

## RESOLUTION CAPITAL UCITS COMMON CONTRACTUAL FUND

An Open-Ended Umbrella Common Contractual Fund with segregated liability between its sub-funds established under the laws of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)

### PROSPECTUS

This Prospectus is dated 20 September 2022

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

## 1. INTRODUCTION

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The information contained in this Prospectus, or any document referred to in it, including the relevant Supplement is not to be construed as legal, tax or investment advice. If you are in any doubt about the information contained in those documents, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

The Common Contractual Fund (CCF) is an open-ended umbrella common contractual fund constituted by a Deed of Constitution governed by the laws of Ireland and authorised in Ireland as a UCITS pursuant to the Regulations as may be amended, supplemented or consolidated from time to time. This authorisation however, does not constitute a warranty by the Central Bank as to the performance of the CCF and the Central Bank shall not be liable for the performance or default of the CCF. Authorisation of the CCF is not an endorsement or guarantee of the CCF by the Central Bank nor is the Central Bank responsible for the contents of the Prospectus and the Supplements.

The CCF is a collective investment undertaking as defined in Section 739I of the Taxes Consolidation Act, 1997, as amended.

The difference at any one time between the sale and redemption price of Units means that an investment in Units should be viewed as medium to long term. The value of and income from Units may go up or down and you may not get back the amount you have invested. Prices of Units may fall as well as rise. There can be no guarantee that the CCF or any of its Funds investment objectives will be achieved and investment results may vary substantially over time. Prospective Unitholders should carefully consider whether an investment in Units is suitable for them in light of their circumstances and financial resources and should carefully review this Prospectus and the relevant Supplement, including the sections entitled “Risk Factors” and “Portfolio Transaction and Conflicts of Interest”, before investing in the CCF.

### **NATURAL PERSONS MAY NOT BE UNITHOLDERS IN THE CCF OR ANY OF ITS FUNDS.**

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

Application may be made to Euronext for the listing of Units issued and available for issue, to be admitted to listing on the official list and trading on the main securities market of Euronext. This Prospectus together with the relevant Supplement, including all information required to be disclosed by the listing requirements of Euronext, comprises listing particulars for the purpose of the listing of such Units on Euronext. It is not anticipated that an active secondary market will develop in such Units. Where the Units of a Fund are to be listed, this will be specified in the Supplement for the relevant Fund.

Neither the admission of Units to listing on the official list and trading on the main securities market of Euronext nor the approval of the Prospectus pursuant to the listing requirements of Euronext shall constitute a warranty or representation by Euronext as to the competence of service providers to or any other party connected with the CCF, the adequacy of information contained in the Prospectus or the suitability of the CCF or any of the Funds for investment purposes.

This Prospectus may not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or not authorised. In particular, the Units have not been and will not be registered under the Securities Act or the securities laws of any state or political subdivision of the United States and may not be directly or indirectly offered or sold in the United States or

to or for the benefit of any U.S. Person. Neither the CCF nor any Fund will be registered under the Investment Company Act.

The transfer of Units in a Fund is not permitted.

The Manager reserves the right to impose restrictions on the holding of Units directly or indirectly by (and consequently to redeem Units held by) any entity who, in the opinion of the Manager is an entity who breached or falsified representations on subscription documents, who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such entity is not qualified to hold Units, or if the holding of the Units by any entity is unlawful or is less than the minimum holding set for that class of Units by the Directors, or in circumstances which (whether directly or indirectly affecting such entity, and whether taken alone or in conjunction with any other entities, connected or not, or any other circumstances appearing to the Manager to be relevant), in the opinion of the Directors, might result in the CCF incurring any liability to taxation or suffering any other regulatory, pecuniary, legal, taxation or material administrative disadvantage which the CCF or the relevant Fund or Unitholders might not otherwise have incurred or suffered or might result in the CCF being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Deed of Constitution.

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

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

**The value of and income from Units in a Fund may go up or down and Applicants may not get back the amount they have invested in the Fund. Units constituting each Fund are described in a Supplement to this Prospectus for each such Fund, each of which is an integral part of this Prospectus and is incorporated herein by reference with respect to the relevant Fund. Your attention is drawn to the section entitled "Risk Factors" below.**

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

As at the date of this Prospectus, the CCF does not have any outstanding mortgages, charges, debentures or other borrowings, including bank overdrafts and liabilities made under acceptance credits, obligations made under finance leases, hire purchase commitments, guarantees or other contingent liabilities.\*

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

**The contents of this Prospectus are not intended to contain and should not be regarded as containing advice relating to legal, taxation, investment or any other matters. Each prospective investor must rely upon such investor's own representatives, as to legal, economic, tax and related aspects of the investment described herein and as to its suitability for such investor.**

The CCF is required to and will comply with the Regulations (as defined herein).

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

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

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## 2. DEFINITIONS

<b>Accounting Date</b>	the date by reference to which the annual accounts of each Fund shall be prepared and shall be 30 June in each year or such other date as the Manager in accordance with the requirements of the Central Bank may determine;
<b>Accounting Period</b>	period ending on the Accounting Date and commencing, in the case of the first such period on the date of authorisation of the CCF and, in subsequent such periods, on the day following expiry of the last Accounting Period;
<b>Accumulating Unit Classes</b>	are Unit Classes in a Fund in respect of which any Gross Income attributable to such Units is retained within the Fund and reflected in the Net Asset Value of such Units;
<b>Administration Agreement</b>	the agreement dated 29 October 2015 between the Manager and the Administrator as amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank;
<b>Administrator</b>	State Street Fund Services (Ireland) Limited or any successor thereto duly appointed as the administrator of the CCF and each Fund in accordance with the requirements of the Central Bank;
<b>Anti-Dilution Levy</b>	in respect of each Fund, the adjustment by way of an addition or deduction (as appropriate) when calculating the Issue Price and/or the Redemption Price for Units or by way of a deduction from the subscription monies received or the Redemption Proceeds payable for Units on any Dealing Day, when there are net subscriptions and/or redemptions (as appropriate) to cover any dealing costs and to preserve the value of the underlying assets of the relevant Fund and which such levy may be retained for the benefit of the relevant Fund;
<b>Applicant</b>	any person, other than a natural person, who completes and submits the Subscription Agreement to the CCF, care of the Administrator, in accordance with the manner set out in the Prospectus and any Supplement;
<b>Authorities</b>	judicial, regulatory, public or government agency authorities, Tax Authorities, securities or futures exchange, or law enforcement bodies having jurisdiction over any part of Resolution Capital Limited or any agents thereof;
<b>Base Currency</b>	the denominated currency of the CCF, being US Dollar or the denominated currency of a Fund as may be specified in the Supplement for the Fund, as applicable;
<b>Benchmark Regulation</b>	Regulation (EU) 2061/1011 of the European Parliament and the council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014
<b>Business Day</b>	A day other than a Saturday or Sunday on which commercial banks are open for business in Ireland and Australia or such other days as may be determined by the Manager and notified in advance to Unitholders as specified in the relevant Fund Supplement;

<b>CBI UCITS Regulations</b>	the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertaking for Collective Investment in Transferable Securities) Regulation 2019 and related guidance issued by the Central Bank as amended, supplemented, consolidated or otherwise modified from time to time;
<b>CCF</b>	Resolution Capital UCITS Common Contractual Fund;
<b>Central Bank</b>	the Central Bank of Ireland ( <b>CBI</b> ) or any successor regulatory authority with responsibility for authorising and supervising the CCF;
<b>CHF</b>	the lawful currency of Switzerland and Liechtenstein or any successor currency thereto;
<b>CIS</b>	an open ended UCITS or non UCITS collective investment scheme within the meaning of Regulation 4(3) of the UCITS Regulations and which is prohibited from investing more than 10% of its assets in other such collective investment schemes;
<b>Class or Classes</b>	any class of Unit issued in respect of any Fund as set out in the Supplement for the relevant Fund;
<b>Compliance Obligations</b>	compliance by any member of Resolution Capital Group with any reporting, disclosure or other obligations under any applicable local or foreign laws, regulations or voluntary codes, directives, court orders, agreements with or demands from the appropriate Authorities;
<b>Confidential Information</b>	non-public banking information;
<b>Connected Party</b>	the persons defined as such in the section headed <b>Portfolio Transactions and Conflicts of Interest</b> ;
<b>CRS</b>	the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development, also known as the Common Reporting Standard, and any bilateral or multilateral competent authority agreements, intergovernmental agreements and treaties, laws, regulations, official guidance or other instrument facilitating the implementation thereof and any law implementing the Common Reporting Standard;
<b>Currency Unit Class</b>	a Class of Units denominated in a currency other than the Base Currency of the relevant Fund;
<b>Data Protection Legislation</b>	the EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation including the GDPR, European Commission decisions, binding EU and national guidance and all national implementing legislation;

<b>Dealing Day</b>	<p>in relation to any Fund, such Business Day or Business Days as the Manager may, with the approval of the Depositary, from time to time determine and specify in the relevant Supplement provided that:</p> <ol style="list-style-type: none"> <li>1. in the event of any changes in the Dealing Day reasonable notice thereof shall be given by the Manager to each Unitholder;</li> <li>2. there shall in relation to any Fund be at least two Dealing Days occurring at regular intervals per month; and</li> <li>3. the Net Asset Value of a Fund shall be calculated as at the Valuation Point for each Dealing Day.</li> </ol>
<b>Dealing Deadline</b>	in relation to applications for subscription, redemption or switching of Units in a Fund, the day and time specified in the Supplement for the relevant Fund;
<b>Deed of Constitution</b>	the deed of constitution dated 29 October 2015 between the Manager and the Depositary and which may be amended and supplemented from time to time with the prior approval of the Central Bank;
<b>Depositary</b>	State Street Custodial Services (Ireland) Limited or any successor thereto duly appointed with the prior approval of the Central Bank as the depositary of the CCF;
<b>Depositary Agreement</b>	the agreement made between the Manager and the Depositary dated 5 October 2016 as may be amended or supplemented from time to time in accordance with the requirements of the Central Bank, pursuant to which the latter was appointed depositary of the CCF;
<b>Directors</b>	the Directors of the Manager and any duly constituted committee thereof, each a Director;
<b>ECAIs</b>	a credit rating agency which satisfies the criteria of an external credit assessment institution in accordance with the Basel III framework for more resilient banks and banking systems issued by the Basel Committee in December 2010 and recognised by the Central Bank of Ireland;
<b>EEA</b>	the European Economic Area which comprises the Member States together with Iceland, Liechtenstein and Norway;
<b>EEA Member State</b>	a member state of the EEA;
<b>Entity Status Information</b>	any information relating to a business, non-profit or other entity, including but not limited to, its “substantial owners” or “controlling persons” (as appropriate) (as defined under local or foreign laws, regulatory guidance or intergovernmental agreements or intergovernmental cooperation agreements), its place of organisation, tax residence status, forms W9, W8-BEN-E as appropriate, a “self-certification” form (as defined under local law or foreign laws, regulatory guidance, or intergovernmental agreement or intergovernmental cooperation agreements), or other documentation as may be required to establish the entity's status;
<b>EU</b>	the European Union;

<b>Euro or €</b>	the single currency of participating member states of the European Monetary Union introduced on 1 January 1999;
<b>Euronext</b>	the Irish Stock Exchange p.l.c. trading as Euronext Dublin and any successor thereto
<b>ESG</b>	Environmental, Social and Governance factors which can be considered non-financial performance indicators which include ethical, sustainable and corporate government issues;
<b>FATCA</b>	the US Foreign Account Tax Compliance Act (as amended, consolidated or supplemented from time to time), including any regulations issued pursuant thereto;
<b>FDIs</b>	financial derivative instruments or FDIs including over the counter derivatives (OTC) as permitted by the Regulations;
<b>Fund</b>	a separate portfolio of assets which is invested in accordance with the investment objective and policies as set out in the relevant Supplement and to which all liabilities, income and expenditure attributable or allocated to such Fund shall be applied and charged;
<b>Funds</b>	all or some of the Funds as the context requires and any other Funds as may be established by the Manager from time to time with the prior approval of the Central Bank;
<b>Gross Income</b>	all distributions, dividends, interest income and all other income earned by a Fund which each Unitholder is beneficially entitled (including distributions paid by borrowers of a Fund's securities, which are the subject of a securities lending transaction on the same basis as if such income has been derived from distributions paid by the issuer of the relevant securities as if such securities had not been on loan at the time of the payment of such distribution) as these items of income arise in the Fund keeping the same character and the same source as if received directly from the source during a Gross Income Period and payable to the Unitholders of the Fund, calculated and adjusted in accordance with the Deed of Constitution;
<b>Gross Income Date</b>	the date or dates by reference to which a Gross Income Payment may at the discretion of the Manager be declared and paid;
<b>Gross Income Payment</b>	the payment of Gross Income, on at least a yearly basis by electronic transfer, but no payment will be made during the first four months after the Accounting Period;
<b>Gross Income Period</b>	any period ending on an Accounting Date or a Gross Income Date as the Manager may select and beginning on the day following the last preceding Accounting Date or the day following the last preceding Gross Income Date or the date of the initial issue of Units of a Fund as the case may be;
<b>Hedged Currency Unit Class</b>	a Currency Unit Class whose denominated currency is hedged against the Base Currency of the relevant Fund;
<b>Income Accumulating Unit Classes</b>	are Unit Classes in a Fund in respect of which Gross Income Payments shall be accumulated.
<b>Income Distributing Unit Classes</b>	are Unit Classes in a Fund in respect of which Gross Income Payments may be distributed.

<b>Initial Issue Price</b>	the price per Unit at which Units are initially offered in a Fund or Class during the Initial Offer Period as specified in the Supplement for the relevant Fund;
<b>Initial Offer Period</b>	the period during which Units in a Fund are initially offered at the Initial Issue Price as specified in the Supplement for the relevant Fund;
<b>Investment Company Act</b>	the United States Investment Company Act of 1940 as amended;
<b>Investment Grade</b>	securities rated, at the time of purchase, Baa3 or above by Moody's, BBB- or above by Standard & Poor's or BBB- or above by Fitch or an equivalent rating from another ECAI unless otherwise disclosed in the Supplement for a Fund;
<b>Investment Management Agreement</b>	the agreement dated 29 October 2015 between the Manager and the Investment Manager as substituted, amended, supplemented, novated or otherwise modified from time to time in accordance with the requirements of the Central Bank;
<b>Investment Manager</b>	Resolution Capital Limited, or any successor or addition thereto duly appointed in accordance with the requirements of the Central Bank and/or as specified in the Supplement in respect of each Fund as the investment manager for that relevant Fund;
<b>Ireland</b>	the Republic of Ireland;
<b>Issue Price</b>	the Net Asset Value per Unit of the relevant Fund or Class as at the Valuation Point for the relevant Dealing Day plus a provision for any duties and charges as set out in this Prospectus or in the relevant Supplement;
<b>Manager</b>	KBA Consulting Management Limited or any successor or addition thereto duly appointed in accordance with the requirements of the Central Bank;
<b>Member State</b>	a member state of the European Union;
<b>Minimum Additional Investment Amount</b>	such minimum cash amount or minimum number of Units (if any) as the Manager may prescribe as the minimum additional investment amount required by each Unitholder for Units in a Fund or Class thereof (after investing the Minimum Initial Investment Amount) as is specified in the Supplement for the relevant Fund;
<b>Minimum Fund Size</b>	such amount (if any) as the Manager may decide for a Fund and as set out in the Supplement for the relevant Fund;
<b>Minimum Initial Investment Amount</b>	such minimum cash amount or minimum number of Units (if any) as the Manager may from time to time determine as the minimum initial investment amount required by each Applicant for Units in a Fund or Class thereof as is specified in the Supplement for the relevant Fund;
<b>Minimum Unitholding</b>	such minimum number or minimum value of Units (if any) which must be held at any time by a Unitholder as is specified in the Supplement for the relevant Fund;
<b>Money Market Instruments</b>	instruments normally dealt in on the money markets which are liquid and have a value that can be accurately determined at any time;

<b>Net Asset Value</b>	in respect of the assets of a Fund or attributable to a Class thereof the amount determined in accordance with the Deed of Constitution as described in the Calculation of Net Asset Value/Valuation of Assets section of this Prospectus;
<b>Net Asset Value per Unit</b>	the Net Asset Value of a Fund divided by the number of Units in issue in that Fund or the Net Asset Value attributable to a Class divided by the number of Units issued in that Class rounded to such number of decimal places as the Manager may determine in accordance with the Deed of Constitution and as further described in the Calculation of Net Asset Value/Valuation of Assets section below as the Net Asset Value per Unit;
<b>Net Redemption</b>	where total redemptions of a Fund exceed total subscriptions;
<b>Net Subscription</b>	where total subscriptions of a Fund exceed total redemptions;
<b>Non-Member State</b>	a state which is not a Member of the European Union;
<b>OECD</b>	the Organisation for Economic Co-operation and Development;
<b>OECD Member State</b>	a member state of the OECD;
<b>OTC derivative</b>	a Financial Derivative Instrument dealt in over the counter;
<b>Personal Data</b>	any information relating to an Applicant which can identify that Applicant and which can include sensitive personal data;
<b>Promoter</b>	Resolution Capital Limited;
<b>Prospectus</b>	the current prospectus of the CCF and any Supplements and addenda thereto;
<b>Redemption Price</b>	the Net Asset Value per Unit of the relevant Fund or Class as at the Valuation Point for the relevant Dealing Day less any duties and charges as set out in this Prospectus or in the relevant Supplement;
<b>Redemption Proceeds</b>	the amount due on the redemption of Units;
<b>Regulated Market</b>	any exchange or market on which the CCF may invest and which is regulated, recognised, open to the public and operating regularly as defined in EU directive 2004/39/EC on markets in financial instruments and which is set out in Appendix 1 hereto;
<b>Regulations</b>	the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, as amended by the European Union (Undertakings for Collective Investment in Transferable Securities) (Amendment) Regulations 2016 and as may be further amended from time to time and any rules or regulations made by the Central Bank pursuant to them which are applicable to the CCF;
<b>Related Companies</b>	has the meaning assigned thereto in Section 2(10) of the Companies Act, 2014, as amended, and as may be further amended from time to time. In general this states that companies are related where 50% of the paid up unit capital of, or 50% of the voting rights in, one company are owned directly or indirectly by another company;
<b>Securities Act</b>	the United States Securities Act of 1933, as amended;

<b>Settlement Date</b>	in respect of receipt of monies for subscription for Units or dispatch of monies for the redemption of Units, unless otherwise approved by the Manager and notified to the Administrator, the date specified in the Supplement for the relevant Fund. In the case of redemptions this date will be no more than ten Business Days after the relevant Dealing Deadline;
<b>Service Provider</b>	any entity that provides services to the CCF;
<b>SFDR</b>	the EU Sustainable Finance Disclosure Regulation (2019/2088) on sustainability-related disclosures in the financial services sector as amended, supplemented, consolidated, superseded or otherwise modified from time to time;
<b>Significant Market</b>	any market and/or exchange or combination of markets and/or exchanges where the value of the Fund's investments in those markets and/or exchanges exceeds 30% of the Net Asset Value of the relevant Fund, calculated on a yearly basis and recorded in the CCF's financial statements unless the Manager determines that a different percentage and/or date should apply which it believes to be more appropriate as specified in the relevant Fund Supplement;
<b>Subscription Agreement</b>	the agreement pursuant to the provisions of which an investor agrees to purchase Units in and become a Unitholder of the CCF;
<b>Subscriptions/Redemptions Account</b>	the account in the name of the CCF through which subscription monies and redemption proceeds and dividend income (if any) for each Fund are channelled, the details of which are specified in the Subscription Agreement;
<b>Sterling, Pound, GBP, £</b>	the lawful currency of the United Kingdom or any successor currency thereto;
<b>Supplement</b>	any supplement to the Prospectus issued on behalf of the CCF from time to time;
<b>Tax Authorities</b>	domestic or foreign tax, revenue, fiscal or monetary authorities;
<b>Tax Information</b>	In respect of an applicant that is an entity, any documentation or information for the entity or the entity's individual beneficial owner, "substantial owners" or "controlling persons" relating, directly or indirectly, to (i) Entity Status Information; or (ii) an individual or an individual's identity or tax status (where such individual is a "controlling person", "substantial owner" (as defined above) or beneficial owner of a designated account), including but not limited to such individual's name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship, tax residence, domicile for tax purposes, tax identification number (if appropriate) personal and marital status (and where applicable Forms W-9 and Forms W-8, as issued by the Internal Revenue Service of the United States of America as amended, supplemented or substituted from time to time);
<b>TCA</b>	the Irish Taxes Consolidation Act, 1997, as amended from time to time;
<b>Transferable Securities</b>	shall have the meaning prescribed in the CBI UCITS Regulations;

<b>UCITS</b>	an undertaking for collective investment in transferable securities which is authorised under the Regulations or authorised by a competent authority in another member state of the European Union in accordance with Directive 2009/65/EC of the European Parliament and of the Council, as amended, supplemented, consolidated or otherwise modified from time to time;
<b>UCITS Requirements</b>	the legislative and regulatory framework for the authorization and supervision of UCITS, pursuant to the Regulations, in place in Ireland from time to time, whether under the terms of UCITS Directive or otherwise;
<b>UCITS Directive</b>	Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as amended by Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 as regards depositary functions, remunerations policies and sanctions, including its mandatory implementing regulations on an EU or Home Member State level, as amended, supplemented, consolidated or otherwise modified from time to time;
<b>Unhedged Currency Unit Class</b>	a Class of Units where typically, Units may be applied and paid for, income payments calculated and paid and redemption proceeds paid in a currency other than the Base Currency of the relevant Fund on the basis of a currency conversion at the prevailing spot currency exchange rate of the relevant Base Currency for the currency of the relevant Class of Units;
<b>United Kingdom and UK</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>United States and US</b>	the United States of America, (including each of the states, the District of Columbia and the Commonwealth of Puerto Rico) its territories, possessions and all other areas subject to its jurisdiction;
<b>Units</b>	units in the CCF representing interests in the assets of a Fund and where the context so permits or requires any Class of participating units representing interests in a Fund and Unit means any one of them;
<b>Unitholders</b>	registered holders of Units, and each a Unitholder;
<b>US Dollars, USD, US\$ Dollars and \$</b>	the lawful currency of the United States or any successor currency;

<p><b>US Person</b></p>	<p>unless otherwise determined by the Directors, the following:</p> <ol style="list-style-type: none"> <li>1. An entity that is: <ul style="list-style-type: none"> <li>• a corporation, partnership, limited liability company or other business entity that (a) was created or organized under US federal or state law including any non-US agency or branch of such entity, or (b) regardless of place of creation or organization that was formed and/or owned by one or more US Person , with respect to which, one or more US Persons, directly or indirectly, holds 10% or greater ownership, or where a US Person is the general partner, managing member, managing director or other position with authority for directing the entity's activities, or was formed by or for a US Person principally for the purpose of investing in securities not registered with the SEC, or where more than 50% of its voting ownership interests or non-voting ownership interests are directly or indirectly owned by US Persons, or is any agency or branch of a non-US entity located in the US, or has its principal place of business in the US;</li> <li>• a trust created or organized under US federal or state law or regardless of the place of creation or organization, (a) where one or more US Persons has the authority to control all substantial decisions of the trust, or (b) where the administration of the trust or its formation documents are subject to the supervision of one or more US courts, or (c) where any settlor, founder, trustee, or other person responsible for decisions related to the trust is a US Person; or</li> <li>• an estate of a deceased person regardless of where the person resided while alive where an executor or administrator is a US Person.</li> </ul> </li> <li>2. An employee benefit plan established and administered in accordance with the laws of the US.</li> <li>3. A discretionary or non-discretionary investment account or similar account (other than an estate or trust) held by a non-US or US dealer or other fiduciary for the benefit or account of a US Person (as defined above).</li> <li>4. To the extent not otherwise treated as a US Person under the foregoing, a USP shall also include any entity included in item 2 above (including any integral business operation of such entity carried on outside of the US, i.e., a "foreign branch") that is treated under the US Internal Revenue Code or US Treasury Regulations for any purpose as a "United States person."</li> </ol> <p>For the purpose of this definition, the "United States" and "US" means the United States of America (including the States and the District of Columbia), its territories, possessions and other areas of subject to its jurisdiction."</p> <p>If, subsequent to a Unitholder's investment in the Fund, the Unitholder becomes a US Person, such Unitholder (i) will be restricted from making any additional investments in the Fund and (ii) may have its shares compulsorily redeemed by the Fund (subject to the requirements of applicable law).</p>
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	The Fund may, from time to time, waive or modify the above restrictions;
<b>Valuation Point</b>	the point in time by reference to which the Net Asset Value of a Fund and the Net Asset Value per Unit are calculated as specified in the Supplement in respect of a Fund.

### 3. FUNDS

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The CCF is an open-ended umbrella common contractual fund constituted by a Deed of Constitution entered into by the Manager and the Depositary on 29 October 2015. As such, the CCF, including its Funds, is not an incorporated entity and does not have a separate legal personality. Instead, it is simply a description of a form of undivided co-ownership by contractual arrangement whereby persons who acquire Units and become legal Unitholders in the CCF will have co-ownership rights to the property of the relevant Fund of the CCF and the income that is derived from such property. In this Prospectus, a reference to the CCF shall, unless the context otherwise requires, be read as a reference to the Manager acting on behalf of the Unitholders of the CCF or the Unitholders of a particular Fund of the CCF, as the undivided co-owners of the property of the Funds of the CCF and the income that is derived from such property.

The CCF is authorised in Ireland by the Central Bank pursuant to the Regulations. The general terms of the CCF as set out in the Deed of Constitution are binding on all Unitholders acquiring units in the CCF. The sole object of the CCF is the collective investment in Transferable Securities and/or other liquid financial assets of capital raised from Unitholders and which operates on the principle of risk spreading.

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

Units will be issued in relation to each Fund. Unitholders may not transfer their Units. Different classes of Units may also be issued in relation to any Fund subject to notifying and clearing in advance with the Central Bank the creation of each class of Units and the different classes of Units available for issue in each Fund will be set out in the relevant Supplement. Different classes of Units may be established to reflect different Applicant profiles, including the taxation status of the Applicant. Investors participating in the same Class of Units must all be entitled to the same tax treatment under any relevant taxation treaties in order to allow them to benefit from such treaties. The different classes of Units in a Fund may or may not be a Hedged Currency Unit Class and may, inter alia, have different charging structures and the Minimum Initial Investment Amount therefore may also differ. Details of such structures and amounts shall be set out in the Supplement for the relevant Fund. The different classes of Units within a Fund together represent interests in a single pool of assets.

The liability of each Applicant shall be limited to the amount payable for the Units for which the Applicant has agreed to subscribe. All Unitholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Deed of Constitution, copies of which are available from the Manager or UK Representative. Each Unit represents one undivided co-ownership interest as tenants in common with other holders of Units in the assets of a Fund.

#### 3.1. Investment Objective and Policies

The investment objective and policies of each Fund will be formulated by the Manager (in consultation with the Investment Manager) at the time of the creation of the Fund. Details of the investment objective and policies for each Fund of the CCF appear in the Supplement for the relevant Fund.

Any change to the investment objective or a material change to investment policies of a Fund will be subject to the prior written approval of all Unitholders of the Fund.

The Investment Manager has been given full discretion in the investment and reinvestment of the assets of each Fund, provided that it complies with the Fund's investment objective, policies and restrictions in exercising that discretion. Each Fund's asset allocation shall be determined solely by the Investment Manager. Accordingly, the exposure of each Fund to individual issuers, instruments or markets shall be determined from time to time solely by the Investment Manager in accordance with the requirements of the Central Bank.

The list of Regulated Markets on which a Fund's investments in securities and FDIs, other than permitted investments in unlisted securities and over the counter derivative instruments, will be listed or traded is set out in Appendix I.

### 3.2. Investment Restrictions

The investment restrictions for each Fund will be formulated by the Manager at the time of the creation of the Fund. The Deed of Constitution provides that investments may only be made as permitted by the Deed of Constitution and the Regulations.

The following general investment restrictions apply to each Fund except where restrictions are expressly or implicitly disapplied in accordance with the requirements of the Central Bank. In that case, the Supplement for the relevant Fund will set out the extent to which such investment restrictions do not apply and specify if any additional restrictions apply.

#### 1. Permitted Investments

Investments of a Fund must be confined to:

- 1.1. Transferable Securities and Money Market Instruments which are either admitted to official listing on a stock exchange in a Member State or Non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or Non-Member State and is listed in Appendix 1;
- 1.2. recently issued Transferable Securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year;
- 1.3. Money Market Instruments other than those dealt in on a Regulated Market;
- 1.4. units of UCITS;
- 1.5. units of AIFs;
- 1.6. deposits with credit institutions; and
- 1.7. FDIs

#### 2. Investment Limits

- 2.1. A Fund may invest no more than 10% of its net assets in Transferable Securities and Money Market Instruments other than those referred to in paragraph 1 (**Permitted Investments**) above.
- 2.2. A Fund may invest no more than 10% of its assets in recently issued Transferable Securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by a Fund in certain U.S. securities known as Rule 144A securities provided that the securities are issued with an undertaking to register with the U.S. Securities and Exchange Commission within one year of issue and the securities are not illiquid securities, i.e. they may be realised by the Fund within seven days at the price, or approximately at the price, at which they are valued by the Fund.
- 2.3. A Fund may invest no more than 10% of its net assets in Transferable Securities or Money Market Instruments issued by the same body provided that the total value of Transferable Securities and Money Market Instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
- 2.4. Subject to the prior approval of the Central Bank, the limit of 10% (as described in paragraph 2.3 above) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a Fund invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the Fund.
- 2.5. The limit of 10% (as described in paragraph 2.3 above) 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 paragraphs 2.4 and 2.5 above shall not be taken into account for the purpose of applying the limit of 40% referred to in paragraph 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 10% of the NAV of the UCITS or where the deposit is made with the Depositary 20% of the net assets of the Fund. This limit may be raised to 20% in the case of deposits made with the Depositary.
- 2.8. The risk exposure of a Fund to a counterparty to an OTC derivative may not exceed 5% of its net assets.
- This limit is raised to 10% in the case of credit institutions authorised in the EEA, credit institutions authorised within a signatory state (other than an EEA Member State) to the Basel 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, 2.6 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 a Fund's net assets: investments in Transferable Securities or Money Market Instruments; deposits; and/or risk exposures arising from OTC derivatives transactions.
- 2.10. The limits referred to in paragraphs 2.3, 2.4, 2.5, 2.6, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of a Fund's net assets.
- 2.11. Group companies are regarded as a single issuer for the purposes of paragraphs 2.3, 2.4, 2.5, 2.6, 2.8 and 2.9 above. However, a limit of 20% of a Fund's net assets may be applied to investment in Transferable Securities and Money Market Instruments within the same group.
- 2.12. A Fund may invest up to 100% of its net assets in different Transferable Securities and Money Market Instruments issued or guaranteed by any Member State, its local authorities, Non-Member State or public international body of which one or more Member States are members.

The individual issuers may be drawn from the following list:

OECD governments (provided the relevant issues are investment grade), Government of Brazil (provided the issues are of investment grade), Government of the Peoples Republic of China, Government of India (provided the issues are of investment grade), Government of Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, Straight-A Funding LLC and Export-Import Bank.

The Fund must hold securities from at least six different issuers, with securities from any one issuer not exceeding 30% of net assets.

### **3. Investment in other collective investment schemes**

- 3.1. A Fund may not invest more than 20% of its net assets in any one CIS.
- 3.2. Investment in AIFs may not, in aggregate, exceed 30% of the Fund's net assets.
- 3.3. A Fund is prohibited from investing more than 10 per cent of net assets in other open ended CIS.
- 3.4. When a Fund invests in the shares or units of other CIS that are managed, directly or by delegation, by the Investment Manager or by any other company with which the Investment Manager is linked by common management or control, or by a substantial direct or indirect holding, the Investment

Manager or other company may not charge subscription, switching or redemption fees on account of the investment by the Fund in the shares or units of such other CIS.

- 3.5. Where a commission (including a rebated commission) is received by the Investment Manager by virtue of an investment in the shares or units of another CIS, this commission must be paid into the property of the Fund.

#### **4. Index Tracking UCITS**

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

#### **5. General Provisions**

- 5.1. The Manager acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights that would enable it to exercise significant influence over the management of an issuing body.
- 5.2. A Fund may acquire no more than:
- (i) 10% of the non-voting shares of any single issuing body;
  - (ii) 10% of the debt securities of any single issuing body;
  - (iii) 25% of the shares or units of any single CIS;
  - (iv) 10% of the Money Market Instruments of any single issuing body.

NOTE: The limits laid down in sub-paragraphs (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. Paragraphs 5.1 and 5.2 above shall not be applicable to:
- (i) Transferable Securities and Money Market Instruments issued or guaranteed by a Member State or its local authorities;
  - (ii) Transferable Securities and Money Market Instruments issued or guaranteed by a Non-Member State;
  - (iii) Transferable Securities and Money Market Instruments issued by public international bodies of which one or more Member States are members;
  - (iv) shares held by a Fund in the capital of a company incorporated in a Non-Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that Non-Member State, where under the legislation of that Non-Member State such a holding represents the only way in which the Fund can invest in the securities of issuing bodies of that Non-Member State. This waiver is applicable only if in its investment strategies the company from the Non-Member State complies with the limits laid down in paragraphs 2.3, 2.11, 3.1, 3.2, 5.1, 5.2 above and paragraphs 5.4, 5.5 and 5.6 below, 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 redemption of shares or units at the request of share or unit holders exclusively on their behalf.

- 5.4. A Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to Transferable Securities or Money Market Instruments that form part of their assets.
- 5.5. The Central Bank may allow recently authorised Funds to derogate from the provisions of paragraphs 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 above 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 Fund, or as a result of the exercise of subscription rights, the Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its Unitholders.
- 5.7. The Manager may not carry out uncovered sales of Transferable Securities; Money Market Instruments; shares or units of CIS; or FDIs.
- 5.8. A Fund may hold ancillary liquid assets.

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

- 6.1. A Fund's global exposure relating to FDIs must not exceed its total net asset value.
- 6.2. Position exposure to the underlying assets of FDIs, including embedded FDIs in Transferable Securities or Money Market Instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the CBI UCITS Regulations. (This provision does not apply in the case of index based FDIs provided the underlying index is one which meets with the criteria set out in the CBI UCITS Regulations).
- 6.3. A Fund may invest in FDIs dealt in over-the-counter (OTC) provided that the counterparties to the OTC transactions are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
- 6.4. Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

## 3.3. **Borrowing and Lending Powers and Restrictions**

The Manager, in respect of a Fund, may borrow up to 10% of a Fund's Net Asset Value at any time and the Manager may instruct the Depositary to charge the assets of such Fund as security for any such borrowing, provided that such borrowing is only for temporary purposes. Credit balances (e.g. cash) may not be offset against borrowings when determining the percentage of borrowings outstanding. The Fund may acquire foreign currency by means of a back to back loan agreement(s). Foreign currency obtained in this manner is not classed as borrowings for the purposes of the borrowing restrictions set out above provided that the offsetting deposit equals or exceeds the value of the foreign currency loan outstanding. Where the offsetting deposit is not denominated in the Base Currency of the relevant Fund, changes in the exchange rate between the Base Currency and the currency of the offsetting deposit may lead to a depreciation of the value of the offsetting deposit as expressed in the Base Currency.

Without prejudice to the powers of the Fund to invest in Transferable Securities, Money Market Instruments and other financial instruments referred to in paragraph 1 of the Investment Restrictions under the heading Permitted Investments above, the Fund may not lend to, or act as guarantor on behalf of, third parties.

A Fund may acquire Transferable Securities, Money Market Instruments and other financial instruments referred to in paragraph 1 of the Investment Restrictions above which are not fully paid. The Fund may not carry out uncovered sales of Transferable Securities, Money Market Instruments and other financial instruments.

A Fund may engage in leverage through the use of FDIs to the extent permitted by the CBI UCITS Regulations. The extent to which a Fund may be leveraged, if any, will be set out in the relevant Supplement.

Any particular borrowing restrictions for a Fund will appear in the Supplement for the relevant Fund.

### 3.4. **Changes to Investment and Borrowing Restrictions**

It is intended that the Manager 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 CCF 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.

### 3.5. **Utilisation of FDIs and Efficient Portfolio Management**

The Investment Manager on behalf of a Fund may employ investment techniques and instruments for efficient portfolio management of the assets of the Fund, including hedging against market movements, currency exchange or interest rate risks in accordance with the conditions and within the limits stipulated by the Central Bank under the Regulations and as described below. In this context, efficient portfolio management refers to techniques and instruments which relate to Transferable Securities which fulfil the following criteria:

They are economically appropriate in that they are realised in a cost-effective way and investment decisions involving transactions that are entered into for one or more of the following specific aims:

- the reduction of risk (e.g. to perform an investment hedge on a portion of a portfolio);
- the reduction of cost (e.g. short term cash flow management or tactical asset allocation);
- the generation of additional capital or income for the Fund with an appropriate level of risk, taking into account the risk profile of the Fund as described in the Supplement for the Fund and the risk diversification rules in Regulation 70(1)(c) of the CBI UCITS Regulations.

#### **Use of FDIs**

Where disclosed in the Supplement for a Fund, a Fund may utilise FDIs for investment purposes and/or for efficient portfolio management purposes, including for hedging against market movements, currency exchange or interest rate risks, subject to the general restrictions outlined in the **Investment Restrictions** section above. Where a Fund utilises such FDIs, a Risk Management Process (**RMP**) shall be submitted to, and cleared by, the Central Bank. If additional types of FDIs are to be used by any Fund, a revised RMP must be submitted to and cleared by the Central Bank in advance of the Fund utilising such instruments. The use of FDIs introduces an additional exposure of counterparty risk to the relevant Fund, although this is controlled and monitored according to the diversification and concentration requirements of the Regulations. The use of instruments/techniques for efficient portfolio management purposes will not change the objective of the relevant Fund or add supplementary risks in comparison to the original risk policy of the relevant Fund.

When using FDIs as part of efficient portfolio management techniques and instruments, a Fund may incur operational costs and such costs will be paid by the relevant Fund to the counterparty with which the Investment Manager has entered into a relevant agreement. Such counterparties will be disclosed in the annual report of the CCF which will also contain details of (i) the counterparty exposure obtained through efficient portfolio management techniques, (ii) the type and amount of collateral received by the relevant Fund to reduce counterparty exposure and (iii) revenues arising from efficient portfolio management techniques for the reporting period, together with direct and indirect costs and fees incurred (which will not include any hidden revenue.). Where relevant, any relationship between the counterparty and Investment Manager or Depositary will be disclosed.

FDIs used for efficient portfolio management may be used by a Fund for hedging purposes. Hedging is a technique used for minimising an exposure created from an underlying position by counteracting such exposure by means of acquiring an offsetting position. The positions taken for hedging purposes will not be allowed to exceed materially the value of the assets that they seek to offset. Where a Fund enters into OTC FDIs transactions, they will only be executed with approved counterparties and will at all times be governed by a legally enforceable bilateral ISDA and an accompanying Credit Support Annex. The CCF does not currently intend to accept any non-cash collateral from a counterparty to a OTC FDIs transaction and this Prospectus will be updated to

disclose the relevant collateral policy with respect to OTC FDIs transactions should the CCF decide to accept collateral in the future.

To the extent that a Fund uses FDIs, there may be a risk that the volatility of the Fund's Net Asset Value may increase. However, a Fund is not expected to have an above average risk profile as a result of use of FDIs. Although a Fund will be leveraged as a result of its use of FDIs, the Fund's global exposure (as prescribed in the CBI UCITS Regulations) relating to the use of FDIs will not exceed its total net assets, i.e. the Fund may not be leveraged in excess of 100% of its Net Asset Value. The global exposure and leverage of each Fund which uses FDIs will be calculated using the commitment approach. The commitment approach converts a Fund's FDIs positions into the equivalent positions in the underlying assets and seeks to ensure that the FDIs risk is monitored in terms of any future "commitments" to which it is (or may be) obligated. Investors should refer to the section entitled "Risk Factors" for information in relation to the risks associated with the use of FDIs.

The Investment Manager shall employ a RMP in respect of each Fund which utilises FDIs and which enables it to accurately measure, monitor and manage the various risks associated with FDIs. On request, supplementary information will be provided to Unitholders relating to the risk management methods employed including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investment. To the extent that a Fund uses additional FDIs, the relevant Supplement will be updated accordingly.

All the revenues arising from any efficient portfolio management techniques shall be returned to the relevant Fund following the deduction of any direct and indirect operational costs and fees arising. Such direct and indirect operational costs and fees (which are all fully transparent), which shall not include hidden revenue, shall include fees and expenses payable to counterparties which will be at normal commercial rates together with VAT, if any, thereon. Details of revenues arising and attendant direct and indirect operational costs and fees as well as the identity of any specific counterparties shall be included in the CCF's semi-annual and annual reports.

### 3.6. Collateral Policy

In order to reduce its exposure to any counterparty through the use of OTC derivatives or efficient portfolio management techniques or instruments the Funds may adopt collateral arrangements, as described below.

#### Permitted Types of Collateral

##### 3.6.1. Non-Cash Collateral

Non-cash collateral (such as investment grade government bonds) must at all times meet with the following requirements:

- (i) Liquidity: Non-cash collateral 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 must be capable of being valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place;
- (iii) Issuer credit quality: Collateral received should be of high quality;
- (iv) Correlation: Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty;
- (v) Diversification (asset concentration): Collateral 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 Funds are exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer;

- (vi) Immediately available: Collateral received should be capable of being fully enforced by the Manager on behalf of a Fund at any time without reference to or approval from the relevant counterparty; and
- (vii) Non-cash collateral received cannot be sold, pledged or reinvested by the Fund.

### 3.6.2. Cash Collateral

Reinvestment of cash collateral must at all times, meet with the following requirements:

- (i) Cash received as collateral may only be invested in the following:
  - (a) deposits with an EU credit institution, a bank authorised in the remaining Member States of the European Economic Area (EEA) (Norway, Iceland, Liechtenstein), a bank authorised by a signatory state, other than an EU Member State or a Member State of EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States) or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand (the **Relevant Institutions**);
  - (b) high quality government bonds;
  - (c) reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the Manager on behalf of a Fund 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 (ref CESR/10-049);
- (ii) meet the requirements in section 3.6.1 (v) above, where applicable;
- (iii) Invested cash collateral may not be placed on deposit with the counterparty or a related entity.

### 3.6.3. Level of Collateral Required

The levels of collateral required are as follows:

Lending of portfolio securities	at least 100% of the exposure to the counterparty.
OTC derivatives	Such collateral to ensure, in any event, that counterparty exposure is managed within the limits set out in section entitled <b>UCITS Investment Restrictions</b> of the Prospectus.

### 3.6.4. Haircut Policy

The CCF will require that the market value of non-cash collateral received is between 100% - 120% of the relevant counterparty exposure. The percentage applied will depend on factors such as liquidity, price volatility, issuer credit quality and remaining maturity and will take into account the results of stress tests. The CCF may be over collateralised from time to time.

## 3.7. Unit Class Hedging

A Currency Unit Class may be hedged against exchange rate fluctuation risks between the denominated currency of the Currency Unit Class and the Base Currency of the Fund in which that Class of Units is issued. Any financial instruments used to implement such strategies with respect to one or more Hedged Currency Unit Classes shall be assets/liabilities of a Fund as a whole but will be attributable to the relevant Hedged Currency Unit Class(es) and the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Hedged Currency Unit Class(es).

Where a Currency Unit Class is to be hedged, this will be disclosed in the Supplement for the Fund in which such Class is issued. Hedged Currency Unit Classes may be hedged irrespective of whether the target currency is declining or increasing in value. No assurance can be given that the hedging objective will be achieved. Where the Investment Manager seeks to hedge against currency exchange rate fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the Investment Manager. Where utilised, the over-hedged positions will not exceed 105% of the Net Asset Value of the relevant Class and hedged positions will be kept under review to ensure that positions materially in excess of 100% of the Net Asset Value will not be carried forward from month to month. Any such hedging will ensure that under-hedged positions do not fall short of 95% of the portion of the net asset value of the Class which is to be hedged and any under-hedged positions will be kept under review to ensure it is not carried forward from month to month. To the extent that hedging is successful for a particular Hedged Currency Unit Class the performance of the Hedged Currency Unit Class is likely to move in line with the performance of the underlying assets with the result that Unitholders in that Hedged Currency Unit Class will not gain if the Hedged Currency Unit Class currency falls against the Base Currency and/or the currency in which the assets of the particular Fund are denominated.

In the case of an Unhedged Currency Unit Class, a currency conversion will take place on subscriptions, redemptions, and exchanges at prevailing exchange rates. The value of the Unit expressed in the Class currency will be subject to exchange rate risk in relation to the Base Currency of the relevant Fund.

### 3.8. **Gross Income Payment Policy**

Subject as provided herein, the Manager will, if it thinks fit, pay the Gross Income of a Fund to Unitholders of that Fund who are registered in the register of Unitholders as of the Gross Income Date on a *pro rata* basis, although no payment can be declared or paid within the first four months following the Accounting Date. A single income distribution rate per Unit will be calculated for distributions of Gross Income for each class of Units and shall be paid by electronic transfer on at least a yearly basis. The amount of Gross Income payable in respect of any Gross Income Period shall be a sum equal to the Gross Income (if any) received by the Fund which may be adjusted by the Manager as it deems appropriate as follows:

- (a) addition or deduction of a sum by way of adjustments to allow for the effect of sales or purchases cum or ex-dividend
- (b) addition of a sum representing any interest or dividends or other income accrued but not received by the Manager at the end of the Gross Income Period and deduction of a sum representing (to the extent that an adjustment by way of addition has been made in respect of any previous Gross Income Period) interest or dividends or other income accrued at the end of the previous Gross Income Period;
- (c) addition of the amount (if any) available for payment in respect of the last preceding Gross Income Period but not paid in respect thereof;
- (d) addition of a sum representing the estimated or actual repayment of tax resulting from any claims in respect of income tax relief or double taxation relief or otherwise applicable to the Unitholders participating in the relevant class of Units;
- (e) deduction of the amount of any tax or other estimated or actual liability properly payable out of the Gross Income of the Fund;
- (f) deduction of an amount representing participation in income paid upon the cancellation of Units during the Gross Income Period; and

- (g) deduction of such amount as the Manager or its delegate may certify necessary in respect of any expenses, remuneration or other payments (including without limitation, administration expenses and disbursements) accrued during the Gross Income Period and properly payable out of the income or capital of the Fund.

In the absence of negligence, fraud, bad faith, wilful default or recklessness, the Manager shall not be responsible for any error in any estimates of tax repayments or double taxation relief expected to be obtained or of any sums payable by way of taxation or receivable as income. However if the same shall not prove in all respects correct the Manager shall ensure that the relevant amounts shall be adjusted in the Gross Income Period in which a further or final settlement or determination is made of such tax repayment or relief or amount payable or receivable. No adjustment shall be made to any payment previously made.

The Manager shall ensure that there are sufficient funds upon completion of the sale of the investments agreed to be sold to include cash sufficient to pay any Gross Income.

Any Gross Income Payment not claimed within six years from their due date will lapse and revert to the relevant Fund or the remaining Funds should the relevant Fund no longer exist. No Gross Income Payment or other amount payable to any Unitholder shall bear interest against the Fund and the Manager.

Investors should note that any dividend income being paid out by a Fund and held in the Subscriptions/Redemptions Account shall remain an asset of the relevant Fund until such time as the income is released to the investor and that during this time the investor will rank as a general unsecured creditor of the CCF. See "Use of a Subscriptions/Redemptions Account" below for further information.

### **3.9. Use of a Subscriptions/Redemptions Account**

The CCF operates a single, omnibus Subscriptions/Redemptions Account for all of the Funds, in accordance with the Central Bank's requirements. Accordingly, monies in the Subscriptions/Redemptions Account are deemed assets of the respective Funds and shall not have the protection of the Investor Money Regulations. It should be noted however that the Manager will monitor the Subscriptions/Redemptions Account in performing its cash monitoring obligations and ensuring effective and proper monitoring of the CCF's cash flows in accordance with its obligations as prescribed under the UCITS Directive. There nonetheless remains a risk for investors to the extent that monies are held by the CCF in the Subscriptions/Redemptions Account for the account of a Fund at a point where such Fund (or another Fund of the CCF) becomes insolvent. In respect of any claim by an investor in relation to monies held in the Subscriptions/Redemptions Account, the investor shall rank as an unsecured creditor of the CCF.

The Manager in conjunction with Depositary shall establish a policy to govern the operation of the Subscriptions/Redemptions Account, in accordance with the Central Bank's guidance in this area. This policy shall be reviewed by the Manager and the Depositary at least annually.

### **3.10. Benchmark Regulation**

The Benchmark Regulation entered into force in June 2016 (save that certain provisions, including those related to 'critical benchmarks', took effect on 30 June 2016), subject to certain transitional provisions. The Benchmark Regulation applies to 'contributors' to, 'administrators' of, and 'users' of benchmarks in the EU. When fully applicable, it will, among other things, (a) require EU benchmark administrators to be authorised or registered and to comply with requirements relating to the administration of benchmarks, (b) prohibit the use in the EU of benchmarks provided by EU administrators which are not authorised or registered in accordance with the Benchmark Regulation, and (c) prohibit the use in the EU of benchmarks provided by non-EU administrators which are not (i) authorised or registered and subject to supervision in a jurisdiction in respect of which an 'equivalence' decision has been adopted in accordance with the Benchmark Regulation, or (ii) where such equivalence decision is pending, 'recognised' by the competent authorities of the applicable EU Member State(s). An exception to this is that a benchmark provided by a non-EU administrator can itself be endorsed for use in the EU by an EU authorised or registered administrator or an EU-based supervised entity, following authorisation of the endorsement by the relevant competent authority.

The Benchmark Regulation requires the Manager on behalf of the CCF to produce and maintain a robust contingency plan setting out the actions that it would take in the event that a benchmark (as defined by the Benchmark Regulation) materially changes or ceases to be provided. The Manager on behalf of the CCF is required under the Benchmark Regulation to use only benchmarks which are provided by authorised benchmark administrators that are present in the register of administrators maintained by the European Securities and Markets Authority, pursuant to Article 36 of the Benchmark Regulation.

## 4. RISK FACTORS

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### 4.1. General

The risks described below should not be considered to be an exhaustive list of the risks. Potential Unitholders should consider all of the information in this Prospectus and the relevant Supplement before investing in a Fund. Different risks may apply to different Funds and/or Classes. Details of risks specific to any Fund or Class in addition to those set out below will be disclosed in the relevant Supplement. Potential Unitholders should be aware that an investment in a Fund will be exposed to normal market fluctuations and other risks from time to time. Although care is taken to understand and manage the risks described below and in the relevant Supplement, the Funds and accordingly the Unitholders in the Funds will ultimately bear the risks associated with the investments of the Funds. Potential Unitholders should consult their professional financial and tax advisers before making an investment. The attention of Unitholders and potential Unitholders is also drawn to the taxation risks associated with investing in the CCF, an overview of which are set out in the Section of the Prospectus entitled **Taxation**.

Among the principal risks of investing in the Funds which could adversely affect their Net Asset Value, yield and total return, are:

### 4.2. General Risks

An investment in a Fund is neither insured nor guaranteed by any government, government agencies or instrumentalities or any bank guarantee fund. Units of a Fund are not deposits or obligations of, or guaranteed or endorsed by, any bank and the amount invested in Units may fluctuate up and/or down. An investment in a Fund involves certain investment risks, including the possible loss of principal and there is no assurance that any appreciation in the value of investments will occur or that the investment objective of a Fund will actually be achieved and results may vary substantially over time. A Fund's investment policy may carry considerable risks.

The Funds will be investing in assets selected by the Investment Manager in accordance with the respective investment objectives and policies of the Fund. The value of investments and the income from them, and therefore the value of and income from Units relating to each Fund, will be closely linked to the performance of such investments.

Past performance of the CCF or any Fund should not be relied upon as an indicator of future performance. The value of Units 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 Unitholders who can sustain a loss on their investment.

### 4.3. Common Contractual Funds

The CCF is an unincorporated entity which does not have a legal personality. The CCF has certain features which differentiate it from other types of collective investment schemes and rights which normally flow from ownership of Units. For example, unless the Manager otherwise determines at its sole discretion, the CCF will not hold Unitholder meetings, neither the Unitholders nor their successors shall have rights with respect to the representation and management of the CCF or any Fund and their failure or insolvency shall have no effect on the existence of the CCF or any Fund.

### 4.4. Reliance on the Manager, Investment Manager, Administrator and Depositary

The Unitholders will have no right to participate in the management of a Fund or in the control of its business. Accordingly no investor should purchase any Units unless willing to entrust all aspects of management of the Fund to the Manager and all aspects of selection and management of the Fund's investments to the Investment Manager. The Fund's success will depend principally on the efforts of the Manager, the Investment Manager, the Administrator and the Depositary.

#### 4.5. **Market Risk**

The value of securities may be affected by a decline in the entire market of an asset class in which investments are made thus affecting the prices and values of the assets in the Fund. Securities may decline in value due to factors affecting securities markets generally or particular industries represented in the securities markets. The value of a security 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. During a general downturn in the securities markets, multiple asset classes may decline in value simultaneously. Equity securities generally have greater price volatility than fixed-income securities. In addition, some of the Regulated Markets on which a Fund may invest may be less well-regulated than those in developed markets and may prove to be illiquid, insufficiently liquid or highly volatile from time to time. This may affect the price at which a Fund may liquidate positions to meet redemption requests or other funding requirements. The higher the volatility of the market in which a Fund invests, the greater the market risk. Such markets are subject to greater fluctuations in return.

#### 4.6. **Liquidity Risk**

Liquidity risk is the risk of a Fund having insufficient realisable cash, investments and borrowing capacity to fund redemption requests net of subscriptions. A Fund's assets primarily comprise realisable securities which can be readily sold in normal market conditions. However not all securities or instruments invested in by a Fund may be listed or rated and consequently liquidity of such securities or instruments may be low. A Fund may also encounter difficulties in disposing of assets at their fair market price due to adverse market conditions. The Investment Manager endeavours to manage the Funds' investments, including cash, to meet its liabilities. However, investments may need to be sold if insufficient cash is available to finance such redemptions. If the size of disposals is sufficiently large, or the market is illiquid, then there is a risk that either the investments might not be sold or the price at which they are sold may adversely affect the Net Asset Value of a Fund. The Manager may, in its discretion, elect to restrict the total number of Units redeemed in a Fund on any Dealing Day to a maximum percentage of the outstanding Units in the Fund, in which case all requests will be scaled down *pro rata* to the number of Units requested to be redeemed. The remaining balance of Units may be redeemed on the next Dealing Day provided no such restriction is applicable. The Manager may also, at its discretion and as outlined in section 6.13 below, determine to satisfy a redemption request by a distribution of investments of the relevant Fund in specie. Unitholders should refer to sections 6.12 and 6.13 below for further details.

#### 4.7. **Credit Risk**

A Fund, which invests in bonds and other fixed income securities, is subject to the risk that issuers may not make payments on such securities. An issuer suffering an adverse change in its financial condition could lower the credit quality of a security, leading to greater price volatility of the security. A lowering of the credit rating of a security may also offset the security's liquidity, making it more difficult to sell. Funds investing in lower quality debt securities are more susceptible to these problems and their value may be more volatile.

#### 4.8. **Portfolio Currency Risk**

Because a Fund's assets and liabilities may be denominated in currencies different to the Base Currency, the Fund may be affected favourably or unfavourably by exchange control regulations or changes in the exchange rates between the Base Currency and other currencies. Changes in currency exchange rates may influence the value of a Fund's Units, the dividends or interest earned and the gains and losses realised. Exchange rates between currencies are determined by supply and demand in the currency exchange markets, the international balance of payments, governmental intervention, speculation and other economic and political conditions.

Assuming no change in the local price of a security, if the currency in which that given security is

denominated appreciates against the Base Currency, the value of the security in Base Currency terms will increase. Conversely, a decline in the exchange rate of the currency would decrease the value of the security in Base Currency terms.

A Fund may engage in foreign currency transactions in order to hedge against currency exchange risk; however there is no guarantee that hedging or protection will be achieved. Where the Investment Manager seeks to hedge the non-Base Currency assets held within the Fund back into the Base Currency, this strategy may result in a higher /lower return than would have potentially been achieved had those assets not been hedged.

#### 4.9. **Unit Class Currency Risk**

A Currency Unit Class will be denominated in a currency other than the Base Currency of the Fund. Changes in the exchange rate between the Base Currency and such denominated currency of a Currency Unit Class may lead to a depreciation of the value of such Units as expressed in the denominated currency. The Investment Manager may try but is not obliged to mitigate this risk by using financial instruments for Hedged Currency Unit Classes. Investors should be aware that this strategy may substantially limit Unitholders of the relevant Hedged Currency Unit Class from benefiting if the denominated currency of the Hedged Currency Unit Class falls against the Base Currency and/or the currency/currencies in which the assets of the Fund are denominated. In such circumstances Unitholders of the relevant Hedged Currency Unit Class of the Fund may be exposed to fluctuations in the Net Asset Value per Unit 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 Hedged Currency Unit Class of the Fund.

#### 4.10. **Euro Currency Risk**

Member States and European businesses and financial institutions and counterparties are currently being affected, some adversely, by severe political and economic difficulties and concerns, including in relation to sovereign and non-sovereign funding and debt. European, the International Monetary Fund and bilateral emergency funding arrangements have already been extended and/or are contemplated in respect of certain Member States and European based financial institutions.

These developments have had a negative effect in political terms and also in economic terms. Financial markets, investor sentiment and credit ratings of institutions and Member States have already been adversely affected and may continue to be so. In addition, investment activity has been affected, as has the willingness of financial institutions to extend credit.

Member States within the Euro area, and certain other Member States, are in ongoing discussions with a view to agreeing stricter financial disciplines. However, it remains unclear whether agreement on these matters will be reached, and even if reached, whether adequate measures will be adopted.

There are concerns that one or more Member States within the Euro area may not be able to meet their debt obligations or funding requirements. The depressed economic environment and cost of funding may cause short and medium term budget deficits to expand in these economies, further increasing the risk of default. A sovereign default is likely to have adverse consequences for the economy of the relevant Member State and that of Europe and the wider world economy. The effect on creditors of a sovereign default is likely to be adverse.

The possibility of Member States that have adopted the Euro abandoning or being forced to withdraw from the Euro remains. It is not possible to predict accurately the precise nature of the consequences of a Member State leaving the Euro as there has been no legal framework put in place in preparation for such an event. However, it is likely that any Euro-denominated assets or obligations that the CCF or the relevant Fund acquired that are converted into a new national currency would suffer a significant reduction in value if the new national currency falls in value against the Euro or other currencies. In the event of the collapse of the Euro as a currency, any Fund whose Base Currency is Euro and any Class designated in Euro would need to be re-designated into an alternative currency, as determined by the Directors, which could result in significant losses to Unitholders in the relevant Fund and/or Class.

These economic developments and their consequences both in Europe and the wider world economy, have significantly increased the risk of market disruption and governmental intervention in markets. Such disruption and intervention may result in unfavourable currency exchange rate fluctuations, restrictions on foreign investment, imposition of exchange control regulation by governments, trade balances and imbalances and social, economic or political instability.

Predicting accurately the consequences of developments of this kind is difficult. Events affecting the Euro could result in either separate new national currencies, or a new single European currency, and consequently the redenomination of assets and liabilities currently denominated in Euro. In such circumstances, there would be a definite risk of the CCF or the relevant Fund's Euro-denominated investments becoming difficult to value. This could result in negative consequences for the CCF or the relevant Fund including suspension of Net Asset Value valuations and, consequently, redemptions. If the redenomination of accounts, contracts and obligations becomes litigious, difficult conflict of laws questions are likely to arise.

Adverse developments of this nature may significantly affect the value of the CCF or the relevant Fund's investments. They may also affect the ability of the CCF or the relevant Fund to transact business including with financial counterparties, to manage investment risk and to hedge currency and other risks affecting the portfolio and individual Classes of any Fund. Fluctuations in the exchange rate between the Euro and the U.S. dollar or other currencies could have a negative effect upon the performance of investments.

#### **4.11. Custody, Sub-Custodial and Settlement Risk**

As a Fund may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the Funds which are traded in such markets and which have been entrusted to sub-custodian's, may be exposed to risks in circumstances where by the Depository will have no liability. Such risks include but are not limited to (i) a non-true delivery versus payment settlement, (ii) a physical market, and as a consequence the circulation of forged securities, (iii) poor information in relation to corporate actions, (iv) registration process that impacts the availability of the securities, (v) lack of appropriate legal/fiscal infrastructure advices, and (vi) lack of compensation/risk fund with the relevant central depository. Furthermore, even when a Fund settles trades with counterparties on a delivery-versus-payment basis; it may still be exposed to credit risk to parties with whom it trades. The insolvency of the Depository, or of any local broker, sub- custodian bank or clearing corporation used by the Depository, may result in the loss of all or a substantial portion of the Fund's assets or in a significant delay in the Fund having access to those assets. Markets in different countries may be subject to different clearance and settlement procedures and in certain markets there have been occasions when dividend payments and other settlements have been unable to keep pace with the volume of transactions.

#### **4.12. Depository Risks**

If a Fund invests in assets that are financial instruments that can be held in custody ("Custody Assets"), the Depository is required to perform full safekeeping functions and will be liable for any loss of such assets held in custody unless it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. In the event of such a loss (and the absence of proof of the loss being caused by such an external event), the Depository is required to return identical assets to those lost or a corresponding amount to the Fund without undue delay.

If a Fund invests in assets that are not financial instruments that can be held in custody ("Non-Custody Assets"), the Depository is only required to verify the Fund's ownership of such assets and to maintain a record of those assets which the Depository is satisfied that the Fund holds ownership of. In the event of any loss of such assets, the Depository will only be liable to the extent the loss has occurred due to its negligent or intentional failure to properly fulfil its obligations pursuant to the Depository Agreement.

The Funds enjoy a strong level of protection in terms of Depository liability for the safekeeping of Custody Assets. However, the level of protection for Non-Custody Assets is significantly lower.

Accordingly, the greater the proportion of a Fund invested in categories of Non-Custody Assets, the greater the risk that any loss of such assets that may occur may not be recoverable. While it will be determined on a case-by-case whether a specific investment by the Fund is a Custody Asset or a Non-Custody Asset, generally it should be noted that derivatives traded by a Fund over-the-counter will be Non-Custody Assets. There may also be other asset types (such as units in collective investment schemes that in accordance with national law are registered in the name of the Fund) that a Fund invests in from time to time that would be treated similarly. Given the framework of Depository liability under UCITS Directive, these Non-Custody Assets, from a safekeeping perspective, expose the Fund to a greater degree of risk than Custody Assets, such as publicly traded equities and bonds.

As it is likely that the Funds may each invest in both Custody Assets and Non-Custody Assets, it should be noted that the safekeeping functions of the Depository in relation to the respective categories of assets and the corresponding standard of liability of the Depository applicable to such functions differs significantly.

#### **4.13. Political and Regulatory 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 Unitholders as would generally apply in major securities markets.

#### **4.14. Subscriptions/Redemptions Account Risk**

A Subscriptions/Redemptions Account is operated for all of the Funds. Monies in the Subscriptions/Redemptions Account are deemed assets of the respective Funds and shall not have the protection of the Investor Money Regulations. There is a risk for investors to the extent that monies are held by the CCF in the Subscriptions/Redemptions Account for the account of a Fund at a point where such Fund (or another Fund of the CCF) becomes insolvent. In respect of any claim by an investor in relation to monies held in the Subscriptions/Redemptions Account, the investor shall rank as an unsecured creditor of the CCF.

Subscriptions monies received by a Fund in advance of the issue of Units will be held in a Subscriptions/Redemptions Account in the name of the CCF and will be treated as an asset of the Fund. Investors will be unsecured creditors of the Fund with respect to the amount subscribed and held by the Fund until such Units are issued, and will not benefit from any appreciation in the NAV of the Fund or any other Unitholders right (including dividend entitlement) until such time as Units are issued. In the event of an insolvency of the Fund or the CCF, there is no guarantee that the Fund or CCF will have sufficient funds to pay unsecured creditors in full.

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

In the event of the insolvency of another sub-fund of the CCF, recovery of any amounts to which the Sub-Fund is entitled, but which may have transferred to such sub-fund as a result of the operation of the Subscriptions/Redemptions Account, will be subject to the principles of Irish trust law and the terms of the operational procedures for the Subscriptions/Redemptions Account. There may be delays in effecting and / or disputes as to the recovery of such amounts, and the insolvent sub-fund may have insufficient funds to repay amounts due to the Sub-Fund.

#### 4.15. **Taxation Risk**

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

Any change in the taxation legislation in Ireland or in any jurisdiction where a Fund is registered, listed, marketed, or invested could affect the tax status of the Fund, the value of the Fund's investments in the affected jurisdiction, the Fund's ability to achieve its investment objective, and/or alter the post tax returns to Unitholders. The effect of any future legal or regulatory (including taxation) change on the CCF is impossible to predict, but could be substantial and have adverse consequences on the rights and returns of Unitholders.

Where a non-U.S. Unitholder fails to provide valid U.S. tax documentation in a timely fashion, that Unitholder generally will be subject to U.S. withholding tax on its share of any U.S. source income (including gross proceeds from the sale of property which can produce U.S. source dividends or interest). The Depositary will not assist investors with seeking any refunds of such U.S. withholding taxes. In addition, that Unitholder will be transferred to a non-treaty Class with immediate effect until such time as valid U.S. tax documentation or valid non-US tax documentation is provided. Potential investors should also see the section 10.5 headed "Compliance with U.S. Withholding Requirements". With respect to non-U.S. investments, where a Unitholder in a Class fails to provide valid tax documentation in a timely fashion, the full statutory rate of withholding tax for the relevant market will be applied to income arising from such markets which is payable to all Unitholders in such Class pro rata and the Depositary will not provide a retroactive tax reclaim service with respect to such withheld taxes. If an investor's withholding rate or tax reclaim rate diverges from the other investors in a Class of Units due to changes in taxation treaties or domestic exemptions affecting the Unitholder, the Manager may at its discretion exchange that Unitholder's Units for Units in a separate Class.

Any tax reclaims which may be made by the Manager on behalf of Unitholders shall accrue at Class level and tax reclaims will be filed in the name of each Unitholder. Unitholders should note that certain tax reclaim applications may be rejected or fall below a minimum filing threshold and would therefore not be receivable by the relevant Fund. In such cases, the tax reclaim receivable will be reduced accordingly for the entire Class and not for any specific Unitholder.

Finance Bill 2021 introduced a new anti-reverse-hybrid rule into Irish tax law with effect from 1 January 2022, in line with Article 9(a) of the EU Anti-Tax Avoidance Directive II ("ATAD II"). The Anti-Reverse Hybrid rule has the potential to bring certain tax transparent entities, including Common Contractual Funds ("CCFs") within scope of Irish tax where the entity (or sub-fund in the case of umbrella schemes) is 50% or more owned/controlled by entities resident in a jurisdiction that regard the CCF as tax opaque and, as a result of this hybridity, double non-taxation occurs. In such cases, the profits of the Irish entity which would otherwise have gone untaxed due to hybridity will be brought into the charge to corporation tax in Ireland. Collective Investment Vehicles that are widely held, hold a diversified portfolio of securities and are subject to investor-protection regulation in the country of establishment are not within scope of the measure. In addition to the carve out for Collective Investment Vehicles (as defined), in line with the Finance Bill 2021, a reverse hybrid mismatch outcome shall not arise in respect of the profits or gains of a reverse hybrid entity where the profits or gains are attributable to investors which (i) are exempt from tax in their territory of establishment, (ii) are established in a territory that does not impose a foreign tax, or (iii) are established in a territory

that does not impose a tax that generally applies to profits or gains derived from payments receivable in that territory by enterprises from sources outside that territory. It is the intention of the Manager to manage the affairs of the CCF such that it will not fall within the scope of the Anti-Reverse Hybrid rule, however, it cannot be guaranteed that the necessary conditions to prevent this will be satisfied.

In addition, potential Applicants' attention is drawn to the taxation risks associated with investing in the CCF and in the Funds. See section headed **Taxation**. The information provided in this Prospectus is based upon the laws and regulations as at the date of the Prospectus but it is not exhaustive and does not constitute legal or tax advice.

#### 4.16. **Legal and Regulatory Risks**

Legal and regulatory changes could adversely affect the CCF. Regulation of investment vehicles such as the CCF is still evolving and therefore subject to change. In addition, many governmental agencies, self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. In some jurisdictions the interpretation and implementation of laws and regulations and the enforcement of Unitholder's rights under such laws and regulations may involve significant uncertainties, may not be consistent with those of other nations and may vary from region to region. Furthermore, there may be differences in accounting and auditing standards, reporting practices and disclosure requirements to those generally accepted internationally. The information provided in this Prospectus is based upon the laws and regulations as at the date of the Prospectus but it is not exhaustive and does not constitute legal or tax advice. Laws and regulations of any country may change from time to time.

#### 4.17. **Valuation Risk**

A Fund may invest some of its assets in unquoted securities or instruments and/or securities which may become illiquid due to market conditions. Such investments or instruments will be valued by the Manager or its delegate in good faith as to their probable realisation value as set out in this Prospectus (**Calculation of Net Asset Value/Valuation of 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 addition, assets in which a Fund invests may be valued on a less frequent basis than the Fund. Accordingly there is a risk that (i) the valuations of a Fund may not reflect the true value of assets held by a Fund at a specific time which could result in losses or inaccurate pricing for a Fund and/or (ii) the valuations may not be available at the relevant Valuation Point so that some of the assets of the Fund may be valued at their probable realisation value.

The Manager and/or its delegate, the Administrator, may consult the Investment Manager with respect to the valuation of certain investments and Unitholders should be aware of an inherent conflict of interest between the involvement of the Investment Manager in recommending the valuation price of a Fund's investment and the Investment Manager's other duties and responsibilities in relation to the Funds.

Derivative instruments and forward exchange contracts which are not dealt on a Regulated Market shall be valued by the counterparty at least daily, provided that the valuation is verified at least weekly either by the Investment Manager or other independent party, such person to be independent of the counterparty and approved for that purpose by the Depositary.

Unitholders should note that there is often no single market value for instruments such as OTC FDIs. The discrepancies between bid offer spread on OTC FDIs may be partly explained by various estimates on their pricing parameters. The Manager has put procedures in place to reconcile any differences in valuation between the counterparties as well as pricing anomalies.

#### 4.18. **Investment Manager Risk**

The Manager will rely on the Investment Manager to implement the investment strategies of the Funds. The bankruptcy of the Investment Manager may have an adverse impact on the Net Asset

Value of the Funds. Unitholders must rely on the judgement of the Investment Manager in undertaking investment decisions. The Investment Manager and its principals and affiliates will devote a substantial degree of their business time to the investment management of the Funds.

#### **4.19. Securities of Other Investment Companies**

Investing in other investment companies involves substantially the same risks as investing directly in the underlying instruments, but may involve additional expenses at the investment company-level, such as portfolio management fees and operating expenses. The Manager and/or the Investment Manager will not have control over the activities of any investment company or collective investment scheme invested in by a Fund.

#### **4.20. Equity Markets Risk**

Equity securities represent ownership interests in a company or corporation, and include common stock, preferred stock and warrants and other rights to acquire such instruments. Investments in equity securities in general are subject to a number of factors which may include political, geographic or economic events that may cause their prices to fluctuate over time. The value of convertible equity securities is also affected by prevailing interest rates, the credit quality of the issuer and any call provisions. Fluctuations in the value of equity securities comprised in any Index, the performance of which is replicated by a Fund, would cause the Net Asset Value of the relevant Fund to fluctuate.

#### **4.21. Market Capitalisation Risk - Micro, Small and Mid-Sized Company Shares**

A Fund may invest in equity securities of micro, small and mid-sized (by market capitalisation) companies. Investment in such securities involves special risks. Among other things, the prices of securities of micro, small and mid-sized companies generally are more volatile than those of larger companies; the securities of smaller companies generally are less liquid; and smaller companies generally are more likely to be adversely affected by poor economic or market conditions. The prices of micro-sized companies generally are even more volatile and their markets are even less liquid relative to both small and larger companies. Investments in securities of companies with smaller market capitalisations are generally considered to offer greater opportunity for appreciation but also may involve greater risks than customarily are associated with more established companies. Accordingly, it may be more difficult to effect sales of such securities at an advantageous time or without a substantial drop in price than securities of a company with a large market capitalisation and broad trading market. In addition, securities of small-to-medium-sized companies may have greater price volatility as they are generally more vulnerable to adverse market factors such as unfavourable economic reports. The securities of smaller companies may be subject to more abrupt fluctuations in market price than larger, more established companies. Smaller companies may have limited product lines, markets or financial resources, or they may be dependent upon a limited management group. In addition to exhibiting greater volatility, smaller company shares may, to a degree, fluctuate independently of larger company shares (i.e., small and/or micro company shares may decline in price as the prices of larger company shares rise or vice versa).

#### **4.22. Emerging Market Risk**

To the extent that a Fund invests in emerging markets, the following risks shall also apply:

- (a) The trading and settlement practices of some of the stock exchanges or markets on which a Fund may invest may not be the same as those in more developed markets, which may increase settlement risk and/or result in delays in realising investments made by a Fund. In addition, a Fund will be exposed to credit risk on parties with whom it trades and will bear the risk of settlement default. The Depositary may be instructed by the Investment Manager to settle transactions on a delivery free of payment basis where the Investment Manager believes that this form of settlement is common market practice. Unitholders should be aware, however, that this may result in a loss to a Fund if a transaction fails to settle and the Depositary will not be liable to a Fund or to the Unitholders for such a loss.
- (b) Currency fluctuations can be severe in developing countries that have both floating or fixed exchange rate regimes. The latter can undergo sharp one-time devaluations.

- (c) Disclosure and regulatory standards may be less stringent in certain securities markets than they are in developed countries and there may be less publicly available information on the issuers than is published by or about issuers in such developed countries. Consequently some of the publicly available information may be incomplete and/or inaccurate. In some countries the legal infrastructure and accounting and reporting standards do not provide the same degree of unitholder protection or information to investors as would generally apply in many developed countries. In particular, greater reliance may be placed by the auditors on representations from the management of a company and there may be less independent verification of information than would apply in many developed countries. The valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may also be treated differently from international accounting standards.
- (d) The performance of a Fund may be affected by changes in economic and market conditions, uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and in legal, regulatory and tax requirements. A Fund may also be exposed to risks of expropriation, nationalisation and confiscation of assets and changes in legislation relating to the level of foreign ownership.
- (e) Local custody services remain underdeveloped in many emerging market countries and there is a transaction and custody risk involved in dealing in such markets. In certain circumstances a Fund may not be able to recover or may encounter delays in the recovery of some of its assets. Such circumstances may include uncertainty relating to, or the retroactive application of legislation, the imposition of exchange controls or improper registration of title. In some emerging market countries evidence of title to units is maintained in book-entry form by an independent registrar who may not be subject to effective government supervision, which increases the risk of the registration of a Fund's holdings of units in such markets being lost through fraud, negligence or mere oversight on the part of such independent registrars. The costs borne by a Fund in investing and holding investments in such markets will generally be higher than in organised securities markets. As at the date of the Prospectus, it is considered that there are various countries including, but not limited to, Slovenia, Taiwan, and Saudi Arabia where there are unique operational conditions.
- (f) Prices of securities traded in emerging markets tend to be less liquid and more volatile.

#### 4.23. **Investment in Collective Investment Schemes (CIS)**

A Fund may invest in one or more collective investment schemes. As a unitholder of another collective investment scheme, a Fund would bear, along with other unitholders, its *pro rata* portion of the expenses of the other collective investment scheme, including management and/or other fees (excluding subscription or redemption charges). These fees would be in addition to the fees payable to the Investment Manager and other expenses which a Fund bears directly in connection with its own operations. For details of the maximum level of management fees that may be charged by a Fund by virtue of its investment in other collective investment schemes please refer to the Supplement for the relevant Fund.

Some of the CIS that a Fund may invest in may in turn invest in FDIs which will result in a Fund being indirectly exposed to the risks associated with such FDIs.

The Funds will not have an active role in the day-to-day management of the collective investment schemes in which they invest. Moreover, Funds will generally not have the opportunity to evaluate the specific investments made by any underlying collective investment schemes before they are made. Accordingly, the returns of a Fund will primarily depend on the performance of these unrelated underlying fund managers and could be substantially adversely affected by the unfavourable performance of such underlying fund managers.

In addition, to the extent any underlying funds in which a Fund invests are not FATCA compliant, such funds may be subject to 30% withholding tax which may impact the returns of the relevant Fund.

A Fund may be subject to risks associated with any underlying collective investment schemes which may use 'side pockets' (used to separate investments which may be difficult to sell from more liquid investments). The use of side pockets by such underlying collective investment schemes may restrict the ability of a Fund or the Unitholders to fully redeem out of the underlying collective investment scheme until such investments have been removed from the side pocket. Accordingly, the Fund may be exposed to the performance of the underlying collective investment scheme's investment for an indefinite period of time until such investment is liquidated.

#### 4.24. **Derivatives and Techniques and Instruments Risk**

While the prudent use of FDIs can be beneficial, FDIs also involve risks different from, and in certain cases greater than, the risks presented by more traditional investments.

A Fund may from time to time utilise various financial instruments both for investment purposes and for risk management purposes in order to seek to: (i) protect against possible changes in the market value of the Fund's investment portfolio resulting from fluctuations in the currency exchange rates, securities markets and/or changes in interest rates, (ii) protect the Fund's unrealised gains in the value of the Fund's investment portfolio, (iii) facilitate the sale of any such investments, (iv) enhance or preserve returns, spreads or gains on any investment in the Fund's portfolio, (v) hedge the interest rate or currency exchange rate on any of the Fund's liabilities or assets, (vi) protect against any increase in the price of any securities the Fund anticipates purchasing at a later date or (vii) for any other reason that the Investment Manager deems appropriate. Where a Fund utilises financial instruments for any of the above purposes, it will be set out in the Supplement for that Fund. The risk factors below are relevant to a Fund where the Supplement states the Fund uses the derivative in question for that particular purpose.

##### *Techniques and Instruments*

The prices of derivative instruments, including futures and options prices, can be 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, (4) the possible absence of a liquid market for any particular instrument at any particular time, (5) possible impediments to effective portfolio management or the ability to meet redemption requests, counterparty risk as outlined below and potential conflicts of interests as detailed in section 5.8 of this Prospectus.

##### *Derivatives*

Derivatives, in general, involve special risks and costs and may result in losses to a Fund. The successful use of derivatives requires additional oversight and management, and a Fund will depend on the ability of the Investment Manager to analyse and manage derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of a Fund may prove not to be what the Fund's Investment Manager expected. Some derivatives are leveraged and therefore may magnify or otherwise increase investment losses to the Fund. Other risks arise from the potential inability to terminate or sell derivatives positions. A liquid secondary market may not always exist for a Fund's derivatives positions at any time. In fact, many over-the-counter instruments will not be

liquid and may not be able to be closed out when desired. Over-the-counter instruments such as swap transactions also involve the risk that the other party will not meet its obligations to the Funds. The participants in over-the-counter markets are typically not subject to credit evaluation and regulatory oversight as are members of exchange based markets, and there is no clearing corporation which guarantees the payment of required amounts. This exposes a Fund to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions 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 relevant Fund to suffer a loss.

There is a possibility that the agreements governing the FDIs techniques may be terminated due, for instance, to supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. There is also a risk if such agreements are not legally enforceable or if the derivative transactions are not documented correctly.

#### *Counterparty and Settlement Risk*

The Funds will be exposed to a credit risk on the counterparties with which they trade in relation to non-exchange traded contracts such as options, swaps, repurchase transactions and forward exchange rate contracts. Non-exchange traded contracts are not afforded the same protections as may apply to participants trading such contracts on organised exchanges, such as the performance guarantee of an exchange clearing house. Non-exchange traded contracts are agreements specifically tailored to the needs of an individual investor which 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 company or firm involved in the transaction rather than a recognised exchange and accordingly the insolvency, bankruptcy or default of a counterparty with which a Fund trades such contracts could result in substantial losses to a Fund. If settlement never occurs the loss incurred by the Fund will be the difference between the price of the original contract and the price of the replacement contract or, in the case where the contract is not replaced, the absolute value of the contract at the time it is voided. Furthermore, in some markets 'Delivery versus Payment' may not be possible in which case the absolute value of the contract is at risk if the Fund meets its settlement obligations but the counterparty fails before meeting its obligations under the relevant contract. Furthermore, if the creditworthiness of a derivative counterparty declines, the risk that the counterparty may not perform could increase, potentially resulting in a loss to the portfolio. Regardless of the measures a Fund may implement to reduce counterparty credit risk there can be no assurance that a counterparty will not default or that a Fund will not sustain losses on the transactions as a result.

#### *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.

#### *Futures Contracts*

Positions in futures contracts may be closed out only on an exchange that provides a secondary market for such futures. However, there can be no assurance that a liquid secondary market will exist for any particular futures contract at any specific time. Thus, it may not be possible to close a futures position. In the event of adverse price movements, a Fund would continue to be required to make daily cash payments to maintain its required margin. In such situations, if a Fund has insufficient cash, it may have to sell portfolio securities to meet daily margin requirements at a time when it may be disadvantageous to do so. In addition, a Fund may be required to make delivery of the instruments underlying futures contracts it holds. The inability to close options and futures positions also could have an adverse impact on the ability to effectively hedge the Fund. The risk of loss in trading futures contracts in some strategies can be substantial, due both to the low margin deposits required and the extremely high degree of leverage involved in futures pricing. As a result, a relatively small price movement in a futures contract may result in immediate and substantial loss (as well as gain) to the investor. Thus, a purchase or sale of a futures contract may result in losses in excess of the amount of investment in the contract. The relevant Fund also incurs the risk that the

Investment Manager will incorrectly predict future stock market trends. Utilisation of futures transactions by a Fund does involve the risk of imperfect or no correlation where the securities underlying the futures contracts have different maturities than a Fund's securities being hedged. It is also possible that a Fund could both lose money on futures contracts and also experience a decline in the value of its other securities. There is also a risk of loss by a Fund of margin deposits in the event of the bankruptcy of a broker with whom a Fund has an open position in a futures contract or related option. Finally, futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as daily price fluctuation limits or daily limits. Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a Fund from liquidating unfavourable positions.

#### *Forward Trading*

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

#### *Foreign Exchange Transactions*

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

#### *Options*

Because option premiums paid or received by a Fund will be small in relation to the market value of the investment underlying the options, trading in options could cause a Fund's Net Asset Value to be subject to more frequent and wider fluctuations than would be the case if a Fund did not utilise options. No assurance can be given that a Fund will be able to effect closing transactions at a time when it wishes to do so. If a Fund cannot enter into a closing transaction, it may be required to hold assets that it might otherwise have sold, in which case it would continue to be at market risk on such assets and could have higher transaction costs, including brokerage commissions. In addition, options that are not exchange traded will subject a Fund to risks relating to its counterparty, such as the counterparty's bankruptcy, insolvency, or refusal to honour its contractual obligations.

#### *Swaps*

Payments under a swap contract may be made at the conclusion of the contract or periodically during its term. If there is a default by the counterparty to a swap contract, a Fund will be limited to contractual remedies pursuant to the agreements 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 Fund will succeed in pursuing contractual remedies. The Fund thus assumes the risk that it may be delayed in or prevented from obtaining payments owed to it pursuant to swap contracts. In addition, because swap contracts are individually negotiated and ordinarily non-transferable, there also may be circumstances in which it would be impossible for a Fund to close out its obligations under the swap contract. Under such circumstances, a Fund might be able to negotiate another swap contract with a different counterparty to offset the risk associated with the first swap contract. Unless a Fund is able to negotiate such an offsetting swap contract, however, it could be subject to continued adverse developments, even after the Investment Manager has determined that it would be prudent to close out or offset the first swap contract. The use of swaps involves investment techniques and risks different from and potentially greater than those associated

with ordinary portfolio securities transactions. If the Investment Manager is incorrect in its expectations of market values or interest rates, the investment performance of a Fund would be less favourable than it would have been if this portfolio management technique were not used.

#### *Risks associated with Warrants*

A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities, and is exercisable against the original issuer of the securities. Warrants often involve a high degree of gearing, so that a relatively small movement in the price of the underlying security results in a disproportionately large movement, favourable or unfavourable in the price of the warrant. The prices of warrants can therefore be volatile.

#### **Structured Finance Transaction Regulations**

While the Manager on behalf of the CCF is authorised to enter into securities financing transactions (**SFTs**) (as defined under Article 3 (11) of Regulation (EU) 2015/2365) (the **SFTR**), it is not anticipated that the Manager on behalf of the CCF will enter into any SFTs. However, in the event that the Manager on behalf of the CCF contemplates entering into such transactions, investors will be provided with further details of the structure and use of such transactions, together with any other information required to be disclosed to investors in accordance with Articles 13 and 14 of the SFTR.

#### **4.25. Borrowing**

If a Fund borrows money, its unit price may be subject to greater fluctuation until the borrowing is paid off. If the Fund makes additional investments while borrowings are outstanding, this may be considered a form of leverage.

Increased portfolio transactions and the use of a line of credit would correspondingly increase a Fund's operating costs and decrease the Fund's investment performance, and maintenance of a higher level of cash balances would likewise result in lower Fund investment performance during periods of rising markets

#### **4.26. Paying Agent Risk**

Unitholders who choose, or are obliged under local regulations, to pay or receive subscription or Redemption Proceeds or distributions via a third party entity rather than directly to/from the CCF or the relevant Fund (e.g. a paying agent in a local jurisdiction) bear a credit risk against that third party entity with respect to (a) subscription monies prior to the transmission of such monies to the CCF or the relevant Fund and (b) Redemption Proceeds payable by such third party entity to the relevant Unitholder.

#### **4.27. FATCA Risk**

A Fund will be subject to a withholding tax risk to the extent that such Fund is not compliant with FATCA or any intergovernmental agreement ("IGA") entered into between Ireland and the United States to implement FATCA. To the extent any Unitholders are not FATCA compliant, such noncompliance may adversely impact the relevant Fund. In addition, to the extent any underlying funds in which a Fund invests are not FATCA compliant, such funds may be subject to 30% withholding tax which may impact the returns of the Fund.

#### **4.28. CRS**

Ireland has provided for the implementation of CRS through section 891F of the TCA and the enactment of the Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the "CRS Regulations").

The CRS, which will apply in Ireland from 1 January 2016, is a global OECD tax information exchange initiative which is aimed at encouraging a coordinated approach to disclosure of income earned by individuals and organisations.

The CCF is a Reporting Financial Institution for CRS purposes and will be required to comply with the Irish CRS obligations. In order to satisfy its CRS obligations, the CCF will require its investors to provide certain information in respect of their tax residence and may, in some cases, require information in relation to the tax residence of the beneficial owners of the investor. The CCF or a person appointed by the CCF, will report the information required to the Revenue Commissioners by 30 June in the year following the year of assessment for which a return is due. The Revenue Commissioners will share the appropriate information with the relevant tax authorities in participating jurisdictions.

All prospective investors / Shareholders should consult with their own tax advisors regarding the possible CRS implications of an investment in the CCF.

#### **4.29. Operational Risks (including Cyber Security and Identity Theft)**

An investment in a Sub-Fund, like any fund, can involve operational risks arising from factors such as processing errors, human errors, inadequate or failed internal or external processes, failure in systems and technology, changes in personnel, infiltration by unauthorised persons and errors caused by service providers such as the Investment Manager or the Administrator. While the Sub-Funds seek to minimise such events through controls and oversight, there may still be failures that could cause losses to a Sub-Fund.

The Manager, Investment Manager, Administrator and Depositary (and their respective groups) each maintain appropriate information technology systems. However, like any other system, these systems could be subject to cyber security attacks or similar threats resulting in data security breaches, theft, a disruption in the Investment Manager's, Administrator's and/or Depositary's service or ability to close out positions and the disclosure or corruption of sensitive and confidential information. Notwithstanding the existence of policies and procedures designed to detect and prevent such breaches and ensure the security, integrity and confidentiality of such information as well as the existence of business continuity and disaster recovery measures designed to mitigate any such breach or disruption at the level of the CCF and its delegates, such security breaches may potentially also result in loss of assets and could create significant financial and or legal exposure for the CCF.

#### **4.30. Possible Effects of Substantial Redemptions or Withdrawals**

Redemptions or withdrawals from a Fund could require that Fund to liquidate its positions more rapidly than otherwise desirable, which could adversely affect that Fund's net asset value. Illiquidity in certain securities could make it difficult for a Fund to liquidate positions on favourable terms, which may affect that Fund's net asset value. Although a Fund may suspend redemptions or withdrawals in the manner described under the section entitled Suspension of Calculation of Net Asset Value in order to minimize this risk, it might not always do so, nor would use of this provision eliminate such value or liquidity risks. The purchase or redemption of a substantial number of Units in the Fund may require the Investment Manager to change the composition of the Fund's portfolio significantly or may force the Investment Manager to buy or sell investments at unfavourable prices, which may adversely affect the Fund's returns and its overall performance. Portfolio turnover for the Fund may also result in increased trading costs, and may adversely impact the Fund's trading expense ratio.

#### **4.31. UK Exit from the European Union**

On 31 January 2020, the UK formally withdrew from and ceased being a member of the EU. The UK and the EU entered into a transition period until 31 December 2020 (the "Transition Period") during which time the UK was subject to applicable EU laws and regulations which has now concluded. The future relationship between the UK and the EU may cause uncertainty in the global financial markets, and adversely affect the performance of the CCF. Volatility resulting from this uncertainty may mean that the returns of the CCF's investments are adversely affected, for example, by market movements and potential decline in the value of Sterling and/or Euro or reduced liquidity in certain securities. This may also make it more difficult, or more expensive, for the CCF to execute prudent currency hedging policies where implemented by the Investment Manager. The UK's exit from the EU may change the legal and regulatory landscape, increasing operating and compliance costs for the CCF.

#### 4.32. **Sustainability Risks**

Sustainability Risks means an environmental, social or governance event or condition that, if it occurs, could have a material negative impact on the value of the investment. The materiality of Sustainability Risks is determined by the likelihood, magnitude and time-horizon of the risk materialising. Sustainability Risks may result in a negative impact on the returns of the CCF.

#### 4.33. **Market Disruption and Geopolitical Risk.**

The CCF is subject to the risk that geopolitical events will disrupt securities markets and adversely affect global economies and markets. Geopolitical events may affect the global economy, the economies of the specific nations or regions, securities markets, interest rates, credit ratings, inflation, investor sentiment and individual issuers, all of which may negatively impact the CCF's performance. Geopolitical events may present significant financial and/or operational risks to the Manager and/or its service providers (including the Administrator and the Investment Manager) and may impact on the ability of the Investment Manager to access markets or implement the CCF's investment policy in the manner originally contemplated during the duration of the geopolitical event and beyond. The spread of infectious illness or other public health issues, such as coronavirus, and related geopolitical events have led, and in the future may lead, to increased short-term market volatility and may have adverse long-term effects on world economies and markets generally. For example, in March 2020, the World Health Organisation declared Coronavirus disease 2019 ("COVID 19") a pandemic. While the full impact of a pandemic is not always known, it may result in continued market volatility, impairment of liquidity in certain instruments and a period of economic decline globally.

#### 4.34. **Application of the Benchmark Regulation**

A Fund's use of a benchmark may fall within the scope of the Benchmark Regulation. Subject to the relevant transitional and grandfathering arrangements, a Fund can no longer "use" a benchmark (within the meaning of the Benchmark Regulation) which is provided by an EU index provider which is not registered or authorised pursuant to Article 34 of the Benchmark Regulation or which is provided by a non-EU index provider which has not been recognised, deemed equivalent or endorsed under the Benchmark Regulation. Furthermore circumstances may arise where a benchmark used by a Fund materially changes or ceases to exist. In such circumstances, a Fund may be required to identify a suitable alternative benchmark which may prove difficult or impossible. Failure to identify a suitable replacement benchmark may have an adverse impact on the relevant Fund, including in certain circumstances, the ability of the Investment Manager to implement the investment strategy of the relevant Fund. Compliance with the Benchmark Regulation may also result in additional costs being borne by the relevant Fund. Where a Fund's benchmark does not fall within the scope of the Benchmark Regulation details will be set out in the relevant Fund supplement.

## 5. MANAGEMENT OF THE CCF

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### 5.1. Directors of the Manager

The Directors of the Manager are described below:

***Mike Kirby*** (Irish resident).

Mr. Kirby is the Managing Principal at KB Associates, a firm which provides a range of advisory and project management services to the promoters of offshore mutual funds. He has previously held senior positions at Bank of New York (previously RBS Trust Bank) (1995 to 2000) where he was responsible for the establishment and ongoing management of its Dublin operations. He has also held senior positions in the custody and fund administration businesses of JP Morgan in London and Daiwa Securities in Dublin. Mr. Kirby holds a Bachelor of Commerce (Honours) Degree from University College Dublin and is a Fellow of the Institute of Chartered Accountants in Ireland.

***Peadar De Barra*** (Irish resident)

Mr. De Barra is an executive director of KBA Consulting Management Limited with responsibility for operations and compliance. Prior to his appointment to KBA Consulting Management Limited he was a senior consultant within KB Associates' consulting business where he was responsible for advising investment funds on a range of risk and compliance matters. In this role he was responsible for developing risk management programmes for funds operating across a range of investment strategies. Mr. De Barra joined KB Associates in 2008. Prior to this Mr. De Barra was Vice-President at Citi Fund Services (Ireland) Ltd (formerly BISYS), where he was responsible for the Financial Administration team (2003 to 2007). Prior to this Mr. De Barra was an accountant and auditor with PricewaterhouseCoopers Dublin (1998 to 2002) and was an assistant manager at AIB/BNY Fund Management (Ireland) Ltd (2002 to 2003) with responsibilities for statutory reporting. In addition, Mr. De Barra also acts as a director to a number of investment funds, investment managers and management companies.

Mr. De Barra holds a Bachelor of Commerce (Honours) Degree from National University of Ireland Galway and is a Fellow of the Institute of Chartered Accountants in Ireland.

***Andrew Kehoe*** (Irish resident)

Mr. Kehoe has been a practicing lawyer since 2002. He has a broad range of experience in the legal and financial services industry in Ireland and internationally. He is the Chief Executive Officer of KB Associates' AIFMD and UCITS authorised management company. Previously Mr. Kehoe was responsible for both the legal and business development teams at KB Associates and was the Chief Executive Officer of the KB Associates' MiFID distribution firm in Malta.

Prior to joining KB Associates, Mr. Kehoe was a managing partner at a New York City law firm and worked as an investment funds solicitor at a Dublin law firm.

Mr. Kehoe holds a Bachelor of Science in Business from Fairfield University, a Juris Doctor law degree from New York Law School and a Diploma in International Investment Funds from the Law Society of Ireland. He is admitted to the Roll of Solicitors in Ireland, England and Wales, and is a member of the New York, New Jersey and Connecticut Bars.

***Barry Harrington*** (Irish resident)

Barry Harrington is an executive director of KB Associates' AIFMD and UCITS authorised management company, KBA Consulting Management Limited. Prior to joining KB Associates, from 1998 to 2008, Mr Harrington worked for BISYS Hedge Fund Services (now Citi Fund Services (Ireland), Limited) in a variety of management roles supporting a number of leading hedge fund managers. His final role was as Vice President of fund accounting operations. Previously, Mr. Harrington worked at Chase Manhattan Bank (Ireland) Limited in fund accounting operations. Mr

Harrington holds an M.A. in Economics and Finance from the National University of Ireland, Maynooth and is a CFA charterholder.

***Samantha McConnell*** (Irish resident)

Ms. McConnell has over 20 years' experience in the financial and pensions industry covering administration, investment services, change and integration management as well as expert in devising solutions to complex issues. Ms. McConnell is an independent, non-executive director (INED) of KBA Consulting Management Limited and is the Chair of its Independent Investment Committee. The function of the Investment Committee is the formulation, approval and oversight of the implementation of each fund's investment objectives and policies by the relevant investment manager. The Investment Committee also evaluates the market overview, each Fund's performance and any changes of investment objective of a Fund. Ms. McConnell is also an INED and interim Chair for another significant fund management company as well as INED on a number of fund boards. Ms. McConnell is a director for Willis HC&B as well as non-executive director for CFA Ireland.

Ms. McConnell holds a first class honours degree in commerce from University College Dublin and graduated first in Ireland in the ACCA exams. She is a CFA Charterholder, a holder of the Institute of Directors Diploma in Company Direction and was awarded the Graduate of Merit award from the Institute of Directors.

***John Oppermann*** (Irish resident)

Mr Oppermann is resident in Ireland and has been involved in the Investment Funds, Asset Management and Fund Services industry for over 30 years in London and Dublin. He has extensive experience with investment funds domiciled in various locations and across a variety of asset classes and investment strategies. Mr. Oppermann is an independent, non-executive director (INED) of KBA Consulting Management Limited and is the Chair of its Independent Risk Committee. Mr. Oppermann co-founded The Fund Governance Boardroom Panel, a firm which specialises in Collective Investment Governance. He established JPO Corporate Services in 2009 to provide corporate services to entities establishing operations in Ireland and has acted as a consultant within the hedge fund industry since 2008. From 2004 to 2008 Mr. Oppermann held the position of General Manager of Olympia Capital Ireland, and senior positions at RMB International (part of the First Rand Group) and International Fund Services (IFS) from 2001 to 2004. Mr. Oppermann established Capita's Registrar operation in Ireland after they purchased the share registration business of PwC and was Country Manager from 1998 to 2001. From 1995 to 1998 Mr. Oppermann was a member of the senior management team at Mellon Fund Administration (Ireland). Prior to that Mr. Oppermann held a number of senior financial and operational positions in the investment management, pensions and financial services divisions with The Prudential Corporation in London from 1987 to 1995. Mr. Oppermann is a non-executive director for a number of Companies and Funds. He is one of the founding members of the Irish Fund Directors Association and has served on council from 2015 – 2018.

Mr. Oppermann is a Fellow of the Chartered Association of Certified Accountants, holds an MBA from the Michael Smurfit Graduate School of Business and has received the accreditation of Certified Investment Fund Director from the Institute of Banking School of Professional Finance.

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

No Director has:

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

a director of a company or from acting in the management or conduct of affairs of any company.

Save for the information disclosed herein, no further information is required to be given in respect of the Directors pursuant to the listing requirements of Euronext.

## 5.2. **The Manager**

KBA Consulting Management Limited has been appointed as manager for manager of the CCF pursuant to the provisions of the Deed of Constitution and fulfils the function of UCITS management company for the CCF as required under the Regulations. The Manager is responsible under the Deed of Constitution for the general management and administration of the CCF's affairs and for ensuring compliance with the Regulations, including investment and re-investment of each Sub-Fund's assets, having regard to the investment objective and policies of each Sub-Fund. The Manager is legally and operationally independent of the Administrator, the Depositary and the Investment Manager.

The Manager is a limited company incorporated under Irish law on 4 December 2006, having its registered office at 5 George's Dock, IFSC, Dublin 1, Ireland. The company secretary of the Manager is KB Associates of 5 George's Dock, IFSC, Dublin 1, Ireland. The Manager is authorised by the Central Bank to act as a UCITS management company. The ultimate parent of the Manager is King TopCo Ltd.

The Manager's main business is the provision of fund management services to collective investment schemes such as the Company. The Manager is legally and operationally independent of the Administrator, the Depositary and the Investment Manager.

The Manager must perform its duties under the Deed of Constitution in good faith and in a commercially reasonable manner using a degree of skill, care and attention reasonably expected of a professional manager and in the best interests of the Shareholders. The Manager has the discretion to delegate all the powers, duties and discretions exercisable in respect of its obligations under the Deed of Constitution as the Manager and any delegate may from time to time agree. Any such appointment will be in accordance with the requirements of the Central Bank.

The Manager has delegated the administration of the CCF's affairs, including responsibility for the preparation and maintenance of the CCF's records and accounts and related fund accounting matters, the calculation of the Net Asset Value per Share and the provision of registration services in respect of the Funds to the Administrator.

The Manager has further delegated the investment management and distribution responsibilities in respect of the Funds to the Investment Manager.

### **Remuneration Policy of the Manager**

The Manager has established, implemented and maintains a remuneration policy which meets the requirements of, and complies with the principles set out in UCITS V and the ESMA Remuneration Guidelines relating to same (the "Remuneration Guidelines") and ensures that the Investment Manager has an appropriate remuneration policy in place which is in compliance with the Remuneration Guidelines.

The Manager's remuneration policy applies to staff whose professional activities might have a material impact on the CCF's risk profile and so covers senior management, risk takers, control functions and any employees receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers and whose professional activities have a material impact on the risk profile of the CCF. The Manager's remuneration policy is accordingly consistent with, and promotes, sound and effective risk management and does not encourage risk-taking which is inconsistent with the risk profile of the CCF.

Consistent with the principal of proportionality referred to in the Remuneration Guidelines the payout process requirements in the Remuneration Guidelines have been disapplied in the Manager's remuneration policies. This disapplication has been made following assessment by the Manager of

each of the payout process requirements and takes account of specific facts applicable to each and is appropriate to each size, internal organisation and the nature, scope and complexity of its activities.

The Remuneration Policy of the Manager can be found at [www.kbassociates.ie](http://www.kbassociates.ie). A copy can be requested free of charge from the Manager.

### 5.3. **Promoter, Investment Manager & Distributor<sup>†</sup>**

The Manager has appointed Resolution Capital Limited to act as the Investment Manager of the Funds pursuant to an Investment Management Agreement (further details of which are set out in the section entitled **Material Contracts** below). Resolution Capital Limited is also the Promoter of the CCF.

The Investment Manager's registered office is at Level 38, Australia Square Tower, 264 George Street, Sydney, NSW 2000, Australia. It is a limited liability company incorporated under the laws of Victoria on 31 March 2004 and is ultimately a wholly owned subsidiary of Foray Enterprises Pty Ltd.

The Investment Manager is regulated by the ASIC in respect of its asset management activities and acts as investment manager to a number of other funds.

Subject to the overall supervision of the Manager and to each Fund's investment objectives, policies and restrictions, the Investment Manager will manage the investment and re-investment of each Fund's assets.

The Investment Manager, with the prior approval of the Central Bank, may from time to time seek the advice of or recommendation of any adviser, analyst, consultant or other suitably qualified person to assist it in the performance of its duties.

### 5.4. **Depository**

The Manager has appointed State Street Fund Custodial Services (Ireland) Limited as depository of the CCF and each of the Sub-Funds pursuant to the Depository Agreement with responsibility for acting as depository and trustee of the assets of the CCF and each Sub-Fund. The Depository is a company incorporated with limited liability in Ireland on 22 May 1991. Its registered office is as specified in the Directory. It is an indirect, wholly-owned subsidiary of State Street Corporation. The principal activity of the Depository is to act as depository and trustee to collective investment schemes.

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

(i) the Depository shall hold in custody all financial instruments capable of being registered or held in a financial instruments account opened in the Depository's books and all financial instruments capable of being physically delivered to the Depository;

(ii) the Depository shall verify each Sub-Fund's ownership of all any assets (other than those referred to in (i) above) and maintain and keep up-to-date a record of such assets it is satisfied are owned by the Sub-Funds;

(iii) the Depository shall ensure effective and proper monitoring of each Sub-Fund's cash flows;

(iv) the Depositary shall be responsible for certain oversight obligations in respect of the CCF – see "Summary of Oversight Obligations" below.

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

Summary of Oversight Obligations:

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

- the sale, issue, redemption and cancellation of Shares effected on behalf of the CCF are carried out in accordance with the conditions imposed by the Central Bank and the Deed of Constitution;
- the value of Shares is calculated in accordance with the Regulations and the Deed of Constitution;
- in transactions involving the assets of the Sub-Funds, any consideration is remitted to it within time limits which are acceptable market practice in the context of a particular transaction;
- the CCF and each Sub-Fund's income is applied in accordance with the Regulations and the Deed of Constitution; and
- the instructions of the Manager are carried out unless they conflict with the Regulations or the Deed of Constitution.

In addition, the Depositary will be obliged to enquire into the conduct of the Manager in each financial year and to report thereon to the Unitholders. The Depositary's report shall be delivered to the Manager in good time to enable it to be included in the annual report of the CCF. The Depositary's report shall state whether in the Depositary's opinion the CCF has been managed in that period:

- (i) in accordance with the limitations imposed on the investment and borrowing powers of the CCF by the Deed of Constitution and by the Regulations; and
- (ii) otherwise in accordance with the provisions of the Deed of Constitution and the Regulations.

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

#### 5.5. **Administrator**

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

The Administrator is a company incorporated with limited liability in Ireland on 23 March 1992. Its registered office is as specified in the directory. It is an indirect, wholly-owned subsidiary of State Street Corporation.

The Administrator's principal business is the provision of fund administration, accounting, registration, transfer agency and related unitholder services to collective investment schemes and investment funds.

The Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the CCF 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.

#### 5.6. **Portfolio Transactions and Conflicts of Interest**

Subject to the provisions of this section, the Manager, the Investment Manager, the Administrator, the Depository, the Distributor or any of their respective subsidiaries, associates or group companies or delegates (each a **Connected Party**) may contract or enter into any financial, banking or other transaction with one another or with the CCF. This includes, without limitation, investment by the CCF in securities of any Connected Party or investment by any Connected Party in any company or bodies any of whose investments form part of the assets comprised in any Fund or be interested in any such contract or transactions. In addition, any Connected Party may invest in and deal in Units relating to any Fund or any property of the kind included in the property of any Fund for their respective individual accounts or for the account of someone else. In the event of a conflict arising, each Connected Party shall ensure that the conflict will be resolved fairly.

Each Connected Party is 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 CCF and/or their respective roles with respect to the CCF. These activities may include managing or advising other funds, purchases and sales of securities, banking and investment management services, brokerage services, valuation of securities (in circumstances in which fees 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 CCF may invest.

Any cash of the CCF may be deposited, subject to the provisions of the Central Bank Acts, 1942 to 2018, of Ireland, as amended by the Central Bank and Financial Services Regulatory Authority of Ireland Acts, 2003 to 2004 with any Connected Party or invested in certificates of deposit or banking instruments issued by any Connected Party. Banking and similar transactions may also be undertaken with or through a Connected Party.

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

- (a) a certified valuation by a person approved by the Depository (or the Manager in the case of a transaction involving the Depository) as independent and competent has been obtained; or
- (b) the relevant transaction is executed on best terms on an organised investment exchange in accordance with the rules of such exchange; or
- (c) where the conditions set out in (a) and (b) above are not practical, the relevant transaction is executed on terms which the Depository is (or the Manager in the case of a transaction involving the Depository) satisfied conform with normal commercial terms negotiated at arm's length and are consistent with the best interests of Unitholders.

Each Connected Party will provide the Manager with relevant details of each transaction (including the name of the party involved and where relevant, fees paid to that party in connection with the transaction) in order to facilitate the Manager discharging its obligation to provide the Central Bank with a statement within the CCF's annual and semi-annual reports in respect of all Connected Party transactions. The appointment of the Investment Manager, the Administrator and the Depository in their primary capacity as service providers to the CCF are excluded from the scope of these Connected Person requirements.

The Investment Manager may also, in the course of its business, have potential conflicts of interest with the CCF in circumstances other than those referred to above. The Investment Manager will, however, have regard in such event to its obligations under the Investment Management and Distribution Agreement and, in particular, to its obligations to act in the best interests of the CCF so far as practicable, having regard to its obligations to other clients when undertaking any investments where conflicts of interest may arise and will endeavour to ensure that such conflicts are resolved fairly as between the CCF, the relevant Funds and other clients. The Investment Manager will ensure

that investment opportunities are allocated on a fair and equitable basis between the CCF and its other clients.

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

#### 5.7. **Soft Commissions**

It is not intended, unless disclosed in the relevant Supplement, that any soft commission arrangements will be entered into in relation to any Fund created in respect of the CCF. In the event that the Investment Manager enters into soft commission arrangement(s) it shall ensure that such arrangement(s) shall (i) be consistent with best execution standards (ii) assist in the provision of investments services to the relevant Fund and (iii) brokerage rates will not be in excess of customary institutional full-service brokerage rates. Details of any such arrangement will be contained in the financial statements of the Fund. In the event that this is the unaudited semi-annual financial statements, details shall also be included in the following annual financial statements.

## **6. UNIT DEALINGS**

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### **6.1. Subscription for Units**

Issues of Units will normally be made with effect from a Dealing Day in respect of applications received on or prior to the Dealing Deadline. The Dealing Deadline relating to each Fund is set out in the Supplement for the relevant Fund. The Manager may nominate additional Dealing Days upon advance notice to Unitholders.

Applications for the initial subscription for Units should be submitted in writing or sent by facsimile or submitted by electronic means (as an attachment to the electronic instruction), as determined by the Administrator (with the signed original Subscription Agreement and supporting documentation in relation to money laundering prevention checks, in order to enable account opening and verification checks, to follow promptly by post) to the Administrator on or prior to the Dealing Deadline. All necessary tax documents and tax certificates should be provided to the Administrator at least two (2) weeks prior to the proposed initial subscription date. A Subscription Agreement may be obtained from the Administrator or the Distributor. Applications received after the Dealing Deadline for the relevant Dealing Day shall be deemed to have been received by the next Dealing Deadline.

The Manager, in consultation with the Administrator, may however in its sole and absolute discretion accept applications received subsequent to this deadline in exceptional circumstances provided they are received prior to the Valuation Point for the relevant Dealing Day. The Administrator reserves the right to request such information as is necessary to verify the identity of the Applicant. In the event of delay or failure by the Applicant to produce any information required for verification purposes, the Administrator or the Manager may refuse to accept the application. Applications will be irrevocable unless the Manager otherwise agrees.

Subsequent subscription requests may be submitted in writing or sent by facsimile or electronic means, as determined by the Administrator. An investor will not be obliged to deal by electronic means, however, the Subscription Agreement sets out a provision permitting an investor to avail themselves of electronic dealing. Applications can only be made into Classes with the same tax treatment/benefits under taxation treaties as Classes already held. An original need not follow by post in respect of such applications for the additional issue of Units. Following the initial application, subsequent requests by facsimile or by electronic means will be treated by the Administrator as definite orders even if not subsequently confirmed by letter after acceptance by the Administrator and will not be capable of withdrawal.

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

Fractions of up to four decimal places of a Unit will be issued. Subscription moneys representing smaller fractions of Units will not be returned to the Applicant but will be retained as part of the assets of the relevant Fund.

Under the Deed of Constitution, the Manager has absolute discretion to accept or reject in whole or in part any applications for Units without assigning any reason therefore. The Subscription Agreement contains certain conditions regarding the application procedure for and the holding of Units in the CCF and certain indemnities in favour of the Manager, the Investment Manager, the Administrator, the Depositary, the Distributor and the other Unitholders for any loss suffered by them as a result of certain Applicants acquiring or holding Units.

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

### **6.2. Issue Price**

The Initial Issue Price for Units in the relevant Fund shall be the amount set out in the Supplement for the relevant Fund. After the close of the Initial Offer Period for Units in the relevant Fund, Units will be issued on a Dealing Day at the Issue Price.

The Manager may make an adjustment by way of an addition to or reduction of the subscription amount which will be reflected in the Issue Price when there are net subscriptions to include a charge/Anti-Dilution Levy which the Investment Manager considers represents an appropriate figure to cover dealing costs and/or to preserve the value of the underlying assets of the relevant Fund. Any such charge/levy shall be retained for the benefit of the relevant Fund and the Manager reserves the right to waive such charge at any time.

### 6.3. **Payment for Units**

Payment in respect of the issue of Units must be made to the CCF (the relevant account will be specified in the Subscription Agreement or otherwise notified to Unitholders in advance) by the relevant Settlement Date by wire transfer in cleared funds in the currency of denomination of the relevant Class applied for.

It is the responsibility of Applicants to transmit payment for subscriptions promptly, with clear customer identification. Applicants shall be responsible for their own bank charges, including any lifting fees or commissions. The value received in the Fund's bank account must equal the subscription amount, including any provision for Anti Dilution Levy (where appropriate).

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

Upon receipt into the Subscriptions/Redemptions Account, subscription monies will become the property of the relevant Sub-Fund and accordingly an investor will be treated as a general creditor of the relevant Sub-Fund during the period between receipt of subscription monies into the Subscriptions/Redemptions Account and the issue of Shares.

### 6.4. **In Specie Issues**

The Directors may in their absolute discretion accept payment for Units of a Fund in specie, and may allot Units in the Fund provided that arrangements are made to vest in the Depositary on behalf of the CCF investments which would form part of the assets of the relevant Fund and provided that (a) the Depositary is satisfied that there is unlikely to be any material prejudice to existing Unitholders in the relevant Fund; and (b) such investments would qualify as an investment of the relevant Fund in accordance with its investment objective, policies and restrictions. The number of Units to be issued in this way shall be the number which would have been issued for cash against the payment of a sum equal to the value of the investments. The value of the investments to be vested shall be calculated by applying the valuation methods described under the section entitled **Calculation of Net Asset Value/ Valuation of Assets** below.

### 6.5. **Anti-Money Laundering Provisions**

Measures provided for under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and 2013 (the **AML Act**) which is aimed towards the prevention of money laundering, require identification and verification of the identity of each Applicant and its beneficial owners, as applicable, and on-going due diligence of the Applicant and the Applicant's account with the CCF.

The Manager and the Administrator each reserve the right to request information and documentation to comply with its obligations to the CCF or otherwise, including but not limited to, information and documentation in relation to the verification of identity of an Applicant and its beneficial owners, as applicable, the source of funds and/or ongoing due diligence of an Applicant and its account with the

CCF. In the event of delay or failure by the Applicant to produce any information or documentation required for such purposes, the Manager and/or the Administrator may refuse to accept the application and return all subscription monies or compulsorily redeem such Unitholder's Units and/or payment of redemption proceeds will be withheld and will not be dispatched to a Unitholder until such information or documentation is received by the Administrator and none of the Fund, the Directors, the Manager, the Investment Manager, the Depositary or the Administrator shall be liable to the Applicant or Unitholder where an application for Units is not processed or Units are compulsorily redeemed or redemption proceeds are withheld in such circumstances. If an application is rejected, the Administrator will return application monies or the balance thereof by electronic transfer in accordance with any applicable laws to the account from which it was paid at the cost and risk of the Applicant.

#### **6.6. Form of Units and Confirmation of Ownership**

Units will be in non-certificated and registered form. A contract note providing details of a trade on a Unitholder's account will normally be issued within two Business Days after the Dealing Day. Confirmation of ownership evidencing entry in the register will normally be issued within thirty (30) Business Days of the relevant Dealing Day upon receipt of all original documentation required by the Administrator. Unit certificates will not be issued.

#### **6.7. Data Protection**

Prospective Unitholders should note that by completing the Subscription Agreement and providing any other personal information in connection with an application for or the holding of Units in the CCF they are providing personal information, which may constitute personal data within the meaning of the Data Protection Legislation of Ireland. Data may be disclosed to third parties including regulatory bodies, tax authorities (including in accordance with CRS), delegates, advisers and service providers of the CCF and their or the CCF's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including outside the EEA) for the purposes specified. By signing the Subscription Agreement, Unitholders acknowledge that they are providing their consent to the Manager, its delegates and its or their duly authorised agents and any of their respective related, associated or affiliated companies obtaining, holding, using, disclosing and processing the data for any one or more of the following purposes:

- (a) to manage and administer the investor's holding in the relevant Fund and any related accounts on an on-going basis;
- (b) for any other specific purposes where the investor has given specific consent or for such specific purpose as set out in the Subscription Agreement;
- (c) to carry out statistical analysis and market research;
- (d) to comply with legal and regulatory obligations or tax requirements in any jurisdiction applicable to the investor and the Manager;
- (e) for disclosure or transfer whether in Ireland or countries outside Ireland and outside of the European Economic Area, including without limitation, the United States of America, which may not have the same data protection laws as Ireland, to third parties including financial advisers, regulatory bodies, tax authorities, auditors, technology providers or to the Manager, the Investment Manager, the Administrator, the Depositary and their delegates or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above; and
- (f) for other legitimate business interests of the Manager.

Pursuant to Data Protection Legislation in Ireland, Unitholders have a right of access to their personal data kept by the Manager or the Administrator on its behalf and the right to amend and rectify any inaccuracies in their personal data held by the Manager or the Administrator on its behalf by making a request to the Manager in writing.

By signing the Subscription Agreement, Applicants consent to the recording of telephone calls made to and received from Applicants and Unitholders by the Administrator, its delegates, its duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.

#### 6.8. **Limitations on Purchases**

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

Units may not be directly or indirectly offered or sold in the United States or purchased or held by or for U.S. Persons unless the Manager determines that (i) the transaction is permitted under an exemption available under the Securities Act (ii) the relevant Fund and CCF continues to be entitled to an exemption from registration as an investment company under the Investment Company Act if such person holds Units and (iii) such holding of Units shall not cause the CCF to incur any adverse US taxation consequences.

Unitholders are required to notify the Manager and the Administrator immediately in the event that they become a US Person and the Manager may, at the discretion of the Manager, redeem or otherwise dispose of the Units held by such Unitholder to non US Persons.

#### 6.9. **Redemption of Units**

All requests for the redemption of Units should be made to the Administrator in writing or by facsimile or by electronic means (as an attachment to the electronic instruction) and received on or prior to the Dealing Deadline for the Dealing Day. All such requests must quote the relevant Unitholder account number, the relevant Fund(s) and Class and any other information that the Administrator reasonably requires.

Redemption requests in writing or by facsimile or by electronic means received in the prescribed format, containing all required information, and signed on behalf of the Unitholder by an authorised person will be treated as definite orders and no redemption request will be capable of withdrawal after acceptance by the Administrator. For the avoidance of doubt, requests by electronic means or facsimile will be treated as definite orders even if not subsequently confirmed in writing. Requests received on or prior to the relevant Dealing Deadline will, subject as mentioned in this section and in the relevant Supplement, will be dealt with on the relevant Dealing Day. Redemption requests received after the Dealing Deadline shall, unless the Manager otherwise agree on an exceptional basis and provided they are received before the relevant Valuation Point, be treated as having been received by the following Dealing Deadline.

If requested, the Manager may, in its absolute discretion agree to designate additional Dealing Days and Valuation Points for the redemption of Units relating to any Fund provided that all Unitholders in the relevant Fund shall be notified in advance.

The Manager or the Administrator may decline to effect a redemption request which would have the effect of reducing the value of any holding of Units relating to any Fund below the Minimum Unitholding for that Class of Units of that Fund as detailed in the relevant Supplement. Any redemption request which would have the effect of reducing the value of any holding of Units relating to any Fund below the Minimum Unitholding for that Class of Units of that Fund may be treated by the Manager as a request to redeem the Unitholder's entire holding of that Class of Units. No redemption payment may be made to a Unitholder until the signed original Subscription Agreement and all supporting documentation required by the Administrator, including any document in connection with the AML Act or other requirements and/or any anti-money laundering procedures have been completed, sent to and received by the Administrator.

If the CCF, any Fund or any Unitholder becomes liable to account for tax in any jurisdiction as a result of the Unitholder or beneficial owner of the Unit having received a payment of Gross Income

in respect of his/her existing Units or in respect of Units which were disposed or redeemed (or being deemed to have so received a payment of Gross Income in respect of such Units) (a "Chargeable Event") the Manager shall be entitled to deduct from any gross payment arising on a Chargeable Event an amount equal to the appropriate tax and any interest or penalties thereon and/or appropriate, cancel or compulsorily redeem such number of Units held by the Unitholder or beneficial owner as are required to discharge such liabilities. The relevant Unitholder shall indemnify and keep the Manager on behalf of the CCF or the relevant Fund indemnified against any loss arising to the CCF or the Fund by reason of the CCF or the Fund becoming liable to account for tax in any jurisdiction on the happening of a Chargeable Event if no such deduction, appropriation or compulsory redemption had been made.

#### 6.10. **Redemption Price**

The price at which Units will be redeemed on a Dealing Day is the Net Asset Value per Unit of the relevant Class on the relevant Dealing Day less any duties and charges as set out in this Prospectus or the relevant Supplement. The method of establishing the Net Asset Value of any Fund and the Net Asset Value per Unit of any Class of Units in a Fund is set out in the Deed of Constitution as described herein under the section entitled **Calculation of Net Asset Value/Valuation of Assets** below.

The Manager may make an adjustment by way of a deduction from the Redemption Price when there are net redemptions to include a charge/Anti-Dilution Levy which the Investment Manager considers represents an appropriate figure to cover dealing costs and to preserve the value of the underlying assets of the relevant Fund. Any such charge/levy shall be retained for the benefit of the relevant Fund and the Manager reserves the right to waive such charge at any time.

The Manager may estimate the value of cash dividends and interest declared or accrued and not yet received by the relevant Fund as at the relevant Valuation Point which is attributable to the Units being redeemed, which amount the Manager shall be entitled to retain from the redemption proceeds pending actual receipt and reconciliation of such cash dividends and interest. Upon actual receipt and reconciliation of such cash dividends and interest, the Manager will calculate the redeeming Unitholder's actual entitlement to such cash dividends and interest as of the Valuation Point applicable to the redemption. The Manager will arrange a payment to be made to the Unitholder taking into account the foreign exchange rate applied to such cash dividend or interest when it is received and after deducting any relevant fees, costs, charges and expenses payable by the Unitholder in relation to such cash dividends and interest. Redeeming Unitholders who redeem their entire holding should be aware that in such circumstances they may not receive the full amount of their redemption proceeds and that the balance will be payable to Unitholders upon receipt of the relevant cash dividends and interest by the Fund as described above and which may be several months after the relevant Dealing Day.

#### 6.11. **Payment of Redemption Proceeds**

The Redemption Proceeds (minus any charge provided for above or in the relevant Supplement and after deduction of Irish tax (if any) applicable to the payment) will be paid at the Unitholder's risk and expense by electronic transfer to an account of record in the name of the Unitholder in the currency of denomination of the relevant Class (or in such other currency as the Manager shall determine) by the Settlement Date. In respect of redemption requests received in writing or by facsimile, payment of such Redemption Proceeds will be made to the registered Unitholder.

#### 6.12. **Limitations on Redemption**

The Administrator will not effect any redemption requests of any Fund during any period when the calculation of the Net Asset Value of the relevant Fund is suspended in the manner described under the section entitled **Suspension of Calculation of Net Asset Value** below. Unitholders requesting redemption of Units will be notified of such postponement and, unless withdrawn, their applications will be processed as at the next Dealing Day following the ending of such suspension.

If total requests for redemption on any Dealing Day of a Fund exceed 10% of the total number of Units in a Fund or Units representing in excess of 10% of the Net Asset Value of the relevant Fund,

the Manager may in its discretion refuse to redeem any Units in excess of 10%. Any request for redemption on such Dealing Day shall be reduced rateably and the redemption requests shall be treated as if they were received on each subsequent Dealing Day until all the Units to which the original request related have been redeemed. If requests for redemptions are so carried forward, the Administrator will inform the Unitholders affected.

#### 6.13. **In Specie Redemptions**

The Manager may at the request and/or with the consent of the relevant Unitholder satisfy a redemption request by a distribution of investments of the relevant Fund in specie provided that such a distribution would not be prejudicial to the interests of the remaining Unitholders of that Fund. Where a redemption request is received from a Unitholder which would result in Units representing more than 5% of the Net Asset Value of any Fund being redeemed on any Dealing Day, the Manager may, at its discretion, determine to satisfy the redemption request by a distribution of investments of the relevant Fund in specie. Where the Unitholder requesting such redemption receives notice of the CCF's intention to elect to satisfy the redemption request by such a distribution of assets that Unitholder may require the Administrator, instead of transferring those assets, to arrange for their sale and the payment of the proceeds of sale to that Unitholder less any costs incurred in connection with such sale.

In all cases, the particular assets to be transferred will be determined by the Manager in consultation with the Investment Manager on such basis as the Manager in its discretion, with the approval of the Depositary, consider not to be prejudicial to the interests of the remaining Unitholders in the Fund. The value of the assets to be transferred will be determined on the same basis as used in calculating the Net Asset Value of the Fund and may be adjusted as the Manager in consultation with the Investment Manager may determine to reflect the liabilities of the Fund as a result of the transfer of such assets, provided that the asset allocation is subject to the approval of the Depositary. Any shortfall between the value of the assets transferred on a redemption in specie and the redemption proceeds which would have been payable on a cash redemption will be satisfied in cash. Any decline in the value of the assets to be transferred in settlement of a redemption between the relevant Dealing Day and the day on which such assets are delivered to the redeeming Unitholder will be borne by the redeeming Unitholder.

#### 6.14. **Mandatory Redemptions**

The Manager may compulsorily redeem all of the Units of any Fund if the Net Asset Value of the relevant Fund is less than the Minimum Fund Size specified in the Supplement for the relevant Fund. The Manager may also compulsorily redeem all of the Units of any Unitholder if the holding of the Units by that Unitholder is less than the Minimum Unitholding set for that Class of Units by the Manager. In such circumstances the Manager reserves the right, on giving prior notification to such Unitholder(s) to compulsorily redeem Units at the next Valuation Point and to return the Redemption Proceeds to the Unitholder, provided that the original Subscription Agreement signed by or on behalf of the Unitholder and all documentation required by the Administrator, including any document in connection with the AML Act or other requirements and/or any anti-money laundering procedures have been completed and received by the Administrator.

The CCF reserves the right to impose restrictions on the holding or transfer of Units directly or indirectly by or to and to redeem Units held by:

- (i) a person or entity who, in the opinion of the Manager is a US Person as defined herein or falling within the definition of **U.S. Person** under FATCA unless the Manager determines (i) the transaction is permitted under an exemption available under the Securities Act and (ii) the relevant Fund and the CCF continue to be entitled to an exemption from registration as an investment company under the securities laws of the US, including the Investment Company Act and (iii) does not cause the Fund or the Investment Manager to incur any adverse US taxation or regulatory or legal consequences;
- (ii) a person or entity who breached or falsified representations on the Subscription Agreement;

- (iii) a person or entity who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person or entity is not qualified to hold Units or if the holding of the Units is unlawful;
- (iv) a person or entity who has not provided the required tax documentation or supporting documentation for money laundering prevention checks;
- (v) a person or entity if the holding of the Units by that person or entity is unlawful or is less than the Minimum Initial Investment Amount set for that Class of Units by the Manager;
- (vi) a person or entity in circumstances which (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Manager to be relevant), in the opinion of the Manager, might result in the CCF or the relevant Fund incurring any liability to taxation or suffering any pecuniary liability to taxation or suffering other pecuniary, legal, regulatory, taxation or material administrative disadvantage which the relevant Fund might not otherwise have incurred or suffered (including where the relevant Fund suspects market timing) or might result in the relevant Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Deed of Constitution;
- (vii) any transfer in regard to which any payment of taxation remains outstanding; and
- (viii) in any other circumstances set out in the Deed of Constitution.

If it shall come to the notice of the Manager or if the Manager shall have reason to believe that any Units are owned directly or beneficially by any person or persons in breach of any restrictions imposed by the Manager, the Manager shall be entitled to (i) give notice (in such form as the Manager deems appropriate) to such person requiring such person to request in writing the redemption of such Units in accordance with the Deed of Constitution and/or (ii) as appropriate, compulsorily redeem and/or cancel such number of Units held by such person and 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 Units by such person including any interest or penalties payable thereon.

Any outstanding proceeds of such compulsory redemption will not be paid unless the original Subscription Agreement signed by or on behalf of the Unitholder and all documentation required by the Administrator, including any document in connection with the AML Act or other requirements have been received by the Administrator and/or any anti-money laundering procedures have been completed.

If the Manager decides to terminate a Fund, all of the Unitholders in the relevant Fund will be so notified by the Manager and will be deemed to have requested within thirty (30) days of the date of the notice that their Units be redeemed by the Manager in accordance with the redemption procedures set out in this Prospectus. The Manager may delay the payment of total redemption proceeds until all assets and receivables are liquidated and may make adjustments to the amount of redemption proceeds payable to Unitholders in order to reflect the final value of such assets and receivables upon termination.

#### 6.15. **Exchange of Units**

Unless otherwise determined by the Manager, Unitholders will be able to apply to exchange on any Dealing Day all or part of their holding of Units of any Class in any Fund (the **Original Class**) for Units in another Class in a Fund which are being offered at that time (the **New Class**) (such Class being in the same Fund or in a separate Fund) provided that all the criteria for applying for Units in the New Class have been met applications can only be made into Classes with the same tax treatment/benefits under taxation treaties as Classes already held (including being entitled to the same tax treatment/benefits under taxation treaties as the other Unitholders in the New Class) and by giving notice to the Administrator on or prior to the Dealing Deadline for the relevant Dealing Day. Where applications are made into a New Class with different tax treatment/benefits as the Original Class held, the Units will be transferred to the non-treaty Classes until the required tax documentation

has been provided to the Administrator. The Manager may in its sole and absolute discretion accept requests for exchange received after the relevant Dealing Deadline in exceptional circumstances provided they are received prior to the relevant Valuation Point. The general provisions and procedures relating to the issue and redemption of Units will apply equally to exchanges.

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

The Manager may deduct an anti-dilution levy on an exchange of Units of an amount which the Investment Manager considers represents an appropriate figure to cover, inter alia, dealing costs, market impact and to preserve the value of the underlying assets of the Fund when there are net subscriptions and redemptions. Any such charge will be retained for the benefit of the relevant Fund. The Manager reserves the right to waive such charge at any time. Unitholders should refer to section 9.9 below for further details.

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

$$S = \frac{R \times (RP \times ER)}{IP}$$

**IP**

where:

**R** = the number of Units of the Original Class to be exchanged;

**S** = the number of Units of the New Class to be issued;

**RP** = the Redemption Price per Unit of the Original Class as at the Valuation Point for the relevant Dealing Day;

**ER** = in the case of exchange of Units designated in the same Base Currency is 1. In any other case, it is the currency conversion factor determined by the Administrator at the Valuation Point for the relevant Dealing Day as representing the effective rate of exchange applicable to the transfer of assets relating to the Original and New Classes of Units after adjusting such rate as may be necessary to reflect the effective costs of making such transfer; and

**IP** = the Issue Price per Unit of the New Class as at the Valuation Point for the applicable Dealing Day.

Where there is an exchange of Units, Units of the New Class will be allotted and issued in respect of and in proportion to the Units of the Original Class in the proportion S to R.

### **Tax Information**

Each Unitholder agrees, upon the Manager's request, to provide such tax-related information as is reasonably requested to enable the Manager to prepare any required tax returns or comply with tax reporting or other tax requirements relating to the exchange of Units.

#### **6.16. Limitations on Exchanges**

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

## 6.17. **Mandatory Exchanges**

If a Unitholder's withholding tax rate or tax reclaim rate diverges from the other Unitholders in a Class due to changes in taxation treaties or domestic exemptions affecting the Unitholder, or where the Unitholder has failed to provide valid tax documentation in a timely fashion, the Manager may in its sole discretion exchange that Unitholder's Units for Units in a separate Class in the same Fund.

## 6.18. **Dealing Restrictions**

### *Market Timing*

The Manager at its discretion, reserves the right to refuse to accept any application for initial or subsequent subscription or to compulsorily redeem Units held by any Unitholder, without giving any reason where the Manager suspects market timing. Without limiting the foregoing, and as further described below, the Manager may not be used as a vehicle for frequent trading in response to short term market fluctuations (so called **market timing**). Accordingly, the Manager may reject any subscriptions (or compulsorily redeem Units) from any investor that it determines is engaged in market timing or other activity which it believes is harmful to the Manager or any Fund. If a subscription is rejected, subscription proceeds will be returned without interest to the Applicant, as soon as practicable at their expense.

### *Excessive Trading Policies*

The Manager emphasises that all Applicant's and Unitholders are bound to place their subscription, redemption or exchange order(s) no later than the relevant Dealing Deadline for transactions in the Fund's Units.

Excessive trading into and out of a Fund can disrupt portfolio investment strategies and increase the Fund's operating expenses. The Funds are not designed to accommodate excessive trading practices. The Manager reserves the right to restrict, reject or cancel purchase, redemption and switching orders as described above, which represent, in their sole judgment, excessive trading.

Unitholders seeking to engage in excessive trading practices may deploy a variety of strategies to avoid detection, and there is no guarantee that the Manager or its agents will be able to recognise such Unitholders or curtail their trading practices. The ability of the Manager and its agents to detect and curtail excessive trading practices may also be limited by operational systems and technological limitations.

To the extent that the Manager or its agents are unable to curtail excessive trading practices in a Fund, these practices may interfere with the efficient management of the Fund's portfolio, and may result in the Fund engaging in certain activities to a greater extent than it otherwise would, such as maintaining higher cash balances, using a line of credit and engaging in portfolio transactions. .

## 7. CALCULATION OF NET ASSET VALUE/VALUATION OF ASSETS

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The Net Asset Value of each Fund shall be calculated by the Administrator as at the Valuation Point for each Dealing Day by valuing the assets of the Fund and deducting therefrom the liabilities of the Fund. The Net Asset Value of a Fund divided by the number of Units of the relevant Fund in issue as at the relevant Valuation Point is equal to the Net Asset Value of a Unit of the relevant Fund. Where there is more than one Class in issue in a Fund, the Net Asset Value per Unit of the relevant Class is calculated by determining that proportion of the Net Asset Value of the relevant Fund which is attributable to the relevant Class at the Valuation Point and by dividing this sum by the total number of Units of the relevant Class in issue at the relevant Valuation Point (which is set out in the Supplement for the relevant Fund). The Net Asset Value and the Net Asset Value per Unit will in each case be rounded to four decimal places or such other number of decimal places as the Manager may determine.

Where a Class of Units is denominated in a currency other than the Base Currency of the relevant Fund, the Manager shall at the time of creation of such Class determine if such Class of Units shall be constituted as a Hedged Currency Unit Class or an Unhedged Currency Unit Class. The costs and gains/losses of any hedging transactions relating to a Hedged Currency Unit Class shall accrue solely to the Unitholders in such Class and shall not form part of the assets of the relevant Fund or constitute a liability of the relevant Fund. Any hedging transaction relating to a Hedged Currency Unit Class shall be valued in accordance with the provisions of the Deed of Constitution.

The Deed of Constitution provides for the method of valuation of the assets and liabilities of each Fund and of the Net Asset Value of each Fund. The assets and liabilities of a Fund will be valued as follows:-

In general, the Deed of Constitution provides that the value of any investments quoted, listed or dealt in on a Regulated Market shall be calculated using the last traded price as at the relevant Valuation Point, provided that the value of any investment listed or dealt in on a Regulated Market but acquired or traded at a premium or at a discount outside the relevant market may with the approval of the Depositary be valued taking into account the level of premium or discount as at the date of valuation of the investment provided that the Depositary must ensure that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.

Where such investment is quoted, listed or dealt in on more than one Regulated Market, the price will be the last traded price on the exchange which constitutes the main Regulated Market for such security or the one which the Manager or its delegate determine provides the fairest criteria in ascribing a value to such security.

The value of any investment which is not quoted, listed or dealt in on a Regulated Market or of any investment which is normally quoted, listed or dealt in on a Regulated Market but in respect of which no price is currently available or the current price of which does not in the opinion of the Manager reflects the fair market value thereof in the context of currency, marketability dealing costs and/or such other considerations as are deemed relevant, shall be the probable realisation value estimated with care and in good faith by (i) the Manager or (ii) by a competent person appointed by the Manager or its delegate and approved for such purpose by the Depositary. In determining the probable realisation value of any such investment, the Manager may accept a certified valuation from a competent independent person, or in the absence of any independent person, (notwithstanding that the Investment Manager has an interest in the valuation), the Investment Manager, who in each case shall be approved by the Depositary to value the relevant securities. Where reliable market quotations are not available for fixed income securities, the value of such securities may be determined by reference to the valuation of other securities which are considered comparable in rating, yield, due date and other characteristics (matrix pricing). The matrix methodology will be compiled by the Manager or a competent person, firm or corporation appointed by the Manager and in each case approved for the purpose by the Depositary.

Shares or Units in open-ended CIS other than those valued in accordance with the foregoing paragraphs shall be valued at the latest available net asset value per share or unit or class as published by the CIS as at the Valuation Point for the relevant Dealing Day.

The Deed of Constitution further provides that the value of any cash in hand or on deposit, pre-paid expenses, cash dividends and interest declared or accrued and not yet received or tax reclaims filed and not yet received as at the relevant Valuation Point shall be deemed to be the face value plus accrued interest unless in any case the Manager is of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Manager or its delegate with the approval of the Depositary may consider appropriate in such case to reflect the true value thereof as at the Valuation Point. Certificates of deposits, treasury bills, bank acceptances, trade bills and other negotiable investments shall be valued at each Valuation Point at the last-traded on the market in which these Investments are traded or admitted for trading (being the market which is the sole market or in the opinion of the Manager, the principal market on which the Investments in question are quoted or dealt in) plus any interest accrued thereon from the date on which same were acquired.

The value of any over the counter derivative contracts shall be the quotation from the counterparty to such contracts at the Valuation Point and shall be valued daily. The valuation will be approved or verified weekly by a party independent of the counterparty who has been approved, for such purpose, by the Depositary. Alternatively, the value of any over-the-counter derivative contract may be the quotation from an independent pricing vendor or that calculated by the Manager itself on behalf of the Fund and shall be valued daily. Where an alternative valuation is used by the Manager, the Manager will follow international best practice and adhere to specific principles on such valuation by bodies such as IOSCO and AIMA. Any such alternative valuation must be provided by a competent person appointed by the Manager and approved for the purpose by the Depositary. Any such alternative valuation must be reconciled to the counterparty valuation on a monthly basis. Where significant differences arise they must be promptly investigated and explained.

The value of any exchange traded futures contracts, share price index, futures contracts and options and other derivative instruments shall be the settlement price as determined by the Regulated Market in question as at the Valuation Point provided that where such settlement price is not available for any reason as at a Valuation Point, such value shall be the probable realisation thereof estimated with care and in good faith by (i) the Manager or (ii) a competent person appointed by the Manager and approved for such purpose by the Depositary.

Assets denominated in a currency other than in the Base Currency of the relevant Fund (whether of any investment or cash) and any non-rate currency borrowing shall be converted into that Base Currency at the rate (whether official or otherwise) which the Directors or such competent person appointed by the Manager and approved for such purpose by the Depositary deems appropriate in the circumstances.

Forward foreign exchange contracts shall be valued by reference to the prevailing market maker quotations, namely, the price as at the Valuation Point at which a new forward exchange contract of the same size and maturity could be undertaken, or if unavailable, at the settlement price provided by the counterparty. In the latter case, the settlement price shall be valued at least daily by the counterparty and shall be verified at least weekly by a party who is independent from the counterparty and approved for such purpose by the Depositary.

If in any case a particular value is not ascertainable as provided above or if the Manager shall consider that some other method of valuation better reflects the fair value of the relevant investment, then in such case the method of valuation of the relevant investment shall be such as the Manager or another competent person appointed by the Manager shall determine, such method of valuation to be approved by the Depositary.

Notwithstanding the generality of the foregoing, the Manager may, with the approval of the Depositary, adjust the value of any such assets if, having regard to currency, anticipated rate of dividend, applicable rate of interest, maturity, liquidity, marketability and/or such other considerations

as the Manager in consultation with the Investment Manager may deem relevant, the Manager considers that such adjustment is required to reflect the fair value thereof as at any Valuation Point.

Any particular valuation provisions applicable to a Fund are set out in the Supplement for the relevant Fund.

#### **7.1. Suspension of Calculation of Net Asset Value**

The Manager may at any time temporarily suspend the calculation of the Net Asset Value of any Fund and the issue, redemption and exchange of Units of a Fund and any Class and the payment of redemption proceeds:

- (i) during any period when any of the Regulated Markets on which a meaningful portion of the investments of the relevant Fund, from time to time, are quoted, listed or dealt in are closed, otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or
- (ii) during any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Manager, disposal or valuation of a meaningful portion of the investments of the relevant Fund is not reasonably practicable without this being seriously detrimental to the interests of Unitholders of the relevant Fund or if, in the opinion of the Manager, the Net Asset Value of the Fund cannot be fairly calculated; or
- (iii) during any breakdown in the means of communication normally employed in determining the price of a meaningful portion of the investments of the relevant Fund, or when, for any other reason the current prices on any Regulated Market of any of the investments of the relevant Fund cannot be promptly and accurately ascertained; or
- (iv) during any period during which any transfer of funds involved in the realisation or acquisition of investments of the relevant Fund or when payments due on the redemption of Units from Unitholders cannot, in the opinion of the Manager, be effected at normal prices or rates of exchange; or
- (v) during any period during which the whole or any part of any subscriptions cannot be transmitted to or from the account of the Manager on behalf of the CCF or the relevant Fund or the Manager is unable to liquidate funds required for the purpose of making payments due on the redemption of Units in the relevant Fund which may include but is not limited to force majeure events such as war, civil unrest or as a result of political, economic, military or monetary events or circumstances outside the control, responsibility and power of the Manager; or
- (vi) upon mutual agreement between the Manager and the Depositary, any period following the circulation to Unitholders of a notice of a general meeting at which a resolution for the purpose of terminating the CCF or any Fund is to be proposed; or
- (vii) when any other reason makes it impracticable to determine the value of a meaningful portion of the assets of the CCF or any Fund; or
- (viii) during any period when the Manager considers it to be in the best interests of the Unitholders of the relevant Fund.

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

Unitholders who have requested issue or redemption of Units of any Class or the exchange of Units of one Class to another (as outlined in the section 6.9 Redemption of Units above) will be notified of any such suspension in such manner as may be directed by the Manager and, unless withdrawn but subject to the limitation referred to above, their requests will be dealt with on the first relevant Dealing Day after the suspension is lifted. Any such suspension will be notified on the same Business Day to the Central Bank and if the Units of any Fund are listed on Euronext or such other exchange within the same time frame and will be communicated without delay to the competent authorities in any country in which the Units are registered for sale.

## **8. NOTIFICATION OF PRICES**

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The Net Asset Value per Unit of each Class of Units in each Fund will be available from the Administrator and on the Investment Manager's website [www.resolutioncapital.com.au](http://www.resolutioncapital.com.au) and such other place as the Manager may decide from time to time and as notified to the Unitholders in advance on each Business Day. The Net Asset Value per Unit will also be kept up to date.

## 9. FEES AND EXPENSES

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### 9.1. Establishment Expenses

The cost of establishing the CCF, obtaining authorisation from any authority, filing fees, the preparation and printing of this Prospectus, marketing costs and the fees of all professionals relating to it, including tax and legal advice, incurred by the CCF and the initial Fund will be borne by the initial Fund and amortised over a period of five years. The costs and expenses involved in establishing the CCF are expected to amount to approximately €150,000 (plus VAT where applicable). The costs of establishing subsequent Funds may be borne by the relevant Fund and where appropriate details thereof will be set out in the relevant Supplement.

### 9.2. Operating & Service Providers' Fees and Expenses

The Manager is entitled to a fee (including for the avoidance of doubt any out of pocket expenses properly incurred and vouched) as detailed in the relevant Supplement to cover ongoing administration and operation of the CCF (the **Capped Fee**). The Manager shall use this Capped Fee to discharge:

- (i) the fees and expenses (including any out of pocket expenses properly incurred and vouched) payable to the Investment Manager, Administrator, the Depositary, the fees and expenses of sub-custodians and any investment advisers or any other delegates of the Manager;
- (ii) the fees (if any) and expenses of the Directors;
- (iii) any fees in respect of circulating details of the Net Asset Value, stamp duties, all taxes and VAT;
- (iv) secretarial fees;
- (v) any costs incurred in respect of meetings of Unitholders, marketing and distribution costs, investment transaction charges, costs incurred in respect of the distribution of income to Unitholders, pricing and bookkeeping costs, any amount payable under indemnity provisions contained in the Deed of Constitution or any agreement with any appointee of the Manager, all sums payable in respect of directors' and officers' liability insurance cover, brokerage or other expenses of acquiring and disposing of investments;
- (vi) the fees and expenses of the auditors, tax and legal advisers, regulatory fees, fees connected with listing the Funds on Euronext (where applicable) and the fees connected with registering the CCF for sale in other jurisdictions; and
- (vii) the fees and expenses in connection with obtaining and maintaining a credit rating for any Fund, Class or Units.

The costs of printing and distributing this Prospectus (including any Supplements), key investor information documents (**KIIDs**), reports, accounts and any explanatory memoranda, any necessary translation fees, the costs of publishing prices and any costs incurred as a result of periodic updates of the Prospectus or KIIDs, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law) may also be paid out of the assets of the CCF.

The costs of obtaining subsequent tax advice for the CCF will be applied on a *pro rata* basis to the Funds.

All recurring expenses and fees will be charged against current income or against realised and unrealised capital gains, or, where there is not sufficient income or capital gains to cover the fees and expenses of the CCF, against the assets of the CCF in such manner and over such period as the Manager may from time to time decide.

If a Fund invests a substantial proportion of its net assets in other CIS the maximum level of management fees that may be charged in respect of that Fund and to the other CIS in which it intends to invest will be set out in the relevant Supplement. Details of such fees will also be contained in the CCF's annual report.

When a Fund invests in the shares of other CIS and those other CIS 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 shall not charge subscription, conversion or redemption fees on account of the investment of the Fund in the shares of such other CIS.

### **9.3. Anti-Dilution Levy/ Duties & Charges**

The Manager reserves the right to impose an Anti-Dilution Levy to cover dealing costs and to preserve the value of underlying assets of a Fund in the event of receipt for processing of net subscription or redemption requests of a Fund, including as a result of requests for exchange from one Fund into another Fund which shall for this purpose be treated as a redemption request into another Fund (which shall for this purpose be treated as a subscription request). Any such provision will be determined by the Investment Manager as representing an appropriate figure for such purposes and will be agreed by the Manager and will be applied by way of an addition or deduction (as appropriate) when calculating the Issue Price and/or the Redemption Price for Units or by way of a deduction from the subscription monies received or the Redemption Proceeds payable for Units on any Dealing Day, when there are net subscriptions and/or redemptions (as appropriate). Any such sum will be paid into the account of the relevant Fund in such manner as set out in the Supplement.

### **9.4. Allocation of Fees**

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

## 10. TAXATION

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### 10.1. General

The following statements are by way of a general guide to potential Unitholders and Unitholders only and do not constitute tax advice. Unitholders and potential Unitholders are therefore advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding or otherwise redeeming Units under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

Unitholders and potential Unitholders should note that the following statements on taxation are based on advice received by the Manager regarding the law and practice in force in the relevant jurisdiction at the date of this document and proposed regulations and legislation in draft form. 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 CCF will endure indefinitely.

### 10.2. Ireland

#### Taxation of the CCF

The CCF is a common contractual fund as defined in section 739I of the TCA, in which the Unitholders by contractual arrangement participate in the property of the CCF as co-owners. The CCF is transparent for Irish tax purposes and does not have separate legal personality.

Section 739I of the TCA provides that a common contractual fund shall not be chargeable to tax in respect of its relevant income and relevant gains (relevant profits). Instead, the relevant profits of the common contractual fund shall be treated as arising, or as the case may be, accruing to each Unitholder of the common contractual fund in proportion to the value of the units beneficially owned by the Unitholder, as if the relevant profits had arisen or as the case may be, accrued, to the Unitholders in the common contractual fund without passing through the hands of the common contractual fund. This tax treatment is subject to each of the units of the common contractual fund

- (a) being an asset of a pension fund or being beneficially owned by a person other than an individual, or
- (b) being held by a depositary or trustee for the benefit of a person other than an individual.

It is the intention of the Manager that Units are not held by natural persons and that the CCF will be tax transparent. On the basis that the Units of the CCF are held by persons described above and the CCF is constituted other than under trust law and statute law, the CCF shall not be chargeable to tax in respect of its relevant profits. It is the intention of the Manager to manage the affairs of the CCF so that it does not become resident outside Ireland for the purposes of tax.

#### Taxation of Unitholders

Distributions, interest or gains derived from securities may be subject to taxes, including withholding taxes imposed by the country of source. The CCF has been constituted by the Manager with the objective that it would be viewed as tax transparent. Providing such tax transparency is respected where double taxation treaties apply, those treaties between the countries where the Unitholders and the investments are located will be relevant. The objective of the Manager is that the CCF may effectively be ignored for double taxation treaty purposes, although the Manager makes no representations or warranties as to the tax transparency of the CCF or its Funds in any jurisdictions.

The Unitholders in the CCF may not be able to benefit from a reduction in the rate of withholding tax and may not therefore be able to prevent withholding taxes being deducted or be able to reclaim withholding taxes suffered in particular countries. If this position changes in the future and the application for a higher or lower rate results in an additional payment of tax or a repayment to the relevant Fund of the CCF respectively, the Net Asset Value of the relevant Fund will not be restated

and the benefit or the cost will be allocated to the existing Unitholders of the relevant Fund rateably at the time of the adjustment.

### **Report to the Irish Revenue Commissioners**

The Manager is required in respect of each year of assessment, on or before of 28 February in the year following the year of assessment, to make a statement to the Irish Revenue Commissioners specifying:

- a) the total amount of relevant profits arising to the CCF in respect of its Units, and;
- b) in respect of each unit holder:
  - (i) the name and address of the Unitholder;
  - (ii) the amount of the relevant profits to which the person is entitled, and
  - (iii) such other information as the Revenue Commissioners may require.

### **Tax Information**

Each Unitholder agrees, upon the Manager's request, to provide such tax-related information as is reasonably requested to enable the Manager to prepare any required tax returns to comply with tax reporting or other tax requirements.

### **Stamp duty**

No charge to stamp duty arises on the subscription or redemption of units in a CCF. As a CCF is a contractual asset pooling arrangement and does not have a separate legal personality, no charge to Irish stamp duty should arise where assets are transferred into a CCF in exchange for the issue of a proportionate number of assets assuming that there has been no change in the beneficial ownership of the assets.

No Irish stamp duty will be payable by the CCF 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 incorporated or registered in Ireland and provided the conveyance or transfer does not relate to any immovable property or to any stocks or marketable securities of a company (other than a company which is a collective investment undertaking within the meaning of Section 739B TCA) which is registered in Ireland.

### **Capital acquisitions tax**

No Irish gift tax or inheritance tax (capital acquisitions tax) liability will arise on a gift or inheritance of Units provided that at the date of the disposition the transferor is neither domiciled nor ordinarily resident in Ireland and at the date of the gift or inheritance the transferee of the Units is neither domiciled nor ordinarily resident in Ireland; and the Units are comprised in the disposition at the date of the gift or inheritance and the valuation date.

**THE TAX AND OTHER MATTERS DESCRIBED IN THIS MEMORANDUM DO NOT CONSTITUTE, AND SHOULD NOT BE CONSIDERED AS LEGAL OR TAX ADVICE TO PROSPECTIVE UNITHOLDERS**

### **10.3. United Kingdom**

To the best of the Manager's knowledge and belief, the information below is a general statement of current United Kingdom (UK) tax law and practice at the date of this Prospectus; which is subject to change in content and interpretation. Before making an investment in the CCF, prospective investors are advised to consult their own independent counsel regarding legal and tax implications of this investment.

This summary does not constitute legal or tax advice, and it does not describe the taxation treatment of UK Unitholders which are tax exempt or subject to special tax regimes. Unitholders are strongly advised to consult their professional advisers as to their own tax position.

The following statements on taxation are based on advice received by the Manager regarding the law and practice in force in the relevant jurisdiction at the date of this document.

## **The CCF**

The Manager and the Investment Manager intend, as far as possible, to conduct the affairs of the CCF so as to minimise any liability of the CCF to UK taxation. Accordingly, the CCF will be managed with the intention that it does not become resident in the UK for any UK taxation purposes, or otherwise create a taxable presence in the UK for any of its Unitholders.

It is anticipated that the CCF should be treated as a transparent entity for UK tax purposes as regards its income. It is the intention of the Directors of the Manager that the CCF will not be carrying on activities that amount to a trade (as opposed to investment) in the UK. Even if the CCF were seen as trading in the UK, it is intended that the affairs of the CCF, the Manager and the Investment Manager will be arranged such that the conditions of the so-called United Kingdom Investment Manager Exemption will be satisfied and, therefore, the Investment Manager should not constitute a UK permanent establishment for the CCF or the Unitholders. This cannot be guaranteed, however. Accordingly, and provided that the CCF does not carry on a trade in the UK through a permanent establishment situated there or a branch or agency, the CCF should not be liable to UK tax on UK source income, although taxation (if any), should occur at the level of its Unitholders.

The CCF is subject to section 103D Taxation of Chargeable Gains Act 1992 ("TCGA"), this section of legislation only applies for the purposes of TCGA, which is the UK statute governing the taxation of capital gains, and for no other tax act. Consequently, a CCF is to be treated as a company only for the purposes of considering capital gains taxation. TCGA does not deal with matters of income taxation, and consequently this section does not affect the income transparency of a CCF.

The CCF may be liable to transfer taxes on acquisitions and disposals of investments. In the UK, stamp duty or Stamp Duty Reserve Tax at a rate of 0.5% will be payable by the CCF on the acquisition of shares in companies that are either incorporated in the UK or that maintain a share register in the UK. This could also apply to UK shares contributed into the CCF by Unitholders.

In summary the CCF should be considered as tax transparent for UK income tax purposes and tax opaque for UK capital gains tax purposes.

## **Unitholders**

The following summary applies to Unitholders holding Units in the CCF who are resident in the UK.

It does not apply to Unitholders holding Units as trading assets, or Unitholders that are tax exempt or subject to special tax regimes.

For both UK income tax and corporation tax purposes it is likely that the CCF will be treated as transparent as regards its income. As such, UK Unitholders will be liable to income tax or corporation tax as income arises to the CCF from its underlying assets, regardless of whether such income is actually distributed. Such income will retain its original character in the hands of UK Unitholders, the nature of which will determine whether any dividend tax credits are available for Unitholders subject to income tax, whether other UK or foreign tax credits are available to UK Unitholders generally, and whether any distribution exemptions apply for Unitholders subject to corporation tax.

Such income may be subject to withholding taxes when paid or credited to the CCF from the territory in which it arises, subject to the ability of any UK Unitholder to claim the benefit of a double taxation agreement between the UK and the territory in which the source income arises. Such taxes may include UK income tax withheld on certain forms of UK source income.

As of the date of this Prospectus, a holding in the CCF will be treated as opaque for capital gains tax purposes, i.e. as if it were a holding of shares in an offshore company for UK capital gains tax purposes. As such, capital gains or losses realised by the CCF upon disposal of its underlying investments will not be subject to, or available for relief from UK tax in the hands of the Unitholder as and when they arise to the CCF. Instead, a disposal or redemption of Units in the CCF will become

a chargeable disposal for UK capital gains tax purposes. Please note that this only applies to UK taxable Unitholders.

Those Unitholders subject to corporation tax on chargeable gains are themselves treated as owning a capital gains asset comprised of a holding in an offshore fund, and thus the position of the CCF with regard to UK reporting fund status may be relevant to the taxation of such a Unitholder.

The attention of Unitholders subject to UK capital gains tax is also drawn to Section 3 of the Taxation of Chargeable Gains Act 1992, which could apply to any such Unitholders who when aggregated with that of persons connected with that Unitholder hold 25% or more of the Units in the CCF if, at the same time, the CCF is controlled in such a manner that if it were a company resident in the UK, it would be a "close company" for UK tax purposes. If applicable, these provisions could result in such a Unitholder being treated, for the purposes of UK tax, as if part of any gain accruing to the CCF had accrued to the Unitholder directly.

No UK stamp duty or Stamp Duty Reserve Tax should be payable by Unitholders on the purchase or sale of units. However, Unitholders are advised to confirm their tax position and the Stamp Duty Reserve Tax impact of investment into the CCF with their own tax adviser.

#### Capital Gains

As the CCF is deemed opaque for capital gains tax purposes, investors can expect to realise a capital gain in respect of the CCF only when they dispose of their interest in the CCF.

UK property or property-rich entities are not expected to comprise more than 40% of the CCF's investments.

#### Income

As the CCF is transparent for income taxation purposes, investors will be taxed on income as it arises in the CCF. This will be the case regardless of whether or not this income is actually distributed.

Investors resident in the UK for tax purposes should account for their investments in the CCF in accordance with annual tax reporting obligations.

### 10.4. **Other Jurisdictions**

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

Distributions, interest and gains (if any) derived from a CCF's securities and other investments may be subject to taxes, including withholding taxes imposed by the country of source. Where the tax transparency of the CCF is respected and double taxation treaties apply, those treaties between the countries where the Unitholders and the investments are located will generally be relevant. Despite any relevant treaty entitlements, Unitholders should be aware that it may not always be possible in practice or cost effective to apply for reduced rates in all markets.

The following is a summary of relevant tax law of certain jurisdictions. It does not constitute tax advice and Unitholders and potential investors are advised to consult their professional advisors concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of the Units under the laws of their country of incorporation, establishment, citizenship, residence or domicile, and in the light of their particular circumstances.

Further it does not purport to be a complete analysis of all tax considerations relating to the holding of Units. Unitholders and potential investors should consult their professional advisors concerning possible taxation or other consequences of purchasing, holding, selling, exchanging or otherwise

disposing of Units under the laws of their country of incorporation, establishment, citizenship, residence, ordinary residence or domicile.

The following statements on taxation are based on advice received by the Manager regarding the law and practice in force in the relevant jurisdiction at the date of this document. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the CCF is made will endure indefinitely as the bases for, and rates of, taxation can fluctuate.

### **South Africa**

Before making an investment in the CCF, prospective investors are advised to consult their own independent counsel regarding legal and tax implications of this investment.

The following statements on taxation are based on advice received by the Manager regarding the law and practice in force in the relevant jurisdiction at the date of this document.

The CCF will likely be considered a foreign partnership for South African tax purposes. The tax treatment is set out in section 24H of the SA Income Tax Act, and the general principle that a partnership is not treated as a separate legal entity or person for South African tax purposes.

As such Income received by the CCF will be deemed to have been received by the investors directly in proportion as prescribed by the relevant agreement. Interest and dividends received or accruing to the CCF should accrue directly to the investors at the time of accrual or receipt by the CCF.

South African investors should account for their investments in the CCF in accordance with annual tax reporting obligations.

### **Netherlands**

Before making an investment in the CCF, prospective investors are advised to consult their own independent counsel regarding legal and tax implications of this investment.

The following statements on taxation are based on advice received by the Manager regarding the law and practice in force in the relevant jurisdiction at the date of this document.

The Manager has applied for an Advance Tax Ruling Agreement with the Dutch tax to treat the CCF as tax transparent. The CCF should qualify as a tax transparent vehicle for Dutch tax purposes. As such Income received by the CCF will be deemed to have been received by the investors directly in proportion as prescribed by the relevant agreement. Interest and dividends received or accruing to the CCF should accrue directly to the investors at the time of accrual or receipt by the CCF. Dutch investors should account for their investments in the CCF in accordance with annual tax reporting obligations.

### **Switzerland**

Before making an investment in the CCF, prospective investors are advised to consult their own independent counsel regarding legal and tax implications of this investment. The following statements on taxation are based on advice received by the Directors regarding the law and practice in force in Switzerland at the date of this document.

In general, an Irish fund organised as a CCF shall be treated as fiscally transparent for the purposes of granting tax treaty benefits to Swiss Investors. Further, as it is not expected that the CCF will be considered a distributing fund for Swiss tax purposes, the CCF should be treated as tax transparent for Swiss income tax purposes. As such Income received by the CCF will be deemed to have been received by the investors directly in proportion as prescribed by the relevant agreement. Interest and dividends received or accruing to the CCF should accrue directly to the investors at the time of accrual or receipt by the CCF. Swiss investors should account for their investments in the CCF in accordance with annual tax reporting obligations.

## **10.5. Other Tax Matters**

## Tax Reclaims

Tax reclaims will be filed on behalf of Unitholders and may be recorded in the relevant class by accounting on an accrual basis. Therefore, reclaims may be shared at the time of origination amongst the existing Unitholders in a class of Units. The composition of Unitholders and/or their holdings in the class at the time at which reclaims are paid may change. Tax reclaims may be filed, provided the Unitholders are entitled to the benefits of a double taxation treaty and that transparency is recognised in both the investor's jurisdiction and the jurisdiction of the investments, in accordance with the confirmations received in any tax documentation completed by the investor. Tax reclaim filings may not be successful in some cases.

## Double Taxation Treaties

The income and/or gains of the CCF or a Fund from its securities and assets may suffer withholding and other taxes in the countries where such income and/or gains arise. It is not intended that the CCF will be able to benefit from double taxation agreements between Ireland and such countries. Instead, it is intended that the treaty between the Applicant's home country and country of investment would be applicable. However, this may not be the case for all Unitholders in every country of investment.

Unitholders participating in the same class of Units in a Fund must all be entitled to the same double taxation treaties allowing their unique withholding tax and tax reclaims to be isolated to those eligible to benefit from such treaties. Events which would cause an Unitholder's income entitlements to diverge from the other Unitholders within the class include:

- (a) lack of valid investor tax documentation for a particular market; and
- (b) divergence of tax treaty rates and domestic exemption applicability between Unitholders.

If a Unitholder that is a Non-U.S. Person lacks valid tax documentation to receive treaty benefits in a particular non-U.S. market and where it is not possible to re-solicit documentation prior to expiration, non-treaty rates may be applied to all Unitholders in the class for the undocumented market. If a Unitholder lacks valid tax documentation to receive treaty benefits in the U.S. or elsewhere, the Unitholder's Units in the class may be exchanged for Units in a non-treaty class until valid documentation is received by the Depository. When a Unitholder's withholding rate or tax reclaim rate diverges from the other Unitholders in the class due to changes in double tax treaties or domestic exemptions covering the Unitholder, the Unitholder's Units in a class may be exchanged by the Manager, in its discretion, for Units in a separate class.

## Compliance with U.S. Withholding Requirements

Sections 1471 through 1474 of FATCA impose a 30% withholding tax on certain payments to a foreign financial institution ("FFI") if that FFI is not compliant with FATCA. The CCF is a FFI and thus, subject to FATCA.

Beginning 1 July 2014, this withholding tax applies to payments to the CCF that constitute interest, dividends and other types of income from U.S. sources (such as dividends paid by a U.S. corporation) and beginning on 1 January 2017, this withholding tax is extended to the proceeds received from the sale or disposition of assets that give rise to U.S. source dividend or interest payments.

These FATCA withholding taxes may be imposed on payments to the CCF unless (i) the CCF becomes FATCA compliant pursuant to the provisions of FATCA and the relevant regulations, notices and announcements issued thereunder, or (ii) the CCF is subject to an appropriate Intergovernmental Agreement to improve international tax compliance and to implement FATCA ("IGA"). Ireland has signed an IGA with the U.S. and the CCF intends to comply with the terms of the IGA and local implementing regulations.

In order to comply with its FATCA obligations, the CCF will be required to obtain certain information from its Unitholders so as to ascertain their U.S. tax status. If the Unitholder is a specified U.S.

person (as defined in the U.S.-Irish IGA), U.S. owned non-U.S. entity, non-participating FFI (“NPFFI”) or does not provide the requisite documentation, the CCF may need to report information on these Unitholders to the appropriate tax authority, as far as legally permitted.

If a Unitholder or an intermediary through which it holds its interest in the CCF either fails to provide the CCF, its agents or authorised representatives with any correct, complete and accurate information that may be required for the CCF to comply with FATCA or is a NPFFI, the Unitholder may be subject to withholding on amounts otherwise distributable to the Unitholder, may be compelled to sell its interest in the CCF or, in certain situations, the Unitholder's interest in the CCF may be sold involuntarily. The CCF may at its discretion enter into any supplemental agreement without the consent of Unitholders to provide for any measures that the CCF deems appropriate or necessary to comply with FATCA.

Other countries are in the process of adopting tax legislation concerning the reporting of information. The CCF also intends to comply with such other similar tax legislation that may apply to the CCF, although the exact parameters of such requirements are not yet fully known. As a result, the CCF may need to seek information about the tax status of Unitholders under such other country's laws and each investor for disclosure to the relevant governmental authority.

Unitholders should consult their own tax advisors regarding the FATCA requirements with respect to their own situation. In particular, Unitholders who hold their shares through intermediaries should confirm the FATCA compliance status of those intermediaries to ensure that they do not suffer FATCA withholding tax on their investment returns.

#### OECD Common Reporting Standard

Ireland has provided for the implementation of CRS through section 891F of the TCA and the enactment of the Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the "CRS Regulations").

The CRS, which applies in Ireland from 1 January 2016, is a global OECD tax information exchange initiative which is aimed at encouraging a coordinated approach to disclosure of income earned by individuals and organisations.

Ireland and a number of other jurisdictions have entered or will enter into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the OECD. It is expected that the CCF will be treated as a Financial Institution for CRS purposes and from 1 January 2016, the CCF will be required to provide certain information to the Irish Revenue Commissioners about investors resident or established in jurisdictions which are party to CRS arrangements.

The CCF, or a person appointed by the CCF, will request and obtain certain information in relation to the tax residence of its Unitholders or "account holders" for CRS purposes and (where applicable) will request information in relation to the beneficial owners of any such account holders. The CCF, or a person appointed by the CCF, will report the information required to the Revenue Commissioners by 30 June in the year following the year of assessment for which a return is due. The Revenue Commissioners will share the appropriate information with the relevant tax authorities in participating jurisdictions. Ireland introduced CRS Regulations in December 2015 and implementation of CRS among early adopting countries occurred with effect from 1 January 2016.

#### EU Mandatory Disclosure Rules

On 25 May 2018, the European and Financial Affairs Council (“**ECOFIN**”) formally adopted Council Directive 2018/822 which relates to the mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (the

“Directive”), also known as “DAC6”. The main goals of DAC6 are to strengthen tax transparency and to fight against what is regarded as aggressive cross-border tax planning.

DAC6 imposes mandatory reporting requirements on EU-based tax advisors, accountants, lawyers, banks, financial advisors and other intermediaries who design, market, organise, make available for implementation or manage the implementation of potentially aggressive cross-border tax planning schemes. It also covers persons who provide aid, assistance or advice in relation to potentially aggressive cross-border tax-planning schemes, where they can be reasonably expected to know that they have performed that function. If the intermediary is located outside the EU or is bound by legal professional privilege, the obligation to report can pass to the CCF in certain instances, as the taxpayer, or the Manager who itself may be viewed as an intermediary.

An arrangement is reportable if it falls within certain hallmarks. These hallmarks are very broadly defined and have the potential to capture a wide range of transactions.

Ireland transposed the Directive into its national laws by Chapter 3A, Part 33 of the Taxes Act, which was introduced by section 67 of Finance Bill 2019.

Reportable transactions, where the first implementation step of a cross-border arrangement occurred between 1 July 2020 and 31 December 2020, were required to be reported by 31 January 2021. Reportable transactions, where the first implementation step of a cross-border arrangement occurred between 25 June 2018 and 1 July 2020, were required to be reported by 28 February 2021.

Any reportable transactions that occur from 1 January 2021 are required to be reported within 30 days.

In the event that the Manager and/or CCF enters into a reportable transaction, the Manager, who may be regarded as an intermediary for DAC6 purposes, may be required to obtain certain information from Unitholders in order to disclose the relevant transaction to the Revenue Commissioners. In addition, the Manager may be required to disclose certain details on Unitholders to the Revenue Commissioners as part of their reporting obligations.

## OECD Mandatory Disclosure Rules

Exchanges under the CRS amongst the over one hundred participating jurisdictions demonstrate the strengthening of international tax transparency and the continued commitment of jurisdictions to tackle offshore tax evasion. In May 2017, G7 Finance Ministers called on the OECD to start "discussing possible ways to address arrangements designed to circumvent reporting under the Common Reporting Standard or aimed at providing beneficial owners with the shelter of non-transparent structures". On 27 June 2019, with the aim of bolstering the overall integrity of the CRS, the OECD released an international legal and operational exchange framework for CRS-related mandatory disclosure rules in order to support the automatic exchange of information collected under their Mandatory Disclosure Rules on CRS Avoidance Arrangements and Opaque Offshore Structures ("**OECD MDR**"). This OECD framework should not be confused with the DAC6 framework, its scope is much narrower, there are only two categories of hallmark but the transitional period is much wider meaning that retrospective reporting may be much more administratively burdensome. EU members must implement DAC6, however jurisdictions can choose whether to implement the OECD MDR.

Key highlights of the OECD MDR implementation framework include the requirement to disclose arrangements made on or after 29 October 2014 within 180 days from the date the rules are effective (however, there is a de minimis threshold for financial accounts with an aggregate balance of less than one million dollars provided they fall on or after 29 October

but before the rules are effective) and the timeline for disclosures (post implementation of the rules) is 30 days after the time the arrangement is first made available or the time the services are provided in relation to the arrangement.

## 11. GENERAL INFORMATION

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### 11.1. Reports and Accounts

The CCF's year-end is 30 June in each year. The annual report and audited accounts of the CCF will be made available to Unitholders within four months after the conclusion of each accounting year and at least 21 days before the general meeting of the CCF at which they are to be submitted for approval. In any event, the annual report and audited accounts of the CCF will be made available to Unitholders or prospective Unitholders on request. The CCF will also prepare semi-annual report and unaudited accounts which will be made available to Unitholders within two months after the six month period ending on 31 December in each year.

### 11.2. Allocation of Assets and Liabilities

The Deed of Constitution requires the Manager to establish separate Funds (under which the liabilities of each Fund, including any liabilities to third parties, shall be segregated and liabilities which are attributable to one particular Fund shall not be applied or discharged by another Fund and the CCF as a whole is not liable to third parties) in the following manner:

- (a) the records and accounts of each Fund shall be maintained separately in the Base Currency;
- (b) the proceeds from the issue of each class of Units shall be applied in the records and accounts of the relevant Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to such Fund;
- (c) where any asset is derived from any other asset (whether cash or otherwise), the derived asset shall be applied in the records and accounts of the same Fund as the asset from which it was derived and on each revaluation of an asset the increase or diminution in value shall be applied to the relevant Fund;
- (d) in the case of any asset of the CCF (or amount treated as notional asset) which the Manager does not consider as attributable to a particular Fund or Funds, the Manager shall have discretion to determine the basis upon which such asset shall be allocated between Funds (including conditions as to the subsequent re-allocation thereof if circumstances so permit) and the Manager shall have the power at any time, and from time to time, subject to the prior approval of the Depositary, to vary such basis provided that the approval of the Depositary shall not be required in any case where the asset is allocated between all Funds, *pro rata* to their Net Asset Value, at the time when the allocation is made;
- (e) each Fund shall be charged with the liabilities, expenses, costs, charges or reserves in respect of, or attributable to, that Fund. In the case of any liability of the CCF (or amount treated as a notional liability) which the Manager does not consider as attributable to a particular Fund or Funds the Manager shall have discretion to determine the basis upon which any liability shall be allocated between Funds (including conditions as to the subsequent re-allocation thereof if circumstances so permit) and shall have the power at any time and from time to time, subject to the prior approval of the Depositary, to vary such basis provided that the approval of the Depositary shall not be required in any case where the liability is allocated between all Funds *pro rata* to their Net Asset Values, at the time when the allocation is made in such a manner as the Manager in its discretion deems fair and equitable;
- (f) the assets of each Fund shall belong exclusively to that Fund, shall be recorded in the books and records maintained for the Fund as being held for that Fund and separately from the assets of other Funds, the Depositary or any of its agents, shall not be used to discharge directly or indirectly the liabilities of or claims against any other Fund, undertaking or entity and shall not be available for any such purpose.

### 11.3. Duration of the CCF

The CCF and each of the Funds have been established for an unlimited period. However, the CCF or any of its Funds or any Class of Units may be terminated by the Manager upon the giving of 90 days' notice in writing at any time to Unitholders.

11.3.1. Without limitation to the foregoing, the Depositary may by notice in writing to the Manager terminate the CCF or any of its Funds or any Class of Units upon the occurrence of any of the following events, namely:

- (a) if the Manager is removed and within a period of three months from the occurrence of such event no manager satisfactory to the Central Bank has been appointed;
- (b) if any law shall be passed which renders it illegal or in the reasonable opinion of the Depositary impracticable or inadvisable to continue the CCF or any of its Funds or Class of Units, whichever is being terminated; or
- (c) if within a period of ninety days from the date of the Depositary expressing in writing to the Manager its desire to retire the Manager shall have failed to appoint a new depositary.

11.3.2. The CCF or any of its Funds or any Class of Units, as applicable, may be terminated by the Manager in its absolute discretion by notice in writing to the Unitholders as hereinafter provided in any of the following events, namely:

- (a) if at any time the Net Asset Value of all of the Funds or of any Fund shall be less than the applicable Minimum Fund Size or its foreign currency equivalent;
- (b) if the CCF shall cease to be an authorised Common Contractual Fund under the Regulations or if any of its Funds shall cease to be approved by the Central Bank;
- (c) if any law shall be passed which renders it illegal or in the reasonable opinion of the Manager impracticable or inadvisable to continue the CCF or any of its Funds or any Class of Units, whichever is being terminated;
- (d) if within a period of three months from the date of the Manager expressing in writing to the Depositary its desire to retire, a replacement manager shall not have been appointed;
- (e) if within a period of ninety (90) days from the date of the Investment Manager expressing in writing to the Manager its desire to retire, the Manager shall have failed to appoint a new investment manager; or
- (f) if, in the opinion of the Manager, such termination is in the best interests of the relevant Unitholders.

The party terminating the CCF or a Fund or Class shall give notice to the Unitholders and by such notice fix the date on which such termination is to take effect which date shall not be less than 30 days after the service of such notice. After the giving of notice of such termination the party terminating the CCF or Fund or Class shall procure the sale of all investments then remaining in the hands of the Depositary or of the Depositary's nominee as part of the CCF or the relevant Fund or attributable to a Class of Units and such sale shall be carried out and completed in such manner and within such period before or after the termination of the CCF or Fund or Class of Units as the Manager and the Depositary think desirable.

The Manager shall also apply to the Central Bank for revocation of approval of the CCF or the relevant Fund as the case may be.

#### 11.4. **Litigation and Arbitration**

As at the date of this Prospectus the CCF has not been involved in any litigation or arbitration nor are the Directors aware of any pending or threatened litigation or arbitration.

#### 11.5. **Deed of Constitution**

A copy of the Deed of Constitution may be obtained from the Manager or may be inspected during normal business hours at the registered office of the Manager free of charge.

The Depositary and the Manager shall, subject to the prior approval of the Central Bank, be entitled by supplemental deed to amend the provisions of the Deed of Constitution by way of modification, alteration or addition in such manner and to such extent as the Manager may consider necessary for any purpose other than when it would cause the CCF to cease to be an authorised common contractual fund. Unless the Depositary shall certify in writing that in its opinion such amendment does not prejudice the interest of any of the Unitholders and does not operate to release the Depositary or the Manager from any responsibility to the Unitholders, or unless such amendment shall be required by virtue of legislation, any regulation made or notice issued by the Central Bank under the Regulations, no such amendment shall be made without the prior written consent of Unitholders holding more than 50% of the Units in issue in the Fund or, in the case of an amendment affecting only one or more Funds, the relevant Fund or Funds and provided also that no such amendment shall impose upon any Unitholder any obligation to make any further payment in respect of its Units or to accept any liability in respect thereof.

For the avoidance of doubt, any amendment to the list of Regulated Markets set out in the Deed of Constitution shall not require the approval of the Unitholders of the CCF.

Any modification, alteration or addition to the provisions of the Deed of Constitution may only be made in accordance with the requirements of the Central Bank.

#### 11.6. **Material Contracts**

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

- (a) the Investment Management Agreement dated 29 October 2015 between the Manager and the Investment Manager; this agreement provides that the appointment of the Investment Manager as investment manager will continue in force unless and until terminated by either party giving to the other 90 days' notice in writing although in certain circumstances the agreement may be terminated forthwith by notice in writing by either party to the other. Under this agreement, the Investment Manager shall not be liable to the Manager or any Unitholders or otherwise for any actions, proceedings, claims, demands, losses, liabilities, damages, costs or expenses (including legal and professional fees and expenses) suffered by the Manager or any such Unitholder unless such loss arises from the negligence, fraud, bad faith, or wilful default in the performance or non-performance by the Investment Manager or persons designated by it of its obligations or duties under the agreement or breach of contract on the part of the Investment Manager or any of its agents or delegates or their agents;
- (b) the Depositary Agreement between the Manager and the Depositary dated 5 October 2016 under which the Depositary was appointed as depositary of the CCF's assets subject to the overall supervision of the Manager. The Depositary will be entitled to receive a fee as described in the section of this Prospectus entitled "Charges and Expenses; Depositary". The Depositary Agreement may be terminated by either party on giving 90 days' prior written notice to the other party. The Depositary Agreement may also be terminated by either party forthwith by giving notice in writing to the other party upon certain breaches as outlined in the Depositary Agreement or upon the insolvency of either party. The Manager may not terminate the appointment of the Depositary and the Depositary may not retire from such appointment unless and until a successor depositary approved by the Central Bank has been appointed with the prior approval of the Central Bank or where the Depositary is no longer permitted to act as a depositary by the Central Bank.

The Depositary shall be liable to the Manager, or to the Unitholders, for all losses suffered by them as a result the Depositary's negligent or intentional failure to properly fulfil its obligations as set out in the Depositary Agreement and the UCITS Directive. The Depositary shall be liable to the Manager and to the Unitholders, for the loss by the Depositary or a duly appointed third party of any financial instruments held in custody (determined in accordance with the UCITS Directive) and shall be responsible for the return of financial instruments or corresponding amount to the Sub-Fund without undue delay. The Depositary Agreement contains indemnities in favour of the Depositary for certain losses incurred but excluding circumstances where the Depositary is liable for the losses incurred. The Depositary Agreement shall be governed by the laws of Ireland and the courts of Ireland shall have non-exclusive jurisdiction to hear any disputes or claims arising out of or in connection with the Depositary Agreement.

- (c) The Administration Agreement between the Manager and the Administrator dated 29 October 2015 under which the latter was appointed as Administrator to administer the affairs of the CCF, subject to the terms and conditions of the Administration Agreement and subject to the overall supervision of the Manager. The Administration Agreement may be terminated by either party on 90 days' written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice. The Agreement provides that the Manager shall out of the Fund's assets indemnify the Administrator and its delegates, agents and employees against and hold it harmless from any actions, proceedings, damages, claims, costs, demands and expenses including legal and professional expenses brought against or suffered or incurred by the Administrator in the performance of its duties other than due to the negligence, fraud, bad faith or wilful default of the Administrator in the performance of its obligations.

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

#### 11.7. **Miscellaneous**

As of the date of this Prospectus, the CCF does not have any loan capital (including term loans) outstanding or created but unissued or any outstanding mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts, liabilities under acceptance or acceptance credits, hire purchase or finance lease commitments, guarantee or other contingent liabilities which are material in nature.

Save as may result from the entry by the Manager into the agreements listed under the section entitled Material Contracts above or any other fees, commissions or expenses discharged, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the CCF.

Save as disclosed under the Portfolio Transactions and Conflicts of Interest section above, no commissions, discounts, brokerages or other special terms have been paid or granted or are payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Units or loan capital of the CCF.

#### 11.8. **Documents Available for Inspection**

The following documents may be provided in a durable medium (which shall include in writing and/or by electronic mail).

A copy in writing of such documents shall be provided to Unitholders on request, free of charge:

- The Prospectus and any relevant Supplement;
- Once published, the latest annual and half yearly reports of the CCF;
- Key investor information document (KIID)

In addition, copies of the following documents may be obtained free of charge from the registered office of the Manager in Ireland during normal business hours, on any Business Day:

- The Deed of Constitution
- Once published, the latest annual and half yearly reports of the CCF

An up-to-date version of the KIID shall be made available for access in an electronic format on the following website: [www.resolutioncapital.com.au](http://www.resolutioncapital.com.au)

In the event that the Manager proposes to register one or more Funds for public offering in other EU Member States, it shall make the following additional documentation available in a durable medium.

- The Supplement
- Once published, the latest annual and half yearly reports of the CCF
- The Deed of Constitution

They are also available on [www.resolutioncapital.com.au](http://www.resolutioncapital.com.au)

#### 11.9. **UK Facilities Agent**

UK investors can contact the UK facilities agent KB Associates Consulting (UK) LLP of 42 Brook Street, London W1K 5DB for details regarding pricing and redemption, making a complaint and for the inspection (free of charge) and for the obtaining of copies in English of the Deed of Constitution (free of charge), the Prospectus (as amended and supplemented) and the relevant Supplement for each Fund, the relevant Key Investor Information Document for each Fund (free of charge) and the latest annual and semi-annual reports of the CCF (at no more than a reasonable charge).

**MANAGER**

KBA Consulting Management Limited  
5 George's Dock  
IFSC  
Dublin 1  
Ireland

**DIRECTORS**

Mike Kirby  
Peadar De Barra  
Barry Harrington  
Andrew Kehoe  
John Oppermann  
Samantha McConnell

**ADMINISTRATOR**

State Street Fund Services  
(Ireland ) Limited  
78 Sir John Rogerson's Quay  
Dublin 2  
Ireland

**PROMOTER, INVESTMENT  
MANAGER**

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Australia Square Tower  
264 George Street  
Sydney  
NSW 2000  
Australia

**DEPOSITARY**

State Street Custodial Services  
(Ireland) Limited  
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Dublin 2  
Ireland

**AUDITORS**

PricewaterhouseCoopers  
One Spencer Dock  
North Wall Quay  
Dublin 1  
Ireland

**SECRETARY TO THE MANAGER**

Clifton Fund Consulting Limited  
(trading as KB Associates)  
5 George's Dock  
IFSC  
Dublin 1  
Ireland

**IRISH LEGAL ADVISERS**

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

**TAX ADVISERS**

PricewaterhouseCoopers  
One Spencer Dock  
North Wall Quay  
Dublin 1  
Ireland

**UK FACILITIES AGENT**

KB Associates Consulting (UK) LLP  
42 Brook Street  
London W1K 5DB  
UK

## 13. APPENDIX 1

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### The Regulated Markets

With the exception of permitted investments in unlisted investments and over-the-counter derivative instruments, the investments of any Fund will be restricted to the following exchanges and markets:

(i) any stock exchange which is:-

located in any Member State of the European Union; or

located in any Member State of the European Economic Area (EEA) (Norway, Iceland and Liechtenstein); or

located in any of the following countries:-

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

any of the following stock exchanges or markets:-

- |            |   |                                    |
|------------|---|------------------------------------|
| Argentina  | - | Bolsa de Comercio de Buenos Aires  |
| Argentina  | - | Bolsa de Comercio de Cordoba       |
| Argentina  | - | Bolsa de Comercio de Rosario       |
| Bahrain    | - | Bahrain Stock Exchange             |
| Bangladesh | - | Dhaka Stock Exchange               |
| Bangladesh | - | Chittagong Stock Exchange          |
| Bermuda    | - | Bermuda Stock Exchange             |
| Botswana   | - | Botswana Stock Exchange            |
| Brazil     | - | Bolsa de Valores do Rio de Janeiro |
| Brazil     | - | Bolsa de Valores de Sao Paulo      |
| Chile      | - | Bolsa de Comercio de Santiago      |
| Chile      | - | Bolsa Electronica de Chile         |
| Chile      | - | Bolsa de Valparaiso                |

Peoples' Rep. of China	-	Shanghai Securities Exchange
	-	Shenzhen Stock Exchange
Colombia	-	Bolsa de Bogota
Colombia	-	Bolsa de Medellin
Colombia	-	Bolsa de Occidente
Ecuador	-	Guayaquil Stock Exchange
Egypt	-	Alexandria Stock Exchange
Egypt	-	Cairo Stock Exchange
Ghana	-	Ghana Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Delhi Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
Indonesia	-	Jakarta Stock Exchange
Indonesia	-	Surabaya Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Ivory Coast	-	Bourse des Valeurs d'Abidjan
Jordan	-	Amman Financial Market
Kazakhstan (Rep. Of)	-	Central Asian Stock Exchange
Kazakhstan (Rep. Of)	-	Kazakhstan Stock Exchange
Kenya	-	Nairobi Stock Exchange
Lebanon	-	Beirut Stock Exchange
Malaysia	-	Kuala Lumpur Stock Exchange
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Mexico	-	Mercado Mexicano de Derivados
Morocco	-	Societe de la Bourse des Valeurs de Casablanca
New Zealand	-	New Zealand Stock Exchange
Nigeria	-	Nigerian Stock Exchange
Pakistan	-	Islamabad Stock Exchange
Pakistan	-	Karachi Stock Exchange
Pakistan	-	Lahore Stock Exchange
Peru	-	Bolsa de Valores de Lima

Philippines	-	Philippine Stock Exchange
Russia	-	Moscow Stock Exchange
Russia	-	Russian Trading System
Russia	-	Moscow Interbank Currency Exchange
Singapore	-	Singapore Stock Exchange
South Africa	-	Johannesburg Stock Exchange
South Africa	-	South African Futures Exchange
South Africa	-	Bond Exchange of South Africa
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
Taiwan		
(Republic of China)	-	Taiwan Futures Exchange
Thailand	-	Stock Exchange of Thailand
Thailand	-	Market for Alternative Investments
Thailand	-	Bond Electronic Exchange
Thailand	-	Thailand Futures Exchange
Tunisia	-	Bourse des Valeurs Mobilieres de Tunis
Turkey	-	Istanbul Stock Exchange
Turkey	-	Turkish Derivatives Exchange
Ukraine	-	Ukrainian Stock Exchange
Uruguay	-	Bolsa de Valores de Montevideo
Uruguay	-	Bolsa Electronica de Valores del Uruguay SA
Venezuela	-	Caracas Stock Exchange
Venezuela	-	Maracaibo Stock Exchange
Venezuela	-	Venezuela Electronic Stock Exchange
Zambia	-	Lusaka Stock Exchange

(ii) any of the following markets:

MICEX (equity securities that are traded on level 1 or level 2 only);

RTS1 (equity securities that are traded on level 1 or level 2 only);

RTS2 (equity securities that are traded on level 1 or level 2 only);

the market organised by the International Capital Market Association;

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

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

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

NASDAQ in the United States;

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

The over-the-counter market in the United States regulated by the National Association of Securities Dealers Inc. (also described as the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers (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);

NASDAQ Europe (is a recently formed market and the general level of liquidity may not compare favourably to that found on more established exchanges);

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

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

(iii) All derivatives exchanges on which permitted FDIs may be listed or traded:

in a Member State;

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

in the United Kingdom;

in the United States of America, on the

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

in China, on the Shanghai Futures Exchange;

in Hong Kong, on the Hong Kong Futures Exchange;

in Japan, on the

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

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

in Singapore, on the

- Singapore International Monetary Exchange;
- Singapore Commodity Exchange.

These exchanges and markets are listed in accordance with the requirements of the Central Bank which does not issue a list of approved exchanges and markets.

## 14. APPENDIX 2 - ADDITIONAL INFORMATION FOR UNITED KINGDOM INVESTORS

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### General

This Appendix should be read in conjunction with the Prospectus, of which it forms part. References to the Prospectus are to be taken as references to this document as may supplemented or amended from time to time.

Information relating to the fees and expenses payable by investors is set out in the section entitled **Fees and Expenses**. The attention of prospective investors is drawn to the information relating to fees and expenses set out therein.

The CCF is registered under the FCA's Temporary Marketing Permissions Regime following the UK's withdrawal from the European Union. The Prospectus will be made available to investors in the United Kingdom by or on behalf of the CCF from KB Associates Consulting (UK) LLP

### Important

A United Kingdom investor who enters into an investment agreement with the Manager to acquire Units in response to the Prospectus will not have the right to cancel the agreement under the cancellation rules made by the FCA in the United Kingdom because that investor will not have received any advice in relation to an investment in the CCF or the relevant Fund. The agreement will be binding upon acceptance of the order by the Manager acting on behalf of the CCF or the relevant Fund.

The Manager acting on behalf of the CCF does not carry on any regulated activities from a permanent place of business in the United Kingdom and United Kingdom investors are advised that most of the protections afforded by the United Kingdom regulatory system will not apply to an investment in the CCF or the relevant Fund. Unitholders in the CCF may not be protected by the Financial Services Compensation Scheme established in the United Kingdom.

Any investor wishing to make a complaint regarding any aspect of the CCF, a relevant Fund or its/their operations may do so directly to the Manager or to KB Associates Consulting (UK) LLP.

Potential investors should note that the investments of the CCF and the relevant Fund are subject to normal market fluctuations and other risks inherent in investing in shares and other securities, in addition to the additional risks associated with investment in certain of the Funds, as described in the section entitled Investment Objective and Policies of the Prospectus and in the Supplements for the relevant Fund.

The value of investments and the income from them, and therefore the value of, and income from, Units of each Class relating to each Fund can go down as well as up and an investor may not get back the amount he invests. Changes in exchange rates between currencies may also cause the value of the investment to diminish or increase.

The Net Asset Value per Units for each Fund will be published in its respective Base Currency.

### Application and Redemption Procedures

The attention of investors is drawn to the application and redemption procedures contained in the Prospectus and the relevant Supplement in particular with regard to the deadlines for the relevant Funds. Application and redemption requests should be sent to the Administrator in Ireland details of which are contained on the Subscription Agreement.