in which the Fund may not invest directly due to regulatory restrictions, convertible bonds, ADRs and GDRs), listed or traded on Recognised Exchanges worldwide, of strong dividend paying Shariah compliant equities of companies domiciled in MENA countries, Turkey and India and/or Shariah compliant equities of companies which derive a significant proportion of their revenues or profits from, or have a significant portion of their assets in MENA countries, Turkey and India. As the Fund will only invest in warrants which give exposure to Shariah compliant equities in which the Fund may not invest directly due to regulatory restrictions, the Fund will not exercise warrants (to acquire the underlying Shariah compliant equities) but will sell the warrants before the exercise date or alternatively, prior to the exercise date, the Fund will rollover the warrant into a new instalment over the same underlying asset. The Fund will not invest in convertible

bonds which embed a derivative.

Participatory notes (also known as P-Notes) are notes which are unleveraged and where the return on such notes is based on the performance of underlying securities. Participatory notes will be used by the Fund to gain exposure to Shariah compliant equities in which the Fund may not invest directly due to regulatory restrictions.

It is not intended that the Fund's exposure to Turkey and India will exceed 20% of the Net Asset Value of the Fund.

The Fund will utilise the Benchmark for comparison purposes and for the purposes of determining whether a performance fee shall be payable to the Investment Manager.

The investment strategy follows a mix of a top-down and a bottom-up approach. The top-down approach is used to identify key macroeconomic and sectorial themes and subsequently help identify stocks that will benefit from the same. A bottom-up approach is applied based on the belief that there are always individual companies that provide attractive investment opportunities in various industry and market conditions. The prominence given to the top-down vs. bottom-up approach will vary from time to time depending on macroeconomic, sectorial and company specific fundamentals. The Fund maintains a diversified portfolio by investing in a basket of stocks with strategic allocation on sector and stock.

The Fund's investment process is multi-layered in that it is based on multiple analytical tools and approaches (macroeconomic, quantitative, fundamental, bottom-up and top-down) to support the research process in order to achieve attractive, above benchmark returns over a complete market cycle. Combining top-down asset allocation and bottom-up investment selection approaches allows the Investment Manager to arrive at concise, forward-looking investment strategies.

The Fund may also invest in Shariah compliant open-ended and/or closed ended collective investment schemes which give exposure to equities and equity-related securities (such as participatory notes (also known as P-Notes) which give indirect exposure to equities in which the Fund may invest directly, convertible bonds, ADRs and GDRs) of companies in which the Fund may invest directly in accordance with the above investment policy. Investment in such open-ended collective schemes will not exceed 10% of the Net Asset Value of the Fund. For the avoidance of doubt the Fund will not invest in other sub-funds of the Company.

The Fund may invest in Shariah compliant closed ended collective investment schemes provided the shares in such collective investment schemes constitute transferable securities for UCITS purposes.

Any investment in unlisted equities and/or equity related securities (as detailed above) will be subject to the 10% aggregate restriction referred to in Appendix I of the Prospectus.

At the date of this Supplement, financial derivative instruments are not currently used for the

Fund for investment purposes, however, the Fund reserves the right to use financial derivative instruments in the future subject to the prior amendment of the Supplement and Risk Management Statement in accordance with Central Bank requirements.

Although it will be normal policy of the Fund to deploy its assets as detailed above, it may also retain cash and cash equivalents such as Shariah compliant Money Market Instruments in 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 Shariah compliant deposit or Shariah compliant Money Market Instruments pending reinvestment and the holding of cash or Shariah compliant Money Market Instruments in order to meet redemptions and payment of expenses.

**Shariah-Compliance:**

The Shariah Advisor shall provide ongoing supervision and guidance to the Investment Manager and shall monitor the investments of the Fund to ensure that such investments are in compliance with the principles of Shariah and shall issue a Fatwa as and when is necessary in accordance with the Shariah Consulting Agreement.

Following the guidance of the Shariah Advisor, the Investment Manager will use reasonable endeavours to ensure that the Fund follows its investment objective and policies in a Shariah-compliant manner in respect of the Fund's investments provided the Investment Manager shall at all times ensure the Fund complies with the Regulations and the investment restrictions set out in the Prospectus.

Investment of the assets of each Fund must comply with the 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. Each Fund may also hold ancillary liquid assets.

Where appropriate, the Investment Manager will seek Shariah advice in connection with the investment objective and policies of the Fund or any other matter related to Shariah compliance of the investments of the Fund.

Subject to the Fund's investments being in compliance with Shariah, the Shariah Advisor will issue an annual Fatwa for the Fund's investments.

**Purification of Non-Shariah compliant investments:**

The Investment Manager and the Shariah Advisor shall regularly review the Fund's investments to ensure compliance with the principles of Shariah, but due to market conditions or other circumstances the Fund, the Investment Manager and the Shariah Advisor may not be immediately alerted to an investment in the Fund becoming non-Shariah compliant. To the extent that, due to market or other circumstances, any of the Shariah restrictions are not met the Fund shall take corrective measures as soon as is reasonably practicable to purify the Fund

of any non-Shariah compliant income by way of donation to a charity under the guidance and supervision of the Shariah Advisor. The Investment Manager may consult with the Shariah Advisor for guidance as to the conformity of any investment to the principles of Shariah.

## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, utilise Shariah-compliant forms of finance up to 10% of the Net Asset Value of the Fund on a temporary basis. Such finance may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the Prospectus.

## **7. Efficient Portfolio Management Techniques**

At the date of this Supplement, financial derivative instruments are not currently used for the Fund for efficient portfolio management purposes, however, the Fund reserves the right to use financial derivative instruments in the future subject to the prior amendment of the Supplement and Risk Management Statement in accordance with Central Bank requirements.

## **8. Investment Manager**

The Investment Management business of First Abu Dhabi Bank PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter and Global Distributor to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled "Promoter".

In accordance with the investment management agreement entered into between the Company and the Investment Manager (the "Investment Management Agreement") and subject to the policies and control of the Board of Directors, the Investment Manager will be responsible for the investment and management of the Fund's assets, including analysing and selecting the investments in which the Fund may invest.

The Investment Manager will be responsible for monitoring the ongoing performance and suitability of the investments for the Fund in accordance with the Fund's investment objective and policies and to ensure that the Fund adheres to the investment restrictions and guidelines set out in Appendix I of the Prospectus.

The Investment Manager may, in accordance with the requirements of the Central Bank delegate in whole or in part any of its duties or obligations (including discretionary investment management) to sub-investment managers or advisers upon such terms as to authority, liability and indemnity as shall be determined by the Investment Manager. Such sub-investment managers or advisers will not be paid directly by the Company. Disclosure of the appointment of any sub-investment managers or advisers will be provided to Shareholders on request and

will be disclosed in the periodic reports of the Company. The Investment Manager shall exercise due care and diligence in such appointment and shall supervise the conduct of any delegation it makes. The Investment Manager currently does not plan to delegate any part of its duties and responsibilities.

The Investment Management Agreement provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the Fund's assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager's negligence, bad faith, wilful default, recklessness, breach of the Regulations or fraud).

## **9. The Shariah Advisor**

Sheikh Nizam Yaquby has been appointed by the Investment Manager as the Shariah Advisor to the Fund pursuant to the Shariah Consulting Agreement. The Shariah compliance of the Fund's investments shall be determined and advised by the Shariah Advisor in accordance with the Shariah Consulting Agreement. The Shariah Advisor is a Shariah scholar with expertise in Islamic investing.

Sheikh Nizam Yaquby is one of the world's leading scholars in Islamic law with specialisation in Banking and Finance. He has been trained in both traditional Islamic sciences by world-renowned Islamic scholars from many parts of the Muslim world, and modern Economics and Business and Finance (BA Economics and Comparative Religion from McGill University, Montreal, Canada), Ph.D. (Islamic Studies)

He has participated in many forums and conferences around the world and lectured widely in his field. Besides his knowledge in Islamic law of Banking and Finance, Sheikh Nizam Yaquby is also one of the leading scholars and experts today in Arabic manuscripts, and has contributed to editing many original manuscripts.

Sheikh Nizam Yaquby is a member of numerous Shariah supervisory boards for a number of financial institutions such as HSBC Amanah, Standard Chartered Saadiq, Abu Dhabi Islamic Bank, Al Hilal Bank and FAB. Sheikh Nizam Yaquby is a native of the Kingdom of Bahrain. The Shariah Advisor's role includes, but is not limited to, the following:

- a) Advising on the Shariah compliance of the Fund's investments;
- b) Issuing an opinion, by way of a Fatwa, ruling or guidelines as to whether the

- investments of the Fund comply with Shariah;
- c) Making recommendations or issuing guidance as to how the Fund's investments could be made Shariah-compliant;
  - d) Determining in individual cases what form of security is appropriate to be held by the Fund subject to the Fund's compliance at all times with the Regulations and the investment restrictions set out in the Prospectus;
  - e) Advising on the purification of investments of the Fund to ensure Shariah compliance; and
  - f) Providing regular reporting and undertaking such other tasks and work as shall be agreed between the Investment Manager and the Shariah Advisor.

The Shariah Advisor will not be responsible for matters relating to the management and supervision of the Fund, operations or other service providers (not pertaining to Shariah).

The Investment Manager reserves the right to appoint any other person as a Shariah advisor. The Investment Manager also reserves the right to appoint more than one Shariah advisor to form a Shariah Board who will collectively advise on the Shariah aspects of the Fund.

#### **10. Initial Offer of Shares in the Primary Market**

Shares in AED Accumulating, GBP Accumulating, GBP Distributing, EUR Accumulating and EUR Distributing will continue to be offered until 5.00 pm (Irish Time) on 31 August 2017 (the "AED, GBP and EUR Initial Offer Period" in respect of each Class) and will be issued on the first Business Day after the close of the AED, GBP and EUR Initial Offer Period at an initial price per Share of AED 5 for AED Accumulating, GBP 5 for GBP Accumulating and GBP Distributing and EUR 5 for EUR Accumulating and EUR Distributing.

Shares in the USD Accumulating (I) Class will be offered at an Initial Price per Share from the first Business Day subsequent to the date of this Supplement to 31 August 2017 (the "USD Initial Offer Period") and will issue on the first Business Day after the close of the USD Initial Offer Period at an Initial Price per Share of USD 5.

The Initial Offer Period of each of the above referenced Classes may be shortened or extended at the discretion of 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 a yearly basis.

After the close of the Initial Offer Period of each of the above referenced Classes, all applications for Shares must be received by the Dealing Deadline (as defined above) in the manner set out in the Prospectus. For further information, please see the section headed "Application for Shares in the Primary Market" in this Prospectus.

Shares in USD Accumulating, USD Distributing and AED Distributing in the Fund were previously offered at a fixed price and are now offered and continue to be offered at the Net Asset Value per Share of such Class.

## 11. Minimum Subscription and Minimum Redemption in the Primary Market

The Minimum Initial Subscription, Minimum Subsequent Subscription and Minimum Redemption amount are as follows:

### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Initial Subscription</b>
USD Accumulating USD Distributing	USD 100
AED Accumulating AED Distributing	AED 500
EUR Accumulating EUR Distributing	EUR 100
GBP Accumulating GBP Distributing	GBP 100
USD Accumulating (I)	USD 1,000,000

### *Minimum Subsequent Subscription*

<b>Class</b>	<b>Minimum Subsequent Subscription</b>
USD Accumulating USD Accumulating (I) USD Distributing	USD 100
AED Accumulating AED Distributing	AED 500
EUR Accumulating EUR Distributing	EUR 100
GBP Accumulating GBP Distributing	GBP 100

### *Minimum Redemption amount*

<b>Class</b>	<b>Minimum Redemption amount</b>
USD Accumulating USD Accumulating (I) USD Distributing	USD 100 (or if less, the value of a Shareholder's total holding of Shares in the Class)
AED Accumulating AED Distributing	AED 500 (or if less, the value of a Shareholder's total holding of Shares in the Class)

EUR Accumulating EUR Distributing	EUR 100 (or if less, the value of a Shareholder's total holding of Shares in the Class)
GBP Accumulating GBP Distributing	GBP 100 (or if less, the value of a Shareholder's total holding of Shares in the Class)

The Directors reserve the right to waive or reduce the Minimum Subscription and/or Minimum Redemption amount.

## 12. Application for Shares

Please refer to the section of the Prospectus entitled "Application for Shares in the Primary Market" for further details regarding the application process for Shares.

### *Settlement of Shares*

Investors may apply for a specific value of Shares on any Dealing Day (i.e. investors may not apply for a specific amount of shares in the Fund). There are no unit subscriptions permitted in the Fund. Applications and Subscription money received by the Administrator on or before the Dealing Deadline will be executed at the Net Asset Value per share next determined. Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form by the relevant Dealing Deadline.

With the agreement of the Administrator and the Company, settlement proceeds may be accepted at a later date.

In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

Investors may subscribe in specie in the Fund (i.e. by the transfer of investments or predominantly investments to the Fund). The Directors may, in their absolute discretion, refuse in specie subscriptions. If a subscription in specie is accepted by the Directors, this does not, in the event of redemption of Shares, confer on the Shareholder a right to have the redemption in specie.

### *Issue of Shares*

Shares may be issued in fractions of Shares (rounded down to three (3) decimal places). The fractional shares may be issued where the amount subscribed does not entitle an Investor to whole shares.



### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

### *Subscription Fees*

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor.

## **13. Redemption of Shares**

Investors may redeem Shares subject to the provisions of the Prospectus entitled “Redemption of Shares in the Primary Market”.

Investors may redeem either a specific number of Shares or Shares of a specified value on any Dealing Day. Any redemption requests received by the Administrator will be redeemed at the Net Asset Value per share next determined, subject to any applicable charges. Any redemption requests received at or after Dealing Deadline will be treated as having been received on the next following Dealing Day for that Fund.

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. 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.

### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid to investors within four Business Days from the relevant Dealing Day provided that all required documentation has been furnished to and received by the Administrator. The redemption proceeds will be paid to the bank account details provided in the original application form. The proceeds will be paid in the currency of denomination of the relevant Share Class of the Fund concerned at the expense and risk of the Shareholder. No third party payments can be made. During the settlement of redemptions, such Shares are not available for switching to other sub-funds of the Company.

### *Redemption Fee*

A redemption fee not exceeding 2% of the Net Asset Value of Shares being redeemed may be imposed on the redemption of Shares for the benefit of the Fund where the holding period is less than 90 calendar days in order to deter short term or abusive trading practices.

#### **14. Conversion of Shares**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading "Conversion of Shares in the Primary Market". The Directors do not currently intend to impose a conversion fee.

#### **15. 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.

#### **16. Fees and Expenses**

The following fees and expenses are payable out of the Fund. In addition, the Fund shall bear its attributable portion of the fees and operating expenses of the Company. The operating fees and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

Where there is more than one sub-fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole as opposed to individual sub-funds (including, inter alia, meetings of the Company, Directors fees, updates of the Prospectus, etc) shall be divided between all applicable sub-funds of the Company in proportion to the Net Asset Value of the relevant sub-funds of the Company.

#### **Establishment Costs**

The costs of establishing the Fund including the fees and expenses of legal advisers, product development fees and expenses, regulatory fees and expenses and any other fees and expenses arising on the formation and launch of the Fund, which amounted to approximately

USD 50,000, were borne by the Fund and are being amortised over a period of five Accounting Periods.

### **Investment Manager**

First Abu Dhabi Bank PJSC shall be entitled to receive out of the net assets of the Fund an annual fee not exceeding 1.5% of the Net Asset Value of the Fund in respect of its services as investment manager. This annual fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears. First Abu Dhabi Bank PJSC in its capacity as investment manager may at its discretion waive the whole or any part of its annual fee. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as investment manager will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Performance Fees**

The Investment Manager shall be entitled to receive out of the assets of the Fund applicable to such Classes a performance fee (the "Performance Fee") in respect of each relevant Class which will accrue on each Valuation Point and be paid quarterly in arrears at the end of each Calculation Period in an amount equal to "I".

$$"I" = 10\% \times "S" \times "W"$$

Where;

"S" = the Excess Performance of the Fund

"W" = the weighted average number of shares

Where 'S' is zero or less, no charge is made.

"Excess Performance" = the excess amount by which the Fund outperforms the Benchmark with reference to the relevant Calculation Period.

The Performance Fee in respect of a Class is equal to 10% of the excess of the Net Asset Value per Share at the end of a Calculation Period over the Benchmark, multiplied by the weighted average number of Class Shares, as applicable, in issue during the Calculation Period.

Any underperformance of the Benchmark in relation to a Class in preceding Calculation Periods will be clawed back before the Performance Fee becomes due in subsequent Calculation Periods in relation to that Class.

No Performance Fee may be accrued until the Net Asset Value per Share exceeds the previous highest Net Asset Value per Share on which the Performance Fee was paid (or the initial offer

price if higher).

The Investment Manager will be entitled to a Performance Fee in relation to that Class in respect of each three month period (a "Calculation Period"). The first Calculation Period for the purposes of calculating the Performance Fee shall be from the Business Day which immediately follows the closing of the initial offer period in respect of the relevant Class of the Fund until the end of the relevant calendar quarter.

The Performance Fee shall be calculated in relation to each Class by the Administrator (subject to verification by the Depository). For the purposes of calculating the Performance Fee, the current Net Asset Value per Share of the relevant Class 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.

The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share of the relevant Class on each Dealing Day. In the event that the relevant Class suffers a redemption of Shares on a Dealing Day within a Calculation Period, the Investment Manager shall be entitled to receive the Performance Fee per Share of the relevant Class accrued in respect of such redemption. Any such entitlement to Performance Fees in respect of redemptions of Shares will not be repayable although such entitlement will be taken into account in calculating the Performance Fee entitlement, if any, in respect of the Calculation Period as a whole.

***As the performance fee is based on net realised and net unrealised gains and losses as at the end of each Calculation Period, performance fees may be paid on unrealised gains which may subsequently never be realised.***

#### **Global Distributor Fees**

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor. The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. Reasonable out-of-pocket expenses incurred by First Abu Dhabi Bank PJSC in the performance of its duties as global distributor will be reimbursed by the Fund as may be approved from time to time by the Directors.

#### **The Shariah Advisor Fees**

Pursuant to the Shariah Consulting Agreement, the Fund shall pay to the Shariah Advisor an annual fee of USD 20,000 for the services performed. The annual fees shall be payable on a quarterly basis in arrears for each calendar year of service. The Shariah Advisor will also be reimbursed by the Fund for any reasonable out-of-pocket expenses necessarily incurred in the performance of its duties. Fees are subject to change over time due to market conditions.

## **Administrator Fees**

The Administrator shall be entitled to receive out of the net assets of the Fund an annual fee as set out below which will not exceed 0.05% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears, subject to a minimum annual fee which at umbrella level is USD 36,000 per month until 31 December, 2016 and thereafter USD 43,000 per month. This minimum fee is apportioned across all Funds of the Company based on the Net Asset Value of each Fund.

The Administrator shall also be compensated for other services, including inter alia account maintenance, registration and transaction fees which shall be at normal commercial rates together with VAT, if any, thereon.

## **Depository Fees**

The Depository shall be entitled to receive out of the net assets of the Fund an annual trustee fee not exceeding 0.0125% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears.

In addition to such remuneration, the Depository shall be entitled to be repaid 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 sub-custodian.

## **17. Distributions**

### *Accumulating Share Classes*

With respect to Accumulating Share Classes, it is intended that, in the normal course of business, distributions will not be declared and that any net investment income attributable to each accumulating Share Class will be accumulated daily in the respective Net Asset Value per Share of each respective Share Class.

### *Distributing Share Classes*

The amount available for distribution for the distributing Share Classes of this Fund shall be the net income (net of purification of dividend and taxes) of the Fund attributable to the distributing Share Classes of the Fund whether in the form of dividends and/or net realised and unrealised gains (i.e. realised and unrealised gains net of realised and unrealised losses) during the Accounting Period.

At the discretion of the Directors, distributions will be made on a semi-annual basis in relation to the distributing Share Classes. For each Accounting Period in which relevant income of the Fund attributable to Shares of each distributing Class are distributed, the Fund will normally go

“ex-dividend” on 01 April and 01 October of that Accounting Period and the distribution in respect of Shares of the distributing Classes will be declared on or before the end of March in respect of the 01 April ex-dividend date and on or before the end of September in respect of the 01 October ex-dividend date. In circumstances where 01 April and 01 October are not Business Days, the “ex-dividend” date will be the next Business Day. Payments will be made within 15 Business Days of each “ex-dividend” date.

Distributions (if any) will be paid directly to the Shareholder. Shareholders may elect for dividends to be reinvested by the Company in payment for additional Shares of the applicable Class. Such notices must be given by completing the appropriate section of the application form or alternatively by notifying the Company in writing of the election for dividends to be reinvested by the Company in payment for additional Shares of the applicable Class.

A payment of a distribution will be at the risk and cost of the relevant Shareholder, or, in the case of joint holders, of the first named of them or to such person and address as the holder or joint holders may direct, or upon an instruction of a Shareholder received five Business Days prior to the date on which the declared dividend becomes payable, by wire or electronic transfer at the risk and cost of the relevant Shareholder to a designated account and the Company shall not be responsible for any loss arising in respect of such transmission. Dividend payments of less than US\$10 (or its foreign currency equivalent) will not be paid out to Shareholders but will be retained by the Company in order to defray administration costs.

An equalisation account will be maintained for the Fund so that the amount distributed will be the same for all Shares of the same Class notwithstanding different dates of issue. A sum equal to that part of the issued price of the Share which reflects income (if any) accrued but undistributed up to the date of issue less any income expenses incurred during that period will be deemed to be an equalisation payment and treated as repaid to Shareholders with the first dividend or accumulation to which the Shareholder is entitled.

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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

#### *Purification of Dividends*

Dividend purification is the cleansing of the dividends, the source of which is not acceptable from a Shariah point of view, by way of donation to a charity under the guidance and supervision of the Shariah Advisor.

The Investment Manager will purify the dividend based on the dividend purification ratio (the “DP ratio”) calculated by S&P, the Index provider of S&P Pan Arab Shariah LMC Index (NET TR, in USD). The DP ratio is calculated on a monthly basis.

The DP ratio is calculated as Non-Permissible Revenue/Total Revenue. Non-Permissible

Revenue, in this context, includes all forms of revenue or income that are considered non-permissible from a Shariah perspective (e.g. alcohol sales, gambling revenue, etc.) and includes any income generated from interest.

The DP ratio determines what portion of dividends received must be purified, i.e. given to charity. As an example, a DP ratio of 0.10 (i.e. 10%) implies that 10% of the dividends need to be given to charity.

## **18. Risk Factors**

The attention of investors is drawn to the “Risk Factors” section in the Section of the Prospectus entitled “The Company” and should also consider the following risk factors prior to investing in the Fund:

### **The MENA Region**

Investors should recognise that investing in securities of countries in the MENA region involves significant risks and special considerations, including those set forth in the “Risk Factors” section of the Prospectus in the section entitled “The Company”, which are not typically associated with investing in developed markets. They are additional to the normal risks inherent in any such investment and include political, economic, legal, currency, inflation and taxation risks. There is also risk of loss due to lack of adequate systems for transferring, pricing, accounting for and safekeeping or record keeping of securities. Additionally, risks arise from corruption and organised crime and from lack of developed securities markets in certain countries in the MENA Region. The specific nature of such risks may vary according to the securities purchased and the country in which investments are made.

### **Absence of Secondary Market**

Currently there is no public market for the Shares of the Fund and it is unlikely that any active secondary market for the Fund will develop. Shareholders may only be able to dispose of their Shares by means of redemptions on the relevant Dealing Day at a relevant redemption price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Dealing Day will be borne by the Shareholders requesting redemption.

### **Absence of Operating History**

The Fund does not have an operating history upon which investors may base an evaluation of its likely performance. The Fund's results will depend upon the availability of suitable investment opportunities based on the investment objective of the Fund and the performance of the Fund's investments.

### **Emerging Market Risk**

The Fund may have exposures in excess of 30% of the Net Asset Value of the Fund in emerging markets. Differences in business practices, high levels of debt, inflation and regular currency fluctuations may significantly impair economies of emerging nations when compared to developed countries. Further details in relation to emerging market risk are outlined in the

“Risk Factors” section of the Prospectus in the section entitled “The Company”.

**Performance Fee Risk**

The payment of a performance fee to the Investment Manager based on the performance of the Fund 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.

**Shariah Compliance of the Fund**

Prospective investors should consult their own Shariah advisors as to whether the Fund is compliant with their individual standards of compliance with Shariah principles.

Prospective investors should not rely on the Fatwa of the Shariah Advisor as to the compliance of the Fund’s investments with Shariah in deciding whether to become a shareholder. Prospective shareholders should consult their own Shariah advisors as to whether the investments of the Fund are compliant with their individual standards of compliance with Shariah principles.

The investments of the Fund are to be “Shariah-compliant”. This means that the investments will be selected on the basis, among other things, of Shariah and the Investment Manager makes no representation or warranty, express or implied, as to how this selection process might have a positive or negative impact on the value of the investment or with respect to the performance of such Shariah compliance strategy. Shariah may require the Investment Manager to dispose of investments in circumstances that are less advantageous than might otherwise be the case.

*Representation by Investors:*

By becoming an investor, each investor shall be deemed to have represented that it is satisfied that the Fund and the Fund’s investments do not and will not contravene Shariah and that it will not claim any dispute on the grounds of Shariah compliance of the Fund or the Fund’s investments.

Prospective investors should be aware that there may be occasions that investments may become non- Shariah compliant without the prior knowledge of the Fund as for instance when a corporate entity in whose stocks the Fund invests fails to meet the Fund’s Shariah compliance criteria through an unforeseen act or omission by such entity. In such event the Investment Manager will respond with appropriate action as soon as practicable to ensure Shariah compliance of the Fund and to purify the income. Purification may involve non-Islamic money being donated to charitable bodies selected by the Investment Manager.



## **Zakat**

The Investment Manager or the Fund shall not calculate, pay or be responsible for the calculation or payment of zakat on the Shareholder's investment income or on any capital appreciation derived therefrom. The payment of zakat on the Shareholder's investment income or on any capital appreciation derived therefrom shall remain the sole responsibility of the Shareholders.

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

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled "Publication of Net Asset Value per Share", the Net Asset Value per Share of the Fund shall also be available from Bloomberg or any other third party data provider as agreed, which shall be updated following each calculation of Net Asset Value per Share.

### **20. Profile of a Typical Investor**

The Fund is suitable to investors with a medium to long term time horizon (typically 3 to 5 years). The investment is not suitable for short term investors. An investment in the Fund is only suitable for investors who are capable of evaluating the risks and merits of such investment and who have sufficient resources to bear any loss which might result from such investment. Prospective investors should consult with their professional and financial advisors before making an application for Shares.

**SUPPLEMENT 8 DATED 13 JULY 2017**  
**to the Prospectus issued for OneShare Plc dated 13 July 2017**

**NBAD WEC Africa Asia Frontier Markets Fund**

**NBAD WEC Africa Asia Frontier Markets Fund was closed on 22 September 2016 and is no longer available for investment.**

**This Supplement contains information relating specifically to the NBAD WEC Africa Asia Frontier Markets Fund (the “Fund”), a sub-fund of OneShare Plc (the “Company”), an open-ended umbrella type investment company with segregated liability between sub-funds and authorised by the Central Bank on 10 March, 2010 as a UCITS pursuant to the Regulations.**

**This Supplement forms part of and should be read in the context of and in conjunction with the prospectus for the Company dated 13 July 2017 (the “Prospectus”).**

**The Fund may invest in financial derivative instruments for investment purposes and/or efficient portfolio management purposes. In relation to the leverage effect of investing in financial derivative instruments, see “Global Exposure and Leverage” below.**

**Although the Fund may invest substantially in cash deposits, cash equivalents and/or Money Market Instruments in certain circumstances, Shares in the Fund are not deposits and are different in nature to a deposit in that the investment is not guaranteed and the value of the investment is capable of fluctuation. Investment in the Fund involves certain investment risks, including the possible loss of principal.**

**An investment in the sub-fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.**

Investors should note that this Supplement relates to investment by investors dealing directly with the Administrator. Investors who wish to subscribe for Shares via a Local Distributor should contact the relevant Local Distributor. Contact details for the relevant Local Distributor can be found on the website of the Investment Manager, being [www.nbad.ae](http://www.nbad.ae).

As at the date of this Supplement, the Company has seven other sub-funds, namely NBAD OneShare MSCI UAE UCITS ETF, NBAD Balanced Allocation Fund, NBAD Conservative Allocation Fund, NBAD Growth Allocation Fund, NBAD MENA Bond Fund, NBAD MENA Dividend Leader Fund and NBAD Shariah MENA Dividend Leader Fund.

NBAD OneShare MSCI UAE UCITS ETF is the only exchange traded fund of the Company whereby its Shares are actively traded on the Abu Dhabi Securities Exchange.

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 entitled “Risk Factors” in both the Prospectus and this Supplement before investing in the Fund.

This document does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of any offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful.

## **1. Interpretation**

Capitalised expressions used and not defined below shall bear the meanings as set out in the Prospectus.

The expressions below shall have the following meanings:

“AED Class”	means the AED (Unhedged) Class.
“Benchmark”	means the MSCI Frontier Markets ex GCC Index (Bloomberg code: M1FM6IM Index). The index captures large and mid cap representation across 21 Frontier Markets (FM) countries (Argentina, Bangladesh, Bulgaria, Croatia, Estonia, Jordan, Kazakhstan, Kenya, Lebanon, Lithuania, Mauritius, Morocco, Nigeria, Pakistan, Romania, Serbia, Slovenia, Sri Lanka, Tunisia, Ukraine, and Vietnam). Further details of the Benchmark can be found on <a href="http://www.msci.com/products/indexes/country_and_regional/fm/">http://www.msci.com/products/indexes/country_and_regional/fm/</a> .
“Business Day”	means a day on which the banks in the UAE and Ireland are generally open for business on such days or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified to Shareholders.
“Dealing Day”	means each Business Day or such other day or days as may be determined by the Directors and with the agreement of the Administrator and notified in advance to Shareholders provided that there shall be at least one Dealing Day per fortnight. Any additional Dealing Days will be notified to Shareholders in advance and will also be announced on <a href="http://www.nbad.ae">www.nbad.ae</a> .

“Dealing Deadline”	means 3.00 p.m. Irish time on the Business Day immediately preceding the relevant Dealing Day or such other time as the Directors may determine and notify to Shareholders provided always that the Dealing Deadline is no later than the Valuation Point. This Dealing Deadline shall apply only to the application for Shares forwarded directly to the Administrator. Investors who wish to subscribe for Shares via the Local Distributor should contact the relevant Local Distributor.
“Emerging Markets”	means the markets of countries that are in the process of developing into modern industrialised states and display a high degree of potential but also entail a greater degree of risk.
“EUR Classes”	means the EUR (Unhedged) Class and EUR (Hedged) Class.
“GBP Classes”	means the GBP (Unhedged) Class and GBP (Hedged) Class.
“GCC Countries”	means the Gulf Cooperation Council countries (Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the United Arab Emirates).
“Investment Manager”	means the Global Asset Management Division of National Bank of Abu Dhabi PJSC.
“Local Distributor”	means a person or entity appointed by the Global Distributor or its delegate to act as a local distributor responsible for marketing the Shares of the Fund.
“Frontier Markets”	mean less advanced capital markets from the developing world. Frontier market countries are a sub-set of those currently considered to be developing by the World Bank, the International Finance Corporation, the United Nations or the countries’ authorities, or countries with a stock market capitalisation of less than 3% of the MSCI World Index. These countries typically are located in the Asia-Pacific Region, Central and Eastern Europe, the Middle East, Central and South America and Africa. Frontier market countries are countries with smaller economies and less developed investable stock markets that are established than those in the Emerging Markets.

“USD Classes”	means the USD Class and USD (DHABI) Class.
“Valuation Point”	means close of business in the relevant markets on the Business Day immediately preceding the relevant Dealing Day or such time as determined by the Directors with the agreement of the Administrator from time to time.
“WEC”	means the ‘West-East Corridor’ of growing economies that span from West Africa to East Asia. The West-East Corridor includes increasingly important economies in MENA, the Indian Subcontinent, Southeast Asia and greater China. This region represents vast potential and unlimited resources, growing economic activities and an emerging middle class.

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

## 2. Base Currency

The Base Currency of the Fund shall be US Dollars. The Net Asset Value per Share will be published and settlement and dealing will be effected in the designated currency of each Class.

## 3. Share Classes

The Company has created the following Classes of Shares in the Fund:

- USD Class
- USD (DHABI) Class\*\*
- AED (Unhedged) Class
- GBP (Unhedged) Class
- EUR (Unhedged) Class
- GBP (Hedged) Class
- EUR (Hedged) Class

\*\* The USD (DHABI) Class is only available for investment by intermediaries (acting on behalf of underlying investors) who have been appointed by the Global Distributor and/or Local Distributors to market the Fund.

The Directors have the power to issue further Classes of Shares upon prior notification to and clearance in advance with the Central Bank.

### Unhedged Share Classes

In relation to the Classes of the Fund which are not designated in the Base Currency, a currency conversion, where applicable, will take place on subscriptions, redemptions, switches and distributions at prevailing exchange rates. Accordingly, any Class of Shares that is not designated in the Base Currency of the Fund will have an exposure to possible adverse currency fluctuations and it is not the intention of the Fund to use hedging techniques for unhedged share classes to protect against such currency risk. Investors should be aware that this may substantially limit investors from benefiting if the Base Currency of such Fund depreciates against the currencies in which the assets of the Fund are denominated.

### Hedged Share Classes

Currency hedging will be undertaken to reduce the currency exposure of the Hedged Share Classes designated in a currency other than the Base Currency. Although not the intention, over-hedged or under-hedged positions may arise as a result of hedging at Class level due to factors outside the control of the Investment Manager. However hedged positions will be kept under review to ensure that over-hedged positions will not exceed 105% of the Net Asset Value of the Class and that positions in excess of 100% of the Net Asset Value of the Class will not be carried forward from month to month. If the Investment Manager enters into such transactions for the purpose of hedging at Class level, then such transactions will each be solely attributable to the relevant Class and may not be combined or offset against the exposures of other Classes or specific assets.

## **4. Investment Objective**

The investment objective of the Fund is to achieve long-term capital appreciation by investing in liquid large and mid-cap stocks in selective Frontier Markets excluding the GCC Countries space with a focus on investing in fundamentally strong companies with some prospect of capital gains over the medium term.

## **5. Investment Policy**

The Fund aims to achieve this investment objective by investing primarily in equities and/or equity-related securities (such as participatory notes (also known as P-Notes), warrants which are fully funded and give unleveraged indirect exposure to equities in which the Fund may invest directly, convertible bonds, ADRs and GDRs), listed or traded on Recognised Exchanges worldwide, of companies domiciled in Frontier Markets excluding the GCC Countries and/or companies which derive a significant proportion of their revenues or profits from, or have a significant portion of their assets in Frontier Markets excluding the GCC Countries. The Fund will predominately invest in Frontier Markets in the WEC. The Fund will not exercise warrants (to acquire the underlying equities) but will sell the warrants before the exercise date or alternatively, prior to the exercise date, the Fund will rollover the warrant into a new instalment over the same underlying asset. The Fund will not invest in convertible bonds which embed a

derivative.

Though the Fund will be predominantly invested in Frontier Markets, the Fund may invest up to 30% of the Net Asset Value of the Fund in Emerging Markets. The Fund may invest up to 30% of the Net Asset Value of the Fund in fixed income securities in the selective Frontier Markets and Emerging Markets. The fixed income securities in which the Fund may invest include debt securities of companies domiciled in Frontier Markets and Emerging Markets and/or debt securities of companies which derive a significant proportion of their revenues or profits from, or have a significant portion of their assets in Frontier Markets and Emerging Markets. Such debt securities includes bonds (government institutions and / or corporate bonds which may have fixed or floating rates of interest and which need not be of investment grade), notes with a maturity from the date of issue of longer than one year but less than ten years, structured notes and P-Notes which give indirect exposure to debt securities and bills. The debt securities may be listed on or dealt in Recognised Exchanges worldwide.

Structured notes and participatory notes (also known as P-Notes) are notes where the return on such notes is based on the performance of underlying securities. Investment will only be made in structured notes and P-Notes which are unleveraged and therefore do not embed any derivatives.

The Fund will utilise the Benchmark for comparison purposes and for the purposes of determining whether a performance fee shall be payable to the Investment Manager.

The investment strategy follows a mix of a top-down and a bottom-up approach. The top-down approach is used to identify key macroeconomic and sectorial themes and subsequently help identify stocks that will benefit from the same. A bottom-up approach is applied based on the belief that there are always individual companies that provide attractive investment opportunities in various industry and market conditions. The prominence given to the top-down vs. bottom-up approach will vary from time to time depending on macroeconomic, sectorial and company specific fundamentals. The Fund maintains a diversified portfolio by investing in a basket of stocks with strategic allocation on sector and stock.

The Fund's investment process is multi-layered in that it is based on multiple analytical tools and approaches (macroeconomic, quantitative, fundamental, bottom-up and top-down) to support the research process in order to achieve attractive, above benchmark returns over a complete market cycle. Combining top-down asset allocation and bottom-up investment selection approaches allows the Investment Manager to arrive at concise, forward-looking investment strategies

The Fund may also invest in open-ended and/or closed ended collective investment schemes which give exposure to equities and equity-related securities (such as participatory notes (also known as P-Notes), warrants which give indirect exposure to equities in which the Fund may invest directly, convertible bonds, ADRs and GDRs) of companies in which the Fund may invest directly in accordance with the above investment policy. Investment in such open-ended

collective schemes will not exceed 10% of the Net Asset Value of the Fund. For the avoidance of doubt, the Fund will not invest in other sub-funds of the Company.

The Fund may invest in closed ended collective investment schemes provided the shares in such collective investment schemes constitute transferable securities for UCITS purposes. Any investment in such unlisted securities will be subject to the 10% aggregate restriction referred to in Appendix I of the Prospectus.

Subject to the Regulations, the Fund may use the following derivatives for investment purposes in order to gain long and / or short exposure to the instruments in which the Fund may invest directly in: - futures and options, credit default swaps, swaps, swaptions and forwards. The percentage range of assets of the Fund that is anticipated will be invested in long and short positions is zero to 100% of the Net Asset Value of the Fund in net long positions and zero to 20% of the Net Asset Value of the Fund in net short positions (taking into account indirect exposure through financial derivative instruments).

#### *Futures*

The Fund may purchase and sell various kinds of futures contracts in order to seek to increase total return by exposure to the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

#### *Options*

The Fund may purchase and sell OTC or exchange traded options in order to seek to increase total return by exposure to changes in the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

#### *Credit Default Swaps*

The Fund may enter into credit default swaps in order to obtain exposure to credit risk to increase total return.

#### *Swaps and Swaptions*

The Fund may enter into swaps and swaptions in order to seek to increase total return by exposure to changes in prices and/or the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund. Swaps and swaptions (including total return swaps) may be used as a substitute for physical securities or a less expensive or more liquid way of obtaining desired exposures. In the case of total return swaps, the counterparties to any such transactions shall be entities which satisfy the OTC counterparty criteria set down by the Central Bank in the CBI UCITS Regulations and the Company's credit assessment criteria. The counterparty to any total return swap entered into by the Fund shall not assume any discretion over the composition or management of the investment portfolio of the Fund or of the underlying of the total return swap. The annual report of the Company will provide information on the underlying exposure obtained through any total return swaps held by the Fund and the identities of the counterparties to such total return swap contracts.



### *Forwards*

The Fund may purchase and sell forward contracts in order to seek to increase total return by exposure to changes in the prices of underlying assets listed above in accordance with the investment objective and policies of the Fund.

Although it will be normal policy of the Fund to deploy its assets as detailed above, it may also retain cash and cash equivalents such as Money Market Instruments in 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 or Money Market Instruments pending reinvestment, the holding of cash or Money Market Instruments in order to meet redemptions and payment of expenses or in order to support derivative exposure.

## **6. Investment and Borrowing Restrictions**

In accordance with the provisions of Appendix I of the Prospectus, the Company may, on behalf of the Fund, borrow up to 10% of the Net Asset Value of the Fund on a temporary basis. Such borrowings may only be used for short term liquidity purposes to cover the redemption of Shares. Investment restrictions applying to the Fund are set out in Appendix I to the Prospectus.

## **7. Global Exposure and Leverage**

Pursuant to paragraph 6.1 of Appendix I of the Prospectus under the heading “Investment Restrictions” and sub-heading “Financial Derivative Instruments”, the Fund will use the Commitment Approach as part of its risk management process.

The Fund’s global exposure as a result of the use of derivatives calculated using the Commitment Approach will not exceed 100% of the Fund’s Net Asset Value (i.e. the Fund’s total exposure will not exceed 200% of the Fund’s Net Asset Value) and therefore the Fund will not be leveraged in excess of 100% of its Net Asset Value.

## **8. Efficient Portfolio Management Techniques**

The Fund may employ techniques and instruments such as those outlined below for efficient portfolio management purposes.

### *Financial Derivative Instruments*

Subject to the 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 may use financial derivative instruments for the purpose of efficient portfolio management, for example to reduce risk, to gain exposure to positions where it is more efficient to do so through the use of derivatives than investing directly or to gain exposure to markets or positions in which the Fund cannot invest directly. Currency hedging may be undertaken at the

Fund level to reduce the Fund's exposure to the fluctuations of the currencies in which the Fund's assets may be designated against the Base Currency. Similarly as detailed above currency hedging may be undertaken at Class level. In accordance with the investment policy of the Fund, derivatives may include futures and options, credit default swaps, swaps, swaptions and forwards either traded on an exchange or over the counter (OTC). Further details setting out the commercial purpose of such derivatives are set out in Appendix III of the Prospectus.

*Operational Costs and Fees Arising from the Use of Efficient Portfolio Management Techniques*

Information relating to the operational costs and fees arising from the use of efficient portfolio management techniques is set out in Appendix III to the Prospectus.

*Collateral Management Policy relating to OTC Derivatives used for Investment or Efficient Portfolio Management Purposes*

Where necessary, the Fund will accept collateral from its OTC counterparties in order to reduce OTC counterparty risk exposure generated through the use of OTC derivative instruments. Any collateral received by the Fund shall comprise of cash collateral and/or government backed securities of varying maturity which satisfy the requirements of the Central Bank relating to non-cash collateral which may be received by a UCITS as outlined in Appendix III of the Prospectus. Cash collateral received may be reinvested in accordance with the requirements of the Central Bank at the discretion of the Investment Manager. The level of collateral required to be posted may vary by counterparty with which the Fund trades. The haircut policy applied to posted collateral will be negotiated on a counterparty basis and will vary depending on the class of asset received by the Fund, taking into account its credit standing and price volatility. The Investment Manager will seek to negotiate collateral agreements to an appropriate market standard and will request the return of excess collateral on each Business Day.

## **9. Investment Manager**

The Global Asset Management Division of National Bank of Abu Dhabi PJSC has been appointed by the Company to act as discretionary investment manager of the assets of the Fund. This entity will also act as promoter and Global Distributor to the Company.

Further biographical information relating to the Investment Manager is provided in the Prospectus at the section entitled "Promoter".

In accordance with the investment management agreement entered into between the Company and the Investment Manager (the "Investment Management Agreement") and subject to the policies and control of the Board of Directors, the Investment Manager will be responsible for the investment and management of the Fund's assets, including analysing and selecting the investments in which the Fund may invest.

The Investment Manager will be responsible for monitoring the ongoing performance and

suitability of the investments for the Fund in accordance with the Fund's investment objective and policies and to ensure that the Fund adheres to the investment restrictions and guidelines set out in Appendix I of the Prospectus.

The Investment Manager may, in accordance with the requirements of the Central Bank delegate in whole or in part any of its duties or obligations (including discretionary investment management) to sub-investment managers or advisers upon such terms as to authority, liability and indemnity as shall be determined by the Investment Manager. Such sub-investment managers or advisers will not be paid directly by the Company. Disclosure of the appointment of any sub-investment managers or advisers will be provided to Shareholders on request and will be disclosed in the periodic reports of the Company. The Investment Manager shall exercise due care and diligence in such appointment and shall supervise the conduct of any delegation it makes. The Investment Manager currently does not plan to delegate any part of its duties and responsibilities.

The Investment Management Agreement provides that either party thereto may terminate the Investment Management Agreement by giving to the other parties thereto not less than thirty (30) days written notice (or such shorter notice as agreed in writing by the parties thereto) or forthwith by notice in writing in certain circumstances such as the insolvency of any party or unremedied breach after notice. The Investment Manager has the power to delegate its duties under the Investment Management Agreement in accordance with the requirements of the Central Bank. The Investment Management Agreement further provides that the Company shall indemnify and hold the Investment Manager harmless out of the Fund's assets against any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including reasonable legal fees and expenses) which may be brought against, suffered or incurred by the Investment Manager by reason of the performance of its duties (other than by reason of the Investment Manager's negligence, bad faith, wilful default, recklessness, breach of the Regulations or fraud).

## **10. Initial Offer of Shares in the Primary Market**

Shares in GBP (Unhedged), GBP (Hedged) and EUR (Unhedged) will continue to be offered until 30 November, 2016 (the "Initial Offer Period") and issued on the first Business Day after the close of the Initial Offer Period at an Initial Price per Share of GBP 5 for GBP Classes and EUR 5 for the EUR Class.

The Initial Offer Period may be shortened or extended at the discretion of 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 a yearly basis.

After the close of the Initial Offer Period, all applications for Shares must be received by the Dealing Deadline (as defined above) in the manner set out in the Prospectus. For further information, please see the section headed "Application for Shares in the Primary Market" in this Prospectus.

Shares in USD Class, USD (DHABI), AED (Unhedged), and EUR (Hedged) in the Fund were previously offered at a fixed price and are now offered and continue to be offered at the Net Asset Value per Share of such Class.

#### 11. Minimum Subscription and Minimum Redemption in the Primary Market

The Minimum Initial Subscription, Minimum Subsequent Subscription and Minimum Redemption amount are as follows:

##### *Minimum Initial Subscription*

<b>Class</b>	<b>Minimum Initial Subscription</b>
USD Classes	USD 100
AED Class	AED 500
EUR Classes	EUR 100
GBP Classes	GBP 100

##### *Minimum Subsequent Subscription*

<b>Class</b>	<b>Minimum Subsequent Subscription</b>
USD Classes	USD 100
AED Class	AED 500
EUR Classes	EUR 100
GBP Classes	GBP 100

##### *Minimum Redemption amount*

<b>Class</b>	<b>Minimum Redemption amount</b>
USD Classes	USD 100 (or if less, the value of a Shareholder's total holding of Shares in the Class)
AED Class	AED 500 (or if less, the value of a Shareholder's total holding of Shares in the Class)
EUR Classes	EUR 100 (or if less, the value of a Shareholder's total holding of Shares in the Class)
GBP Classes	GBP 100 (or if less, the value of a Shareholder's total holding of Shares in the Class)

The Directors reserve the right to waive or reduce the Minimum Subscription and/or Minimum Redemption amount.

## **12. Application for Shares**

Please refer to the section of the Prospectus entitled “Application for Shares in the Primary Market” for further details regarding the application process for Shares.

### *Settlement of Shares*

Investors may apply for a specific value of Shares on any Dealing Day (i.e. investors may not apply for a specific amount of shares in the Fund). There are no unit subscriptions permitted in the Fund. Applications and subscription money received by the Administrator on or before the Dealing Deadline will be executed at the Net Asset Value per share next determined. Subscription monies net of all bank charges should be paid by SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form by the relevant Dealing Deadline.

With the agreement of the Administrator and the Company, settlement proceeds may be accepted at a later date. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

Investors may subscribe in specie in the Fund (i.e. by the transfer of investments or predominantly investments to the Fund). The Directors may, in their absolute discretion, refuse in specie subscriptions. If a subscription in specie is accepted by the Directors, this does not, in the event of redemption of Shares, confer on the Shareholder a right to have the redemption in specie.

### *Issue of Shares*

Shares may be issued in fractions of Shares (rounded down to three (3) decimal places). The fractional shares may be issued where the amount subscribed does not entitle an Investor to whole shares.

### *Confirmation of Ownership*

Confirmation in writing of entry on the register of Shareholders will be sent to Shareholders within 2 Business Days of the final Net Asset Value for that Dealing Day being calculated by the Administrator.

### *Subscription Fees*

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor.

### **13. Redemption of Shares**

Investors may redeem Shares subject to the provisions of the Prospectus entitled “Redemption of Shares in the Primary Market”.

Investors may redeem either a specific number of Shares or Shares of a specified value on any Dealing Day. Any redemption requests received by the Administrator will be redeemed at the Net Asset Value per share next determined, subject to any applicable charges. Any redemption requests received at or after the Dealing Deadline will be treated as having been received on the next following Dealing Day for that Fund.

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. 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.

#### *Timing of Payment*

Redemption proceeds in respect of Shares will be paid to investors within four Business Days from the relevant Dealing Day provided that all required documentation has been furnished to and received by the Administrator. The redemption proceeds will be paid to the bank account details provided in the original application form. The proceeds will be paid in the currency of denomination of the relevant Share Class of the Fund concerned at the expense and risk of the Shareholder. No third party payments can be made. During the settlement of redemptions, such Shares are not available for switching to other sub-funds of the Company.

#### *Redemption Fee*

A redemption fee not exceeding 2% of the Net Asset Value of Shares being redeemed may be imposed on the redemption of Shares for the benefit of the Fund where the holding period is less than 90 calendar days in order to deter short term or abusive trading practices.

### **14. Conversion of Shares**

Subject to the approval of the Directors and the Minimum Subscription and Minimum Redemption Amount and, if applicable, Minimum Holding requirements of the relevant Fund or Classes, Shareholders in the Primary Market may convert some or all of their Shares in one Fund or Class to Shares in another Fund or Class or another Class in the same Fund in accordance with the procedures specified in the Prospectus under the heading “Conversion of

Shares in the Primary Market". The Directors do not currently intend to impose a conversion fee.

#### **15. 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.

#### **16. Fees and Expenses**

The following fees and expenses are payable out of the Fund. In addition, the Fund shall bear its attributable portion of the fees and operating expenses of the Company. The operating fees and expenses of the Company are set out below in addition to the information set out in detail under the heading "Fees and Expenses" in the Prospectus.

Where there is more than one sub-fund in existence, operating expenses and the fees and expenses of service providers which are payable by or attributable to the Company as a whole as opposed to individual sub-funds (including, inter alia, meetings of the Company, Directors fees, updates of the Prospectus, etc) shall be divided between all applicable sub-funds of the Company in proportion to the Net Asset Value of the relevant sub-funds of the Company.

##### **Establishment Costs**

The costs of establishing the Fund including the fees and expenses of legal advisers, product development fees and expenses, regulatory fees and expenses and any other fees and expenses arising on the formation and launch of the Fund, which amounted to approximately USD 50,000, were borne by the Fund and are being amortised over a period of five Accounting Periods.

##### **Investment Manager**

National Bank of Abu Dhabi PJSC shall be entitled to receive out of the net assets of the Fund an annual fee not exceeding 1.5% of the Net Asset Value of the Fund in respect of its services as investment manager. This annual fee shall be calculated and accrued at each Valuation Point and payable monthly in arrears. National Bank of Abu Dhabi PJSC in its capacity as investment manager may at its discretion waive the whole or any part of its annual fee. Reasonable out-of-pocket expenses incurred by National Bank of Abu Dhabi PJSC in the performance of its duties as investment manager will be reimbursed by the Fund as may be approved from time to time by the Directors.

## Performance Fees

The Investment Manager shall be entitled to receive out of the assets of the Fund applicable to such Classes a performance fee (the "Performance Fee") in respect of each relevant Class which will accrue on each Valuation Point and be paid quarterly in arrears at the end of each Calculation Period in an amount equal to "I".

$$"I" = 15\% \times "S" \times "W"$$

Where;

"S" = the Excess Performance of the Fund

"W" = the weighted average number of shares

Where 'S' is zero or less, no charge is made.

"Excess Performance" = the excess amount by which the Fund outperforms the Benchmark with reference to the relevant Calculation Period.

The Performance Fee in respect of a Class is equal to 15% of the excess of the Net Asset Value per Share at the end of a Calculation Period over the Benchmark, multiplied by the weighted average number of Class Shares, as applicable, in issue during the Calculation Period.

Any underperformance of the Benchmark in relation to a Class in preceding Calculation Periods will be clawed back before the Performance Fee becomes due in subsequent Calculation Periods in relation to that Class.

No Performance Fee may be accrued until the Net Asset Value per Share exceeds the previous highest Net Asset Value per Share on which the Performance Fee was paid (or the initial offer price if higher).

The Investment Manager will be entitled to a Performance Fee in relation to that Class in respect of each three month period (a "Calculation Period"). The first Calculation Period for the purposes of calculating the Performance Fee shall be from the Business Day which immediately follows the closing of the initial offer period in respect of the relevant Class of the Fund until the end of the relevant calendar quarter.

The Performance Fee shall be calculated in relation to each Class by the Administrator (subject to verification by the Depositary). For the purposes of calculating the Performance Fee, the current Net Asset Value per Share of the relevant Class 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.



The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share of the relevant Class on each Dealing Day. In the event that the relevant Class suffers a redemption of Shares on a Dealing Day within a Calculation Period, the Investment Manager shall be entitled to receive the Performance Fee per Share of the relevant Class accrued in respect of such redemption. Any such entitlement to Performance Fees in respect of redemptions of Shares will not be repayable although such entitlement will be taken into account in calculating the Performance Fee entitlement, if any, in respect of the Calculation Period as a whole.

***As the performance fee is based on net realised and net unrealised gains and losses as at the end of each Calculation Period, performance fees may be paid on unrealised gains which may subsequently never be realised.***

### **Global Distributor Fees**

Subscription fees of up to 5% of the total subscription amount may be charged by the Global Distributor or any Local Distributor. The Global Distributor may appoint multiple Local Distributors to provide services in different jurisdictions. Reasonable out-of-pocket expenses incurred by National Bank of Abu Dhabi PJSC in the performance of its duties as global distributor will be reimbursed by the Fund as may be approved from time to time by the Directors.

### **Administrator Fees**

The Administrator shall be entitled to receive out of the net assets of the Fund an annual fee as set out below which will not exceed 0.05% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears, subject to a minimum annual fee which at umbrella level is USD 36,000 per month until 31 December, 2016 and thereafter USD 43,000 per month. This minimum fee is apportioned across all Funds of the Company based on the Net Asset Value of each Fund..

The Administrator shall also be compensated for other services, including inter alia account maintenance, registration and transaction fees which shall be at normal commercial rates together with VAT, if any, thereon.

### **Depositary Fees**

The Depositary shall be entitled to receive out of the net assets of the Fund an annual trustee fee not exceeding 0.0125% of the Net Asset Value of the Fund (plus VAT, if any), accrued and calculated on each Valuation Point and payable monthly in arrears.

In addition to such remuneration, the Depositary shall be entitled to be repaid 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 Depositary or any sub-custodian.

## 17. Distributions

It is intended that, in the normal course of business, distributions will not be declared and that any net investment income attributable to each Class will be accumulated daily in the respective Net Asset Value per Share of each respective Class.

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 provided in an updated prospectus or supplement and will be notified to Shareholders in advance of such change becoming effective.

## 18. Risk Factors

The attention of investors is drawn to the “Risk Factors” section in the Section of the Prospectus entitled “The Company” and the risks in using derivatives highlighted in Appendix III of the Prospectus and should also consider the following risk factors prior to investing in the Fund:

### **The Frontier Markets**

Investors should recognise that investing in securities of countries in the Frontier Markets involves significant risks and special considerations, including those set forth in the “Risk Factors” section of the Prospectus in the section entitled “The Company”, which are not typically associated with investing in developed markets. They are additional to the normal risks inherent in any such investment in Emerging Markets and include political, economic, legal, currency, inflation and taxation risks.

Frontier Market countries generally have smaller economies and even less developed capital markets than traditional developing markets and as a result, the risks of investing in developing market countries are magnified in Frontier Market countries. The magnification of risks are the result of: potential for extreme price volatility and illiquidity in Frontier Markets; government ownership or control of parts of the private sector and of certain companies; trade barriers; exchange controls; managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which Frontier Market countries trade; and the relatively new and unsettled securities laws in many Frontier Markets.

As Frontier Markets are relatively underdeveloped when compared to Emerging Markets and developed markets, certain listed securities may be thinly traded leading to the need for careful management. The specific nature of such risks may vary according to the securities purchased and the country in which investments are made. In addition, Frontier Markets are comparatively small, less liquid and more volatile to those in developed financial markets. This may result in greater volatility. If a large number of securities had to be realised at short notice to meet substantial redemption requests such sales may have to be effected at unfavourable prices which may in turn have an adverse effect. In some cases, a market for the securities may not exist locally and so transactions may need to be made on a neighbouring exchange.

Custody of securities in Frontier Markets carries greater risk than those in developed markets and the expenses for Frontier Markets are generally higher. Settlement, clearing, safe custody and registration procedures may be underdeveloped and could increase the risks of error, fraud or default. There is also risk of loss due to lack of adequate systems for transferring, pricing, accounting for and safekeeping or record keeping of securities. There may also be significant delays and material difficulties in settling trades and / or registration of securities. The issuers of securities in Frontier Markets, such as banks and other financial institutions, may be subject to less stringent regulation and may potentially carry greater risk. Risks may also arise from corruption and organised crime and from lack of developed securities markets in certain Frontier Markets. These problems may all impact the liquidity of the Fund.

Differences in business practices, high levels of debt, inflation and regular currency fluctuations may significantly impair economies of Frontier Markets when compared to developed countries.

### **Currency Risks**

When considered on a purchasing power basis, Frontier Markets are relatively undervalued leading to the expectation of gradual appreciation. As this would be a long term trend, investors may have to accept potential short to medium term volatility.

### **Custody & Registration Risk**

Market practices in relation to settlement of securities and custody of assets in Frontier Markets can provide increased risk to the Fund and may involve delays in obtaining accurate information on the value of securities (which may as a result affect the calculation of the Net Asset Value). Settlement, clearing and registration of securities transactions and corporate governance standards and investor protection standards of such securities transactions in certain Frontier Markets are subject to significant risks not normally associated with developed markets. Exchanges in Frontier Markets may not have similar kinds of rules and controls to those in more developed stock exchanges. In particular, settlement and payment systems are generally underdeveloped, there may be no approved settlement procedure and bargains may be settled by a free delivery of stock with payment of cash in an uncollateralised manner.

### **Absence of Secondary Market**

Currently there is no public market for the Shares of the Fund and it is unlikely that any active secondary market for the Fund will develop. Shareholders may only be able to dispose of their Shares by means of redemptions on the relevant Dealing Day at a relevant redemption price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the Dealing Day will be borne by the Shareholders requesting redemption.

### **Absence of Operating History**

The Fund does not have an operating history upon which investors may base an evaluation of its likely performance. The Fund's results will depend upon the availability of suitable investment opportunities based on the investment objective of the Fund and the performance of

the Fund's investments.

**Performance Fee Risk**

The payment of a performance fee to the Investment Manager based on the performance of the Fund 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.

**19. Publication of Net Asset Value per Share**

In addition to the publication of the Net Asset Value per Share in the manner described in the Prospectus at the section entitled "Publication of Net Asset Value per Share", the Net Asset Value per Share of the Fund shall also be available from Bloomberg or any other third party data provider as agreed, which shall be updated following each calculation of Net Asset Value per Share.

**20. Profile of a Typical Investor**

The Fund is suitable to investors with a medium to long term time horizon (typically 3 to 5 years). The investment is not suitable for short term investors. An investment in the Fund is only suitable for investors who have an appetite for high risk and are capable of evaluating the risks and merits of such investment and who have sufficient resources to bear any loss which might result from such investment. Prospective investors should consult with their professional and financial advisors before making an application for Shares.