

Man AHL Diversified
Markets EU

Man AHL Diversified Markets EU

Authorised for distribution to qualified and non-qualified investors in or from Switzerland as a foreign other fund for alternative investments bearing special risks

Authorised for distribution in The Netherlands as an investment institution

Man AHL Diversified Markets EU is based in The Netherlands and is a foreign other fund for alternative investments with special risks according to the Swiss Federal Collective Investment Schemes Act, which invests based on an alternative investment strategy predominantly in derivatives of any kind. This strategy could, because of its Financing, cause considerable price fluctuations. Thus, investors have to be prepared to bear losses and are hereby explicitly referred to the special risk factors mentioned in the Prospectus. Key investor information documents have been prepared for this Fund with information on the Fund, the costs and the risks. Please request copies and read them before buying Units in the Fund. The key investor information documents are obtainable at no cost from Man Fund Management Netherlands B.V., Beurs-World Trade Center, Beursplein 37, 3011 AA Rotterdam, The Netherlands. This information can also be obtained on the Manager's website: www.man.com/dmeu. Swiss investors should refer to **Annex C**, the 'Addendum for Swiss investors' for further information.

The Manager is solely responsible for the issue of this Prospectus.

Date of this Prospectus: 27 November 2015

Manager and AIFM

Man Fund Management Netherlands B.V.
Beurs-World Trade Center,
Beursplein 37,
3011 AA Rotterdam
The Netherlands

Depositary

The Bank of New York Mellon SA/NV
acting through its Amsterdam branch
WTC Building, Strawinskylaan 337
1077 XX Amsterdam
The Netherlands

Trading Adviser

AHL Partners LLP
Riverbank House, 2 Swan Lane
London EC4R 3AD
United Kingdom

Title Holder

Citco Bewaarder B.V.
Telestone 8 – Teleport
Naritaweg 165
1043 BW Amsterdam
The Netherlands

Swiss Representative

Man Investments AG
Huobstrasse 3

8808 Pfäffikon SZ
Switzerland

Preliminary

This Prospectus contains information on Man AHL Diversified Markets EU, an open-ended fund for joint account (*fonds voor gemene rekening*) formed under Dutch law. This document constitutes a prospectus which has been set out in accordance with Dutch law, including the FMSA, and the Swiss Federal Collective Investment Schemes Act. The annexes to this Prospectus are part of this Prospectus and together form the entire Prospectus of the Fund.

The Manager is authorised by the AFM to act as manager (*beheerder*) of investment institutions (*beleggingsinstellingen*) and to offer participation rights in investment institutions in the Netherlands and has for this purpose been granted a licence within the meaning of Section 2:65 of the FMSA. Accordingly, the Fund, the Depositary, the Title Holder and the Manager are supervised by the AFM. The Manager is the AIFM of the Fund.

The fact that the AFM has granted a licence to the Manager does not render the AFM liable for any kind of non-performance of the Fund. The granting of a licence to the Manager does not imply any guarantee for the credit worthiness and financial position of the Fund and the parties concerned, including the Manager and the Title Holder, neither does it imply any support or guarantee for this Prospectus, the Manager, the Title Holder or the Fund by the AFM. The AFM is not responsible for the content of this Prospectus. The General Terms and Conditions, which are attached to this Prospectus as **Annex A**, and the rest of this Prospectus are governed exclusively by Dutch law. Statements made in this Prospectus are, unless otherwise indicated, based on the law and on the practice of law as currently in force in The Netherlands, and may be subject to amendment. Apart from the Manager and the Title Holder, no person has been authorised to give any information or make any statements in connection with the offer or the placing of Units other than the information contained in this Prospectus; and if any such information should be given or statements made, they are not to be regarded as authorised and made by the Manager and/or the Title Holder. The issue of this Prospectus and the purchase, sale, issuance or redemption of Units do not imply in any way that the information in this Prospectus is still up to date at a later time than the date of this Prospectus. As long as the Manager is the manager of the Fund, the Manager will update this Prospectus whenever there are reasons to do so.

Investments in the Fund are not deposits or obligations of, or guaranteed or endorsed in any way by Citco Fund Services (Cayman Islands) Limited or any of its affiliates. None of Citco Fund Services (Cayman Islands) Limited nor any of its affiliates, branches or subsidiaries, directly or indirectly, guarantees, assumes or otherwise insures the obligations or performance of the Fund or any other investment that the Fund makes. Losses of the Fund are not borne by Citco Fund Services (Cayman Islands) Limited or any of its affiliates or subsidiaries.

As described in this Prospectus, Citco Fund Services (Cayman Islands) Limited will provide services to the Fund pursuant to the Fund Services Agreement. Citco Fund Services (Cayman Islands) Limited is not under that agreement acting as an investment manager, as an investment, legal or tax adviser, or as a custodian to the Fund. In providing its services Citco Fund Services (Cayman Islands) Limited is only providing such services to the Fund pursuant to the Fund Services Agreement and not to any other person.

Citco Fund Services (Cayman Islands) Limited is not responsible for the content of this Prospectus. Such responsibility is with the Manager or other persons and accordingly each investor should take into consideration that Citco Fund Services (Cayman Islands) Limited will not have any liability arising from any inaccuracies in this Prospectus.

The distribution of this Prospectus and the offering of Units may be restricted in certain jurisdictions. Accordingly, prospective investors should inform themselves as to (i) the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of Units; (ii) any foreign exchange restrictions applicable to the purchase, holding, transfer, redemption or other disposal of Units, which they might encounter; and (iii) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer, redemption or other disposal of Units. Prospective investors must rely upon their own representatives, including their own legal advisers, stockbrokers, bank managers and accountants, as to legal, tax, investment or any other related matters concerning the Fund and an investment therein. The Fund, the Manager and the Title Holder are not liable for violations of any of the above restrictions or requirements by another person irrespective of such person being a possible purchaser of Units.

This Prospectus does not constitute and may not be used for the purposes of an offer or solicitation to anyone in any jurisdiction (i) in which such offer or solicitation is not authorised; (ii) in which the person making the offer is not qualified to do so; or (iii) to any person to whom it is unlawful to make such offer or solicitation. No action has been taken or will be taken in any jurisdiction by the Manager and/or the Trading Adviser (other than Switzerland) that would permit a public offering of the Units or possession or distribution of this Prospectus in any jurisdiction where action for that purpose is required. The Units are offered on the basis of the information and representations contained in this Prospectus and the Application Form and any further information given or representations made by any person may not be relied upon as having been authorised by the Manager in respect of the Fund. Neither the delivery of this Prospectus nor the allotment or issue of any Units shall under any circumstances create any implication that there has been no change in the affairs of the Fund since the date of this Prospectus.

The Units are not quoted on any stock exchange, nor are they proposed for quotation on any stock exchange.

The Units have not been and will not be registered under the US Securities Act of 1933, as amended, and Units may not at any time be directly or indirectly offered or sold in the United States or to or for the benefit of any US Person. The Units may not at any time be directly or indirectly offered, sold or transferred to or for the benefit of any retirement plan or account that is (i) subject to Title 1 of the US Employee Retirement Income Security Act of 1974, as amended (ERISA), (ii) subject to Section 4975 of the US Internal Revenue Code of 1986, as amended (including Individual Retirement Accounts (IRAs)), or (iii) entities whose underlying assets include 'plan assets' by reason of a plan's investment in such entity. In this regard, each Applicant will be deemed to have represented that it is not such a retirement plan or account and is not acquiring or holding the Units for the benefit of such a retirement plan or account.

Other selling restrictions that apply to the direct or indirect offering of Units in other jurisdictions than The Netherlands or Switzerland are attached to this Prospectus as **Annex B**.

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

Because of the associated risks, investment in the Fund is suitable only for investors who are able to bear the loss of a substantial portion or even all of the money they invest in the Fund and who understand the above-average risks involved. The Manager recommends that no more than 5.00% to 10.00% of any investor's portfolio be invested in the Fund. However this should not be taken as imposing on the Fund, the Manager, the Title Holder, the Unitholder Services Provider and Registrar, the Valuation Service Provider, the Trading Adviser or any other intermediary or service provider to the Fund, any obligation to monitor the amount of investment which a Unitholder makes in the Fund or to review an investor's portfolio of investments and none of the foregoing shall be liable to any investor for any loss arising as a result of the failure to monitor an investor's portfolio.

The attention of prospective Unitholders is drawn to the section entitled 'Risk factors' of this Prospectus and to Annex B entitled 'Selling restrictions'. The Fund is denominated in EUR.

In respect of all references in this Prospectus to any (expected) returns of the Fund, it should be noted that the value of a Unit may fluctuate and that results made in the past do not give any guarantees about the future. In respect of all statements about the future, it should be noted that such statements by their nature consist of risks and insecurities, as they pertain to events and depend on circumstances that may or may not occur in the future.

The attention of prospective and existing Unitholders is drawn to the fact that, with effect from 19 December 2014, the Tranche A Units are no longer available for subscription.

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Definitions

For the purposes of this Prospectus:

'Account Communications' means all current and future account statements; requests for information to maintain your registration; the Prospectus, the General Terms and Conditions, the Application Form or material contracts (including all supplements and amendments to any of the foregoing); notices (including privacy notices); letters to investors; annual audited financial statements; regulatory communications and other information, documents, data and records regarding your investment in the Fund, reports from the Manager or the Trading Adviser on the performance of the Fund or relevant investment strategies or investment opportunities or other promotional information, documents, data or records regarding the Fund, the Manager and the Trading Adviser; requests for further documentation or information from the Applicant relating to the Units; providing the Applicant with trading advisory reports, performance reports, contract notes and ancillary or generic information relating to the Units.

'AFM' means the Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*), one of the supervisory authorities under the FMSA.

'AHL' means an investment division of the Man Group.

'AHL Diversified Programme' means the investment programme conducted through Investments used by the Trading Adviser details of which are set out in this Prospectus in the section entitled **'AHL Diversified Programme'** of this Prospectus.

'AIFM' means the 'AIFM' of the Fund within the meaning of Article 4 (1) (b) of the Directive, being the Manager.

'Annual Report' means the annual accounts and annual report over a financial year with respect to the Fund in accordance with Section 4:37o of the FMSA, which shall at least consist of a balance sheet, a profit and loss account, explanatory notes thereto and the other information as meant in Sections 115m and 115y of the Conduct of Business Decree.

'Anti-money Laundering Documents' means the documentation required by the money laundering protection section of the Application Form to be provided by an Applicant as part of its Application for Units, and part of the Redemption Form to be provided by a redeeming Unitholder.

'Applicant' means any person in whose name an Application is made, and **'Applicants'** shall be construed accordingly.

'Application' means a valid application to subscribe for Units made by submitting a duly completed and signed Application Form (and applicable Anti-money Laundering Documents) to the Unitholder Services Provider and Registrar and by remitting (or causing to be remitted) cleared funds into the subscription account in the amount stated in part one of the Application Form and **'Applications'** shall be construed accordingly.

'Application Closing Date' means at 23:00 (Dutch time) on the date falling four Business Days prior to the Dealing Day on which the Applicant wishes the subscription for the Units, in respect of which the Application is being made, to be effected.

'Application Form' means the form for the application of Units, one of which can be obtained from the Unitholder Services Provider and Registrar, to be completed and executed by an Applicant in order to subscribe for Units, and **'Application Forms'** shall be construed accordingly.

'Auditors' means the registered accountant or other expert as referred to in Section 2:393 subsection 1 of the Dutch Civil Code charged with the audit of the Annual Report, being Ernst & Young Accountants LLP, The Hague, or such other party as may be appointed from time to time in accordance with the General Terms and Conditions.

'Brokers' means such brokers as may be appointed from time to time by the Manager, and **'Broker'** shall be construed accordingly.

'Broker Agreement' means the Introducing Broker Agreement, together with the account opening documentation of the Broker, properly completed in respect of the Fund. Pursuant to the Broker Agreement, the Broker will provide brokerage and dealing services to the Manager in respect of the Fund and may also extend credit to the Manager and the Title Holder in respect of the Fund (on such terms as to interest and security as may be agreed between them) and will hold assets and cash in respect of the Fund in connection with transactions contemplated pursuant to the Broker Agreement.

'Brokerage Account' means the account(s) with the Broker(s) held in the name of the Title Holder, and **'Brokerage Accounts'** shall be construed accordingly.

'Business Day' means any day (other than a Saturday or Sunday) on which banks are open for business in Amsterdam, London and New York and **'Business Days'** shall be construed accordingly.

'Clearing Systems' means Clearstream Banking AG, Clearstream Frankfurt AG or any similar service provider, as the case may be, and **'Clearing System'** shall be construed accordingly.

'Conduct of Business Decree' means the Dutch Conduct of Business Decree FMSA (*Besluit Gedragstoezicht financiële ondernemingen Wft*).

'Dealing Day' means the first Business Day after the day on which a Valuation Day occurs, or such other Business Days as the Manager shall from time to time determine, provided that (i) a Dealing Day shall never occur more than three Business Days after the Valuation Day to which it relates; (ii) and no more than one Dealing Day shall relate to any one Valuation Day and **'Dealing Days'** shall be construed accordingly.

'Delegated Regulation' means the Commission Delegated Regulation (EU) No 231/2013 supplementing the Directive with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision.

'Depositary' means the depositary (*bewaarder*) of the Fund within the meaning of Sections 1:1 and 4:37f of the FMSA, being The Bank of New York Mellon SA/NV, acting through its Amsterdam branch, or such other person or entity permitted to act in the aforementioned meaning, as may be appointed from time to time by the Manager.

'Depositary Agreement' means the written agreement between the Manager and the Depositary regarding the management and custody (*schriftelijke overeenkomst van beheer en bewaring*) of the Fund as meant in Section 4:37f of the FMSA, as may be amended or supplemented from time to time, to which the Title Holder is a party as well.

'Directive' means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No. 1060/2009 and (EU) No. 1095/2010.

'Dutch Central Bank' means De Nederlandsche Bank N.V., one of the supervisory authorities under the FMSA.

'EUR' means the Euro, the single currency of participating states of the European Union.

'FATCA' means the Foreign Account Tax Compliance Act of the United States (or any regulation promulgated thereunder).

'FATCA Services Agreement' means the agreement between the Manager and Citco Fund Services (Cayman Islands) Limited in respect of the Fund, as may be amended or supplemented from time to time.

'FCA' means the Financial Conduct Authority, a company limited by guarantee established and authorised to carry out its regulatory functions under the UKFSMA (and any successor regulatory organisation).

'FCA Rules' means the rules published from time to time by the FCA.

'Financing' means the principal amounts outstanding under loans and derivative instruments created under the Financing Arrangements (but not including investments in leveraged vehicles) from time to time together with any accrued but unpaid interest, fees or expenses thereon in each case calculated in accordance with the terms of the Financing Arrangements.

'Financing Arrangements' means credit facilities and/or any other forms of finance relating to the Fund or underlying vehicle(s) through which the Fund invests, including but not limited to derivative instruments, leveraged notes, and investments in leveraged vehicles provided on a committed or uncommitted basis or other funding arrangements as recommended by the Trading Adviser, and 'Financing Arrangement' shall be construed accordingly.

'FMSA' means the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*).

'Fund' means the agreement of its own nature (*sui generis*) concerning the aggregate of capital, the legal ownership of which is held by the Title Holder, consisting of:

- (a) the assets (*goederen*) of the Fund; and
- (b) the Fund Obligations,

in which monies and other assets are called or received for the purpose of collective investment by the Unitholders as governed by the General Terms and Conditions and this Prospectus and related agreements and to which the Unitholders are economically entitled under the name of Man AHL Diversified Markets EU.

'Fund Obligations' mean the liabilities which the Title Holder assumes and/or incurs in its own name on behalf of and for the account of the Unitholders in connection with the Fund.

'Fund Services Agreement' means the fund services agreement entered into by and between the Manager, the Title Holder, the Services Manager and Citco Fund Services (Cayman Islands) Limited, as amended and restated from time to time.

'General Terms and Conditions' means the amended and restated general terms and conditions of Man AHL Diversified Markets EU as attached to this Prospectus as Annex A.

'Introducing Broker' means Man Investments AG, a corporation in terms of the Swiss Code of Obligations, incorporated in 8808 Pfäffikon SZ, Switzerland.

'Introducing Broker Agreement' means the agreement between the Manager and the Introducing Broker, as may be amended or supplemented from time to time.

'Investments' include but are not limited to the diversified portfolio of instruments in which the Manager directly invests through, but not limited to, Brokerage Accounts, pursuant to the AHL Diversified Programme and which includes, without any limitation, futures and options contracts (including contracts which are traded Off-Exchange) on and for physical commodities, currencies, mortgage-backed securities, money market instruments, obligations of the governments of sovereign nations, obligations guaranteed by the governments of sovereign nations and any other financial instruments, securities, repurchase contracts, stock, financial, and economic indices and items which are (whether now or in the future) the subject of futures contract trading, futures contracts, options on futures contracts and physical commodities, cash and forward contracts, swaps, foreign exchange commitments, deferred delivery contracts, Financing contracts and other commodity related contracts, agreements and transactions (including contingent liability transactions).

'IRC' means the US Internal Revenue Code of 1986, as amended.

'Jurisdiction Regulation' means Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2001, L 012, 1).

'Man Group' means:

- (a) Man Group plc;
- (b) any company or other entity which directly or indirectly controls, is controlled by or is under common control with Man Group plc (including any holding company or subsidiary, each within the meaning of section 1159 of the Companies Act 2006); and
- (c) any limited partnership or limited liability partnership whose general partner or managing member is an entity in (b) above,

but excluding any investment fund in relation to which Man Group plc or an entity or partnership in (b) or (c) above provides investment management, advisory, marketing or related services.

'Manager' means Man Fund Management Netherlands B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law with corporate seat in Rotterdam and having its address at Beurs-World Trade Center, Beursplein 37, 3011 AA

Rotterdam, The Netherlands. Depending on the context, any reference to the Manager in this Prospectus shall be (i) a reference to the Manager acting on behalf and for the account of the Title Holder in respect of the Fund in accordance with the General Terms and Conditions and the Title Holder Services Agreement or (ii) a reference to the Manager acting in its capacity as such in accordance with the General Terms and Conditions.

'Marketing Adviser' means Man Investments AG, with its registered office in 8808 Pfäffikon SZ, Switzerland, or such other party as may be appointed from time to time.

'Minimum Holding' means the minimum holding amount of Units which a Unitholder must maintain being:

- (a) in respect of the Tranche A Units, Tranche B Units and Tranche C Units, EUR 2,500 and if a Unitholder holds several of such Tranches of Units, EUR 1,250 in each of such Tranches of Units held by a Unitholder; and
- (b) in respect of the Tranche D Units, EUR 1,000,000.

'Minimum Redemption' means the minimum holding amount of Units which a Unitholder may redeem pursuant to any single Redemption Form, amounting to EUR 5,000.

'Minimum Subscription' means:

- (a) in respect of the Tranche D Units, a minimum subscription of EUR 1,000,000; and
- (b) in respect of the Tranches B Units and the Tranche C Units, a minimum subscription of EUR 10,000.

'Net Asset Value' means the amount calculated by the Valuation Service Provider as at each Valuation Day, as being the value of the net assets of the Fund attributable to the Units.

'Net Asset Value per Unit' means in respect of each Tranche of Units, that portion of the Net Asset Value attributable to the relevant Tranche divided by the number of Units in issue in respect of that Tranche on the Valuation Day to which the calculation of that Net Asset Value by the Valuation Service Provider relates.

'Non-qualified Person' means (i) any person who by acquiring and/or holding Units would be in breach of the law or requirements of any country or governmental authority; or (ii) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other persons, connected or not or any other circumstances appearing to the Manager to be relevant) which, in the opinion of the Manager, might result in the

Fund incurring any liability to taxation or suffering any other pecuniary or commercial disadvantage that the Fund might not otherwise have incurred or suffered; or (iii) any person under the age of 21 years; or (iv) any US Person.

'Off-Exchange' means not on a Recognised Exchange or Recognised Market.

'Prime Brokers' means Credit Suisse Securities (Europe) Limited and Morgan Stanley & Co. International Plc or such other person, firm or corporation appointed and for the time being acting as a prime broker of the Fund.

'Prospectus' means this prospectus dated 27 November 2015 relating to the offering of the Units, including the annexes to this Prospectus.

'Qualified Financial Institution' means institutions defined in Article 1 (a) (1)-(8) of the Dutch Act for the Prevention of Money Laundering and the Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*).

'Recognised Exchange' or **'Recognised Market'** means an investment exchange, market or clearing house that meets the regulatory criteria prescribed in Regulation 45 of the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2003 (SI211 of 2003) (as amended by the European Communities (Undertakings for Collective Investment in Transferable Securities) Amendment Regulations 2003 (SI212 of 2003)), and **'Recognised Exchanges'** or **'Recognised Markets'** shall be construed accordingly.

'Redemption Form' means the form for the redemption of Units from a Unitholder to the Unitholder Services Provider and Registrar, which includes, among other things (i) the name and address of the Unitholder; (ii) the number of Units the Unitholder wishes to redeem; and (iii) in the case of the Unitholder requiring the redemption to occur on a Dealing Day which is not the next available Dealing Day, details of the Dealing Day on which the Unitholder wishes those Units to be redeemed.

'Regulations' means the Directive, the Delegated Regulation, the FMSA and any other rules and regulations promulgated pursuant thereto as applicable to the Manager, the Title Holder, the Depositary and/or the Fund from time to time.

'Services Manager' means Man Investments AG.

'Subscription Price' means the price per Unit of a certain Tranche at which Applicants may purchase Units of the relevant Tranche being the Net Asset Value per Unit of the relevant Tranche on the Valuation Day immediately preceding the relevant Dealing Day.

‘Swiss Paying Agency Agreement’ means the paying agency agreement between the Manager, the Title Holder and the Swiss Paying Agent pursuant to which the Swiss Paying Agent was appointed to be the paying agent for the Fund in Switzerland, as may be amended or supplemented from time to time.

‘Swiss Paying Agent’ means RBC Investor Services Bank S.A., Esch-sur-Alzette, Zurich Branch or such other party as is appointed as Swiss paying agent from time to time.

‘Swiss Representation Agreement’ means the agreement between the Manager and the Swiss Representative in respect of the Fund, as may be amended or supplemented from time to time.

‘Swiss Representative’ means Man Investments AG, with its registered office in 8808 Pfäffikon SZ, Switzerland, or such other party as may be appointed from time to time.

‘Switch Form’ means the form for (i) the switch of Tranche A Units and/or Tranche B Units to Tranche C Units and/or (ii) the switch of Tranche A Units, Tranche B Units and/or Tranche C Units to Tranche D Units, as further described in the section ‘Switches to Tranche C Units or Tranche D Units’ of this Prospectus, one of which can be obtained from the Unitholder Services Provider and Registrar.

‘Title Holder’ means the holder of the legal title to the assets of the Fund within the meaning of Section 4:37j of the FMSA, being Citco Bewaarder B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law with corporate seat in Amsterdam and having its address at Telestone 8 – Teleport, Naritaweg 165, 1043 BW Amsterdam, The Netherlands, or such other entity within the aforementioned meaning, as may be appointed from time to time in accordance with the General Terms and Conditions. Unless the context dictates otherwise, any reference to the Title Holder in this Prospectus shall mean the Title Holder acting as title holder (formerly as trustee (*bewaarder*)) in respect of the Fund in accordance with the General Terms and Conditions and the Title Holder Services Agreement.

‘Title Holder Services Agreement’ means the agreement between the Manager and the Title Holder, as may be amended or supplemented from time to time.

‘Trading Adviser’ means AHL Partners LLP of Riverbank House, 2 Swan Lane, London EC4R 3AD, a limited liability partnership established in England and authorised and regulated by the FCA in the conduct of its regulated activities in the United Kingdom, or such other party as may be appointed as trading adviser to the Fund from time to time, and a member of the Man Group.

‘Trading Adviser Agreement’ means the agreement between the Manager, the Title Holder, the Trading Adviser and the Marketing Adviser, as may be amended or supplemented.

'Tranche A and B Net Asset Value' means the amount calculated by the Valuation Service Provider as at each Valuation Day, as being the value of the net assets of the Fund attributable to the Tranche A Units and the Tranche B Units.

'Tranche A Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price without any surcharge being due but subject to the early redemption fee as described in Article 9 paragraph 1 of the General Terms and Conditions, and **'Tranche A Units'** shall be construed accordingly. With effect from 19 December 2014, the Tranche A Units are no longer available for subscription.

'Tranche B Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price increased by a surcharge at the discretion of the Manager as described in Article 7 paragraph 3 of the General Terms and Conditions but which are not subject to any early redemption fee, and **'Tranche B Units'** shall be construed accordingly.

'Tranche C Net Asset Value' means the amount calculated by the Valuation Service Provider as at each Valuation Day, as being the value of the net assets of the Fund attributable to the Tranche C Units.

'Tranche C Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price without any surcharge being due and not subject to any early redemption fee, and **'Tranche C Units'** shall be construed accordingly.

'Tranche D Net Asset Value' means the amount calculated by the Valuation Service Provider as at each Valuation Day, as being the value of the net assets of the Fund attributable to the Tranche D Units.

'Tranche D Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price without any surcharge being due and not subject to any early redemption fee, and **'Tranche D Units'** shall be construed accordingly.

'Tranche of Units' or **'Tranche'** means Tranche A Units, Tranche B Units, Tranche C Units or Tranche D Units and **'Tranches of Units'** shall be construed accordingly. Solely if the context so dictates and in view of the fact that, with effect from 19 December 2014, the Tranche A Units are no

longer available for subscription, any reference to 'Tranche of Units' or 'Tranche' in this Prospectus does not mean to include a reference to the Tranche A Units.

'**UKFSMA**' means the Financial Services and Markets Act 2000 of the United Kingdom, as may be amended from time to time.

'**Unit**' means the right of the Unitholders to the Net Asset Value, which is either a Tranche A Unit, a Tranche B Unit, a Tranche C Unit or a Tranche D Unit (including fractions thereof), representing an interest in the Net Asset Value and '**Units**' shall be construed accordingly. Solely if the context so dictates and in view of the fact that, with effect from 19 December 2014, the Tranche A Units are no longer available for subscription, any reference to 'Units' in this Prospectus does not mean to include a reference to the Tranche A Units.

'**Unitholders**' means those persons or entities which are admitted to the Fund by the Manager and for whose joint account the Fund is managed in accordance with the General Terms and Conditions and this Prospectus, and '**Unitholder**' shall be construed accordingly.

'**Unitholder Services Provider and Registrar**' means Citco Fund Services (Cayman Islands) Limited.

'**US dollar**' or '**USD**' means the lawful currency of the United States.

'**United States**' or '**US**' means the United States of America and its territories and possessions including any state thereof and the District of Columbia.

'**United States person**' or '**US person**' means, unless otherwise specified in this Prospectus, a person described in one or more of the following paragraphs:

- (a) with respect to any person; any individual or entity that would be a US Person under Regulation S of the Securities Act. See **Annex D** for the definition of US Person under Regulation S;
- (b) with respect to individuals; any US citizen or "resident alien" within the meaning of US income tax laws as in effect from time to time. Currently, the term "resident alien" is defined under US income tax laws to generally include any individual who (i) holds an Alien Registration Card (a "green card") issued by the US Immigration and Naturalisation Service; or (ii) meets a "substantial presence" test. The "substantial presence" test is generally met with respect to any current calendar year if (i) the individual was present in the US on at least 31 days during such year and (ii) the sum of the number of days on which such individual was present in the US during the current year, 1/3 of the number of

- such days during the first preceding year, and 1/6 of the number of such days during the second preceding year, equals or exceeds 183 days; or
- (c) with respect to persons other than individuals; (i) a corporation or partnership created or organised in the US or under the law of the US or any state; (ii) a trust where: (a) a US court is able to exercise primary supervision over the administration of the trust; and (b) one or more US persons have the authority to control all substantial decisions of the trust; and (iii) an estate which is subject to US tax on its worldwide income from all sources,

and **'United States Persons'** or **'US Persons'** shall be construed accordingly.

'Valuation Day' means the time of close of business in the market or markets relevant for the valuation of the assets and liabilities of the Fund on Monday of each week provided that in the event where a Dealing Day is not a Tuesday the Valuation Day shall be the weekday immediately preceding the Dealing Day, or such other day as the Manager shall from time to time determine.

'Valuation Procedures' shall mean the valuation policies and procedures established by the Manager in respect of the Fund pursuant to the Regulations, the Prospectus and the General Terms and Conditions.

'Valuation Service Provider' means Citco Fund Services (Cayman Islands) Limited, a company incorporated under the laws of the Cayman Islands, with its registered office at 89 Nexus Way, Camana Bay, PO Box 31106, Grand Cayman KY1-1205, Cayman Islands, or such other party as may be appointed from time to time.

Executive summary

The following text represents a summary only and is qualified throughout by the more detailed information contained in the other parts of this Prospectus. Potential investors should read these details before making an investment decision.

The Fund

The Fund is an open-ended fund for joint account (*fonds voor gemene rekening*) which was formed for an indefinite period of time in accordance with Dutch law on 14 July 1994.

Objective and strategy

The investment objective of the Fund is to achieve medium-term growth of capital. The Manager will seek to achieve the Fund's investment objective in respect of the Units by allocating funds raised from the issue of Units directly or indirectly to the AHL Diversified Programme.

Issue offer

Units are offered to investors at the Minimum Subscription. The Units are denominated in EUR. Units entitle the Unitholder to a proportional share in the Net Asset Value to the extent this share is due to the Unitholders and to take part in elections and votes with one vote per Unit.

The Units are issued at the Subscription Price which is valid on the corresponding Dealing Day (i.e. on a weekly basis). Applications must be received by the Unitholder Services Provider and Registrar at the latest on the Application Closing Date (i.e. 23:00 (Dutch time) on the fourth Business Day prior to the relevant Dealing Day). Payments must be received no later than on the Business Day next following the Application Closing Date (i.e. 23:00 (Dutch time) three Business Days prior to the relevant Dealing Day).

Redemption

Redemptions may be made on a weekly basis on a Dealing Day. Redemption Forms must be received by 23:00 (Dutch time) three Business Days prior to the relevant Dealing Day (i.e. three Business Days prior to the Dealing Day on which the Unitholder wishes to redeem at the latest).

Redemptions of Tranche A Units may be subject to a sliding scale redemption fee as further described in the section entitled 'Redemption of Units' of this Prospectus. This sliding scale redemption fee does not apply to the redemption of Tranche B Units, Tranche C Units and Tranche D Units. Payments of the redemption proceeds will normally be made within five Business Days after the date on which the calculation of the relevant Net Asset Value per Unit as at the Valuation Day immediately prior to such Dealing Day is available to the Unitholder Services Provider and Registrar. Redemptions must be for a number of Units equal to, or greater than, the Minimum Redemption and must not (unless all of the

Unitholder's Units are being redeemed) result in the Unitholder holding a number of Units less than the Minimum Holding. Certain limits on the level of redemptions permitted as of any Dealing Day may apply (see the section entitled 'Suspension of valuation and suspension of redemption payment' of this Prospectus). Subject to those limits, redemptions will be effected except in the event that, *inter alia*, the calculation of the Net Asset Value per Unit has been suspended (see the section entitled 'Suspension of valuation and suspension of redemption payment' of this Prospectus).

Net Asset Value/Valuation Day

The Net Asset Value per Unit will be calculated as at each Valuation Day (unless the calculation of the Net Asset Value per Unit has for any reason, been postponed or suspended) in EUR.

Dutch tax

As a fiscal transparent investment fund in accordance with Dutch law, the Fund is not subject to Dutch corporation tax. Also, the Fund is not obliged to withhold dividend withholding tax upon distributions of the Fund.

Unitholders are strongly recommended to consult their own tax adviser as to the fiscal consequences of their investment in the Fund.

Restrictions on investors

The Units may not be purchased or held by a Non-qualified Person. In addition, please refer to Annex B entitled 'Selling restrictions'.

Fees and costs

General

It is expected that all the fees and expenses set out below for the financial year of the Fund running from 1 September 2014 to 30 June 2015, adjusted in respect of potential inflation, will be, special circumstances excepted, of the same order in subsequent financial years, except for the performance fee as set forth below. The foregoing, however, is no guarantee that these costs will not be (substantially) higher in the financial year running from 1 July 2015 to 30 June 2016, or subsequent financial years running from 1 July to 30 June, as not all these costs can be influenced by the Fund, the Manager, the Title Holder and the Depositary and, where they can influence these costs, they can make decisions in the interest of the Unitholders that may result in higher costs. The costs actually incurred in a financial year will be justified in the annual and semi-annual accounts of the Fund. All mentioned costs are inclusive of any applicable VAT.

Fees payable to the Manager

The Manager is entitled to a fee calculated at a rate of 0.20% per annum on the weekly Net Asset Value up to a Net Asset Value of EUR 45,500,000. In the event of a Net Asset Value over EUR 45,500,000 the fee is calculated at a rate of 0.12% per annum on the part of the weekly Net Asset Value which exceeds EUR 45,500,000. The minimum fee is EUR 54,500 per annum.

In the financial year running from 1 September 2014 to 30 June 2015, the Manager's fees were EUR 109,975.

The Manager's fees will be charged to the Fund's assets.

Fees payable to and costs of the Depositary

The Depositary is entitled to a fee not exceeding 0.05% of Net Asset Value per annum. These fees will be subject to value added tax ('VAT') and payable monthly in arrears and accrued weekly.

In the financial year running from 1 September 2014 to 30 June 2015, the costs (including fees) of the Depositary were EUR 41,477.

The Depositary's costs will be charged to the Fund's assets.

Fees payable to and costs of the Title Holder

The Title Holder is entitled to a fee of EUR 15,000 per annum and a fee calculated at a rate based upon a sliding scale not exceeding 0.05% of Net Asset Value per annum. These fees will be subject to value added tax ('VAT') and payable monthly in arrears and accrued weekly.

In the financial year running from 1 September 2014 to 30 June 2015, the costs (including fees) of the Title Holder were EUR 27,368.

The Title Holder's costs will be charged to the Fund's assets.

Advisory and performance fees

The following are payable:

- (a) an advisory fee equal to 3.00% per annum calculated at the rate of 1/52 of 3.00% on the Net Asset Value attributable to the Tranche A and B Units as determined on each Valuation Day;
- (b) an advisory fee equal to 2.00% per annum calculated at the rate of 1/52 of 2.00% on the Net Asset Value attributable to Tranche C Units as determined on each Valuation Day;
- (c) an advisory fee equal to 1.00% per annum calculated at the rate of 1/52 of 1.00% on the Net Asset Value attributable to Tranche D Units as determined on each Valuation Day; and
- (d) a performance fee, equal to 20.00% of the net appreciation (after deduction of the relevant advisory fee) of the Net Asset Value per Unit of the relevant Tranche on the corresponding Valuation Day, being higher than the previous maximum Net Asset Value per Unit of the relevant Tranche, multiplied by the number of Units in issue of the relevant Tranche on the Valuation Day with reference to which the performance fee is calculated.

Such performance fee may be charged prior to the deduction of certain fees and expenses.

In the financial year running from 1 September 2014 to 30 June 2015, the total advisory fee was EUR 3,302,441 and the total performance fee was EUR 7,715,765.

These fees will be charged to the Fund's assets.

Fees payable to and costs of the Services Manager

The Services Manager is entitled to a fee calculated at a rate based upon a sliding scale not exceeding 0.10% per annum on the Net Asset Value. The minimum fee is EUR 6,250 per month, payable monthly in arrears and accrued weekly. These fees will be subject to VAT.

In addition, the Fund will pay to the Services Manager a fee of 0.23% per annum of the Net Asset Value. These fees are calculated weekly and payable at the end of each month, plus costs and out-of-pocket expenses. The Services Manager will pay a portion of such fee to the Valuation Service Provider and the Unitholder Services Provider and Registrar. Costs and out-of-pocket expenses will also include fiduciary fees (i.e. fees payable to the Swiss Paying Agent, such as transfer charges,

commissions, etc.), the costs of printing and distributing regular surveys and semi-annual and annual accounts and all other costs which can in good faith be passed on, insofar as these costs relate to the Fund.

In the financial year running from 1 September 2014 to 30 June 2015, fees payable to the Services Manager were EUR 501,692.

The Services Manager's costs will be charged to the Fund's assets.

Disbursements for the Services Manager are invoiced separately and, together with all fees, payable monthly.

The Services Manager is solely responsible for the payment of fees to the Unitholder Services Provider and Registrar and the Valuation Service Provider and the Fund will have no liability for such fees.

Fees payable under the FATCA Services Agreement

Citco Fund Services (Cayman Islands) Limited shall be entitled to receive a fee of USD 50,000 for the FATCA related services it performs with respect to the Fund which will be charged to the Fund's assets.

Fees payable to and costs of Prime Brokers

Each Prime Broker shall be entitled to receive fees for its respective services at normal commercial rates which shall not exceed, in respect of each of Prime Broker, 1.00% per annum of the value of any securities loaned to the Fund, in addition to interest charges on any financing provided by the Prime Brokers to the Fund.

The Prime Brokers' costs will be charged to the Fund's assets.

Fees payable to and costs of the Broker and transaction costs

The Fund bears all costs of trading transactions and interest on Financing Arrangements.

Brokerage will be charged at institutional rates, which cover, *inter alia*, the clearing exchange's and other third parties' costs plus an amount calculated weekly and payable monthly equal to 1/52 of 1.00% of the Net Asset Value at each Valuation Day.

In the financial year running from 1 September 2014 to 30 June 2015, direct costs payable to the Broker were EUR 335,375 and brokerage commission payable to the Introducing Broker was EUR 1,236,158. The total Broker and transaction costs were EUR 1,571,533.

The Broker's and transaction costs will be charged to the Fund's assets.

Costs of the Fund

Costs relating to the Fund will be charged to the Fund's assets.

The costs of the Fund include the following costs for the financial year running from 1 September 2014 to 30 June 2015:

- (e) the costs of the Auditor were EUR 25,444;
- (f) the costs of supervision pursuant to the FMSA;
- (g) the costs of external legal and tax advisers were EUR 539,873;
- (h) the costs of publications, convocations and announcements;
- (i) the costs of the meetings of Unitholders; and
- (j) the costs of marketing were EUR 0.

Other fees and expenses

To the extent to which the Depositary and/or Manager delegate(s) contractual obligations to third parties, either wholly or in part, the costs thereof (except for out-of-pocket expenses) are borne by the Depositary or the Manager, as the case may be, and must be paid out of the fee which the Depositary or Manager receives from the Fund. This does not apply to the fees of the Services Manager.

As part of an Application for Tranche B Units, a surcharge may be charged by the Manager to be on-paid to the intermediaries through whom the Unitholder invested in the Fund. This surcharge may amount to 3.00% of the Subscription Price of the Tranche B Units. The Manager may change the quantum of the sales fee from time to time at its discretion. The surcharge may therefore be waived by the Manager, in whole or in part, either generally or in respect of individual Applicants, depending on the actual fees charged by the intermediaries that are actually involved with an Applicant's Application. This surcharge does not apply to Tranche C Units and Tranche D Units.

The costs involved with setting up the Fund have already been amortised.

Total of fees and costs

The total amount of the costs set forth above is EUR 14,096,962.

Costs regarding issuance and redemptions of Units

Please see the sections entitled 'Offer' and 'Fee for early redemption of Tranche A Units' of this Prospectus.

Total expense ratio and performance

The total expense ratios (including performance fee) of the Fund over the last five years as well as information on the realized returns of the Fund and comparative overviews of the development of the Fund's assets and revenues and charges over the last three years are included in the key investor information documents that have been prepared for the Fund and/or are part of the annual accounts of the Fund and of the accompanying Auditors' statements and the most recent semi-annual figures. These documents, as updated from time to time, will be publicly available and upon request obtainable at the office address of the Fund and the Manager and will be published on the website of the Manager.

Investments in underlying funds

The Manager, may purchase participation rights in target funds, which (a) the Manager or the Trading Adviser manages itself either directly or indirectly or (b) are managed by a company with which the Manager or the Trading Adviser is related by virtue of (i) common management, (ii) control, or (iii) a direct or indirect interest of more than 10.00% of the capital or the votes.

If the Manager purchases such participation rights in a target fund, no issue or redemption fee and only a reduced management fee of maximal 0.25% per annum will be levied with regard to such a fund.

Target funds (whether affiliated or not) in which the Manager may purchase participation rights may be established in various jurisdictions including Bermuda.

Names and addresses

Auditors

Ernst & Young Accountants LLP
Wassenaarseweg 80
2596 CZ Den Haag
The Netherlands

Depository

The Bank of New York Mellon SA/NV
acting through its Amsterdam branch
WTC Building, Strawinskylaan 337
1077 XX Amsterdam
The Netherlands

Fiscal adviser, the Netherlands

Houthoff Buruma
Gustav Mahlerplein 50
PO Box 75505
1070 AM Amsterdam
The Netherlands

Introducing Broker

Man Investments AG
Huobstrasse 3
8808 Pfäffikon SZ
Switzerland

Legal adviser, The Netherlands

Houthoff Buruma
Gustav Mahlerplein 50
PO Box 75505
1070 AM Amsterdam
The Netherlands

Manager and AIFM

Man Fund Management Netherlands B.V.
Beurs-World Trade Center,

Beursplein 37,
3011 AA Rotterdam
The Netherlands

Man AHL Diversified Markets EU

Office, mailing and visiting address:
Man Fund Management Netherlands B.V.
Beurs-World Trade Center,
Beursplein 37,
3011 AA Rotterdam
The Netherlands

Man Investments Nederland B.V.

Beurs-World Trade Center,
Beursplein 37,
3011 AA Rotterdam
The Netherlands

Marketing Adviser

Man Investments AG
Huobstrasse 3
8808 Pfäffikon SZ
Switzerland

Prime Brokers

Credit Suisse Securities (Europe) Limited
One Cabot Square
Canary Wharf
London E14 4QJ
United Kingdom

Morgan Stanley & Co. International Plc

25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

Services Manager

Man Investments AG
Huobstrasse 3
8808 Pfäffikon SZ
Switzerland

Stichting Autoriteit Financiële Markten

Sector beleggingsinstellingen
PO Box 11723
1001 GS Amsterdam
The Netherlands

Swiss Paying Agent

RBC Investor Services Bank S.A. Esch-sur-Alzette, Zurich Branch
Badenerstrasse 576, P.O. Box 101
CH-8066 Zurich
Switzerland

Swiss Representative

Man Investments AG
Huobstrasse 3
8808 Pfäffikon SZ
Switzerland

Title Holder

Citco Bewaarder B.V.
Telestone 8 – Teleport
Naritaweg 165
1043 BW Amsterdam
The Netherlands

Trading Adviser

AHL Partners LLP
Riverbank House, 2 Swan Lane
London EC4R 3AD
United Kingdom

Unitholder Services Provider and Registrar

Citco Fund Services (Cayman Islands) Limited
89 Nexus Way, Camana Bay,
PO Box 31106,
Grand Cayman KY1-1205
Cayman Islands

Valuation Service Provider

Citco Fund Services (Cayman Islands) Limited
89 Nexus Way, Camana Bay,
PO Box 31106,
Grand Cayman KY1-1205
Cayman Islands

Man AHL Diversified Markets EU

Introduction

The Fund is a fiscally transparent open-ended investment fund (*beleggingsfonds*). Units are available for subscription in accordance with the General Terms and Conditions and in accordance with this Prospectus and related documents. With effect from 19 December 2014, the Tranche A Units are no longer, available for subscription.

All Units will be registered in the register of Unitholders kept by the Unitholder Services Provider and Registrar. Applicants may only subscribe for Units by using the Application Form. Units are issued only as registered Units (i.e. no certificates are issued) but the Title Holder will draw up a written execution document with respect to each allocation of Units, and evidence of ownership of Units will be provided by inclusion in the register of Unitholders. That will have the advantage that Unitholders will avoid the inconvenience of lost or damaged certificates. Further, the Fund has been set up in such a way so as not to be subject to Dutch corporation tax.

Investment objective and strategy

The Fund seeks to achieve medium-term growth of capital.

The Manager will initially seek to achieve the Fund's investment objective in respect of the Units by allocating funds raised from the issue of Units directly or indirectly to the AHL Diversified Programme.

Investment strategy

The constituent allocations of the AHL Diversified Programme are not exhaustive and in seeking to fulfil the investment objective, the Trading Adviser thereto instructed by the Manager may allocate funds to new investment programmes or investment styles that fall into categories other than as outlined herein. The composition and description of the AHL Diversified Programme may also change over time. The Trading Adviser may also further delegate the construction and management of individual style portfolios or other investment strategies to associated and external managers.

Investment and borrowing restrictions

The Fund observes the principle of diversification of risk in all its trading activities with derivatives. The following investment and borrowing restrictions apply.

1. The Manager may not invest more than the higher of EUR 5 million or 10.00% of its Net Asset Value in securities issued by the same institution. This limit may be increased to 30.00% for securities issued by or funds maintained with or guaranteed by (a) a credit institution of the European Union ('EU'); (b) a bank authorised in a member state of the European Free Trade Association ('EFTA'); or (c) a bank authorised by a signatory state of the Basle Capital

Convergence Agreement of July 1988 which is not a member state of the EU or EFTA. However, the Manager may invest up to 35% of its assets in different transferable securities issued or guaranteed by a country. For European Economic Area ('EEA') and Organisation for Economic Co-operation and Development ('OECD') member states, the 35% limit above may be raised to 100% provided that the Manager invests in at least any six different issues and not more than 30% is invested in the same issue of EEA or OECD member states.

2. At no time may the obligations of any individual third party owed to the Title Holder (other than the Broker) exceed in value 15.00% of the Net Asset Value (excluding (i) segregated customer monies held by the Title Holder, which it may appoint, in which case such limit would apply to the party actually holding such segregated customer monies and (ii) obligations owed to the Title Holder pursuant to (a) repurchase transaction(s) or any other cash management transaction(s)).
3. No more than 19.99% of the Net Asset Value may be invested in securities of companies, other than banks, with shareholder funds of less than EUR 1,250 million or an equivalent amount in foreign currency.
4. The Fund's assets must include liquid assets which have a total minimum value, at all times, except in extraordinary circumstances, at least equal to the amount of the sum of margins deposited and all premiums paid, in respect of transactions which have not been closed out (the Manager must inform the Depositary and the Title Holder immediately if it becomes aware that such exceptional circumstances have arisen).
5. No open position (short or long) may be held in any one Investment for which the margin or premium requirement represents 5.00% or more of the Net Asset Value.
6. No open position (short or long) may be held in Investments concerning a single commodity or single financial instrument for which the margin requirement represents 10.00% or more of the Net Asset Value.
7. The percentage restrictions set out above do not apply in cases where, owing to appreciations or depreciations in value of the Fund's holding of such contract and/or variation in exchange rates, the limit would thereby be breached. These limits, however, are taken into account when considering changes or additions to Investments. The Manager may take short as well as long positions with regard to Investments.
8. Overall exposure of the Fund may not exceed six times the Net Asset Value. Overall exposure in this context means the net exposure under all contracts and positions held in the name of the Title Holder at the relevant point in time, allowing for delta-adjusted exposure for derivatives, and bond equivalent exposure for interest rate derivatives, where applicable. For the avoidance of doubt, raised loans according to paragraph 9 hereunder are included in the calculation of the limitation of the overall exposure of the Fund.
9. The Manager may not undertake Financing Arrangements save (a) for borrowings to fund redemption payments for redeeming Unitholders; or (b) for short-term funding of new Investments,

- in each case pending redemption by the Fund of the proceeds of sale or redemption of other Investments which may be secured on the assets of the Fund. The aggregate borrowing capacity of the Fund shall be limited to 10.00% of the Net Asset Value. Additionally, the Broker (or one of its affiliated companies) may lend monies to the Fund to finance margins (both initial and variation).
10. No more than 30.00% of the Net Asset Value at any time except in extraordinary circumstances may be held by the Brokers and used for initial margin purposes. The Trading Adviser shall notify the Manager and the Title Holder immediately if such circumstances occur.

For as long as the Units are also offered in and out of Switzerland, the following four additional restrictions shall apply:

1. The Manager will not make Investments in immovable property, and/or comparable rights.
2. The Manager will not make Investments in shares of companies (including real estate investment trusts), which, according to their articles of association or their memorandum/prospectus, invests exclusively in immovable property (e.g. real estate corporations).
3. The Manager will limit Investments of a private equity nature i.e. Investments in shares of companies which are not listed on a stock exchange or included in an organised market to 30.00% of the Net Asset Value.
4. The Manager will ensure that any Investments in physical commodities (except for precious metal) i.e. derivatives, is closed out before having to take physical delivery.

The Trading Adviser will monitor the compliance with the investment restrictions set out above. If the Trading Adviser becomes aware of any breach of these limits, appropriate action and notification to the Manager and the Depositary will be taken to bring the Fund within these limits as soon as practicable and in any event within six months after having become aware of the breach.

Financing Arrangements

The Manager may establish Financing Arrangements. The Financing Arrangements may be utilised by the Manager to meet, *inter alia*, short-term liquidity needs. In addition to the provision of the Financing Arrangements by independent third parties, the Financing Arrangements may be provided (in whole or part) by one or more entities within the Man Group.

Any Financing under the Financing Arrangements is likely to bear interest at an agreed cost of funding rate (which may include, but is not limited to, LIBOR) plus a spread (the '**Spread**'). The Spread will be dependent on prevailing market conditions and is therefore likely to be subject to change. It is expected to be currently between 2.00% and 4.00% and shall be calculated on the principal amount of the Financing outstanding under the Financing Arrangements. Further fees relating to the Financing

Arrangements such as arrangement, commitment, minimum utilisation and renewal fees may also be payable.

Maximum level of leverage

For the purposes of the Directive, leverage is calculated through two methods: (i) the gross method; and (ii) the commitment method. These are set out below.

Gross method

The gross method of calculation aggregates the gross notional values of all financial derivative contracts. This method may give rise to exceptionally high leverage when short-term interest rate strategies are employed, and these notional values do not typically reflect the actual market risks associated with these positions. Attention should also be drawn to the fact that one derivative contract may partially or perfectly offset the market risk of another derivative contract. Although the disclosure of the gross notional value of derivatives is a requirement under the Directive, this measure does not allow for the netting or offsetting just described, therefore it does not necessarily represent the market risk incurred through the use of derivatives. The level of leverage to be incurred through the use of financial derivative instruments is not expected to exceed 35,000% of the Net Asset Value using the sum of gross notional methodology.

Commitment method

The commitment method of calculation allows for some netting of interest rates exposure. The level of leverage under the commitment approach is not expected to exceed 4,300% of the Net Asset Value.

General

In normal circumstances the Fund's portfolio's leverage is expected to be considerably less than the 35,000% maximum outlined above. However, leverage within the Fund's portfolio will increase and may approach the maximum leverage in circumstances where short term interest rate derivatives are employed to express an investment theme within the Fund's portfolio. For example, the Fund's portfolio may invest in short-term interest rate securities. However, this shorter duration also means that such investments are likely to be less volatile. This lower volatility means that it may be necessary to enter into short-term interest rate derivatives with large gross notional values in order to generate a meaningful contribution to the risk and return of the Fund's portfolio.

The risk within the Fund's portfolio is monitored daily and positions are amended in accordance with these limits and the Directive. For the reasons outlined above, the extent to which the Fund's portfolio

engages in the use of short-term interest rate strategies will have a significant bearing on the leverage figure calculated using the sum of the notionals methodology.

Restricted stocks

In recognition of the fact that certain investors may be prevented or constrained from having direct or indirect exposure to certain stocks ('Restricted Stocks') by virtue of law, statute, rule, regulation or policy, the policy of the Trading Adviser in such instances is to consider submissions from Unitholders which request exclusions of Restricted Stocks in relation to the investments of the Fund (whether direct investments of the Fund using the AHL Diversified Programme or indirect investments by investing in open ended investment funds giving the Fund exposure to part of the AHL Diversified Programme).

The Trading Adviser, or any investment manager of an underlying investment fund in which the Fund invests, is under no obligation to act on such submissions and will only exclude such Restricted Stocks from the Fund (or underlying investment fund, if applicable) in circumstances where it is considered, in its absolute discretion, that such exclusion would enable the Trading Adviser (or any investment manager of an underlying investment fund) to continue to discharge its duties and obligations as trading adviser or investment manager and that such exclusion will make no material effect to the performance and operation of the Fund (or the underlying investment fund is applicable). The Trading Adviser may, at its absolute discretion, determine not to act on any request to exclude such Restricted Stocks.

The Fund and any underlying funds in which it may invest have, respectively, limited capacity to agree to any requests for stock exclusions. Certain underlying funds in which the Fund may invest shall only consider requests from investors meeting a certain threshold of investment. Further, those investors in certain underlying funds in which the Fund invests who make a request at a later date to earlier investors bear an increased risk of rejection in order to guard against inadvertent strategy drift and a cumulative and material reduction in the number of investable assets. A list of the stocks that have been excluded by the Fund or by underlying funds in which the Fund may invest, is available on request.

Affiliated parties; conflicts of interest

Each of the Trading Adviser and the other members and/or affiliates of the Man Group from time to time and their respective officers, employees and affiliates may undertake financial, investment or professional activities which give rise to conflicts of interests with the Fund ('Man Conflicts'). Where there is a material risk of damage to the Fund arising from any Man Conflict, this conflict will be managed to prevent the conflict from adversely affecting the interests of the Fund. Where it cannot be managed it will be disclosed to the Manager. In many cases, seeking the approval from the Manager

of arrangements with Man Group entities will be the primary mechanism of managing potential Man Conflicts. Examples of Man Conflicts include the following:

1. the Trading Adviser and other members of the Man Group may act as trading adviser or investment manager to other collective investment schemes;
2. the Broker may, from time to time, lend money to the Manager as temporary supplements to trading capital for the purpose of, inter alia, funding redemptions; and
3. the Broker may also lend monies to the Fund in foreign currencies, to finance non-EUR margins (both initial and variation) in order to avoid the Manager having to purchase (or sell) the relevant currencies which would create a currency risk.

The Broker and the Trading Adviser are required to follow the rules and regulations of the FCA, which include specific requirements as to equitable allocation of orders between customers.

All transactions with affiliated parties occur under normal commercial terms. An independent valuation of the transactions could be requested by any of the parties involved with these transactions.

In addition, due to the widespread operations undertaken by the Manager, the Depositary, the Title Holder, the Unitholder Services Provider and Registrar, the Valuation Service Provider, the Trading Adviser, the Prime Brokers and their respective holding companies (if any), subsidiaries and affiliates (each an 'interested party') conflicts of interest may arise. An interested party may acquire, hold and dispose of Investments, notwithstanding that such Investments have been acquired or disposed of by the Title Holder by virtue of a transaction effected by the Manager in which the interested party was concerned, provided that the acquisition by an interested party of such Investments is effected on normal commercial terms negotiated on an arm's length basis and the Investments held by the Title Holder are acquired under the best terms reasonably obtainable having regard to the interests of the Fund and the Unitholders.

An interested party may deal with the Manager, provided that any such dealings are in the best interest of the Unitholders and are carried out as if effected on normal commercial terms negotiated on an arm's length basis.

The Trading Adviser has a policy in place to prevent market abuse.

The Services Manager and other members of the Man Group have selected and appointed the Unitholder Services Provider and Registrar and Valuation Service Provider to provide similar services to a number of other funds, investment companies and other clients of the Services Manager or other members of the Man Group. The fees payable by the Services Manager or other members of the Man Group to the relevant service providers in respect of the services provided to the Fund may not directly

correlate to the fees paid to the Services Manager by the Manager and the Title Holder in respect of the Fund. Further, the Services Manager or another member of the Man Group may, pursuant to their appointment as a services manager to another fund, investment company or other client, in relation to processing claims by that other client, act as a claims manager for that other client in connection with claims against the relevant service providers appointed by the Fund. Neither the Services Manager nor any other member of the Man Group shall be restricted from acting in a manner that is, or may be, contrary to the interests of the Fund in processing claims. The Services Manager or other member of the Man Group shall also not be required to inform the Manager in respect of the Fund of the actions that it has taken when acting as services manager for another fund, investment company or client.

AHL's investment philosophy

AHL is one of the world's leading quantitative managed futures managers. It is an investment division of the Man Group and operates through various legal vehicles including AHL Partners LLP. AHL provides investors with highly liquid and efficient trading strategies which offer low correlation to more traditional investment disciplines. The business was established in 1987 as a division of Man Investments Limited and has developed a long and successful track record, offering strong returns with a low correlation to other asset classes. As of February 2013, AHL merged with Man Systematic Strategies ('MSS'), another investment division of the Man Group, which brought increased breadth and depth of quantitative research capability. With primary offices in London, UK, AHL maintains a trading office in Hong Kong and research offices in Oxford, UK and Pfäffikon, Switzerland. As at 30 June 2015, AHL/MSS managed approximately USD 15.8 billion in assets.

AHL is able to draw on the substantial business and corporate infrastructure, information technology, administration, logistics, compliance and legal functions, and client servicing offered by the Man Group through a worldwide network of offices and staff.

AHL Diversified Programme

AHL manages the AHL Diversified Programme which employs sophisticated computerised processes primarily to identify trends and other opportunities in markets around the world. Trading signals are generated and executed via a finely tuned trading and implementation infrastructure. This process is quantitative and primarily directional in nature, meaning that investment decisions are entirely driven by mathematical models based on market trends and other historical relationships. It is underpinned by rigorous risk control, ongoing research, diversification and the constant quest for efficiency.

The cornerstone of the investment philosophy is that financial markets exhibit persistent trends and other inefficiencies. Trends are a manifestation of serial correlation in financial markets – the phenomenon whereby past price movements influence future price behaviour. Although they vary in their intensity, duration and frequency, price trends are universally recurrent across all sectors and

markets. Trends are an attractive focus for active trading styles applied across a diverse range of global markets.

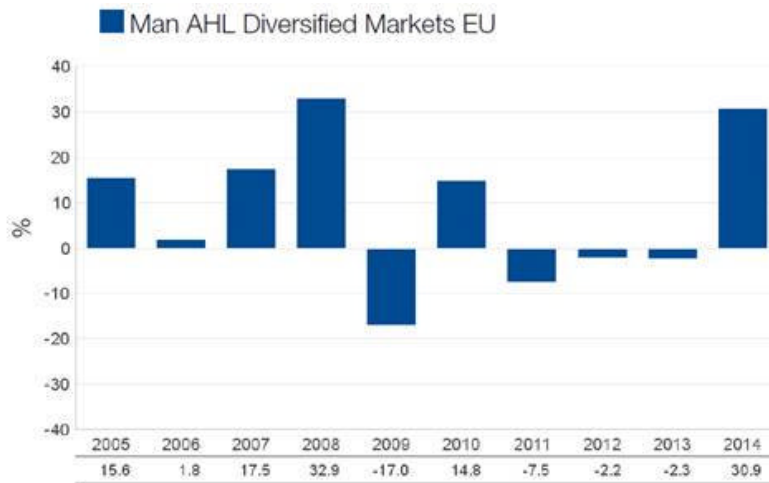
Trading takes place around-the-clock and real-time price information is used to respond to price moves across a diverse range of global markets. The AHL Diversified Programme invests in a diversified portfolio of instruments including, but not limited to, futures, options, repurchase contracts, and forward contracts, CFDs, swaps and other financial derivatives both on and off exchange. These markets may be accessed directly or indirectly and include, without limitation, stocks, bonds, debt, currencies, short-term interest rates, energies, metals, credit and agriculturals.

As well as emphasising sector and market diversification, the AHL Diversified Programme has been constructed to achieve diversification by allocating to multiple trading systems. Most of these systems work by sampling prices in real time and measuring price momentum and breakouts, aiming to capture price trends and close out positions when there is a high probability of a different trend developing. Signals are generated across different time frames, ranging from a few days to several months. In aggregate, the systems currently run around 2,000 price samples each day spread across the 350 or so markets traded. The AHL Diversified Programme also includes other technical systems, as well as quantitative models based on a variety of fundamental inputs, such as interest rate data and equity valuation data.

In line with the principle of diversification, the approach to portfolio construction and asset allocation is premised on the importance of deploying investment capital across the full range of sectors and markets.

Particular attention is paid to correlation of markets and sectors, expected returns, market access costs and market liquidity. Portfolios are regularly reviewed and, when necessary, adjusted to reflect changes in these factors. A systematic process for adjusting market risk exposure in real time to reflect changes in the volatility of individual markets is also in place. Through AHL's ongoing investment in research and technology, the number and diversity of markets and strategies traded directly or indirectly by the AHL Diversified Programme may change over the life of the investment, but always subject to the restrictions set out in this Prospectus. It should also be noted that the AHL Diversified Programme traded by the Fund may differ from the AHL Diversified Programme traded by other investment products managed by entities within the Man Group.

Historical performance of the Fund



The past performance chart shows the annual performance, calculated in EUR for each full calendar year since the launch of the Fund. The returns in this table include all fees and expenses other than one-off charges and show percentage year-on-year changes in the value of the Fund. Past returns are not a reliable indicator or guide of future returns.

Risk management

Risk management is an essential component of the Trading Adviser's investment management process. The Trading Adviser has put in place a risk management framework which is designed to identify, monitor and mitigate the portfolio, operational and outsourcing risks relevant to its processes. AHL's risk management framework is part of, and is supported by, the overarching risk management framework of Man Group.

Key principles of AHL's risk management framework include the segregation of functions and duties where material conflicts of interest may arise and having an appropriate degree of independent and senior management oversight of business activities. As part of this independent oversight, AHL's activities are subject to regular review by Man Group's internal audit function.

Risk management consists primarily of monitoring risk measures and ensuring the systems remain within prescribed limits. The major risk monitoring measures and focus areas include value-at-risk, stress testing, implied volatility, leverage, margin-to-equity ratios and net exposures to sectors and different currencies.

Remuneration Policies and Practices

The Manager is subject to remuneration policies, procedures and practices that comply with Article 13 paragraph 1 and Annex II of the Directive (together, the 'Remuneration Policy'). The Remuneration

Policy is consistent with and promotes sound and effective risk management. It is designed not to encourage risk-taking which is inconsistent with the risk profile of the Fund. The Remuneration Policy is in line with the business strategy, objectives, values and interests of the Manager and the Fund and includes measures to avoid conflicts of interest. The Remuneration Policy applies to staff whose professional activities have a material impact on the risk profile of the Manager or the Fund and ensures that no individual will be involved in determining or approving their own remuneration. The Remuneration Policy will be reviewed annually.

Brokerage

The nature of futures brokerage arrangements differs substantively from securities brokerage in that significant exposure to the futures markets can be effected with minimal capital commitments. Derivative and currency contracts are entered into on a margin basis whereby the customer is required to deposit only a percentage of the relevant contract value with the Broker.

Based on such margin deposits, the Broker will enter into derivatives and currency contracts in the name of the Title Holder on a principal to principal basis. All monies paid by the Title Holder to the Broker(s) as margin deposits, together with any net realised and unrealised profits held by the Broker(s) for margin purposes, will be held in the Brokerage Account and the Fund's assets will be designated as those of the Fund by the Broker(s) for the purposes of the Brokerage Account. The assets in the Brokerage Account shall be subject to a lien in favour of the Broker(s) in respect of liabilities of the Fund due to the Broker(s) since such monies constitute the Broker(s)'s collateral in the event of trading losses. See also the section entitled 'Risk factors' of this Prospectus.

Use of dealing commission

The Trading Adviser utilises various brokers and dealers to execute securities transactions. Portfolio transactions for the Fund are allocated to brokers and dealers on the basis of best execution (in accordance with the rules of the FCA and SEC) based on a number of factors, including, among other things, commission rates (and other transactional charges), the broker's financial strength, ability to commit capital, stability and responsibility, reputation, reliability, overall past performance of services, research capability and coverage, responsiveness to the Trading Adviser as well as means of communication, quality of recommendations, deal calendar, ability to execute trades based on the characteristics of a particular trade, technology and trading systems, trading activity in a particular security, block trading and block positioning capabilities, nature and frequency of sales coverage, net price, depth of available services, arbitrage operations, bond capability and options operations, investment banking coverage, capacity of syndicate operations, the availability of stocks to borrow for short trades, willingness to execute related or unrelated difficult transactions, order of call, back office, settlement processing and special execution capabilities, efficiency and speed of execution, and error resolution. The Trading Adviser does not need to solicit competitive bids and does not have an

obligation to seek the lowest available commission cost. All such transactions will be undertaken in compliance with the rules of the FCA on inducements and the use of dealing commissions. Accordingly, dealing commissions will be used only for the provision of execution or research services.

In addition, the Trading Adviser may enter into "soft dollar" arrangements with one or more brokers in order to obtain brokerage and research products and services for the Fund. However, the Trading Adviser intends that any such "soft dollar" arrangements will fall within the Safe Harbor provided by Section 28(e) of the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"). Under Section 28(e) of the Exchange Act, if the Trading Adviser determines in good faith that the amount of commissions, spreads or mark-ups charged by a broker is reasonable in relation to the value of the brokerage, research products or services and related products and services provided by such broker, the Fund may pay commissions, spreads or mark-ups to such broker in amounts that are greater than another broker charges. The Trading Adviser may use such "soft dollars" generated by the Fund to service other investment funds for which the Trading Adviser serves as trading adviser.

Brokers sometimes suggest a level of business they would like to receive in return for the various products and services they provide. Actual brokerage business received by any broker may be less than the suggested allocation, but can (and often does) exceed the suggested level, because total brokerage is allocated on the basis of all of the considerations described above. A broker is not excluded from receiving business because it has not been identified as providing research services or products. Research products and services received from the Fund's brokers may be used by the Trading Adviser in servicing all of its accounts, and not all such research products and services need to be used in connection with the Fund. Nonetheless the Trading Adviser believes that such investment information provides the Fund with benefits by supplementing the research otherwise available to the Fund.

Distribution policy

The Fund is an accumulating fund and, therefore, does not intend to distribute dividends to Unitholders. The Fund's income and other profits will be accumulated and reinvested on behalf of Unitholders. Dividends, if paid on the Units, may be paid out of the net revenues of the Fund (being the income of the Fund less its expenses) and out of realised and unrealised capital gains on the disposal/valuation of Investments and other assets less realised and unrealised capital losses of the Fund. Each Unit of the same sort will give the Unitholder an equivalent entitlement to the Net Asset Value proportionate to the value contributed by the respective Tranche.

Fair treatment of Unitholders

The Manager will at all times seek the fair treatment of Unitholders. Unitholders should note, however, that fair treatment does not necessarily equate to equal or identical treatment and that the terms and conditions of any given Unitholder's investments in Units may differ to those of other Unitholder's.

The Prospectus shall describe any instance where a Unitholder may receive preferential treatment, if any, a description of that preferential treatment, the type of Unitholders who may obtain such preferential treatment and where relevant, their legal and economic links with the Fund or the Manager.

Such preferential treatment may include arrangements for the provision of additional information or reporting to a particular investor or to investors, including, by way of example where such information or reporting is required by the investor or investors for the purpose of complying with a specific regulatory or legal obligation.

Rights of Unitholders

In order to subscribe for Units, Unitholders must complete an Application Form in accordance with the section titled "Minimum Subscription, Applications and Settlements" below. By doing so, Unitholders agree to subscribe for Units and to be bound by the terms of this Prospectus and the General Terms and Conditions (the Application Form, Prospectus and General Terms and Conditions, together, the 'Subscription Documents'). The Subscription Documents are governed by Dutch law and the Dutch courts shall have such jurisdiction in relation to them as is determined in accordance with the Jurisdiction Regulation.

Risk factors

As investors could lose some or all of their investment, potential investors should carefully consider the information contained in this section, this Prospectus and the General Terms and Conditions attached as Annex A to this Prospectus before making any investment in the Fund. In particular, but without limitation, investors should carefully consider the risks associated with investing in the Fund, whether the Fund is a suitable investment for them and whether they have sufficient resources to be able to bear any losses which may result from an investment in the Fund.

Investors should consider the following factors in determining whether investing in the Fund is suitable for them. The following summary of the key risks involved in investing in and/or holding Units is not exhaustive and new risks may emerge over time. Investors should only invest in the Fund if they understand the terms on which the Units are offered and should, where appropriate, seek advice from relevant adviser(s) before making an investment.

General risks

Speculative investment

There can be no assurance that the Fund will achieve its investment objective. An investment in the Fund is not guaranteed or subject to principal or capital protection and investors could lose some or all of their investment. Both an investment in the Fund and the investments which the Fund proposes to make are speculative. Furthermore, the Fund's investments may be subject to sudden, unexpected and substantial price movements (which may be influenced by factors such as changes in interest rates, currency exchange rate and economic and political events which are beyond the control of, and not predictable by, the Manager). Unexpected and substantial price movements may lead to substantial fluctuations in the Net Asset Value within a short period of time. Accordingly, an investment in the Fund should be made only by those persons who could afford to sustain a loss in such an investment.

Regardless of the fact that the Manager intends to manage the Fund diligently in pursuit of the Fund's investment objective, no guarantee or representation can be made that the Fund's investment programme will be successful, that the various investment strategies and trading strategies utilised will have low correlation with each other or that the Fund's returns will exhibit low correlation with an investor's traditional investment portfolio. The Fund may utilise a variety of investment techniques,

each of which can involve substantial volatility and can, in certain circumstances, substantially increase the adverse impact to which the Fund's investment portfolio may be subject.

Investment in the Units

Each Applicant must decide the amount to invest in Units, taking into consideration the risk factors described in this section, this Prospectus and the General Terms and Conditions attached as Annex A to this Prospectus. It should be borne in mind that the risks involved in this type of investment are greater than those normally associated with other types of investment, as the Investments in which the Manager proposes to invest can be subject to sudden, unexpected and substantial price movements. Consequently, the trading of such Investments can lead to substantial losses as well as gains in the Net Asset Value per Unit within a short period of time. Accordingly, an investment should be made only by those persons who could sustain a loss in that investment.

An Applicant should only allocate a small percentage (5.00 – 10.00%) of its overall portfolio to an investment in the Fund. The difference at any one time between the price paid for a Unit and the price at which a Unit is redeemed means that investment in the Units should be viewed as a medium-term investment. The Manager specifically warns that the AHL Diversified Programme is designed and constructed as a medium-term investment.

Applicants will need to submit to the Unitholder Services Provider and Registrar the Application Form by no later than 23:00 (Dutch time) four Business Days prior to the Dealing Day on which the subscription is required to be made. Applicants will, therefore, not know in advance of submitting the Application Form the Subscription Price for the Units for which they are subscribing. In the period between Valuation Days the underlying Net Asset Value per Unit may change substantially due to market movements and, therefore, the Subscription Price which will be payable by the Applicant on any Dealing Day may vary significantly from the Subscription Price on any preceding Dealing Day. Applicants are not entitled to withdraw an Application Form unless the Manager otherwise determines.

Unitholders will need to submit to the Unitholder Services Provider and Registrar a Redemption Form by 23:00 pm (Dutch time) three Business Days prior to the relevant Dealing Day on which the redemption is required to be made. There is currently no secondary market for the Units. Unitholders will, therefore, not know in advance of giving the Redemption Form the redemption price. In the period between Valuation Days the underlying Net Asset Value per Unit may change substantially due to market movements and, therefore, the redemption price may vary significantly from the redemption

price on any preceding Dealing Day. Unitholders are not entitled to withdraw a request for redemption unless the Manager otherwise determines or unless a suspension of dealings and/or calculations has been declared on the terms set out in this Prospectus.

The Net Asset Value per Unit is not guaranteed and may go down as well as up. Unitholders redeeming Units may not realise the amount originally invested.

Performance history

There can be no assurance that information on the Manager or the investment strategies set out in this Prospectus or elsewhere, including information on past performance, will be indicative of how the Fund will perform (either in terms of profitability or low correlation with other investments) in the future.

Dependence on the Manager

The success of the Fund is significantly dependent upon the ability of the Manager to develop and implement effectively the Fund's investment objective. Except as otherwise discussed herein, investors will be relying entirely on the Manager to conduct and manage the affairs of the Fund. Subjective decisions made by the Manager may cause the Fund to incur losses or to miss profit opportunities on which it could otherwise have capitalised.

The performance of the Fund is largely dependent on the talents and efforts of the personnel of AHL. The success of the Fund depends on AHL's ability to identify and willingness to provide acceptable compensation to attract, retain and motivate talented investment professionals and other personnel. There can be no assurance that AHL's investment professionals will continue to be associated with AHL throughout the life of the Fund and there is no guarantee that the talents of AHL's investment professionals could be replaced. The failure to attract or retain such investment professionals could have a material adverse effect on the Fund and its Unitholders.

The Trading Adviser maintains global information technology systems, consisting of infrastructure, applications and communications networks to support the Fund's as well as its own business activities. These systems could be subject to security breaches such as 'cyber-crime' resulting in theft, a disruption in the Trading Adviser's ability to close out positions and the disclosure or corruption of sensitive and confidential information. Security breaches may also result in misappropriation of assets and could create significant financial and/or legal exposure for the Fund. The Trading Adviser seeks to mitigate attacks on its own systems and those of the Fund's but will not be able to control directly the risks to third-party systems to which it may connect. Any breach in security of the Trading Adviser's

systems could disrupt the Fund's and the Trading Adviser's business and may cause the Fund to suffer, among other things, financial loss, the disruption of its business, liability to third parties, regulatory intervention or reputational damage.

Operational risk

The Fund depends on the Manager and the Fund's other service providers to develop appropriate systems and procedures to control operational risk. These systems and procedures may not account for every actual or potential disruption of the Fund's operations. The Fund's business is dynamic and complex. As a result, certain operational risks are intrinsic to the Fund's operations, especially given the volume, diversity and complexity of transactions that the Manager is expected to undertake daily on behalf of its clients. Disruptions in the operations of the Manager and/or the Fund's other service providers may cause the Fund to suffer, among other things, financial loss, the disruption of its businesses, liability to third parties, regulatory intervention or reputational damage.

Trading system risks

The Fund depends on the Manager and its other service providers to develop and implement appropriate systems for the Fund's trading activities. Further, the Fund relies extensively on computer programmes and systems (and may rely on new systems and technology in the future) for various purposes including, without limitation, to trade, clear and settle transactions, to evaluate certain financial instruments, to monitor its portfolio and net capital, and to generate risk management and other reports that are critical to oversight of the Fund's activities. Certain of the Fund's and the Manager's operations interface will be dependent upon systems operated by third parties, including prime brokers, the Valuation Service Provider, market counterparties and their sub-custodians and other service providers, and the Manager may not be in a position to verify the risks or reliability of such third-party systems. These programmes or systems may be subject to certain limitations, including, but not limited to, those caused by computer "worms", viruses and power failures. The Fund's operations are highly dependent on each of these systems and the successful operation of such systems is often out of the Fund's and Manager's control. The failure of one or more systems or the inability of such systems to satisfy the Fund's new or growing businesses could have a material adverse effect on the Fund. For example, systems failures could cause settlement of trades to fail, lead to inaccurate accounting, recording or processing of trades, and cause inaccurate reports, which may affect the ability of the Fund to monitor its investment portfolio and risks. There is a risk that algorithmic trading systems may not be able to adequately react to a market event without serious

disruption. Further, trading algorithms may malfunction causing severe losses. While the Trading Adviser has a "kill switch" to allow for human intervention to respond to significant system malfunctions, it cannot be guaranteed that losses will not occur in such circumstances

Trade error risks

The complex trading programmes operated by the Trading Adviser and the speed and volume of transactions invariably result in occasional trades being executed which, with the benefit of hindsight, were not required by the trading programme or occasional trades not being executed when they should have been. To the extent an error is caused by a counterparty, such as a broker, the Trading Adviser generally attempts to recover any loss associated with such error from such counterparty. To the extent an error is caused by the Trading Adviser, a formalised process is in place for the resolution of such errors. Given the volume, diversity and complexity of transactions executed by the Trading Adviser in relation to the Fund, investors should assume that trading errors (and similar errors) will occur. If such errors result in gains to the Fund, such gains will be retained by the Fund. However, if such errors result in losses, they will be borne by the Trading Adviser in accordance with its internal policies unless otherwise determined and agreed by the Manager.

Settlement risk

It may be that a settlement through a payment system does not take place as expected because payment or delivery of financial instruments by a counterparty did not, or not in time, take place as expected.

Repurchase and Reverse Repurchase Agreements

The Manager may enter into repurchase and reverse repurchase agreements. When the Manager enters into a repurchase agreement, it "sells" securities to a broker-dealer or financial institution, and agrees to repurchase such securities on a mutually agreed date for the price paid by the broker-dealer or financial institution, plus interest at a negotiated rate. In a reverse repurchase transaction, the Manager "buys" securities issued from a broker-dealer or financial institution, subject to the obligation of the broker-dealer or financial institution to repurchase such securities at the price paid by the Manager, plus interest at a negotiated rate. The use of repurchase and reverse repurchase agreements by the Manager involves certain risks. For example, if the seller of securities to the Manager under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Manager will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or reorganisation under applicable bankruptcy or other laws, the Manager's ability to

dispose of the underlying securities may be restricted. It is possible, in a bankruptcy or liquidation scenario, that the Manager may not be able to substantiate its interest in the underlying securities.

Finally, if a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Fund may suffer a loss to the extent that the Manager is forced to liquidate its position in the market, and proceeds from the sale of the underlying securities are less than the repurchase price agreed to by the defaulting seller. Similar elements of risk arise in the event of the bankruptcy or insolvency of the buyer.

Borrowing for operations

The Manager may borrow money for cash management purposes and to meet redemptions that would otherwise result in the premature liquidation of its investments. The use of short-term borrowing creates several additional risks for the Fund. If the Fund is unable to service the debt, a secured lender could liquidate the Fund's position in some or all of the financial instruments that have been pledged as collateral and cause the Fund to incur significant losses. The occurrence of other material defaults and other financing agreements, may trigger cross-defaults under the Fund's agreements with other brokers, lenders, clearing firms or other counterparties, multiplying the materially adverse impact to the Fund. The amount of debt which the Fund may have outstanding at any time may be large in relation to its assets. Consequently, the level of interest rates generally, and the rates at which the Fund can borrow particularly will affect the operating results of the Fund.

Performance fees

Performance fees may create an incentive for the Trading Adviser, as well as the investment managers and/or advisers of the underlying vehicles through which the Fund directly or indirectly invests, to make investments which are riskier than would be the case in the absence of a fee based on performance.

Use of estimates for subscriptions and redemptions

The Net Asset Value may be based in part on estimated valuations which may prove to be inaccurate or valuations which contain significant discretionary factors.

Where subscription and/or redemption prices are based on estimated Net Asset Values, it should be noted that such prices may not be revised if such estimates prove to be inaccurate. In the case that any subscriptions or redemptions are effected at prices based wholly or partly on estimates then, to the extent that these estimates are too high, net new subscriptions at this price will provide a benefit to continuing investors, to the detriment of Applicants, and net new redemptions will cause continuing

investors to suffer a dilution in the value of their shares, to the benefit of redeemers. If these estimates are too low, net new subscriptions at this price will cause continuing investors to suffer a dilution in the value of their shares, to the benefit of Applicants and net new redemptions will provide a benefit to continuing investors, to the detriment of redeemers.

Effect of substantial redemptions

Several factors cause substantial redemptions to be a risk factor for Unitholders. The Fund will pursue a variety of investment strategies that will take time to develop and implement. Subject to the applicable investment objective and strategy, a portion of the Fund's portfolio may be comprised of financial instruments that are OTC and which may experience reduced liquidity. The Fund may not be able to dispose of such financial instruments readily. Substantial redemptions could be triggered by a number of events, including, for example, unsatisfactory performance, significant change in personnel or management of the Manager, removal or replacement of the Manager as the manager of the Fund, a decision by the Manager and/or the Unitholders to liquidate the Fund, legal or regulatory issues that investors perceive to have a bearing on the Fund or the Manager, or other factors. Actions taken to meet substantial redemption requests from the Fund could result in prices of financial instruments held by the Fund decreasing and in Fund expenses increasing (e.g., transaction costs and the costs of terminating agreements). The overall value of the Fund also may decrease because the liquidation value of certain assets may be materially less than their mark-to-market value. The Fund may be forced to sell its more liquid positions which may cause an imbalance in the portfolio that could adversely affect the remaining Unitholders. Substantial redemptions could also significantly restrict the Fund's ability to obtain financing or derivatives counterparties needed for its investment and trading strategies, which would have a further material adverse effect on the Fund's performance.

Service provider risk

The aggregate liability of Citco Fund Services (Cayman Islands) Limited, the members of its group, its delegates and its associates to the Services Manager, members of the Man Group and the funds, investment companies or other clients of the Services Manager or its group to which Citco Fund Services (Cayman Islands) Limited or its delegates provide services (including the Fund) is subject to a financial cap and, consequently, the Fund may be unable to recover losses incurred by it that would otherwise have been recoverable in the absence of such a financial cap.

Risk of high fees and transaction costs

The Fund will be subject to the payment of substantial fees which will negatively affect the Net Asset Value of the Units. Unless significant trading profits and interest income are earned by the Fund there may, after the payment of fees and expenses of the Fund, be little or no return to the Unitholders. See information within the section entitled 'Fees and costs' of this Prospectus. Such fees and transaction costs are to a substantial degree payable to the Man Group.

The performance of the Fund will be affected by charges related to the Investments. Although such costs have not had a material impact on the returns of the Fund in the past, the Manager, through the Trading Adviser, may be engaged in a high level of trading in respect of the Fund resulting in commensurably higher transaction costs. Typically, high portfolio turnover may result in correspondingly high transaction costs and the exact amount of brokerage and related transaction costs that will be incurred will depend upon a number of factors, including the nature and frequency of the market opportunities presented, the size of transactions and the transaction rates in effect from time to time. Such fees and transaction costs are to a substantial degree payable to the Man Group.

The fees and transaction costs payable by the Fund may be subject to renegotiation over the life of the Fund.

Risk of suspending redemption

The Manager has the ability to suspend temporarily the redemption of Units in the circumstances set out in the section entitled 'Suspension of valuation and suspension of redemption payment' of this Prospectus.

Title Holder risk

It may be that assets of the Fund are lost as a result of insolvency, negligence or fraudulent conduct of the Title Holder.

Inflation risk

The Investments do not aim to protect against inflation.

The Prime Brokers

As disclosed below under the section entitled 'Prime Brokers', the Title Holder's obligations to the Prime Brokers may be secured by transferring to the Prime Brokers all rights, title and interest in and to certain of the assets of the Fund. Such assets may be borrowed, lent or otherwise used by the Prime Brokers for their own purposes, whereupon such assets will become the property of the Prime

Brokers and the Title Holder will have a contractual right against the Prime Brokers for the return of equivalent assets. Any such assets are not required to be segregated and the Title Holder will rank as an unsecured creditor in relation thereto and, in the event of insolvency of any of the Prime Brokers, the Title Holder may not be able to recover such equivalent assets in full.

Cash held by each Prime Broker that has not been taken by the Prime Broker as collateral will generally be treated as client money and will be subject to the client money protections conferred by the FCA client money rules.

The Manager has been informed that the Association of Financial Markets in Europe and prime brokers have interpreted the Directive in such a way that prime brokers do not segregate assets received from alternative investment fund clients from assets received from non-alterative investment fund clients. Currently, when the Investments are transferred by or on behalf of the Manager to the Prime Brokers, the Prime Brokers do not segregate the Investments from other client assets, including non-alternative investment fund assets. There is a risk that the European Securities and Markets Authority or any other regulator, including but not limited to the AFM, may determine that prime brokers are incorrect in not segregating alternative investment fund clients assets from non-alternative investment fund client assets. If such a determination were to be made, the Depositary, or its agent, would require that the Investments held by the respective Prime Brokers be returned to the Depositary immediately, which may incur losses for the Fund. The Fund could also be exposed to the risk of loss should a Prime Broker default on its obligation to return the Investments, particularly as there may be practical or timing problems associated with enforcing the Fund's rights to its Investments in these circumstances. The Manager notes that it is the responsibility of the Depositary to hold Investments in accordance with the terms of the Directive. In the event that losses are realised because of the way in which Investments are held the Manager reserves the right to pursue the Depositary for any such losses in accordance with the liability standards set out in the Regulations and the Depositary Agreement. Where the Depositary has contractually discharged its liability for losses of financial instruments in accordance with Article 21 (13) of the Directive by transferring such liability to a third party to whom it has entrusted certain of the Investments in its safekeeping, the relevant contracts shall make it possible for the Manager, or the Depositary acting on behalf of the Manager, to make a claim against such third parties in respect of the loss of such financial instruments.

Risks relating to investments

General economic and market conditions

The success of the Fund's activities will be affected by general economic and market conditions, such as interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of the Fund's investments), trade barriers, currency exchange controls, and national and international political circumstances (including wars, terrorist acts or security operations). These factors may affect the level and volatility of financial instruments' prices and the liquidity of the Fund's investments. Volatility or illiquidity could impair the Fund's profitability or result in losses. The Fund may maintain substantial trading positions that can be adversely affected by the level of volatility in the financial markets — the larger the positions, the greater the potential for loss.

The economies of some countries may differ favourably or unfavourably from the US and Western European economies in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, certain economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

Model and data risk

The Manager relies heavily on quantitative models (both proprietary models developed by the Trading Adviser, and those supplied by third parties, collectively 'Models') and information and data both developed by the Trading Adviser and those supplied by third parties (collectively, 'Data') rather than granting trade-by-trade discretion to the Trading Adviser's investment professionals. Models and Data are used to construct sets of transactions and investments, to value investments or potential investments (including, without limitation, for trading purposes and for purposes of determining the Net Asset Value), to provide risk management insights and to assist in hedging the Investments. Models and Data are known to have errors, omissions, imperfections and malfunctions (collectively, 'System Events'). System Events in third-party Models are generally entirely outside of the control of the Manager.

The Trading Adviser seeks to reduce the incidence and impact of System Events through a certain degree of internal testing and real-time monitoring, and the use of independent safeguards in the

overall portfolio management system and often, with respect to proprietary models, in the software code itself. Despite such testing, monitoring and independent safeguards, System Events will result in, among other things, the execution of unanticipated trades, the failure to execute anticipated trades, delays to the execution of anticipated trades, the failure to properly allocate trades, the failure to properly gather and organize available data, the failure to take certain hedging or risk reducing actions and/or the taking of actions which increase certain risk(s)—all of which may have materially negative effects on the Fund and/or its returns.

The investment strategies of the Fund are highly reliant on the gathering, cleaning, culling and analysis of large amounts of Data. Accordingly, Models rely heavily on appropriate Data inputs. However, it is not possible or practicable to factor all relevant, available Data into forecasts and/or trading decisions of the Models. The Trading Adviser will use its discretion to determine what Data to gather with respect to each investment strategy and what subset of that Data the Models take into account to produce forecasts which may have an impact on ultimate trading decisions. In addition, due to the automated nature of Data gathering, the volume and depth of Data available, the complexity and often manual nature of Data cleaning, and the fact that the substantial majority of Data comes from third-party sources, it is inevitable that not all desired and/or relevant Data will be available to, or processed by, the Trading Adviser at all times. If incorrect Data is fed into even a well-founded Model, it may lead to a System Event subjecting the Fund to loss. Further, even if Data is put in correctly, "model prices" anticipated by the Data through the Models may differ substantially from market prices, especially for securities with complex characteristics, such as derivatives.

Where incorrect or incomplete Data is available, the Trading Adviser may, and often will, continue to generate forecasts and make trading decisions based on the Data available to it. Additionally, the Trading Adviser may determine that certain available Data, while potentially useful in generating forecasts and/or making trade decisions, is not cost effective to gather due to either the technology costs or third-party vendor costs and, in such cases, the Trading Adviser will not utilize such Data. Unitholders should be aware that there is no guarantee that any specific Data or type of Data will be utilized in generating forecasts or making trading decisions with respect to the Models, nor is there any guarantee that the Data actually utilized in generating forecasts or making trading decisions underlying the Models will be (i) the most accurate data available or (ii) free of errors. Unitholders should assume that the Data set used in connection with the Models is limited and should understand that the foregoing risks associated with gathering, cleaning, culling and analysis of large amounts of Data are an inherent part of investing with a process-driven, systematic adviser such as the Trading Adviser.

When Models and Data prove to be incorrect, misleading or incomplete, any decisions made in reliance thereon expose the Fund to potential risks. For example, by relying on Models and Data, the

Trading Adviser may be induced to buy certain investments at prices that are too high, to sell certain other investments at prices that are too low, or to miss favourable opportunities altogether. Similarly, any hedging based on faulty Models and Data may prove to be unsuccessful and when determining the Net Asset Value, any valuations of the Investments that are based on valuation Models may prove to be incorrect. In addition, Models may incorrectly forecast future behaviour, leading to potential losses on a cash flow and/or a mark-to-market basis. Furthermore, in unforeseen or certain low-probability scenarios (often involving a market disruption of some kind), Models may produce unexpected results which may or may not be System Events.

Errors in Models and Data are often extremely difficult to detect, and, in the case of proprietary models and third-party models, the difficulty of detecting System Events may be exacerbated by the lack of design documents or specifications. Regardless of how difficult their detection appears in retrospect, some System Events will go undetected for long periods of time and some will never be detected. The degradation or impact caused by these System Events can compound over time. Finally, the Trading Adviser will detect certain System Events that it chooses, in its sole discretion, not to address or fix, and the third party software will lead to System Events known to the Trading Adviser that it chooses, in its sole discretion, not to address or fix. The Manager believes that the testing and monitoring performed on the Trading Adviser's models and third party models will enable the Trading Adviser to identify and address those System Events that a prudent person managing a process-driven, systematic and computerized investment program would identify and address by correcting the underlying issue(s) giving rise to the System Events or limiting the use of proprietary and third party models, generally or in a particular application. Unitholders should assume that System Events and their ensuing risks and impact are an inherent part of investing with a process-driven, systematic adviser such as the Trading Adviser. Accordingly, the Manager does not expect the Trading Adviser to disclose discovered System Events to the Fund or to Unitholders.

The Fund will bear the risks associated with the reliance on Models and Data including that the Fund will bear all losses related to System Events unless otherwise determined by the Manager in accordance with its internal policies or as may be required by applicable law.

Obsolescence risk

The Fund is unlikely to be successful in its quantitative trading strategies unless the assumptions underlying the Models are realistic and either remain realistic and relevant in the future or are adjusted to account for changes in the overall market environment. If such assumptions are inaccurate or become inaccurate and are not promptly adjusted, it is likely that profitable trading signals will not be generated. If and to the extent that the Models do not reflect certain factors, and the Trading Adviser

does not successfully address such omission through its testing and evaluation and modify the Models accordingly, major losses may result- all of which will be borne by the Fund. The Trading Adviser will continue to test, evaluate and add new Models, which may lead to the Models being modified from time to time. Without prejudice to article 19 of the General Terms and Conditions, any modification of the Models or strategies will not be subject to any requirement that Unitholders receive notice of the change or that they consent to it. There can be no assurance as to the effects (positive or negative) of any modification to the Models or strategies on the Fund's performance.

Crowding/Convergence

There is significant competition among quantitatively-focused managers and the ability of the Manager to deliver returns that have a low correlation with global aggregate equity markets and other hedge funds is also dependent on the Trading Adviser's ability to employ Models that are simultaneously profitable and differentiated from those employed by other managers. To the extent that the Trading Adviser is not able to develop sufficiently differentiated Models, the Fund's investment objective may not be met, irrespective of whether the Models are profitable in an absolute sense. In addition, to the extent that the Models come to resemble those employed by other managers, there is an increased risk that a market disruption may negatively affect predictive Models such as those employed by the Trading Adviser, as such a disruption could accelerate reductions in liquidity or rapid re-pricing due to simultaneous trading across a number of funds utilizing Models (or similar quantitatively-focused investment strategies) in the marketplace.

Involuntary disclosure risk

The ability of the Manager to achieve its investment goals for the Fund is dependent in large part on its ability to develop and protect the Fund's models and proprietary research. The models and proprietary research and the Models and Data are largely protected through the use of policies, procedures, agreements, and similar measures designed to create and enforce robust confidentiality, non-disclosure, and similar safeguards. However, aggressive position-level public disclosure obligations (or disclosure obligations to exchanges or regulators with insufficient privacy safeguards) could lead to opportunities for competitors to reverse-engineer the Fund's models, and thereby impair the relative or absolute performance of the Fund.

Limited diversification and risk management failures

Except as set forth in the applicable investment objective and strategy, the Fund has no formal guidelines for diversification. As a result, the Fund's portfolio could become significantly concentrated

in a limited number of issues, types of financial instruments, industries, sectors, strategies, countries, or geographic regions, and any such concentration of risk may increase losses suffered by the Fund. This limited diversity could expose the Fund to losses disproportionate to market movements in general. Even when the Manager attempts to control risks and diversify the portfolio, risks associated with different assets may be correlated in unexpected ways, with the result that the Fund faces concentrated exposure to certain risks. In addition, many pooled investment vehicles pursue similar strategies, which creates the risk that many funds would be forced to liquidate positions at the same time, reducing liquidity, increasing volatility and exacerbating losses. Although the Manager attempts to identify, monitor and manage significant risks, these efforts do not take all risks into account and there can be no assurance that these efforts will be effective. Many risk management techniques are based on observed historical market behaviour, but future market behaviour may be entirely different. Any inadequacy or failure in the Manager's risk management efforts could result in material losses for the Fund.

Ramp-up periods

During a "ramp-up period" of a new strategy, the Fund may not be fully invested, in order to avoid impact on the relevant markets, which may result in a reduction in expected investment returns for the duration of this period.

Competition for investments

Certain markets in which the Fund may invest are extremely competitive for attractive investment opportunities and, as a result, there may be reduced expected investment returns, or the liquidity of the Fund's portfolio positions may be reduced. There can be no assurance that the Manager will be able to identify or successfully pursue attractive investment opportunities in such environments. Among other factors, competition for suitable investments from other pooled investment vehicles, the public equity markets and other investors may reduce the availability of investment opportunities. There has been significant growth in the number of firms organised to make such investments, which may result in increased competition to the Fund in obtaining suitable investments.

Market risk

The Fund may make investments in markets that are volatile and/or which may become illiquid. Accordingly, the ability of the Fund to respond to market movements may be impaired, which may result in significant losses to the Fund.

A public exchange typically has the right to suspend or limit trading in all securities that it lists. Such a suspension could render it impossible for the Fund to liquidate its positions and thereby exposes it to losses. In addition, there is no guarantee that markets will remain liquid enough for the Fund to close out positions.

Market conditions are continually changing and the fact that the AHL Diversified Programme happened to be successful in the past may largely be irrelevant to its prospects for future profitability. Past results are not necessarily indicative of future performance. No assurance can be given that profits will be achieved or that substantial losses will not be incurred.

Concentration risk

The Manager, on the advice of the Trading Adviser, is not required to limit the Fund's exposure to a particular class of assets, a particular counterparty or a particular currency, and trading risks, interest rate risks and foreign exchange rate risks will be increased where there is a high degree of exposure on a concentrated basis.

Liquidity risk

The Manager may make leveraged Investments in markets that are volatile and/or which may become illiquid. Accordingly, although the Investments may give greater liquidity than an equity investment, it may be impossible (in the event of trading halts or daily price fluctuation limits on the markets traded or otherwise) or expensive in respect of the Fund to liquidate positions against which the market is moving. Alternatively, it may not be possible, in certain circumstances, for a position to be initiated or liquidated promptly (in the event of insufficient trading activity in the relevant market or otherwise). Accordingly, the Fund's ability to respond to market movements may be impaired. These risks may be accentuated where the Manager is required to liquidate positions of the Fund to meet margin requests, margin calls, redemption requests or other funding requirements.

Systemic risk

Credit risk may arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This is sometimes referred to as a "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Fund interacts on a daily basis.

Interest and exchange rate risks

Fluctuations in exchange rates could cause the value of investments made by Unitholders to increase or decrease. The Fund and the underlying vehicles through which the Fund directly or indirectly invests may have exposure to foreign exchange and/or interest rate risks. The Fund may seek to mitigate its risks through hedging transactions. To the extent these hedging transactions are imperfect or are only placed over a portion of the target investment exposure, the Unitholders will realise the resulting benefit or loss.

The Investments will be denominated primarily in US dollars and any return of such Investments will therefore be in the same currency. However, Units are denominated in EUR. Therefore, a fluctuation in EUR against the US dollar could cause the value of the underlying Investments (expressed in EUR) to diminish or increase irrespective of performance. It is, therefore, the intention of the Fund to hedge this risk through a programme of currency risk management. The cost and related liabilities and/or benefits related to the foreign exchange hedging will be reflected in the Net Asset Value. There is no guarantee that it will be possible to remove all currency exposure.

The Fund may invest in financial instruments denominated in non-EUR currencies, the prices of which are determined with reference to currencies other than the EUR. However, the Fund values its financial instruments in EUR. The Fund may or may not seek to hedge its non-EUR currency exposure by entering into currency hedging transactions, such as treasury locks, forward contracts, futures contracts and cross-currency swaps. There can be no guarantee that financial instruments suitable for hedging currency or market shifts will be available at the time when the Fund wishes to use them, or that hedging techniques employed by the Fund will be effective. Furthermore, certain currency market risks may not be fully hedged or hedged at all.

To the extent unhedged, the value of the Fund direct or indirect positions in non-EUR Investments will fluctuate with EUR exchange rates as well as with the price changes of the Investments in the various local markets and currencies. In such cases, an increase in the value of the EUR compared to the other currencies in which the Fund makes investments will reduce the effect of any increases and magnify the effect of any decreases in the prices of the Fund's financial instruments in their local markets and may result in a loss to the Fund. Conversely, a decrease in the value of the EUR will have the opposite effect on the Fund's non-EUR Investments.

Investments in emerging markets

The Fund may invest its assets in securities or currencies of emerging market countries. Investing in emerging markets involves additional risks and special considerations not typically associated with investing in other more established economies or markets. Such risks may include: (a) increased risk of nationalisation or expropriation of assets or confiscatory taxation; (b) greater social, economic and political uncertainty, including war; (c) higher dependence on exports and the corresponding importance of international trade; (d) greater volatility, less liquidity and smaller capitalisation of markets; (e) greater volatility in currency exchange rates; (f) greater risk of inflation; (g) greater controls on foreign investment and limitations on realisation of investments, repatriation of invested capital and on the ability to exchange local currencies for EUR; (h) increased likelihood of governmental involvement in and control over the economy; (i) governmental decisions to cease support of economic reform programmes or to impose centrally planned economies; (j) differences in auditing and financial reporting standards which may result in the unavailability of material information about issuers; (k) less extensive regulation of the markets; (l) longer settlement periods for transactions and less reliable clearance and custody arrangements; (m) less developed corporate laws regarding fiduciary duties of officers and directors and the protection of investors; and (n) certain considerations regarding the maintenance of the Fund's financial instruments with non-US brokers and securities depositories.

Repatriation of investment income, assets and the proceeds of sales by foreign investors may require governmental registration and/or approval in some emerging countries. The Fund could be adversely affected by delays in or a refusal to grant any required governmental registration or approval for such repatriation or by withholding taxes imposed by emerging market countries on interest or dividends paid on financial instruments held by the Fund or gains from the disposition of such financial instruments.

In emerging markets, there is often less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers, counterparties and issuers than in other more established markets. Any regulatory supervision which is in place may be subject to manipulation or control. Some emerging market countries do not have mature legal systems comparable to those of more developed countries. Moreover, the process of legal and regulatory reform may not be proceeding at the same pace as market developments, which could result in investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in

certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain cases, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary appreciation or interpretation. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries.

Terrorism and catastrophe risks

The Fund's portfolio is subject to the risk of loss arising from exposure that it may incur, directly or indirectly, due to the occurrence of various events, including, without limitation, hurricanes, earthquakes and other natural disasters, terrorism and other catastrophic events. These risks of loss can be substantial and could adversely affect the return of the Fund.

Counterparty risk

The Fund will have significant credit and operational risk exposure to its counterparties, which will require the Fund to post collateral to support its obligations in connection with transactions involving forwards, swaps, futures, options and other derivative instruments. Generally, counterparties will have the right to sell, pledge, re-hypothecate, assign, use or otherwise dispose of the collateral posted by the Fund in connection with such transactions. Additionally, for example, the Fund may lend securities on a collateralised and an uncollateralised basis, from its portfolio.

Investments will normally be entered into between the Fund and brokers as principal (and not as agent). Accordingly, the Fund is exposed to the risk that brokers may, in an insolvency or similar event, be unable to meet its contractual obligations to the Fund. The underlying vehicles through which the Fund directly or indirectly invests may bear similar or greater risks with regard to the brokers utilised. Should any counterparty transacting with the Fund (or other underlying vehicles through which the Fund directly or indirectly invests) become insolvent, any claim that the Fund (or underlying vehicles) may have against such counterparties would ordinarily be unsecured.

Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Fund has concentrated its transactions with a single or small group of counterparties. If there is a default by the counterparty to a transaction, the Fund will under most normal circumstances have contractual remedies and in some cases collateral pursuant to the agreements related to the transaction. However, exercising such contractual rights may involve

delays or costs which could result in the Net Asset Value being less than if the Fund had not entered into the transaction.

If one or more of the Fund's counterparties that act as custodian, prime broker or broker-dealer for the Fund were to become insolvent or the subject of liquidation proceedings, there exists the risk that the recovery of the Fund's securities and other assets from such custodian, prime broker or broker-dealer will be delayed or be of a value less than the value of the securities or assets originally entrusted to such custodian, prime broker or broker-dealer.

Investors should assume that the insolvency of any Fund counterparty would result in a loss to the Fund, which could be material.

Leverage and financing arrangements

In addition to the leverage inherent in the AHL Diversified Programme, the Fund, or the underlying vehicles through which the Fund directly or indirectly invests, may borrow and/or utilise various forms of leverage including leveraged or short positions under derivative instruments. While leverage presents opportunities for increasing total return, it has the effect of potentially increasing losses as well. Accordingly, any event which adversely affects the value of an investment by any of the underlying vehicles through which the Fund directly or indirectly invests would be magnified to the extent leverage is employed, and substantial losses may result from unwinding short positions.

As a general matter, the banks and dealers that provide financing to the Fund can apply essentially discretionary margin, haircut financing as well as security and collateral valuation policies. For example, should the financial instruments pledged to brokers to secure the Fund's margin accounts decline in value, the Fund could be subject to a "margin call", pursuant to which the Fund must either deposit additional funds or financial instruments with the broker or suffer mandatory liquidation of the pledged financial instruments to compensate for the decline in value. In the event of a sudden drop in the value of the Fund's portfolio, the Fund might not be able to liquidate financial instruments quickly enough to satisfy their margin requirements. Increases in the amount of margin or similar payments could result in the need for trading activity at times and prices which could be disadvantageous to the Fund or the underlying vehicles through which the Fund directly or indirectly invests and could result in substantial losses.

As a consequence of leverage, interest expense may be material as a percentage of the assets of the Fund. Interest expense could force a reduction in the exposure of the Units to the relevant investment

strategies. The use of such leverage means that even comparatively small losses, or insufficient profits to offset expenses, could rapidly deplete the capital available to the Fund and reduce or eliminate its profit potential. Further fees relating to any Financing Arrangements such as arrangement, commitment, minimum utilisation and renewal fees may also be payable. Changes by banks and dealers in such policies, or the imposition of other credit limitations or restrictions, whether due to market circumstances or government, regulatory or judicial action, may result in large margin calls, loss of financing, forced liquidations of positions at disadvantageous prices, termination of swap and repurchase agreements and cross-defaults to agreements with other dealers. Any such adverse effects may be exacerbated in the event that such limitations or restrictions are imposed suddenly and/or by multiple market participants. The imposition of any such limitations or restrictions could compel the Fund to liquidate all or part of its portfolio at disadvantageous prices, which may lead to a complete loss of the Fund's equity.

There can be no assurance that the Fund will be able to maintain adequate Financing Arrangements or avoid having to close out positions at losses which if held would have been profitable. There is also no assurance that any Financing Arrangement will be renewed and, if any Financing Arrangement in respect of the Units is renewed, it may be renewed on less favourable terms. In particular, third parties may not be available to act as financing providers and the Man Group itself may face regulatory, commercial or other constraints, resulting in it not offering or renewing a Financing Arrangement. Additionally, any Financing Arrangement may be subject to early termination in accordance with its terms and may be terminated by a counterparty. A loss of, a termination of, or a reduction in, a Financing Arrangement may have the effect of causing the Fund to reduce its overall investment exposure in respect of the Units with a corresponding reduction in investment return expectations. The renewal of a Financing Arrangement might be subject to a change in terms of that Financing Arrangement including but not limited to a change in applicable interest margins.

Execution of orders

The Fund's investment strategies and trading strategies depend on its ability to establish and maintain an overall market position in a combination of financial instruments selected by the Manager. The Fund's trading orders may not be executed in a timely and efficient manner due to various circumstances, including, without limitation, trading volume surges or systems failures attributable to the Manager, the Fund's counterparties, brokers, dealers, agents or other service providers. In such event, the Fund might only be able to acquire or dispose of some, but not all, of the components of

such position, or if the overall position were to need adjustment, the Fund might not be able to make such adjustment. As a result, the Fund would not be able to achieve the market position selected by the Manager, which may result in a loss.

Hedging transactions

The Fund may utilise financial instruments both for investment purposes and for risk management purposes in order to: (a) protect against possible changes in the market value of the Fund's investment portfolios resulting from fluctuations in the markets and changes in interest rates; (b) protect the Fund's unrealised gains in the value of its investment portfolio; (c) facilitate the sale of any such investments; (d) enhance or preserve returns, spreads or gains on any investment in the Fund's portfolios; (e) hedge against a directional trade; (f) hedge the interest rate, credit or currency exchange rate on any of the Fund's financial instruments; (g) protect against any increase in the price of any financial instruments the Fund anticipates purchasing at a later date; or (h) act for any other reason that the Manager deems appropriate. The Fund will not be required to hedge any particular risk in connection with a particular transaction or its portfolios generally. While the Fund may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for the Fund than if it had not engaged in any such hedging transaction. Moreover, it should be noted that the portfolio will always be exposed to certain risks that may not be hedged.

Equities

The Fund may invest in equity securities and equity derivatives. The value of these financial instruments generally will vary with the performance of the issuer and movements in the equity markets. As a result, the Fund may suffer losses if it invests in equity instruments of issuers whose performance diverges from the Manager's expectations or if equity markets generally move in a single direction and the Fund has not hedged against such a general move. The Fund also may be exposed to risks that issuers will not fulfil contractual obligations such as, in the case of convertible securities, delivering marketable common stock upon conversions of convertible securities and registering restricted securities for public resale.

Underlying Funds

The Fund may invest part or all its assets in regulated or unregulated collective investment schemes or other pooled vehicles managed by members of the Man Group and/or independent investment managers. The underlying vehicles through which the Fund directly or indirectly invests may face similar risks or greater risks in regard to their investments as are described in these risk factors as applicable to the Fund and consequently the Fund will also bear these risks indirectly. In addition,

Unitholders would be subject to fees (except those fees which are attributable to a member of the Man Group, in the case funds so managed) both at the level of the Fund and at the level of the underlying fund. Should an underlying fund through which the Fund directly or indirectly invests fail for any reason (including, but not limited to, failures relating to fraud, operations, valuations or the custody of assets) the Net Asset Value may reduce accordingly.

The Fund may be materially affected by the actions of other funds investing in the underlying vehicles through which the Fund directly or indirectly invests. Consequently, if another fund were to redeem from the underlying vehicle through which the Fund directly or indirectly invests, the remaining funds, including the Fund, may experience higher *pro rata* operating expenses, thereby producing lower returns, and the underlying vehicle through which the Fund directly or indirectly invests may become less diverse due to a redemption by a larger fund, resulting in increased portfolio risk.

Undervalued securities

The Fund may seek to meet its investment objectives by investing in undervalued securities. The identification of investment opportunities in undervalued securities is a difficult task and there can be no assurance that such opportunities will be successfully recognised. While investments in undervalued securities offer opportunities for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated from the Fund's investments may not adequately compensate for the financial risks assumed.

The Fund may make certain speculative investments in securities which are believed to be undervalued. However there can be no assurance that the securities purchased will in fact be undervalued. In addition, the Fund may be required to hold such securities for a substantial period of time before realising their anticipated value. During this period, a portion of the Fund's capital would be committed to the securities purchased, thus possibly preventing the Fund from investing in other opportunities.

Exchange Traded Funds ('ETFs')

The Fund may invest in ETFs, which are shares of publicly-traded unit investment trusts, open-ended funds, or depository receipts that seek to track the performance and dividend yield of specific indexes or companies in related industries. These indexes may be either broad-based, sector, or international. However, ETF shareholders are generally subject to the same risk as holders of the underlying securities they are designed to track. ETFs are also subject to certain additional risks, including,

without limitation, the risk that their prices may not correlate perfectly with changes in the prices of the underlying securities they are designed to track, and the risk of trading in an ETF halting due to market conditions or other reasons, based on the policies of the exchange upon which the ETF trades. In addition, the Fund may bear, along with other shareholders of an ETF, its *pro rata* portion of the ETF's expenses, including management fees. Accordingly, in addition to bearing their proportionate share of the Fund's expenses (i.e., the management fee and operating expenses), Unitholders may also indirectly bear similar expenses of an ETF, which can have a material adverse effect on the return on capital of the Fund.

Short selling

Short selling involves selling securities which are not owned by the short seller, and borrowing them for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the seller to profit from a decline in market price to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. The extent to which the Fund engages in short sales will depend upon the Manager's investment strategy and opportunities. A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to the Fund of buying those securities to cover the short position. There can be no assurance that the Fund will be able to maintain the ability to borrow securities sold short. In such cases, the Fund can be "bought in" (i.e., forced to repurchase securities in the open market to return to the lender). There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

Debt securities

The Fund may invest in corporate and government debt securities and instruments, and may take short positions in these securities. The Fund may invest in these securities when they offer opportunities for capital appreciation (or capital depreciation in the case of short positions) and may also invest in these securities for temporary defensive purposes and to maintain liquidity. Debt securities include, among others: bonds, notes and debentures issued by corporations; debt securities issued or guaranteed by a sovereign government; municipal securities; and mortgage-backed securities ('MBS') and asset backed securities ('ABS'), including securities backed by collateralised debt obligations ('CDO'). The Fund may also be exposed to the underlying credit worthiness of

corporations, municipalities and sovereign states (among others) by the use of credit default swaps ('CDS'). These securities may pay fixed, variable or floating rates of interest, and may include zero coupon obligations.

Debt securities are subject to the issuer's capacity to pay interest and repay principal in accordance with the terms of the obligations (i.e. credit risk) and are subject to price volatility resulting from, among other things, interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (i.e., market risk). An economic recession could severely disrupt the market for most of these securities and may have an adverse impact on the value of such instruments. It is likely that any such economic downturn could adversely affect the ability of the issuers of such securities to repay principal and pay interest thereon and increase the incidence of default for such securities.

The Fund may invest in both investment grade debt securities and non-investment grade debt securities (commonly referred to as junk bonds), as well as unrated debt securities. Non-investment grade debt securities in the lowest rating categories and unrated debt securities may involve a substantial risk of default or may be in default. Adverse changes in economic conditions or developments regarding the individual issuer are more likely to cause price volatility and weaken the capacity of the issuers of non-investment grade debt securities to make principal and interest payments than issuers of higher grade debt securities. Moreover, the market for lower grade debt securities may be thinner and less active than for higher grade debt securities.

The financial crisis demonstrated that even securities backed by very large pools of assets may be subject to volatility where markets may be subject to volatility levels which are higher than might ordinarily be expected. Pre-crisis, debt securities backed by CDOs were considered to be low-risk instruments, as historical statistics appeared to demonstrate that cash flows from a sufficiently large pool of assets, such as credit card debts or mortgage debts, should be highly stable. Accordingly, ratings agencies frequently assigned investment grade ratings to these securities and, in many cases, "AAA" or equivalent ratings. In spite of such high ratings, during the financial crisis, the holders of many of these debt securities suffered significant losses due, among other factors, to statistically unprecedented levels of defaults by underlying debtors. There can be no assurance that, in comparable markets, MBS or ABS held by the Fund would not be subject to similar losses.

Where the Fund invests in MBS and other debt securities secured by real estate, it will be exposed to the fluctuations and cycles in value which are characteristic of real estate markets, as well as specific risks including, among others: adverse changes in national or international economic conditions; changes in supply of or demand for properties; the financial condition of tenants, buyers and sellers of properties; changes in the availability of debt financing; changes in interest rates, exchange rates, real estate tax rates and other operating expenses; and government actions including potential regulations on rent control, environmental laws and regulations, real estate laws and regulations, zoning and planning laws, regulations and other rules and fiscal policies.

Derivative instruments generally

The Fund may enter into derivative instruments, such as credit derivatives. It may take advantage of opportunities with respect to certain derivative instruments that are not presently contemplated for use or that are currently not available, but that may be developed, to the extent such opportunities are both consistent with the investment objective of the Fund and legally permissible. Special risks may apply to instruments that are invested in by the Fund in the future that cannot be determined at this time or until such instruments are developed or invested in by the Fund. For example, risks with respect to credit derivatives may include determining whether an event will trigger payment under the contract and whether such payment will offset the loss or payment due under another instrument. In the past, buyers and sellers of credit derivatives have found that a trigger event in one contract may not match the trigger event in another contract, exposing the buyer or the seller to further risk. Other swaps, options, and other derivative instruments may be subject to various types of risks, including market risk, regulatory risk, tax risk, liquidity risk, the risk of non-performance by the counterparty, including risks relating to the financial soundness and creditworthiness of the counterparty, legal risk, and operations risk. Where the Fund invests in derivatives such as futures or forwards that are linked to commodities, there is a risk that, were there to be an error in closing out the relevant position in time, the Fund might be required to take physical delivery of such commodities, or arrange for another party to take delivery on short notice, with resulting additional costs. In addition, as new derivative instruments are developed, documentation may not be standardised, leading to potential disputes or misunderstanding with counterparties. The regulatory and tax environment for derivative instruments in which the Fund may participate is evolving, and changes in the regulation or taxation of such financial instruments may have a material adverse effect on the Fund. Further general risks of dealing in derivatives include (i) leverage; (ii) inability to close out a position on favourable terms or at all; (iii)

the price of the underlying securities; (iv) over-the counter contracts; and (v) contractual asymmetries and inefficiencies.

Investing in derivatives generally involves paying an initial deposit or "initial margin" with a broker, who in the case of exchange-traded derivatives will handle subsequent payments such as margin calls. A relatively small movement in the price of a contract may result in a profit or a loss which is high in proportion to the amount of the funds actually placed as initial margin and could result in significant margin calls on the Fund. The Fund may be required to liquidate investments prematurely or incur borrowings to meet margin calls potentially resulting in losses to the Fund, which could have a material adverse effect on the Fund's performance and returns to Unitholders.

Daily limits on price fluctuations and speculative position limits on exchange-traded derivatives may prevent prompt liquidation of positions which could have a material adverse effect on the performance of the Fund and returns to Unitholders.

Investing in derivatives involving underlying securities or indices, such as options, exposes the Fund to the risk of change in the market price in the underlying securities.

Off-exchange or "over-the-counter" contracts, such as forward financial exchange contracts, are subject to greater price volatility and greater illiquidity than those traded on an exchange: (i) as they are traded through an informal network of banks and other dealers which have no obligation to make markets in these instruments; (ii) as there are fewer market makers, likely resulting in wider spreads between their bid and asked prices and lower trading volumes; and (iii) as positions are not marked-to-market on a daily basis. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Counterparties to a transaction may be unable or unwilling to perform their side of such a contract and as such contracts are not guaranteed by an exchange or clearing house any such default would eliminate any profit potential and compel the Fund to cover its commitments for resale or repurchase, if any, at the then-prevailing price, which may be difficult to determine. Any of these events could have a material adverse effect on the performance of the Fund and returns to Unitholders.

The Fund may enter into certain contracts that contain provisions that place it in an "asymmetrical" position relative to its counterparty, such as break clauses, whereby a counterparty may unilaterally terminate a transaction on the basis of a specified reduction in net asset value, incorrect collateral calls or delays in collateral recovery. Where the Fund does not have similar rights against the

counterparty, the exposure of the Fund to such counterparty is increased, which could have a material adverse effect on the performance of the Fund and returns to Unitholders.

Futures

Investment in derivatives involves special risks and may result in losses. The value of futures depends upon the price of the financial instruments, such as commodities, underlying them. The prices of futures are highly volatile, and price movements of futures contracts can be influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, investments in futures are also subject to the risk of the failure of any of the exchanges on which the Fund's positions trade or of its clearing houses or counterparties.

Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent the Fund from promptly liquidating unfavourable positions and subject the Fund to substantial losses or prevent it from entering into desired trades. In extraordinary circumstances, a futures exchange or other regulator could suspend trading in a particular futures contract, or order liquidation or settlement of all open positions in such contract.

The price of stock index futures contracts may not correlate perfectly with the movement in the underlying stock index because of certain market distortions. First, all participants in the futures market are subject to margin deposit and maintenance requirements. Rather than meeting additional margin deposit requirements, shareholders may close futures contracts through offsetting transactions that would distort the normal relationship between the index and futures markets. Secondly, from the point of view of speculators, the deposit requirements in the futures market are less onerous than margin requirements in the securities market. Therefore, increased participation by speculators in the futures market also may cause price distortions. Successful use of stock index futures contracts by the Fund also is subject to the Manager's ability to correctly predict movements in the direction of the market.

Options

The Fund may incur risks associated with the sale and purchase of call options and/or put options.

The seller (writer) of a call option, which is covered (i.e., the writer holds the underlying security), assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price of the option. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The securities necessary to satisfy the exercise of an uncovered call option may be unavailable for purchase, except at much higher prices, thereby reducing or eliminating the value of the premium. Purchasing securities to cover the exercise of an uncovered call option can cause the price of the securities to increase, thereby exacerbating the loss. The buyer of a call option assumes the risk of losing its entire premium investment in the call option.

The seller (writer) of a put option which is covered (i.e., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security if the market price falls below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing its entire investment in the put option.

Swaps

The Fund may enter into swap transactions. Swaps are entered into in an attempt to obtain a particular return without the need to purchase the underlying reference asset. The use of total return swaps, price return swaps, volatility swaps, variance swaps, performance swaps, rate swaps, basis swaps, forward rate transactions, swaptions, basket swaps, index swaps, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions or any other similar transactions, whether referencing fixed income, equity or hybrid securities, credit, rates, commodities, currencies, baskets or indices (including any option with respect to any of these transactions) is a highly specialised activity that involves investment techniques and risks different from those associated with ordinary securities transactions. Swaps are individually negotiated transactions where each party agrees to make a one-time payment or periodic payments to the other party. Certain swap agreements require one party's payments to be "up-front" and timed differently

than the other party's payments (such as is often the case with currency swaps), in which case the entire principal value of the swap may be subject to the risk that the other party to the swap will default on its contractual delivery obligations. Other swap agreements, such as interest rate swaps, typically do not obligate the parties to make "principal" payments, but only to pay the agreed rates or amounts as applied to an agreed "notional" amount. Accordingly, the Fund's risk of credit loss may be the amount of interest payments it is entitled to receive on a net basis. As swap transactions are not typically fully funded, a payment of margin is often required by the counterparty. Where a trade is 'in the money', the Fund is further exposed to the creditworthiness of the counterparty until any excess margin is returned.

Certain swap agreements are principal-to-principal transactions in which performance is the responsibility of the individual counterparty and not an organised exchange or clearinghouse. As such, the Fund is exposed to the risk of counterparty default and counterparty credit risk. In addition, the margin rate associated with the transaction is often at the discretion of the Fund's counterparty, which may result, in certain circumstances, in an unexpectedly large margin call and an associated liquidity drain for the Fund. However, global regulators have recently moved to more closely regulate the over-the-counter market, and accordingly will require that a substantial portion of over-the-counter swaps be executed in regulated markets, submitted for clearing through regulated clearinghouses, and subject to mandated margin requirements. It is unclear as to how effective this regulatory change will be at reducing counterparty risk and increasing the efficiency of the market. The future costs associated with such trades and the liquidity impact of providing collateral is also uncertain and may be significantly more than is currently the case, thereby potentially reducing returns. In addition, as a swap transaction is a contract whose value is derived from another underlying asset. As such, a move in the price of the underlying asset, can, due to the embedded leverage in the swap, magnify any gains or losses resulting from the transaction. As is the case with any derivative transaction, the counterparty hedge-based pricing and funding costs on entry and exit may be more costly than buying the underlying reference asset directly. Moreover, the Fund's forecasts of market values, interest rates, and currency exchange rates may be inaccurate and may result in overall investment performance results that are worse than the results that would have been achieved if the Fund did not engage in swap transactions.

Forward contracts

The Fund may make use of forward contracts. Forward contracts are transactions involving an obligation to purchase or sell a specific instrument or entitlement at a future date at a specified price. Forward contracts may be used by the Fund for hedging purposes, such as to protect against uncertainty in the level of future foreign currency exchange rates. Forward contracts may also be used to attempt to protect the value of the Fund's existing holdings of securities held in currencies other than the base currency of the Fund. As is the case for any attempt at hedging downside risk, there is a risk that there is an imperfect correlation between the value of the securities and the forward contracts entered into with respect to those holdings resulting in an unprotected loss. Forward contracts may also be used for investment, non-hedging purposes to pursue the Fund's investment objective, for example where it is anticipated that a particular currency will appreciate or depreciate in value.

Forward contracts and options thereon, unlike futures contracts, are generally not traded on exchanges and are not standardised; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. However, certain forward currency exchange contracts are regulated as swaps by the US Commodity Futures Trading Commission (the 'CFTC') and have begun being voluntarily traded on swap execution facilities. To the extent the Fund is treated as a US Person or if the Fund's swap counterparty is a US person (for the purposes of the CFTC's swap regulations), some of these contracts may be required to be centrally cleared by a regulated US clearinghouse, and may be required to be traded on regulated exchanges in the future. Interbank forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. As in the case of a futures contract, a forward usually only requires a much smaller amount of margin to be provided relative to the economic exposure which the forward contract provides to the relevant investment; it creates a 'gearing' or 'leverage' effect. This means that a small margin payment can lead to enhanced losses as well as enhanced gains. It also means that a relatively small movement in the underlying instrument can lead to a much greater proportional movement in the value of the forward contract. The principals who deal in the interbank forward markets are not required to continue to make markets in the currencies or commodities they trade, and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have refused to quote prices for certain currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. Disruptions can occur in forward markets, particularly the currency markets, due to

unusually high trading volume, political intervention, market dislocations, unanticipated third country events affecting the underlying asset, unscheduled holidays and market closures or other factors. The imposition of controls by governmental authorities might also limit such forward trading to less than that which the Manager would otherwise recommend, to the possible detriment of the Fund. Market illiquidity or disruption could result in major losses to the Fund.

OTC derivative instruments

In general there is less governmental regulation and supervision of transactions in the OTC markets than in organised stock exchanges. Many of the protections afforded to transactions on organised exchanges, such as the performance guarantee of an exchange clearing house may not exist for OTC transactions. Therefore there is a counterparty risk as part of OTC transactions. To mitigate this risk the Manager and/or the Fund's other service providers may use preferred counterparties which it (they) believe(s) to be creditworthy and may reduce the exposure incurred in connection with such transactions through the use of a letter of credit or collateral. However there can be no guarantee that a counterparty will not default, or that the Fund will not sustain losses as a result.

The Manager will continuously assess the credit or counterparty risk as well as the potential risk which, for trading activities, is the risk resulting from adverse movements in the level of volatility of market prices and the Manager will assess the hedging effectiveness on an ongoing basis. The Manager will define specific internal limits applicable to these kinds of operations and monitor the counterparties accepted for these transactions.

In addition to the above the OTC market may be illiquid and it may not always be possible to execute a transaction quickly at an attractive price. From time to time the counterparties with which the Manager and/or the Fund's other service providers effect(s) the transactions might cease making markets or quoting prices in certain of the instruments. In such instances, the Manager and/or the Fund's other service providers might be unable to enter into a desired transaction in currencies, credit default swaps or total return swaps or enter into an offsetting transaction with respect to an open position which might adversely affect its performance. Further, in contrast to exchange traded instruments, forward, spot and option contracts on currencies do not provide the Manager with the possibility to offset the Fund's obligations through an equal and opposite transaction. For this reason entering into forward, spot or options contracts, the Manager and/or the Fund's other service providers may be required, and must be able to, perform its or their obligations under the contracts.

Contracts for difference ('CFDs').

A contract for difference is a contract between two parties, buyer and seller, stipulating that the seller will pay the buyer the difference between the current value of an asset (a security, instrument, basket or index) and its value at contract time. If the difference is negative then, instead, the buyer pays

instead to the seller. Contracts for differences allow investors to take synthetic long or synthetic short positions with a variable margin, which, unlike futures contracts, have no fixed expiry date or contract size. Unlike shares, with CFDs the buyer is potentially liable for far more than the amount they paid on margin.

Legal, regulatory and taxation risks

Regulatory risks of hedge funds

Legal, tax and regulatory developments could occur during the term of the Fund that may adversely affect the Fund. Securities and futures markets are subject to comprehensive regulation and limitation of statutes, regulatory rules and margin requirements. The AFM, other regulators and self-regulatory organisations and exchanges may be authorised to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial actions. The regulatory environment for private funds is evolving, and changes in the regulation of private funds may adversely affect the value of investments held by the Fund and the ability of the Fund to obtain the leverage it might otherwise obtain or to pursue its trading strategies. There has been an increase in governmental, as well as self-regulatory, scrutiny of the alternative investment industry in general. It is impossible to predict what, if any, changes in regulations may occur, but any regulations which restrict the ability of the Fund to trade in securities or the ability of the Fund to employ, or brokers and other counterparties to extend, credit in their trading (as well as other regulatory changes that result) could have a material adverse impact on the profit potential of the Fund.

During July 2013, the Directive came into force aiming at introducing a harmonised regulatory framework for managers of alternative investment funds. The Directive provides for the introduction of a European regulatory and supervisory framework applicable to managers of alternative investment funds as well as the alternative investment funds themselves. According to the preamble of the Directive, the Directive aims to address a number of risks that have been identified in relation to the activities of the managers of alternative investment funds. The Directive aims to address these risks by subjecting the managers of alternative investment funds and, as an indirect consequence, the alternative investment funds themselves to certain regulations that may have the result of restricting the Manager's operations or increasing the total expense ratio of the Directive, thereby reducing

returns. While the full impact of the implementation of the foregoing cannot currently be fully assessed, the Fund may become subject to further regulation at an additional cost to investors.

Further, in the United States, the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 (the 'Dodd-Frank Act') seeks to regulate markets, market participants and financial instruments that have been previously unregulated and substantially alters the regulation of many other markets, market participants and financial instruments. Because many provisions of the Dodd-Frank Act require rule-making by applicable regulators and mandate numerous studies and reports, the final extent and impact of the legislation is yet to be fully determined but it is likely to affect the Fund and/or the Manager.

Enhanced regulation of the OTC derivatives markets

The European Market Infrastructure Regulation ('EMIR') seeks comprehensively to regulate the OTC derivatives market in Europe for the first time including, in particular, imposing mandatory central clearing, trade reporting and, for non-centrally cleared trades, risk management obligations on counterparties, including timely confirmation, portfolio reconstruction, dispute resolution and margining requirements. In addition, the revised Markets in Financial Instruments Directive ("**MiFID II**") and Markets in Financial Instruments Regulation ("**MiFIR**") will require certain standardised OTC derivatives to be executed on regulated trading venues. Similarly, the Dodd-Frank Act includes provisions that comprehensively regulate the OTC derivatives markets for the first time. The Dodd-Frank Act will require that a substantial portion of OTC derivatives must be executed in regulated markets and submitted for clearing to regulated clearinghouses. For example, certain interest rate swaps, including certain foreign exchange forwards defined as swaps by the CFTC, and credit default index swaps are required by the CFTC to be submitted for clearing if traded by US persons. These OTC trades submitted for clearing will be subject to minimum initial and variation margin requirements set by the relevant clearinghouse, as well as margin requirements mandated by the CFTC, SEC and/or federal prudential regulators. OTC derivative dealers also are required to post margin to the clearinghouses through which they clear their customers' trades instead of using such margin in their operations, as they are allowed to do for uncleared OTC trades. This has increased and will continue to increase the dealers' costs, which costs are generally passed through to other market participants in the form of higher upfront and mark-to-market margin, less favourable trade pricing, and the imposition of new or increased fees, including clearing account maintenance fees. The overall impact of EMIR,

MiFID II, MiFIR and the Dodd-Frank Act on the Fund is highly uncertain and it is unclear how the OTC derivatives markets will adapt to these new regulatory requirements.

The CFTC also now requires certain derivatives transactions that were previously executed on a bilateral basis in the OTC markets to be executed through a regulated futures, or swap exchange or execution facility. The US Securities and Exchange Commission (the 'SEC') is also expected to impose similar requirements on certain security-based derivatives in the near future, though it is not yet clear when these parallel SEC requirements will go into effect. If the Fund decides to become a direct member of one or more of these exchanges or execution facilities, the Fund would be subject to all of the rules of the exchange or execution facility, which would bring additional risks and liabilities, and potential additional regulatory requirements. Similarly, under EMIR, European regulators may require a substantial proportion of such derivatives transactions to be brought on exchange and/or centrally cleared. Such requirements may make it more difficult and costly for investment funds, including the Fund, to enter into highly tailored or customised transactions. They may also render certain strategies in which the Fund might otherwise engage impossible or so costly that they will no longer be economical to implement. They may also increase the overall costs for OTC derivative dealers, which are likely to be passed along, at least partially, to market participants in the form of higher fees or less advantageous dealer marks. The overall impact of EMIR and the Dodd-Frank Act on the Fund is highly uncertain and it is unclear how the OTC derivatives markets will adapt to these new regulatory regimes.

The "Volcker Rule" component of the Dodd-Frank Act materially restricts proprietary speculative trading by banks, "bank holding companies" and other regulated entities. As a result, there has been a significant influx of new portfolio managers into private investment funds who had previously traded institutional proprietary accounts. Such influx can only increase the competition for the Fund from other talented portfolio managers trading in the Fund's investment sector.

In April 2014, the European Parliament adopted proposals as part of the review of the Market Abuse Directive including a Market Abuse Regulation ("**MAR**") and a directive on criminal sanctions for insider dealing and market manipulation ("**CSMAD**") (together "**MAD II**"). MAR will expand the scope of the market abuse regulatory regime to cover, for the first time, different trading systems and financial instruments and take into account technological developments, notably algorithmic trading and high frequency trading. The final legislation was published in the Official Journal on 12 June 2014. There is now a 24-month period for the adoption of implementing measures by the European

Commission concerning MAR and for member states to implement the CSMAD in national law. MAR will address the interaction between spot markets and derivative markets, including commodity markets and address potential sources of abuse and manipulation between them, including through provisions allowing member states to introduce criminal sanctions for market abuse offences. These changes, if adopted, could lead to increased regulation and operational and compliance requirements for the markets in which the Fund operates.

Enhanced regulation of short sales and credit default swaps

Since November 2012, short sales and credit default swaps have been subject to the provisions of the EU Regulation on Short Selling and certain aspects of Credit Default Swaps (the 'Short Selling Regulation'), which was published in the Official Journal of the European Union on 24 March 2012. The Short Selling Regulation introduces restrictions and disclosure requirements for persons taking short positions in EU shares and sovereign bonds, and prohibits entering into uncovered credit default swaps in relation to EU sovereign debt (i.e., where the investor does not have an exposure that it is seeking to hedge either to the sovereign debt itself or to assets or liabilities whose value is correlated to the sovereign debt). In addition, the Short Selling Regulation permits the competent authorities of EU Member States to prohibit or restrict short sales, limit sovereign credit default swaps and impose emergency disclosure requirements, among other things, during times of stressed markets. Competent authorities may also restrict short sales of individual financial instruments which have suffered a significant fall in price in a single day.

Provisions of the Dodd-Frank Act and new rules promulgated by the SEC may increase the costs of short selling, make interactions with the issuers of securities being sold short more difficult and alter the prices or timing of short sales. The Dodd-Frank Act requires broker-dealers to provide notices to their customers that inform them of their right to opt out of allowing broker-dealers to use their fully paid securities for short sales. In the event that many broker-dealer customers opt out of allowing their fully paid shares to be used in short selling, locating shares for pre-borrowing may become more expensive, especially after the adoption of the SEC's 2008 short selling rules, which were targeted at preventing "naked short selling". Moreover, the SEC's "Circuit Breaker Uptick Rule", will limit the Fund's ability to sell securities short during the day a stock has declined 10% on its listing market and the following day, except for transactions that are at a price that are above the last national best bid.

The provisions of the SEC rules and the Short Selling Regulation may hinder the Fund's investment programme by preventing it from taking positions that the Manager considers favourable. They may

also result in overvaluations of certain financial instruments due to restrictions on market efficiency. In addition, the SEC's 'Circuit Breaker Uptick Rule' and the emergency powers granted under the Short Selling Regulation to competent authorities during times of stressed markets and with respect to individual financial instruments, may adversely affect the Fund by preventing it from taking hedging positions or other positions that the Manager considers to be in its best interests. The imposition of emergency measures under the Short Selling Regulation could, therefore, result in substantial losses to the Fund.

Position limits

'Position limits' imposed by various regulators or exchanges may limit the Fund's ability to effect desired trades. Position limits are the maximum amounts of gross, net long or net short positions that any one person or entity may own or control in a particular financial instrument. All positions owned or controlled by the same person or entity, even if in different accounts, may be aggregated for purposes of determining whether the applicable position limits have been exceeded. Thus, even if the Fund does not intend to exceed applicable position limits, it is possible that other pooled vehicles managed by members of the Man Group together with the Fund may be aggregated. To the extent that the Fund's position limits were collapsed with an affiliate's position limits, the effect on the Fund and resulting restriction on its investment activities may be significant. If at any time positions managed by the Manager were to exceed applicable position limits, the Manager would be required to liquidate positions, which might include positions of the Fund, to the extent necessary to come within those limits. Further, to avoid exceeding the position limits, the Fund might have to forego or modify certain of its contemplated trades.

In addition, the Dodd-Frank Act significantly expands the CFTC's authority to impose position limits with respect to futures contracts, options on futures contracts, swaps that are economically equivalent to futures or options on futures, swaps that are traded on a regulated US exchange and certain swaps that perform a significant price discovery function. In response to this expansion of its authority, in 2012, the CFTC proposed a series of new speculative position limits with respect to futures and options on futures on so-called "exempt commodities" (which includes most energy and metals contracts) and with respect to agricultural commodities. Those proposed speculative position limits were vacated by a United States District Court, but the CFTC has again proposed a new set of speculative position rules which are not yet finalised (or effective). If the CFTC is successful in this second try, the size or duration of positions available to the Fund may be severely limited. All accounts

owned or managed by the Trading Adviser are likely to be combined for speculative position limit purposes. The Fund could be required to liquidate positions it holds in order to comply with such limits, or may not be able to fully implement trading instructions generated by its trading models, in order to comply with such limits. Any such liquidation or limited implementation could result in substantial costs to the Fund.

MiFID II and MiFIR will come into force in January 2017 and will introduce for the first time within the European Union position limit and position reporting requirements in relation to certain commodity derivatives. The precise implication and scope of these requirements is not yet known, as the implementing measures are not yet finalised. However, it is likely that these measures will impose restrictions on the positions that the Fund and the Trading Adviser on behalf of all accounts owned or managed by it may hold in certain commodity derivatives and will require the Trading Adviser to more actively monitor such positions. If the Fund's and/or the Trading Adviser's positions reach the position limit thresholds, the Trading Adviser will be required to reduce those positions in order to comply with such limits.

The CFTC has adopted final guidance for swaps market participants on the cross-border application of the Dodd-Frank Act's swap regulatory regime. The application of this regulatory regime to a cross-border swap transaction depends, in large part, on whether one of the counterparties to the swap is a "US person". The guidance includes a new definition of "US person", which has been adopted only for the purposes of the CFTC's swap regulatory regime, that is different from the definitions of US Person under Regulation S and the CFTC's Regulation 4.7 that are used for other regulatory purposes. Among other things, this definition of US person includes a non-US domiciled collective investment vehicle, such as the Fund, that is majority-owned by US persons. If at any time the Fund is majority-owned by US persons, the Fund will be a US person for the purposes of the CFTC's swap regulatory regime. This may impose significant regulatory burdens on the Fund, including reporting and recordkeeping requirements as well as mandatory clearing of certain swaps and mandatory trade execution of such swaps in the future.

Litigation

With regard to certain of the Fund's investments, it is a possibility that the Manager and/or the Trading Adviser may be plaintiffs or defendants in civil proceedings. The expense of prosecuting claims, for which there is no guarantee of success, and/or the expense of defending against claims by third

parties and paying any amounts pursuant to settlements or judgments would generally be borne by the Fund and would reduce the Net Asset Value.

Legal risk in emerging markets

Many of the laws that govern private and foreign investment, financial instruments transactions, creditors' rights and other contractual relationships in emerging markets are new and largely untested. As a result, the Fund may be subject to a number of unusual risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, ignorance or breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets, and lack of enforcement of existing regulations.

Regulatory controls and corporate governance of companies in developing countries may confer little protection on investors. Anti-fraud and anti-insider trading legislation is often rudimentary. The concept of fiduciary duty is also limited when compared to such concepts in developed countries. In certain instances, management may take significant actions without the consent of investors. This difficulty in protecting and enforcing rights may have a material adverse effect on the Fund and its operations. Furthermore, it may be difficult to obtain and enforce a judgment in certain of emerging market countries in which assets of the Fund are invested.

FATCA

FATCA is particularly complex and its application to the Fund, the Unitholders and the Units is uncertain at this time. Potential investors in the Fund should consult their own tax advisers to obtain a more detailed explanation of FATCA and to learn how these rules might affect each investor in his or her particular circumstance, including how the FATCA rules may apply to payments received under the Units.

Financial transaction tax

In September 2011, the EU Commission attempted to introduce an EU-wide financial transaction tax. However not all the EU member states were in favour of such a tax and so the tax could not be implemented in all EU member states. Subsequently, 11 EU member states requested the EU Commission to develop a proposal for the introduction of a common financial transaction tax ('FTT') for each of those EU member states. The EU commission developed such a proposal under the EU's enhanced cooperation procedure which allows 9 or more EU member states to implement common

legislation. In January 2013, the EU Council of Ministers authorised the EU Commission to proceed with enhanced cooperation for a common FTT and the EU Commission has now published a draft Directive containing proposals for the FTT (the 'Draft FTT Directive'). This FTT is intended to be introduced only in the 11 participating EU member states: Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Spain, Slovakia and Slovenia.

In May 2014, the 11 participating EU member states have agreed to implement a scaled-down version of the proposed FTT in 2016. It is intended that the FTT will initially apply only to shares and certain derivatives. This scaled-down version of the proposed FTT is still under review and remains subject to negotiation between the 11 participating EU member states. Further, the legality of the FTT proposal is at present uncertain. It may therefore be altered prior to any implementation. The actual implementation date would depend on the future approval of the European Council and consultation of other EU institutions, and the subsequent transposition into local law of the 11 participating EU member states. Further, additional EU member states may decide to participate.

Potential investors in the Fund should consult their own tax advisers to obtain a more detailed explanation of FTT. .

Tax considerations

The Manager may take positions on certain tax issues which depend on legal conclusions not yet addressed by the courts. Additionally, no assurance can be given that legislative, administrative or judicial changes will not occur which will alter, either prospectively or retroactively, the tax considerations or risk factors discussed in this Prospectus.

The regulatory or tax environment for derivative and related instruments is evolving and may be subject to government or judicial action, which may affect the value or liquidity of investments held by the Fund or its ability to obtain the leverage it might otherwise obtain.

Where the Fund invests in securities that are not subject to withholding tax at the time of acquisition, there can be no assurance that tax may not be withheld in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Fund will not be able to recover such withheld tax and so any change would have an adverse effect on the Net Asset Value of the Units. Where the Fund sells securities short that are subject to withholding tax at the time of sale, the price obtained will reflect the withholding tax liability of the purchaser. In the event that in the future

such securities cease to be subject to withholding tax, the benefit thereof will accrue to the purchaser and not to the Fund.

Risk of tax regime

The Fund intends to conduct its affairs such that it should not be deemed to be engaged in a trade or business in any jurisdiction other than from The Netherlands for taxation purposes and should not, therefore, be liable to taxes of any jurisdiction other than from The Netherlands. If any of the activities were deemed to constitute a trade or business from a jurisdiction other than The Netherlands, then that jurisdiction's taxes may apply and may adversely affect the investment performance of the Units.

This Prospectus does not take into consideration any tax consequences of investing in the Fund other than as set out in the section entitled 'Taxation' of this Prospectus.

Limitation of liability of the Unitholders

The Fund is an open-ended fund for joint account (*fonds voor gemene rekening*) which can be seen as an agreement of its own nature (*overeenkomst sui generis*). The Fund intends to be such agreement of its own nature. However, in previous court decisions and legal literature funds have been labelled as partnerships (*maatschappen/vennootschappen onder firma*). Whether or not the Fund is qualified as a partnership is important for the applicability of the legal provisions on a partnership. The most important provision is the liability for equal parts of the partners of such partnership. Further, if the Fund were to be a partnership, even Unitholders who had sold their Units might be liable for obligations created during the period that they were a Unitholder. In the event that the Fund is considered a partnership, it might not be possible to (successfully) invoke Article 4, paragraph 3 and 6 of the General Terms and Conditions against third parties.

As the Title Holder acts as principal and not as agent when transacting with Brokers, all losses in respect of the Fund may be satisfied out of the assets held by the Title Holder and not by any other party to the Fund, including the Unitholders.

For the avoidance of doubt, neither this Prospectus, the General Terms and Conditions nor any other agreement relating to the Fund establish a partnership (*maatschap/vennootschap onder firma*), limited partnership (*commanditaire vennootschap*), a disclosed partnership (*openbare vennootschap*) or an undisclosed partnership (*stille vennootschap*) under Dutch law and consequently neither the Manager nor the Depositary nor the Title Holder nor the Unitholders shall be deemed to be partners (*maten/vennoten*) of the Fund or to co-operate (*samenwerken*) with each other in any respect. The

General Terms and Conditions and any other document relating to the Fund only purport to provide for rights and obligations of a Unitholder against the Fund, the Manager, the Depositary and/or the title Holder and not against the other Unitholders. The obligation of a Unitholder to pay the Subscription Price for Units to be obtained is a commitment (*verbintenis*) to the Title Holder only, represented by the Manager, both acting in respect of the Fund. The acceptance of the General Terms and Conditions and the Prospectus (through the execution and delivery of the Application Form) will not and is not deemed to constitute a cooperation agreement (*samenwerkingsovereenkomst*) between the Manager, the Depositary, the Title Holder and the Unitholders, or between the Unitholders.

Legal counsel - no separate advice

Houthoff Buruma acts as Dutch legal counsel to the Fund and the Manager. In connection with the Fund's offering of Units and subsequent advice to the Fund and the Manager, Houthoff Buruma will not be representing Unitholders. No independent legal counsel has been retained to represent the Unitholders. Houthoff Buruma's representation of the Fund and the Manager is limited to specific matters as to which it has been consulted by the Manager.

There may exist other matters that could have a bearing on the Fund as to which Houthoff Buruma has not been consulted. In addition, Houthoff Buruma does not undertake to monitor compliance by the Manager and its affiliates with the investment programme, Valuation Procedures and other guidelines set forth herein, nor does Houthoff Buruma monitor ongoing compliance with applicable laws. In connection with the preparation of this Prospectus, Houthoff Buruma's responsibility is limited to matters of Dutch law and it does not accept responsibility in relation to any other matters referred to or disclosed in this Prospectus. In the course of advising the Fund and the Manager, there are times when the interests of Unitholders may differ from those of the Fund and/or the Manager. Houthoff Buruma does not represent the Unitholder's interests in resolving these issues. In reviewing this Prospectus, Houthoff Buruma has relied upon information furnished to it by the Manager and has not investigated or verified the accuracy and completeness of information set forth herein concerning the Fund and/or the Manager.

The European Union Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the 'Savings Directive'), each EU member state requires paying agents (within the meaning of the Directive) established within its territory to disclose to the competent authority of such state details of the payment of interest and other similar income within the meaning of the Directive made to any individual resident in another EU

member state as the beneficial owner of the interest. The competent authority of the EU member state of the paying agent (within the meaning of the Directive) is then required to communicate this information to the competent authority of the EU member state of which the beneficial owner of the interest is a resident. It is determined that Man AHL Diversified Markets EU is a residual entity and that it acts as a paying agent. As a consequence, the Fund discloses on an annual basis to the competent authority details of the payment of interest to any individual resident in another EU member state as the beneficial owner of the interest.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING AND THE FUND WILL FACE ADDITIONAL RISK FACTORS WHICH ARE NOT SET OUT ABOVE AND WHICH CANNOT BE SPECIFIED IN ADVANCE. PROSPECTIVE INVESTORS MUST READ THIS ENTIRE PROSPECTUS INCLUDING ALL APPENDICES AND MUST CONSULT THEIR OWN PROFESSIONAL ADVISERS, BEFORE DECIDING TO INVEST IN THE FUND.

Parties involved in the Fund

Manager

The Manager and AIFM of the Fund is Man Fund Management Netherlands B.V., a private company with limited liability with its registered office in Rotterdam. The Manager is a 100% subsidiary of Man Investments Holdings Limited, a Man Group company. The Manager is authorised by the AFM to act as manager (*beheerder*) of investment institutions (*beleggingsinstellingen*) and to offer participation rights in investment institutions in the Netherlands and has for this purpose been granted a licence within the meaning of Section 2:65 of the FMSA.

The Manager was incorporated on 29 December 1989. The Dutch Ministry for Justice has issued a declaration of non-objection on 2 October 1989 for the incorporation of the Manager under number B.V. 362.939. The articles of association were last amended on 12 October 2011 and the Manager is registered with the trade register of the Chamber of Commerce of Amsterdam under number 24247267.

The Manager has the following four managing directors (*bestuurders*), three of whom are from The Netherlands:

1. Mr AAJ Hopstaken, who is a Dutch resident and has been active in the investment industry since 1992, primarily in the field of private banking and investment banking. From 2003, he has been a director of an investment institution and involved with Man Group, initially as one of the founding partners of an intermediary appointed by Man Group and since 2008 as co-director of Man Investments Nederland B.V. Mr Hopstaken is registered in the register of the Dutch Securities Institute as a senior asset manager and he holds a Master in Business Economics from the Erasmus University, Rotterdam;
2. Mr J Meulenbelt, who is a Dutch resident, has been active in the investment industry since 1985, primarily in the field of Asset Management. Mr Meulenbelt holds a Masters degree in Marketing from TIAS University. Since 2002, he has been a director of ING Fund entities and has experience and knowledge of derivatives, alternative investment funds and products, risk management and organisation management. As a managing director at ING IM Structured Products and later on as a director at ING Real Estate Select he was directly involved in the development of non-listed property investment products and funds. Mr Meulenbelt is currently Executive Consultant of Zanders Treasury and Finance Solutions dealing in advising AIFMs with regard to their risk framework and reporting standards. Mr Meulenbelt is a Registered Investment Analyst and is also registered as a Senior Portfolio Manager III with the Dutch Securities Institute;

3. Mr WYB Johannesma, who is a Dutch resident and has been active in the investment industry since 1990, primarily in the field of private banking and asset management. From 2003, he has been a director of an investment institution and involved with the Man Group, initially as one of the founding partners of an intermediary appointed by the Man Group and since 2008 as co-director of Man Investments Nederland B.V. Mr Johannesma is registered in the register of the Dutch Securities Institute as a senior asset manager and he is registered with the Dutch Association of Financial Professionals (VBA) as an investment analyst; and
4. Mr B Tibbalds, who is Head of Financial Risk for the Man Group, which includes oversight of AHL risk. From 2000 to 2011 he worked at JPMorgan in three distinct roles: an Analyst in counterparty risk technology; a Vice President in market risk management covering Exotic and Hybrid risk; and an Executive Director running in-business risk analysis for the global Equity Exotics trading desks. Prior to 2000 Mr Tibbalds worked at Arthur Andersen Business Consulting specialising in finance system implementations and business process improvement. Mr Tibbalds has a Masters in Mathematical Trading and Finance from Cass Business School.

No other investment institutions are managed by the Manager.

The articles of association, annual reports and financial statements of the Manager are available for inspection at the registered address of the Manager. The financial year of the Manager runs from 1 January to 31 December of each year.

The Manager endorses the DUFAS Principles of Fund Governance which have been implemented in the Manager's operations.

As at the date of this Prospectus, the paid up share capital of the Manager amounts to at least EUR 225,000.

The Manager has appointed a monitoring committee consisting of the following two natural persons:

1. Mr AAJ Hopstaken, who is a Dutch resident and has been active in the investment industry since 1992, primarily in the field of private banking and investment banking. From 2003, he has been a director of an investment institution and involved with Man Group, initially as one of the founding partners of an intermediary appointed by the Man Group and since 2008 as co-director of Man Investments Nederland B.V. Mr Hopstaken is registered in the register of the Dutch Securities Institute as a senior asset manager and he holds a Master in Business Economics from the Erasmus University, Rotterdam; and
2. Ms C. Farrell-Starbuck, who is Head of Compliance for AHL. Before joining AHL, Ms Farrell-Starbuck was head of the Trading & Research Compliance team for Two Sigma Investments,

LLC and Two Sigma Advisers, LLC (“Two Sigma”). In this capacity she led a number of initiatives including the development and implementation of a compliance program focused on quantitative research, algorithmic trading and high frequency trading. Prior to Two Sigma she served as Compliance Officer for Lek Securities Corporation. Ms Farrell-Starbuck holds a bachelor’s degree in Political Science from American University, Washington, D.C.

The monitoring committee analyses all investment decisions that are made in respect of the Fund by the Manager and, on behalf of the Manager, by the Trading Adviser in accordance with the Trading Adviser Agreement.

The Manager covers potential liability risks resulting from those activities which it carries out pursuant to the Regulations through additional own funds and/or Man Group funds which are appropriate to cover potential liability risks arising from professional negligence.

Title Holder

The Title Holder of the Fund is Citco Bewaarder B.V., a private company with limited liability incorporated under the laws of The Netherlands on 10 June 2005, having its seat in Amsterdam and having its address at Telestone 8 – Teleport, Naritaweg 165, 1043 BW Amsterdam, The Netherlands. The Title Holder acts as title holder of the Fund within the meaning of Section 4:37j of the FMSA. Accordingly, the sole responsibility of the Title Holder is to - in accordance with its articles of association - hold the legal title to the assets of the Fund and assume the Fund Obligations in its own name for the economic interest of the Unitholders. The Title Holder will be instrumental in the safekeeping and verification duties of the Depositary (see the section 'Depositary' below).

The Title Holder and the Manager have entered into the Title Holder Services Agreement. Under the terms of the Title Holder Services Agreement the Title Holder and the Manager will render, among other things, the services to the Fund and the Unitholders as specified in the General Terms and Conditions.

The Title Holder will not perform any other activities and will act as title holder solely in respect of the Fund.

The Title Holder is registered with the Chamber of Commerce in Amsterdam under number 34227995. The declaration of no objection from the Ministry of Justice for the incorporation of the Title Holder was given under number B.V. 1326279. The directors of the Title Holder are Messrs JC de Marez Oyens and PGLJ de Vet. Mr de Marez Oyens is currently also managing director of Citco Fund Services (Europe) B.V. Mr de Vet is also managing director of Citco (Luxembourg) S.A. Citco Bewaarder B.V. is

a wholly-owned subsidiary of Citco Fund Services (Nederland) B.V. (of which Mr de Marez Oyens is also a director).

The articles of association, annual reports and financial statements of the Title Holder are available for inspection at the registered address of the Title Holder. The financial year of the Title Holder runs from 1 January to 31 December of each year.

As at the date of this Prospectus the paid up share capital of the Title Holder is EUR 115,000.

Depositary

The Manager has appointed The Bank of New York Mellon SA/NV to act as Depositary pursuant to the Depositary Agreement. The Depositary performs on behalf of the Fund the depositary duties as referred to in Section 4:37f of the FMSA, essentially consisting of:

1. monitoring and verifying the Fund's cash flows;
2. safekeeping of the assets of the Fund, including, *inter alia*, verification of ownership;
3. ensuring that the issue, redemption, cancellation and valuation of Units are carried out in accordance with the General Terms and Conditions and applicable law, rules and regulations;
4. ensuring that in transactions involving assets of the Fund any consideration is remitted to the Title Holder within the usual time limits;
5. ensuring that the Fund's income is applied in accordance with the General Terms and Conditions, applicable law, rules and regulations; and
6. carrying out instructions from the Manager.

In addition, the Manager, the Title Holder and the Depositary have entered into a global custody agreement dated 12 October 2015 pursuant to which the Depositary will provide custody services with respect to certain financial instruments in which the Fund will be trading.

The Depositary is registered with the Chamber of Commerce in Belgium under number 0806.743.159. The Depositary's registered office is at 46 Rue Montoyer, B-1000 Brussels, Belgium. The Depositary acts through its Amsterdam Branch, located at WTC Building, Podium Office, B-Tower, Strawinskylaan 337, 1077 XX Amsterdam, the Netherlands and is represented by its branch manager L.D.A. van Houwelingen.

The articles of association, annual reports and financial statements of the Depositary are available for inspection at the registered address of the Depositary. The financial year of the Depositary runs from January to December of each year.

The Depositary Agreement provides that it will continue in force unless and until terminated by either party giving not less than 90 days' prior written notice to the other, although termination may be

immediate in certain circumstances, such as the insolvency of the Depositary. Upon a(n) (envisaged) removal or resignation of the Depositary, the Manager as the Fund's 'AIFM' shall with due observance of the Regulations and the Depositary Agreement appoint a successor Depositary.

Subject to any discharge of liability as described below, the Depositary is liable to the Fund for any loss of financial instruments within the meaning of Article 100 of the Delegated Regulation and all other losses suffered by the Fund as a result of the Depositary's negligent or intentional failure to properly perform its obligations pursuant to the Regulations.

The Depositary Agreement is expressed to be governed by the laws of the Netherlands and the courts of Amsterdam shall have exclusive jurisdiction in connection with any actions or proceedings (whether contractual or non- contractual in nature) arising directly or indirectly from the Depositary Agreement.

Under the terms of the Depositary Agreement and in accordance with the Regulations, the Depositary has power to delegate its safekeeping function. Subject to any discharge of liability in accordance with the terms of the Depositary Agreement and the Regulations, the liability of the Depositary will not be affected by the fact that it has entrusted to a third party certain of the Investments in its safekeeping. The Manager will notify the Unitholders without delay where any liability has been discharged to a delegate. In order to discharge its responsibility in this regard, the Depositary must exercise due skill, care and diligence in the selection, continued appointment and ongoing monitoring of a third party as a safe-keeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned; and maintain an appropriate level of supervision over the safe-keeping agent; and make appropriate inquiries from time to time to confirm that the obligations of the agent continue to be competently discharged.

The Depositary has entered into written agreements delegating the performance of its safekeeping function in respect of certain of its Investments to the Prime Brokers. As more fully set out in these agreements and in accordance with the Depositary Agreement and the Regulations, the Depositary has transferred its liability for loss of financial instruments to the Prime Brokers pursuant to Article 21 (13) of the Directive which transfer has been expressly accepted by the Prime Brokers. The agreements furthermore make it possible for the Manager, or the Depositary acting on behalf of the Manager, to make a claim against the Prime Brokers in respect of the loss of financial instruments.

The Depositary may, in the course of its business, have potential conflicts of interest where it delegates the safekeeping function to the Prime Brokers. When delegating its safekeeping duties, where conflicts of interest may arise, the Depositary will have regard to its obligations under the Depositary Agreement and applicable laws, in particular, to its obligations to act in the best interests of the Fund and the Unitholders so far as practicable, and will ensure that such conflicts are resolved fairly.

Trading Adviser

The Manager has appointed AHL Partners LLP, a member of the Man Group, to act as the Trading Adviser to the Fund. The Trading Adviser has not been appointed by the Manager to be responsible for the performance of the portfolio management or risk management of the Fund. Rather, the Trading Adviser has been appointed by the Manager to perform specified services to the Fund as further set out in the Trading Adviser Agreement.

The Trading Adviser is authorised and regulated by the FCA in the conduct of its regulated activities in the United Kingdom. A member of the Man Group, the Trading Advisor, along with other Man Group entities, provides access for private and institutional investors worldwide to alternative investment strategies through a range of innovative products and solutions designed to deliver long-term investment performance. The Man Group has a 20-year track record in this field, supported by strong product development and structuring skills as well as an extensive investor service and global distribution network.

The Trading Adviser will seek to achieve the investment objectives of the Fund by allocating funds directly or indirectly to an investment strategy or a number of complementary strategies utilising the investment expertise of AHL.

The Trading Adviser is responsible for advising on the Investments of the Fund's assets and has discretionary authority to invest the same in accordance with the investment objective, investment strategies and investment restrictions set out in this Prospectus, subject to the overall supervision of the Manager.

The Trading Adviser has consented to the inclusion of its name in this Prospectus in the form and context in which it appears and solely in its capacity as the Trading Adviser. Neither this Prospectus, nor the offering of the Units, nor the structure of the transaction, nor the form and substance of the disclosures herein have been issued or approved by the Trading Adviser or any other entity in the Man Group (except for the sections entitled 'AHL's investment philosophy', 'AHL Diversified Programme', 'Risk management', 'Trading Adviser', 'Marketing Adviser', 'Introducing Broker' and 'The Services Manager' of this Prospectus).

The Trading Adviser makes no representation, express or implied, as to the investment returns or performance of the Fund and such statements in this Prospectus, as well as other statements regarding the Fund and the Trading Adviser (including without limitation their respective constitution, objectives and investment policy) and the investment approaches are the sole responsibility of the Manager and not the Trading Adviser. Accordingly, the Trading Adviser will not be responsible to any Unitholder for any matter referred to in this Prospectus and will not be liable to any Unitholder in respect of any alleged act, omission or error (whether or not negligent).

Subject to applicable law, the Trading Adviser may also select a member of the Man Group to purchase or sell or otherwise execute and/or clear transactions on behalf of the Fund and the Trading Adviser, or any of its officers or affiliates may receive a charge from any member of the Man Group or pay a charge to any such entity or charge the Fund in respect of transactions executed and/or cleared on behalf of the Fund.

Pursuant to the Trading Adviser Agreement, the Manager has instructed the Trading Adviser, among other things, to advise the Manager in respect of the investment objective and investment strategies of the Fund and to operate the AHL Diversified Programme.

Currently within the Trading Adviser, the following people are designated as being responsible for oversight of management of the Fund's assets:

Tim Wong is the Executive Chairman of AHL, which was formed through the merger of Man Group's two quantitative investing businesses in February 2013. Tim is also a member of the Man Executive Committee. Prior to this he was the CEO of AHL for 10 years. He joined AHL in 1991 as a research analyst, and later assumed overall responsibility for the day-to-day running of the research and investment management operations. Tim graduated from the University of Oxford in 1991 with a first class honours degree in Engineering Science. He subsequently gained an MSc in Statistics and Operational Research from London University. He is an associate of the UK Society of Investment Professionals.

Matthew Sargaison is the Chief Investment Officer for AHL, with overall responsibility for sector-based research and portfolio management. He served as Chief Risk Officer between 2009 and 2012, prior to which he spent 13 years working at Deutsche Bank, Barclays Capital and UBS. Matthew originally worked for AHL from 1992 to 1995 as a trading system researcher and institutional product designer. Matthew gained his BA/MA in Mathematics from the University of Cambridge in 1991 and a Masters in Advanced Computer Science from the University of Sheffield.

In the event the Trading Adviser designates replacements for Mr Wong or Mr Sargaison, details of the replacements will be advised to the Swiss Financial Market Supervisory Authority (FINMA). Relevant details will be updated at the next revision to the Prospectus.

Under and subject to the terms of the Trading Adviser Agreement, the Manager, the Title Holder and/or the Fund will, separately and independently, indemnify the Trading Adviser from and against any losses to which it may become subject in acting as contemplated under the Trading Adviser Agreement unless and to the extent that such losses are caused by the bad faith, wilful misconduct or gross negligence of the Trading Adviser or the person claiming the benefit of such indemnity.

The Trading Adviser Agreement is to continue until terminated by notice from any party giving the other party not less than 90 days' notice. The Trading Adviser Agreement may be terminated with

immediate effect by any party in certain circumstances including the insolvency of any party or by the Manager and/or the Title Holder if such termination would be in the interest of the Unitholders.

Marketing Adviser

The Marketing Adviser is Man Investments AG, a member of the Man Group, which has principal responsibility for advising the Manager in relation to product structuring and for the set-up, optimisation, coordination and maintenance of an efficient global distribution network.

Under and subject to the terms of the Trading Adviser Agreement, the Manager, the Title Holder and/or the Fund will, separately and independently, indemnify the Marketing Adviser from and against any losses to which it may become subject in acting as contemplated under the Trading Adviser Agreement unless and to the extent that such losses are caused by the bad faith, wilful misconduct or gross negligence of the Marketing Adviser or the person claiming the benefit of such indemnity.

The Trading Adviser Agreement is to continue until terminated by notice from any party giving the other not less than 90 days' notice. The Trading Adviser Agreement may be terminated with immediate effect by any party in certain circumstances including the insolvency of any party or by the Manager and/or the Title Holder if such termination would be in the interest of the Unitholders.

Brokers

The Manager may appoint a number of Brokers to provide clearing services in relation to its trading activities. The Introducing Broker to the Fund is responsible for recommending appropriate Brokers to the Fund as well as actively managing these relationships, ensuring appropriate service levels as well as an adequate diversification of Brokers.

Futures clearing brokers

Credit Suisse Securities (Europe) Limited has been appointed by the Manager and the Title Holder as a futures clearing broker to the Fund pursuant to a 'listed derivatives transactions clearing agreement' dated 16 May 2012, as amended from time to time. The rights, liabilities, duties and obligations of Credit Suisse Securities (Europe) Limited under the 'listed derivatives transactions clearing agreement' were transferred by novation to Credit Suisse International by means of a novation agreement dated 8 September 2015.

Merrill Lynch International has been appointed by the Manager and the Title Holder as a futures clearing broker to the Fund pursuant to an agreement entitled 'Terms of Business for Exchange-Traded Derivatives' dated 7 March 2013.

J.P. Morgan Securities Ltd. has been appointed by Man Investments Limited acting as former trading adviser to the Fund on behalf of the Manager and the Title Holder as a futures clearing broker to the Fund pursuant to a 'client agreement' with an effective date of 13 April 2010. The rights, obligations

and liabilities under the 'client agreement' were assigned and novated by Man Investment Limited to the Trading Adviser by means of a 'deed of assignment and novation' with an effective date of 1 July 2014.

FX brokers

HSBC Bank plc has been appointed by the Manager and the Title Holder as an FX broker to the Fund pursuant to an agreement dated 23 March 2015.

Deutsche Bank AG has been appointed by the Manager and the Title Holder as an FX broker to the Fund pursuant to an agreement dated 22 November 2011.

Royal Bank of Scotland plc. has been appointed by the Manager and the Title Holder as an FX broker to the Fund pursuant to an agreement dated 18 April 2008.

Introducing Broker

The Introducing Broker to the Fund is Man Investments AG, which is a Swiss affiliate of the Broker and member of the Man Group and which has been appointed as the Introducing Broker to the Fund pursuant to the Introducing Broker Agreement.

The Introducing Broker introduced the Manager and the Title Holder to the Broker. The Introducing Broker was involved in the set-up of the Brokerage Accounts.

Services Manager

Man Investments AG has been appointed pursuant to the Fund Services Agreement as the Services Manager. In performing that role, Man Investments AG will be responsible to the Fund for monitoring the Unitholder Services Provider and Registrar and the Valuation Service Provider.

In addition, any enforcement by the Manager, or the Title Holder of its rights under the Fund Services Agreement against the Unitholder Services Provider and Registrar and/or the Valuation Service Provider is subject to a specific conduct of claims process set out in the Fund Services Agreement. Under this process the Services Manager or a member of its group will, unless certain defined exceptions apply, represent the Manager and/or the Title Holder if it is bringing a claim against Citco Fund Services (Cayman Islands) Limited or its delegates or if Citco Fund Services (Cayman Islands) Limited or one of its delegates is bringing a claim against the Manager and/or the Title Holder.

The Manager and the Title Holder (out of the assets of the Fund held by the Title Holder) have agreed to both indemnify and exempt from liability each of the Services Manager, members of its group, its delegates and its associates from losses, liabilities, damages or costs in connection with the Services Manager's appointment and provision of its services, the appointment of service providers or the performance or non-performance of the relevant service provider's duties and/or any untrue statement

of material fact contained in the Prospectus that is not due to fraud, gross negligence or wilful default of the Services Manager, members of its group, its delegates or its associates.

The Fund Services Agreement also includes provisions pursuant to which the Manager and the Title Holder (out of the assets of the Fund held by the Title Holder) have agreed to both indemnify and exempt from liability Citco Fund Services (Cayman Islands) Limited, members of its group, its delegates and its associates from losses, liabilities, damages or costs in connection with the appointment of the service provider or the performance or non-performance of its duties and/or any untrue statement of material fact contained in the Prospectus that is not due to a breach of the Fund Services Agreement by, or the negligence, wilful default, bad faith or fraud of, Citco Fund Services (Cayman Islands) Limited, members of its group, its delegates or its associates

The Fund Services Agreement may be terminated by the Manager and/or the Title Holder giving not less than 3 months' notice in writing to the other parties. In addition, the Fund Services Agreement may be terminated by the Manager and/or the Title Holder at any time by written notice to the other parties with immediate effect if such termination would be in the interest of the Unitholders.

The aggregate liability of Citco Fund Services (Cayman Islands) Limited to the Services Manager, members of the Man Group and the funds, investment companies or other clients of the Services Manager to which it provides services (including the Fund) is subject to a financial cap and, consequently, the Manager and/or the Title Holder (as applicable) may be unable to recover losses incurred by it that would otherwise have been recoverable in the absence of such a financial cap.

Valuation Service Provider

Citco Fund Services (Cayman Islands) Limited has been appointed by the Manager and the Title Holder pursuant to the Fund Services Agreement as Valuation Service Provider to the Fund. The Valuation Service Provider will perform certain valuation and accounting services for the Fund. The Valuation Service Provider may delegate some of its duties with the prior written consent of the Manager, not to be unreasonably withheld.

The Valuation Service Provider is not responsible and will have no liability in connection with any trading decisions of the Fund. The Valuation Service Provider will not provide any investment advisory or investment management services to the Fund. The Valuation Service Provider will not be responsible for and will have no liability in connection with monitoring any investment restrictions or compliance with the investment restrictions.

In determining the Net Asset Value and Net Asset Value per Unit, the Valuation Service Provider will follow the Valuation Procedures. The manner in which the services of the Valuation Service Provider will be performed by, and the liability of, the Valuation Service Provider will be determined in accordance with the Fund Services Agreement, the General Terms and Conditions of the Fund and this Prospectus. For the purpose of calculating the Net Asset Value per Unit, the Valuation Service

Provider shall in certain circumstances, and shall be entitled to, rely on, and will not be responsible for and will have no liability in connection with the accuracy of, financial data furnished to it by various third parties which may include the Manager, the prime broker(s), market makers and/or independent third party pricing services including any external valuer within the meaning of the Directive.

The parties agree that that where the Valuation Service Provider is calculating the Net Asset Value and Net Asset Value per Unit, in accordance with recital (80) of the Delegated Regulation, it shall not be deemed to be providing the services of an external valuer for the purposes of the Directive unless separately agreed between parties in writing under separate agreement to provide such external valuation services.

Unitholder Services Provider and Registrar

Citco Fund Services (Cayman Islands) Limited has been appointed by the Manager and the Title Holder pursuant to the Fund Services Agreement as Unitholder Services Provider and Registrar. The Unitholder Services Provider and Registrar will perform certain general unitholder services including maintaining the register of Unitholders and processing certain Anti-Money Laundering Documents.

Pursuant to the Fund Services Agreement, the Unitholder Services Provider and Registrar may delegate its duties with the prior written consent of the Manager, not to be unreasonably withheld.

Citco Fund Services (Cayman Islands) Limited is a licensed mutual fund administrator, authorised and regulated by the Cayman Islands Monetary Authority. Citco Fund Services (Cayman Islands) Limited was incorporated in the Cayman Islands and is licensed under registered number 3054. Citco Fund Services (Cayman Islands) Limited is a member of the Citco group of companies.

FATCA Services

Citco Fund Services (Cayman Islands) Limited has been appointed by the Manager pursuant to the FATCA Services Agreement to perform certain FATCA related services with respect to the Fund.

Prime Brokers

Morgan Stanley & Co. International plc

Morgan Stanley & Co International plc. ('MS'), a member of the Morgan Stanley Group of companies, based in London, will provide prime brokerage services to the Fund under the terms of the International Prime Brokerage Agreement dated 9 January 2015 among the Manager, the Title Holder and MS for itself and as agent for certain other members of the Morgan Stanley Group of companies (the 'MS Companies') (the "MS Prime Brokerage Agreement") and the custodian services agreement (and the amendment agreement thereto) dated 9 January 2015 between MS and the Depositary, certain clauses of which are to be acknowledged and agreed by the Manager and the Title Holder (the 'Custodian Services Agreement'), (the MS Prime Brokerage Agreement and the Custodian Services

Agreement, together the “MS Agreement”). These services may include the provision to the Fund of margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The Manager may also utilise MS, other MS Companies and other brokers and dealers for the purposes of executing transactions for the Fund. MS is authorised by the Prudential Regulatory Authority ('PRA') and regulated by the FCA and the PRA.

Under the terms of the Custodian Services Agreement, MS will be appointed as a sub-custodian of certain assets of the Fund by the Depository and MS will therefore also provide a custody service for certain of the Investments, including documents of title or certificates evidencing title to Investments, held on the books of MS as part of its prime brokerage function in accordance with the terms of the MS Agreement and the rules of the FCA. MS may appoint sub-custodians, including the MS Companies, of such Investments.

In accordance with the FCA Rules, MS will record and hold Investments held by it as custodian in such a manner that the identity and location of the Investments can be determined at any time and that such Investments are readily identifiable as belonging to a customer of MS and are separately identifiable from MS's own investments. Furthermore, in the event that any of the Investments are registered in the name of MS where, due to the nature of the law or market practice of jurisdictions outside the United Kingdom, it is in the Fund's best interests so to do or it is not feasible to do otherwise, such Investments may not be segregated from MS's own investments and in the event of MS's default may not be as well protected.

MS will treat money received from the Fund as client money ('Client Money') in accordance with the terms of the FCA rules. The legal and regulatory regime applying to parties holding Client Money outside the EEA may be different to that of the UK and in the event of their default such money may be treated in a different manner from that which would apply if the money was held by such a party in an EEA state.

As security for the payment and discharge of all liabilities of the Manager and the Title Holder to MS and the MS Companies, the Investments, including cash, held by MS and each such MS Company will be charged by the Title Holder in their favour. Investments and cash may also be deposited with MS and other members of the MS Companies as margin and will also constitute collateral for the purposes of the FCA rules.

The Investments may be borrowed, lent or otherwise used by MS and the MS Companies for its or their own purposes, and the market value of Investments borrowed, lent or otherwise used by MS and the MS Companies may not exceed 120% of the adjusted value, as defined in the MS Prime Brokerage Agreement, whereupon such Investments will become the property of MS or the relevant MS Company and the Title Holder will have a right against MS or the relevant MS Company for the return of equivalent assets. The Title Holder will rank as an unsecured creditor in relation thereto and,

in the event of the insolvency of MS or the relevant MS Company, the Title Holder may not be able to recover such equivalent assets in full.

Subject to (i) the discharge agreed between the Depositary and MS of the Depositary's liability for losses of financial instruments in accordance with Article 21 (13) of the Directive by transferring such liability to MS which transfer has been expressly accepted by MS and (ii) the specific indemnity agreed between the Depositary and MS for loss of financial instruments held in custody by MS, neither MS nor any MS Company will be liable for any loss to the Manager and the Title Holder resulting from any act or omission in relation to the services provided under the terms of the MS Agreement unless such loss results directly from the negligence, wilful default or fraud of MS or any MS Company. The Custodian Services Agreement makes it possible for the Manager, or the Depositary acting on behalf of the Manager, to make a claim against CS in respect of the loss of financial instruments.

Neither MS nor any other MS Company shall have any liability or responsibility for any act or omission of the Depositary and shall be under no obligation to monitor or supervise the Depositary. The Depositary shall remain liable for all applicable monitoring, oversight and supervision of the Manager and its agents' investment decisions and for ensuring their conformity with applicable law and regulation and neither MS nor any other MS Company assumes any liability or responsibility in this regard. MS will not be liable for the solvency, acts or omissions of any sub-custodians or other third party by whom or in whose control any of the Investments or cash may be held. MS and the MS Companies accept the same level of responsibility for nominee companies controlled by them as for their own acts. The Manager and the Title Holder will indemnify MS and the MS Companies against any loss suffered by, and any claims made against, them arising out of the MS Agreement, save where such loss or claims result primarily from the negligence, wilful default or fraud of the indemnified person.

MS may terminate the MS Prime Brokerage Agreement on 30 business days' written notice to the Manager and the Title Holder, and the Manager and the Title Holder may terminate on 5 business day's written notice to MS.

MS will be a service provider to the Fund and will not be responsible for the preparation of this document or the activities of the Fund and will therefore not accept responsibility for any information contained in this Prospectus. MS will not participate in the investment decision-making process.

Credit Suisse Securities (Europe) Limited

Credit Suisse Securities (Europe) Limited ('CS'), a subsidiary of Credit Suisse AG and based in London, will provide prime brokerage services to the Fund pursuant to the Master Prime Brokerage Terms dated 24 December 2014 supplemented by CS's standard terms and conditions (the 'PB Terms').

The services provided by CS to the Fund may include clearance and settlement, custody of assets, securities lending, financing and foreign exchange. The Manager may also utilise CS, other members of the Credit Suisse Group (“CS Affiliates”) and other brokers and dealers for the purposes of executing transactions for the Fund.

CS is authorised by the PRA and regulated by the FCA and PRA in the conduct of its investment business and has financial resources in excess of US\$200 million (or its equivalent in another currency). CS's parent company, Credit Suisse AG, has been assigned a credit rating as at the date of this Prospectus of A1 for long term credit and P-1 for short term credit by the credit agency Moody's Investor Services and A for long term credit and A-1 for short term credit by the credit agency Standard & Poor's.

As security for the payment and performance by the Title Holder of all of its obligations to CS all investments of the Fund held by CS will be subject to a security interest in favour of CS on trust for itself and each CS Affiliate.

All rights, title and interest in securities, financial instruments or other property of the Title Holder (other than cash) transferred by the Title Holder to CS, shall pass to CS free from all liens, charges and encumbrances ('Rehypothecated Assets'), subject to an obligation of CS to transfer equivalent assets back to the Title Holder, provided that the Rehypothecated Assets may not at any time exceed an amount equal to 110% of the aggregate indebtedness of the Title Holder to CS.

Any Rehypothecated Assets may be sold, borrowed, lent or otherwise transferred or used by CS for its own purposes in which event the Title Holder will have a right against CS for the return of assets equivalent to the Rehypothecated Assets so used. To the extent so used, any such Rehypothecated Assets will not be segregated from other assets belonging to CS and may be available to creditors of CS in the event of its insolvency.

Pursuant to the the PB Terms, the Manager and the Title Holder will indemnify CS and CS Affiliates for any loss, claim, damage or expense incurred or suffered by such CS entities arising out of the performance by such CS entity of services for the Fund pursuant to the PB Terms or other losses, claims, damages or expenses related to the PB Terms as set out in the PB Terms, unless such losses, claims, damages or expenses have been caused by CS or CS Affiliates by their negligence, fraud or wilful default, or breach of the PB Terms.

CS and the Depositary entered into a sub-custodian agreement dated 24 December 2014 under which the Depositary delegates its safekeeping obligations under Article 21(8)(a) of the Directive to CS in respect of financial instruments that are capable of being held in custody in accordance with Article 21(8)(a). CS will carry out the duties referred to in Article 21(8)(a) of the Directive as applicable to an entity to whom such duties have been delegated in accordance with Article 21(11) of the Directive.

CS shall keep such records in such a manner to enable it at any time and without delay to identify the securities and financial instruments that are part of the Fund and to distinguish them from its own assets, assets of its other clients and assets of the Depositary. CS shall at all times comply with the requirements of Article 99(2) of the Delegated Regulation.

Where CS delegates to a third party the holding of securities and financial instruments of the Fund held by CS, CS undertakes to comply with all obligations referred to in Article 21(11) of the Directive and Articles 88, 98(4) and 99 of the Delegated Regulation and CS shall only sub-delegate the holding of financial instruments of the Fund where there is an objective reason for doing so, and such sub-delegation is not made in order to avoid the requirements of the Directive and the Delegated Regulation. CS shall ensure, where it replaces a sub-delegate, that the above mentioned articles of the Directive and the Delegated Regulation continue to be met both during any transition period and upon the appointment of the new sub-delegate.

Pursuant to the sub-custody agreement, the Depositary has discharged its liability for losses of financial instruments in accordance with Article 21 (13) of the Directive by transferring such liability to CS which transfer has been expressly accepted by CS. The sub-custody agreement makes it possible for the Manager, or the Depositary acting on behalf of the Manager, to make a claim against CS in respect of the relevant loss of financial instruments. In addition, CS shall be liable for the Depositary's direct damages resulting from the negligence, wilful default or fraud of CS or any CS Affiliates in connection with the sub-custody agreement, and CS indemnifies the Depositary from the amount paid out by the Depositary to the Manager, the Title Holder, the Trading Adviser on behalf of the Manager or a Unitholder, due to the Depositary becoming liable under the first two sub-paragraphs of Article 21(12) of the Directive (in accordance with Articles 100 and 101 of the Level 2 Regulation) for a loss of financial instruments held in custody in respect of securities or financial instruments that are part of the Fund custodied with CS or its sub-delegate, except where such sub-delegate is the Depositary or an affiliate of the Depositary and/or CS demonstrates that such loss is not caused by the negligence, intentional failure or fraud of CS and/or the loss is caused by the acts or omissions of the Depositary or any of its affiliates.

Money received or held by CS pursuant to the PB Terms will not be subject to the protections conferred by the rules of the FCA relating to the holding and treatment of client money ('Client Money Rules'), will not be segregated from CS's own money and will be used by CS in the course of its own business. Consequently, the Title Holder will rank as a general creditor of CS with respect to such money; provided that any credit cash balances held by CS in excess of the absolute value of all obligations owed by the Title Holder to CS on any business day shall be held subject to the protections conferred by the Client Money Rules.

CS may terminate the PB Terms on twenty business days' written notice to the Manager and the Title Holder, and the Manager and the Title Holder may terminate on one business day's written notice to CS.

CS will be a service provider to the Fund and will not be responsible for the preparation of this document or the activities of the Fund and will therefore not accept responsibility for any information contained in this Prospectus. CS will not be an investment adviser or other adviser to the Fund and will not participate in the investment decision-making process.

The Manager reserves the right to change the arrangements described above by agreement with CS and/or, in its discretion, to appoint additional or alternative prime broker(s) and custodian(s).

Supporting services

HJCO Capital Partners B.V. has been appointed by the Manager pursuant to a services agreement dated 22 July 2014 to perform, among other things, certain financial, tax and company secretarial services.

Auditors

Ernst & Young Accountants LLP, The Hague, has been appointed as external auditors to the Fund. The Fund publishes the financial statement audited by Ernst & Young Accountants LLP at the end of each financial year.

Legal adviser

Houthoff Buruma, Amsterdam are legal advisers to the Fund in all questions relating to Dutch law.

General

Service providers, and/or the fees and expenses payable to service providers, may change over time if the Manager and/or the Title Holder, as the case may be, approve such changes as being in the best interests of the Unitholders, who will be notified of any material changes.

Other service providers

The Manager, the Depositary and/or the Title Holder may at any time appoint any other service provider if they deem that to be in the interest of the Fund and the Unitholders. In appointing service providers, the Manager, the Depositary and the Title Holder comply and will continue to comply with the applicable requirements set out in the Regulations.

Rights against third parties, including third party service providers

Unitholders have generally no direct rights against the Fund's service providers. As set out in the Depositary Agreement, the Depositary will however be liable to the Fund as well as to the Unitholders

for any loss arising from the Depositary's negligence or its intentional failure to properly fulfil its obligations pursuant to the Directive.

The Fund is reliant on the performance of third party service providers, including the Trading Adviser, the Depositary, the Title Holder, the Services Manager, the Marketing Adviser, the Valuation Service Provider, the Introducing Broker, the Unitholder Services Provider and Registrar, the Swiss Representative, the Swiss Paying Agent and the Auditors, whose details are set out elsewhere in this Prospectus. No Unitholder will have any direct contractual claim against any of the Fund's service providers with respect to such service provider's default, unless otherwise specified in the agreements with the Fund's service providers.

Any Unitholder who believes they may have a claim against any of the Fund's service providers in connection with its investment in the Fund, should consult its own legal advisers.

Offer, valuation, subscription and redemption

Units

Applicants to whom Units are issued will have their names entered in the Fund's register of Unitholders. Title shall pass to Unitholders when their names are entered in the Fund's official register of Unitholders.

The Manager does not intend to issue any Unit certificates to Unitholders. A contract note will be issued by the Unitholder Services Provider and Registrar to each Unitholder confirming allocation.

Units purchased for those under 21 years of age must be subscribed for in the name of the parent or guardian, but the minor may be designated for the purposes of identification.

With effect from 19 December 2014, the Tranche A Units are no longer available for subscription.

Identification

The following are the identification details of the Units:

Units	ISIN code ¹
Tranche A Units	NL0000319606
Tranche B Units	NL0009086982
Tranche C Units	NL0010200549
Tranche D Units	NL0010949376

Offer

Units are offered by the Manager to investors weekly on each Dealing Day (except when the calculation of the Net Asset Value per Unit has been deferred) at the Subscription Price per Unit increased, in the case of Tranche B Units, with a surcharge of up to 3.00% as further described in the section entitled 'Other fees and expenses' of this Prospectus. The Subscription Price per Unit in EUR is determined as follows:

- (a) when the Net Asset Value attributable to the relevant Tranche is determined, i.e. on the Valuation Day of the week which follows the corresponding Application;
- (b) by dividing the amount calculated on the corresponding Valuation Day under (a) above by the number of Units of the relevant Tranche issued per that date; and

¹ Notwithstanding the fact that Units have ISIN codes, they are not traded through the Clearing Systems. See for further information the section entitled 'Clearing Systems' of this Prospectus.

- (c) by deducting from the resulting amount, if necessary, an amount necessary for rounding down to the nearest cent.

According to the General Terms and Conditions, the Manager has the authority to effect the issue of Units, and the acceptance or rejection of an Application for Units, either wholly or in part, is absolutely at the Manager's discretion.

If the Manager rejects an Application or part thereof, the monies sent with the Application are returned as soon as practically possible after the Application has been rejected, without any interest added and at the Applicant's risk and cost. All Units will have equal status.

All valuations will be done in accordance with the Regulations and Dutch GAAP.

Minimum Subscription, Applications and settlements

All subscriptions must be undertaken in EUR. Units may only be subscribed for by submitting an Application Form (and Anti-money Laundering Documents) to the Unitholder Services Provider and Registrar. An Application Form may be obtained from the Unitholder Services Provider and Registrar.

No Applications may be withdrawn once received by the Unitholder Services Provider and Registrar (without the consent of the Manager) and any interest accruing upon monies received by the Manager, the Title Holder and/or the Unitholder Services Provider and Registrar prior thereto will be for the benefit of the Fund. A contract note will be issued to each Unitholder by the Unitholder Services Provider and Registrar before the close of business on the 30th Business Day following the applicable Dealing Day, however it is expected that a contract note will normally be issued within three Business Days following the date on which the calculation of the Net Asset Value per Unit is available.

The initial Minimum Subscription per Applicant is

- (a) EUR 1,000,000 in respect of the Tranche D Units; and
- (b) EUR 10,000 in respect of the Tranches B Units and the Tranche C Units.

A Unitholder may increase its holding of Units in increments of not less than EUR 10,000.

The last calculated Net Asset Value per Unit of the relevant Tranche can be requested from the office of the Unitholder Services Provider and Registrar on any Business Day during business hours and will be available on: www.maninvestments.com within five Business Days after the release of the Valuation Day.

Applications should be made by:

- (c) completing and signing the Application Form;
- (d) sending the completed and signed Application Form (and applicable Anti-money Laundering Documents) to the Unitholder Services Provider and Registrar at the contact address stated in the Application Form; and
- (e) remitting (or causing to be remitted) cleared funds into the subscription account in the amount in EUR that the Applicant wishes to subscribe for Units.

Application Forms must be received by the Unitholder Services Provider and Registrar no later than the Application Closing Date. Application Forms sent to a regional office of the Man Group instead of directly to the Unitholder Services Provider and Registrar are sent at the sole risk of the Applicant and will only be accepted by the Unitholder Services Provider and Registrar if the relevant regional office has sent on those Application Forms within such timeframe that those Application Forms may reasonably be handled by the Unitholder Services Provider and Registrar at the Application Closing Date. Subscription monies should be sent by interbank transfer to the subscription account (for details of banking instructions see the Application Form) and must be cleared in the subscription account on the third Business Day prior to the relevant Dealing Day. Application Forms may initially be sent by fax or e-mail (subject to the section entitled 'Indemnity for fax and/or e-mail transmissions' of this Prospectus) to the Unitholder Services Provider and Registrar provided that the applicable subscription monies are received by the Unitholder Services Provider and Registrar within the time limit set out above. If the Application Form is sent by fax or e-mail, the applicable Anti-money Laundering Documents should be sent by post to arrive with the Unitholder Services Provider and Registrar as soon as possible after the fax or e-mail. The Manager may at its discretion, at any time, demand from the Applicant that the original Application Form is sent by post.

Application Forms that are not duly completed may, at the Manager's absolute discretion, be rejected. The Manager may, in its absolute discretion, reject any Application without giving any reason or approve the issue to the Applicant of less Units than the number comprising the Application. In such event, the Applicant's subscription monies, or any balance thereof, as appropriate, will be returned to the Applicant via bank transfer without interest and at the Applicant's risk.

Any Application Forms received after the relevant Application Closing Date will not (unless received prior to the Valuation Day and the Manager agrees otherwise) be accepted for subscription on the Dealing Day immediately following that Application Closing Date (the 'Missed Dealing Day') but will be held over until, and shall be deemed to be for subscription on, the next Dealing Day after the Missed Dealing Day.

All Units shall be issued only if the Subscription Price increased with a possible surcharge (as the case may be) has been paid into the assets of the Fund within the periods mentioned above.

If any subscription monies are received into the subscription account late (i.e. after the third Business Day prior to the relevant Dealing Day) the Application to which those subscription monies relate will (unless the Unitholder Services Provider and Registrar receives instructions in writing to the contrary from the Manager) be held over until, and shall be deemed to be for subscription on, the next Dealing Day after the Missed Dealing Day.

Notwithstanding other provisions in this Prospectus, where a Unitholder has approval from the Unitholder Services Provider and Registrar and has previously completed a full Application Form and submitted all applicable Anti-money Laundering Documents, the Unitholder may increase its holding of Units without having to complete a full Application Form (they may use the short application form provided for this purpose by the Unitholder Services Provider and Registrar).

Clearing Systems

Should potential investors wish to hold Units through the Clearing Systems, they should direct a request for this to the Manager. The Manager may always accept or reject such request at its discretion.

Anti-money laundering

The Manager is under a responsibility with respect to legislation to observe international regulations on money laundering. For this reason, current Unitholders, potential Applicants or recipients of Units will be asked to provide evidence of their identity and the Manager and/or the Unitholder Services Provider and Registrar may require a detailed verification of a prospective investor's identity. Until such satisfactory evidence has been received from potential Applicants or recipients, the Manager reserves the right to withhold the issue of Units or not to approve the transfer of Units or may withhold payment of redemption proceeds. In the case of delay in providing satisfactory evidence of identity, the Manager and the Title Holder may take such measures as they deem appropriate, including legal measures, to make a compulsory repurchase of the Units issued.

Although the Manager and/or the Unitholder Services Provider and Registrar reserve the right to request a detailed verification of a prospective investor's identity, such verification should not be necessary if the prospective investor is a Qualified Financial Institution (including branches of Qualified Financial Institutions established outside The Netherlands) with its registered office in a state, not being a European Union member state, that is an approved jurisdiction in terms of the Know Your Customer policy of the Unitholder Services Provider and Registrar.

The following countries were considered "Approved Countries" under the Know Your Customer policy of the Unitholder Services Provider and Registrar as at 1 July, 2012: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Guernsey, Hong Kong, Iceland, Ireland, Italy, Japan,

Jersey, Luxembourg, The Netherlands, New Zealand, Portugal, Singapore, Spain, Sweden, Switzerland, United Kingdom and United States of America. This list may be amended from time to time.

The identification aims to identify the beneficial owner of the investment and with regard to legal persons, trusts and similar legal arrangements, takes a risk-based and adequate procedure to understand the ownership and control structure of the prospective investor. As a general rule, natural persons wishing to invest in the Fund will be required to furnish a certified copy of their passport and proof of address.

Furthermore, subscriptions will be cross checked against lists held by various international agencies in order to establish that the persons or entities subscribing have not been blacklisted or are wanted in connection with a criminal investigation. Such international agencies include the Bahamas Financial Intelligence Unit, the Central Bank of Ireland, the FBI and the Bank of England. Other agencies will be consulted as and when appropriate.

Finally it should be noted that redemption payments will only be paid to a bank account held in the name of the registered owner of the Units. In order to comply with relevant anti-money laundering legislation and Know Your Customer policies any redeeming Unitholder may be asked to provide additional information or documents, and redemption proceeds may be withheld pending receipt of such information or documents.

Subscription account

An interest bearing subscription account has been opened in the name of the Title Holder with Citco Bank Nederland N.V. Monies credited to this account will be managed for the Applicant in question on trust, until the Units are allocated.

Following the issue of the Units, all credits on the subscription account belong unreservedly to the Title Holder.

Determination of results

Realised and non-realised profits and losses are being incorporated in the profit and loss account, reduced by transaction costs including price increases and price losses on foreign currency. Costs are being allocated to the period to which they relate to, based on the matching principle.

Calculation of the Net Asset Value

The Net Asset Value for each Tranche of Unit on any Valuation Day is equal to the Net Asset Value attributable to the relevant Units on this Valuation Day divided by the number of Units of the relevant Tranche(s) of Units in issue at that time. The Net Asset Value of the Fund is expressed in EUR.

The Net Asset Value of the relevant Tranche of Units is equal to the value of all the assets of the Tranche of Units less all respective Fund Obligations. The assets of a Tranche of Units include, without limitation, the value of that part of the Fund that is attributable to that particular Tranche of Units. Fund Obligations of the Tranche include, without limitation, fees (including advisory fees and performance fees, where applicable), pro rata share of the general expenses and commissions accrued in the period up to the Valuation Day.

The calculation of the Net Asset Value is the responsibility of the Valuation Service Provider and is the result of the assets of the Fund less the Fund Obligations.

The value of the assets of the Fund and the Fund Obligations will be determined, among other considerations, by taking *inter alia* the following provisions into account:

- (a) all calculations based on the value of Investments quoted or traded on any investment market are carried out on the basis of the latest market quotation (or, if there has been no trading, at the latest bid price for long positions or the selling price for short positions) at the best known futures exchanges for such Investments at the close of business or on any over-the-counter market, if a deal has been closed;
- (b) all calculations based on the value of Investments traded over-the-counter, including Investments on the interbank currency market, which is the principal exchange in these matters, are made taking into consideration the mean between the last bid price and selling price quoted at this exchange;
- (c) if there are no exchange quotations as described above, or if they cannot be determined or are not representative, the value in question is determined on the basis of the attainable realisation proceeds of the Manager, estimated with due care and in good faith. The value thus determined will be confirmed by a person, company or association which is active in trading with securities and contracts and which has been approved by a person who is qualified to do so in the opinion of the Manager and the Title Holder;
- (d) forward foreign exchange contracts will be valued by reference to the price on the Valuation Day at which a new forward contract of the same size and maturity could be undertaken; and
- (e) the Manager may, at its absolute discretion, permit some other method of valuation to be used if (i) it reasonably considers that such valuation more appropriately reflects fair value; (ii) no price quotations are available in the manner as provided above in which case the value shall be determined in such manner as the Manager shall reasonably determine, which may include the reasonable use of estimates and/or the appointment of an independent valuer; or (iii) the Manager considers it appropriate for the Trading Adviser to assist actively in the calculation of the Net Asset Value, including but not limited to the

sourcing of prices and other information to be used in determining the value of assets and liabilities.

The Net Asset Value for each Tranche of Unit will be published on the website of the Manager.

The Title Holder and Unitholder Services Provider and Registrar shall not be involved with the calculation of the Net Asset Value.

Anyone who has suffered damages as a result of a statement from the Manager, the Depositary, the Title Holder or the Fund of an incorrect Net Asset Value per Unit as a result of a calculation error or another cause, is entitled to compensation if:

- (a) the difference between the reported Net Asset Value per Unit and the true Net Asset Value per Unit (the 'difference') amounts to more than 0.50%; and
- (b) the compensation amounts to at least EUR 100.

The Manager and the Title Holder are only liable if, and to the extent that, they would be liable under the General Terms and Conditions.

The amount of compensation will be at the most the amount of the difference to the extent it surpasses the abovementioned percentage, multiplied with the number of Units in respect of which a transaction has come into effect with a price calculated on the basis of the wrong Net Asset Value.

Suspension of valuation and suspension of redemption payment

The Manager may suspend the determination of the Net Asset Value per Unit and the issue and redemption of Units in the following extraordinary circumstances:

- (a) for the whole or part of any period in which an exchange or a market on which a significant proportion of the Investments are quoted or traded is closed (other than at weekends or official holidays), if trading at this exchange or market is suspended or if any restrictions have been imposed on trading at this exchange or market;
- (b) if any disruption arises with respect to any of the means normally employed to determine the Net Asset Value or the value of the Investments, or if the Net Asset Value, the value of the Investments or other assets of the Title Holder cannot otherwise reasonably be determined, or cannot be determined in accordance with the procedure, speed or accuracy desired by the Manager;
- (c) if, owing to exchange controls or restrictions on other asset transfers, the Fund can no longer transact its business;

- (d) if there are factors relating to the political, economic, military or monetary situation over which the Manager has no say that make it impossible for the Manager to determine the Net Asset Value and/or the value of the Investments; and/or
- (e) if large-scale withdrawals of Units which may significantly endanger the interests of the other Unitholders arise as a result of which it is practically impossible to promptly comply with the total redemption applications.

If the total redemption applications in one Dealing Day exceed 10.00% of the total number of Units in issue, each application for redemption may be proportionately reduced, if this is necessary and desirable in the judgement and good faith of the Manager exclusively, in order not to damage the interests of the remaining Unitholders. Each application for redemption reduced in this way should be executed on the following Dealing Day in priority over subsequent redemption applications, always subject to the above provisions.

The Manager may also suspend the payment of a redemption (or part thereof) in circumstances in which Investments cannot be made liquid in sufficient time for the redemption applications to be fulfilled without significant detrimental effect upon the Fund. However, suspension can only be effected to the extent that the Title Holder has not received the liquid resources from Investments. Each suspension of this kind must be lifted not later than 30 days after the date of declaration of the suspension.

Redemption of Units

Redemptions may be made on a weekly basis on a Dealing Day. Unitholders must submit to the Unitholder Services Provider and Registrar a Redemption Form by 23:00 (Dutch time) three Business Days prior to the relevant Dealing Day on which the redemption is required to be made. Upon the delivery of a Redemption Form, properly filled out by a Unitholder, Units may be redeemed on each Dealing Day at the Net Asset Value per Unit calculated as at the Valuation Day immediately preceding the Dealing Day on which the redemption is to be effected. Any Redemption Form received after this time will not be processed on that Dealing Day but on the following Dealing Day.

Every Unitholder has the right to require the Manager and the Title Holder to redeem its Units on a Dealing Day (save during any period when the calculation of the Net Asset Value per Unit is temporarily suspended). The Minimum Redemption is EUR 5,000.

The redemption price shall be ascertained by:

- (a) determining the Net Asset Value calculated as at the Valuation Day immediately preceding the relevant Dealing Day;

- (b) dividing the amount calculated under (a) above by the number of Units of the relevant Tranche(s) of Units then in issue or deemed to be in issue at the relevant Valuation Day; and
- (c) deducting therefrom such amount as may be necessary to round the resulting amount down to the nearest cent, and subject to the deduction of a sliding scale redemption fee as far as it concerns the redemption of Tranche A Units as further described in the section entitled 'Fee for early redemption of Tranche A Units' of this Prospectus.

The Manager is under no obligation to pay any redemption proceeds until the Anti-money Laundering Documents have been received by the Unitholder Services Provider and Registrar.

Payment of redemption proceeds to Unitholders will usually be made five Business Days after the date on which the calculation of the Net Asset Value per Unit is available to the Unitholder Services Provider and Registrar. Payment of redemption proceeds will be at the Unitholder's expense and risk provided that any bank wire charges taken by the Fund's bank associated with the payment of redemption proceeds to investors will be borne by the assets of the Fund rather than by the redeeming Unitholder.

Redemption of Units cannot take place if, as a result of such redemption, the Unitholder would hold Units in a subscription amount of less than the Minimum Holding, unless the Unitholder redeems his entire holding of Units, or unless the Manager decides otherwise.

There are sufficient safeguards present to make sure that, except for statutory requirements and the suspension events set out above, Units can be directly or indirectly redeemed against the Fund's assets upon request.

The period between the Dealing Day and the payment of proceeds is necessary to allow time for the valuation of positions to be received by the Valuation Service Provider and used to produce the Net Asset Value per Unit and for the processing for the relevant Redemption Forms.

On any redemption, the Manager and the Title Holder acting together may divide *in specie* the whole or any part of the assets of the Fund and appropriate such assets in satisfaction or part satisfaction of the redemption proceeds.

Unitholders are not entitled to withdraw a request for redemption unless the Manager determines otherwise or unless the determination of the Net Asset Value per Unit has been suspended (see the section entitled 'Suspension of valuation and suspension of redemption payment' of this Prospectus).

Fee for early redemption of Tranche A Units

Some of the costs associated with the marketing of the Fund are paid by the Introducing Broker and are not charged to the Fund. If Tranche A Units are redeemed before they have been in issue for the periods stated below, the Net Asset Value of the redeemed Tranche A Units less a fee charged for early redemption in accordance with the scale shown below is paid to the Unitholder. This redemption fee is levied by the Manager for the benefit of the Introducing Broker in connection with the abovementioned marketing costs. The Manager and the Introducing Broker may, at their sole discretion, waive or reduce the redemption fee levied as part of the redemption of Tranche A Units on objective and reasonable grounds. The fee scale for early redemption of Tranche A Units is as follows:

For each Unit redeemed on a Dealing Day	Redemption fee
during the first calendar year after the issue of that Unit	3.00% of Net Asset Value per Unit
during the second calendar year after the issue of that Unit	3.00% of Net Asset Value per Unit
during the third calendar year after the issue of that Unit	2.00% of Net Asset Value per Unit
during the fourth calendar year after the issue of that Unit	2.00% of Net Asset Value per Unit
during the fifth calendar year after the issue of that Unit	1.00% of Net Asset Value per Unit
during the sixth calendar year after the issue of that Unit	1.00% of Net Asset Value per Unit

There will be no redemption fee imposed on Tranche A Units which are redeemed after they have been in issue for more than six years. Tranche A Units will be treated as being redeemed on a 'first in first out' basis. For the avoidance of doubt, no redemption fee will be payable in respect of the redemptions of any Tranche B Units, Tranche C Units and Tranche D Units.

Compulsory redemption of Units by the Manager

The Manager may redeem Units compulsorily if:

- (a) it becomes aware or believes that such Units are held, or are beneficially owned, by a person who is a Non-qualified Person;
- (b) it becomes aware or believes that such Units or Unitholder expose(s) the Fund to adverse tax or regulatory consequences; or

- (c) a Unitholder (or the ultimate beneficial holder of the Units held by a Unitholder) fails to disclose its identity to the reasonable satisfaction of the Manager or Unitholder Services Provider and Registrar.

Switches to Tranche C Units or Tranche D Units

A Unitholder has the option to:

- (a) switch Tranche A Units and/or Tranche B Units to Tranche C Units by means of a written request to the Unitholder Services Provider and Registrar. This switch must take place by means of (i) a redemption of the Tranche A Units and/or Tranche B Units (as the case may be) that are the subject to the switch request and (ii) the subsequent issuance of new Tranche C Units to the relevant Unitholder against the amount of the relevant proceeds from the redemption of the Tranche A Units and/or Tranche B Units (as the case may be); and/or
- (b) switch Tranche A Units, Tranche B Units and/or Tranche C Units to Tranche D Units by means of a written request to the Unitholder Services Provider and Registrar. This switch must take place by means of (i) a redemption of the Tranche A Units, Tranche B Units and/or Tranche C Units (as the case may be) that are the subject to the switch request and (ii) the subsequent issuance of new Tranche D Units to the relevant Unitholder against the amount of the relevant proceeds from the redemption of the Tranche A Units, Tranche B Units and/or Tranche C Units (as the case may be).

It should be noted that the sliding scale redemption fee, if any, as further described in the section entitled 'Fee for early redemption of Tranche A Units' of this Prospectus shall be deducted from the redemption proceeds before Tranche C Units and/or Tranche D Units (as the case may be) are issued insofar as the switch concerns the redemption of Tranche A Units. It should also be noted that the upfront surcharge paid in respect of Tranche B Units as further described in the section entitled 'Other fees and expenses' of this Prospectus will not be reimbursed in connection with the switch.

Switches should be made in accordance with the procedures for redemption and application as set out in this Prospectus and the General Terms and Conditions provided that:

- (a) switches may be made on a weekly basis on a Dealing Day by:
 - (i) completion and signing of the Switch Form (instead of a Redemption Form);
 - (ii) completing and signing of the Application Form in respect of the Tranche C Units and/or Tranche D Units (as the case may be); and

- (iii) sending the completed and signed Switch Form and Application Form to the Unitholder Services Provider and Registrar; and
- (b) the Switch Form and Application Form must be received by the Unitholder Services Provider and Registrar no later than the Application Closing Date.

A switch cannot take place if, as a result of such switch, the Unitholder would hold Tranche C Units or Tranche D Units in a subscription amount of less than the Minimum Subscription. In this event, the Unitholder will retain its Tranche A Units, Tranche B Units or Tranche C Units (as the case may be).

Authorised E-mail Addresses

Notwithstanding anything to the contrary in this Prospectus, an Applicant agrees and consents to Account Communications being electronically delivered and communicated to the Applicant by the Manager, any member of the Man Group from time to time and/or any other service provider and their affiliates (including, without limitation the Unitholder Services Provider and Registrar) and/or the Applicant's account executive (the "**Data Recipients**"). Electronic delivery and communication includes by email to the e-mail address provided by the Applicant in this Application Form and as subsequently updated by written notice from the Applicant to the Manager and the Unitholder Services Provider and Registrar (the "**Authorised E-mail Address**"), as well as electronically making available to the Applicant any Account Communication on the Manager's Internet site, if applicable. The Manager is requesting consent on behalf of itself and/or all other Data Recipients. The Applicant is providing such consent, including with respect to the Authorised E-mail Address. It is the Applicant's affirmative obligation to notify the Manager in writing if the Authorised E-mail Address changes. The Applicant acknowledges that e-mail is a non-secure medium and all electronic correspondence between the Applicant, the Manager, Man Group and/or any other Data Recipient shall be governed by the relevant standard terms and conditions, a copy of which is available upon request. None of the Manager, Man Group nor any other Data Recipient will be liable for any interception of Account Communications. Applicants should note that no additional charge for electronic delivery will be assessed, but the Applicant may incur charges from its Internet service provider or other Internet access provider. In addition, there are risks, such as systems outages, that are associated with electronic delivery. The Applicant may revoke or restrict its consent to electronic delivery of the foregoing communications at any time by notifying the Manager and the Unitholder Services Provider and Registrar, in writing, of the Applicant's intention to do so.

Transfer of Units

Units may be transferred exclusively to the Title Holder as part of redemptions or to relatives by blood and marriage in the direct line of the Unitholder by completion of a 'transfer form', which may be

obtained from the Unitholder Services Provider and Registrar and signed for and on behalf of the transferor and the transferee. Please refer to Article 8 of the General Terms and Conditions.

Notwithstanding the fact that the Units may be held through the Clearing Systems, no transfers between Unitholders are permitted under any circumstances, except as permitted under the General Terms and Conditions.

Indemnity for fax and/or e-mail transmissions

Any communication or document made or delivered hereunder by fax or e-mail (at the risk of the sender) will be effective only when actually acknowledged by its intended recipient. Any sender of such information by fax or e-mail will indemnify the Title Holder, the Manager, the Depositary and the Fund against any losses and/or liabilities resulting directly or indirectly from any incorrectness or incompleteness of the fax or e-mail message or from the information not being or not properly received by its intended recipient.

Complaints procedure

In the event a Unitholder has a complaint he may revert to the Manager. The Manager has a complaints procedure and will inform the Unitholder about this procedure as well as about how his complaint will be dealt with.

If a complaint is received by the Manager, it will be handled as soon as possible. If the complaint is made by telephone, the receiver of the complaint will try to immediately settle this complaint. If the complaint is of such a complex nature that a settlement over the telephone will in all probability not be satisfactory, a response will be given in writing after consultations between the Manager and its operational staff. A complaint that is made in writing will also be handled by telephone by a designated person after having been assessed by the Manager (all complaints in writing are reviewed by the Manager). If the complaint cannot be settled over the telephone (after having been assessed by the Manager) a response will be given in writing after consultations between the Manager and its operational staff. All correspondence regarding the complaint between the Unitholder and the Manager is archived in the complaints file. If a Unitholder is not satisfied after a complaint has been handled by telephone and/or in writing, the Manager may invite the Unitholder for a personal interview. In the event of a persistent complaint the person that has made the complaint has the opportunity to apply to the complaints committee of the Financial Services Complaints Board KiFiD (www.kifid.nl). The Manager holds a registration with the KiFiD.

Taxation

General

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

Taxation of the Fund

The Fund is transparent for Dutch corporate income and withholding tax purposes. Consequently, the Fund is not subject to Dutch corporate income tax. Also the Fund is not obliged to withhold dividend withholding tax upon distributions of the Fund.

Taxation of Unitholders

Taxes are levied from the Unitholders in accordance with the tax legislation applicable to them. The Manager will draw up an annual survey of the earnings and the value of a Unit per ultimo of the previous calendar year for the attention of the Unitholders. Unitholders are responsible for their own tax declarations and for the resulting obligations. The Manager, the Title Holder, the legal and fiscal adviser are in no way responsible or liable for incorrect or incomplete tax declarations given by Unitholders. The taxation of Units must be considered separately for each national territory in which Unitholders are resident. Unitholders are recommended to consult their own tax adviser as to the fiscal consequences of their investment in the Fund.

FATCA

The FATCA provisions generally impose a new reporting regime and potentially a 30% withholding tax with respect to certain US source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce US source interest or dividends ('Withholdable Payments'). As a general matter, the new rules are designed to require US person's direct and indirect ownership of non-US accounts and certain non-US entities to be reported to the US Internal Revenue Service ('IRS'). To discourage non-US financial institutions from staying outside the FATCA rules, a financial institution that does not enter and comply with the regime will be subject to a 30% US withholding tax ('30% FATCA Withholding Tax') on Withholdable Payments. The FATCA rules entered into force as from 1 July 2014. Further implementation will take place in phases until 1 January 2017.

The Netherlands and the United States entered into an intergovernmental agreement on 18 December 2013 to implement FATCA (the 'IGA'). The Fund will be obliged to comply with the provisions of FATCA under the terms of Dutch legislation implementing the IGA (the 'Dutch IGA Legislation'). Under the Dutch IGA Legislation, the Fund is deemed compliant, and therefore not subject to the 30%

FATCA Withholding Tax, if it identifies and reports US taxpayer information directly to the Dutch government. Unitholders may be requested to provide additional information to the Fund to enable the Fund to satisfy these obligations. The Fund may, as a result of a failure of a Unitholder to provide such information, become subject to the 30% FATCA Withholding Tax on Withholdable Payments. The Manager may take any action in relation to a Unit of a Unitholder or redemption proceeds to ensure that such withholding is economically borne by the relevant Unitholder whose failure to provide the necessary information gave rise to the 30% FATCA Withholding Tax.

Although the Fund will attempt to satisfy any obligations imposed on it to avoid the imposition of the 30% FATCA Withholding Tax, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to the 30% FATCA Withholding Tax, the value of the Units held by all Unitholders may be materially affected.

Potential investors in the Fund should consult their own tax advisers regarding the possible implications of the FATCA rules on their investments in the Fund.

Information and reporting requirements

General

The Manager will make announcements and furnish periodic information regarding the Fund by notification of all Unitholders at their address as listed in the register of Unitholders or on the Manager's website.

Manager's licence and the General Terms and Conditions

The licence that has been granted to the Manager pursuant to Section 2:65 of the FMSA and a copy of the General Terms and Conditions are available for inspection at the (main) office(s) of the Fund and the Manager. A copy of the licence and the General Terms and Conditions is available for everyone at no cost. The information about the Manager, the Depositary, the Title Holder and the Fund that has to be registered with the trade register pursuant to any statutory provisions will be furnished to everybody upon request at cost price at the most.

Other information

The following information will be made available to Unitholders as part of the Fund's periodic reporting process:

- (a) the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature;
- (b) the current risk profile of the Fund and the risk management systems employed by the Manager to manage those risks; and
- (c) the total amount of leverage employed by the Fund.

The above information will be provided to Unitholders at the same time as the Annual Report produced in the Fund's periodic reporting cycle.

Unitholders will also be provided with information regarding changes to (i) the maximum level of leverage which the Manager may employ on behalf of the Fund; or (ii) the rights for reuse of collateral or any guarantee granted under the Fund's leveraging arrangements; or (iii) any guarantee granted under the Fund's leveraging arrangements.

This information will be made available to Unitholders, without undue delay following the occurrence of that change, by way of update to this Prospectus. Where required, such change will be preceded by notification to the Unitholders.

It is intended that Unitholders will be notified if the Fund activates gates or similar arrangements or if the Manager decides to suspend redemptions. Unitholders will also be notified whenever the Manager makes material changes to liquidity risk management systems and procedures employed in respect of the Fund.

The following information will also be furnished to Unitholders upon request against cost price at the most:

- (a) a copy on the website of the decision from the AFM to grant an exemption to comply with what is prescribed by or pursuant to the FMSA with regard to the Manager, the Fund and the Depositary (as referred to in Section 4.6 subsection b Annex I of the Conduct of Business Decree pursuant to Section 115x of the Conduct of Business Decree); and
- (b) a copy of the monthly report (including explanatory memorandum) of the total value of the assets of the Fund, an overview of the composition of the Investments, the number of Units in issue and, to the extent it concerns Units that are issued and redeemed upon request, the most recent Net Asset Value of these Units, mentioning the moment on which the determination of the Net Asset Value occurred (as referred to in Section 4.6. subsection c Annex I of the Conduct of Business Decree pursuant to Section 115x in conjunction with Section 50 paragraph 2 of the Conduct of Business Decree).

The availability for payment of distributions to Unitholders, the composition of the distributions as well as the method of payment will be announced on the Manager's website.

Annual Report and semi-annual report

The Annual Report shall be prepared and published within four months after the end of the financial year with due regard for the Regulations and Title 9 Book 2 of the Dutch Civil Code. The Annual Report will be published at the website of the Manager. Simultaneously with the publication on Manager's website, the Manager will provide the Annual Report to the AFM.

The financial year of the Fund runs from 1 July to 30 June of each year, except for the financial year running from 1 September 2014 to 30 June 2015. The Annual Report must, among others, contain a summary of the assets of the Fund, a summary of the current assets and liabilities, explanatory notes (including the valuation basis) and a summary of changes in the capital balances of the investment portfolio of the Fund. The profit is the result of the balance of the assets less the loan capital. Explanatory notes will be given in the statement of assets and loan capital with respect to all realised and non-realised value changes in securities, stocks and bonds quoted on the exchange and all exchange differences as a result of revaluation of transactions in foreign currencies. All other assets and loan capital will be assigned to the period to which they refer. The Annual report will be audited by the Auditor. All amounts stated in the Annual Report, and the Net Asset Value, will be expressed in EUR.

Every year, within nine weeks after the end of the first half of the financial year, the Manager will draw up a semi-annual report on the first half of the financial year, as described above, with due regard for

the Conduct of Business Decree. The semi-annual report will be published on the website of the Manager. Simultaneously with the publication of the semi-annual report, Simultaneously with the publication on Manager's website, the Manager will provide the semi-annual report to the AFM.

The last Annual Report has been audited by Ernst & Young Accountants LLP, Wassenaarseweg 80, 2596 CZ Den Haag, The Netherlands and is part of this Prospectus as **Annex E**.

Information of present interest about the Units, this Prospectus, the General Terms and Conditions and the other annexes hereby, the key investor information documents that have been prepared in respect of the Units, the Annual Report and the semi-annual report, will be available at no cost from the Manager. This information as well as all other relevant information is also obtainable on the website of the Manager: www.man.com/dmeu.

Inspection of documents

Copies of the documents listed below are available for inspection free of charge at the Manager's office in Amsterdam, at any time during normal working hours on any day (excluding Saturdays, Sundays and public holidays):

- (a) the General Terms and Conditions;
- (b) the Depositary Agreement
- (c) the Title Holder Services Agreement;
- (d) the Trading Adviser Agreement;
- (e) the Introducing Broker Agreement;
- (f) the early redemption agreement;
- (g) the Fund Services Agreement;
- (h) the Swiss Representation Agreement;
- (i) the Swiss Paying Agency Agreement;
- (j) the agreements with the Prime Brokers;
- (k) the FATCA Services Agreement;
- (l) the relevant notifications from the Dutch Central Bank and the AFM;
- (m) the FMSA and the Conduct of Business Decree; and
- (n) the latest semi-annual accounts, the three most recent annual accounts and the two most recent monthly reports.

This Prospectus is available in the Dutch, English and German languages. Where there is doubt about the interpretation of the text or where there is an inconsistency, the Dutch text shall prevail.

Material contracts

The following contracts, which are not being contracts in the normal course of business, have been entered into in respect of the Fund:

- (a) the Depositary Agreement dated 22 July 2014 and the global custody agreement dated 12 October 2015 between the Manager, the Title Holder and the Depositary;
- (b) the Title Holder Services Agreement between the Manager and the Title Holder dated 22 July 2014;
- (c) the Trading Adviser Agreement between the Trading Adviser, the Marketing Adviser, the Manager and the Title Holder dated 24 November 2015;
- (d) the Introducing Broker Agreement which is the introducing broker agreement between the Introducing Broker and the Manager dated 22 July 2014;
- (e) the early redemption agreement between the Marketing Adviser and the Manager dated 22 April 2009;
- (f) the Fund Services Agreement between Citco Fund Services (Cayman Islands) Limited, the Service Manager, the Title Holder and the Manager dated 22 July 2014;
- (g) the Swiss Representation Agreement between the Swiss Representative and the Manager dated 17 November 2014;
- (h) the Swiss Paying Agency Agreement between the Manager, the Title Holder and the Swiss Paying Agent dated 18 November 2014, pursuant to which the Swiss Paying Agent has been appointed as paying agent in relation to the issue of Units to prospective Unitholders in Switzerland;
- (i) the prime broker appointment agreement whereby the Manager and the Title Holder appointed Morgan Stanley & Co. International plc to provide certain margin financing, clearing, settlement, stock borrowing, and foreign exchange facilities to the Fund dated 9 January 2015;
- (j) the prime broker appointment agreement whereby the Manager and the Title Holder appointed Credit Suisse Securities (Europe) Limited to provide certain margin financing, clearing, settlement, stock borrowing, and foreign exchange facilities to the Fund dated 24 December 2014; and
- (k) the FATCA Services Agreement between the Manager and Citco Fund Services (Cayman Islands) Limited dated 8 May 2015.

Copies of all material contracts are available, upon request, at no more than cost price.

Recognition and enforcement of judgments in the Netherlands

Judgments rendered by courts in the European Union

In general, final and conclusive judgments for the payment of money rendered by a court in a member state of the European Union which are enforceable in such member state will be recognised and enforced by the Dutch courts without review of its merits, according and subject to the Jurisdiction Regulation.

Judgments rendered by courts in jurisdictions outside the European Union with which the Netherlands has not concluded a treaty on jurisdiction and the recognition and enforcement of judgments

In general, judgments rendered by a court from outside the European Union will not be recognised and enforced by the Dutch courts. However, if a person has obtained a final and conclusive judgment for the payment of money rendered by a court from outside the European Union (the "**foreign court**") which is enforceable in such jurisdiction (the "**foreign judgment**") and files his claim with the competent Dutch court, the Dutch court will generally give binding effect to the foreign judgment insofar as it finds that the jurisdiction of the foreign court has been based on grounds which are internationally acceptable and that proper legal procedures have been observed and unless the foreign judgment contravenes Dutch public policy.

Judgments rendered by courts in jurisdictions outside the European Union with which the Netherlands has concluded a treaty on jurisdiction and the recognition and enforcement of judgments

Whether or not judgments rendered by these courts will be recognised and enforced by the Dutch courts is subject to the provisions of the relevant treaty.

Recognised Exchanges and Recognised Markets on which the Fund may trade

The Fund may trade (but is not limited to trading) on, inter alia, the following Recognised Exchanges and Recognised Markets or such other markets as the Manager may decide to trade or invest in otherwise.

1. All stock exchanges in a member state of the European Union.
2. All stock exchanges in a member state of the European Economic Area ('EEA') (EU member states and Norway, Iceland and Liechtenstein).
3. All stock exchanges located in any of the following countries:
 - in Australia
 - in Canada
 - in Japan
 - in Hong Kong
 - in New Zealand
 - in Switzerland

- in the US

4. The following investment exchanges:

in Australia	the Sydney Futures Exchange
in Hong Kong	the Hong Kong Exchanges and Clearing
in India	the National Stock Exchange the Bombay Stock Exchange the Delhi Stock Exchange
in Japan	the Tokyo Grain Exchange the Osaka Securities Exchange the Tokyo International Financial Futures Exchange the Tokyo Commodity Exchange
in the Republic Korea	the Korea Stock Exchange (KOSDAQ) the Korea Futures Exchange (KOFEX)
in Mexico	the Mexican Stock Exchange
in Singapore	the Singapore Futures Exchange (SGX-DT)
in South Africa	the Johannesburg Stock Exchange
in Switzerland	the Swiss Electronic Exchange the Eurex Zurich
in Taiwan	the Taiwan Stock Exchange
in the United States	the Chicago Board of Trade the Chicago Board Options Inc. the Chicago Mercantile Exchange the New York Mercantile Exchange the New York Board of Trade the Minneapolis Grain Exchange the Coffee Sugar & Cocoa Exchange

5. The following investment markets:

- The markets organised by the International Securities Market Association.
- The Second Marche of the stock exchange set-up in France in accordance with the laws of France.

- (c) The French market for 'Titres de Créance Négotiable' (over-the-counter market in negotiable debt instruments).
 - (d) the Tokyo Over-the-Counter Market regulated by the Securities Dealers Association of Japan.
 - (e) The Alternative Investment Market regulated and operated by the London Stock Exchange Limited.
 - (f) The over-the-counter market conducted by primary and secondary dealers which are regulated by the United States National Association of Securities Dealers and the United States Securities and Exchanges Commission and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation.
 - (g) The market in the UK conducted by the 'listed money market institutions' as described in the Financial Services Authority publication 'The Regulation of the Wholesale Cash and OTC Derivatives markets ('The Grey Paper')'.
 - (h) The market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York.
 - (i) NASDAQ (the electronic inter-dealer quotation system of America operated by the National Association of Securities Dealers Inc.).
 - (j) The over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada.
 - (k) NASDAQ Europe (the European Association of Securities Dealers Automated Quotation).
6. For the purposes only of determining the value of the assets of a fund, the term 'Recognised Market' shall be deemed to include, in relation to any futures or options contract utilised by a fund for the purposes of efficient portfolio management or to provide protection against exchange rates, any organised exchange or market on which such futures or options contract is regularly traded.
7. To the extent not already included above, the following investment exchanges and markets:
- Bolsa de Mercadorias & Futuros (BM&F)
 - Bolsa de Valores de Lisboa e Porto (BVLP)
 - Eurex Deutschland
 - Euronext Amsterdam by NYSE Euronext
 - Euronext Liffe
 - Euronext Paris SA
 - Helsinki Exchanges
 - International Petroleum Exchange of London Ltd.
 - Kansas City Board of Trade

- London Metal Exchange Ltd.
- Malaysian Derivatives Exchange
- MEFF Renta Fija
- MEFF Renta Variable
- Montreal Exchange
- Mercato Italiano Derivati (IDEM)
- Mercato Italiano Futures (MIF)
- Mercado Mexicano De Derivados (Mdex)
- OM London
- Osaka Mercantile Exchange
- South African Futures Exchange
- Wiener Borse AG
- Winnipeg Grain Exchange

Changes in conditions

The conditions of the Fund may be changed by decision of the Manager. A proposal for a change of the conditions of the Fund that apply between the Fund and the Unitholders will be announced and explained on the Manager's website.

Only if the change itself of the conditions of the Fund deviates from the proposal as referred to above, it will be separately announced and explained on the website of the Manager.

Changes in the conditions of the Fund that apply between the Fund and the Unitholders resulting in rights or security of the Unitholders being reduced or obligations being imposed upon the Unitholders or in a change of the investment strategies (*beleggingsbeleid*) of the Fund, will not be invoked against those who are Unitholders at the moment of the announcement of the proposal as referred to above before one month has lapsed after such announcement. During this one-month-period, the Unitholders can have their Units redeemed by the Fund against the usual conditions, notwithstanding the provisions set out in this Prospectus, the General Terms and Conditions and the other conditions that apply between the Fund and the Unitholders.

General meeting and liquidation

Within four months of the end of the financial year, a meeting of Unitholders will be called to consider and approve the annual accounts. The Manager will send out notices for the meeting which shall be issued no later than on the 15th day before the meeting, taking into account the relevant provisions in the General Terms and Conditions. A notice for a meeting of Unitholders will also be made at least 14 days before the start of the meeting by means of an advertisement in a nationally distributed daily newspaper in The Netherlands or by notification of all Unitholders at their address as listed in the register of Unitholders, as well as on the Manager's website. Extraordinary meetings of Unitholders may also be held when the Manager deems it to be in the interest of the Unitholders. Each Unit is entitled to one vote in a meeting of Unitholders.

The Fund will be liquidated when the Manager decides that it should be, or when a meeting of Unitholders so decides with a majority of at least two-thirds of the total number of Units in issue. The Unitholders will be informed of any such decision in the manner as described in the section entitled 'Information and reporting requirements' of this Prospectus.

Liquidation will be effected by the Manager. After the resolution to liquidate the Fund has been taken, no more Units shall be redeemed. The balance left after liquidation shall be distributed among the Unitholders in proportion to the number of Units held. The Units shall then expire.

Voting policy and behaviour

The Fund conducts the following policy in respect of voting rights and voting behaviour regarding shares held by the Fund in other corporations. The Fund reserves the right to exercise voting rights on shares in other companies when deemed to be in the best interest of the Fund or Unitholders.

Declarations by the Manager

The Manager is responsible for the issue of this Prospectus.

The Manager declares that the information contained in this Prospectus, insofar as this information can reasonably be known to the Manager, is correct and that no information has been omitted which would alter the statements made in this Prospectus.

The Manager also declares that the Fund, the Depositary, the Title Holder and the Manager comply, and that this Prospectus (including annexes) complies, with the rules set in or pursuant to the FMSA.

Rotterdam, 23 November 2015

Man Fund Management Netherlands B.V., the Manager,

By: Mr WYB Johannesma

Auditors' statement

Assurance report pursuant to Section 115x, subsection 1, of the Dutch Decree on Conduct of Business Supervision of Financial Undertakings under the Financial Supervision Act

To: Man Fund Management Netherlands B.V.
Beurs-World Trade Center,
Beursplein 37,
3011 AA Rotterdam
The Netherlands

Introduction and responsibilities

We have performed an assurance engagement concerning the contents of the prospectus of Man AHL Diversified Markets EU. In connection with this, we examined whether the prospectus dated 27 November, 2015 issued by Man Fund Management Netherlands B.V., Rotterdam, contains at least the information required under Section 115x, subsection 1, of the Decree on Conduct of Business Supervision of Financial Undertakings under the Financial Supervision Act (the 'Decree'). With the exception of Section 115x, subsection 1, under c, this assurance engagement is aimed at providing reasonable assurance. Unless expressly stated otherwise in the prospectus, the information included in the prospectus has not been audited.

The responsibilities were allocated as described below.

- The board of directors/fund manager of the entity is responsible for drawing up the prospectus that contains at least the information required pursuant to the Dutch Financial Supervision Act.
- Our responsibility is to express an opinion as referred to in Section 115x, subsection 1, under e, of the Decree.

Scope

We conducted our examination in accordance with Dutch law, including Standard 3000, "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information". We accordingly performed the procedures we deemed necessary in the circumstances to express an opinion.

We verified whether the prospectus contains the information required under Section 115, subsection 1, of the Decree. Dutch law does not require the auditor to perform additional procedures with respect to Section 115x, subsection 1, under c, of the Decree.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the prospectus contains at least the information required under Section 115x, subsection 1, with the exception of subsection 1, under c, of the Decree. With respect to Section 115x, subsection 1, under c, of the Decree, we would note that, to the best of our knowledge, the prospectus contains the information required.

The Hague, the Netherlands

27 November 2015

For Ernst & Young Accountants LLP

signed by Maurice Knijnenburg

Annex A

Amended and Restated General Terms and Conditions of Man AHL Diversified Markets EU

- I. Man Fund Management Netherlands B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its statutory seat in Rotterdam, The Netherlands and having its office address at Beursplein 37, k. 1968/1969, 3011 AA Rotterdam, The Netherlands (the '**Manager**');
and
- II. Citco Bewaarder B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its statutory seat in Amsterdam, The Netherlands and having its office address at Telestone 8 – Teleport, Naritaweg 165, 1043 BW Amsterdam, The Netherlands (the '**Title Holder**');

Agree as follows:

Contents

Article 1: Definitions

Article 2: Name and registered office, duration

Article 3: Fund means, Investments and Depositary

Article 4: Unitholders

Article 5: Units

Article 6: Valuation of the Units

Article 7: Issue of Units; Tranche B Units, Tranche C Units and Tranche D Units

Article 8: Transfer of Units

Article 9: Redemption of Units

Article 10: Notices

Article 11: Management

Articles 12 & 13: Reporting

Article 14: Financial year, remuneration, operating balance

Articles 15 & 16: Meeting of Unitholders

Article 17: Resignation of Manager or Title Holder

Article 18: Replacement of Manager or Title Holder

Article 19: Changes to the conditions of the Fund

Article 20: Liquidation

Article 21: Applicable law, place of jurisdiction

Definitions

Article 1

1. In the context of these General Terms and Conditions, the following terms shall mean:

'Annual Report' means the annual accounts and annual report over a financial year with respect to the Fund in accordance with Section 4:37o of the Financial Markets Supervision Act, which shall at least consist of a balance sheet, a profit and loss account, explanatory notes thereto and the other information as meant in Sections 115m and 115y of the Conduct of Business Decree;

'Delegated Regulation' means the Commission Delegated Regulation (EU) No 231/2013 supplementing the Directive with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;

'Depositary' means the depositary (*bewaarder*) of the Fund within the meaning of Sections 1:1 and 4:37f of the FMSA, being The Bank of New York Mellon SA/NV, acting through its Amsterdam branch, or such other person or entity permitted to act in the aforementioned meaning, as may be appointed from time to time by the Manager;

'Directive' means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No. 1060/2009 and (EU) No. 1095/2010;

'Fund' means the agreement of its own nature (*sui generis*) concerning the aggregate of capital, the legal ownership of which is held by the Title Holder, consisting of:

- (l) the assets (*goederen*) of the Fund; and
- (m) the Fund Obligations, in which monies and other assets are called or received for the purpose of collective investment by the Unitholders as governed by these General Terms and Conditions and the Prospectus and related agreements and to which the Unitholders are economically entitled under the name of Man AHL Diversified Markets EU. For the avoidance of doubt, the Fund is not a separate legal entity;

'Fund Obligations' means the liabilities which the Title Holder assumes and/or incurs in its own name on behalf of and for the account of the Unitholders in connection with the Fund;

'General Terms and Conditions' means these amended and restated general terms and conditions;

'Prospectus' means the Fund's prospectus relating to the offering of the Units, of which these General Terms and Conditions form an integral part;

'Regulations' means the Directive, the Delegated Regulation, the Financial Markets Supervision Act and any other rules and regulations promulgated thereto as applicable to the Manager, the Depositary, the Title Holder and the Fund from time to time;

'Tranche A Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price

without any surcharge due but subject to the early redemption fee as described in Article 9 paragraph 1 of these General Terms and Conditions;

'Tranche B Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price increased by a surcharge at the discretion of the Manager as described in Article 7 paragraph 3 of these General Terms and Conditions but which are not subject to any early redemption fee;

'Tranche C Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price without any surcharge due and not subject to any early redemption fee;

'Tranche D Unit' means a Unit registered by the Title Holder and the Unitholder Services Provider and Registrar as such and representing Units issued to Unitholders at the relevant Subscription Price without any surcharge due and not subject to any early redemption fee; and

'Unitholders' means those persons or entities which are admitted to the Fund by the Manager and for whose joint account the Fund is managed in accordance with these General Terms and Conditions and the Prospectus.

2. Capitalised words and expressions used in these General Terms and Conditions shall have the meaning set out in the Prospectus, provided that such capitalised words and expressions have not (otherwise) been defined in these General Terms and Conditions.

Name and registered office, duration

Article 2

1. The Fund is an open-ended fund for joint account (*fonds voor gemene rekening*) under Dutch law and an investment fund (*beleggingsfonds*) within the meaning of Section 1:1 of the Financial Markets Supervision Act. The name of the Fund is Man AHL Diversified Markets EU. The Fund holds office in Amsterdam.
2. The Fund has been formed for an indefinite period of time.
3. The Fund is not a legal entity (*rechtspersoon*), but is a contractual arrangement of its own nature (*overeenkomst sui generis*), subject to the provisions of these General Terms and Conditions and the Prospectus. For the avoidance of doubt, these General Terms and Conditions do not establish a partnership (*maatschap/vennootschap onder firma*), limited partnership (*commanditaire vennootschap*), a disclosed partnership (*openbare vennootschap*) or an undisclosed partnership (*stille vennootschap*) under Dutch law and consequently neither the Manager nor the Depositary nor the Title Holder nor the Unitholders shall be deemed to be partners (*maten/vennoten*) of the Fund or to co-operate (*samenwerken*) with each other in any respect. These General Terms and Conditions and any other document relating to the Fund only purport to provide for rights and obligations of a Unitholder against the Fund, the Manager, the Depositary and/or the Title Holder

and not against the other Unitholders. The obligation of a Unitholder to pay the Subscription Price for Units to be obtained is a commitment (*verbintenis*) to the Title Holder only, represented by the Manager, both acting in respect of the Fund.

4. The Fund is not subject to Dutch corporate income tax and is not intended to be considered an entity subject to taxation on profits, income, gains or capital in any other jurisdiction (*besloten fonds voor gemene rekening*).
5. These General Terms and Conditions do not contain any stipulations for the benefit of a third party (*derdenbeding*), other than the Unitholders, which could be invoked by a third party against a party which is bound by these General Terms and Conditions.
6. The acceptance of these General Terms and Conditions and the Prospectus (through the execution and delivery of the Application Form) will not and is not deemed to constitute a cooperation agreement (*samenwerkingsovereenkomst*) between the Manager, the Depositary, the Title Holder and the Unitholders, or between the Unitholders.

Fund means, Investments, Title Holder and Depositary

Article 3

1. The means of the Fund shall consist of payments for the acquisition of Units, profits from Investments, loans and adapting provisions and reserves.
2. The Fund shall mostly invest in the AHL Diversified Programme through Investments.
3. The Title Holder acts as title holder of the Fund within the meaning of Section 4:37j of the FMSA. All assets of the Fund shall be held in the name of the Title Holder and all Fund Obligations shall be assumed in the name of the Title Holder. The Title Holder shall acquire and hold the assets of the Fund for the purpose of management and custody (*ten titel van beheer en bewaring*) on behalf and for the account of the Unitholders. The Title Holder is entitled to delegate certain of its tasks to third parties.
4. The Fund is allowed to take loans if and as far as these loans do not exceed one-tenth of the Net Asset Value as calculated in accordance with paragraph 1 of Article 6 of these General Terms and Conditions, provided that for purposes of calculating the amount of money the Fund can take as a loan, loans taken from the Broker as a hedge for currency risks will not be included.
5. The Manager shall act as manager (*beheerder*) of the Fund. The Manager when administering the Fund shall act solely on behalf of Unitholders. The Title Holder shall act solely on behalf of Unitholders. The Title Holder cannot represent the Unitholders.
6. The Manager is only liable to the Fund and the Unitholders for damages if these damages are the result of wrongful intent or gross negligence with respect to its duties. This also applies if the Manager has delegated some of its functions to a third party. The Title Holder is liable towards the Fund and the Unitholders for losses suffered by them to the extent that the losses result from the

- culpable non-performance or defective performance of its obligations. The same applies to the Title Holder, if the Title Holder entrusts all or part of the assets entrusted to it to a third party.
7. The holding of the legal title to the Fund's assets by the Title Holder will take place in such a way that only the Manager and the Title Holder acting together can dispose of the Fund's assets.
 8. The Title Holder will only surrender assets entrusted to it against receipt of a statement from the Manager attesting to the fact that the surrender is requested in relation to the regular exercise by the Manager of the management tasks.
 9. The Manager has appointed the Depository by means of a written agreement of management and custody (*schriftelijke overeenkomst van beheer en bewaring*) in accordance with Section 4:37f of the Financial Markets Supervision Act to which the Title Holder is a party as well.

Unitholders

Article 4

1. The Unitholders shall have economic entitlement to the Fund in proportion to the number of Units held by a Unitholder.
2. All economic advantages and disadvantages connected with the ownership of the assets of the Fund shall be in favour of and chargeable to the Unitholders in proportion to the number of Units held.
3. Obligations of the Manager or the Title Holder towards third parties may not be addressed to the Unitholders.
4. Each Unitholder shall receive a copy of these General Terms and Conditions. A Unitholder will become bound by these General Terms and Conditions as part of the signing of its Application Form in respect of the acquisition by the Unitholder of one or more Units.
5. Unitholders may not be Non-qualified Persons.
6. Unitholders shall not be liable for the Fund Obligations and shall not bear the losses of the Fund exceeding the amount deposited into the Fund and held by the Title Holder as consideration for the Units held by a Unitholder.

Units

Article 5

1. The Units shall be registered by name and specified in such a way that they can always be distinguished from each other. Fractions of Units may be issued. No certificates or bearer documents shall be issued in respect of the Units.
2. The Title Holder shall keep a register of Unitholders in which the names and addresses of all Unitholders shall be entered, recording the designation and the date of acquisition of their Units and the amount deposited into the Fund as consideration for such Units. The register shall also

state the manner in which a Unitholder wishes to receive payments. A Unitholder shall immediately report any changes to the relevant data to the Title Holder.

3. The register of Unitholders shall be updated regularly. All changes to the register shall be signed by the Title Holder where recorded in a physical format.
4. Upon registration or alteration each Unitholder shall immediately receive a non-transferable extract from the register of Unitholders, signed by the Title Holder, concerning and limited to its own Units in the Fund.
5. The register of Unitholders or a copy of the register of Unitholders is open for inspection at the offices of the Title Holder to each Unitholder insofar as its own registration is concerned.

Valuation of the Units

Article 6

1. Valuation of the assets of the Fund and calculation of the Net Asset Value will at all times take place in accordance with any applicable laws and regulations and as frequent as required pursuant to these General Terms and Conditions, the Prospectus or by such applicable laws and regulations. The last calculated Net Asset Value per Unit of the relevant Tranche can be requested from the office of the Unitholder Services Provider and Registrar on any Business Day during business hours and will be available on: www.maninvestments.com within five Business Days after the release of the Valuation Day. The monthly statement referred to in paragraph 1 of Article 12 of these General Terms and Conditions shall contain the total value of the assets of the Fund.
2. The Net Asset Value per Unit at any point in time shall be in respect of each Tranche of Units, that portion of the Net Asset Value attributable to the relevant Tranche, divided by the number of Units of that Tranche(s) of Units in issue on the Valuation Day to which the calculation of that Net Asset Value relates. The Net Asset Value shall be determined, in accordance with the Regulations, as the sum of the net assets held by the Title Holder and attributable to the Units, less the Fund Obligations, as well as current taxes, costs of management and other costs pro rata temporis. The Net Asset Value shall be expressed in EUR. The Net Asset Value per Unit is determined by the Manager or any third party instructed by the Manager from time to time to perform this task.
3. At the written request of one or more Unitholders to the Manager, the Net Asset Value per Unit shall be determined as at the date mentioned in the request. The costs for such a valuation, unlike a valuation initiated by the Manager itself, shall be borne by the requesting Unitholder(s), who (is) are responsible (jointly and separately) in this matter. The Manager shall have the right to postpone valuation until the requesting Unitholder(s) has (have) made an advance payment, the sum of which shall be determined by the Manager. The Manager shall notify all requesting Unitholders of its valuation in accordance with this paragraph.

Issue of Units: Tranche B Units, Tranche C Units and Tranche D Units

Article 7

1. Investors can subscribe for Tranche B Units, Tranche C Units and/or Tranche D Units under the conditions set forth in the Prospectus.
2. The Manager shall be responsible for issuing Units. The acceptance or rejection of an Application for Units, either wholly or in part, is at the Manager's discretion.
3. The Manager shall determine the Subscription Price and any further conditions of the issue of Units. Tranche B Units shall only be issued against the Subscription Price, increased by a surcharge to a maximum of 3.00%, to be determined by the Manager at its discretion and depending on the charges which are actually levied by intermediaries involved with a Unitholder's subscription for Units. Tranche C Units and Tranche D Units shall be issued against the Subscription without any surcharge being due. Units will only be issued by the Manager after receipt of the Subscription Price with a surcharge (in the case of Tranche B Units), if any, or without a surcharge (in the case of Tranche C Units and Tranche D Units) into the Fund's account by the date stipulated by the Manager.

Transfer of Units

Article 8

1. The transfer of Units to the Fund may only take place with due regard to this Article 8. With regard to the legal relationship between the Title Holder and each individual Unitholder or a third party, this clause qualifies as a separate provision between (in any case) the Unitholder or the third party, as the case may be, and the Title Holder for (partial) exclusion of the transferability of Units within the meaning of Section 3:83 subsection 2 of the Dutch Civil Code.
2. Transfer of Units may only take place to the Title Holder or to direct blood relations and persons related by marriage to the Unitholder, with the proviso that these direct blood relations and persons related by marriage satisfy the requirements stated in paragraph 5 of Article 4 of these General Terms and Conditions. Payments for the redemption of Units only occur on bank accounts held on the name of a Unitholder. In order to have its redemption or transfer application reviewed by the Unitholder Services Provider and Registrar, every recipient shall declare which is to be declared for a direct payment and fill out the Redemption Form or the relevant transfer form (as the case may be).
3. Any transfer of Units, including the acquisition by the Title Holder of relevant Units from a redeeming Unitholder, shall take place by means of a private deed to that end and will have no legal force for the Title Holder until the transfer has been notified to the Title Holder or the Title Holder has accepted or recognised the transfer in writing.

4. Units shall not be encumbered with any limited right (*beperkt recht*). With regard to the legal relationship between the Title Holder and each individual Unitholder or a third party, this clause qualifies as a separate provision between (in any case) the Unitholder or the third party, as the case may be, and the Title Holder for (partial) exclusion of the possibility to encumber the Units with any limited right within the meaning of Section 3:98 in conjunction with Section 3:83 subsection 2 of the Dutch Civil Code.
5. If Units belong to a community of interests the authorised parties may only make a joint written representation to the Fund via a third party designated by them in writing.
6. Any transfer of Units in violation of this Article 8 shall be null and void.

Redemption of Units

Article 9

1. In respect of the redemption of Tranche A Units an early redemption fee may be charged by the Manager depending on the period during which the redeemed Units were outstanding, unless the Manager decided otherwise based on reasonable and objective grounds. The redemption of Units shall further take place as described in the Prospectus.
2. The Manager and the Title Holder will use their best efforts to ensure that the Fund's assets will have sufficient liquid funds in time for its redemption obligations.
3. Any redeemed Units acquired by or on behalf of the Title Holder shall cease to exist through the acquisition by or on behalf of the Title Holder.

Notices

Article 10

1. All announcements and notices to Unitholders and all invitations to meetings of Unitholders, individually or severally, shall be published in a nationally distributed daily newspaper in The Netherlands, or shall be sent to the addresses as listed in the register of Unitholders, as well as put on the Manager's website.
2. A request by the Manager to cancel its licence under the Financial Markets Supervision Act shall be published in a nationally distributed daily newspaper in The Netherlands or sent to each Unitholder at their address as listed in the register of Unitholders, as well as put on the Manager's website.

Management

Article 11

1. The Manager acts as the AIFM within the meaning of Section 4(1)(b) of the Directive.
2. The Manager is licensed within the meaning of Section 2:65 of the Financial Markets Supervision Act to manage investment institutions (*beleggingsinstellingen*) and accordingly the Manager is

authorized to exercise the rights, powers and duties set forth in these General Terms and Conditions with due observance of the Regulations.

3. The Manager is charged with the management of the Fund and is entitled and authorised in the name and at the instruction of the Title Holder to dispose (*beschikken*) of the assets held by the Title Holder, to assume Fund Obligations in the name of the Title Holder, to proceed with the investment of available assets from the Fund and to enter into commitments in respect of the Fund, always in compliance with paragraph 2 of Article 3 of these General Terms and Conditions, the Prospectus and the Title Holder Services Agreement. For this purpose, the Title Holder has granted the Manager a general power of attorney as part of the Title Holder Services Agreement. Without the instructions from the Title Holder, the Manager may not perform any legal act as stipulated in this paragraph.
4. The Manager is entitled to appoint an adviser with respect to investing the assets of the Fund. The Manager may also employ other third parties to perform any of its duties under these General Terms and Conditions, the Prospectus and the Title Holder Services Agreement.
5. The Manager will, in accordance with the Regulations, take appropriate measures to identify, control and monitor conflicts of interest so that these will not have adverse effects on the Fund or the Unitholders.
6. Monies not invested from the Fund shall be kept in one or more accounts in the name of the Title Holder at one or more banks or postal giro banks as designated by the Manager or otherwise in accordance with the Regulations.
7. In case of direct liability of the Depositary *vis-à-vis* the Unitholders, the Manager is authorised by each of the Unitholders to exercise any claims on the Depositary on their behalf. The Unitholders shall, in accordance with the Depositary Agreement, only exercise any such claims directly *vis-à-vis* the Depositary in the event that the Manager is not able or unwilling to do so, or does not provide the assistance or cooperation as may be required by the Unitholders.

Reporting

Article 12

1. The Manager shall prepare and publish on its website a monthly statement, with explanatory notes, for Unitholders detailing the composition of the Fund, whereby there shall be a period of at least one week between any two dates on which a statement is drawn up.
2. The monthly statement referred to in paragraph 1 above shall contain at least the following information:
 - (a) the total value of the assets of the Fund;
 - (b) a statement of the composition of the Investments;
 - (c) the number of outstanding Units issued by the Fund; and

- (d) the most recent Unit value according to paragraph 1 of Article 6 of these General Terms and Conditions.

Article 13

1. Once a year and within four months of the end of the financial year, the Manager shall prepare the Annual Report of such financial year. The Annual Report shall be published on the Manager's website and furnished to Unitholders upon request. Simultaneously with the publication on Manager's website, the Manager will provide the Annual Report to the AFM.
2. Once a year and within nine weeks after the end of the first half of the financial year, the Manager shall prepare a semi-annual report with respect to the Fund. This semi-annual report shall be published on the Manager's website. Simultaneously with the publication on the Manager's website, the Manager will provide the semi-annual report to the AFM.
3. The Annual Report and semi-annual report prepared according to this Article 13 of these General Terms and Conditions shall be signed by the Manager. Should one or more signatures be lacking, the reason for this shall be stated by the Manager.
4. The meeting of Unitholders shall instruct the Auditor to examine the Annual Report. The Auditor shall report the findings of his examination to the meeting of Unitholders, the Manager and the Title Holder in the form of an auditors' report.
5. The meeting of Unitholders may issue instructions to the Auditor.

Financial year, remuneration, operating balance

Article 14

1. The financial year of the Manager shall run from 1 January to 31 December of each year. The financial year of the Fund shall run from 1 July to 30 June of each year, except for the financial year running from 1 September 2014 to 30 June 2015.
2. The Manager and the Title Holder shall receive remuneration for their services in accordance with the Prospectus. Costs incurred by the Manager and the Title Holder within the framework of their duties shall be reimbursed in accordance with the Prospectus.
3. The net operating balance shall be added to the capital of the Fund. The only funds distributed to Unitholders shall be those distributions made in accordance with paragraph 3 of Article 20 of these General Terms and Conditions.

Meeting of Unitholders

Article 15

1. Within four months of the end of a financial year there shall be a meeting of Unitholders which shall also be open to the management executives of the Manager and the Title Holder. At this meeting:

- (a) the Manager and the Title Holder shall furnish all relevant information;
- (b) the Annual Report shall be discussed and adopted;
- (c) vacancies shall be filled; and
- (d) further items on the agenda shall be discussed.

The Auditor as well as the adviser referred to in paragraph 3 of Article 11 of these General Terms and Conditions may also be invited to attend the meeting of Unitholders.

2. The Manager shall issue invitations to the meeting of Unitholders.
3. The invitations shall be issued no later than on the 15th day before the meeting. Unitholders who together hold at least one-third of total Units in issue may request in writing from the Manager to add items to the agenda, provided that the relevant request is received by the Manager no later than eight days before the meeting. The Manager shall send notification of these additional agenda items no later than on the fifth day before the meeting to all those who have been called to the meeting. All meetings shall be held in The Netherlands at a venue determined by the Manager. Even if the regulations governing the invitation and the venue of the meeting are not observed, valid resolutions may still be passed on condition that all Unitholders attend the meeting or are represented, and on condition that there is a consensus of opinion.
4. The Annual Report mentioned in the paragraph 1 of this Article 15 shall be sent together with the invitation to the meeting.
5. The report written by the Auditor shall be appended to the Annual Report.
6. Adoption of the Annual Report by the meeting of Unitholders shall fully discharge the Manager and the Title Holder from the performance of their duties during the financial year in question provided the meeting makes no reservations.
7. Within eight days of the Annual Report being adopted, the Manager will publish (*openbaarmaken*) the Annual Report. If the report is adopted with amendments, the amended report together with a statement from the Auditor concerning the amendments, shall be sent to Unitholders by the Manager.
8. If the Manager deems it to be in the interest of Unitholders, the Manager shall convene an extraordinary meeting of Unitholders.
9. The meetings of Unitholders shall be chaired by a member of the Manager's management. If no members of the Manager's management are present, the meeting shall elect a meeting chairman from those present. The chairperson of the meeting shall appoint a secretary.
10. A Unitholder may be represented at a meeting by another person who has a valid power of attorney in writing.
11. Unless otherwise stipulated in these General Terms and Conditions, all resolutions require the absolute majority of votes present or represented in the meeting of Unitholders to be adopted. In this context, each Unit is entitled to one vote.

12. Blank ballot papers and invalid ballot papers shall be deemed void.
13. In the event of a tie the chairperson of the meeting shall have the casting vote.
14. The chairperson of the meeting shall determine the manner of voting.

Article 16

Unless a notarial recording is made of the minutes of the meeting of Unitholders, the secretary shall take the minutes of the meeting. The minutes of the meeting shall be adopted and signed by the chairperson and the secretary of the meeting in question, or at the following meeting of Unitholders, in which case it shall be signed by the chairperson and secretary at that meeting.

Resignation of Manager or Title Holder

Article 17

1. The Manager shall resign:
 - (a) if it is liquidated;
 - (b) by voluntary resignation;
 - (c) in the event of irrevocable bankruptcy or if the Manager loses control over its capital in any way including by way of being granted a moratorium; and
 - (d) by dismissal through the meeting of Unitholders.
2. The Title Holder shall resign:
 - (a) if it is liquidated;
 - (b) by voluntary resignation;
 - (c) in the event of irrevocable bankruptcy or if the Title Holder loses control over its capital in any way including by way of being granted a moratorium; and
 - (d) by dismissal through the meeting of Unitholders.
3. A decision of the meeting of Unitholders to dismiss the Manager or the Title Holder must be adopted by at least a majority of three-quarters of all Units in issue.

Replacement of Manager or Title Holder

Article 18

1. If the Manager or the Title Holder wishes to or is obliged to discontinue its activities as manager or title holder according to Article 17 of the General Terms and Conditions, a meeting of Unitholders shall be convened within four weeks of notification of this fact in order to appoint a successor. The Unitholders shall be informed of the replacement.

2. If no successor has been appointed six weeks after the Manager or Title Holder informed the Fund that it wishes to or is obliged to resign, the Fund shall go into liquidation pursuant to the provisions laid down in Article 20 of the General Terms and Conditions.
3. The provisions of paragraph 1 of this Article 18 shall apply accordingly for any appointed successors.
4. The appointed successor to the Manager or the Title Holder shall have the rights and obligations laid down in the General Terms and Conditions and the Prospectus.
5. The Title Holder and the Manager hereby commit to cooperate fully in the transfer of the contractual position of the Title Holder to a successive title holder in the event of the Title Holder discontinuing its activities as the Title Holder in accordance with paragraph 1 of this Article 18. In particular, the Title Holder hereby commits in advance to transfer the Fund to a successive title holder and to carry out all necessary *in rem* acts and other acts. The Title Holder shall indemnify the successive title holder and the Unitholders for all losses resulting from non-performance or defective performance of the above obligation, regardless of whether the loss is the consequence of culpable non-performance or defective performance of its obligations, for all losses resulting from breach of the General Terms and Conditions, applicable laws and regulations or other unlawful acts during the period the Title Holder was in office. The above shall also apply if the Title Holder has delegated any of its responsibilities in relation to its assets, in whole or in part, in which case the Title Holder shall guarantee performance of the obligations mentioned in this clause by the delegates and shall indemnify the successive title holder and the Unitholders for the aforementioned loss caused by the delegates.

Changes to the conditions of the Fund

Article 19

1. The conditions of the Fund may be changed by decision of the Manager. A proposal for a change of the conditions that apply between the Fund and the Unitholders will be announced and explained on the website of the Manager. Simultaneously with the announcement of a proposal for a change of the conditions, the Manager will inform the AFM of such proposal.
2. Only if the change itself of the conditions that apply between the Fund and the Unitholders deviates from the proposal as referred to in paragraph 1 of this Article 19, it will be separately announced and explained on the website of the Manager. Simultaneously with the announcement of the change of the conditions, the Manager will inform the AFM of such change.
3. Changes in the conditions that apply between the Fund and the Unitholders resulting in rights or security of the Unitholders being reduced or obligations being imposed upon the Unitholders or in a change of the investment strategies (*beleggingsbeleid*) of the Fund, will not be invoked against those who are Unitholders at the moment of the announcement of the proposal for the change referred to in paragraph 1 of this Article 19 before one month has lapsed after such announcement.

During this one-month-period, the Unitholders can have their Units redeemed by the Fund against the usual conditions, notwithstanding the provisions set out in the Prospectus, these General Terms and Conditions and the other conditions that apply between the Fund and the Unitholders.

4. The Unitholders shall be notified by the Manager of the date on which the change shall take effect.

Liquidation

Article 20

1. The Fund shall be liquidated without prejudice to paragraph 2 of Article 18 of these General Terms and Conditions if the Manager resolves to do so. The meeting of Unitholders may only decide on liquidation if holders of at least two-thirds of Units in issue vote in favour of the resolution. The Unitholders shall be notified by the Manager if liquidation of the Fund has been agreed.
2. Liquidation shall be effected by the Manager. After the resolution to liquidate the Fund has been taken, the Fund shall redeem no more Units.
3. The balance left after liquidation shall be distributed among the Unitholders in proportion to the number of Units held. The Units shall then expire. Proceedings to make a distribution to Unitholders may only take place after an account has been rendered as laid down in paragraph 5 of this Article 20. The availability for payment of distributions to Unitholders, the composition of the distributions as well as the method of payment will be announced on the Manager's website.
4. For the duration of the liquidation period, the Manager shall receive a fee and remuneration as stipulated in paragraph 2 of Article 14 of these General Terms and Conditions.
5. The Manager shall render an account accompanied by a report from the Auditor. Approval of the accounts and the report by the meeting of Unitholders, provided the meeting makes no reservations, shall release the Title Holder and the Manager from their obligations.

Applicable law, place of jurisdiction

Article 21

1. These General Terms and Conditions are governed exclusively by Dutch law.
2. The exclusive place of first instance jurisdiction for pronouncing judgement in the event of a dispute between parties stemming from these General Terms and Conditions is the district court (*Arrondissementsrechtbank*) of Amsterdam.

In Witness whereof these General Terms and Conditions have been entered into the day and year first above written.

Signed by

Man Fund Management Netherlands B.V.

By:

Name:

Title:

Date: 8 May 2015

Citco Bewaarder B.V.

By:

Name:

Title:

Date: 8 May 2015

Annex B

Selling restrictions

General

The distribution of this Prospectus and the offering of the Units may be restricted in certain jurisdictions. The information below is for general guidance only. It is the responsibility of any person or persons in possession of this Prospectus and wishing to make an application for Units to inform themselves of and to observe all applicable laws and regulation of any relevant jurisdiction.

No persons receiving a copy of this Prospectus or the accompanying Application Form in any such jurisdiction may treat this Prospectus or such Application Form as constituting an invitation to them to subscribe for Units, nor should they in any event use such Application Form, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such Application Form could lawfully be used without compliance with any registration or other legal requirements.

In those EEA states which have implemented the Directive and which have established transitional arrangements in relation to marketing for which the Fund qualifies, marketing of the Fund in an EEA state which was permitted prior to the implementation of the Directive may continue until the expiry of the transitional period in that EEA state. In those EEA states which have implemented the Directive but in which transitional arrangements are not or are no longer available, the Fund will only be offered in an EEA state to the extent that the Fund: (i) is permitted to be marketed into the relevant EEA state pursuant to Article 36 of the Directive (as implemented into local law); or (ii) can otherwise be lawfully offered or sold (including at the initiative of investors).

Argentina

The Units are not and will not be marketed in Argentina by means of a public offer of securities, as such term is defined under Section 16 of Law N° 17,811, as amended. No application has been or will be made with the Argentine Comisión Nacional de Valores, the Argentine securities governmental authority, to offer the Units in Argentina.

Australia

No offer of securities or any other financial product is being made into Australia other than to investors who are both: (i) "wholesale clients" as defined in section 761G of the Corporations Act (Cth) 2001; and (ii) "Sophisticated investors" as defined in section 708(8) of the Corporations Act (Cth) 2001 or "Professional investors" as defined in section 708(11) of the Corporations Act (Cth) 2001.

This Prospectus has not been, and will not be, lodged with the Australian Securities and Investments Commission as a disclosure document for the purposes of the Corporations Act (Cth) 2001.

Any Units issued upon acceptance of the offering may not be offered for sale (or transferred, assigned or otherwise alienated) to investors in Australia for at least twelve (12) months after their issue, except in circumstances where disclosure to investors is not required under Chapter 6D of the Corporations

Act (Cth) 2001 or unless a disclosure document that complies with the Corporations Act (Cth) 2001 is lodged with the Australian Securities and Investments Commission.

Investors are advised that the Fund is not licensed in Australia to provide financial product advice in relation to the Units. No cooling-off regime will apply in respect of the acquisition of Units.

Bahrain

This offer is a private placement. It is not subject to the regulations of the central bank of Bahrain that apply to public offerings of securities, and the extensive disclosure requirements and other protections that these regulations contain. This Prospectus is therefore intended only for "accredited investors".

"Accredited investors" are: a. individuals holding financial assets (either singly or jointly with their spouse) of USD 1,000,000 or more; b. companies, partnerships, trusts or other commercial undertakings, which have financial assets available for investment of not less than USD 1,000,000; or c. governments, supranational organisations, central banks or other national monetary authorities, and state organisations whose main activity is to invest in financial instruments (such as state pension funds).

The financial instruments offered by way of private placement may only be offered in minimum subscriptions of \$100,000 (or equivalent in other currencies). The Central Bank of Bahrain assumes no responsibility for the accuracy and completeness of the statements and information contained in this document and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the contents of this document.

The Manager accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Manager, who has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the reliability of such information.

Brazil

The Fund and its Units have not been, nor will they be, registered or qualified under any rules issued by the Brazilian Securities Exchange Commission (the "CVM") or any applicable securities laws of Brazil, and are not, and will not be, subject to public offering in Brazil. Therefore, the Fund and its Units cannot be marketed, offered or sold to the general public in Brazil. Any offers or sales of Units in violation of the foregoing shall be considered as an irregular public offering of securities in Brazil, and treated by the Fund as void.

This Prospectus is highly confidential and has been delivered to an exclusive and restricted group of potential investors who have previous and/or regular business relationship with the distributor and/or such other persons, firms or companies as may from time to time be appointed as distributor or co-distributor or sub-distributor and/or other entities within their group. This Prospectus is personal to the person to whom it has been delivered and does not constitute a public offering of securities or any sort of investment in Brazil. Distribution of this Prospectus to any person other than the person to whom it

has been delivered is unauthorised, and any disclosure of any of its contents is prohibited. Each person to whom this Prospectus has been delivered, by accepting delivery of this Prospectus, agrees to the foregoing and agrees not to make any copies of this Prospectus, in whole or in part.

Canada

The Units may not be offered or sold, and this Prospectus may not be delivered, in Canada or to a resident of Canada unless and until this Prospectus is accompanied by an appropriate Canadian wrapper. In addition, the Units may only be offered or sold to qualified investors in Canada, in accordance with the requirements of the securities regulations of the investor's place of residence or domicile.

Cayman Islands

No invitation to the public in the Cayman Islands to subscribe for Units is permitted to be made unless the Units are listed on the Cayman Islands Stock Exchange. As at the date of this Prospectus, no such listing is anticipated to be made.

Chile

For the residents of the Republic of Chile. Neither the Fund nor the Units have been registered with the Chilean Superintendency of Securities and Insurance (Superintendencia de Valores y Seguros de Chile, the "SVS"). Therefore, the Units may not be offered, distributed or sold in the Republic of Chile nor may any subsequent resale of the interests be carried out in the Republic of Chile except in circumstances which do not constitute a public offer of securities in the Republic of Chile as defined in the Chilean Securities Market Act (Ley 18,045, Ley de Mercado de Valores) or without complying with all legal and regulatory requirements in relation thereto.

The Prospectus attached hereto is confidential and personal to each offeree, it has not been registered with the SVS and does not constitute an offer to any other person or to the public in general to subscribe for or otherwise to acquire the Units. Distribution of the Prospectus to any person other than the offeree is unauthorised, and any disclosure of any of the content of the Prospectus without our prior written consent is prohibited. Each investor, by accepting the delivery of the Prospectus, agrees to the foregoing and will not forward or copy the Prospectus or any documents referred to herein.

Each investor must make its own assessment as to whether the Units may be lawfully acquired by it and seek financial advice in this regard. The Manager reserves the right to reject any offer to purchase, in whole or in part, and for any reason, the Units offered hereby. The Manager also reserves the right to sell or place less than all of the Units offered hereby.

China

The Units may not be offered, sold or delivered, directly or indirectly, in the People's Republic of China (excluding Hong Kong, Macau and Taiwan) (the "PRC") unless otherwise permitted by the local laws and regulations. The Units may only be offered or sold to the PRC investors that are authorised to engage in the purchase of the Units being offered or sold. PRC investors are responsible for obtaining

all relevant government regulatory approvals/licences (if any) by themselves, including, but not limited to, any which may be required from the State Administration of Foreign Exchange and other competent regulatory authorities and complying with all relevant PRC regulations (if applicable), including, but not limited to, any relevant foreign exchange regulations and/or overseas investment regulations.

The Fund does not represent that this Prospectus may be lawfully distributed, or that any Units may be lawfully offered, in compliance with any applicable registration or other requirements in the PRC, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Fund which would permit a public offering of any Units or distribution of this document in the PRC. Accordingly, the Units are not being offered or sold within the PRC by means of this Prospectus or any other document. Neither this Prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with any applicable laws and regulations.

Colombia

The Units have not and will not be marketed, offered, sold or distributed in Colombia or to Colombian residents except in circumstances which do not constitute a public offer of securities in Colombia within the meaning of Article 6.1.1.1.1 of Decree 2555 of 2010, as amended from time to time. Neither the Fund nor the Units will be publicly offered, marketed or negotiated in Colombia through promotional or advertisement activities (as defined under Colombian Law) except in compliance with the requirements of Colombian regulations (especially, Decree 2555 of 2010 issued by the Ministry of Finance and Public Credit, Law 964 of 2005 and Decree 663 of 1993 or the Organic Statute of the Financial System), as amended and restated, and decrees and regulations made thereunder. The Units have not been registered in the National Securities and Issuers Registry (Registro Nacional de Valores y Emisores) of the Colombian Financial Superintendency (Superintendencia Financiera de Colombia) and the Units are not intended to be offered publicly in Colombia.

Pursuant to Decree 2555 of 2010, as amended by, amongst others, Decree 2955 of 2010, certain requirements must be met in order for Colombian pension fund administrators to be able to invest in private equity funds established outside Colombia.

There are Colombian laws and regulations (specifically foreign exchange and tax regulations) that may be applicable to any transaction or investment consummated in connection with this Prospectus. The investor bears sole liability for full compliance with any such laws and regulations.

Costa Rica

This Prospectus has been produced for the purpose of providing information about the Units and will be provided to a maximum of 50 investors in Costa Rica who are Institutional or Sophisticated Investors in accordance with the exemptions established in the Regulations on Public Offers of Values. This Prospectus is made available on the condition that it is for the use only by the recipient and may

not be passed onto any other person or be reproduced in any part. The Units have not been and will not be offered in the course of a public offering or of equivalent marketing in Costa Rica.

The Units are the product of a private offer, in accordance with the exceptions established in the Regulation on Public Offer of Securities. No collective communication media has been used. The holder acknowledges and accepts the legal and tax regimes that apply to the private offer of securities.

Dubai International Financial Centre

This Prospectus relates to a Fund which is not subject to any form of regulation or approval by the Dubai Financial Services Authority ("DFSA"). The DFSA has no responsibility for reviewing or verifying any Prospectus or other documents in connection with this Fund. Accordingly, the DFSA has not approved this Prospectus or any other associated documents nor taken any steps to verify the information set out in this Prospectus, and has no responsibility for it. The Units to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers should conduct their own due diligence on the Units. If you do not understand the contents of this document you should consult an authorised financial adviser.

Guernsey

The offer of the Units described in this Prospectus does not constitute an offer to the public in the Bailiwick of Guernsey for the purposes of the Prospectus Rules 2008 (the "Rules") issued by the Guernsey Financial Services Commission (the "GFSC"). Neither this Prospectus nor any other offering material relating to the Units will be distributed or be caused to be distributed to the public in Guernsey. The Rules do not apply to this Prospectus and, accordingly, this Prospectus has not been, nor is it required to be, submitted to or approved or authorised by the GFSC. The Fund will not be regulated by the GFSC. The GFSC has no on-going responsibility to monitor the performance of the Fund or to protect the interests of shareholders.

To the extent to which any promotion of the Units is deemed to take place in the Bailiwick of Guernsey, the Units are only being promoted in or from within the Bailiwick of Guernsey either: (i) by persons licensed to do so under the Protection of the Investors (Bailiwick of Guernsey) Law, 1987 (as amended) (the "POI Law"); or (ii) to persons licensed under the POI Law, the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended), the Banking Supervision (Bailiwick of Guernsey) Law, 1994 or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2000. Promotion is not being made in any other way.

Hong Kong

WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

This Prospectus has not been approved by the Securities and Futures Commission in Hong Kong and, accordingly: (i) the Units may not be offered or sold in Hong Kong by means of this Prospectus or any other document other than to "professional investors" as defined in the Securities and Futures

Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32, Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of the Companies Ordinance; and (ii) no person shall issue or possess for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Units which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Units which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors (as set out above).

India

Please note that any Units of the Fund that are issued will be issued strictly on a private placement basis. The Securities and Exchange Board of India ("SEBI") has not approved, authorised or registered this Prospectus or any offering of the Units. This Prospectus is made available to the recipient thereof on a restricted and strictly confidential basis in reliance upon the representation of such recipient as to its eligibility to receive this Prospectus and to subscribe for the Units. No other person is permitted to view this Prospectus, to subscribe for any Units or to distribute or solicit for subscription or purchase in any manner this Prospectus, the Units or any direct or indirect interest in the Fund. No general solicitation or offering to the public is made hereby and no more than 49 numbered copies of this Prospectus have been made available to persons in India. This Prospectus is not a prospectus, statement in lieu of a prospectus, draft prospectus, red herring prospectus, shelf prospectus or letter of offer within the meanings given to such terms by the Indian Companies Act, 1956, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, or any other laws or regulations in India.

Investment in the Units by persons resident in India is subject to compliance with: (i) the Foreign Exchange Management (Transfer or Issue of any Foreign Security) Regulations, 2004; (ii) the Master Circular on Direct Investment by Residents in Joint Venture / Wholly Owned Subsidiary Abroad dated 1 July 2011 (RBI/2011- 12/11 Master Circular No. 01/2011-12); and (iii) the Master Circular on Miscellaneous Remittances From India – Facilities for Residents dated 1 July 2011 (RBI/2011 – 12/1) issued by the Reserve Bank of India and as may be amended or replaced from time to time. Except as expressly permitted in terms of the above, no person resident in India is permitted to subscribe for securities of an entity incorporated outside India. In particular, no person in India is eligible to subscribe for or to purchase the Units, except for the following, subject to the restrictions specified under applicable regulations: (a) companies in India, statutory corporations established by Acts of the Indian parliament and registered partnerships in India which are eligible to invest up to 400% of their net worth in entities outside India (subject to approval of the relevant regulator for investments in entities engaged in financial services) to the extent permitted under the aforesaid regulations; (b) companies listed on a stock exchange in India (other than companies engaged in the financial services sector) that are permitted to invest up to 50% of their net worth in Units of an overseas company which is listed on a recognized stock exchange to the extent permitted by the aforesaid regulations; (c) mutual funds registered with the SEBI to the extent permitted by the aforesaid regulations; (d) Indian resident individuals who intend to make investments up to USD200,000

annually under the liberalized remittance scheme detailed under the Reserve Bank of India's Master Circular on Miscellaneous Remittances From India – Facilities for Residents dated 1 July 2011 (RBI/2011 – 12/1) as may be amended or replaced from time to time; and (e) such other persons who have received express permission from the Reserve Bank of India.

It is the responsibility of each recipient of this Prospectus to evaluate based on legal advice whether any subscription to Units of the Fund is a permissible capital account transaction under the Foreign Exchange Management Act, 1999 and regulations thereunder.

Indonesia

The Units have not been offered or sold and will not be offered or sold in Indonesia or to Indonesian nationals, corporations or Indonesian citizens under the Indonesian Capital Markets Law (Law No.8/1995), wherever they are domiciled or to Indonesian residents, including by way of invitation, offering or advertisement, and neither this Prospectus nor any other offering materials relating to the Units have been distributed, or will be distributed, in Indonesia or to Indonesian nationals, corporations or residents, in a manner which constitutes a public offering of the Units under the laws or regulations of the Republic of Indonesia.

Israel

Neither this Prospectus nor the Application Form attached hereto constitutes a prospectus within the meaning of the Israeli Securities Law, 1968 ("Israeli Securities Law"), and none of them have been approved by the Israeli Securities Authority. A prospectus has not been prepared or filed, and will not be prepared or filed with the Israeli Securities Authority in connection with the offer of the Units under this Prospectus and Application Form.

Neither the Prospectus nor this Application Form constitutes an offer or sale of Securities and/or Units to the general public in the State of Israel, as such terms are defined in the Israeli Securities Law and the Israeli Joint Investment Trust Law, 1994 ("Israeli Joint Investment Trust Law"), respectively.

The Units are being offered only to special types of investors that are listed in the First Supplement of the Israeli Securities Law ("Special Investors"), and which have provided their prior written confirmation that they comply with the eligibility criteria set forth therein to be treated as Special Investors, are aware of the meaning of being treated as Special Investors, and consent to be treated as such. The term "Special Investors" shall include: A Mutual Trust Fund, as defined under the Israeli Joint Investment Trust Law, or a trust fund manager; a Provident Fund, as defined under the Israeli Supervision of Financial Services (Provident Funds) Law, 5765-2005, or a company managing a Provident Fund; an Insurer as defined under the Israeli Law of Supervision of Insurance Business, 1981; a Banking Corporation and an Auxiliary Corporations as defined under the Israeli Banking Law (License), 1981 ("Israeli Banking Law") (except for a company licensed as a Joint Services Company under the Israeli Banking Law), purchasing Units for their own account and/or for investors which are considered as Special Investors; an entity which is licensed to render Portfolio Management services under the Regulation of Investment Advice, Investment Marketing and Portfolio Management Law, 1995 ("Israeli Advice Law") (provided that such entity is purchasing Units for its own account and for

clients who are considered, by themselves, as Special Investors); an entity which is licensed to render Investment Advice and/or Investment Marketing services, under the Israeli Advice Law (purchasing Units for its own account); a member of the Tel-Aviv Stock Exchange (purchasing Units for its own account, and/or for clients which are considered, by themselves, as Special Investors); a certain type of underwriter which complies with certain eligibility conditions set forth in Section 56(c) of the Israeli Securities Law (purchasing Units for its own account); a venture capital fund which is primarily engaged in investment in corporations, which, at the time of its investment, was engaged mainly in research and development activities or in the manufacture of innovative and know-how based products or processes, which involve a relatively high risk; a corporation fully owned by Special Investors; a corporation (with the exception of a corporation incorporated for the purpose of purchasing securities in a certain offer) whose equity capital is in excess of 50 million NIS; and/or an individual, purchasing the Units for her/his own account, with respect to whom two of the three following conditions are fulfilled: (i) the total value of her/his cash, deposits, financial assets and securities as defined under Section 52 of the Israeli Securities Law exceeds 12 million NIS; (ii) she/he has expertise and capabilities in the capital market field or was employed for at least one (1) year in a professional position which requires expertise in the capital market; and (iii) had performed at least thirty (30) transactions (except for transactions performed by an entity licensed under the Israeli Investment Advice Law to render Portfolio Management services for such individuals).

This Prospectus and the Application Form may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent by the Fund and/or its authorised representatives of the Fund. Any offeree who purchases Units is purchasing such Units for its own benefit and account and not with the aim or intention of distributing or offering such Units to other parties. Nothing in this Prospectus and/or in the Application Form shall be considered as render of Investment Advice, Investment Marketing and/or Portfolio Management services, or an Offer to Render Investment Advice, Investment Marketing and/or Portfolio Management Services, as such terms are defined under the Investment Advice Law. Potential investors are encouraged to seek competent investment advice from an Israeli entity licensed under the Investment Advice Law to render Investment Advice and/or Investment Marketing services prior to making the investment.

Japan

The Units have not been and will not be registered for a public offering in Japan pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law (the "FIEL"). The Units may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan or to others for reoffering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements for the FIEL and otherwise in compliance with such law and other relevant laws and regulations. As used in this paragraph, "resident of Japan" means a natural person having his place of domicile or residence in Japan, or a juridical person having its main office in Japan as defined in Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Trade Law of Japan (Law No. 228 of 1949).

Jersey

Consent under the Control of Borrowing (Jersey) Order 1958 (the "COB Order") has not been obtained for the circulation of this Prospectus. Accordingly, the offer that is the subject of this Prospectus may only be made in Jersey where such offer is not an offer to the public (as defined in the COB Order) or where the offer is valid in the United Kingdom or Guernsey and is circulated in Jersey only to persons similar to those to whom, and in a manner similar to that in which, it is for the time being circulated in the United Kingdom or Guernsey as the case may be. The Directors may, but are not obliged to, apply for such consent in the future.

Kenya

The offer of the Units does not constitute an offer to the public within the meaning of section 57 of the Companies Act (Chapter 486, laws of Kenya) (the "CA") or an offer of securities to the public within the meaning of regulation 5(1) of The Capital Markets (Securities) (Public Offers, Listing and Disclosures) Regulation, 2002 as amended by The Capital Markets (Securities) (Public Offers, Listing and Disclosures) (Amendment) Regulations, 2008 (the "Regulations"). The Fund and its local distributors and the investors to whom this Prospectus is provided will agree that the Units may not be offered or sold directly or indirectly to the public or otherwise in Kenya.

In accordance with the CA and the Regulations, this Prospectus and the offer of the Units have not been and will not be approved by the Capital Markets Authority in Kenya and will not be delivered to the Registrar of Companies or the Capital Markets Authority in Kenya for registration.

Lebanon

Neither this Prospectus nor the accompanying Application Form constitutes or forms part of any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any Units in the Fund in the Lebanese territory, nor shall it (or any part of it), nor the fact of its distribution, form the basis of, or be relied on in connection with, any contract therefor.

The Fund has not been, and will not be, authorised or licensed by the Central Bank of Lebanon (the "CBL") and its Units cannot be marketed and sold in Lebanon. No public offering of the Units is being made in Lebanon and no mass-media means of contact are being employed. This Prospectus is aimed at institutions and sophisticated, high net worth individuals only, and this Prospectus will not be provided to any person in Lebanon except upon the written request of such person.

The Units may not be sold or transferred except as permitted by the Fund and will be subject to significant restrictions upon transfer.

Recipients of this Prospectus should pay particular attention to the disclosure under the heading "Certain Investment Risks" in this Prospectus. Investment in the Units is suitable only for sophisticated investors with the financial ability and willingness to accept the risks and lack of liquidity associated with such an investment, and said investors must be prepared to bear those risks for an extended period of time.

Malaysia

No approval from the Securities Commission of Malaysia is or will be obtained, nor will any prospectus be filed or registered, nor this Prospectus deposited as an information memorandum, with the Securities Commission of Malaysia for the offering of the Units in Malaysia. This Prospectus neither constitutes nor is intended to constitute an invitation or offer for subscription or purchase of the Units to any person in Malaysia. The Units may not be offered or sold or made available to any person in Malaysia. Neither this Prospectus nor any other offering material or document relating to the Units may be published or distributed, directly or indirectly, to any person in Malaysia.

Mexico

The Units are not authorised to be publicly offered in Mexico. The Units have not been and will not be registered with the Registro Nacional de Valores (the "National Securities Registry") maintained by the Comisión Nacional Bancaria y de Valores (the "National Banking and Securities Commission", or "CNBV"), and may not be offered or sold publicly, or otherwise be the subject of brokerage activities in Mexico, except pursuant to a private placement exemption pursuant to article 8 of the Ley del Mercado de Valores, as amended (the "Mexican Securities Market Law").

The information contained in this Prospectus is exclusively the responsibility of the Fund and has not been reviewed or authorised by the CNBV. In making an investment decision, all investors, including any Mexican investors who may acquire Units from time to time, must rely on their own review of this Prospectus, the Fund, the Manager as well as their investment regime and applicable taxes.

New Zealand

The offering which is the subject of this Prospectus is available in New Zealand only to investors who are not "members of the public" in New Zealand within the meaning of the Securities Act 1978 (NZ). Applications to invest by members of the public in New Zealand will not be accepted. New Zealand investors must be persons: whose principal business is the investment of money; who, in the course of and for the purposes of their business, habitually invest money; or who pay a minimum subscription price for their Units of at least NZ\$500,000 before the allotment of those Units (excluding any amount borrowed from the Fund or the Manager (or any of their associated persons)). This Prospectus does not constitute and should not be construed as an offer, invitation, proposal or recommendation to apply for Units by persons who are members of the public in New Zealand. The Investment Manager may, at its sole discretion, decline to accept any application for Units from a New Zealand applicant if it suspects that the applicant is a member of the public in New Zealand.

Panama

The Fund has not been and will not be registered with the Security Market Superintendence of the Republic of Panama under Decree Law N°1 of July 8, 1999, as amended by Law 67 of September 1, 2011 (the "Panamanian Securities Act") and its Units may not be publicly offered or sold within the Republic of Panama, except in certain limited private offerings exempt from the registration requirements of the Panamanian Securities Act. The Units do not benefit from the tax incentives

provided by the Panamanian Securities Act and are not subject to regulation or supervision by the Security Market Superintendence of the Republic of Panama.

Peru

The Units have not been, nor will they be, registered or qualified under the Peruvian Securities Act, as amended. Thus, except with respect to Peruvian Qualified Investors (as defined below), the Units may not be offered, sold, transferred or delivered directly or indirectly in Peru or to any Peruvian person. Any sales or transfers of Units in violation of the abovementioned shall be prohibited and treated as null and void, unless the Units are listed on the Peruvian Stock Exchange under the regulations provided by the Peruvian Securities Act. As of the date of this Prospectus, no such listing is anticipated.

In accordance with the applicable Peruvian regulations contemplated in the Peruvian Securities Law the following entities and individuals qualify as "Peruvian Qualified Investors" for the purposes of this Prospectus: (i) banks, finance entities and insurance companies, broker dealers, private pension funds, investment funds, mutual funds and foreign entities that carry out similar activities; (ii) the Public Pension Fund (Oficina de Normalización Previsional), the Public Health Services Entities (EsSalud) and securitization companies; (iii) entities considered as "Qualified Institutional Buyers" under Rule 144-A of the US Securities and Exchange Commission; (iv) other financial entities under the surveillance of the Superintendence of Banking, Insurance and Private Pension Securities Managers; (v) public or private entities engaged in the investment in securities on a regular basis (in the case of private entities, their net worth should be equal to or greater than PEN 750,000.00); (vi) natural persons whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase is equal to or greater than PEN 2,000,000.00, and who had individual net income or joint net income with that person's spouse, equal to or greater than PEN 750,000.00 during the past three (3) years prior to the purchase; (vii) officers and managers of the aforementioned entities; (viii) any corporation in which all of the equity owners are one of the aforementioned persons; and (ix) securities or trusts managed by the aforementioned persons, when they take the investment decisions, if the net worth of said funds or trusts is equal to or greater than PEN 400,000.00.

Philippines

THE SECURITIES BEING OFFERED FOR SALE OR SOLD HEREIN (THE "UNITS") HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION ("SEC") OF THE PHILIPPINES UNDER THE SECURITIES REGULATION CODE ("SRC"). ANY FUTURE OFFER TO SELL OR SALE OF THE SECURITIES IS SUBJECT TO THE REGISTRATION REQUIREMENTS UNDER THE SRC UNLESS SUCH OFFER TO SELL OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

The Fund is not an investment company registered with the SEC pursuant to Republic Act No. 2629 or the Investment Company Act. Hence, the Fund is not authorised nor recognised by the SEC and the Units are not allowed to be sold or be offered for sale to the retail public in the Philippines. The Fund has not secured the written confirmation of the SEC that the sale or offer for sale of the Units in the

Philippines is exempt from the registration requirements under the SRC. The Fund will comply with all applicable selling and distribution restrictions of the SEC.

The distribution of this Prospectus and the sale or offering for sale of the Units in the Philippines is not subject to the registration requirements under the SRC and will qualify as an exempt transaction under Section 10.1 (l) of the SRC, if the Units will be sold or offered for sale only to qualified individual and institutional buyers. The qualified individual and institutional buyers should be registered with a registrar authorised by the SEC and said buyers should possess the qualifications provided under SEC Memorandum Circular No. 6, Series of 2007. If you are not such a qualified individual or institutional buyer, please be guided accordingly by consulting with your legal and financial adviser.

Pursuant to SRC Rule 10.1, a notice of exemption in the form of SEC Form 10-1 shall be filed by the Fund with the SEC after the sale of the Units in accordance with the rules of the SEC.

Russian Federation

No Units have been offered or sold or transferred or otherwise disposed of, or will be offered or sold or transferred or otherwise disposed of (as part of their initial distribution or at any time thereafter) to or for the benefit of any persons (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian law.

Since neither the issue of the Units nor a securities prospectus in respect of the Units has been, or is intended to be, registered with the Federal Service for Financial Markets of the Russian Federation, the Units are not eligible for initial offering or public circulation in the Russian Federation and may not be offered in the Russian Federation in any way other than to Russian "qualified investors" (as defined under Russian law) in a manner that does not constitute "advertisement", "placement" or "public circulation" (as defined under Russian law) of the Units in the Russian Federation.

Information set forth in this Prospectus is not an offer, advertisement or invitation to make offers, to sell, exchange or otherwise transfer the Units in the Russian Federation or to or for the benefit of any Russian person or entity.

Saudi Arabia

This Prospectus includes information given in compliance with the "Offer of Securities Regulations" as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October, 2004 and amended by resolution of the Board of the Capital Market Authority resolution number 1-28-2008 dated 18 August, 2008 (the "KSA Regulations"). This Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the KSA Regulations. It should not be distributed to any other person, or relied upon by any other person.

Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "Saudi Investor") who acquires Units in the Fund pursuant to the offering should note that the offer of these Units is a limited offer under paragraph (a) of article 11 of the KSA Regulations. The Units will be offered to no more

than 60 Saudi Investors and the minimum amount payable by each Saudi Investor must not be less than Saudi Riyal (SR) 1 million or an equivalent amount. This offer of the Units is therefore exempt from the public offer of the KSA Regulations, but is subject to the following restrictions on secondary market activity:

- a. a Saudi Investor (the "transferor") who has acquired Units pursuant to this exempt offer may not offer or sell the Units to any person (referred to as a "transferee") unless the price to be paid by the transferee for such Units equals or exceeds SR 1 million;
- b. if the provisions of paragraph (a) cannot be fulfilled because the price of the Units being offered or sold to the transferee has declined since the date of the original exempt offer, the transferor may offer or sell the Units to the transferee if their purchase price during the period of the original exempt offer was equal to or exceeded SR 1 million;
- c. if the provisions of (b) cannot be fulfilled, the transferor may offer or sell the Units if he/she sells his/her entire holding of Units to one transferee, the provisions of paragraph (a), (b) and (c) shall apply to all subsequent transferees of the Units.

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Saudi Capital Market Authority.

The Saudi Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document you should consult an authorised financial adviser.

Singapore

This Prospectus has not been registered as a prospectus with the MAS. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Units may not be circulated or distributed, nor may Units be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 304 of the SFA, (ii) to a relevant person pursuant to Section 305(1), or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

South Africa

The Fund is a collective investment scheme as defined in the Collective Investment Schemes Control Act, 2002 (**CISCA**). The Fund has not been approved as a foreign collective investment scheme in South Africa and therefore in terms of the CISCA the Units may not be solicited to members of the

public in South Africa, which includes: (a) members of any section of the public, whether selected as clients, members, shareholders, employees or ex-employees of the person issuing an invitation to acquire a participatory interest in a collective investment scheme; and (b) a financial institution regulated by any law, but excludes persons confined to a restricted circle of individuals with a common interest who receive the invitation in circumstances which can properly be regarded as a domestic or private business venture between those persons and the person issuing the invitation.

Furthermore, a copy of the Fund's Memorandum of Association, and a list of the names and addresses of its Directors, has not been filed with the Companies and Intellectual Property Commission in South Africa. Nor has this Prospectus been registered in South Africa. Accordingly, in terms of the Companies Act 2008, no Units under this Prospectus shall be offered to the public in South Africa, which includes an offer of the Units to any section of public, whether selected: (a) as holders of the Units; (b) as clients of the person issuing the Prospectus; (c) as the holders of any particular class of property; or (d) in any other manner, but does not include an offer made, inter alia, in the following circumstances:

- (i) if the offer is made only to: (A) persons whose ordinary business, or part of whose ordinary business, is to deal in securities, whether as principals or agents; (B) the Public Investment Corporation as defined in the Public Investment Corporation Act, 2004; (C) a person or entity regulated by the Reserve Bank of South Africa; (D) an authorised financial services provider, as defined in the Financial Advisory and Intermediary Services Act, 2002; (E) a financial institution, as defined in the Financial Services Board Act, 1990; (F) a wholly-owned subsidiary of a person contemplated in subparagraph (C), (D) or (E), acting as agent in the capacity of an authorised portfolio manager for a pension fund registered in terms of the Pension Funds Act, 1956, or as manager for a collective investment scheme registered in terms of CISC; or (G) any combination of persons contemplated in paragraphs (A) to (F);
- (ii) if the total contemplated acquisition cost of the securities, for any single addressee acting as principal, is equal to or greater than the amount prescribed in terms of subsection 96(2) (a) of the Companies Act 2008 (being R1 million as at the date of this Prospectus).

South Korea

Neither the Fund nor the Manager is making any representation with respect to the eligibility of any recipients of this Prospectus to acquire the Units therein under the laws of Korea, including but without limitation the Foreign Exchange Transaction Act and Regulations thereunder. The Units have not been registered under the Financial Investment Services and Capital Markets Act of Korea, and none of the Units may be offered, sold or delivered, or offered or sold to any person for re-offering or resale,

directly or indirectly, in Korea or to any resident of Korea except pursuant to applicable laws and regulations of Korea.

Switzerland

The Fund is registered with and supervised by the Swiss Financial Market Supervisory Authority (FINMA) as a foreign other fund for alternative investments bearing special risks. Accordingly, the Fund is authorised for distribution to qualified and non-qualified investors in or from Switzerland.

Taiwan

The Fund has not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China pursuant to relevant securities laws and regulations and may not be offered, distributed, or sold in Taiwan, the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of Taiwan, the Republic of China that requires a registration or approval of the Financial Supervisory Commission of Taiwan, the Republic of China.

Thailand

The Fund is not authorised by the Securities and Exchange Commission and the Prospectus has not been approved by or filed with the Securities and Exchange Commission or any other regulatory authority of the Kingdom of Thailand. Accordingly, the Units may not be offered or sold, or this Prospectus distributed, directly or indirectly, to any person in Thailand except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the Thai government and regulatory authorities in effect at the relevant time.

Trinidad and Tobago

The Fund is not authorised by the Securities and Exchange Commission and the Prospectus has not been approved by or filed with the Securities and Exchange Commission or any other regulatory authority in Trinidad and Tobago. Accordingly, the Units may not be offered or sold, or this Prospectus distributed, directly or indirectly, to any person in Trinidad and Tobago except to market actors registered under the Securities Industry Act and in compliance with the Securities Industry Act and its Regulations.

United Arab Emirates (excluding the Dubai International Financial Centre)

Neither the Fund nor the Units have been approved or licensed by the UAE Central Bank, the Securities and Commodities Authority, the Dubai Financial Services Authority or any other relevant licensing authorities or governmental agencies in the United Arab Emirates. This Prospectus is strictly private and confidential and has not been reviewed, deposited or registered with any licensing authority or governmental agency in the United Arab Emirates, and is being issued to a limited number

of investors and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. Neither the Fund nor the Units have been or may be promoted, advertised, offered or sold directly or indirectly to the public in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. This Prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. Further, the information contained in this Prospectus is not intended to lead to the conclusion of any contract of whatsoever nature within the territory of the United Arab Emirates.

United Kingdom

The Fund is an unregulated collective investment scheme as defined in the UKFSMA. It has not been authorised, or otherwise recognised by the FCA and accordingly, as an unregulated collective investment scheme, its Units cannot be marketed in the United Kingdom to the general public. The distribution in the United Kingdom of this Prospectus: (A) if made by a person who is not an authorised person under FSMA, is being made to only the following persons: (i) persons who are "Investment Professionals" as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Financial Promotion Order"); (ii) persons falling within any of the categories of persons described in Article 49 of the Financial Promotion Order; and (iii) any other person to whom it may otherwise lawfully be made to; and (B) if made by a person who is an authorised person under FSMA, is being made to only the following persons: (i) persons falling within one of the categories of "Investment Professionals" as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemption) Order 2001, as amended (the "Promotion of CISs Order"); (ii) persons falling within any categories of persons described in Article 22 of the Promotion of CISs Order; and (iii) any other person to whom it may otherwise lawfully be made in accordance with the Promotion of CISs Order or pursuant to the rules of the FCA made pursuant to FSMA. Persons of any other description in the United Kingdom may not receive and should not act or rely on this Prospectus. If you are not a permitted recipient do not forward this Prospectus on to any other person and please return it to the person who provided it to you.

Potential investors in the United Kingdom are advised that all, or most, of the protections afforded by the United Kingdom regulatory system will not apply to an investment in the Fund and that compensation will not be available under the United Kingdom Financial Services Compensation Scheme.

United States

No Units shall be issued in the U.S. or to any U.S. person unless the Directors otherwise approve in their sole discretion and applicable U.S. disclosures are made prior to such approval.

The Units have not been, nor will they be, registered or qualified under the US Securities Act of 1933, as amended (the 'Securities Act'), or any applicable securities laws of any state or other political sub divisions of the United States of America. The Units may not be offered, sold, transferred or delivered directly or indirectly in the U.S. or to any U.S. person unless otherwise approved by the Directors in their sole discretion. Any sales or transfers of Units in violation of the foregoing shall be prohibited and treated by the Manager as void. All applicants and transferees of Units must complete an Application Form which confirms, among other things, that a purchase or a transfer of Units would not result in a sale or transfer to a person or an entity which is a U.S. person unless otherwise approved by the Directors.

To the extent Units are offered and sold within the United States or to or for the account or benefit of persons who are "US Persons" within the meaning of Regulation S under the Securities Act ('Regulation S'), such offers and sales will be made in transactions exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act, Rule 506(b) thereunder and the provisions of Regulation S. None of the US Securities and Exchange Commission (the 'SEC'), the securities regulatory authority of any state of the United States or the security regulatory authority of any other jurisdiction has passed upon the value of the Units, made any recommendations as to their purchase, approved or disapproved this offering, or passed upon the adequacy or accuracy of this Prospectus. Any representation to the contrary is a criminal offense.

Uruguay

The Units have not been registered with the Central Bank of Uruguay and will be offered in Uruguay only through private offering. In addition, the Fund was not established under the system provided for in Law 16,774 of September 27, 1996 (Investment Funds Act).

Venezuela

Under exchange control and securities regulations in effect in Venezuela, the Units may not be offered to, nor traded with, any individual or entity in Venezuelan territory. Venezuelan investors (whether individuals or entities) may acquire the Units outside Venezuelan territory.

The attention of potential investors is drawn to the section entitled 'Risk factors' of this Prospectus.

Annex C

Addendum for Swiss investors

This annex is part of the Prospectus of Man AHL Diversified Markets EU, which according to the Swiss Federal Collective Investment Schemes Act is a foreign other fund for alternative investments bearing special risks. It supplements information in the foregoing sections with respect to Units in Man AHL Diversified Markets EU which are promoted and marketed in Switzerland. This annex does not contain all the details which are to be found in the foregoing sections of the Prospectus and in the General Terms and Conditions of Man AHL Diversified Markets EU and must therefore be read in conjunction with these documents. The Prospectus and its annexes are available in English and German and can be translated into further languages. In case of discrepancies or interpretations, for investors in Switzerland the German version prevails.

This Prospectus has been reviewed and pre-approved by the AFM solely for Swiss investors in the Fund in respect of its compliance with the FMSA and in particular Article 23 of the Directive and Annex I to the Conduct of Business Decree.

Swiss investors into the Fund are asked to pay particular attention to the fact that the Fund is supervised by the AFM, not the Swiss Financial Market Supervisory Authority. The supervisory regime in The Netherlands deviates considerably from the Swiss supervisory regime pursuant to the Collective Investment Schemes Act. Under Swiss law, the fund particulars are required for obtaining the approval of the supervisory authority, whereas in The Netherlands, a fund for joint account is supervised by the AFM via such a fund's manager who is required to obtain a license from the Dutch supervisory authority.

Man AHL Diversified Markets EU has been registered for distribution with the Swiss Financial Markets Supervisory Authority (FINMA).

1. **Swiss Representative**

The Swiss Representative is Man Investments AG, Huobstrasse 3, 8808 Pfäffikon SZ, Switzerland.

2. **Swiss Paying Agent**

The Swiss Paying Agent is RBC Investor Services Bank S.A., Esch-sur-Alzette, Zurich Branch, Badenerstrasse 567, P.O. Box 101, CH-8048 Zurich, Switzerland.

3. **Location where the relevant documents may be obtained**

The Prospectus, the Annual Reports as well as the semi-annual reports may be obtained free of charge from the Swiss Representative.

4. **Publications**

a. Publications concerning Man AHL Diversified Markets EU are made in Switzerland on the electronic platform www.fundinfo.com.

b. Each time Units are issued or redeemed, the issue and the redemption prices or the Net Asset Value together with a reference stating "excluding commissions" must be published on the electronic platform www.fundinfo.com. Prices must be published at least twice per month by each first and third Thursday.

5. Payment of retrocessions and rebates

a. Retrocessions

The Manager, the Swiss Representative and/or their agents, as the case may be, may pay retrocessions as remuneration for distribution activity in respect of Units in or from Switzerland. This remuneration may be deemed payment for the following services in particular:

- Market, promote, distribute or otherwise offer or arrange investments in investment products.
- Provide initial and on-going investment services to clients including, for example, investment advice and/or discretionary management services.
- Provide assistance to clients in the completion of subscription forms and providing required anti-money laundering and know your customer information to satisfy requirements of the appointed investment products' administrator.
- Provide on-going administration support to investors once invested in the investment products, including support in relation to the completion of redemption forms, delivery of documents relating to investment products and delivering performance reports and updates.

Retrocessions are not deemed to be rebates even if they are ultimately passed on, in full or in part, to the investors.

b. Rebates

In the case of distribution activity in or from Switzerland, either the Manager, the Swiss Representative or their agents, as the case may be, (the "Rebate Payer") may, upon request, pay rebates directly to investors. The purpose of rebates is to reduce the fees or costs incurred by the investor in question. Rebates are permitted provided that:

- they are paid from fees received by the Rebate Payer and therefore do not represent an additional charge on the assets of the Fund;
- they are granted on the basis of objective criteria;
- all investors who meet these objective criteria and demand rebates are also granted these within the same timeframe and to the same extent.

The objective criteria for the granting of rebates by the Rebate Payer may be as follows (combinations of some criteria might be cumulatively required in case of some investment products):

- the volume subscribed by the investor or the total volume they hold in the collective investment scheme or, where applicable, in the product range of the promoter;

- the amount of the fees generated by the investor;
- the investment behaviour shown by the investor (e.g. (expected) investment period);
- the investor's willingness to provide support in the early launch phase of a collective investment scheme;
- Strategic Investor (for example An investor who is considered a “gate-way” investor into a specific market segment;
- Employee: employees of Man Group plc and including all the companies and divisions comprising Man Group plc's group of companies or to their respective pension scheme(s);
- Return on investment: clients where the performance of their investment is materially below the target return for the fund;
- Custodian / Platform Fees: the purchasing and holding of fund units by an investor for the account of a third party.

6. **Place of performance and jurisdiction**

In respect of the Units distributed in and from Switzerland, the place of performance and jurisdiction is the registered office of the Swiss Representative.

Annex D

Regulation S – Definition of a US Person

1. Pursuant to Regulation S of the US Securities Act of 1933, as amended (the "**Securities Act**"), "US Person" means:
 - (a) any natural person resident in the United States;
 - (b) any partnership or corporation organised or incorporated under the laws of the United States;
 - (c) any estate of which any executor or administrator is a US Person;
 - (d) any trust of which any trustee is a US Person;
 - (e) any agency or branch of a foreign entity located in the United States;
 - (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
 - (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; or
 - (h) any partnership or corporation if:
 - (i) organised or incorporated under the laws of any non-United States jurisdiction; and
 - (ii) formed by a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.
2. Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States shall not be deemed a "US Person".
3. Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a US Person shall not be deemed a US Person if:
 - (a) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (b) the estate is governed by non-United States law.
4. Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a US Person shall not be deemed a US Person if a trustee who is not a US Person has sole or shared

investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person.

5. Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a US Person.
6. Notwithstanding (1) above, any agency or branch of a US Person located outside the United States shall not be deemed a "US Person" if:
 - (a) the agency or branch operates for valid business reasons; and
 - (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulations, respectively, in the jurisdiction where located.
7. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans shall not be deemed "US Persons".

Annex E

Annual Accounts