

**IMPORTANT: IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISER.**

Maitland Institutional Services Ltd, the authorised corporate director of the Company, is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained herein does not contain any untrue or misleading statement or omit any matters required by the Collective Investment Schemes Sourcebook to be included in it. Maitland Institutional Services Ltd accepts responsibility accordingly.

**momentum**

**PROSPECTUS**

**OF**

**MI MOMENTUM INVESTMENT FUNDS**

**(A UCITS scheme open-ended investment company  
incorporated with limited liability and registered in England and Wales  
under registered number IC000851)**

This document constitutes the Prospectus for MI Momentum Investment Funds which has been prepared in accordance with the Collective Investment Schemes Sourcebook (COLL) and the Investment Funds Sourcebook (FUND), which forms part of the FCA Handbook, and complies with the requirements of COLL 4.2.5R.

This Prospectus is dated, and is valid as at 1 August 2017.

Copies of this Prospectus have been sent to the Financial Conduct Authority and the Depositary.

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**Important information**

No person has been authorised by the Company or the ACD to give any information or to make any representations in connection with the offering of Shares other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been made by the Company or the ACD. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of Shares shall not, under any circumstances, create any implication that the affairs of the Company have not changed since the date hereof.

The distribution of this Prospectus and the offering of Shares in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required by the Company to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The Shares have not been and will not be registered in the United States of America under any applicable legislation. They may not be offered or sold in the United States of America, any state of the United States of America or in its territories and possessions or offered or sold to US persons. The Company and the ACD have not been and will not be registered in the United States of America under any applicable legislation.

The Company and the ACD do not permit US person(s) ("US person" is a national, Citizen or resident of the United States of America or a corporation or partnership organised under the laws of the United States of America or having a principal place of business in the United States of America) to apply for Shares, nor do the Company and the ACD allow others to apply for Shares on behalf of US persons or to apply for Shares in order to further offer, sell or transfer such Shares directly or indirectly to US persons as described above.

Potential investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any other matters and are recommended to consult their own professional advisers concerning the acquisition, holding or disposal of Shares.

The provisions of the Instrument of Incorporation are binding on each of the Shareholders and a copy of the Instrument of Incorporation is available on request from Maitland Institutional Services Ltd.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by Maitland Institutional Services Ltd.

The distribution of this Prospectus in certain jurisdictions may require that this Prospectus is translated into the official language of those countries. Should any inconsistency arise between the translated version and the English version, the English version shall prevail.

This Prospectus is based on information, law and practice at the date hereof. The Company and ACD cannot be bound by an out of date prospectus when a new version has been issued and investors should check with Maitland Institutional Services Ltd that this is the most recently published prospectus.

Except for the information about itself as Depositary for which the Depositary is responsible, the Depositary is not responsible for the information contained in this Prospectus and accordingly does not accept any responsibility for such information under the FCA Regulations or otherwise

**Important: If you are in any doubt about the contents of this Prospectus you should consult your Financial Adviser.**

1. **DEFINITIONS**

<b>"ACD"</b>	Maitland Institutional Services Ltd, the authorised corporate director of the Company
<b>"ACD Agreement"</b>	An agreement between the Company and the ACD
<b>"Approved Bank"</b>	(in relation to a bank account opened by the Company): <ul style="list-style-type: none"> <li>(a) if the account is opened at a branch in the United Kingdom: <ul style="list-style-type: none"> <li>(i) the Bank of England; or</li> <li>(ii) the central bank of a member state of the OECD; or</li> <li>(iii) a bank; or</li> <li>(iv) a building society; or</li> <li>(v) a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or</li> </ul> </li> <li>(b) if the account is opened elsewhere: <ul style="list-style-type: none"> <li>(i) a bank in (a); or</li> <li>(ii) a credit institution established in an EEA State other than in the United Kingdom and duly authorised by the relevant Home State Regulator; or</li> <li>(iii) a bank which is regulated in the Isle of Man or the Channel Islands; or</li> <li>(iv) a bank supervised by the South African Reserve Bank</li> </ul> </li> </ul>
<b>"Auditor"</b>	KPMG LLP, or such other entity as is appointed to act as auditor to the Company from time to time
<b>"business day"</b>	a day on which the London Stock Exchange is open. If the London Stock Exchange is closed as a result of a holiday or for any other reason, or there is a holiday elsewhere or other reason which impedes the calculation of the fair market value of the Sub-fund's portfolio of securities or

a significant portion thereof, the ACD may decide that any business day shall not be construed as such

<b>“Class” or “Classes”</b>	in relation to Shares, means (according to the context) all of the Shares related to a single Sub-fund or a particular class or classes of Share related to a single Sub-fund
<b>“COLL”</b>	refers to the appropriate chapter or rule in the COLL Sourcebook
<b>“COLL Sourcebook”</b>	the Collective Investment Schemes Sourcebook issued by the FCA as amended from time to time
<b>“Company”</b>	MI Momentum Investment Funds
<b>“Dealing Day”</b>	Monday to Friday where these days are business days, between the hours of 8.30 a.m. to 4.30 p.m.
<b>“Depositary”</b>	the person to whom is entrusted the safekeeping of all the Scheme Property, being National Westminster Bank Plc, or such other entity as is appointed to act as Depositary
<b>“Director” or “Directors”</b>	the directors of the Company from time to time (including the ACD)
<b>“EEA State”</b>	a member state of the European Union and any other state which is within the European Economic Area
<b>“Efficient Portfolio Management” or “EPM”</b>	<p>investment techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria:</p> <p>(a) they are economically appropriate in that they are realised in a cost effective way;</p> <p>(b) they are entered into for one or more of the following specific aims:</p> <p>(i) reduction of risk;</p> <p>(ii) reduction of cost;</p> <p>(iii) generation of additional capital or income for the scheme with a risk level which is consistent with the risk profile of the scheme and the risk diversification rules laid down in</p>

the FCA Rules.

For further information see Appendix III.

**“Eligible Institution”**

one of certain eligible institutions as defined in the glossary of definitions to the FCA Handbook

**“FCA”**

the Financial Conduct Authority or any other regulatory body which may assume its regulatory responsibilities from time to time

**“FCA Handbook”**

the FCA Handbook of Rules and Guidance, as amended from time to time

**“FCA Register”**

the public record, as required by section 347 of the Financial Services and Markets Act 2000 (The public record) of every:

- (a) authorised person;
- (b) AUT;
- (c) ICVC;
- (d) recognised scheme;
- (e) recognised investment exchange;
- (f) recognised clearing house;
- (g) individual to whom a prohibition order relates;
- (h) approved person; and
- (i) person within such other class (if any) as the FCA may determine; except as provided by any transitional provisions

**“FCA Rules”**

the rules contained in the COLL Sourcebook and the FUND Sourcebook, and any other applicable rules contained in the FCA Handbook

**“FUND Sourcebook” or “FUND”**

the Investment Funds Sourcebook published by the FCA as part of their Handbook made under the Act as it may be amended, or replaced, from time to time

**“Haircut”**

the margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction. It is represented as a percentage discount that's applied informally to the market value of a stock or the face value of a bond in an attempt to account for the risk of loss that the

	investment poses
<b>“Home State”</b>	<p>(1) (in relation to a credit institution) the EEA State in which the credit institution has been authorised in accordance with the Banking Consolidation Directive</p> <p>(2) (in relation to an investment firm):</p> <p>(a) where the investment firm is a natural person, the EEA State in which his head office is situated;</p> <p>(b) where the investment firm is a legal person, the EEA State in which its registered office is situated or, if under its national law it has no registered office, the EEA State in which its head office is situated</p> <p>(3) (in relation to an insurer with an EEA right) the EEA State in which the registered office of the insurer is situated</p> <p>(4) (in relation to a market) the EEA State in which the registered office of the body which provides trading facilities is situated or, if under its national law it has no registered office, the EEA State in which that body’s head office is situated</p> <p>(5) (in relation to a Treaty firm) the EEA State in which its head office is situated, in accordance with paragraph 1 of Schedule 4 to the Act (Treaty rights)</p>
<b>“ICVC”</b>	investment company with variable capital
<b>“Instrument of Incorporation”</b>	the instrument of incorporation of the Company as amended from time to time
<b>“Investment Manager”</b>	Momentum Global Investment Management Limited, the investment manager to the ACD in respect of the Company
<b>“Net Asset Value” or “NAV”</b>	the value of the Scheme Property of the Company or of any Sub-fund (as the context may require) less the liabilities of the Company (or of the Sub-fund concerned) as calculated in accordance with the Instrument of Incorporation

<b>“Non-UCITS retail scheme”</b>	a scheme which is not constituted in accordance with the UCITS Directive (a European Directive relating to undertakings for collective investment in transferable securities which has been adopted in the UK) but is available to retail investors
<b>“OECD”</b>	the Organisation for Economic Cooperation and Development;
<b>“OEIC Regulations”</b>	the Open-Ended Investment Companies Regulations 2001 as amended or re-enacted from time to time
<b>“Register”</b>	the register of Shareholders of the Company
<b>“Registrar”</b>	Maitland Institutional Services Ltd or such other entity as is appointed to act as Registrar to the Company from time to time
<b>“Regulated Activities Order”</b>	the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544)
<b>“Regulations”</b>	the OEIC Regulations and the FCA Handbook
<b>“Scheme Property”</b>	the scheme property of the Company or a Sub-fund (as appropriate) required under the FCA Rules to be given for safekeeping to the Depositary
<b>“SDRT”</b>	stamp duty reserve tax
<b>“Share” or “Shares”</b>	a share or shares in the Company (including larger denomination shares, and smaller denomination shares equivalent to one hundredth of a larger denomination share)
<b>“Shareholder”</b>	a holder of registered Shares in the Company
<b>“Sub- fund” or “Sub-funds”</b>	a sub-fund of the Company (being part of the Scheme Property of the Company which is pooled separately) to which specific assets and liabilities of the Company may be allocated in accordance with the Regulations and which is invested in accordance with the investment objective applicable to such sub-fund
<b>“Switch”</b>	the exchange where permissible of Shares of one Class or Sub-fund for Shares of another Class or Sub-fund

<b>"UCITS Directive"</b>	the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No. 2009/65/EC) as amended
<b>"UCITS scheme"</b>	a scheme constituted in accordance with the UCITS Directive
<b>"Valuation Point"</b>	the point on a Dealing Day whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the Company or a Sub-fund (as the case may be) for the purpose of determining the price at which Shares of a Class may be issued, cancelled or redeemed. The current Valuation Point is 12.00 noon London time on each Dealing Day, with the exception of a bank holiday in England and Wales, or the last business day prior to those days annually where the valuation may be carried out at a time agreed in advance between the ACD and the Depositary
<b>"VAT"</b>	value added tax

## 2. **DETAILS OF THE COMPANY**

### 2.1 **General information**

#### 2.1.1 **General**

MI Momentum Investment Funds (the Company) is an investment company with variable capital incorporated in England and Wales under registered number IC000851 and Product Reference Number 531222 and authorised by the Financial Conduct Authority with effect from 5 January 2011. The Company has an unlimited duration.

Shareholders are not liable for the debts of the Company. A Shareholder is not liable to make any further payment to the Company after he has paid the price on purchase of the Shares.

The ACD is also the manager of certain authorised unit trusts and open-ended investment companies details of which are set out in Appendix IV.

#### 2.1.2 **Head Office**

The head office of the Company is at Springfield Lodge, Colchester Road, Chelmsford, Essex, CM2 5PW.

### 2.1.3 **Address for Service**

The head office is the address of the place in the UK for service on the Company of notices or other documents required or authorised to be served on it.

### 2.1.4 **Base Currency**

The base currency of the Company and each Sub-fund is Pounds Sterling.

### 2.1.5 **Share Capital**

Maximum            £100,000,000,000

Minimum            £1

Shares have no par value. The share capital of the Company at all times equals the sum of the Net Asset Values of each of the Sub-funds.

Shares in the Company may be marketed in other Member States and in countries outside the European Union and European Economic Area, subject to the Regulations, and any regulatory constraints in those countries, if the ACD so decides.

Each of the Sub-funds of the Company from time to time is designed and managed to support longer-term investment and active trading is discouraged. Short-term or excessive trading into and out of a Sub-fund may harm performance by disrupting portfolio management strategies and by increasing expenses.

The ACD may at its discretion refuse to accept applications for, or switching of, Shares, especially where transactions are deemed disruptive, particularly from possible market timers or investors who, in its opinion, have a pattern of short-term or excessive trading or whose trading has been or may be disruptive to a Sub-fund(s). For these purposes, the ACD may consider an investor's trading history in the Sub-fund(s) or other Maitland Institutional Services Ltd funds and accounts under common ownership or control.

## 2.2 **The structure of the Company**

### 2.2.1 **The Sub-funds**

The Company is structured as an umbrella company, in that different Sub-funds may be established from time to time by the ACD with the approval of the FCA. On the introduction of any new Sub-fund or Class, a revised prospectus will be prepared setting out the relevant details of each Sub-fund or Class.

#### **The Company is a UCITS scheme.**

The assets of each Sub-fund will be treated as separate from those of every other Sub-fund and will be invested in accordance with the investment objective and investment policy applicable to that Sub-fund.

Investment of the assets of each of the Sub-funds must comply with the FCA Rules and the investment objective and policy of the relevant Sub-fund. Details of the Sub-funds, including their investment objectives, policies and Product Reference Numbers are set out in Appendix I.

The eligible securities markets and eligible derivatives markets on which the Sub-funds may invest are set out in Appendix II. A detailed statement of the general investment and borrowing restrictions in respect of each type of Sub-fund is set out in Appendix III.

Each Sub-fund has a specific portfolio to which that Sub-fund's assets and liabilities are attributable. So far as the Shareholders are concerned, each Sub-fund is treated as a separate entity.

Each Sub-fund will be charged with the liabilities, expenses, costs and charges of the Company attributable to that Sub-fund, and within each Sub-fund charges will be allocated between Classes in accordance with the terms of issue of Shares of those Classes. Any assets, liabilities, expenses, costs or charges not attributable to a particular Sub-fund may be allocated by the ACD in a manner which it believes is fair to the Shareholders generally. This will normally be pro rata to the Net Asset Value of the relevant Sub-funds.

### 2.2.2 **Shares**

#### **Classes of Share within the Sub-funds**

Shares will be issued in larger and smaller denominations. There are 100 smaller denomination Shares to each larger denomination Share. Smaller denomination Shares represent what, in other terms, might be called fractions of a larger Share and have proportionate rights.

Shares have no par value and, within each Class in each Sub-fund subject to their denomination, are entitled to participate equally in the profits arising in respect of, and in the proceeds of, the liquidation of the Company or termination of a relevant Sub-fund. Shares do not carry preferential or pre-emptive rights to acquire further Shares.

Further Classes of Share may be established from time to time by the ACD with the agreement of the Depositary and in accordance with the Instrument of Incorporation and the Regulations. On the introduction of any new Sub-fund or Class, a revised prospectus will be prepared, setting out the details of each Sub-fund or Class.

The currency in which each new Class of Shares will be denominated will be determined at the date of creation and set out in the Prospectus issued in respect of the new Class of Shares.

The net proceeds from subscriptions to a Sub-fund will be invested in the specific pool of assets constituting that Sub-fund. The Company will maintain for each current Sub-fund a separate pool of assets, each

invested for the exclusive benefit of the relevant Sub-fund. The Company as a whole will be responsible for all obligations, whichever Sub-fund such liabilities are attributable to, unless otherwise agreed with specific creditors.

To the extent that any Scheme Property, or any assets to be received as part of the Scheme Property, or any costs, charges or expenses to be paid out of the Scheme Property, are not attributable to one Sub-fund only, the ACD will allocate such Scheme Property, assets, costs, charges or expenses between Sub-funds in a manner which is fair to all Shareholders of the Company.

The Company may issue income and accumulation Shares in respect of each Sub-fund, although only accumulation Shares are currently available. The following Classes of Share may be issued in respect of each Sub-fund: Class A, Class B and Class C. Each of these Shares may technically be available as both income and accumulation Shares. Further details of the Shares presently available for each Sub-fund, including details of their criteria for subscription and fee structure, are set out in Appendix I.

The criteria for the subscription of Shares are set out in Appendix I.

Holders of income Shares are entitled to be paid the distributable income attributed to such Shares on any relevant interim and annual allocation dates.

Holders of accumulation Shares are not entitled to be paid the income attributed to such Shares, but that income is automatically transferred to (and retained as part of) the capital assets of the relevant Sub-fund on the relevant interim and/or annual accounting dates. This is reflected in the price of an accumulation Share.

The Instrument of Incorporation allows gross income and gross accumulation Shares to be issued, as well as net income and net accumulation Shares, but currently no gross Shares are in issue. Net Shares are Shares in respect of which income allocated to them is distributed periodically to the relevant Shareholders (in the case of income Shares) or credited periodically to capital (in the case of accumulation Shares), in either case in accordance with relevant tax law, net of any tax deducted or accounted for by the Company. Gross Shares are income or accumulation Shares where, in accordance with relevant tax law, distribution or allocation of income is made without any tax being deducted or accounted for by the Company. All references in this Prospectus are to net Shares unless otherwise stated.

Where a Sub-fund has different Classes, each Class may attract different charges and so monies may be deducted from the Scheme Property attributable to such Classes in unequal proportions. In these

circumstances, the proportionate interests of the Classes within a Sub-fund will be adjusted accordingly.

Shareholders are entitled (subject to certain restrictions) to Switch all or part of their Shares in a Class or a Sub-fund for Shares of another Class within the same Sub-fund or for Shares of the same or another Class within a different Sub-fund of the Company. Details of this switching facility and the restrictions are set out in paragraph 3.4 "Switching".

### 2.2.3 **Changes**

Where any changes are proposed to be made to the Company or any Sub-fund the ACD will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. If the change is regarded as fundamental, Shareholder approval of the Company or relevant Sub-fund will be required. Changes to the investment objective and policy of a Sub-fund are classed as fundamental. If the change is regarded as significant, 60 days' prior written notice will be given to relevant Shareholders. If the change is regarded as notifiable, relevant Shareholders will receive suitable notice of the change.

## 2.3 **Regulatory status**

The Company was converted from a Non-UCITS retail scheme to a UCITS scheme in accordance with a resolution of shareholders passed on 25 October 2016.

## 3. **BUYING, REDEEMING AND SWITCHING SHARES**

The dealing office of the ACD is normally open from 8.30 a.m. to 4.30 p.m. (London time) on each business day to receive postal requests for the purchase, sale and switching of Shares. The ACD may vary these times at its discretion. Requests to deal in Shares may also be made by telephone on each business day (at the ACD's discretion) between 8.30 a.m. and 4.30 p.m. (London time) directly to the office of the ACD (telephone: 0345 305 4214, fax: 0845 2800466 or email: mgim@phoenixfundservices.com or such other number as published from time to time). The initial purchase must, at the discretion of the ACD, be accompanied by an application form.

A request for dealing in Shares must be received by 12.00 noon on a particular Dealing Day in order to be processed on that Dealing Day. A dealing request received after this time will be held over and processed on the next Dealing Day, using the Net Asset Value per Share calculated as at the Valuation Point on that next Dealing Day.

Telephone calls will be recorded. The ACD may also, at its discretion, introduce further methods of dealing in Shares in the future.

In its dealings in Shares of the Sub-funds the ACD is dealing as principal. The ACD does not actively seek to make a profit from dealing in Shares as principal but does so in order to facilitate the efficient management of the Company. The ACD is not

accountable to Shareholders for any profit it makes from dealing in Shares as principal.

### 3.1 **Money laundering**

As a result of legislation in force in the UK to prevent money laundering, the ACD is responsible for compliance with anti money laundering regulations. In order to implement these regulations, in certain circumstances investors may be asked to provide proof of identity when buying or redeeming Shares. Until satisfactory proof of identity is provided, the ACD reserves the right to refuse to issue Shares, pay the proceeds of a redemption of Shares, or pay income on Shares to the investor. In the case of a purchase of Shares where the applicant is not willing or is unable to provide the information requested within a reasonable period, the ACD also reserves the right to sell the Shares purchased and return the proceeds to the account from which the subscription was made. These proceeds may be less than the original investment.

### 3.2 **Buying Shares**

#### 3.2.1 **Procedure**

Shares may be bought directly from the ACD or through a professional adviser or other intermediary. Any intermediary who recommends an investment in the Company to Shareholders may be entitled to receive commission from the ACD. An ongoing commission, based on the value of Shares held may also be paid to qualifying intermediaries. For details of dealing charges see paragraph 3.5 below. Application forms may be obtained from the ACD.

Valid applications to purchase Shares in a Sub-fund will be processed at the Share price calculated, based on the Net Asset Value per Share, at the next Valuation Point following receipt of the application, except in the case where dealing in a Sub-fund has been suspended as set out in paragraph 3.10.

The ACD, at its discretion, has the right to cancel a purchase deal if settlement is materially overdue and any loss arising on such cancellation shall be the liability of the applicant. For postal applications payment in full must accompany the instruction. At the ACD's discretion, payment for large purchases of Shares may be made by telegraphic transfer.

A purchase of Shares in writing or by telephone or any other communication media made available is a legally binding contract. Applications to purchase, once made are, except in the case where cancellation rights are applied, irrevocable. However, subject to its obligations under the Regulations, the ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for Shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant.

Any subscription monies remaining after a whole number of Shares have been issued will not be returned to the applicant. Instead, smaller denomination Shares will be issued. A smaller denomination Share is equivalent to one hundredth of a larger denomination Share.

Payment in full should be made no later than the fourth business day after the date of purchase, and the ACD reserves the right to require payment in advance.

The ACD may charge £50 each time a trade is not fulfilled by settlement date. The ACD reserves the right to apply interest charges at 2% above the Bank of England Base Rate on the value of any settlement received later than the settlement date. No interest<sup>1</sup> will be paid on funds held prior to investment. Shares that have not been paid for cannot be redeemed.

Applicants who have received advice may have the right to cancel their application to buy Shares at any time during the 14 days after the date on which they receive a cancellation notice from the ACD. If an applicant decides to cancel the contract, and the value of the investment has fallen at the time the ACD receives the completed cancellation notice, they will not receive a full refund as an amount equal to any fall in value will be deducted from the sum originally invested. The ACD may extend cancellation rights to other investors but is under no obligation to do so.

### 3.2.2 **Documents the buyer will receive**

A confirmation giving details of the number and price of Shares bought will be issued no later than the end of the business day following the Valuation Point by reference to which the price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

Registration of Shares can only be completed by the ACD upon receipt of any required registration details. These details may be supplied in writing to the ACD or by returning to the ACD the properly completed registration form and copy of the confirmation.

Settlement is due within 4 business days of the Valuation Point. An order for the purchase of Shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application. If settlement is not made within a reasonable period, then the ACD has the right to cancel any Shares issued in respect of the application.

Share certificates will not be issued in respect of Shares. Ownership of Shares will be evidenced by an entry on the Register. Tax vouchers in respect of periodic distributions on Shares will show the number of Shares held by the recipient.

### 3.2.3 **Minimum subscriptions and holdings**

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The minimum initial subscriptions, subsequent subscriptions and holdings levels for each Class of Share in a Sub-fund are set out in Appendix I.

The ACD may at its sole discretion accept subscriptions and/or holdings lower than the minimum amount(s).

If following a redemption, Switch or transfer, a holding in any Class of Share should fall below the minimum holding for that Class, the ACD has the discretion to effect a redemption of that Shareholder's entire holding in that Class of Share. The ACD may use this discretion at any time. Failure not to do so immediately after such redemption, Switch or transfer does not remove this right.

### 3.3 **Redeeming Shares**

#### 3.3.1 **Procedure**

Every Shareholder is entitled on any Dealing Day to redeem its Shares, which shall be purchased by the ACD dealing as principal.

Valid instructions to the ACD to redeem Shares in a Sub-fund will be processed at the Share price calculated, based on the Net Asset Value per Share, at the next Valuation Point following receipt of the instruction, except in the case where dealing in a Sub-fund has been suspended as set out in paragraph 3.10.

A redemption instruction in respect of Shares in writing or by telephone or any other communication media made available is a legally binding contract. However, an instruction to the ACD to redeem Shares, although irrevocable, may not be settled by either the Company or the ACD if the redemption represents Shares where the money due on the earlier purchase of those Shares has not yet been received or if insufficient documentation or anti-money laundering information has been received by the ACD.

Shareholders are entitled to switch, transfer and redeem Shares at any time, however, as principal the ACD will acquire Shares on a first in first out basis.

For details of dealing charges see paragraph 3.5 below.

#### 3.3.2 **Documents a redeeming Shareholder will receive**

A confirmation giving details of the number and price of Shares redeemed will be sent to the redeeming Shareholder (or the first named Shareholder, in the case of joint Shareholders) together with (if sufficient written instructions have not already been given) a form of renunciation for completion and execution by the Shareholder (or, in the case of a joint holding, by all the joint Shareholders) no later than the end of the business day following the later of the request to redeem Shares or the Valuation Point by reference to which the price is determined.

Payment of redemption proceeds will normally be made by cheque to the first named Shareholder (at their risk), or, at the ACD's discretion, via telegraphic transfer in accordance with any instruction received (the ACD may recover any bank charge levied on such transfers). Instructions to make payments to third parties (other than intermediaries associated with the redemption) will not normally be accepted.

Such payment will be made within four business days of the later of (a) receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed and completed by all the relevant Shareholders together with any other documentation and appropriate evidence of title, any required anti-money laundering related documentation, and (b) the Valuation Point following receipt by the ACD of the request to redeem.

### 3.3.3 **Minimum redemption**

Part of a Shareholder's holding may be redeemed but the ACD reserves the right to refuse a redemption request if the value of the Shares of any Sub-fund to be redeemed is less than the minimum stated in respect of the appropriate Class in the Sub-fund in question (see Appendix I).

### 3.3.4 **Deferred Redemption**

If a Shareholder requests the redemption of Shares equal to 10% or more of the number of Shares of a particular Sub-fund in issue on any Dealing Day, the Company may at its absolute discretion, hold over or defer the redemption of such numbers of Shares as exceeds 10%. If the Company refuses to redeem Shares for this reason, the redemption request shall be reduced accordingly and the Shares to which such request relates which are not redeemed shall be redeemed on the subsequent Dealing Day in priority to any redemption request received thereafter, subject to the same 10% limit, until all of the Shares to which the original redemption request related have been redeemed.

If outstanding redemption requests from all holders of Shares of a particular Sub-fund on any Dealing Day total an aggregate of more than 10% of the Net Asset Value of all the Shares of such Sub-fund in issue on such Dealing Day, the Company shall be entitled at its discretion to refuse to redeem such number of Shares in issue in that series on that Dealing Day in excess of 10% in respect of which redemption requests have been received as the Directors shall determine. If the Company refuses to redeem Shares for this reason, the requests for redemption on such date shall be reduced rateably and the Shares to which each request relates which are not redeemed shall be redeemed on each subsequent Dealing Day in priority to any request received thereafter, provided that the Company shall not be obliged to redeem Shares representing more than 10% of the Net Asset Value of a particular Sub-fund outstanding on any Dealing Day, until all the Shares of the Sub-fund to which the original request related have been redeemed.

### 3.4 Switching

Subject to any restrictions on the eligibility of investors for a particular Share Class, a Shareholder in a Sub-fund may at any time Switch all or some of his Shares of one Class or Sub-fund ("the Original Shares") for Shares of another Class or Sub-fund ("the New Shares") in the Company. The number of New Shares issued will be determined by reference to the respective prices of New Shares and Original Shares at the Valuation Point applicable at the time the Original Shares are redeemed and the New Shares are issued.

Telephone switching instructions may be given but Shareholders are required to provide written instructions to the ACD (which, in the case of joint Shareholders, must be signed by all the joint Shareholders) before switching is effected.

The ACD may at its discretion make a charge on the switching of Shares between Sub-funds or Classes. Any such charge on switching does not constitute a separate charge payable by a Shareholder, but is rather the application of any redemption charge on the Original Shares and any initial charge on the New Shares, subject to certain waivers. For details of the charges on switching currently payable, please see paragraph 3.5.4 "Charges on Switching".

If a partial Switch would result in the Shareholder holding a number of Original Shares or New Shares of a value which is less than the minimum holding in the Class concerned, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Original Shares to New Shares (and make a charge on switching on such conversion) or refuse to effect any Switch of the Original Shares. Save as otherwise specifically set out, the general provisions on procedures relating to redemption will apply equally to a Switch. Written instructions must be received by the ACD before the Valuation Point on a Dealing Day in the Sub-fund or Sub-funds concerned to be dealt with at the prices at the Valuation Point on that Dealing Day or at such other Valuation Point as the ACD at the request of the Shareholder giving the relevant instruction may agree. Switching requests received after a Valuation Point will be held over until the next day which is a Dealing Day in each of the relevant Sub-fund or Sub-funds.

The ACD may adjust the number of New Shares to be issued to reflect the application of any charge on switching together with any other charges or levies in respect of the application for the New Shares or redemption of the Original Shares as may be permitted pursuant to the FCA Rules.

**Please note that under UK tax law a Switch of Shares in one Sub-fund for Shares in any other Sub-fund is treated as a redemption of the Original Shares and a purchase of New Shares and will, for persons subject to taxation, be a realisation of the Original Shares for the purposes of capital gains taxation, which may give rise to a liability to tax, depending upon the Shareholder's circumstances.**

**A Shareholder who Switches Shares in one Sub-fund for Shares in any other Sub-fund (or who Switches between Classes of Shares) will not be given a right by law to withdraw from or cancel the transaction.**

### 3.5 **Dealing Charges**

The price per Share at which Shares are bought, redeemed or switched is the Net Asset Value per Share. Any initial charge or redemption charge, (or dilution levy or SDRT on a specific deal, if applicable) is payable in addition to the price or deducted from the proceeds and is taken from the gross subscription or redemption monies.

#### 3.5.1 **Initial charge**

The ACD may impose a charge on the purchase of Shares in each Class. The current initial charge is calculated as a percentage of the amount invested by a potential Shareholder in respect of each Sub-fund is set out in Appendix I. The ACD may waive or discount the initial charge at its discretion.

The initial charge (which is deducted from subscription monies) is payable by the Shareholder to the ACD.

The current initial charge of a Class may only be increased in accordance with the Regulations.

From the initial charge received, or out of its other resources, the ACD may pay a commission to relevant intermediaries including the Investment Manager and its Associates.

#### 3.5.2 **Redemption Charge**

The ACD may make a charge on the redemption of Shares in each Class. At present, no redemption charge is levied.

The ACD may only introduce a redemption charge in accordance with the Regulations. Also, if such a charge was introduced, it would not apply to Shares issued before the date of the introduction (i.e., those not previously subject to a redemption charge).

#### 3.5.3 **Client Money**

Monies received into client money accounts will not incur interest.

#### 3.5.4 **Charges on Switching**

On the switching of Shares between Sub-funds or Classes in the Company the Instrument of Incorporation authorises the Company to impose a charge on switching. If a redemption charge is payable in respect of the Original Shares, this may become payable instead of, or as well as, the then prevailing initial charge for the New Shares. The charge on switching is payable by the Shareholder to the ACD.

The ACD's current policy is to only levy a charge on switching between Sub-funds that is no more than the excess of the initial charge applicable

to New Shares over the initial charge applicable to the Original Shares. There is currently no charge for switching Shares in one Class of a Sub-fund for Shares in another Class of the same Sub-fund.

### 3.5.5 **Dilution Levy**

The actual cost of purchasing, selling or switching underlying investments in a Sub-fund may deviate from the mid-market value used in calculating its Share price, due to dealing charges, taxes, and any spread between buying and selling prices of the Sub-fund's underlying investments. These dealing costs could have an adverse effect on the value of a Sub-fund, known as "dilution". In order to mitigate the effect of dilution the Regulations allow the ACD to make a dilution levy on the purchase, redemption or Switch of Shares in a Sub-fund. A dilution levy is a separate charge of such amount or at such rate as is determined by the ACD to be made for the purpose of reducing the effect of dilution. This amount is not retained by the ACD, but is paid into the relevant Sub-fund.

The dilution levy is calculated by reference to the costs of dealing in the underlying investments of the relevant Sub-fund, including any dealing spreads, commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of purchases and redemptions. It is not possible to predict accurately whether dilution would occur at any point in time.

The ACD's policy is that it may require a dilution levy on the purchase and redemption of Shares if, in its opinion, the existing Shareholders (for purchases) or remaining Shareholders (for redemptions) might otherwise be adversely affected. For example, the dilution levy may be charged in the following circumstances: where the Scheme Property of a Sub-fund is in continual decline; on a Sub-fund experiencing large levels of net purchases relative to its size; on "large deals" (typically being a purchase or redemption of Shares to a size exceeding 5% of the Net Asset Value of the relevant Sub-fund); in any case where the ACD is of the opinion that the interests of existing or remaining Shareholders require the imposition of a dilution levy.

This policy is intended to mitigate the dilutive effect of Shareholder transactions on the future growth of the Company.

Based on future projections the ACD may need to charge a dilution levy 2-4 times a year. If a dilution levy is required then, based on future projections the estimated rate of such a levy would be up to 1%. On the occasions when a dilution levy is not applied, there may be an adverse impact on the total assets of the relevant Sub-funds.

The ACD, in its absolute discretion, may waive or reduce the dilution levy. The ACD may alter its current dilution policy in accordance with the procedure set out in the Regulations.

### 3.5.6 **Stamp duty reserve tax (“SDRT”)**

With effect from March 2014, the SDRT charge on the surrender of shares in an ICVC applies to an *in specie* redemption of shares made otherwise than on a pro rata basis. A surrender of Shares to the Company will therefore generally be exempt from SDRT. Where a chargeable transaction occurs the Shareholder will be liable for SDRT at 0.5% of the consideration given for the Company assets acquired on redemption.

### 3.6 **Transfers**

Shareholders are entitled to transfer their Shares to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the ACD for this purpose. Completed instruments of transfer must be returned to the ACD in order for the transfer to be registered by the ACD. The ACD may refuse to register a transfer unless any provision for SDRT due has been paid.

At present, transfer of title by electronic communication is not accepted.

### 3.7 **Restrictions and Compulsory Transfer and Redemption**

The ACD may from time to time impose such restrictions as it may think necessary for the purpose of ensuring that no Shares are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in the Company incurring any liability to taxation which the Company is not able to recoup itself or suffering any other adverse consequence. In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, redemption, transfer or switching of Shares.

If it comes to the notice of the ACD that any Shares (“affected Shares”):

- (a) are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
- (b) would result in the Company incurring any liability to taxation which the Company would not be able to recoup itself or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or
- (c) are held in any manner by virtue of which the Shareholder or Shareholders in question is/are not qualified to hold such Shares or if it reasonably believes this to be the case;

the ACD may give notice to the Shareholder(s) of the affected Shares requiring the transfer of such Shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption of such Shares in accordance with the FCA Rules. If any Shareholder upon whom such a notice is served does not within

30 days after the date of such notice transfer his affected Shares to a person qualified to own them or submit a written request for their redemption to the ACD or establish to the satisfaction of the ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected Shares, he shall be deemed upon the expiry of that 30 day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of all the affected Shares.

A Shareholder who becomes aware that he is holding or owns affected Shares shall immediately, unless he has already received a notice as set out above, either transfer all his affected Shares to a person qualified to own them or submit a request in writing to the ACD for the redemption of all his affected Shares.

Where a request in writing is given or deemed to be given for the redemption of affected Shares, such redemption will (if effected) be effected in the same manner as provided for in the FCA Rules.

### **3.8 Issue of Shares in exchange for in specie assets**

The ACD may arrange for the Company to issue Shares in exchange for assets other than cash, but will only do so where the Depositary has taken reasonable care to determine that the Company's acquisition of those assets in exchange for the Shares concerned is not likely to result in any material prejudice to the interests of Shareholders.

The ACD will ensure that the beneficial interest in the assets is transferred to the Company with effect from the issue of the Shares.

The ACD will not issue Shares in any Sub-fund in exchange for assets the holding of which would be inconsistent with the investment objective or policy of that Sub-fund.

### **3.9 In specie redemptions**

If a Shareholder requests the redemption of Shares the ACD may, where it considers that deal to be substantial in relation to the total size of a Sub-fund or in some way detrimental to the Sub-fund, arrange for scheme property having the appropriate value to be transferred to the Shareholder (an 'in specie transfer'), in place of payment for the Shares in cash. Before the redemption is effected, the ACD must give written notice to the Shareholder of the intention to make an in specie transfer, so that the Shareholder can require the net proceeds from the sale of the relevant scheme property (rather than the scheme property itself) if the Shareholder so desires.

The ACD will select the property to be transferred in consultation with the Depositary. The ACD and Depositary must ensure that the selection is made with a view to achieving no more advantage or disadvantage to the Shareholder requesting the redemption than to the continuing Shareholders.

### 3.10 **Suspension of dealings in the Company**

The ACD may, with the prior agreement of the Depositary, and must without delay if the Depositary so requires temporarily suspend the issue, cancellation, sale and redemption of Shares in any or all of the Sub-funds where due to exceptional circumstances it is in the interests of all the Shareholders in the relevant Sub-fund or Sub-funds.

The ACD and the Depositary must ensure that the suspension is only allowed to continue for as long as is justified having regard to the interests of Shareholders.

The ACD or the Depositary (as appropriate) will immediately inform the FCA of the suspension and the reasons for it and will follow this up as soon as practicable with written confirmation of the suspension and the reasons for it to the FCA and the regulator in each EEA state where the Company is offered for sale.

The ACD will notify Shareholders as soon as is practicable after the commencement of the suspension, including details of the exceptional circumstances which have led to the suspension, in a clear, fair and not misleading way and giving Shareholders details of how to find further information about the suspension.

Where such suspension takes place, the ACD will publish details on its website or other general means, sufficient details to keep Shareholders appropriately informed about the suspension, including, if known, its possible duration.

During the suspension none of the obligations in COLL 6.2 (Dealing) will apply but the ACD will comply with as much of COLL 6.3 (Valuation and Pricing) during the period of suspension as is practicable in light of the suspension.

Suspension will cease as soon as practicable after the exceptional circumstances leading to the suspension have ceased but the ACD and the Depositary will formally review the suspension at least every 28 days and will inform the FCA of the review and any change to the information given to Shareholders.

The ACD may agree during the suspension to deal in Shares in which case all deals accepted during and outstanding prior to the suspension will be undertaken at a price calculated at the first Valuation Point after the restart of dealings in Shares.

### 3.11 **Governing law**

All deals in Shares are governed by the law of England and Wales.

## 4. **VALUATION OF THE COMPANY**

### 4.1 **General**

The price of a Share is calculated by reference to the Net Asset Value of the Sub-fund to which it relates. The Net Asset Value per Share of a Sub-fund is currently calculated at 12.00 noon (London time) (this being the Valuation Point) on each Dealing Day.

The ACD may at any time during a business day carry out an additional valuation if it considers it desirable to do so. The ACD shall inform the Depositary of any decision to carry out any such additional valuation. Valuations may be carried out

for effecting a scheme of amalgamation or reconstruction which do not create a Valuation Point for the purposes of dealings. Where permitted and subject to the Regulations, the ACD may, in certain circumstances (for example where a significant event has occurred since the closure of a market) substitute a price with a more appropriate price which in its opinion reflects a fair and reasonable price for that investment.

The ACD will, upon completion of each valuation, notify the Depositary of the price of Shares, of each Class of each Sub-fund and the amount of any dilution levy applicable in respect of any purchase or redemption of Shares.

A request for dealing in Shares must be received by the Valuation Point on a particular Dealing Day in order to be processed on that Dealing Day. A dealing request received after this time will be held over and processed on the next Dealing Day, using the Net Asset Value per Share calculated as at the Valuation Point on that next Dealing Day.

#### 4.2 **Calculation of the Net Asset Value**

The value of the Scheme Property shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions:

4.2.1 All the Scheme Property (including receivables) is to be included, subject to the following provisions.

4.2.2 Scheme Property which is not cash (or other assets dealt with in paragraph 4.2.2.4 below) or a contingent liability transaction shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:

4.2.2.1 Units or shares in a collective investment scheme:

- (a) if a single price for buying and redeeming units or shares is quoted, at that price; or
- (b) if separate buying and redemption prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the redemption price has been increased by any exit or redemption charge attributable thereto; or
- (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the units or shares, at a value which, in the opinion of the ACD, is fair and reasonable;

4.2.2.2 Any other transferable security:

- (a) if a single price for buying and redeeming the security is quoted, at that price; or

- (b) if separate buying and redemption prices are quoted, at the average of the two prices; or
  - (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the security, at a value which, in the opinion of the ACD, is fair and reasonable;
- 4.2.2.3 Scheme Property other than that described in paragraphs 4.2.2.1 and 4.2.2.2 above, at a value which, in the opinion of the ACD, is fair and reasonable;
  - 4.2.2.4 Cash and amounts held in current and deposit accounts and in other time related deposits shall be valued at their nominal values.
- 4.2.3 Scheme Property which is a contingent liability transaction shall be treated as follows:
    - 4.2.3.1 if it is a written option (and the premium for writing the option has become part of the Scheme Property), deduct the amount of the net valuation of premium receivable. If the Scheme Property is an off exchange option the method of valuation shall be agreed between the ACD and the Depositary;
    - 4.2.3.2 if it is an off exchange future, include it at the net value of closing out in accordance with a valuation method agreed between the ACD and the Depositary;
    - 4.2.3.3 if it is any other form of contingent liability transaction, include it at the net value of margin on closing out (whether as a positive or negative value). If the Scheme Property is an off exchange derivative, include it at a valuation method agreed between the ACD and the Depositary.
  - 4.2.4 In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
  - 4.2.5 Subject to paragraphs 4.2.6 and 4.2.7 below, agreements for the unconditional sale or purchase of Scheme Property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and if, in the opinion of the ACD, their omission will not materially affect the final net asset amount.

- 4.2.6 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph 4.2.5.
- 4.2.7 All agreements are to be included under paragraph 4.2.5 which are, or ought reasonably to have been, known to the person valuing the Scheme Property.
- 4.2.8 Deduct an estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax, VAT, stamp duty, SDRT and any foreign taxes or duties.
- 4.2.9 Deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax or duty thereon, treating periodic items as accruing from day to day.
- 4.2.10 Deduct the principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings.
- 4.2.11 Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
- 4.2.12 Add any other credits or amounts due to be paid into the Scheme Property.
- 4.2.13 Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.
- 4.2.14 Currencies or values in currencies other than Sterling shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

#### 4.3 **Price per Share in each Sub-fund and each Class**

The price per Share at which Shares are bought or are redeemed is the Net Asset Value per Share. Any initial charge or redemption charge, (or dilution levy or SDRT on a specific deal, if applicable) is payable in addition to the price or deducted from the proceeds and is taken from the gross subscription or redemption monies.

Each allocation of income made in respect of any Sub-fund at a time when more than one Class is in issue in respect of that Sub-fund shall be done by reference to the relevant Shareholder's proportionate interest in the income property of the Sub-fund in question calculated in accordance with the Instrument of Incorporation.

#### 4.4 **Pricing basis**

The ACD deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the purchase or redemption is deemed to be accepted by the ACD. Shares in the Company are single priced.

#### 4.5 **Publication of Prices**

The prices of all Shares are published on [www.maitlandgroup.com](http://www.maitlandgroup.com). The prices of Shares may also be obtained by calling 0345 305 4214 during the ACD's normal business hours. The ACD may also, at its sole discretion, decide to publish certain Share prices in other third party websites or publications but the ACD does not accept responsibility for the accuracy of the prices published in, or for the non-publication of prices by, these sources for reasons beyond the control of the ACD. As the ACD deals on a forward pricing basis, the price that appears on these sources will not necessarily be the same as the one at which investors can currently deal.

### 5. **RISK FACTORS**

Potential investors should consider the following risk factors before investing in the Company (or in the case of specific risks applying to specific Sub-funds, in those Sub-funds).

#### 5.1 **General**

The investments of the Company are subject to normal market fluctuations and other risks inherent in investing in securities. There can be no assurance that any appreciation in the value of investments will occur. The value of investments and the income derived from them may fall as well as rise and investors may not recoup the original amount they invest in the Company. There is no certainty that the investment objective of the Sub-funds will actually be achieved and no warranty or representation is given to this effect. The level of any yield for a Sub-fund may be subject to fluctuations and is not guaranteed.

The entire market of a particular asset class or geographical sector may fall, having a more pronounced effect on funds heavily invested in that asset class or region. There will be a variation in performance between funds with similar objectives due to the different assets selected.

#### 5.2 **Effect of Initial Charge or Redemption Charge**

Where an initial charge or redemption charge is imposed, an investor who realises his Shares may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

In particular, where a redemption charge is payable, investors should note that the percentage rate at which the redemption charge is calculated is based on the market value rather than the initial value of the Shares. If the market value of the Shares has increased the redemption charge will show a corresponding increase. Currently there is no redemption charge levied on Shares.

The Shares therefore should be viewed as medium to long term investments.

#### 5.3 **Dilution**

A Sub-fund may suffer a reduction in the value of its Scheme Property due to dealing costs incurred when buying and selling investments. To offset this dilution

effect the ACD may require the payment of a dilution levy in addition to the price of Shares when bought or as a deduction when sold.

#### 5.4 **Suspension of Dealings in Shares**

Investors are reminded that in certain circumstances their right to redeem Shares (including a redemption by way of switching) may be suspended.

#### 5.5 **Liabilities of the Company**

Each Sub-fund is a segregated portfolio of assets and, accordingly, the assets of a Sub-fund belong exclusively to that Sub-fund and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the Company, or any other Sub-fund, and shall not be available for any such purpose.

Whilst the provisions of the Regulations provide for segregated liability between Sub-funds, the concept of segregated liability is relatively new. Accordingly, where claims are brought by local creditors in foreign courts or under foreign law contracts, it is not yet known how those foreign courts will react to regulations 11A and 11B of the Regulations.

Although each Sub-fund will be treated as bearing the liabilities, expenses, costs and charges attributable to it, in the event that assets or liabilities are not attributable to any particular Sub-fund, the Company may allocate such amounts between the Sub-funds of the Company in a manner which it believes is fair to the Shareholders generally.

A Shareholder is not liable to make any further payment to the Company or Sub-fund after he has paid the price on purchase of the Shares.

#### 5.6 **Currency Exchange Rates**

Currency fluctuations may adversely affect the value of a Sub-fund's investments and the income thereon and, depending on an investor's currency of reference, currency fluctuations may adversely affect the value of his investment in Shares.

#### 5.7 **Derivatives and volatility**

**The Investment Manager may employ derivatives solely for the purposes of hedging in accordance with Efficient Portfolio Management. For the purpose of clarity, the use of derivatives for this purpose should not lead to an increase in risk to a Sub-fund.**

#### 5.8 **Derivative Techniques**

The COLL Sourcebook permits the ACD to use certain techniques when investing in derivatives in order to manage a Sub-fund's exposure to particular counterparties and in relation to the use of collateral to reduce overall exposure to over the counter ("OTC") derivatives; for example a Sub-fund may take collateral from counterparties with whom it has an OTC derivative position and use that collateral to net off against the exposure it has to the counterparty under that OTC derivative position, for the purposes of complying with counterparty spread limits. The COLL Sourcebook also

permits a Sub-fund to use derivatives to effectively short sell (agree to deliver the relevant asset without holding it in the scheme) under certain conditions.

#### 5.9 **Counterparty and Settlement**

The Company will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes. In particular, it should be noted that transactions may not always be delivery versus payment and this may expose the Company to greater counterparty risk and potentially to loss in excess of the counterparty's obligations to the Company. The Investment Manager/ACD assesses the credit worthiness of counterparties as part of the risk management process and manages this counterparty exposure by way of regular re-sets to crystallise profits and/or counter-collateral agreements.

#### 5.10 **Counterparty Risk in Over-the-Counter Markets**

A Sub-fund may enter into transactions in over-the-counter markets, which will expose the Sub-fund to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the Sub-fund may enter into agreements or use other derivative techniques, each of which expose the Sub-fund to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Sub-fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. In such circumstances, investors may be unable to cover any losses incurred.

#### 5.11 **Equity swaps**

An equity swap, often referred to as a contract for difference or 'CFD', is a contract between two parties, buyer and seller, stipulating that the seller will pay to the buyer the positive difference between the current value of an asset (a security, instrument, basket or index) and its value when the contract was first entered into. If the difference is negative, then the buyer pays this amount to the seller. Equity swaps allow investors to take synthetic long or synthetic short positions with a variable margin, which, unlike futures contracts, have no fixed expiry date. Unlike shares, with equity swaps, the buyer is potentially liable for more than the amount they paid on margin. The Sub-fund will therefore employ risk management techniques to ensure it can dispose of the necessary assets at any time in order to pay redemption proceeds resulting from redemption requests and to meet its obligations resulting from equity swaps and other techniques and instruments.

### 5.12 **Short sales**

A short sale involves the sale of a security that the fund does not physically own in the expectation of purchasing the same security at a later date at a lower price to secure a profit. The COLL Sourcebook prohibits the short selling of physical securities but allows the creation of synthetic-short positions through the use of cash settled derivatives such as equity swaps (CFDs), as long as any exposure created is covered by the assets of the Sub-fund. The establishment and maintenance of a synthetic short position in equities can involve greater risks than would be the case with a long position. These include the possibility of unlimited loss due to potentially unlimited price appreciation in the securities concerned, problems associated with the cost or availability of stock to borrow for the purposes of short selling and possible difficulties in purchasing stock to cover short positions in certain market conditions.

### 5.13 **Emerging Markets**

Investments in emerging markets may be more volatile than investments in more developed markets. Some of these markets may have relatively unstable governments, economies based on only a few industries and securities markets that trade only a limited number of securities. Many emerging markets do not have well developed regulatory systems and disclosure standards may be less stringent than those of developed markets.

The risks of expropriation, nationalisation and social, political and economic instability are greater in emerging markets than in more developed markets.

The following is a brief summary of some of the more common risks associated with emerging markets investment:

**Fraudulent Securities** – Given the lack of a regulatory structure it is possible that securities in which investments are made may be found to be fraudulent. As a result, it is possible that loss may be suffered.

**Currency Fluctuations** – Significant changes in the currencies of the countries in which investments are made in respect of the currency of denomination of the relevant Sub-fund may occur following the investment of the Company in these currencies. These changes may impact the total return of the Sub-fund to a significant degree. In respect of currencies of certain emerging countries, it is not possible to undertake currency hedging techniques.

**Settlement and Custody Risks** – Settlement and custody systems in emerging markets are not as well developed as those in developed markets. Standards may not be as high and supervisory and regulatory authorities not as sophisticated. As a result there may be risks that settlement may be delayed and that cash or securities could be disadvantaged.

**Investment and Remittance Restrictions** – In some cases, emerging markets may restrict the access of foreign investors to securities. As a result, certain equity securities may not always be available to a Sub-fund because the maximum

permitted number of or investment by foreign shareholders has been reached. In addition, the outward remittance by foreign investors of their share of net profits, capital and dividends may be restricted or require governmental approval. The Company will only invest in markets in which it believes these restrictions to be acceptable. However, there can be no guarantee that additional restrictions will not be imposed.

Accounting – Accounting, auditing and financial reporting standards, practices and disclosure requirements applicable to companies in emerging markets differ from those applicable in more developed markets in respect of the nature, quality and timeliness of the information disclosed to investors and, accordingly, investment possibilities may be difficult to properly assess.

#### 5.14 **Credit and Fixed Interest Securities**

Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates go up, the value of capital may fall, and vice versa. Inflation will also decrease the real value of capital.

The value of a fixed interest security will fall in the event of the default or reduced credit rating of the issuer. Generally, the higher the rate of interest, the higher the perceived credit risk of the issuer. High yield bonds with lower credit ratings (also known as sub-investment grade bonds) are potentially more risky (higher credit risk) than investment grade bonds. A sub-investment grade bond has a Standard & Poor's credit rating of below BBB or equivalent.

#### 5.15 **Liquidity**

In extreme market conditions it may be difficult for a Sub-fund to realise an investment at short notice without suffering a discount to market value. In such circumstances the investor may suffer a delay in realising his investment or may incur a dilution levy.

Depending on the types of assets the Sub-funds invest in; there may be occasions where there is an increased risk that a position cannot be liquidated in a timely manner at a reasonable price.

#### 5.16 **Leverage**

A proportion of the Capital may be leveraged. While leverage presents opportunities for increasing the Capital return, it has the effect of potentially increasing losses as well. Any event which adversely affects the underlying vehicles would be magnified to the extent the Capital is leveraged. The cumulative effect of the use of leverage in a market that moves adversely to the underlying investment vehicles could result in a substantial loss to Capital that would be greater than if Capital were not leveraged.

#### 5.17 **Tax**

Tax laws currently in place may change in the future which could affect the value of your investments. See the section headed 'Taxation' for further details about taxation of the Sub-funds.

### 5.18 **Inflation and interest rates**

The real value of any returns that an investor may receive from the Sub-funds could be affected by interest rates and inflation over time.

### 5.19 **Custody**

There may be a risk of loss where the assets of the Sub-funds are held in custody that could result from the insolvency, negligence or fraudulent action of a custodian or sub-custodian.

### 5.20 **Investment into a fund which then invests into other funds**

Where a fund's investment strategy includes making investments into other underlying target funds, fees (including performance fees) are usually charged by the manager of the underlying component funds. The underlying manager's fees are deducted from the underlying fund prior to the assets of the fund being valued. Consequently, any fees deducted by the manager of any chosen underlying fund are excluded from the published fee calculations for the fund of funds.

## 6. **MANAGEMENT AND ADMINISTRATION**

### 6.1 **Regulatory Status**

The ACD, the Depositary and the Investment Manager are authorised and regulated by the Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS. The Depositary is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### 6.2 **Authorised Corporate Director**

#### 6.2.1 **General**

With effect from 1 April 2016, the ACD changed its name from Phoenix Fund Services (UK) Ltd to Maitland Institutional Services Ltd. This does not affect the ongoing management of the Company or the Sub-funds.

The ACD is Maitland Institutional Services Ltd which is a private company limited by shares incorporated in England and Wales on 18 May 2007.

The directors of the ACD are:-

R W Leedham

D Jones

R Ackermann

P J Foley-Brickley

S Georgala

No director, other than S Georgala, is engaged in any significant business activity not connected with the business of the ACD or other Maitland Institutional Services subsidiaries. S Georgala also holds directorships of

other companies within the Maitland Group, and is engaged in significant activities within these companies.

<b>Registered Office:</b>	Springfield Lodge, Colchester Road, Chelmsford, Essex CM2 5PW
<b>Principal Place of Business:</b>	Springfield Lodge, Colchester Road, Chelmsford, Essex CM2 5PW
<b>Share Capital:</b>	It has a share capital of £950,000 issued and paid up.
<b>Ultimate Holding Company:</b>	Maitland International Holdings PLC, a company incorporated in Malta.

The ACD is responsible for managing and administering the Company's affairs in compliance with the FCA Rules. The ACD may delegate its management and administration functions, but not responsibility, to third parties, including associates subject to the FCA Rules.

It has therefore delegated to the Investment Manager the function of managing and acting as the investment adviser for the investment and reinvestment of the assets of the Sub-funds (as further explained in paragraph 6.3.1 below). The ACD has, in terms of a separate distribution agreement, delegated to the Investment Manager the responsibilities for distribution and marketing of the Shares (hereafter the "Distributor"), and pursuant to which the Distributor has the right to appoint sub-distributors upon terms acceptable to the ACD. It has also delegated to the Registrar certain functions relating to the register (as further explained in paragraph 6.5 below).

#### 6.2.2 **Terms of Appointment**

The appointment of the ACD has been made under an agreement between the Company and the ACD, as amended from time to time (the "ACD Agreement"). A copy of the Agreement is available to investors and will be sent on request.

Pursuant to the ACD Agreement, the ACD manages and administers the affairs of the Company in accordance with the Regulations, the Instrument of Incorporation and this Prospectus. The ACD Agreement incorporates detailed provisions relating to the ACD's responsibilities.

The appointment of the ACD may be terminated either by resolution of the Company in a general meeting at any time upon 6 months' prior written notice to the ACD (provided that no such notice takes effect until the appointment of a successor authorised corporate director), or if the ACD ceases for any reason to be the Company's authorised corporate director.

The appointment of the ACD may be terminated earlier upon the happening of certain specified events.

The ACD Agreement contains detailed provisions relating to the responsibilities of the ACD and excludes it from any liability to the Company for various acts or omissions, except to the extent that the Company suffers loss by the ACD's negligence, default, breach of duty or breach of trust in its performance of duties and obligations under the ACD Agreement.

The ACD Agreement provides indemnities to the ACD against all actions, claims, costs, expenses, charges, losses, damages and liabilities incurred or suffered by the ACD, in or about the execution or exercise of its powers or duties or authorities or discretions as ACD, other than in respect of its negligence, default, breach of duty or breach of trust, or to the extent that it is a liability which has been actually recovered from another person.

Subject to certain limited exceptions set out in the Regulations, the ACD may retain the services of any person to assist it in the performance of its functions.

The ACD will cover at all times the risks outlined below of loss or damage caused by any relevant person through the negligent performance of activities for which the ACD has legal responsibility by maintaining an amount of own funds, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the FCA Rules. In addition the ACD holds significant professional indemnity insurance against liability arising from professional negligence which is appropriate to the risks covered, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the FCA Rules.

The risks which are specifically covered by this approach include, without being limited to, risks of:

- 6.2.2.1 loss of documents evidencing title of assets of the Company;
- 6.2.2.2 misrepresentations or misleading statements made to the Company or its investors;
- 6.2.2.3 acts, errors or omissions resulting in a breach of:
  - (a) legal and regulatory obligations;
  - (b) duty of skill and care towards the Company and its investors;
  - (c) fiduciary duties;
  - (d) obligations of confidentiality;
  - (e) the terms of the Instrument of Incorporation;
  - (f) terms of appointment of the ACD by the Company;

- 6.2.2.4 failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts;
- 6.2.2.5 improperly carried out valuation of assets or calculation of share prices;
- 6.2.2.6 losses arising from business disruption, system failures, failure of transaction processing or process management.

Details of the fees payable to the ACD are set out in paragraph 7.1 "Charges payable to the ACD" below.

The ACD is under no obligation to account to the Company for any profit it makes in connection with any business similar to, or in competition with, the Company.

The Company has no directors other than the ACD. The ACD is the manager of certain authorised unit trusts and open-ended investment companies details of which are set out in Appendix IV.

### 6.3 **The Depositary**

#### 6.3.1 **General**

National Westminster Bank Plc is the Depositary of the Company.

The Depositary is incorporated in England as a public limited company. Its registered and head office is at 135 Bishopsgate, London EC2M 3UR. The ultimate holding company of the Depositary is the Royal Bank of Scotland Group plc, which is incorporated in Scotland. The principal business activity of the Depositary is banking.

#### 6.3.2 **Duties of the Depositary**

The Depositary is responsible for the safekeeping of all the Scheme Property of the Company and has a duty to take reasonable care to ensure that the Company is managed in accordance with the Instrument of Incorporation and the provisions of the COLL Sourcebook relating to the pricing of, and dealing in, Shares and relating to the income and the investment and borrowing powers of the Sub-funds. The Depositary is also responsible for monitoring the cash flows of the Sub-funds, and must ensure that certain processes carried out by the ACD are performed in accordance with the FCA Handbook, this Prospectus and the Instrument of Incorporation.

#### 6.3.3 **Terms of Appointment**

The Depositary was appointed under a Depositary Agreement between the ACD, the Company and the Depositary (the "Depositary Agreement").

Under the Depositary Agreement, the Depositary is free to render similar services to others and the Depositary, the Company and the ACD are subject to a duty not to disclose confidential information.

The powers, duties, rights and obligations of the Depositary, the Company and the ACD under the Depositary Agreement shall, to the extent of any conflict, be overridden by the FCA rules.

Under the Depositary Agreement the Depositary will be liable to the Company for any loss of Financial Instruments held in Custody or for any liabilities incurred by the Company as a result of the Depositary's negligent or intentional failure to fulfil its obligations.

However, the Depositary Agreement excludes the Depositary from any liability except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence in the performance or non-performance of its obligations.

It also provides that the Company will indemnify the Depositary for any loss suffered in performance or non-performance of its obligations except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence on its part.

The Depositary Agreement may be terminated on 90 days' notice by the Company or the Depositary or earlier on certain breaches or the insolvency of a party. However, termination of the Depositary Agreement will not take effect, nor may the Depositary retire voluntarily, until the appointment of a new Depositary.

Details of the fees payable to the Depositary are given in paragraph 7.4 "Depositary's fee and expenses" below.

## 6.4 **The Investment Manager**

### 6.4.1 **General**

The ACD has appointed the Investment Manager, Momentum Global Investment Management Limited, to provide investment management services to the ACD. The Investment Manager is authorised and regulated by the Financial Conduct Authority.

The Investment Manager's registered office is at The Rex Building, 62 Queen Street, London EC4R 1EB.

The principal activity of the Investment Manager is the provision of investment management services to clients throughout the world.

### 6.4.2 **Terms of Appointment**

The terms of the Investment Management Agreement between the ACD and the Investment Manager include the provision of investment management in accordance with the investment objectives of the Sub-funds, the purchase and sale of investments and on the exercise of voting

rights relating to such investments. The Investment Manager has authority to make decisions on behalf of the ACD on a discretionary basis in respect of day to day investment management of the Scheme Property including authority to place purchase orders and sale orders with regulated dealers and preparation of the Investment Manager's report half yearly for inclusion in the Company's Report for circulation to Shareholders. The Agreement may be terminated by either party on not less than six months' written notice or earlier upon the happening of certain specified events, or if the ACD considers that it is in the interests of the Shareholders to do so.

The Investment Management Agreement contains provisions to the following effect:

- (a) the ACD will indemnify the Investment Manager against certain claims in connection with the provision of services under the Investment Management Agreement.
- (b) The Investment Manager will indemnify the ACD and the Company against certain claims to the extent that they directly arise as a result of or in connection with the fraud, wilful default or negligence of the Investment Manager;
- (c) The Investment Manager shall not be liable for any partial or complete non-performance of its obligations due to causes beyond its control;
- (d) The agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

The Investment Manager is entitled to a fee out of that paid to the ACD, as explained below in paragraph 7.

The Investment Manager maintains professional indemnity insurance.

The Investment Manager will not be considered as a broker fund adviser under the FCA Handbook in relation to the Company.

## 6.5 **The Registrar**

### 6.5.1 **General**

The ACD acts as registrar to the Company.

The registered office of the Registrar is Springfield Lodge, Colchester Road, Chelmsford, Essex, CM2 5PW.

The register is kept and maintained at Springfield Lodge, Colchester Road, Chelmsford, Essex, CM2 5PW.

### 6.5.2 **Register of Shareholders**

The Register of Shareholders will be maintained by the Registrar at the address of its office as noted above, and may be inspected at that address

or the principal place of business of the ACD during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

#### 6.5.3 **Delegated Functions**

The ACD has delegated dealing and registration functions to Silica Financial Administration Solutions (Pty) Ltd. Silica Financial Administration Solutions (Pty) Ltd are remunerated for such services by the ACD.

### 6.6 **The Auditors**

The auditors of the Company are PricewaterhouseCoopers LLP, whose address is 7 More London Riverside, London SE1 2RT.

The duties of the auditors are to carry out an annual audit of the Company and to issue a report including the following statements:

- (a) whether, in the auditor's opinion, the accounts have been properly prepared in accordance with the relevant statement of recommended practice, the FCA Rules and the instrument constituting the scheme;
- (b) whether, in the auditor's opinion, the accounts give a true and fair view of the net revenue and the net capital gains or losses on the scheme property of the Company for the annual accounting period in question and the financial position of the Company as at the end of that period;
- (c) whether the auditor is of the opinion that proper accounting records for the Company have not been kept or whether the accounts are not in agreement with those records;
- (d) whether the auditor has been given all the information and explanations which, to the best of his knowledge and belief, are necessary for the purposes of this audit; and
- (e) whether the auditor is of the opinion that the information given in the report of the ACD for that period is consistent with the accounts.

## 6.7 **Conflicts of Interest**

The ACD, the Investment Manager and other companies within Maitland Institutional Services and/or the Investment Manager's group may, from time to time, act as investment managers or advisers to other funds or sub-funds which follow similar investment objectives to those of the Sub-funds. It is therefore possible that the ACD and/or the Investment Manager may in the course of their business have potential conflicts of interest with the Company or a particular Sub-fund. Each of the ACD and the Investment Manager will, however, have regard in such event to its obligations under the ACD Agreement and the Investment Management Agreement respectively and, in particular, to its obligation to act in the best interests of the Company so far as practicable, having regard to its obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise.

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

Up to date information regarding (i) the Depositary's name, (ii) the description of its duties and any conflicts of interest that may arise between the Company, the Shareholders or the ACD and the Depositary, and (iii) the description of any safekeeping functions delegated by the Depositary, the description of any conflicts of interest that may arise from such delegation, and the list showing the identity of each delegate and sub-delegate, will be made available to Shareholders on request.

## 7. **FEES AND EXPENSES**

### 7.1 **Charges payable to the ACD**

The ACD is entitled to receive from each Sub-fund an annual management charge, the details of which are set out in Appendix 1. The annual management charge is calculated and accrued daily and is payable monthly and is calculated by reference to the Net Asset Value of the Sub-funds as at the preceding Valuation Point.

The fees and expenses of the Investment Manager shall be paid by the ACD out of the annual management charge.

The ACD is entitled to receive a minimum fee of £15,000 per Sub-fund per annum, with individual fees of 0.07% on the first £50 million, 0.05% on the next £50 million and 0.03% thereafter for the provision of services.

The ACD is entitled to receive an ad valorem charge for expenses in respect of Sub-fund valuation and accounting of 0.09% on the first £50 million, 0.07% on the next £50 million, 0.05% on the next £100 million and 0.03% thereafter (with a minimum fee of £25,000 per annum). This charge accrues daily and is payable monthly and is calculated by reference to the Net Asset Value of the Sub-funds as at the last Valuation Point of the preceding month.

The ACD is also entitled to a fee of £15 for each electronic dealing, £20 for each dealing transaction administered in paper form and £100 for complex transactions (for example when dealing with administrators or executors of wills) and an annual account maintenance fee of £20 per account, subject to a minimum fee of £15,750 per Sub-fund. This fee is calculated and payable monthly.

In the event that there are more than two distributions per annum, the ACD will be entitled to a fee of £1,000 for each additional distribution.

The ACD is also entitled to a management accounting fee of £1,500 per annum per Sub-fund and, in the event that there are more than two share classes, the ACD will be entitled to an additional fee of £7,500 per share class, per annum.

## 7.2 **Other Expenses**

The following expenses may also be paid out of the Scheme Property of the Company or each Sub-fund (as the case may be) so far as permitted by the COLL Sourcebook:

- 7.2.1 any costs and expenses incurred in incorporating and authorising the Company, any Sub-funds and Share Classes at and after the initial establishment but within the first accounting year of the Company, including the initial offer and issue of Shares. Such costs will be apportioned on a straight line basis over the first accounting year of the Company and where there is more than one Sub-fund or Share Class, apportioned according to the Net Asset Value of the appropriate Sub-fund of Share Class;
- 7.2.2 broker's commission, fiscal charges and other disbursements (including stamp duty and/or stamp duty reserve tax) which are necessary to be incurred in effecting transactions for the Sub-funds and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- 7.2.3 any costs incurred in or about the listing of Shares in the Company on any Stock Exchange, and the creation, conversion and cancellation of Shares;
- 7.2.4 any costs incurred by the Company in publishing the price of the Shares in a national or other newspaper or any other form of media;
- 7.2.5 any cost incurred in producing and dispatching payments made by the Company or a Sub-fund (as the case may be), or the yearly and half yearly reports of the Company;

- 7.2.6 any costs incurred in preparing, translating, producing (including printing), distributing and modifying, any instrument of incorporation any prospectus, any key investor information document (apart from the cost of distributing the key investor information document), or reports, accounts, statements, contract notes and other like documentation or any other relevant document required under the Regulations;
- 7.2.7 any costs incurred as a result of periodic updates of or changes to any prospectus, key investor information document or instrument of incorporation;
- 7.2.8 any fees, expenses or disbursements of any legal or other professional adviser of the Company;
- 7.2.9 any costs incurred in taking out and maintaining an insurance policy in relation to the Company and the ACD;
- 7.2.10 any costs incurred in respect of meetings of Shareholders convened for any purpose;
- 7.2.11 any liability arising after the transfer of property to another authorised fund in consideration of units or shares in such other fund in accordance with COLL 6.7.15R;
- 7.2.12 interest on permitted borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 7.2.13 taxation and duties payable in respect of the Scheme Property or the issue or redemption of Shares;
- 7.2.14 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 7.2.15 periodic fees of the FCA, together with any corresponding fees of any regulatory authority in a country or territory outside the UK in which Shares in the Sub-funds are or may be marketed;
- 7.2.16 any expense incurred in relation to company secretarial duties including the cost of maintenance of minute books and other documentation required to be maintained by the Company;
- 7.2.17 any expense incurred in relation to each dealing transaction of Shares of the Company by way of example, including the cost of telephone, fax, postage and bank charges required to process a dealing transaction;
- 7.2.18 any expense incurred in conducting risk management Valuation at Risk (VaR) monitoring and reporting;
- 7.2.19 any payment otherwise due by virtue of a change to the Regulations;
- 7.2.20 any costs incurred which are associated with independent risk monitoring or daily "value at risk" or "VaR" calculations (part of the risk monitoring process);

- 7.2.21 any costs incurred in amending the Instrument of Incorporation or this Prospectus including costs in respect of meetings of shareholders and/or directors convened for the purposes which include the purpose of amending the Instrument of Incorporation or this Prospectus;
- 7.2.22 payments or costs in relation to the preparation of the key investor information document (either in respect of the Company or a Sub-fund);
- 7.2.23 any VAT or similar tax relating to any charge or expense set out herein; and
- 7.2.24 any other payment permitted to be paid out of the Scheme Property under the Regulations as provided for in the Instrument of Incorporation of the Company.

The ACD is also entitled to be paid by the Company out of the Scheme Property any expenses incurred by the ACD or its delegates of the kinds described above.

Expenses are allocated between capital and income in accordance with the Regulations. The applicable policy for each Sub-fund is set out in Appendix I. Where expenses are deducted in the first instance from income if, and only if, this is insufficient, deductions will be made from capital (save for any charge made in respect of SDRT under paragraph 3.5.6 "Stamp Duty Reserve Tax"). If deductions were made from capital, this could have an adverse effect on a Sub-fund's capital and constrain growth.

The establishment costs of any Sub-fund launched after the issue of this Prospectus may be borne by that Sub-fund.

Value Added Tax will be added to all these payments, where applicable.

Further charges for taxation may be paid out of the Scheme Property as described in Section 10 below.

### 7.3 **Increase in the Charges payable to the ACD**

Any increase of the annual management charge by the ACD will be carried out in accordance with the Regulations. The ACD will give Shareholders at least 60 days' notice of any material increases in fees.

### 7.4 **Depositary's fee and expenses**

The Depositary receives for its own account a periodic fee which will be calculated and accrue daily and is payable monthly on the last business day in each calendar month in respect of that day and the period since the last business day in the preceding month and is payable as soon as practicable after the last business day in each month. The fee is calculated by reference to the value of the Sub-fund on the last business day of the preceding month except for the first accrual which is calculated by reference to the first Valuation Point of the Sub-fund. The rate of the periodic fee is agreed between the ACD and the Depositary and is calculated on a sliding scale for the Sub-fund on the following basis:

- 0.05% per annum for the first £50,000,000 in value of the Scheme Property;
- 0.04% per annum on the next £100,000,000 in value of the Scheme Property; and
- 0.03% per annum on the value thereafter.

The annual fee is subject to a minimum of £15,000 per annum per Fund.

These rates can be varied from time to time in accordance with the COLL Sourcebook.

The first accrual in relation to any Sub-fund will take place in respect of the period beginning on the day on which the first valuation of that Sub-fund is made and ending on the last business day of the month in which that day falls.

In addition to the periodic fee referred to above, the Depositary shall also be entitled to be paid transaction and custody charges in relation to transaction handling and safekeeping of the Scheme Property as follows:

<b>Item</b>	<b>Range</b>
Custody Transaction Charges	£6 to £47
Custody Charges	0.01% to 0.35% per annum

At present the Depositary delegates the function of custody of the Scheme Property to JP Morgan Chase Bank N.A.

Where relevant, the Depositary may make a charge for its services in relation to: distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions, in relation to a Sub-fund and may purchase or sell or deal in the purchase or sale of Scheme Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the COLL Sourcebook.

The Depositary will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Instrument, the COLL Sourcebook or by the general law.

On a winding up of a Sub-fund the Depositary will be entitled to its pro rata fees, charges and expenses to the date of winding up, the termination, or the redemption (as appropriate) and any additional expenses necessarily realised in settling or receiving any outstanding obligations.

Any value added tax on any fees, charges or expenses payable to the Depositary will be added to such fees, charges or expenses.

In each such case such payments, expenses and disbursements may be payable to any person (including the ACD or any associate or nominee of the Depositary or of the ACD) who has had the relevant duty delegated to it pursuant to the COLL Sourcebook by the Depositary.

#### 7.5 **Allocation of fees and expenses between Sub-funds**

All the above fees, duties and charges (other than those borne by the ACD) will be charged to the Sub-fund in respect of which they were incurred. This includes any charges and expenses incurred in relation to the Register of Shareholders, except that these will be allocated and charged to each class of Shares on a basis agreed between the ACD and the Depositary.

Where an expense is not considered to be attributable to any one Sub-fund, the expense will normally be allocated in a manner which the ACD considers fair to Shareholders generally. This will normally be pro rata to the Net Asset Value of the relevant Sub-funds.

Fees and expenses are charged to the income property of the Company. Where income is insufficient to pay charges the residual amount is taken from capital.

### 8. **INSTRUMENT OF INCORPORATION**

The Instrument of Incorporation is available for inspection at the ACD's offices at Springfield Lodge, Colchester Road, Chelmsford, Essex, CM2 5PW.

### 9. **SHAREHOLDER MEETINGS AND VOTING RIGHTS**

#### 9.1 **Class, Company and Sub-fund Meetings**

The Company has dispensed with the requirement to hold AGMs.

The provisions below, unless the context otherwise requires, apply to Class meetings and meetings of Sub-funds as they apply to general meetings of the Company, but by reference to Shares of the Class or Sub-fund concerned and the Shareholders and value and prices of such Shares.

#### 9.2 **Requisitions of Meetings**

The ACD may requisition a general meeting at any time.

Shareholders may also requisition a general meeting of the Company. A requisition by Shareholders must state the objects of the meeting, be dated, be signed by Shareholders who, at the date of the requisition, are registered as holding not less than one tenth in value of all Shares then in issue and the requisition must be deposited at the head office of the Company. The ACD must convene a general meeting no later than eight weeks after receipt of such requisition.

#### 9.3 **Notice and Quorum**

Shareholders will receive at least 14 days' notice of a general meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy. The quorum for an adjourned meeting is one person entitled to be counted in

a quorum. Notices of meetings and adjourned meetings will be sent to Shareholders at their registered addresses.

#### 9.4 **Voting Rights**

At a general meeting, on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, has one vote.

On a poll vote, a Shareholder may vote either in person or by proxy. The voting rights attaching to each Share are such proportion of the voting rights attached to all the Shares in issue that the price of the Share bears to the aggregate price of all the Shares in issue at a reasonable date, before the notice of meeting is sent out, such date to be decided by the ACD.

A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

In the case of joint Shareholders, the vote of the most senior Shareholder who votes, whether in person or by proxy, must be accepted to the exclusion of the votes of the other joint Shareholders. For this purpose seniority must be determined by the order in which the names stand in the Register.

Except where the FCA Rules or the Instrument of Incorporation require an extraordinary resolution (which needs at least 75% of the votes cast at the meeting to be in favour if the resolution is to be passed) any resolution required by the COLL Sourcebook will be passed by a simple majority of the votes validly cast for and against the resolution.

The ACD may not be counted in the quorum for a meeting and neither the ACD nor any associate (as defined in the COLL Sourcebook) of the ACD is entitled to vote at any meeting of the Company except in respect of Shares which the ACD or associate holds on behalf of or jointly with a person who, if the registered Shareholder, would be entitled to vote and from whom the ACD or associate has received voting instructions.

Where all the Shares in a Sub-fund are registered to, or held by, the ACD or its associates and they are therefore prohibited from voting and a resolution (including an extraordinary resolution) is required to conduct business at a meeting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the Depositary, instead be passed with the written consent of Shareholders representing 50% or more, or for an extraordinary resolution 75% or more, of the Shares in issue.

“Shareholders” in this context means Shareholders entered on the register at a time to be determined by the ACD and stated in the notice of the meeting which must not be more than 48 hours before the time fixed for the meeting.

#### 9.5 **Variation of Class or Sub-fund rights**

The rights attached to a Class or Sub-fund may be varied in accordance with the FCA Rules.

## 10. **TAXATION**

### 10.1 **General**

The information below is a general guide based on current United Kingdom law and HM Revenue & Customs practice, all of which are subject to change. It summarises the tax position of the Company and of investors who are United Kingdom resident individuals and hold Shares as investments. The regime for taxation of income and capital gains received by individual investors depends on the tax law applicable to their personal circumstances and/or the place where the Scheme Property is invested. Prospective investors who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction other than the United Kingdom, are recommended to take professional advice.

### 10.2 **The Company**

The Company is generally exempt from United Kingdom tax on capital gains realised on the disposal of its investments.

Dividends from United Kingdom companies are received by the Company with a tax credit and no further tax is payable by the Company on that income. The Company will be subject to corporation tax on most other types of income but after deducting allowable management expenses and the gross amount of any interest distributions. Where the Company suffers foreign tax on income received, this may normally be deducted from the United Kingdom tax due on that income.

The Company will make dividend distributions except where more than a certain percentage of its property has been invested throughout the distribution period in interest-paying investments, in which case it will make interest distributions.

### 10.3 **Shareholders**

#### 10.3.1 **Income**

The Company will pay distributions (which will be automatically retained in the Company in the case of accumulation Shares) with a tax credit. Individuals liable to income tax at the basic rate will have no further liability to tax. Higher rate taxpayers will have to pay an additional amount of income tax on the amount received. Certain categories of Shareholder may be able to reclaim some tax credits.

#### 10.3.2 **Income equalisation**

The first income allocation received by an investor after buying Shares may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the investor as part of the purchase price. It is a return of capital, and is not taxable. Rather it should be deducted from the acquisition cost of the Shares for capital gains tax purposes.

### 10.3.3 **Capital Gains**

Shareholders may be liable to capital gains tax on gains arising from the redemption, transfer or other disposal of Shares. The rate of tax, and available reliefs, will be as applicable from time to time.

An exchange of Shares in one Sub-fund of the Company for Shares in another Sub-fund will normally be treated as a disposal for this purpose.

## 11. **RISK PROFILE MANAGEMENT**

11.1 The ACD, in consultation with the Investment Manager, has adopted a risk management process in respect of the Company. This process involves regular review of the performance of the Sub-funds against agreed benchmarks.

11.2 The ACD operates a liquidity risk management policy with a view to ensuring that unitholders are able to realise their Shares in accordance with this Prospectus and the requirements of the FCA Rules. This Prospectus provides information in relation to liquidity risk management, including the redemption rights of investors in normal and exceptional circumstances, and the existing redemption arrangements with investors.

11.3 Liquidity risk is the risk that a Sub-fund is unable to meet its obligations as they fall due. Examples include insufficient cash to meet redemption requests or make margin payments requirements and the risk that a particular derivative position cannot be easily unwound or offset due to insufficient market depth or market disruption or that the Sub-fund's financial obligations arising from the derivative activity (such as margin calls) will not be able to be met. It is controlled for through monitoring of the liquidity of all instruments used, including derivatives, in the context of the investment objectives and liquidity requirements of each Sub-fund. Cash positions are monitored and reported to ensure that the Sub-fund has sufficient capacity to meet obligations arising from any derivative positions.

11.4 Stress tests on the portfolio are undertaken on a periodic basis; the frequency is dependent on a number of factors – portfolio composition, liquidity, etc.

## 12. **FAIR TREATMENT OF INVESTORS**

12.1 The ACD ensures fair treatment of investors by its compliance with the applicable rules in the FCA Rules.

12.2 The ACD is required, under the FCA Rules, to treat its customers fairly, when they become, remain or as they cease to be Shareholders. The ACD complies with the FCA Rules, and has adopted a series of policies and procedures (including a Conflict of Interest policy) which are designed to achieve this outcome.

12.3 The ACD and the Investment Manager may in certain circumstances grant preferential treatment to investors. This may include, for example, access to certain share classes, a waiver or reduction of certain charges, the payment of rebates, or access to individuals within the ACD or the Investment Manager. If such rights are granted, this would typically be to investors who invest significant amounts in the

Company. Such investors would not typically be legally or economically linked to the ACD.

- 12.4 Any Shareholder may be granted preferential treatment in relation to the terms of its investment in the Company by the ACD, the Investment Manager and/or any other service provider to the Company.

### 13. **LEGAL IMPLICATIONS**

The main legal implications of the contractual relationship entered into for the purpose of investment in the Company are as follows:

- 13.1 By investing in the Company through Electronic Communications, by telephone or by submitting an application form to the Administrator, the investor makes an offer to subscribe for Shares which, once it is accepted by the ACD, or the Administrator on its behalf, has the effect of a binding contract to subscribe for Shares.
- 13.2 The provisions of the scheme documents made between the ACD and the Depositary by way of which the Company is constituted, as the same may be amended from time to time are binding on each of the Shareholders (who are taken to have notice of them) as if that Shareholder was a party to it with effect on and from the date that any person has become a Shareholder.
- 13.3 The scheme documents and the application form are each made under and governed by and shall be construed in accordance with the laws of England and Wales.
- 13.4 The scheme documents may be amended by agreement between the ACD and the Depositary.
- 13.5 Absent a direct contractual relationship between a Shareholder and the relevant service provider, Shareholders generally have no direct rights against the relevant service provider and there are only limited circumstances in which a Shareholder may potentially bring a claim against the relevant service provider. Instead, the proper claimant in an action in respect of which a wrongdoing is alleged to have been committed against the Company by the relevant service provider is, prima facie, the Company itself or the ACD acting on behalf of the Company, as the case may be.

### 14. **CONFLICTS OF INTEREST**

- 14.1 The ACD, the Investment Manager, the Registrar, the Administrator, the managers of funds in which the Sub-funds invest ("fund managers") and their respective service providers may be connected parties. The affiliations and relationships mentioned above may affect independent and unbiased judgements.
- 14.2 The Investment Manager may hold or trade in securities and instruments of the same type as the securities and instruments held or traded in by the funds and fund managers; they may also utilise the same or similar strategies as those adopted by the fund managers. The Investment Manager may therefore trade and compete with fund managers and funds on an arm's length basis. In addition, the Investment Manager may make investments in other funds managed or advised by it.

- 14.3 The Investment Manager has discretion to enter into foreign exchange hedging transactions and borrowings on behalf of the Company. The Investment Manager may appoint an affiliate of any existing service provider or any other third party to act as a counterparty in the execution of foreign exchange transactions in connection with the currency hedging activities of the Company and/or to implement the currency hedging strategy.

15. **WINDING UP OF THE COMPANY OR A SUB-FUND**

The Company will not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under the FCA Rules. A Sub-fund may be wound up under the COLL Sourcebook or under Part V of the Insolvency Act 1986 (as modified by regulation 33C of the OEIC Regulations) as an unregistered company.

Where the Company or a Sub-fund is to be wound up under the FCA Rules, such winding up may only be commenced following approval by the FCA. The FCA may only give such approval if the ACD provides a statement (following an investigation into the affairs of the Company or Sub-fund) either that the Company or Sub-fund will be able to meet its liabilities within 12 months of the date of the statement or that the Company or Sub-fund will be unable to do so. The Company or Sub-fund may not be wound up under the FCA Rules if there is a vacancy in the position of ACD at the relevant time.

The Company shall be wound up or a Sub-fund must be terminated under the COLL Sourcebook:

- 15.1 if an extraordinary resolution to that effect is passed by Shareholders; or
- 15.2 when the period (if any) fixed for the duration of the Company or a particular Sub-fund by the Instrument of Incorporation expires, or any event occurs on the occurrence of which the Instrument of Incorporation provides that the Company or a particular Sub-fund is to be wound up; or
- 15.3 on the date stated in any agreement by the FCA to a request by the ACD for the revocation of the authorisation order in respect of the Company or for the termination of the relevant Sub-fund.

On the occurrence of any of the above:

- 15.4 COLL 6.2 (Dealing), COLL 6.3 (Valuation and Pricing) and COLL 5 (Investment and borrowing powers) will cease to apply to the Company or the relevant Sub-fund;
- 15.5 the Company will cease to issue and cancel Shares in the Company or the relevant Sub-fund and the ACD shall cease to sell or redeem Shares or arrange for the Company to issue or cancel them for the Company or the relevant Sub-fund;
- 15.6 no transfer of a Share shall be registered and no other change to the Register of Shareholders shall be made without the sanction of the ACD;
- 15.7 where the Company is being wound up, the Company shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;

- 15.8 the corporate status and powers of the Company and subject to 11.4 to 11.7 above, the powers of the Depositary shall continue until the Company is dissolved.

The Company may be wound up, at the ACD's discretion, if the Share capital of the Company or (in relation to any Sub-fund) the Net Asset Value of the Sub-fund is below £5 million, or if a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to terminate the Sub-fund.

The ACD shall, as soon as practicable after the Company or the Sub-fund falls to be wound up, realise the assets and meet the liabilities of the Company and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up, arrange for the Depositary to make one or more interim distributions out of the proceeds to Shareholders proportionately to their rights to participate in the Scheme Property. If the ACD has not previously notified Shareholders of the proposal to wind up the Company or terminate the Sub-fund, the ACD shall, as soon as practicable after the commencement of winding up of the Company or the termination of the Sub-fund, give written notice of the commencement to Shareholders. When the ACD has caused all of the Scheme Property to be realised and all of the liabilities of the Company or the particular Sub-fund to be realised, the ACD shall arrange for the Depositary to make a final distribution to Shareholders on or prior to the date on which the final account is sent to Shareholders of any balance remaining in proportion to their holdings in the Company or the particular Sub-fund.

As soon as reasonably practicable after completion of the winding up of the Company or the particular Sub-fund, the Depositary shall notify the FCA that the winding up has been completed.

On completion of a winding up of the Company, the Company will be dissolved and any money (including unclaimed distributions) still standing to the account of the Company, will be paid into court by the ACD within one month of the dissolution.

Following the completion of a winding up of either the Company or a Sub-fund, the ACD must prepare a final account showing how the winding up took place and how the Scheme Property was distributed. The auditors of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA and to each Shareholder (or the first named of joint Shareholders) on the Register within four months of the completion of the winding up or termination.

As the Company is an umbrella company, each Sub-fund may be wound up as if it were a separate open-ended investment company. Any liabilities attributable or allocated to a particular Sub-fund under the FCA Rules shall be met out of the Scheme Property attributable or allocated to that particular Sub-fund.

## 16. **GENERAL INFORMATION**

### 16.1 **Accounting Periods**

The annual accounting period of the Company ends each year on 30 June (the accounting reference date) with an interim accounting period ending on 31 December.

The ACD may even out the payments of income within an accounting period by carrying forward income otherwise distributable with a view to augmenting amounts to be paid out at a later date. Details of the Sub-funds for which this policy is currently considered are set out in Appendix I.

### 16.2 **Notice to Shareholders**

All notices or other documents sent by the ACD to a Shareholder will be sent by normal post to the last address notified in writing to the Company by the Shareholder.

### 16.3 **Income Allocations**

Some Sub-funds may have interim and final income allocations and other Sub-funds may have quarterly income allocations and some Sub-funds may only have final income allocation dates (see Appendix I). For each of the Sub-funds income is allocated in respect of the income available at each accounting date.

In relation to income Shares, distributions of income for each Sub-fund in which income Shares are issued are paid by cheque or telegraphic transfer directly into a Shareholder's bank account on or before the relevant income allocation date in each year as set out in Appendix I.

For Sub-funds in which accumulation Shares are issued, income will become part of the capital property of the Sub-fund and will be reflected in the price of each such accumulation Share as at the end of the relevant accounting period.

If a distribution made in relation to any income Shares remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the relevant Sub-fund (or, if that no longer exists, to the Company).

The amount available for distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the account of the relevant Sub-fund in respect of that period, and deducting the charges and expenses of the relevant Sub-fund paid or payable out of income in respect of that accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the Company's auditors as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account and other matters.

#### 16.4 **Annual Reports**

The annual accounting period of the Company ends on 30 June in each year (the "accounting reference date") and the interim accounting period ends on 31 December (the "interim accounting reference date") or such other date as the ACD may determine.

The Company's annual long report incorporating audited financial statements will be published within four months after the end of the financial year and the interim long report within two months of the end of the interim accounting period. Copies of the interim and annual long reports will be available to Shareholders on request from the ACD.

Copies of all reports to Shareholders will be available for inspection by the general public at the ACD's offices at Springfield Lodge, Colchester Road, Chelmsford, Essex CM2 5PW.

#### 16.5 **Remuneration Policy**

The ACD establishes and applies remuneration policies and practices for UCITS Remuneration Code staff that:

- 16.5.1 are consistent with and promote sound and effective risk management;
- 16.5.2 do not encourage risk taking which is inconsistent with the risk profiles or the instrument constituting the fund or the prospectus, as applicable, of the UCITS it manages;
- 16.5.3 do not impair the ACD's compliance with its duty to act in the best interests of the UCITS it manages; and
- 16.5.4 include fixed and variable components of remuneration, including salaries and discretionary pension benefits.

Up-to-date details of the ACD's remuneration policy, including but not limited to (i) a description of how remuneration and benefits are calculated; and (ii) the identities of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, can be found at [www.maitlandgroup.com](http://www.maitlandgroup.com). Shareholders may obtain a paper copy of the full remuneration policy, free of charge, on request from the ACD.

#### 16.6 **Documents of the Company**

The following documents may be inspected free of charge during normal business hours on any business day at the offices of the ACD at Springfield Lodge, Colchester Road, Chelmsford, Essex, CM2 5PW:

- 16.6.1 the most recent annual and half yearly reports of the Company;
- 16.6.2 the Instrument of Incorporation (and any amending documents); and
- 16.6.3 the material contracts referred to below.
- 16.6.4 this Prospectus or the most recent version of the Prospectus

Shareholders may obtain copies of the above documents from the ACD. The ACD may make a charge at its discretion for copies of documents (apart from the most recent versions of the Prospectus and annual and half yearly long reports of the Company which are available free of charge to anyone who requests them).

#### 16.7 **Material Contracts**

The following contracts, not being contracts entered into, in the ordinary course of business, have been entered into by the Company and are, or may be, material:

16.7.1 the ACD Agreement between the Company, and the ACD; and

16.7.2 the Depositary Agreement between the Company, the ACD and novated in favour of the Depositary.

Details of the above contracts are given under section 6 "Management and Administration".

#### 16.8 **Provision of Investment Advice**

All information concerning the Company and about investing in Shares of the Company is available from the ACD at Springfield Lodge, Colchester Road, Chelmsford, Essex, CM2 5PW. The ACD is not authorised to give investment advice and persons requiring such advice should consult a professional financial adviser. All applications for Shares are made solely on the basis of the current prospectus of the Company, and investors should ensure that they have the most up to date version.

#### 16.9 **Telephone Recordings**

Please note that the ACD may record telephone calls for training and monitoring purposes and to confirm investors' instructions.

#### 16.10 **Complaints**

Complaints concerning the operation or marketing of the Company may be referred to the Head of Compliance at the ACD at Springfield Lodge, Colchester Road, Chelmsford, Essex, CM2 5PW or, if you subsequently wish to take your complaint further, direct to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The website of the Financial Ombudsman Service is at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Services Compensation Scheme offers compensation when an authorised firm is unable to pay claims against it, usually because the firm has gone out of business. The ACD is covered by the Financial Services Compensation Scheme. Investors may be entitled to compensation from the scheme if the ACD cannot meet its obligations. Most types of investment business are covered for 100% of the first £50,000 only. Further information is available from the Financial Services Compensation Scheme (FSCS) by contacting the FSCS Limited at 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU or via telephone: on 0800 678 1100 or 020 7741 4100.

### 16.11 **Risk Management**

The ACD will provide upon the request of a Shareholder further information relating to:

- 16.11.1 the quantitative limits applying in the risk management of any Sub-fund;
- 16.11.2 the methods used in relation to 16.11.1; and
- 16.11.3 any recent development of the risk and yields of the main categories of investment.

### 16.12 **Indemnity**

The Instrument of Incorporation contains provisions indemnifying the Directors, other officers and the Company's auditors or the Depositary against liability in certain circumstances otherwise than in respect of their negligence, default, breach of duty or breach of trust, and indemnifying the Depositary against liability in certain circumstances otherwise than in respect of its failure to exercise due care and diligence in the discharge of its functions in respect of the Company.

### 16.13 **Genuine diversity of ownership**

Shares in the Company are and will continue to be widely available. The intended categories of investors are retail investors and non-retail, professional investors. Different Share Classes of a sub-fund are issued to different types of investors.

Shares in the Company are and will continue to be marketed and made available sufficiently widely to reach the intended categories of investors for each Share Class, and in a manner appropriate to attract those categories of investors.

**APPENDIX I**  
**SUB-FUND DETAILS**

<b>Name:</b>	<b>MI Momentum Cautious (not launched yet)</b>
<b>Type of Sub-fund:</b>	UCITS scheme
<b>Investment Objective and Policy:</b>	<p>The Sub-fund aims to grow capital by investing in a diversified range of asset classes, with limited exposure to equities.</p> <p>The Sub-fund may gain exposure to a broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash through investments in either collective investment schemes or transferable securities.</p> <p>In doing so, the Sub-fund will target a risk rating factor 2 as determined by an independent risk rating body. The risk profile of the Sub-fund is very low risk.</p> <p>Performance is measured over an entire market cycle (the market cycle is a period of time from which the market moves from a period of increasing prices and strong performance, to a period of weak performance and falling prices, and then back again), rather than at any one point in time.</p> <p>Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim, after fees and expenses of the Sub-Fund have been deducted, for a return which is in line with the Consumer Price Index over the relevant market cycle. There is no guarantee that this return will be achieved.</p> <p>The Sub-fund may use derivatives or forward transactions only for the purpose of efficient portfolio management.</p>
<b>Product Reference Number:</b>	[•]
<b>Initial offer period</b>	1 day
<b>Initial share price</b>	100p
<b>Final accounting date:</b>	30 June

<b>Interim accounting dates:</b>	31 December	
<b>Income distribution dates:</b>	31 August (annual) and last day of February (interim)	
<b>Shares Classes and type of Shares</b>	Accumulation (Class A)	
<b>Initial charge:</b>	Class A: Nil	
<b>Redemption charge:</b>	Nil	
<b>Switching charge:</b>	Please refer to section 3.4	
<b>Annual Management Charge:*</b>	Class A: 0.30%	
<b>Charges taken from Income:</b>	50% to the income of the Sub-fund and 50% to the capital	
<b>Investment minima:**</b>	<b>Lump sum</b>	Class A: £1,000
	<b>Holding</b>	Class A: £500
	<b>Redemption</b>	N/A (provided minimum holding is maintained)
<b>Performance Fee:</b>	No	
<b>Past performance:</b>	Past performance information is set out in Appendix V	

\* The annual management charge will normally be charged 50% to the income of the Sub-fund and 50% to the capital. Charges to the capital of the Sub-fund may adversely affect capital growth.

\*\* The ACD may waive the minimum levels at its discretion.

<b>Name:</b>	<b>MI Momentum Focus 3</b>
<b>Type of Sub-fund:</b>	UCITS scheme
<b>Investment Objective and Policy:</b>	<p>The Sub-fund aims to achieve medium to long-term capital growth.</p> <p>The Sub-fund may gain exposure to a broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash by investing predominantly in a globally diverse mix of collective investment schemes.</p> <p>In doing so, the Sub-fund will target a risk rating factor 3 as determined by an independent risk rating body. The risk profile of the Sub-fund is defensive with between 0% and 35% exposure to equities. Performance is measured over an entire market cycle (the market cycle is a period of time from which the market moves from a period of increasing prices and strong performance, to a period of weak performance and falling prices, and then back again), rather than at any one point in time.</p> <p>Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim, after fees and expenses of the Sub-Fund have been deducted, for a return which is 3% in excess of the consumer price index over the same market cycle. There is no guarantee that this return will be achieved.</p> <p>The Sub-fund may also invest in other transferable securities, cash, near cash, deposits, money market instruments and money market funds.</p> <p>The Sub-fund may use derivatives or forward transactions only for the purpose of efficient portfolio management.</p>
<b>Product Reference Number:</b>	642471
<b>Final accounting date:</b>	30 June
<b>Interim accounting dates:</b>	31 December
<b>Income distribution</b>	31 August (annual) and Last day of February (interim)

**dates:**

**Shares Classes and type of Shares** Accumulation (Class A and Class B)

**Initial charge:** Class A: Nil  
Class B: Nil

**Redemption charge:** Nil

**Switching charge:** Please refer to section 3.4

**Annual Management Charge:\*** Class A: 0.50%  
Class B: 1.50%

**Charges taken from Income:** 50% to the income of the Sub-fund and 50% to the capital

**Investment minima:\*\***

<b>Lump sum</b>	Class A: £1,000
	Class B: £1,000
<b>Holding</b>	Class A: £500
	Class B: £500
<b>Redemption</b>	N/A (provided minimum holding is maintained)

**Performance** No

**Fee:**

**Past performance:** Past performance information is set out in Appendix V

\* The annual management charge will normally be charged 50% to the income of the Sub-fund and 50% to the capital. Charges to the capital of the Sub-fund may adversely affect capital growth.

\*\* The ACD may waive the minimum levels at its discretion.

<b>Name:</b>	<b>MI Momentum Focus 4</b>
<b>Type of Sub-fund:</b>	UCITS scheme
<b>Investment Objective and Policy:</b>	<p>The Sub-fund aims to achieve medium to long-term capital growth.</p> <p>The Sub-fund may gain exposure to a broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash by investing predominantly in a globally diverse mix of collective investment schemes.</p> <p>In doing so, the Sub-fund will target a risk rating factor 4 as determined by an independent risk rating body. The risk profile of the Sub-fund is broadly balanced with between 40% and 60% exposure to equities. Performance is measured over an entire market cycle (the market cycle is a period of time from which the market moves from a period of increasing prices and strong performance, to a period of weak performance and falling prices, and then back again), rather than at any one point in time.</p> <p>Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim, after fees and expenses of the Sub-fund have been deducted, for a return which is 4% in excess of the consumer price index over the relevant market cycle. There is no guarantee that this return will be achieved.</p> <p>The Sub-fund may also invest in other transferable securities, cash, near cash, deposits, money market instruments and money market funds.</p> <p>The Sub-fund may use derivatives or forward transactions only for the purpose of efficient portfolio management.</p>
<b>Product Reference Number:</b>	642473
<b>Final accounting date:</b>	30 June
<b>Interim accounting dates:</b>	31 December
<b>Income distribution</b>	31 August (annual) and Last day of February (interim)

**dates:**

**Shares Classes and type of Shares** Accumulation (Class A and Class C)

**Initial charge:** Class A: Nil  
Class C: Nil

**Redemption charge:** Nil

**Switching charge:** Please refer to section 3.4

**Annual Management Charge:\*** Class A: 0.50%  
Class C: 1.50%

**Charges taken from Income:** 50% to the income of the Sub-fund and 50% to the capital

**Investment minima:\*\***

<b>Lump sum</b>	Class A: £1,000 Class C: £1,000
<b>Holding</b>	Class A: £500 Class C: £500
<b>Redemption</b>	N/A (provided minimum holding is maintained)

**Performance** No

**Fee:**

**Past performance:** Past performance information is set out in Appendix V

\* The annual management charge will normally be charged 50% to the income of the Sub-fund and 50% to the capital. Charges to the capital of the Sub-fund may adversely affect capital growth.

\*\* The ACD may waive the minimum levels at its discretion.

<b>Name:</b>	<b>MI Momentum Focus 5</b>
<b>Type of Sub-fund:</b>	UCITS scheme
<b>Investment Objective and Policy:</b>	<p>The Sub-fund aims to achieve medium to long-term capital growth.</p> <p>The Sub-fund may gain exposure to a broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash by investing predominantly in a globally diverse mix of collective investment schemes.</p> <p>In doing so, the Sub-fund will target a risk rating factor 5 as determined by an independent risk rating body. The risk profile of the Sub-fund is moderately aggressive with between 50% and 80% exposure to equities. Performance is measured over an entire market cycle (the market cycle is a period of time from which the market moves from a period of increasing prices and strong performance, to a period of weak performance and falling prices, and then back again), rather than at any one point in time.</p> <p>Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim, after fees and expenses of the Sub-fund have been deducted, for a return which is 5% in excess of the consumer price index over the relevant market cycle. There is no guarantee that this return will be achieved.</p> <p>The Sub-fund may also invest in other transferable securities, cash, near cash, deposits, money market instruments and money market funds.</p> <p>The Sub-fund may use derivatives or forward transactions only for the purpose of efficient portfolio management.</p>
<b>Product Reference Number:</b>	642474
<b>Final accounting date:</b>	30 June
<b>Interim accounting dates:</b>	31 December
<b>Income distribution dates:</b>	31 August (annual) and Last day of February (interim)

<b>Shares Classes and type of Shares:</b>	Accumulation (Class A and Class C)	
<b>Initial charge:</b>	Class A: Nil Class C: Nil	
<b>Redemption charge:</b>	Nil	
<b>Switching charge:</b>	Please refer to section 3.4	
<b>Annual Management Charge:*</b>	Class A: 0.50% Class C: 1.50%	
<b>Charges taken from Income:</b>	50% to the income of the Sub-fund and 50% to the capital	
<b>Investment minima:**</b>	<b>Lump sum</b>	Class A: £1,000 Class C: £1,000
	<b>Holding</b>	Class A: £500 Class C: £500
	<b>Redemption</b>	N/A (provided minimum holding is maintained)
<b>Performance</b>	No	
<b>Fee:</b>		
<b>Past performance:</b>	Past performance information is set out in Appendix V	

\* The annual management charge will normally be charged 50% to the income of the Sub-fund and 50% to the capital. Charges to the capital of the Sub-fund may adversely affect capital growth.

\*\* The ACD may waive the minimum levels at its discretion.

<b>Name:</b>	<b>MI Momentum Focus 6 (not launched yet)</b>
<b>Type of Sub-fund:</b>	UCITS scheme
<b>Investment Objective and Policy:</b>	<p>The Sub-fund aims to achieve medium to long-term capital growth, by investing in a diversified range of asset classes.</p> <p>The Sub-fund may gain exposure to a broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash by investing predominantly in a globally diverse mix of collective investment schemes.</p> <p>In doing so, the Sub-fund will target a risk rating factor 6 as determined by an independent risk rating body. The risk profile of the Sub-fund is high medium risk.</p> <p>Performance is measured over an entire market cycle (the market cycle is a period of time from which the market moves from a period of increasing prices and strong performance, to a period of weak performance and falling prices, and then back again), rather than at any one point in time.</p> <p>Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim, after fees and expenses of the Sub-fund have been deducted, for a return which is 5% to 6% in excess of the Consumer Price Index over the relevant market cycle. There is no guarantee that this return will be achieved over that, or any, time period, and investors should note that capital is in fact at risk.</p> <p>The Sub-fund may also invest in other transferable securities, cash, near cash, deposits, money market instruments and money market funds.</p> <p>The Sub-fund may use derivatives or forward transactions only for the purpose of efficient portfolio management.</p>
<b>Product Reference Number:</b>	[●]
<b>Initial offer period:</b>	1 day
<b>Initial share price:</b>	100p
<b>Final accounting</b>	30 June

<b>date:</b>							
<b>Interim accounting dates:</b>	31 December						
<b>Income distribution dates:</b>	31 August (annual) and last day of February (interim)						
<b>Shares Classes and type of Shares:</b>	Accumulation (Class A)						
<b>Initial charge:</b>	Class A: Nil						
<b>Redemption charge:</b>	Nil						
<b>Switching charge:</b>	Please refer to section 3.4						
<b>Annual Management Charge:*</b>	Class A: 0.50%						
<b>Charges taken from Income:</b>	50% to the income of the Sub-fund and 50% to the capital						
<b>Investment minima:**</b>	<table> <tr> <td><b>Lump sum</b></td> <td>Class A: £1,000</td> </tr> <tr> <td><b>Holding</b></td> <td>Class A: £500</td> </tr> <tr> <td><b>Redemption</b></td> <td>N/A (provided minimum holding is maintained)</td> </tr> </table>	<b>Lump sum</b>	Class A: £1,000	<b>Holding</b>	Class A: £500	<b>Redemption</b>	N/A (provided minimum holding is maintained)
<b>Lump sum</b>	Class A: £1,000						
<b>Holding</b>	Class A: £500						
<b>Redemption</b>	N/A (provided minimum holding is maintained)						
<b>Performance</b>	No						
<b>Fee:</b>							
<b>Past performance:</b>	Past performance information is set out in Appendix V						

\* The annual management charge will normally be charged 50% to the income of the Sub-fund and 50% to the capital. Charges to the capital of the Sub-fund may adversely affect capital growth.

\*\* The ACD may waive the minimum levels at its discretion.

<b>Name:</b>	<b>MI Momentum Adventurous (not launched yet)</b>
<b>Type of Sub-fund:</b>	UCITS scheme
<b>Investment Objective and Policy:</b>	<p>The Sub-fund aims to achieve capital growth over the medium to long term by investing in an equity-biased range of asset classes.</p> <p>The Sub-fund may gain exposure, through investments in either collective investment schemes or transferable securities, to a diverse portfolio that is biased towards investment in global and UK equities. Other asset classes, including corporate and government bonds, money market instruments, deposits, cash and near cash may also be contemplated in varying proportions over time.</p> <p>In doing so, the Sub-fund will target a risk rating factor 7 as determined by an independent risk rating body. The risk profile of the Sub-fund is highest medium risk.</p> <p>Performance is measured over an entire market cycle (the market cycle is a period of time from which the market moves from a period of increasing prices and strong performance, to a period of weak performance and falling prices, and then back again), rather than at any one point in time.</p> <p>Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim, after fees and expenses of the Sub-fund have been deducted, to deliver returns comparable to the global equity market (MSCI World net total return index) over the relevant market cycle. There is no guarantee that this return will be achieved over that, or any, time period, and investors should note that capital is in fact at risk.</p> <p>The Sub-fund may use derivatives or forward transactions only for the purpose of efficient portfolio management.</p>
<b>Product Reference Number:</b>	[●]
<b>Initial offer period:</b>	1 day
<b>Initial share price:</b>	100p
<b>Final accounting date:</b>	30 June
<b>Interim accounting dates:</b>	31 December

<b>Income distribution dates:</b>	31 August (annual) and last day of February (interim)	
<b>Shares Classes and type of Shares</b>	Accumulation (Class A)	
<b>Initial charge:</b>	Class A: Nil	
<b>Redemption charge:</b>	Nil	
<b>Switching charge:</b>	Please refer to section 3.4	
<b>Annual Management Charge:*</b>	Class A: 0.60%	
<b>Charges taken from Income:</b>	50% to the income of the Sub-fund and 50% to the capital	
<b>Investment minima:**</b>	<b>Lump sum</b>	Class A: £1,000
	<b>Holding</b>	Class A: £500
	<b>Redemption</b>	N/A (provided minimum holding is maintained)
<b>Performance</b>	No	
<b>Fee:</b>		
<b>Past performance:</b>	Past performance information is set out in Appendix V	

\* The annual management charge will normally be charged 50% to the income of the Sub-fund and 50% to the capital. Charges to the capital of the Sub-fund may adversely affect capital growth.

\*\* The ACD may waive the minimum levels at its discretion.

<b>Name:</b>	<b>MI Momentum Monthly Income (not launched yet)</b>
<b>Type of Sub-fund:</b>	UCITS scheme
<b>Investment Objective and Policy:</b>	<p>The Sub-fund aims to achieve income by investing in a diversified range of asset classes.</p> <p>The Sub-fund may gain exposure to a broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash by investing predominantly in a globally diverse mix of collective investment schemes.</p> <p>In doing so, the Sub-fund will target a risk rating factor 4 as determined by an independent risk rating body. The risk profile of the Sub-fund is low medium risk.</p> <p>Performance is measured over an entire market cycle (the market cycle is a period of time from which the market moves from a period of increasing prices and strong performance, to a period of weak performance and falling prices, and then back again), rather than at any one point in time.</p> <p>Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim, after fees and expenses of the Sub-fund have been deducted, to grow capital in line with the Consumer Price Index while paying out income over the relevant market cycle. Income is expected to be in the range of 3% to 5% per annum. There is no guarantee that this return will be achieved over that, or any, time period, and investors should note that capital is in fact at risk.</p> <p>The Sub-fund may also invest in other transferable securities, cash, near cash, deposits, money market instruments and money market funds.</p> <p>The Sub-fund may use derivatives or forward transactions only for the purpose of efficient portfolio management.</p>
<b>Product Reference Number:</b>	[•]
<b>Initial offer period:</b>	1 day
<b>Initial share price:</b>	100p
<b>Final accounting</b>	30 June

**date:****Interim** 31 December**accounting****dates:****Income** 31 July and last day of each month from August to June**distribution****dates:****Shares Classes** Income (Class A)**and type of****Shares****Initial charge:** Class A: Nil**Redemption** Nil**charge:****Switching** Please refer to section 3.4**charge:****Annual** Class A: 0.50%**Management****Charge:\*****Charges taken** 100% to the capital of the Sub-fund**from Income:****Investment** **Lump sum** Class A: £1,000**minima:\*\*****Holding** Class A: £500**Redemption** N/A (provided minimum holding is maintained)**Performance** No**Fee:****Past** Past performance information is set out in Appendix V**performance:**

\* The annual management charge will normally be charged 100% to the capital of the Sub-fund. Charges to the capital of the Sub-fund may adversely affect capital growth.

\*\* The ACD may waive the minimum levels at its discretion.

## **Additional Information for Investors<sup>†</sup>**

Volatility measures the changes in returns over a certain period.

The Investment Manager uses both proprietary models and techniques and those provided by an independent risk rating body to analyse the volatility profile of MI Momentum Cautious, MI Momentum Focus 3, MI Momentum Focus 4, MI Momentum Focus 5, MI Momentum Focus 6, MI Momentum Adventurous and MI Momentum Monthly Income. This methodology provides upper and lower parameters for each volatility profile (i.e. Profile 2 in the case of MI Momentum Cautious, Profile 3 in the case of MI Momentum Focus 3, Profile 4 in the case of MI Momentum Focus 4, Profile 5 in the case of MI Momentum Focus 5, Profile 6 in the case of MI Momentum Focus 6, Profile 7 in the case of MI Momentum Adventurous and Profile 4 in the case of MI Momentum Monthly Income). The standard methodology of the rating body is based on a review of the following:

- Historic snapshots of each Sub-fund's past asset allocation positions, where available
- The volatility of the actual performance of each Sub-fund, where available
- The volatility derived from each Sub-fund's benchmark, where actual historic data is not available
- Any volatility targets against which the Sub-Fund is managed
- A "stressed" assessment of the Sub-fund's target portfolio

Each of MI Momentum Focus 3, MI Momentum Focus 4, MI Momentum Focus 5, MI Momentum Focus 6, MI Momentum Adventurous and MI Momentum Monthly Income is intended for investors with a medium to long term investment horizon (of at least 4, 5, 6, 7, 8, and 5 years respectively). Although the relevant Sub-fund's volatility is measured regularly, the relevant Sub-fund will aim to be within the volatility parameters over such medium to long term rolling period of at least 5 years. MI Momentum Cautious is intended for investors with a short to medium investment horizon of at least 2 years. MI Momentum Cautious will aim to be within the volatility parameters a rolling period of at least 3 years.

Further details of the volatility parameters and measurement process can be obtained from the Investment Manager.

The Investment Manager may select an alternative provider of risk rating services from time to time and any change will be dealt with in accordance with COLL 4.3.

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<sup>†</sup> Please note that the following sub-funds have not launched yet MI Momentum Cautious, MI Momentum Focus 6, MI Momentum Adventurous and MI Momentum Monthly Income.

The ACD is required by the Regulations to have in place a Risk Management Process to monitor and measure the risk of the components of the Sub-Fund's portfolio and the overall risk profile of the Sub-Fund. Investors may at any time request from the ACD details of the ACD's Risk Management Process.

## **APPENDIX II**

### **ELIGIBLE SECURITIES MARKETS AND ELIGIBLE DERIVATIVES MARKETS**

All the Sub-funds may deal through securities and derivatives markets which are regulated markets (as defined in the glossary to the FCA Handbook) or markets established in an EEA State which are regulated, operate regularly and are open to the public (excluding Cyprus and Slovenia).

Each Sub-fund may also deal through the securities markets and derivatives markets indicated below:

#### **Eligible Securities Markets**

Australia	The Australian Stock Exchange
Canada	Montreal Exchange
	Toronto Stock Exchange
	TSX Venture Exchange
Hong Kong	Hong Kong Stock Exchanges
Japan	Tokyo Stock Exchange, 1st and 2nd Sections
	Osaka Securities Exchange
	Nagoya Stock Exchange
	Sapporo Stock Exchange
Korea	Korea Exchange Incorporated
Mexico	Mexican Stock Exchange
New Zealand	New Zealand Stock Exchange (NZSE)
Singapore	Stock Exchange of Singapore (SES)
South Africa	JSE Securities Exchange
Switzerland	The Swiss Exchange (SWX)
Thailand	The Stock Exchange of Thailand (SET)
United Kingdom	The Alternative Investment Market (AIM)
United States of America	The New York Stock Exchange (NYSE)

The NASDAQ Stock Market (NASDAQ)

The American Stock Exchange (AMEX)

**Eligible Derivatives Markets**

Australia	ASX Ltd
Canada	Montreal Stock Exchange
Europe	EUREX
Japan	Tokyo Stock Exchange
Singapore	Singapore Exchange
United Kingdom	Euronext.LIFFE
United States of America	CME Group Inc Chicago Board of Options

## **APPENDIX III**

### **INVESTMENT AND BORROWING POWERS OF THE COMPANY**

#### **1. General**

The Scheme Property of a Sub-fund will be invested with the aim of achieving the investment objective of that Sub-fund but subject to the limits set out in the Sub-fund's investment policy, this Prospectus and the limits set out in Chapter 5 of the COLL Sourcebook ("**COLL 5**") that are applicable to UCITS retail schemes. These limits apply to each Sub-fund as summarised below.

Normally, a Sub-fund will be fully invested save for an amount to enable redemption of Shares, efficient management of a Sub-fund in relation to its strategic objective and other purposes which may be reasonably regarded as ancillary to the investment objectives of the Sub-funds.

The investment policy of a Sub-fund may mean that at times, where it is considered appropriate, the property of a Sub-fund will not be fully invested and that prudent levels of liquidity will be maintained.

#### **1.1 Prudent spread of risk**

The ACD must ensure that, taking account of the investment objectives and policy of a Sub-fund, the property of a Sub-fund aims to provide a prudent spread of risk.

#### **1.2 Cover**

- (a) Where the COLL Sourcebook allow a transaction to be entered into or an investment to be retained only if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in COLL 5 (for example, investment nil and partly paid securities and the general power to accept or underwrite), it must be assumed that the maximum possible liability of a Sub-fund under any other of those rules has also to be provided for.
- (b) Where a rule in the COLL Sourcebook permits an investment transaction to be entered into or an investment to be retained only if that investment transactions, or the retention, or other similar transactions, are covered:
  - (i) it must be assumed that in applying any of those rules, a Sub-fund must also simultaneously satisfy any other obligation relating to cover; and
  - (ii) no element of cover must be used more than once.

#### **1.3 Transferable Securities**

- (a) A transferable security is an investment which is a share, a debenture, a government and public security, a warrant, or a certificate representing certain securities.
- (b) An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.
- (c) In applying paragraph (b) to an investment which is issued by a body corporate, and which is a share or a debenture, the need for any consent

on the part of the body corporate or any members or debenture holders of it may be ignored.

- (d) An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.
- (e) A unit or share in a closed end fund shall be taken to be a transferable security for the purposes of investment by a UCITS scheme, provided it fulfils the criteria for transferable securities set out in COLL 5.2.7A R, and either:
  - (i) where the closed end fund is constituted as an investment company or a unit trust:
    - (1) it is subject to corporate governance mechanisms applied to companies; and
    - (2) where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or
  - (ii) where the closed end fund is constituted under the law of contract:
    - (1) it is subject to corporate governance mechanisms equivalent to those applied to companies; and
    - (2) it is managed by a person who is subject to national regulation for the purpose of investor protection.

## 2. **UCITS Scheme: General permitted types of Scheme Property**

2.1 The Scheme Property of a Sub-fund must, except where otherwise provided in the COLL Sourcebook, only consist of any or all of:

- (a) transferable securities;
- (b) approved money market instruments;
- (c) permitted deposits;
- (d) permitted units in collective investment schemes;
- (e) permitted derivatives and forward transactions;
- (f) movable and immovable property that is essential for direct pursuit of the Company's business

A Sub-fund will not invest in movable and immovable property for the direct pursuit of its business.

2.2 A Sub-fund may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:

- (a) the potential loss which the Sub-fund may incur with respect to holding the transferable security is limited to the amount paid for it;

- (b) its liquidity does not compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying shareholder;
- (c) reliable valuation is available for it as follows:
  - (i) in the case of a transferable security admitted to or dealt in on an eligible market, where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;
  - (ii) in the case of a transferable security not admitted to or dealt in on an eligible market, where there is a valuation on a periodic basis which is derived from information from the issuer of the transferable security or from competent investment research;
- (d) appropriate information is available for it as follows:
  - (i) in the case of a transferable security admitted to or dealt in on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the transferable security;
  - (ii) in the case of a transferable security not admitted to or dealt in on an eligible market, where there is regular and accurate information available to the authorised fund manager on the transferable security or, where relevant, on the portfolio of the transferable security;
- (e) it is negotiable; and
- (f) its risks are adequately captured by the risk management process of the ACD.

Unless there is information available to the ACD that would lead to a different determination, a transferable security which is admitted to or dealt in on an eligible market shall be presumed not to compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying shareholder and to be negotiable.

2.3 Transferable securities and approved money market instruments held within a Sub-fund must be:

- (a) admitted to or dealt in on an eligible market within paragraph 3.3 or 3.4 or dealt in on an eligible market within paragraph 3.3(b), recently issued transferable securities (provided that the terms of issue include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue), or approved money-market instruments not admitted to or dealt in on an eligible market which satisfy the requirements of paragraph 10.3;
- (b) not more than 10% in value of the Scheme Property of a Sub-fund is to consist of transferable securities and approved money market instruments that do not fall within sub-paragraph (a) above.

2.4 The requirements on spread and investment in transferable securities does not apply until the expiry of a period of six months after the date of which the authorisation order of the Sub-fund takes effect (or on which any initial offer period commenced, if later) provided that the requirement to maintain prudent spread of risk in paragraph 2.3 is complied with during such period.

### 3. **Eligible markets regime: purpose**

- 3.1 To protect investors the markets on which investments of a Sub-fund are dealt in or traded on should be of an adequate quality ("**eligible**") at the time of acquisition of the investment and until it is sold.
- 3.2 Where a market ceases to be eligible, investments on that market cease to be approved securities. A 10% restriction on investing in non approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as an inadvertent breach.
- 3.3 A market is eligible for the purposes of the rules if it is:
- (a) a regulated market as defined in the FCA Handbook; or
  - (b) a market in an EEA State which is regulated, operates regularly and is open to the public.
- 3.4 A market not falling within paragraph 3.3 of this Appendix is eligible for the purposes of COLL 5 if:
- (a) the ACD, after consultation and notification with the Depositary, decides that market is appropriate for investment of, or dealing in, the Scheme Property;
  - (b) the market is included in a list in the Prospectus; and
  - (c) the Depositary has taken reasonable care to determine that:
    - (i) adequate custody arrangements can be provided for the investment dealt in on that market; and
    - (ii) all reasonable steps have been taken by the ACD in deciding whether that market is eligible.
- 3.5 In paragraph 3.4(a), a market must not be considered appropriate unless it is regulated, operates regularly, is recognised, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.

### 4. **Spread: general**

- 4.1 This paragraph 4 on spread does not apply to government and public securities.
- 4.2 Not more than 20% in value of the Scheme Property is to consist of deposits with a single body.
- 4.3 Not more than 5% in value of the Scheme Property is to consist of transferable securities or approved money market instruments issued by any single body.
- 4.4 In applying paragraph 4.3, the limit of 5% is raised to 10% in respect of up to 40% in value of the property of each Sub-fund. Covered bonds need not be taken into account for the purpose of applying the limit of 40%.
- 4.5 The limit of 5% in 4.3 is raised to 25% in value of the Scheme Property in respect of covered bonds, provided that when the Sub-fund invests more than 5% in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% in value of the Sub-fund.

- 4.6 In applying paragraph 4.3, 4.4 and 4.5 certificates representing certain securities are treated as equivalent to the underlying security.
- 4.7 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Scheme Property; this limit being raised to 10% where the counterparty is an approved bank (as defined in the COLL Sourcebook).
- 4.8 Not more than 20% in value of Scheme Property is to consist of units of any one collective investment scheme.
- 4.9 Not more than 20% in value of the property of each Sub-fund is to consist of transferable securities and approved money market instruments issued by the same group.
- 4.10 In applying the limits in 4.2, 4.3, 4.4, 4.6 and 4.7, and subject to 4.5, not more than 20% in value of the property of the Sub-fund is to consist of any combination of two or more of the following:
- (a) transferable securities or approved money-market instruments issued by; or
  - (b) deposits made with; or
  - (c) exposures from OTC derivatives transactions made with;
- a single body.

## 5. **Counterparty Risk and Issuer Concentration**

- 5.1 An authorised fund manager of a UCITS scheme must ensure that counterparty risk arising from an OTC derivative transaction is subject to the limits set out in COLL 5.2.11R(7) and (10).
- 5.2 When calculating the exposure of a UCITS scheme to a counterparty in accordance with the limits in COLL 5.2.11R(7), the authorised fund manager must use the positive mark-to-market value of the OTC derivative contract with that counterparty.
- 5.3 An authorised fund manager may net the OTC derivative positions of a UCITS scheme with the same counterparty, provided:
- (a) it is able legally to enforce netting agreements with the counterparty on behalf of the UCITS scheme; and
  - (b) the netting agreements in (a) do not apply to any other exposures the UCITS scheme may have with that same counterparty.
- 5.4 An authorised fund manager of a UCITS scheme may reduce the exposure of the scheme property to a counterparty to an OTC derivative transaction through the receipt of collateral. Collateral received must be sufficiently liquid so that it can be sold quickly at a price that is close to its pre-sale valuation.
- 5.5 An authorised fund manager of a UCITS scheme must take collateral into account in calculating exposure to counterparty risk in accordance with the limits in COLL 5.2.11R(7) when it passes collateral to the counterparty to an OTC derivative transaction on behalf of the UCITS scheme.
- 5.6 Collateral passed in accordance with paragraph 5.5 may be taken into account on a net basis only if the authorised fund manager is able legally to enforce netting arrangements with this counterparty on behalf of the UCITS scheme.

5.7 An authorised fund manager of a UCITS scheme must calculate the issuer concentration limits referred to in COLL 5.2.11R on the basis of the underlying exposure created through the use of OTC derivatives in accordance with the commitment approach

5.8 In relation to exposures arising from OTC derivative transactions, as referred to in COLL 5.2.11R(10), the authorised fund manager must include in the calculation any counterparty risk relating to the OTC derivative transactions.

## 6. **Spread: Government and public securities**

6.1 The following section applies to government and public securities ("**Public Securities**").

6.2 Save as set out below, no more than 35% in value of the Scheme Property of a Sub-fund may be invested in Public Securities issued by any one body. Subject to this restriction, there is no limit on the amount which may be invested in Public Securities or in Public Securities issued by any one issuer or of any one issue.

6.3 The Company or a Sub-fund may invest more than 35% in value of the Scheme Property in Public Securities issued by any one body provided that:

6.3.1 the ACD has before any such investment is made consulted with the Depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the relevant Sub-fund;

6.3.2 no more than 30% in value of the Scheme Property consists of such securities of any one issue;

6.3.3 the Scheme Property includes such securities issued by that or another issuer, of at least six different issues;

6.3.4 the disclosures required by the FCA have been made.

6.4 In relation to Public Securities:

6.4.1 Issue, issued and issuer include guarantee, guaranteed and guarantor; and

6.4.2 An issue differs from another if there is a difference as to repayment date, guarantor or other material terms of the issue.

6.5 Notwithstanding paragraph 4.1, and subject to paragraph 6.2, in applying the 20% limit in paragraph 4.9 with respect to a single body, Public Securities issued by that body shall be taken into account.

## 7. **Investment in collective investment schemes**

- 7.1 A Sub-fund may invest up to 100% in units of one or more collective investment schemes (each a "**Second Scheme**") provided that such investment is permitted under each of paragraphs 7.2 to 7.5 and provided that no more than 30% of the value of the Sub-fund is invested in Second Schemes within paragraph 7.2(b) to (e).
- 7.2 A Second Scheme must:
- (a) comply with the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or
  - (b) is recognised under the provisions of section 272 of the Financial Services and Markets Act 2000 (Individually recognised overseas schemes); or
  - (c) be a Non UCITS Retail Scheme ("**NURS**") (provided the requirements of article 50(1)(e) of the UCITS Directive are met); or
  - (d) be authorised in another EEA state (provided the requirements of article 50(1)(e) of the UCITS Directive are met); or
  - (e) be authorised by the competent authority of an OECD member country (other than an EEA State) which has signed the IOSCO Multilateral Memorandum of Understanding and approved the scheme's management company, rules and depository/custody arrangements (provided the requirements of article 50(1)(e) of the UCITS Directive are met).
- 7.3 The Second Scheme must comply, where relevant, with COLL 5.2.15R (Investment in associated collective investment schemes) and COLL 5.2.16R (Investment in other group schemes).
- 7.4 The Second Scheme must have terms that prohibit it from having more than 10% in value of its property consisting of units or shares in collective investment schemes.
- 7.5 Where the Second Scheme is an umbrella, the provisions in paragraphs 7.3 and 7.4 and in paragraph 4 apply to each Sub-fund as if it were a separate collective investment scheme.
- 7.6 In accordance with COLL 5.2.15R (investment in associated collective investment schemes) each of the Sub-funds may include units in a Second Scheme managed or operated by the ACD or an associate of the ACD (an "**Associated Scheme**"), provided the conditions in paragraph 7.7 are complied with.
- 7.7 A Sub-fund must not invest in or dispose of units in an Associated Scheme unless:
- (a) there is no charge in respect of the investment in or the disposal of units in the Second Scheme; or
  - (b) the ACD is under a duty to pay the Sub-fund by the close of business on the fourth business day following the date of the agreement to invest or dispose the amount referred to in paragraphs 7.7.1 or 7.7.2 below.
- 7.7.1 Where an investment is made, the amount referred to in paragraph 7.7(b) is either:
- (a) any amount by which the consideration paid by the Sub-fund for the units in the Associated Scheme exceeds the price that would have been paid for the benefit of the Associated Scheme had the units been newly issued or sold by it; or

- (b) if such price cannot be ascertained by the ACD, the maximum amount of any charge permitted to be made by the seller of units in the Second Scheme;

7.7.2 Where a disposal is made, the amount referred to in paragraph 7.7(b) is the amount of any charge made for the account of the authorised fund manager or operator of the Associated Scheme or an associate of any of them in respect of the disposal.

7.8 In paragraph 7.7:

- (a) any addition to or deduction from the consideration paid on the acquisition or disposal of units in the Associated Scheme, which is applied for the benefit of the Associated Scheme and is, or is like, a dilution levy or SDRT provision, is to be treated as part of the price of the units and not as part of any charge; and
- (b) any switching charge made in respect of an exchange of units in one sub-fund or separate part of the Associated Scheme for units in another sub-fund or separate part of that collective investment scheme is to be included as part of the consideration paid for the units.

7.9 Each Sub-fund may invest in another Sub-fund of the Company, subject to the provisions set out in paragraphs 7.6 to 7.8 above.

## 8. **Investment in nil and partly paid securities**

A transferable security or an approved money market instrument on which any sum is unpaid falls within a power of investment only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Sub-fund, at the time when payment is required, without contravening the rules in COLL 5.

## 9. **Investment in approved money market instruments**

9.1 A Sub-fund may invest in approved money market instruments, which are those normally dealt in on the money market, that are liquid and whose value can be accurately determined at any time.

9.2 For the purposes of 9.1:

- (a) a money market instrument shall be regarded as normally dealt in on the money market if it:
  - (i) has a maturity at issuance of up to and including 397 days;
  - (ii) has a residual maturity of up to and including 397 days;
  - (iii) undergoes regular yield adjustments in line with money market conditions at least every 397 days; or
  - (iv) has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in paragraph 9.2(a) or (b) or is subject to yield adjustments as set out in paragraph 9.2(c).
- (b) a money market instrument shall be regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the

obligation of the ACD to redeem units at the request of any qualifying shareholder; and

- (c) a money market instrument shall be regarded as having a value which can be accurately determined at any time if accurate and reliable valuations systems, which fulfil the following criteria, are available:
  - (i) enabling the ACD to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and
  - (ii) based either on market data or on valuation models including systems based on amortised costs.

A money market instrument that is normally dealt in on the money market and is admitted to or dealt in on an eligible market shall be presumed to be liquid and have a value which can be accurately determined at any time unless there is information available to the ACD that would lead to a different determination.

9.3 A Sub-fund may invest in an approved money market instrument that is not admitted to or dealt in on an eligible market, provided it fulfils the following requirements:

- (a) the issue or the issuer is regulated for the purpose of protecting investors and savings;
- (b) the instrument is issued or guaranteed by a central authority of an EEA State or, if the EEA State is a federal state, one of the members making up the federation, a regional or local authority of an EEA State, the European Central Bank or a central bank of an EEA State, the European Union or the European Investment Bank, a non-EEA State or, in the case of a federal state, by one of the members making up the federation, or a public international body to which one or more EEA States belong; or
- (c) issued by a body, any securities of which are dealt in on an eligible market; or
- (d) issued or guaranteed by an establishment which is:
  - (i) subject to prudential supervision in accordance with criteria defined by Community law; or
  - (ii) subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by Community law. An establishment shall be considered to satisfy this requirement if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria: it is located in the European Economic Area, it is located in an OECD country belonging to the Group of Ten, it has at least investment grade rating, or on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by Community law.

## 10. **Investment in deposits**

A Sub-fund may invest in deposits only with an Approved Bank and which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months.

## 11. Derivatives

Under the COLL Sourcebook, a UCITS Scheme is permitted to use derivatives for investment purposes and derivative transactions may be used for the purposes of hedging or meeting the investment objectives or both. **Unless otherwise stated in Appendix 1 for a particular Sub-fund, the ACD may use that Sub-fund's Scheme Property to invest in derivatives and forward currency transactions under the COLL Sourcebook for purposes other than efficient portfolio management (see paragraph 20 below).**

11.1 A transaction in derivatives or a forward transaction must not be effected for a Sub-fund unless the transaction is:

- (a) of a kind specified in paragraph 11.3 below; and
- (b) covered, as required by COLL 5.3.3AR.

Where a Sub-fund invests in derivatives, the exposure to the underlying assets must not exceed the limits in paragraph 4 (Spread: General) and paragraph 6 (Spread: government and public securities). Where a transferable security or money-market instrument embeds a derivative, this must be taken into account for the purposes of calculating any limit in this paragraph.

11.2 A transaction in a derivative must be either in an **"approved derivative"** (*i.e.* a derivative which is traded or dealt in on an eligible derivatives market) or one which complies with paragraph 11.6, and in either case, the underlying must consist of any one or more of the following to which the Sub-fund is dedicated:

- (a) transferable securities admitted to or dealt in on an eligible market within paragraph 3.3 or 3.4 or dealt in on an eligible market within paragraph 3.3(b) or recently issued transferable securities (provided that the terms of issue include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue);
- (b) approved money-market instruments admitted to or dealt in on an eligible market within paragraph 3.3 or 3.4 or dealt in on an eligible market within paragraph 3.3(b) or approved money-market instruments not admitted to or dealt in on an eligible market which satisfy the requirements of paragraph 9.3;
- (c) deposits permitted under paragraph 10;
- (d) derivatives permitted under paragraph 11.3;
- (e) collective investment scheme units permitted under paragraph 7;
- (f) financial indices (which satisfy the criteria set out in COLL 5.2.20AR);
- (g) interest rates;
- (h) foreign exchange rates; or
- (i) currencies.

A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market. The eligible derivatives markets for each Sub-fund are set out in Appendix 2.

A transaction in a derivative must not cause a Sub-fund to diverge from its investment objectives as stated in the instrument constituting the scheme and the most recently published prospectus.

A transaction in a derivative must not be effected if the intended effect is to create the potential for an uncovered sale of:

- (i) transferable securities;
- (ii) approved money-market instruments;
- (iii) units in collective investment schemes; or
- (iv) derivatives.

Any forward transaction must be made with an eligible institution or an approved bank. The ACD must ensure compliance with COLL 5.3.7R.

A Sub-fund may not undertake transactions in derivatives on commodities.

11.3 A derivative or forward transaction which will or could lead to the delivery of property for the account of a Sub-fund may be entered into only if:

- (a) that property can be held for the account of the Sub-fund; and
- (b) the ACD having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the COLL Sourcebook.

11.4 No agreement by or on behalf of a Sub-fund to dispose of property or rights may be made unless:

- (a) the obligation to make the disposal and any other similar obligation could immediately be honoured by the Sub-fund by delivery of property or the assignment of rights; and
- (b) the property and rights at (a) are owned by the Sub-fund at the time of the agreement.

The above requirement does not apply to a deposit or where:

- (i) the risks of the underlying financial instrument of a derivative can be appropriately represented by another financial instrument and the underlying financial instrument is highly liquid; or
- (ii) the ACD or the Depositary has the right to settle the derivative in cash, and cover exists within the scheme property which falls within one of the following asset classes:
  - (A) cash;
  - (B) liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards; or

- (C) other highly liquid assets having regard to their correlation with the underlying of the financial derivative instruments, subject to appropriate safeguards (e.g. haircuts where relevant).

For these purposes, an asset may be considered as liquid where the instrument can be converted into cash in no more than seven business days at a price closely corresponding to the current valuation of the financial instrument on its own market.

11.5 A transaction in an OTC derivative must be:

- (a) with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is:
  - (i) an eligible institution or an approved bank; or
  - (ii) a person whose permission (including any requirements or limitations), as published in the FCA Register, or whose Home State authorisation, permits it to enter into the transaction as principal off-exchange;
- (b) on approved terms; the terms of the transaction in derivatives are approved only if the ACD,
  - (i) carries out, at least daily a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and
  - (ii) can enter into one or more further transactions to sell, liquidate or close out that transactions at any time, at its fair value
- (c) capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:
  - (i) on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or
  - (ii) if the value referred to in (a) is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
- (d) subject to verifiable valuation; a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:
  - (i) an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the ACD is able to check it; or
  - (ii) a department within the ACD which is independent from the department in charge of managing the scheme property and which is adequately equipped for such a purpose.

- 11.6 A Sub-fund's global exposure relating to derivatives and forward transactions held by it may not exceed the net value of the Scheme Property. For the purposes of this paragraph, exposure must be calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.
- 11.7 The Investment Adviser of a Sub-fund must calculate its global exposure on at least a daily basis.
- 11.8 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, approved money-market instruments, units in collective investment schemes or derivatives provided that a sale is not to be considered as uncovered if the conditions in COLL 5.2.22R(3) (Requirement to cover sales) are satisfied.
- 11.9 The aim of generating additional income allows the ACD to write call options on existing assets where it considers the transaction will result in the Sub-fund deriving a benefit, even if the benefit obtained results in the surrendering of the chance of greater benefit in the future. The writing of a put option allows the ACD to generate income at the risk of having to purchase stock at a pre-determined price greater than the prevailing market price. The purchase of a call option permits the Sub-fund to gain in the increase of a share price above a pre-determined set price at the cost of the premium paid. The purchase of a put option allows the ACD, at the expense of the premium paid, to gain from the reduction in market value of a particular stock by selling the stock at a pre-determined higher price.
- 11.10 Use of derivatives will not be permitted to contravene any relevant investment objective of the Sub-funds.

## 12. **Financial Derivatives, Techniques and Instruments Risks**

**The prices of derivative instruments, including futures, options and swap prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs 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, amongst other things, interest rate fluctuations. The use of these 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 price movements of the derivatives and price movements of related instruments, (3) the fact that skills needed to use these instruments are different from those needed to select the securities owned by any of the Sub-funds, (4) the possible absence of a liquid market for any particular instrument at any particular time; which may result in possible impediments to effective portfolio management or the ability to meet redemption. Each Sub-fund may invest in certain derivative instruments, which may involve the assumption of obligations as well as rights and assets. Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.**

**Each Sub-fund may from time to time utilise both exchange traded and over the counter credit derivatives, such as collateralised debt obligations or credit default swaps for hedging purposes and, if expressly permitted in the Appendix for a particular Sub-fund, as part of that Sub-fund's investment policy. These instruments may be volatile, involve certain special risks and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, a relatively small movement in the price of a contract may result in a profit or a loss that is high in proportion to the amount of the funds actually placed as initial margin and may result in unlimited further loss exceeding any margin deposited. Furthermore, when used for hedging purposes there may be an imperfect correlation between these instruments and the investment or market sectors being hedged. Transactions in over the counter derivatives, such as credit derivatives, may involve additional risk as there is no exchange market on which to close out an open position.**

### **13. Cash and near cash**

Cash and near cash must not be retained in the Scheme Property except to the extent that, where this may reasonably be regarded as necessary in order to enable:

- 13.1 the pursuit of a Sub-fund's investment objectives; or
- 13.2 redemption of Shares; or
- 13.3 efficient management of a Sub-fund in accordance with its investment objectives; or
- 13.4 other purposes which may reasonably be regarded as ancillary to the investment objectives of the Sub-fund.
- 13.5 During the period of the initial offer the Scheme Property may consist of cash and near cash without limitation.

### **14. General power to borrow**

- 14.1 The Company may, in accordance with this paragraph and paragraph 13, borrow money for the use of the Sub-fund on terms that the borrowing is to be repayable out of the Scheme Property. This power to borrow is subject to the obligation of the Sub-fund to comply with any restriction in the Instrument of Incorporation.
- 14.2 A Sub-fund may borrow under paragraph 14.1 only from institutions as stated in COLL 5.5.4R (3).
- 14.3 Borrowing must be on a temporary basis, must not be persistent and in any event must not exceed three months without the prior consent of the Depositary, which may be given only on such conditions as appear appropriate to the Depositary to ensure that the borrowing does not cease to be on a temporary basis. The borrowing restrictions in this paragraph 15 do not apply to certain "back to back" borrowing for currency hedging purposes.

### **15. Borrowing limits**

- 15.1 The ACD must ensure that a Sub-fund's borrowing does not, on any day, exceed 10% of the value of the Scheme Property of a Sub-fund.
- 15.2 The borrowing restrictions in this paragraph 16 do not apply to certain "back to back" borrowing for currency hedging purposes.

15.3 In this paragraph 15 borrowing includes, as well as borrowing in a conventional manner, any other arrangement (including a combination of derivatives) designed to achieve a temporary injection of money into the scheme property in the expectation that the sum will be repaid.

15.4 It is the Company's policy that any borrowing may not exceed 91 consecutive days.

**16. Restrictions on lending of money**

16.1 None of the money in the Scheme Property of a Sub-fund may be lent and, for the purposes of this prohibition, money is lent by a Sub-fund if it is paid to a person (the "**payee**") on the basis that it should be repaid, whether or not by the payee.

16.2 Acquiring a debenture is not lending for the purposes of paragraph 16.1; nor is the placing of money on deposit or in a current account.

16.3 Paragraph 16.1 does not prevent a Sub-fund from providing an officer of the Company with funds to meet expenditure to be incurred by him for the purposes of a Sub-fund (or for the purposes of enabling him properly to perform his duties as an officer of the Company) or from doing anything to enable an officer to avoid incurring such expenditure.

**17. Restrictions on lending of property other than money**

17.1 The Scheme Property of a Sub-fund other than money must not be lent by way of deposit or otherwise.

17.2 The Scheme Property of a Sub-fund must not be mortgaged.

17.3 Nothing in this paragraph 17 prevents the Sub-fund or the Depositary at the request of the Sub-fund, from lending, depositing, pledging or charging the Scheme Property of the Sub-fund for margin requirements where transactions in derivatives or forward transactions are used for the account of the Sub-fund in accordance with COLL 5.

**18. General power to accept or underwrite placings**

18.1 Any power in COLL 5 to invest in transferable securities may be used for the purpose of entering into transactions to which this section applies, subject to compliance with any restriction in the Instrument of Incorporation.

18.2 This paragraph applies, subject to paragraph 18.3, to any agreement or understanding:

- (a) which is an underwriting or sub-underwriting agreement; or
- (b) which contemplates that securities will or may be issued or subscribed for or acquired for the account of a Sub-fund.

18.3 Paragraph 18.2 does not apply to:

- (a) an option; or
- (b) a purchase of a transferable security which confers a right:
  - (i) to subscribe for or acquire a transferable security; or

(ii) to convert one transferable security into another.

18.4 The exposure of a Sub-fund to agreements and understandings within paragraph 18.2 must, on any day:

- (a) be covered in accordance with the requirements of COLL 5.3.3AR; and
- (b) be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in COLL 5.

## 19. **Guarantees and indemnities**

19.1 A Sub-fund or the Depositary for the account of the Sub-fund must not provide any guarantee or indemnity in respect of the obligation of any person.

19.2 None of the Scheme Property of a Sub-fund may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.

19.3 Paragraphs 19.1 and 19.2 do not apply in respect of a Sub-fund in case of COLL 5.5.9R (3).

## 20. **Efficient Portfolio Management**

20.1 The Company may utilise the Scheme Property to enter into transactions for the purposes of Efficient Portfolio Management ("**EPM**"). Permitted EPM transactions are transactions in derivatives e.g. to hedge against price or currency fluctuations, dealt with or traded on an eligible derivatives market; off-exchange options or contracts for differences resembling options; or synthetic futures in certain circumstances. The ACD must take reasonable care to ensure that the transaction is economically appropriate to the reduction of the relevant risks (whether in the price of investments, interest rates or exchange rates) or to the reduction of the relevant costs and/or to the generation of additional capital or income with a risk level which is consistent with the risk profile of the Company and the risk diversification rules laid down in COLL. The exposure must be fully "covered" by cash and/or other property sufficient to meet any obligation to pay or deliver that could arise.

20.2 Permitted transactions are those that the Company reasonably regards as economically appropriate to EPM, that is:

- (a) Transactions undertaken to reduce risk or cost in terms of fluctuations in prices, interest rates or exchange rates where the ACD reasonably believes that the transaction will diminish a risk or cost of a kind or level which it is sensible to reduce; or
- (b) Transactions for the generation of additional capital growth or income for a Sub-fund by taking advantage of gains which the ACD reasonably believes are certain to be made (or certain, barring events which are not reasonably foreseeable) as a result of:
  - (i) pricing imperfections in the market as regards the property which a Sub-fund holds or may hold; or
  - (ii) receiving a premium for the writing of a covered call option or a cash covered put option on property of a Sub-fund which the Company is willing to buy or sell at the exercise price..

A permitted arrangement in this context may at any time be closed out.

- 20.3 Transactions may take the form of “derivatives transactions” (that is, transactions in options, futures or contracts for differences) or forward currency transactions. A derivatives transaction must either be in a derivative which is traded or dealt in on an eligible derivatives market (and effected in accordance with the rules of that market), or be an off-exchange derivative which complies with the relevant conditions set out in the COLL Sourcebook, or be a “synthetic future” (i.e. a composite derivative created out of two separate options). Forward currency transactions must be entered into with counterparties who satisfy the COLL Sourcebook. A permitted transaction may at any time be closed out.
- 20.4 Any use of derivatives shall be in accordance with the Guidelines on ETFs and other UCITS issues issued by the European Securities and Markets Authority. The related costs and fees may be deducted from the revenue delivered to the Fund, and may be paid to the third party intermediaries who are not related to the ACD or the Depositary. The identity of those intermediaries (if any) will be disclosed in the annual report.

21. **Stock lending**

No stock lending arrangements will be entered into by any Sub-Fund or by the Depositary for the account of any Sub-fund.

22. **Underwriting**

Underwriting and sub-underwriting contracts and placing may also, subject to certain conditions set out in the COLL Sourcebook, be entered into for the account of a Sub-fund.

**APPENDIX IV**  
**LIST OF OTHER AUTHORISED COLLECTIVE INVESTMENT SCHEMES**  
**OPERATED BY THE ACD**

**The ACD acts as Authorised Corporate Director (ACD), Alternative Investment Fund Manager (AIFM) or Manager of the following Funds:**

MI Brompton UK Recovery Unit Trust  
MI Chelverton UK Equity Fund  
MI Miton Cautious Monthly Income Fund  
MI Downing UK Micro-Cap Growth Fund  
MI Hawksmoor Open-Ended Investment Company  
MI Charles Stanley Investment Funds  
MI Somerset Capital Management Investment Funds ICVC  
MI TwentyFour Investment Funds  
The MI Discretionary Unit Fund  
MI Thornbridge Investment Funds  
MI Downing Managed Funds  
MI Activus Wealth Funds  
MI Barika UCITS Funds  
Hansa Trust PLC  
TwentyFour Select Monthly Income Fund  
TwentyFour Income Fund  
UK Mortgages Limited

## **APPENDIX V**

### **PAST PERFORMANCE AND INVESTOR PROFILE**

The Company was converted from a Non-UCITS retail scheme to a UCITS scheme in accordance with a resolution of Shareholders passed on 25 October 2016. In view of the differences in eligible assets between a Non-UCITS retail scheme and a UCITS scheme, past performance information in relation to the period before conversion has not been included in this Prospectus.

#### **Investor profile**

The Sub-funds are marketable to all eligible investors provided they can meet the minimum subscription levels and are at least 18 years of age. The Sub-funds may be suitable for investors who see collective investment schemes as a convenient way of participating in investment markets. They may be suitable for investors wishing to seek to achieve defined investment objectives. Such investors must have experience with, or understand, products where the capital is at risk. Investors must be able to accept some risk to their capital, thus the Sub-funds may be suitable for investors who are looking to set aside the capital for at least 5-8 years. If you are uncertain whether these products are suitable for you, please contact a financial adviser.

**MI Momentum Cautious (not launched yet)** may be suitable for post-retirement investors looking to meet their cash flow needs while preserving capital less costs. The Sub-fund will target a risk rating factor 2 as determined by an independent risk rating body. Where not inconsistent with the Sub-fund's risk profile, it will aim for a return which is in line with the consumer price index over the same market cycle. The risk profile of the Fund is 'very low risk' and the recommended minimum investment period is 2 years.

**MI Momentum Focus 3** may be suitable for those investors wanting to achieve long-term capital growth by gaining exposure to a diversified and broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash by investing predominantly in a globally diverse mix of collective investment schemes.

The Sub-fund will target a risk rating factor 3 as determined by an independent risk rating body. Where not inconsistent with the Sub-fund's risk profile, it will aim for a return which is 3% in excess of the consumer price index over the same market cycle. The risk profile of the Sub-fund is defensive with between 0% and 35% exposure to equities and the recommended minimum investment period is 4 years.

**MI Momentum Focus 4** may be suitable for those investors wanting to achieve long-term capital growth by gaining exposure to a diversified and broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash, commodities, alternatives and property by investing predominantly in a globally diverse mix of collective investment schemes.

The Sub-fund will target a risk rating factor 4 as determined by an independent risk rating body. Where not inconsistent with the Sub-fund's risk profile, it will aim for a return which is 4% in excess of the consumer price index over the same market cycle. The risk profile of the

Sub-fund is broadly balanced with 40% to 60% exposure to equities and the recommended minimum investment period is 5 years.

**MI Momentum Focus 5** may be suitable for those investors wanting to achieve long-term capital growth by gaining exposure to a diversified and broad range of asset classes, including global equities, UK equities, corporate and government bonds, money market instruments, cash and near cash by investing predominantly in a globally diverse mix of collective investment schemes.

The Sub-fund will target a risk rating factor 5 as determined by an independent risk rating body. Where not inconsistent with the Sub-fund's risk profile, it will aim for a return which is 5% in excess of the consumer price index over the same market cycle. The risk profile of the Sub-fund is moderately aggressive with 50% to 80% exposure to equities and the recommended minimum investment period is 6 years.

**MI Momentum Focus 6 (not launched yet)** may be suitable for investors who are unlikely to redeem over the medium to long term. The Sub-fund will target a risk rating factor 6 as determined by an independent risk rating body. Where not inconsistent with the Sub-fund's risk profile, it will aim for a return which is 6% in excess of the consumer price index over the same market cycle. The risk profile of the Fund is 'high medium risk' and the recommended minimum investment period is 7 years.

**MI Momentum Adventurous (not launched yet)** may be suitable for investors who have a long time horizon and/or little concern around short term risk. The Sub-fund will target a risk rating factor 7 as determined by an independent risk rating body. Where possible and not inconsistent with the Sub-fund's risk profile, it will aim to deliver returns comparable to the global equity market over the relevant market cycle. There is no guarantee that this return will be achieved. The risk profile of the Fund is 'highest medium risk' and the recommended minimum investment period is 8 years.

**MI Momentum Monthly Income (not launched yet)** may be suitable for investors seeking to derive a monthly income from their capital. The Sub-fund will target a risk rating factor 4 as determined by an independent risk rating body. Where possible and where not inconsistent with the Sub-fund's risk profile, it will aim to grow capital in line with the consumer price index while paying out income over the relevant market cycle. Income is expected to be in the range of 3% to 5% per annum. The risk profile of the Fund is 'low medium risk' and the recommended minimum investment period is 5 years.

**APPENDIX VI**  
**SUB-CUSTODIANS**

<b>Country</b>	<b>List of Sub-Custodians</b>
<b>Argentina</b>	Citibank N.A.Argentina
<b>Australia</b>	HSBC Bank Australia Limited
<b>Austria</b>	UniCredit Bank Austria AG
<b>Bahamas</b>	
<b>Bahrain</b>	HSBC Bank Middle East Limited
<b>Bangladesh</b>	Standard Chartered Bank
<b>Belgium</b>	Deutsche Bank AG
<b>Benin</b>	United Bank for Africa plc
<b>Bermuda</b>	HSBC Bank Bermuda Limited
<b>Bosnia-Herzegovina: The Federation of Bosnia and Herzegovina (Sarajevo)</b>	Raiffeisen Bank International AG
<b>Botswana</b>	Standard Chartered Bank Botswana Limited
<b>Brazil</b>	Citibank N.A.Brazil
<b>Bulgaria</b>	Citibank Europe plc
<b>Burkina Faso</b>	United Bank for Africa plc
<b>Canada</b>	<b>1.</b> The Northern Trust Company Canada <b>2.</b> RBC
<b>Cayman islands</b>	Euroclear
<b>Channel Islands</b>	The Northern Trust Company, London
<b>Chile</b>	Banco de Chile
<b>China</b>	(1) HSBC Bank (China) Company Limited (China- A) (2) HSBC Bank (China) Company Limited (China- B)
<b>Colombia</b>	Cititrust Colombia S.A. Sociedad Fiduciaria
<b>Costa Rica</b>	-
<b>Croatia</b>	UniCredit Bank Austria

	AG
<b>Cyprus</b>	Citibank International Limited
<b>Czech Republic</b>	UniCredit Bank Czech Republic and Slovakia, a.s.
<b>Denmark</b>	Nordea Bank Danmark A/S
<b>Ecuador</b>	-
<b>Egypt</b>	Citibank NA
<b>Estonia</b>	Swedbank AS
<b>Euro CDs</b>	Deutsche Bank AG, London Branch
<b>Euro Markets</b>	Euroclear Bank S.A/N.V
<b>Finland</b>	Nordea Bank Finland plc
<b>France</b>	Deutsche Bank AG
<b>Germany</b>	Deutsche Bank A.G.
<b>Ghana</b>	Standard Chartered Bank Ghana Limited
<b>Greece</b>	Citibank International International
<b>Guinea Bissau</b>	United Bank for Africa SA
<b>Guernsey</b>	The Northern Trust Company, London
<b>HONG KONG</b>	The Hongkong & Shanghai Banking Corporation Ltd
<b>Hungary</b>	UniCredit Bank Hungary Zrt
<b>Iceland</b>	Landsbankinn hf
<b>India</b>	Citibank NA
<b>Indonesia</b>	Standard Chartered Bank
<b>Ireland</b>	The Northern Trust Company, London
<b>Isle Of Man</b>	The Northern Trust Company, London
<b>Israel</b>	Bank Leumi Le-Israel B.M.
<b>Italy</b>	BNP Paribas Securities Services SA
<b>Ivory Coast</b>	United Bank for Africa Plc
<b>Japan</b>	The Hongkong & Shanghai Banking Corporation Limited
<b>Jersey</b>	The Northern Trust Company, London

<b>Jordan</b>	Standard Chartered Bank plc, Jordan Branch
<b>Kazakhstan</b>	JSC Citibank Kazakhstan
<b>Kenya</b>	Standard Chartered Bank Kenya Limited
<b>Kuwait</b>	HSBC Bank Middle East Limited
<b>Latvia</b>	Swedbank AS
<b>Lebanon</b>	HSBC Bank Middle East Limited
<b>Lithuania</b>	AB SEB Bankas
<b>Luxembourg</b>	Euroclear Bank S.A/N.V
<b>Malawi</b>	-
<b>Malaysia</b>	HSBC Bank Malaysia Berhad
<b>Mali</b>	United Bank for Africa plc
<b>Malta</b>	
<b>Marshall Islands</b>	Euroclear
<b>Mauritius</b>	The Hongkong & Shanghai Banking Corporation Ltd
<b>Mexico</b>	Banco Nacional de Mexico S.A.
<b>Morocco</b>	Societe Generale Marocaines de Banques
<b>Mozambique</b>	Euroclear
<b>Namibia</b>	Standard Bank Namibia Ltd
<b>Netherlands</b>	Deutsche Bank AG
<b>New Zealand</b>	The Hongkong and Shanghai Banking Corporation Limited
<b>Niger</b>	United Bank for Africa plc
<b>Nigeria</b>	(1) Stanbic IBTC Bank plc
<b>Norway</b>	Nordea Bank Norge ASA
<b>Oman</b>	HSBC Bank Oman SAOG
<b>Pakistan</b>	Citibank NA
<b>Palestinian Autonomous Area</b>	HSBC Bank Middle East Limited
<b>Panama</b>	Citibank, N.A., Panama Branch
<b>Peru</b>	Citibank del Peru S.A.
<b>Philippines</b>	The Hongkong & Shanghai Banking Corporation Ltd

<b>Poland</b>	Bank Polska Kasa Opieki SA
<b>Portugal</b>	BNP Paribas Securities Services
<b>Qatar</b>	HSBC Bank Middle East Limited
<b>Romania</b>	Citibank Europe plc
<b>Russia</b>	ZAO Citibank
<b>Saudi Arabia</b>	HSBC Saudi Arabia Limited
<b>Senegal</b>	United Bank for Africa plc
<b>Serbia</b>	UniCredit Bank Austria A.G.
<b>Singapore</b>	DBS Bank Ltd
<b>Slovak Republic</b>	
<b>Slovakia</b>	Citibank Europe plc
<b>Slovenia</b>	UniCredit Banka Slovenija d.d
<b>South Africa</b>	Standard Bank of South Africa Limited
<b>South Korea</b>	The Hongkong & Shanghai Banking Corporation Ltd
<b>Spain</b>	BNP Paribas Securities Services
<b>Sri Lanka</b>	Standard Chartered Bank
<b>Swaziland</b>	Standard Bank Swaziland Ltd
<b>Sweden</b>	Svenska Handelsbanken AB (publ)
<b>Switzerland</b>	Credit Suisse AG
<b>Taiwan*</b>	Bank of Taiwan
<b>Tanzania</b>	Standard Chartered Bank (Mauritius) Limited
<b>Thailand</b>	Citibank NA
<b>Togo</b>	United Bank for Africa plc
<b>Trinidad &amp; Tobago*</b>	-
<b>Tunisia</b>	Banque Internationale Arabe de Tunisie
<b>Turkey</b>	Deutsche Bank AS
<b>Uganda</b>	Standard Chartered Bank Uganda Limited
<b>Ukraine</b>	PJSC Citibank
<b>United Arab Emirates-NASDAQ</b>	HSBC Bank Middle East Limited

<b>United Arab Emirates-ADX</b>	HSBC Bank Middle East Limited
<b>United Arab Emirates-DFM</b>	HSBC Bank Middle East Limited
<b>United Kingdom</b>	The Northern Trust Company, London
<b>United States</b>	The Northern Trust Company
<b>Uruguay</b>	Banco Itau Uruguay S.A.
<b>Venezuela</b>	Citibank NA Caracas Branch
<b>Vietnam</b>	HSBC Bank (Vietnam) Ltd
<b>WAEMU (West African Economic and Monetary Union)</b>	-
<b>Zambia</b>	Standard Chartered Bank Zambia plc
<b>Zimbabwe</b>	Standard Chartered Bank (Mauritius) Limited
<b>Note</b>	Brazil - Unquoted security Qatar - Unquoted security Marshall Islands - Unquoted security Nigeria - Unquoted security British Virgin Islands - Unquoted Securities Guernsey - Unquoted security Gibraltar Unquoted Securities

**APPENDIX VII****DIRECTORY****The Company and Head Office:**

MI Momentum Investment Funds  
Springfield Lodge  
Colchester Road  
Chelmsford  
Essex  
CM2 5PW

**Authorised Corporate Director:**

Maitland Institutional Services Ltd  
Springfield Lodge  
Colchester Road  
Chelmsford  
Essex  
CM2 5PW

**Depository:**

National Westminster Bank Plc  
Registered and Head Office:  
135 Bishopsgate  
London  
EC2M 3UR

**Custodian:**

JP Morgan Chase Bank N.A  
2nd Floor  
Chaseside  
Bournemouth  
BH7 7DA

**Investment Manager:**

Momentum Global Investment Management Limited  
The Rex Building  
62 Queen Street  
London  
EC4R 1EB

**Registrar:**

Maitland Institutional Services Ltd  
Springfield Lodge  
Colchester Road  
Chelmsford  
Essex  
CM2 5PW

**Auditors:**

PricewaterhouseCoopers LLP  
7 More London Riverside  
London  
SE1 2RT