

**PineBridge Global Funds**  
**Prospectus**

25 April 2023



The Directors of PineBridge Investments Ireland Limited, whose names appear in the section of this Prospectus headed 'Management and Administration of the Fund' are the persons responsible for the information contained in this Prospectus and the Supplements. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Prospectus and its Supplements is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

**The information contained in the “Profile of Typical Investor” section in each Supplement in relation to the respective Sub-Fund is provided for reference only. Before making any investment decisions, investors should consider their own specific circumstances, including, without limitation, their own risk tolerance level, financial circumstances, and investment objectives. If in doubt, investors should consult their stockbrokers, bank managers, solicitors, accountants, representative banks or other financial advisers.**

**Within each Unit Class, the Manager may distribute out of capital, and there is an increased risk that capital will be eroded and the distribution will be achieved by forgoing the potential for future capital growth of the investment made by the Unitholders in these Unit Classes. The value of future returns in such Unit Classes may also be diminished. This cycle may continue until all capital is depleted. Investors’ attention is drawn to the specific risk factors set out under the “Risk Factors” section below.**

**Unitholders should note that all /part of fees and expenses (including management fees if applicable) may be charged to the capital of a Sub-Fund. This will have the effect of lowering the capital value of your investment and there is an increased risk that capital will be eroded.**

**If you are in any doubt about the contents of this Prospectus, the risks involved in investing in the Fund or the suitability for you of investing in the Fund, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser.**

## **PINEBRIDGE GLOBAL FUNDS PROSPECTUS**

DATED 25 APRIL 2023

The Fund is an open-ended umbrella unit trust with segregated liability between sub-funds established and authorised in Ireland as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011), as amended, substituted and consolidated from time to time.

This Prospectus and any relevant Supplement should be read and constituted as one document. Supplemental to this, each Supplement contains specific information on the relevant Sub-Fund that may vary between Sub-Funds. Details relating to Classes may be dealt with in the relevant Supplement. To the extent that there is any inconsistency between this Prospectus and any Supplement, the relevant Supplement shall prevail.

Distribution of this Prospectus and the Supplements is not authorised in any jurisdiction unless it is accompanied by a copy of the latest annual report of the Fund and, if published after such annual report, a copy of the latest semi-annual report. Such reports shall form part of this Prospectus.

## IMPORTANT INFORMATION

Capitalised terms used in this Prospectus without definition are defined in the section of this Prospectus headed "Glossary", or in the Appendices to this Prospectus.

The Fund is authorised and supervised by the Central Bank.

**Authorisation of the Fund and its Sub-Funds is not an endorsement or guarantee of the Fund or of its Sub-Funds by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus and its Supplements. The authorisation of the Fund and its Sub-Funds by the Central Bank shall not constitute a warranty as to the performance of the Fund or its Sub-Funds and the Central Bank shall not be liable for the performance or default of the Fund or its Sub-Funds.**

This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No person may treat this Prospectus as constituting an invitation to purchase unless in the relevant jurisdiction such an invitation could lawfully be made to such person and any existing registration or other legal requirements have been complied with. It is the responsibility of each person wishing to make an application hereunder to satisfy himself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental or other consents which may be required or the observance of other formalities which need to be observed or the payment of transfer or other taxes which may be required to be paid in such jurisdiction.

Statements in this Prospectus are based on the law and practice currently in force in Ireland and are subject to changes therein.

The Units have not been registered under the United States Securities Act of 1933, as amended, or the United States Investment Company Act of 1940, as amended (the "1940 Act") and may not be publicly offered in the United States.

Notwithstanding the foregoing, the Directors may, with the advice of counsel, approve the sale or transfer of Units to one or more US Persons in circumstances in which it is reasonably concluded that such sale would not have adverse consequences to the Fund or its Sub-Funds. However, the Fund and its Sub-Funds are not established for the purpose of investment by US Persons. Any such investor should consult their own legal, tax and other advisers to determine whether an investment in the Fund or its Sub-Funds could result in adverse consequences to the investor or its related persons and affiliates. US Persons may have United States tax consequences arising from investing in the Fund or one of its Sub-Funds. In addition, US Persons related to foreign persons investing in the Fund or its Sub-Funds may incur United States tax consequences. It is suggested that such US Persons and their related foreign investor in the Fund or its Sub-Funds consult their United States tax advisers.

It is also a policy of the Fund to prohibit the sale of Units to any investor to whom such sale would be unlawful in the United States. The Fund has, and intends to exercise, the right to force the redemption of any Units sold in contravention of any of the prohibitions described in this Prospectus. In addition, the Fund has, and shall be fully protected in exercising, the right to compulsorily redeem the Units of any investor at any time if, at the Fund's sole discretion, such redemption would be appropriate to protect the Fund from a requirement to register as an investment company under the 1940 Act or from adverse tax consequences. Applicants for Units and transferees will be required to certify that they are not US Persons prohibited from purchasing Units.

The Fund is authorised by the Hong Kong Securities and Futures Commission under Section 104 of the Securities and Futures Ordinance of Hong Kong. The Hong Kong Securities and Futures Commission does not take any responsibility as to the contents of this Prospectus and the Supplements or for the financial soundness of the Fund or any of its Sub-Funds or for the correctness of any statements made or opinion expressed in this Prospectus and the Supplements. Authorisation by the Hong Kong Securities and Futures Commission is not a recommendation or endorsement of the Fund and its Sub-Funds, is not a guarantee of the commercial merits or performance of the Fund and its Sub-Funds, does not mean the Fund and its Sub-Funds are suitable for all investors, and is not an endorsement of their suitability for any particular investor or class of investors.

**Investors should note that because investments in securities can be volatile and their value may decline as well as appreciate, there can be no assurance that the Fund or any of its Sub-Funds will be able to attain its objective or that Units, when redeemed, will be worth more than when they were purchased. The price of Units as well as the income therefrom may fall as well as rise to reflect the changes in the Net Asset Value of each Sub-Fund. A redemption charge of up to 3% may be charged by the Manager. The difference at any one time between the subscription and redemption prices for Units means that the investment should be viewed as medium to long-term. An investment should only be made by those persons who could sustain a loss on their investment.**

A typical investor will be seeking to achieve a return on their investment in the medium to long term. A target investor profile may also be dependent on specific elements relating to a particular Sub-Fund, further details in relation to the profile of a typical investor may be set out in the Supplement for the relevant Sub-Fund.

The principal risk factors associated with investment in the Fund and each Sub-Fund are set out in the section of this Prospectus headed "Risk Factors" and in the Supplement for each Sub-Fund, where relevant.

It is a condition of subscription to the Fund and each Sub-Fund that neither the Manager nor any of the Investment Managers shall be liable to investors (or to any other persons) for any error of judgement in the selection of the Fund's or each Sub-Fund's investments.

Neither the delivery of this Prospectus nor the offer, issue or sale of Units in the Fund or any of its Sub-Funds shall under any circumstances constitute a representation that the information given in this Prospectus is correct as at any time subsequent to the date hereof. This Prospectus will be updated by the Manager to take into account any material changes and any such amendments will be notified in advance to the Central Bank and to any relevant overseas regulator(s), (as the context may require). Any such changes will be notified to Unitholders in subsequent periodic reports of the Fund.

Salesmen or agents appointed by the Manager shall not have authority to represent the Manager in regard to statements made contrary to the provisions of this Prospectus and any information or representation not contained herein given or made by any dealer, salesman, or other person should be regarded as unauthorised and accordingly may not be relied upon.

This Prospectus may be translated into other languages provided that any such translation shall only contain the same information and shall have the same meaning as this Prospectus.

## DIRECTORY AND KEY FEATURES

**Structure:** The Fund is an open-ended umbrella unit trust with segregated liability between sub-funds established and authorised in Ireland. The Fund is offering, pursuant to this Prospectus, different Unit Classes in each of the Sub-Funds.

**Unit Classes:** Each Sub-Fund is divided into Unit Classes which have different fee structures. Please refer to "Operation of the Fund" section of this Prospectus for information regarding Unit Classes available for each Sub-Fund.

**Dealing:** In normal circumstances, and unless otherwise stated in the Supplement, dealing is daily, being on a Business Day as defined in each Supplement.

**Dealing Deadline:** Daily at 12.00 noon Irish time or as stated otherwise in the relevant Supplement.

**Accounting Date:** 31<sup>st</sup> December each year.

### Directors of the Manager

Eimear Cowhey  
Éilish Finan  
Michael Karpik  
Michael Sweeney

### Manager and Global Distributor

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### Trustee

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

### Administrator and Transfer Agent

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

### Legal Advisers

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70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

### Auditors

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One Spencer Dock  
North Wall Quay  
Dublin 1  
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## THE FUND

The Fund was constituted on 4 March, 2005 as an open-ended umbrella unit trust established and authorised in Ireland as an undertaking for collective investment in transferable securities pursuant to the Regulations.

The Base Currency of each Sub-Fund is set out in the relevant Supplement.

The Trust Deed constitutes the Fund which is made up of the Sub-Funds.

Additional Sub-Funds may, with the prior approval of the Central Bank and the Trustee, be added by the Manager. The name of each additional Sub-Fund, the terms and conditions of its initial offer of Units, details of its investment objective and policies, its Base Currency and any applicable fees and expenses shall be set out in a Supplement to this Prospectus. To invest in the Fund is to purchase Units in a Sub-Fund or Sub-Funds. It is the Sub-Fund which accumulates the assets on behalf of the Unitholders. A Unit in a Sub-Fund represents the beneficial ownership of one undivided unit in the assets of the relevant Sub-Fund referable to that type of Unit.

Each Sub-Fund will be treated as bearing its own liabilities as may be determined at the discretion of the Trustee with the approval of the Manager, provided however, that if the Trustee is of the opinion that a particular liability does not relate to any particular Sub-Fund or Sub-Funds, that liability shall be borne jointly by all Sub-Funds pro rata to their respective Net Asset Value at the time when the expense is incurred.

The Fund is not liable as a whole as the assets of each Sub-Fund shall belong exclusively to that Sub-Fund, shall be segregated from the other Sub-Funds, shall not be used to discharge directly or indirectly the liabilities of or claims against any other Sub-Fund and shall not be available for such purpose.

Units in each Sub-Fund may be designated as different Classes with different rights or benefits attaching thereto. Prior to the issue thereof, the Manager will designate the Class from which such Units in a Sub-Fund will be issued. The creation of any such Classes shall be notified to and cleared by the Central Bank in advance.

The Sub-Funds at the date of this Prospectus are as listed below and may be updated from time to time.

### *Equity Funds*

PineBridge Europe Research Enhanced Equity Fund  
PineBridge Europe Small Cap Equity Fund  
PineBridge Global Focus Equity Fund  
PineBridge Japan Equity Fund  
PineBridge Japan Small Cap Equity Fund

PineBridge US Large Cap Research Enhanced Fund  
PineBridge US Research Enhanced Core Equity Fund  
PineBridge Asia ex Japan Equity Fund  
PineBridge Asia ex Japan Small Cap Equity Fund  
PineBridge China A-Shares Quantitative Fund  
PineBridge Emerging Europe Equity Fund\*  
PineBridge Global Emerging Markets Focus Equity Fund  
PineBridge Greater China Equity Fund  
PineBridge India Equity Fund  
PineBridge Latin America Equity Fund  
PineBridge China A-Shares Equity Fund

### *Fixed Income Funds*

PineBridge Asia Pacific Investment Grade Bond Fund  
PineBridge Global Bond Fund  
PineBridge Global Emerging Markets Bond Fund\*  
PineBridge Global Emerging Markets SDG Corporate Bond Fund  
PineBridge Global Emerging Markets Local Currency Bond Fund\*  
PineBridge Global Strategic Income Fund\*  
PineBridge USD Investment Grade Credit Fund  
PineBridge USD High Yield Bond Fund  
PineBridge Asian High Yield Total Return Bond Fund

### *Multi-Asset Funds*

PineBridge Asia Dynamic Asset Allocation Fund  
PineBridge Global Dynamic Asset Allocation Fund  
PineBridge Global Dynamic Preservation Plus Fund

*\* This Sub-Fund is closed and not open for subscription. An application will be made to the Central Bank for the withdrawal of approval of the Sub-Fund.*

## INVESTMENT OF THE FUND'S ASSETS

### Investment Managers

Pursuant to a number of Investment Management Agreements, the Manager has appointed Investment Manager(s) for each of the Sub-Funds as set out in each Supplement.

Each Investment Management Agreement provides that the Investment Manager(s) of each Sub-Fund will manage the portfolio of the respective Sub-Fund in conformity with the investment objectives and investment policies as set out in the relevant Supplement and the investment restrictions as set out in this Prospectus.

**Each Investment Manager is free to render investment management services to others and to engage in other activities. The fees of each Investment Manager will be paid by the Manager.**

Investment Managers may, in accordance with the requirements of the Central Bank and subject to the prior consent of the Manager, delegate to one or more sub-investment managers all or part of their responsibility to manage the assets of one or more Sub-Funds. The fees of any sub-investment manager appointed in respect of a Sub-Fund shall be borne by the relevant Investment Manager and shall not be charged to the relevant Sub-Fund. Details of any sub-investment managers appointed in respect of a particular Sub-Fund will be contained in the Supplement of the relevant Sub-Fund and will be disclosed in the periodic reports of the Fund. The Investment Managers may appoint one or more investment advisers and/or sub-investment advisers to provide certain investment advisory services to the relevant Investment Manager in respect of a Sub-Fund. The fees of any investment adviser/sub-investment adviser appointed in respect of a Sub-Fund shall be borne by the relevant Investment Manager and shall not be charged to the relevant Sub-Fund.

### Investment Objective

The investment objective of each Sub-Fund is set out in the relevant Supplement and will not be amended without the prior written approval on the basis of (i) a majority of votes cast at a general meeting of Unitholders of the relevant Sub-Fund or (ii) with the prior written approval of all Unitholders of the relevant Sub-Fund and in the event of any such change, reasonable notice will be given to Unitholders to enable them to redeem their Units before the changes take effect.

### Investment Selection

The selection of a Sub-Fund's investments will depend on the categorisation of the Sub-Fund as set out in the relevant Supplement, which category of investment management selection process is applied to the Sub-Fund, and the Environmental, Social and Governance

Considerations ("ESG") section found below. The categories of Investment Management Selection process are:

### Fixed Income

The Investment Manager seeks to identify and capture attractive opportunities in the fixed income universe through constant review and monitoring of global economy, market themes, risk sentiment and analysis of the fundamentals aspects of individual fixed income securities – including but not limited to country, currency and issuing entity. These broad market and investment specific views are then synthesized in making optimal investment allocations within the portfolio. Individual investments and the composition of the portfolio as a whole are continuously monitored and updated given the dynamic nature of the fixed income and currency markets. Actual or anticipated changes with respect to any of these factors may lead to changes in specific holdings or portfolio rebalancing over time to best reflect the investment team's view.

### Equity Traditional

The Investment Manager constructs the portfolio based on a combination of bottom-up high conviction lists, a top-down country allocation framework, and a top-down industry allocation framework. The portfolio managers use risk modelling and portfolio optimization techniques to construct the portfolios to target a level of risk and to remove or minimize unwanted risks.

### Equity Research Enhanced

The Investment Manager uses a PineBridge Investments LLC quantitative model to assess the relative attractiveness of stocks. The quantitative model segments the investment universe into one of six lifecycle categories based on a company's maturity and cyclical nature. Stocks are then ranked on a number of factors for each lifecycle category. The ranked output of stocks is then entered into a portfolio optimizer which controls for the targeted tracking error and a number of other constraints in order to construct the portfolio in a manner which seeks to maximize risk-adjusted returns. The strategy aims to outperform its benchmark through active risk decisions. It aims to do this while constraining certain variations in risk and portfolio characteristics versus the benchmark. This risk constrained approach, limits the possible differences between the relative weights of investments, sectors, regions, countries, currencies, ratings or other characteristics of the portfolio versus the benchmark index. Where this occurs, the tracking error to the index is generally not expected to exceed 2%.

### Dynamic Asset Allocation

The Investment Manager selects the asset classes and investment strategy or strategies which best complement the Investment Manager's forward views

of relevant economic and market trends and conditions while taking into consideration liquidity, costs, timing of execution, and other factors pertinent to efficient portfolio management. The specific security selection criteria utilized within individual investment strategies selected for use by the Investment Manager to achieve desired asset allocations will vary depending on the attributes of the asset class, relative attractiveness of individual securities and issuers available in the market, market conditions and objectives of investment strategy being pursued.

## **Environmental, Social and Governance Considerations**

### **ESG Statement of Principle**

The Manager recognises that environmental, social, and governance (ESG) issues may create both opportunities and risks for the Sub-Funds' portfolios. To further outline this belief, the Manager has adopted a firmwide Global Policy Statement on Responsible Investment, which can be found on [www.pinebridge.com](http://www.pinebridge.com).

### **Sustainable Finance Disclosures Regulation**

Pursuant to SFDR, the Manager is required to disclose whether sustainability risks are integrated into the investment process and if so, the manner in which this is done and the results of the assessment of the likely impacts of sustainability risks on the returns of the respective Sub-Funds. A sustainability risk is defined in SFDR as an environmental, social or governance ("ESG") event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment.

Investment Managers integrate sustainability risks by identifying environmental, social or governance-related factors that could have a material financial impact on the performance of the investment. It is important to note however, that exposure to sustainability risk does not necessarily mean that Investment Managers will refrain from taking or maintaining a position in the investment. Rather, Investment Managers will consider the risk together with other material factors in the context of the investee company or issuer, and the investment objective and policy of the respective Sub-Fund.

Investment Managers may take a different approach in respect of each Sub-Fund and, unless otherwise specifically stated within the Sub-Fund's investment objectives and policy, there are no restrictions on the investment universe of a Sub-Fund in relation to sustainability factors and PineBridge does not automatically screen out investments. Any investment decisions are based on PineBridge's proprietary investment methodologies. Each Investment Manager can invest in any investments it believes could create beneficial long-term returns for Unitholders, in line with its Investment Objective, Policy and Permitted Investments. Investors should note that this may result

in investments being made in companies that cause a negative outcome for the environment or society at that time.

The Manager believes that the consideration of individual ESG factors and Sustainability Risks can differ materially across asset classes, geographies, sectors, and specific investments. Each investment team, therefore, decides on the most appropriate manner to integrate ESG into their investment process, taking into account the type of investments within the portfolio, the Investment Objective they are trying to achieve, and the time horizon over which they are seeking to achieve it.

Investors should refer to the ESG Risks Section within the Risk Factors section of this Prospectus for risks associated with ESG and for likely impacts of Sustainability Risks on the returns of the Sub-Funds.

### **Taxonomy Regulation**

Pursuant to the Taxonomy Regulation, the Manager, acting in respect of the Sub-Funds through the Investment Managers as its delegates, is required to disclose (i) how and to what extent it has used the Taxonomy Regulation to determine the sustainability of the Sub-Fund's underlying investments; and (ii) to what environmental objective(s) the underlying investments contribute.

Please refer to the SFDR Annex appended to the Supplements for any Sub-Funds managed in line with Article 8 or Article 9 of SFDR (as disclosed in the relevant Supplement) for further information on the Taxonomy Regulation in respect of such Sub-Funds.

The investments underlying any Sub-Fund managed in line with Article 6 of SFDR (as disclosed in the relevant Supplement) do not take into account the EU criteria for environmentally sustainable economic activities.

### **Engagement and Active Ownership**

The Manager believes that issues associated with ESG can have a material impact on the financial performance of companies or other investments, and that the analysis of sustainability information, risks, and the investment's potential and any current commitment to improve should be integrated into the due diligence carried out by the Investment Manager on potential and current portfolio securities and/or companies.

The Investment Managers seek to engage with investee companies on financially material issues – including those related to ESG or Sustainability Risks. The mechanisms for such engagement vary across asset classes but all teams engage with senior-level management of their portfolio companies, in the belief that active ownership influences management's attention and draws focus to these issues and their importance to the investment community.

Where engagement does not succeed in advancing change, the Investment Managers may vote (where

possible), and only as a last resort will they consider divesting. In this context, ESG is to a greater or lesser extent, integrated into all of the investment processes utilised by the Sub-Funds, differing by asset class as to the extent and nature of the engagement.

This approach of integrating ESG into the investment process and then being an active and engaged owner is not designed to reduce the scope or number of securities considered by the Investment Manager, nor is a more restricted portfolio an intended outcome of the process. However, the indirect effect of applying robust analysis of ESG- and sustainability-related factors to the investment process may be that a smaller number of securities are deemed appropriate and/or attractive for the Sub-Funds' portfolios. This is equally true of securities not being deemed suitable or desirable for a Sub-Fund's portfolio as a result of any other factors considered as part of the analysis of that company/security.

### **Integrating Sustainability Risks into Investment Decisions**

Sub-Funds that apply the approach as laid out in the "Integrating Sustainability Risks Into Investment Decisions" section of the Prospectus, will indicate as such in the Supplement. Where this approach is taken, a majority of the Sub-Fund must be invested in investments that satisfy the relevant process for integrating sustainability risks into investment decisions as described below, or show signs that they are on the path to improving their sustainability.

Other Sub-Funds may apply the approach but will not be bound by it.

For **listed equity assets**, the Investment Managers assess financially material issues as part of their Equity Risk Assessment Framework, which embeds ESG considerations and sustainability risk into the analysis of potential and current portfolio companies on an ongoing basis. As well as examining issues related to governance such as business ethics, board independence and diversity in both management and board-level positions, environmental impact and social strategy are also considered as part of the investment process. These include energy management, waste and waste water impact, air quality impact employee health and safety, community engagement and supply chain management. These factors are embedded within the overall assessment of the company and ultimately, will inform the decision about whether to engage with, add, hold or remove a company from the portfolio.

In the instance the Investment Manager has concerns about the results of its analysis, whether ESG- or sustainability risk-related or not, it will engage with the company to highlight the issue, address the concern and attempt to influence change within the organisation. Where the engagement is less successful than hoped, or where the management response is unsatisfactory, the Investment Manager

may follow proxy voting procedures to express its view more publicly. Only as a last resort, will the Investment Manager divest.

For **fixed income assets** Investment Managers incorporate the review of multiple ESG- and sustainability-related factors and risks into the credit analysis process for potential and current portfolio investments on an ongoing basis. As well as examining issues related to governance, such as business ethics and the overall quality of corporate governance of the company, other environmental and social factors are also considered as part of the investment process. These include an issuer's impact on the environment and their level of investment to improve that impact, the issuer's treatment of human capital and the social decency of their suppliers, products or services.

Where these issues are deemed material, they are actively evaluated, discussed and challenged through both research and through discussions with management. While a fixed income investor's ability to directly influence a company's behaviour is more limited than that of equity investors, the Investment Manager believes that active engagement around these issues may have a positive influence on companies seeking capital in fixed income markets.

For **multi-asset investments**, the Investment Managers follow an investment process that integrates ESG into both the asset allocation and implementation decisions.

In making asset allocation decisions, the Investment Managers allocate an ESG Outlook to each asset class, with a focus on those expected to improve in the medium term. This Outlook is reviewed regularly and updated as necessary.

In ascribing the ESG Outlook, as well as examining issues related to governance such as fraud, business ethics and board independence, the Investment Manager also considers environmental issues such as emissions intensity and social issues such as diversity in board-level positions.

The Investment Managers also identify the level of engagement expected to be required in each asset class and typically will invest passively where the expectation is that most companies or securities will have relatively low Sustainability Risk, and typically will invest with active managers where the Sustainability Risk is expected to be higher, and more active engagement is expected to be warranted.

The Investment Manager may seek to engage with portfolio companies directly to attempt to influence change within the organisation in order to address any ESG- or Sustainability-related issues. Where the engagement is less successful than hoped, where the management response is unsatisfactory, or where there is no demonstrable improvement, the Investment Manager may follow proxy voting procedures to express its view more publicly. Only as a

last resort, will the Investment Manager divest. The Investment Manager also may change its asset allocation if expected improvement does not occur over the medium term.

### Principal Adverse Impacts

SFDR requires the Manager to determine whether it considers the principal adverse impacts of its investment decisions on sustainability factors. The Manager is supportive of the aim of this requirement which is to improve transparency and investor understanding of how investment decisions impact sustainability factors such as society and the environment.

At the current time, the Manager does not consider the principal adverse impacts of investment decisions on sustainability factors in respect of itself.

The principal adverse impacts of investment decisions on sustainability factors are also not currently considered for any Sub-Funds managed in line with Article 6 of SFDR (as disclosed in the relevant Supplement) as it may not be practicable or proportionate to do so depending on the investment strategy or due to the specific investment outcomes targeted by the strategy of the Sub-Fund.

However, the Manager may consider certain principal adverse impacts on sustainability factors in respect of certain Sub-Funds managed in line with Article 8 or Article 9 of SFDR (as disclosed in the relevant Supplement), as set out in the SFDR Annexes appended to the Supplements of any such Sub-Funds.

The Manager will review this position periodically and will update investors accordingly should the position change.

### Investment Policy

Each Sub-Fund will be managed so as to be fully invested, other than during periods where the Investment Manager believes that a larger cash position is warranted.

Additional details in relation to the investment policy of each Sub-Fund is set out in the relevant Supplement. Material changes to the investment policy of each Sub-Fund will not be made without the prior written approval on the basis of (i) a majority of votes cast at a general meeting of Unitholders of the relevant Sub-Fund or (ii) with the prior written approval of all Unitholders of the relevant Sub-Fund and in the event of any such change, reasonable notice will be given to Unitholders to enable them to redeem their Units before the changes take effect.

### Investment through Subsidiaries

The Manager may, with the prior approval of the Central Bank, from time to time make investments for efficient portfolio management through wholly owned subsidiaries incorporated in any relevant jurisdiction in

order to minimise the effects of exchange control and/or take advantage of applicable tax treaties. The Directors will always form a majority of the directors of any subsidiary through which a Sub-Fund may invest. The investment objective and policy of the relevant Sub-Fund will not only be applied to the Sub-Fund but also to the subsidiary and the investments of the subsidiary will be treated as being held by the Sub-Fund. The assets and shares of any subsidiary will be held by the Trustee or an appointed sub-custodian.

### Investment Restrictions

This section contains information about indices and investment restrictions, listing what Sub-Funds can invest in. When reading this section you may want to refer to the next section Investment Know-How to better understand the instruments referred to in this section.

With the exception of permitted investment in unlisted investments, investments by a Sub-Fund will be restricted to securities and FDI listed or traded on permitted markets as set out below under the heading "Permitted Investments Overview".

The permitted investments and investment restrictions applying to each Sub-Fund, in accordance with the Regulations and the Central Bank UCITS Regulations, are set out below. The Manager may from time to time impose such further investment restrictions as shall be compatible with or in the interest of the Unitholders, in order to comply with the laws and regulations of the countries where Units of the Fund are placed.

#### *Change of Investment Restrictions*

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

During such period as any of the Sub-Funds are authorised by the Hong Kong Securities and Futures Commission (the "SFC") for the purpose of distribution in Hong Kong, any change in the investment and borrowing restrictions shall also be subject to the prior approval of the SFC and Unitholders will be given not less than one month's notice of any amendment to the investment restrictions, unless previously agreed with the Central Bank and the SFC. Any such further restrictions shall be in accordance with the requirements of the Central Bank.

## Permitted Investments Overview

### 1. Eligible Assets

Investments of each of the Sub-Funds are confined to:

- 1.1. Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
- 1.2. Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
- 1.3. Money market instruments, as defined in the Central Bank UCITS Regulations, other than those dealt on a regulated market.
- 1.4. Units/shares of UCITS.
- 1.5. Units/shares of AIFs as set out in the Central Bank Guidance.
- 1.6. Deposits with credit institutions as prescribed in the Central Bank UCITS Regulations.
- 1.7. FDI as prescribed in the Central Bank UCITS Regulations.

### 2. Investment Restrictions, Concentration and Exposure Limits per Sub-Fund

- 2.1. Each Sub-Fund may invest no more than 10% of its Net Asset Value in transferable securities and money market instruments other than those referred to in paragraph 1 entitled "Eligible Assets".
- 2.2. Each Sub-Fund may invest no more than 10% of its Net Asset Value in recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.2) within a year. This restriction will not apply in relation to investment by any Sub-Fund in certain US securities known as rule 144A securities provided that:
  - the securities are issued with an undertaking to register with the US Securities and Exchanges Commission within one year of issue;

and

- the securities are not illiquid securities i.e. they may be realised by the relevant Sub-Fund within seven days at the price, or approximately at the price, at which they are valued by the relevant Sub-Fund.

- 2.3. Each Sub-Fund may invest no more than 10% of its Net Asset Value in transferable securities and money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
- 2.4. Subject to the prior approval of the Central Bank, the limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If any of the Sub-Funds invests more than 5% of its Net Asset Value in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the Net Asset Value of that Sub-Fund.
- 2.5. The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
- 2.6. The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
- 2.7. A Sub-Fund shall not invest more than 20% of its Net Asset Value in deposits made with the same body.
- 2.8. The risk exposure of any Sub-Fund to a counterparty to an over the counter ("OTC") derivative may not exceed 5% of Net Asset Value of that Sub-Fund.

This limit is raised to 10% in the case of a credit institution authorised in the EEA, a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United

Kingdom, United States) or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

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

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

2.10. The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, and therefore, exposure to a single body shall not exceed 35% of Net Asset Value.

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

2.12. Each Sub-Fund may invest up to 100% of its Net Asset Value in different transferable securities and money market instruments issued or guaranteed by any Member State, its local authorities, non-Member State or public international body of which one or more Member States are members, any OECD member country, the European Investment Bank, the European Bank for Reconstruction and Development, the International Finance Corporation, the International Monetary Fund, Euratom, the Asian Development Bank, the European Central Bank, the Council of Europe, Eurofima, the African Development Bank, the International Bank for Reconstruction and Development (The World Bank), the Inter American Development Bank, European Union, the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Government National Mortgage Association (Ginnie Mae), the Student Loan Marketing Association (Sallie Mae), the Federal Home Loan Bank, the Federal Farm Credit Bank, the Tennessee Valley Authority, Straight-A Funding LLC, OECD Governments (provided the relevant issues are investment grade), Government of the People's Republic of China, Government

of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore. However, each Sub-Fund must hold at least six different issues with securities from any one issue not exceeding 30% of the Net Asset Value of that Sub-Fund.

### 3. Restriction on Gaining Significant Influence

3.1. None of the Sub-Funds, or the Manager acting in connection with all of the Collective Investment Schemes it manages, may acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.

3.2. Each Sub-Fund may acquire no more than:

- (i) 10% of the non-voting shares of any single issuing body;
- (ii) 10% of the debt securities of any single issuing body;
- (iii) 25% of the shares/units of any single Collective Investment Scheme;
- (iv) 10% of the money market instruments of any single issuing body.

NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the Money Market Instruments or the net amount of securities in issue cannot be calculated.

3.3. 3.1 and 3.2 shall not be applicable to:

- (i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
- (ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;
- (iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;
- (iv) shares held by any Sub-Fund in the capital of a company incorporated in a non-Member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where, under

the legislation of that State, such a holding represents the only way in which that Sub-Fund can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 3.4, 4.1, 4.2, 5.1 and 5.2 and provided that where these limits are exceeded, 5.1 and 5.2 are observed;

- (v) shares held by an investment company or investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of shares/units at shareholders/unitholders' request exclusively on their behalf.

- 3.4. Each Sub-Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments which form part of their assets.

#### 4. Investment in Collective Investment Schemes

- 4.1. Each Sub-Fund may not invest more than 20% of its Net Asset Value in any one Collective Investment Scheme.
- 4.2. Investment in AIFs may not, in aggregate, exceed 30% of Net Asset Value.
- 4.3. Investment in a Collective Investment Scheme, which can itself invest more than 10% of its net asset value in other Collective Investment Schemes, is prohibited.
- 4.4. Each Sub-Fund may invest in other Sub-Funds of the Fund (provided that the Sub-Fund in which the investments are made does not itself hold Units in other Sub-Funds of the Fund and subject to the conditions set out at 4.5 below).
- 4.5. When a Sub-Fund invests in the shares/units of other Collective Investment Schemes that are managed, directly or by delegation, by the Manager (including other Sub-Funds of the Fund) or by any other company with which the Manager is linked by common management or control, or by a substantial direct or indirect holding, the Manager or linked company may not

charge subscription, conversion or redemption fees or any management fees on account of the Sub-Fund's investment in the shares/units of such other Collective Investment Schemes.

- 4.6. Where a commission (including a rebated commission) is received by a Sub-Fund's Manager or Investment Manager by virtue of an investment in the units/shares of another Collective Investment Scheme, this commission must be paid into the property of the relevant Sub-Fund.

#### 5. General Provisions

- 5.1. The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
- 5.2. If the limits laid down herein are exceeded for reasons beyond the control of any Sub-Fund, or as a result of the exercise of subscription rights, that Sub-Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its Unitholders.
- 5.3. None of the Sub-Funds, the Manager or the Trustee may carry out uncovered sales of:
- transferable securities;
  - money market instruments;
  - units of Collective Investment Schemes; or
  - FDI.
- 5.4. Each Sub-Fund may hold ancillary liquid assets.

#### 6. Restrictions on Borrowing, Lending and Dealing

1. Neither the Manager nor the Trustee, acting on behalf of the Fund, or any Sub-Fund, may borrow money, however, each Sub-Fund may borrow, on a temporary basis only, an amount which in the aggregate does not exceed 10% of its Net Asset Value. The Trustee may give a charge over the assets of a Sub-Fund in order to secure borrowings of that Sub-Fund. Credit balances (e.g. cash) may not be offset against borrowings when determining the percentage of borrowings outstanding.
2. Each Sub-Fund may acquire foreign currency by means of a "back-to-back" loan. Foreign



currency obtained in this manner is not classed as borrowings for the purposes of the borrowing restrictions contained in Regulation 103 of the Regulations and 1 above, provided that the offsetting deposit:

- (i) is denominated in the Base Currency of the relevant Sub-Fund;
- (ii) equals or exceeds the value of the foreign currency loan outstanding.

However, where foreign currency borrowings exceed the value of the back-to-back deposit, any excess is regarded as borrowing for the purpose of Regulation 103 of the Regulations and 1 above.

- 3. Without prejudice to the powers of each Sub-Fund to invest in debt securities or in transferable securities, money market instruments, Collective Investment Schemes or FDI which are not fully paid, the Trustee, acting on behalf of the Fund or a Sub-Fund, may not grant loans or act as a guarantor on behalf of third parties.
- 4. Each Sub-Fund may engage in securities lending for the purpose of generating additional capital or income in accordance with the guidelines set out by the Central Bank. The Manager shall ensure that all revenues derived from efficient portfolio management techniques including stock lending, net of direct and indirect operational costs, will be attributed to the relevant Sub-Fund.

### Transactions in FDI

Global exposure (as prescribed in the Central Bank UCITS Regulations) and leverage as a result of its investment in FDI shall not exceed 100% of the Net Asset Value of the relevant Sub-Fund on a permanent basis. Global exposure of each Sub-Fund will be measured using the commitment approach or the Value at Risk (VaR) approach in accordance with the requirements of the Central Bank and as detailed in the Supplement of each Sub-Fund. The Sub-Fund's global exposure will be calculated on a daily basis.

Where the commitment approach is used for the calculation of global exposure, a UCITS must convert each FDI position into the market value of an equivalent position in the underlying asset of that derivative and must determine the Sub-Fund's global exposure based on the sum of the absolute value of the commitment of each position. A UCITS may take account of netting and hedging arrangements when calculating global exposure, where these arrangements do not disregard obvious and material risks and result in a clear reduction in risk exposure.

Where the VaR approach is used for the calculation of global exposure, the Global Exposure of a Sub-Fund is

measured as the maximum potential loss due to market risk at a given confidence level (probability) over a specific time period under normal market conditions. Two main approaches to using VaR have been seen in industry practice, namely the absolute VaR and relative VaR measurement. According to the Central Bank's guidelines over VaR, for either approach, the VaR is calculated for all the positions of the UCITS portfolio. Consistency should be maintained in the choice (i.e. absolute VaR or relative VaR) and leverage shall be calculated as the sum of the notionals of the FDIs that are used and may be supplemented with leverage calculated on the basis of a commitment approach.

Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or money market instruments, when combined, where relevant, with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank UCITS Regulations. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in the Central Bank UCITS Regulations.)

Each Sub-Fund may invest in FDI dealt in OTC provided that the counterparties to the OTC's are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.

Investment in FDI is subject to the conditions and limits laid down by the Central Bank.

A description of the main FDI that may be used and the purpose for their use are set out in the "Investment Know-How" section below.

### *Use of FDI for Investment Purposes*

Where disclosed in the relevant Supplement, a Sub-Fund may invest in FDI for investment purposes including equivalent cash settled instruments dealt in on a Recognised Exchange and/or in OTC derivative instruments in each case under and in accordance with conditions or requirements imposed by the Central Bank. The FDI in which a Sub-Fund may invest and the expected effect of investment in such FDI on the risk profile of a Sub-Fund will be disclosed in the relevant Supplement.

### *Use of FDI for Hedging and Efficient Portfolio Management*

A Sub-Fund may employ FDI for the purposes of hedging and efficient portfolio management purposes. Efficient Portfolio Management techniques and instruments relate to transferable securities or money market instruments and are used meeting the following criteria: (a) They are economically appropriate in that they are realised in a cost-effective way and (b) They are entered into for one or more of the following specific aims (i) reduction of risk (ii) reduction of cost (iii) generation of additional capital or

income for Unitholders with a level of risk which is consistent with the risk profile of the relevant Sub-Fund and applicable risk diversification rules. The impact of efficient portfolio management on the performance of a Sub-Fund is to reduce risk or cost or to generate additional income or capital for the Sub-Fund.

The techniques and instruments may be exchange-traded or over-the-counter derivatives and shall include futures (such as currency future contracts), options, options on futures, forward settled transactions, convertible securities, hybrid securities, structured notes, credit default swaps and swap agreements. Futures contracts will be used to hedge against market risk or gain exposure to an underlying market. Forward contracts will be used to hedge or gain exposure to an increase in the value of an asset, currency or deposit. Options will be used to hedge or achieve exposure to a particular market instead of using a physical security. Swaps (including swaptions) will be used to achieve profit as well as to hedge existing long positions. Forward foreign exchange transactions will be used to reduce the risk of adverse market changes in exchange rates or to increase exposure to foreign currencies or to shift exposure to foreign currency fluctuations from one country to another. Credit default swaps will be used to isolate and transfer the exposure to or transfer the credit risk associated with a reference asset or index of reference assets.

A futures contract is an agreement between two parties to buy or sell a security, index or currency at a specific price or rate at a future date. A Sub-Fund may enter into swap agreements with respect to currencies, interest rates and security indices, using these techniques for efficient portfolio management purposes to hedge against changes in interest rates, currency rates or securities' prices. The purpose behind the use of purchases futures is to serve as a long hedge of the investments of a Sub-Fund. The purpose behind the use of sold futures is to serve as a limited short hedge of the investments of a Sub-Fund. Futures may also be used to equitise cash balanced, both pending investment of cash flow and with respect to fixed cash targets.

Please see 'Other FDI' for further details on the techniques and instruments which may be used.

The inherent risks associated with use of techniques and instruments for Efficient Portfolio Management include counter party risk, conflicts of interest risk and FDI risk. Please see the 'Risk Factors' section for more information.

Transaction costs may be incurred in respect of efficient portfolio management techniques in respect of a Sub-Fund. All revenues from efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the relevant Sub-Fund. Any direct and indirect operational costs/fees arising from efficient portfolio management

techniques do not include hidden revenue and will be paid to such entities as outlined in the annual report of the Fund. The annual report will also indicate if these entities are related parties to the Manager or the Trustee.

For Sub-Funds that may employ FDI only for the purposes of hedging and efficient portfolio management purposes, it is expected that any exposure or leverage that arises as a result of the use of FDI will be minimal and in any event will not exceed the Net Asset Value of the Sub-Fund (i.e. the Sub-Fund will not be leveraged in excess of 100% of its Net Asset Value).

A Sub-Fund may utilise FDI intended to provide protection against exchange rate risks, in the context of the management of its assets and liabilities subject to the conditions and limits laid down by the Central Bank. In this regard, a Sub-Fund may: (i) utilise OTC contracts; (ii) utilise currency options; or (iii) hedge exposure to one currency by entering into forward currency transactions in a related currency because of the expected future correlation between the two currencies.

Unless otherwise set out in the Supplements, the Investment Managers may consider that, where a Sub-Fund's portfolio make up is different to that of the referenced index, it is necessary or desirable to replicate the currency exposure of the index and therefore the Investment Managers are entitled to alter the currency exposure characteristics of certain of the assets held within the relevant Sub-Fund through the use of forward and futures currency contracts so that, whilst its own determination of portfolio make up may be reflected in the actual portfolio make up, the currency exposure can reflect that of the index.

#### *Other FDI*

Other FDI such as options, including straddles where both a call and put option on the same underlying asset is purchased, swaptions, options which grant the buyer the right but not the obligation to enter into an underlying swap, futures, forwards and swaps may be employed for hedging exposure to a market, currency, sector or region. Please see the "Investment Know-How" section below for further details on various types of FDI.

A Sub-Fund may sell futures or forwards on securities, currencies, indices or interest rates to provide an efficient, liquid and effective method for the management of risks by "locking in" gains and/or protecting against future declines in value. A Sub-Fund may also buy futures or forwards on securities, currencies indices or interest rates to provide a cost effective and efficient mechanism for taking a position in securities expressing a view on currencies or to lock in gains.

A Sub-Fund may utilise options (including equity index options, options on futures currency options, straddles and options on swaps (swaptions)) to increase its current return by writing covered call options and put options on securities it owns or in which it may invest, and on currencies. A call option is an option to buy assets at an agreed price or before a particular date. A put option is an option to sell assets at an agreed price or before a particular date.

Indices are rebalanced regularly. The costs and fees relating to the rebalancing will not impact direct investment in the indices. Sub-Funds may, in accordance with their individual investment policies, seek exposure to a wide range of financial indices including but not limited to equity indices such as the S&P500, the MSCI suite of indices, credit indices such as the Barclays suite of credit indices, the FTSE 100 and the FTSE/EPRA/NAREIT Index. Sub-Funds may also seek exposure to financial indices composed of ineligible assets such as commodities subject to clearance by the Central Bank. In all circumstances, the Central Bank's guidance on UCITS Financial Indices will be complied with.

A Sub-Fund may enter into swap agreements (including total return swaps) and contracts for difference ("CFD") with respect to currencies, interest rates, securities and securities indices. Swaps may be used to express a view on, inter alia, interest rates or currency exchange rates and to provide a cost effective and efficient mechanism for taking a position in securities, CIS or FDI, or to lock in gains made on securities.

Assets underlying swaps held by a Sub-Fund may include equities, equity related securities, fixed or floating rate debt securities, money market instruments, indices, currencies, eligible Collective Investment Schemes, REITs and FDI as listed in the relevant supplement. The counterparties to such transactions are typically banks, investment firms, broker-dealers, or other financial institutions or intermediaries. All counterparties will be eligible counterparties as defined by the Central Bank UCITS Regulations. Please see the 'Derivative Risks' section below for further details of the risk of a counterparty defaulting on its obligations and its effect on investor returns. Unless otherwise stated in the relevant supplement, the counterparties to swaps entered into by a Sub-Fund will not assume any discretion over the composition or management of a Sub-Fund's investment portfolio or over the underlying assets of the FDI's and a counterparty's approval is not required in relation to any portfolio transactions by the relevant Sub-Fund.

A Sub-Fund may utilise Collateralised Debt Obligations ("CDO"), Credit Default Swaps ("CDS") and Credit Linked Notes ("CLN"). A CDO that can create leverage must be considered in measuring global exposure.

#### *Risk Management Process for FDI*

The Manager will employ a risk management process which will enable it to accurately measure, monitor and manage the risks attached to financial derivative positions and details of this process have been provided to the Central Bank. The Manager will not utilise FDI which have not been included in the risk management process until such time as a revised risk management process has been filed with the Central Bank.

The Manager will, on request, provide supplementary information to Unitholders relating to the risk management methods employed, including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

#### **Change of Index**

Investors should be aware that the performance of certain Sub-Funds may be measured against a specified index or benchmark. For further details, Unitholders are directed towards the relevant Supplement.

For the Sub-Funds listed below, the benchmark is or will be provided by an administrator included in the public register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA):

PineBridge US Research Enhanced Core Equity Fund, PineBridge Global Bond Fund, PineBridge Japan Equity Fund, PineBridge US Large Cap Research Enhanced Fund, PineBridge Europe Research Enhanced Equity Fund.

The register shall be publicly accessible on the website of ESMA and shall be updated promptly as necessary.

The Investment Manager may at any time change that reference index or benchmark where:

- (a) the particular index or index series ceases to exist;
- (b) a new index becomes available which supersedes the existing one;
- (c) it becomes difficult to invest in stocks comprised within the particular index;
- (d) the index provider introduces a charge at a level which the Manager considers too high; or
- (e) the quality (including accuracy and availability of data) of a particular index has, in the opinion of the Manager, deteriorated.

Unitholders will be advised of any change in a reference index or benchmark in the annual or half-yearly report of the Sub-Fund issued subsequent to such change.

#### **Securities Lending and Repurchase Agreements**

Subject to the conditions and limits set out in the Central Bank UCITS Regulations, a Sub-Fund may

utilise securities lending agreements. The use of securities lending and repurchase agreements shall be in line with the best interests of the UCITS. In such a transaction the relevant Sub-Fund may temporarily transfer its securities to a borrower, with agreement by the borrower to return equivalent securities to the Sub-Fund.

In lending its securities, the Fund and its Sub-Funds may receive income while retaining the securities potential for capital appreciation. The advantage of such loans is that the Fund and its Sub-Funds continue to receive the interest and dividends on loaned securities while at the same time earning lending income on those securities.

Use of Repurchase/Reverse Repurchase and Stock-lending Agreements:

- (1) Repurchase/reverse repurchase agreements, (“Repo Agreements”) and stock lending may only be effected in accordance with normal market practice.
- (2) Collateral, including that obtained under a Repo Agreement or stock lending arrangement and save as may be otherwise set out in the Supplement for the relevant Sub-Fund shall be cash, high quality government bonds and equities to the extent deemed necessary by the Investment Manager provided however that such collateral must comply with the requirement of the Central Bank. A documented haircut policy is in place for the Fund detailing the policy in respect of each class of assets received and which takes into account the characteristics of the assets and the results of any stress tests conducted as required:
  - (i) A Sub-Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. The Sub-Fund should receive securities from at least 6 different issues, but securities from any single issue should not account for more than 30% of the Sub Fund’s net value.
- (3) Non-cash collateral:
  - (i) cannot be sold, pledged or re-invested;
  - (ii) must be held at the risk of the counterparty;
  - (iii) must be issued by an entity independent of the counterparty; and
  - (iv) must be diversified to avoid concentration in one issue, sector or country.
- (4) Cash Collateral:

Cash may not be invested other than in the following:

- (i) deposits with relevant institutions;
  - (ii) high quality government bonds;
  - (iii) reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the UCITS is able to recall at any time the full amount of cash on an accrued basis;
  - (iv) short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds (ref CESR/10-049);
  - (v) Invested cash collateral should be diversified in accordance with the diversification requirements applicable to non-cash collateral.
- (5) Invested cash collateral may not be placed on deposit with, the counterparty or a related entity. Re-invested cash collateral exposes the Fund to certain risks such as the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested. Investors should consult the “Risk Factors” of the Prospectus for information on counterparty risk and credit risk in this regard.
  - (6) The counterparty to a Repo Agreement or stock lending arrangement must have a minimum credit rating of A-2 or equivalent, or must be deemed by the relevant Sub-Fund to have an implied rating of A-2 or equivalent. Alternatively, an unrated counterparty will be acceptable where the relevant Sub-Fund is indemnified or guaranteed against losses suffered as a result of a failure by the counterparty, by an entity which has and maintains a rating of A-2 or equivalent.
  - (7) The relevant Sub-Fund should ensure that it is able at any time to recall any security that has been lent out or terminate any securities lending agreement into which it has entered.

The relevant Sub-Fund entering into a reverse repurchase agreement should ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is callable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the Net Asset Value of the Sub-Fund.

The relevant Sub-Fund entering into a repurchase agreement should ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate

the repurchase agreement into which it has entered. Fixed-term repurchase and reverse repurchase agreement which do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Sub-Fund.

- (8) Repo Agreements, stock borrowing or stock lending do not constitute borrowing or lending for the purposes of Regulation 103 and Regulation 111 respectively.

There is no current intention for the Sub-Funds to enter into repurchase agreements or reverse repurchase agreements or to engage in securities lending transactions. Should this change, Unitholders will be given prior notice and this Prospectus will be revised to disclose the policy regarding direct and indirect operational costs/fees arising from repurchase agreements, reverse repurchase agreements or securities lending transactions that may be deducted from the revenue delivered to a Sub-Fund, the entity or entities to which the relevant direct and indirect operational costs and fees are paid and if an entity to which the relevant direct and indirect operational costs and fees are paid is a related party to the Manager or the Trustee.

#### **Co-Management of Assets**

For the purposes of effective management, the Manager, in consultation with the Investment Manager, may choose to co-manage assets of certain Sub-Funds in conjunction with other Sub-Funds of the Fund. The assets which are co-managed shall be referred to as a pool (hereinafter the "Pool") comprising investments contributed by all Sub-Funds which participate in the Pool ("Participating Sub-Fund").

Opportunities to establish pooling arrangements usually arise where the investment objectives and policies of a Sub-Fund are sufficiently similar to enable assets contributed by a Sub-Fund to be co-managed by the same Investment Manager with assets of other Sub-Funds in the Pool.

These pooling arrangements are an administrative device designed to reduce operational and other expenses and do not change the legal rights and obligations of Unitholders. The Pools do not constitute separate legal entities and are not directly accessible to investors or creditors. Each of the Participating Sub-Funds shall remain entitled to its specific assets.

Where assets of more than one Participating Sub-Fund are pooled, the assets attributable to each Participating Sub-Fund will initially be determined by reference to its initial allocation of assets to such Pool and will change in the event of additional allocations or withdrawals. The entitlements of each Participating Sub-Fund to the co-managed assets apply to each and every line of investments of such pool. Additional investments made on behalf of the Participating Sub-Funds shall be allocated to such Participating Sub-

Funds in accordance with the respective entitlement, whereas assets sold should be levied similarly on the assets attributable to each Participating Sub-Fund.

Investors should note that the pooling arrangement may cause the composition of assets of a Participating Sub-Fund to be altered as a result of subscriptions and redemptions in another Participating Sub-Fund, which would cause the Investment Manager to dispose of or acquire assets for the Pool or may cause the Investment Manager to increase the amount of ancillary liquid assets held by the Investment Manager.

The Pool is not liable as a whole as the assets of each Participating Sub-Fund shall belong exclusively to that Participating Sub-Fund, shall be segregated from the other Participating Sub-Funds, shall not be used to discharge directly or indirectly the liabilities of or claims against any other Participating Sub-Fund and shall not be available for such purpose.

The Manager may elect at any time to terminate the pooling arrangements on notice to the Investment Manager, the Administrator and Transfer Agent and the Trustee and will ensure that any such pooling arrangements are fairly allocated between each relevant Sub-Fund.

#### **Additional Investment Restrictions**

Without limitation, the Manager, in accordance with the requirements of the Central Bank, may adopt additional investment restrictions to facilitate the distribution of Units to the public in a particular jurisdiction.

Such investment restrictions may be changed from time to time by the Manager in accordance with a change in the applicable law and regulations in any jurisdiction in which Units are currently offered, provided that the assets of the Sub-Fund, at all times, will be invested in accordance with the restrictions on investments set out in the Regulations.

#### **Investment Restrictions for Sub-Funds registered in Taiwan**

In relation to the Sub-Funds which are registered in Taiwan the following restrictions apply and may be amended from time to time:

- (i) The total value of the open positions on derivatives held by the Sub-Fund cannot exceed 40% of its Net Asset Value.
- (ii) Where the offshore fund invests in China securities markets, only listed securities and interbank bond market can be invested, the aggregate percentage of which cannot exceed 20% of Net Asset Value. 'China securities markets' means investment in securities on any exchange and interbank bond market within mainland China; HK and Macau are not included. Please refer to Appendix II for a list of

recognised exchanges, including those located in mainland China.

- (iii) The investment amount in each offshore fund by Taiwanese investors shall not exceed certain limits prescribed by the FSC. This limit is 50% of Net Asset Value unless an exemption is granted to the Manager in which case the limit is 70%.

The major jurisdiction of the portfolio of the offshore fund shall not be the securities markets in the Territory; the FSC will decide the maximum ratio of the investment portfolio in the securities markets of the Territory. “The Territory” is defined in the Rules Governing Offshore Funds as Taiwan. The maximum limit is 50% of Net Asset Value.

## INVESTMENT KNOW-HOW

In this section information is provided for certain more complicated investments. The investments are listed alphabetically for ease of reference.

### ADR, CDR, IDR, GDR, American, International, and Global Depositary Receipts

Depositary receipts are negotiable financial instruments issued by banks to represent a foreign company's publicly traded shares. The depositary receipt trades on a local stock exchange.

Where a Sub-Fund invests in ADRs, CDRs, IDRs, or GDRs, these will be listed on a Recognised Exchange as set out in Appendix II to this Prospectus. Such investments must be in accordance with the investment objective, investment policy and investment restrictions of the Sub-Fund.

### Callable Bonds

Callable Bonds are bonds that can be redeemed by the issuer prior to maturity.

### CDO, Collateralised Debt Obligation

A CDO is a security backed by a pool of bonds, loans and other assets. CDOs do not specialize in one type of debt and accordingly, a CDO may own corporate bonds, commercial loans, asset-backed securities, residential mortgage-backed securities, commercial mortgage-backed securities, and emerging market debt. The CDOs securities are typically divided into several classes, or bond tranches, that have differing levels of investment grade or credit tolerances. Most CDO issues are structured in a way that enables the senior bond classes and mezzanine classes to receive investment-grade credit ratings; credit risk is shifted to the most junior class of securities. If any defaults occur in the assets backing a CDO, the senior bond classes are first in line to receive principal and interest payments, followed by the mezzanine classes and finally by the lowest rated (or non-rated) class, which is known as the equity tranche.

A Sub-Fund may invest in the rated or equity tranches of CDOs and will not be leveraged as a result of such investments.

### CFD, Contract for Difference

A contract for difference ("CFD") is similar to a futures contract, but settlement is made in cash and being an over the counter contract, the terms may be customised as to the quantity of the underlying reference asset (typically an equity or equity index) represented by the contract, maturity, settlement and other terms. CFDs may be used to provide a cost effective and efficient mechanism for taking a position in securities.

### CDS, Credit Default Swap

A CDS is an FDI which operates to mitigate credit risk. Under a CDS agreement one party, referred to as the protection buyer, purchases protection from the other party referred to as protection seller for losses that might be incurred as a result of a default or other credit event in relation to an underlying security. The protection buyer pays a premium for the protection and the protection seller agrees to make a payment to compensate the protection buyer for losses incurred upon the occurrence of any one of a number of possible specified credit events, as set out in the CDS agreement.

### CLN, Credit Linked Note

A CLN is a security that pays a fixed or floating coupon during the life of the note (the coupon is linked to the performance of a reference asset, typically bonds) and which allows the issuer to transfer a specific credit risk to an investor. At maturity, the investor receives the par value of the underlying security unless the referenced credit defaults or declares bankruptcy, in which case the investor receives an amount equal to the recovery rate.

### CIS, Collective Investment Schemes

A Collective Investment Scheme is a professionally managed investment fund which combines the money of a broad range of investors in a single investment vehicle. This pools costs and allows access to a wider range of investments than investors would generally be able to achieve individually.

### Currency Exposure and Currency Exchange

Where a Sub-Fund takes steps to alter the currency exposure of the underlying assets it may engage in forward exchange contracts for hedging and investment purposes. Where indicated Sub-Funds may also hedge currency exchange risk by entering into forward, futures and currency swap contracts and purchasing and selling put or call options on foreign currency and on foreign currency futures contracts within the limits set out by the Central Bank. Because currency positions held by the Sub-Fund may not correspond with the asset position held, the performance may be strongly influenced by movements in the FX rates.

### Forwards, Forward Currency Contracts and Currency Options

Forward currency contracts and currency options may, at the Investment Managers' discretion, be used for investment purposes or to hedge some or all of the exchange risk/currency exposure arising as a result of the fluctuation between the currency in which the Net Asset Value per Unit is computed and the currencies in which each Sub-Fund's investments are denominated. In addition, forward currency contracts and currency options may be used to protect the value of the

currency of each Class from the adverse movements of other currencies.

A forward contract locks in the price at which an index or asset may be purchased or sold on a future date. In forward foreign exchange contracts, the contract holders are obligated to buy or sell from another a specified amount of one currency at a specified price (exchange rate) with another currency on a specified future date. Forward contracts cannot be transferred but they can be "closed out" by entering into a reverse contract.

Options are described further below.

### **FDI, Financial Derivative Instrument**

Where a Sub-Fund uses FDI this is clearly noted in the Supplement. Make sure you read the information in this section and the following section entitled "Risk Factors".

Further details in relation to the use for FDI for investment purposes and for hedging and efficient portfolio management can be found in the section entitled "Investment of the Fund's Assets - Transactions in FDI".

### **Futures**

Futures are contracts to buy or sell a standard quantity of a specific asset (or, in some cases, receive or pay cash based on the performance of an underlying asset, instrument or index) at a pre-determined future date and at a price agreed through a transaction undertaken on an exchange.

A Sub-Fund may sell futures on securities, currencies, bonds, indices or interest rates to provide an efficient, liquid and effective method for the management of risks by "locking in" gains and/or protecting against future declines in value. A Sub-Fund may also buy futures on securities, currencies, bonds, indices or interest rates to provide a cost effective and efficient mechanism for taking a position in securities.

### **Hybrid Securities**

Hybrid Securities are securities which have characteristics of both debt and equity and may embed derivatives and/or leverage.

### **Money Market Instruments**

Money Market Instruments are assets involved in short-term borrowing and lending which fulfil one of the following criteria: (a) they have a maturity at issuance of up to and including 397 days; (b) they have a residual maturity of up to and including 397 days; (c) they undergo regular yield adjustments in line with money market conditions at least every 397 days; (d) their risk profile, including credit and interest rate risks, corresponds to that of financial instruments which have a maturity as referred to in subparagraphs (a) or

(b), or are subject to a yield adjustment as referred to in subparagraph (c). Such Money Market Instruments may include but are not limited to non-government short term obligations (such as fixed or floating rate commercial paper), obligations of banks or other depository institutions (such as certificates of deposit and bankers acceptances), securities issued or otherwise backed by supranational organisations or by sovereign governments, their agencies, their instrumentalities and political sub divisions.

### **Indices**

Certain financial institutions publish stock market indices, which are lists of investments organised by regions of the world, market capitalization level and type of investment. Sub-Funds use indices either in their investment policy to define what the Sub-Fund will invest in or to measure performance. Details about indices can be obtained on the internet from the financial institutions publishing the indices.

### **Options**

An option is a contract which gives the contract buyer the right, but not the obligation, to exercise a feature of the option, such as buying a specified quantity of a particular product, asset or financial instrument, on, or up to and including, a future date (the exercise date). The "writer" (seller) has the obligation to honour the specified feature of the contract. Since the option gives the buyer a right and the seller an obligation, the buyer pays the seller a premium. Put options are contracts that give the option holder the right to sell to the option writer the underlying product or financial instrument at a specified price on, or before, the exercise date. Call options are contracts that give the option holder the right to buy from the option writer the underlying product or financial instrument at a specified price on, or before, the exercise date. Options may also be cash settled.

### **OTC, Over The Counter**

Trading of equities, bonds or derivatives directly between two parties, rather than through a stock exchange.

### **Perpetual Bonds**

Perpetual Bonds are bonds which have either no maturity date or a maturity date that is so far in the future that the bond will pay interest indefinitely.

### **Puttable Bonds**

Puttable Bonds are bonds that allow the holder to require the issuer to repurchase the bond before maturity

### **REITs, Real Estate Investment Trusts**

REITs are either Collective Investment Schemes or listed companies investing in property/real estate.



Please note the ability to trade REITs in the secondary market can be more limited than other stocks.

### Stock Exchanges

Stock exchanges are markets for dealing securities. A list of the stock exchanges and markets in which the Sub-Fund is permitted to invest, in accordance with the requirements of the Central Bank, is contained in Appendix II to this Prospectus.

### Swap

A swap is an FDI by which counterparties exchange certain benefits of one party's financial instrument for those of the other party's financial instrument. A Sub-Fund may use these techniques to protect against changes in interest rates and currency exchange rates. In respect of currencies a Sub-Fund may utilise currency swap contracts where the Sub-Fund may exchange currencies at a fixed rate of exchange for currencies at a floating rate of exchange or currencies at a floating rate of exchange for currencies at a fixed rate of exchange. In respect of interest rates a Sub-Fund may utilise interest rate swap contracts where the Sub-Fund may exchange floating interest rate cash flows for fixed interest rate cash flows or fixed interest rate cash flows for floating interest rate cash flows.

Generally, a swap is a contractual agreement between two counterparties in which the cash flows from two reference assets are exchanged as they are received for a predetermined time period, with the terms initially set so that the present value of the swap is zero. Swaps may extend over substantial periods of time, and typically call for the making of payments on a periodic basis. In most swap contracts, the notional principal of the swap is not exchanged but is used to calculate the periodic payments. Swaps are usually traded OTC.

Interest rate swaps involve the exchange by a Sub-Fund with another party of their respective commitments to make or receive interest payments (e.g. an exchange of fixed rate payments for floating rate payments). On each payment date under an interest rate swap, the net payments owed by each party are paid by one party to the other. Currency swaps are agreements between two parties to exchange future payments in one currency for payments in another currency. These agreements are used to transform the currency denomination of assets and liabilities. Unlike interest rate swaps, currency swaps must include an exchange of principal at maturity.

Other types of swap exist, which a Sub-Fund may, from time to time, utilise subject to the above conditions.

### Total Return Swap

In respect of securities and securities indices, a Sub-Fund may utilise total return swap contracts where the Sub-Fund will typically exchange floating interest rate

cash flows for cash flows based on the total return of an equity or fixed income instrument or a securities index or vice versa. These contracts allow a Sub-Fund to manage its exposures to certain securities or securities indices. For these instruments the Sub-Fund's return is based on the movement of interest rates relative to the return on the relevant security of index.

### Warrants, Convertible Securities, Convertible Bonds and Convertible Debentures

A Sub-Fund may purchase warrants, convertible securities, convertible bonds and convertible debentures to provide an efficient, liquid mechanism for taking a position in securities without the need to purchase and hold the security.

A warrant in the classic sense is a security that entitles the holder to buy stock of the issuing company at a specified price. Warrants have similar characteristics to call options, but are typically issued together with preferred stocks or bonds or in connection with corporate actions and are usually of little value. There are other types of warrants, including (without limitation) currency warrants and index warrants which are issued by financial institutions and may or may not be exchange traded. Such warrants may have the characteristics of call or put options.

## RISK FACTORS

Potential investors should consider the following risks, in particular, those highlighted as key risks for any specific Sub-Fund in the relevant Supplements, before investing in any of the Sub-Funds.

There is no assurance that the investment objective of any of the Sub-Funds will be achieved. Past performance is not necessarily a guide to future performance and investments should be regarded as medium to long-term. Investment in a Sub-Fund should not be the sole or principal component of any investment portfolio.

### General Risks

The investment risks set out in this Prospectus do not purport to be exhaustive and potential investors should be aware that an investment in the Fund or any Sub-Fund may be exposed to risks of an exceptional nature from time to time. Additional risks and uncertainties not currently known to Directors may also have an adverse effect on the business of the Manager and/or the Fund.

### Absence of Recourse Risk

The Trust Deed limits the circumstances under which the Manager, the Investment Managers and their affiliates can be held liable to the Fund. As a result, there is a risk that Unitholders may have a more limited right of action in certain cases than they would have in the absence of such a limitation.

### Accounting and Auditing Standards Risk

Accounting and auditing standards in some of the countries in which a Sub-Fund may invest may not correspond to international accounting standards and this may result in less reliable financial information on investments.

### Cash Position Risk

The Fund may hold a significant portion of its assets in cash or cash equivalents at the Investment Manager's discretion and always in line with the investment restrictions of the Fund. If a Sub-Fund holds a significant cash position, there is a risk that its investment returns may be adversely affected, and such Sub-Fund may not achieve its investment objective.

### Cyber- Security Risk

The Manager, Investment Managers, Administrator and Transfer Agent and Trustee (and their respective groups) each maintain appropriate information technology systems. However, like any other system, these systems could be at risk of technological malfunctions which cause operational disruption resulting in, for example, the inability to close out

positions and impede trading or calculate the Net Asset Value. These systems could also be at risk of cyber security attacks resulting in data security breaches, theft, a disruption in the Manager, Investment Managers, Administrator and Transfer Agent and/or Trustee's service, cause reputational damage or ability to close out positions and the disclosure or corruption of sensitive and confidential information. Notwithstanding the existence of policies and procedures designed to detect and prevent such breaches and ensure the security, integrity and confidentiality of such information as well as the existence of business continuity and disaster recovery measures, such security breaches may potentially also result in loss of assets and could create significant financial and/or legal exposure for the Fund.

### Currency Risk – Unit Class Currency Risk

Classes of Units in a Sub-Fund may be denominated in currencies other than the Base Currency of the Sub-Fund and there is a risk that changes in the exchange rate between the Base Currency and the denominated currency of the Class may lead to a depreciation of the value of the investor's holding as expressed in the Base Currency even in cases where the Class is hedged.

### Currency Risk – Hedged Unit Classes

Where a Class is currency hedged, there is a risk that currency fluctuations between an investor's currency of reference or the currency of investments and the Base Currency of the Sub-Fund may adversely affect the value of an investment. Hedges are sometimes not perfectly matched between a derivative and the investors currency of reference. At no time can a Sub-Fund hedge more than 105% of its Net Asset Value (within the limits and conditions imposed by the Central Bank) against currency fluctuations. Currency hedging can reduce or eliminate losses but it can also reduce or eliminate gains. Currency hedging may substantially limit Unitholders' earnings potential of a particular Class if that Class' currency falls against the Base Currency and/or the currency in which the investments are denominated. The costs and gains/losses arising as a result of Unit Class currency hedging will accrue solely to the relevant Unit Class. The effectiveness of the Sub-Fund's currency hedging strategy and the costs associated with currency hedging transactions may also be affected by interest rates. There can be no assurance that the Fund's currency hedging transactions will be effective. Please see below for the specific additional risks involved in investing through RMB denominated Classes of Units.

### Commodity Risk

A Sub-Fund investing in commodities may do so by synthetically replicating the performance of a commodities index. The underlying index may concentrate investment on selected commodity futures of multinational markets. Prices of commodities are influenced by, among other things,

macro-economic factors such as changing supply and demand relationships, weather conditions and other natural phenomena, agricultural, trade, fiscal, monetary, and exchange control programmes and policies of governments (including government intervention in certain markets) and other unforeseeable events. As with any investment, the investment may rise or fall in value depending on the performance of the commodity markets concerned. The intention of any Sub-Fund to invest in commodities will be disclosed in the relevant Supplement.

### Concentration Risk

The Sub-Fund may invest in a limited number of securities compared to more diversified Sub-Funds or it may focus its investments and hold relatively large positions in, among other things, particular industries, countries, sectors, currencies or issuers. This may occur directly as a result of portfolio management decisions, or indirectly as a result of security price changes. Where this happens, the Sub-Fund may have a greater level of sensitivity to those industries, sectors, countries, currencies or issuers and the events, developments or issues that affect their prices. This may result in significant losses for the Sub-Fund, may increase the volatility of the value of the Sub-Fund, and may also limit the liquidity of certain securities within the Sub-Fund. For Sub-Funds with geographical concentration, the value of the Sub-Funds may be more susceptible to adverse economic, political, policy, foreign exchange, liquidity, tax, legal or regulatory events affecting the relevant market.

### Conflicts of Interest Risk

In the ordinary course of their businesses, PineBridge Investments L.P. and its affiliates may engage in activities where their interests or the interests of their clients conflict with the interests of the Fund and each of its Sub-Funds.

The Manager, the Investment Manager and their affiliates may provide investment management, securities lending and other services to other clients (including investment companies), including clients which may invest in the securities in which the Fund and each Sub-Fund may invest, and, in providing such services, may use information obtained by the Manager, and/or the Investment Manager or their affiliates which is used in managing the Fund's and each Sub-Fund's investments. In the event of a conflict of interest arising, the Manager or the Investment Manager or their affiliates will ensure that it is resolved fairly in the best interests of the Unitholders and that investment opportunities shall be fairly allocated to their respective clients.

The Manager, the Trustee, the Administrator and Transfer Agent and/or the Investment Managers or their affiliates (individually a "Party" and collectively the "Parties") are or may be involved in other financial, investment and professional activities which may on occasion cause a conflict of interest with the interests

of the Fund which include the valuation of unlisted securities (in circumstances in which fees payable to the Party valuing such securities may increase as the value of the assets increases) or the Parties may engage in transactions with the Fund and each Sub-Fund whereby any of the Parties or any other party having an interest in the Fund or any of its Sub-Funds, or any of their affiliates is acting in the capacity of broker, intermediary, principal or counterparty provided that such transactions are carried out on normal commercial terms negotiated at arm's length, are in the best interests of Unitholders, and

- (i) the valuation is certified by a person approved by the Trustee (or in the case of a transaction involving the Trustee, by the Manager) as independent and competent; or
- (ii) the execution of such transaction is on best terms on an organised investment exchanges under their rules; or
- (iii) where (i) and (ii) are not practical, such transactions shall be executed on terms which the Trustee (or in the case of a transaction involving the Trustee, the Manager) is satisfied conform to the principle that the transaction is carried out as if effected on normal commercial terms, to ensure that the transactions are negotiated at arm's length and that they are in the best interests of Unitholders.

The Trustee or the Manager, in the case of transactions involving the Trustee must document how it complied with (i), (ii) and (iii). Where transactions are conducted in accordance with paragraph (iii), the Trustee or the Manager in the case of transactions involving the Trustee must document their rationale for being satisfied that the transaction conformed to the principles outlined here.

In order to facilitate the Fund discharging its obligation to provide the Central Bank with a report within its annual and semi-annual report in respect of all related party transactions, the relevant Party will disclose details of each transaction to the Fund (including the name of the related Party involved and where relevant, fees paid to that party in connection with the transaction).

In these circumstances, or where non-listed securities are being valued by a competent person, should any conflict arise each of the Parties will use its reasonable endeavours to ensure that the performance of its respective duties will not be impaired by any such involvement that it may have and that any conflicts which may arise will be resolved fairly and in the best interests of Unitholders.

PineBridge companies receive Material Non-Public Information (MNPI) in relation to listed securities and Sub-Funds in which it invests on behalf of clients. To prevent wrongful trading, PineBridge erects Information Barriers and restricts trading by one or

more investment team(s) concerned in the security or Sub-Fund concerned. Such restrictions may negatively impact the investment performance of client accounts. PineBridge has implemented a Material Non-Public Information Barrier Policy. The foregoing does not purport to be a comprehensive list or complete explanation of all potential conflicts of interests which may affect a Sub-Fund.

### **Counterparty Risk – Depository**

There are risks involved in dealing with the Trustee, sub-custodians or brokers who hold a Sub-fund's investments or settle a Sub-funds' trades. The assets of the Fund are entrusted to the Trustee for safekeeping. In accordance with the UCITS Directive, the Trustee shall hold and record assets in compliance with all applicable laws. The assets of any Sub-Fund should be identified in the Trustee's books as belonging to the Sub-Fund. Securities held by the Trustee should be segregated from other securities/assets of the Trustee in accordance with applicable laws and regulations. Such requirements are designed to safe-keep the assets but there is no guarantee they will successfully do so and it does not exclude the risk of non-restitution in the case of bankruptcy or insolvency of the Trustee. The investors are therefore exposed to the risk of the Trustee not being able to fully meet its obligation to reconstitute all of the assets of the Sub-Fund in the case of bankruptcy or insolvency of the Trustee. In addition, a Sub-Fund's cash held with the Trustee may not be segregated from the Trustee's own cash/cash under custody for other clients of the Trustee and a Sub-Fund may therefore rank as an unsecured creditor in the case of bankruptcy or insolvency of the Trustee. The Trustee may not keep all the assets of the Fund itself but may use a network of sub-custodians which are not always part of the same group of companies as the Trustee. Investors may be exposed to the risk of bankruptcy of the sub-custodians in circumstances where the Trustee may have no liability.

### **Counterparty Risk**

#### *Counterparty Credit Risk*

A Sub-Fund will be exposed to the credit risk of the parties with which it transacts and may also bear the risk of settlement default. An issuer may fail to make principal and interest payments when due. Issuers with higher credit risk typically offer higher yields for this added risk, and vice versa. Generally, government securities are considered to have a lower risk of default than corporate debt, especially corporate debt with poor credit ratings. However government debt with poor credit ratings can also pose a risk of default to a Sub-Fund. Changes in the financial condition of an issuer and changes in economic or political conditions in general or to an issuer, are factors that may adversely impact an issuer's credit quality and security values. There can be no assurance that an issuer of any type will not be subject to credit difficulties.

#### *Derivative Counterparty Risk*

Counterparty Risk would also include counterparties to any derivatives, repurchase/reverse repurchase agreement or securities lending agreement that it enters into. Trading in derivatives which have not been collateralised gives rise to direct counterparty exposure. The relevant Sub-Fund mitigates much of its credit risk to its derivative counterparties by receiving collateral with a value at least equal to the exposure to each counterparty but, to the extent that any derivative is not fully collateralised, a default by the counterparty may result in a reduction in the value of the Fund. A formal review of each new counterparty is completed and all approved counterparties are monitored and reviewed on an ongoing basis. The Fund maintains an active oversight of counterparty exposure and the collateral management process.

#### *General Counterparty Risk*

If a Sub-Fund enters into an investment or transaction with a financial institution and such financial institution experiences financial difficulties, the Sub-Fund may in certain situations be prevented or delayed from exercising its rights to terminate the investment or transaction, or to realize on any collateral and may result in the suspension of payment and delivery obligations of the parties or another institution being substituted for that financial institution without the consent of the Sub-Fund.

In addition, there is the possibility of material misrepresentation or omission on the part of a counterparty. Such inaccuracy or incompleteness may adversely affect the valuation of the collateral underlying an investment. The Manager will rely upon the accuracy and completeness of representations made by counterparties to the extent reasonable, but cannot guarantee accuracy or completeness. Under certain circumstances, payments to the Sub-Funds may be reclaimed if any such payment or distribution is later determined to have been a fraudulent transaction or a preferential payment.

Further, the Sub-Fund may be subject to "bail-in" risk whereby, if required by the financial institution's authority, the financial institution's liabilities could be written down, eliminated or converted into equity or an alternative instrument of ownership. A bail-in of a financial institution may result in a reduction in value of some or all of its securities and a Sub-Fund that holds such securities or has entered into a transaction with such a financial security when a bail-in occurs may also be similarly impacted.

### **Currency Risk – Base Currency**

Securities may be denominated in currencies different from the Sub-Fund's Base currency and there is a risk that changes in exchange rates and exchange control regulations may cause the value of the assets expressed in the Base Currency to rise or fall. The Sub-Fund may use techniques and instruments including currency hedging to control this risk but it is not possible to entirely mitigate this risk nor is there an obligation on the Manager to reduce currency risk within the Sub-Fund. Where a Sub-Fund takes steps to

alter the currency exposure of the underlying assets as described above in “Currency Exposure and Currency Exchange”, please see “Forward Exchange Contract Risk” and “Futures and Options Speculation and Volatility Risk” in the “Derivatives Risks” section below for information on the attendant risks.

### **Depository Receipts Risk**

A Sub-Fund may invest in American Depository Receipts (“ADRs”), Chinese Depository Receipts (“CDRs”), Global Depository Receipts (“GDRs”), International Depository Receipts (“IDRs”) and European Depository Receipts (“EDRs”). There is a risk that these investments may be less liquid and more volatile than the underlying securities. If a depository receipt is denominated in a different currency than its underlying securities, this may result in currency risk from both the investment in the depository receipt and the underlying security. There may be less publicly available information regarding the issuer of the securities underlying a depository receipt than if those securities were traded directly. Depository receipts may or may not be sponsored by the issuers of the underlying securities, and information regarding issuers of securities underlying unsponsored depository receipts may be more limited than for sponsored depository receipts. Holders of depository receipts may have limited or no rights to take action with respect to the underlying securities and will be subject to the insolvency of the issuer.

### **Fund Closure Risk**

In the event of the early termination of the Fund and/or of its Sub-Funds, the Fund and/or any of its Sub-Funds may have to realise and distribute the remaining assets of the Fund and/or any of its Sub-Funds *pari passu* to affected Unitholders of the relevant Sub-Fund. It is possible that at the time of such realisation or distribution, certain investments held by the Fund and/or any of its Sub-Funds may be worth less than their initial acquisition cost or book value, resulting in a substantial loss to affected Unitholders. Moreover, any unamortised organisational or establishment costs or expenses in respect to the Fund and/or any of its Sub-Funds may be debited against the Fund's and/or relevant Sub-Fund's capital at that time.

### **Capital Growth Risks**

Certain Sub-Funds may be exposed to risks to capital growth as a result of the dividend policies they adopt and/or the investment strategies they pursue

#### *Dividend Policies*

At the discretion of the Manager, Unit Classes may declare and pay distributions out of capital. Investors in these Unit Classes should be aware that payment of dividends out of capital amounts to a return or withdrawal of part of an investor's original investment or of capital gains attributable to that original

investment, and such distributions will result in a corresponding immediate decrease in the Net Asset Value per Unit of the Unit Class. The payment of distributions out of capital will accordingly lead to capital erosion and may be achieved by forgoing the potential for future capital growth. This cycle may continue until all capital is depleted. Distributions out of capital made during the life of a Sub-Fund must be understood as a type of capital reimbursement. Distributions out of capital may have different tax implications to distributions of income. Investors are recommended to seek advice in this regard.

Where a Class is hedged, the distribution amount and Net Asset Value may be adversely affected by currency fluctuations between the reference currency of the hedged Class and the Base Currency of the Sub-Fund, resulting in an increase in the amount of distribution that is paid out of capital and hence a greater erosion of capital than other non-hedged classes.

#### *Options Strategies*

In addition certain Sub-Funds may pursue investment strategies, such as options strategies, in order to generate income. While this might allow more income to be distributed, it may also have the effect of reducing capital and the potential for long-term capital growth as well as increasing any capital losses. Any such distributions may result in an immediate reduction of the Net Asset Value per Unit. If a Sub-Fund adopts options strategies to generate income and as part of an options strategy, the Investment Manager or its delegate is incorrect in its expectation of changes in the market prices or determination of the correlation between the instruments or indices on which the options are written or purchased and the instruments in a Sub-Fund's investment portfolio, that Sub-Fund may incur losses that it would not otherwise incur.

### **ETF and CIS Investment Risk**

A Sub-Fund may invest in Exchange Traded Funds (“ETFs”) and/or Undertakings for Collective Investment (“UCIs”), which may include index funds. In addition to the fees, costs and expenses payable by a unitholder in the Fund, each investor may also indirectly bear a portion of the costs, fees and expenses of the underlying ETF and/or UCI, including management, investment management, performance, administration and other such expenses. While index-tracking ETFs and index funds seek to track the performance of their respective benchmark indices whether through a replication, optimising or stratified sampling strategy, there is no guarantee that they will effectively track the performance of the index. This tracking error may result from the skill of the manager, the small size of a fund, or an inability to hold an appropriate selection of the benchmark index, for example where there are local market trading restrictions, small illiquid components, a temporary unavailability or interruption in trading of certain securities comprising the benchmark index. Where ETFs and Index Funds use optimisation or stratified

sampling techniques to track the performance of their respective benchmark indices, this may include the strategic selection of some (rather than all) of the securities that make up the benchmark index, holding securities in proportions that differ slightly or materially from the proportions of the benchmark index. Some ETFs may also make use of financial derivative instruments to track the performance of certain securities that make up the benchmark index and are therefore subject to derivative risks and tracking error risks. In addition, ETFs and Index Funds rely on index licences granted by third party index providers to use and track their benchmark indices. In the event that an index provider terminates or varies an index licence, it will affect the ability of ETFs and Index Funds to continue to use and track their benchmark indices and to meet their investment objectives. In addition, there is no assurance that an index provider will compile the benchmark index accurately, or that the benchmark index will be determined, composed or calculated accurately. While the index provider does provide descriptions of what the benchmark index is designed to achieve, the index provider does not provide any warranty or accept any liability in relation to the quality, accuracy or completeness of data in respect of the benchmark index, and does not guarantee that the Benchmark Index will be in line with the described index methodology. Regardless of market conditions, index-tracking ETFs and Index Funds aim to track the performance of their respective benchmark indices and do not seek to outperform their respective benchmark indices.

### **Euro and Eurozone Risk**

There is a risk pertaining to the stability and overall standing of the European Economic and Monetary Union which may result in changes to the composition of the Eurozone. The departure or risk of departure from the Euro by one or more Eurozone countries could lead to the reintroduction of national currencies in one or more Eurozone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Sub-Fund's investments. Unitholders should carefully consider how changes to the Eurozone and European Union may affect their investment in the Sub-Fund.

Also certain Sub-Funds may invest primarily in European countries. Such Sub-Funds may be subject to a number of risks (such as higher volatility risk, liquidity risk, currency risk, default risk) arising from a potential crisis in the eurozone. The crisis could potentially unfold in a number of ways, including but not limited to, credit downgrade of a country, one or several countries exiting the eurozone, re-introduction of one or more individual currencies within the eurozone, default of a sovereign within the eurozone, potential dissolution of the Euro or partial or full break-up of the eurozone. These potential developments, or market perceptions concerning these and related

issues, could adversely affect the value of the Units of the Sub-Funds.

### **Excessive Trading Risk**

The Sub-Funds do not knowingly allow market timing or related excessive trading practices. Excessive trading includes investors whose security transactions are excessively frequent or large in size and may follow a timing pattern. There is a risk that such practices may adversely impact the performance of the Sub-Funds and the interests of all unitholders.

### **Financial Markets, Political and Regulatory Change Risk**

The laws, politics and regulations affecting businesses continue to evolve in an unpredictable manner. Laws and regulations, particularly those involving taxation, investment and trade, applicable to the Fund's activities can change quickly and unpredictably, and may at any time be amended, modified, repealed or replaced in a manner adverse to the interests of the Fund. Examples might be international political developments, changes in government policies, taxation, restrictions on foreign investments and currency repatriation, currency fluctuations, the risk of changes to interest rates, changes in creditworthiness and other developments in the legal, regulatory and political climate which may affect the value and marketability of an investment. The Fund, the Manager and/or the Investment Managers may be or may become subject to unduly burdensome and restrictive regulation. In particular, in response to significant recent events in international financial markets, governmental intervention and certain regulatory measures have been or may be adopted in certain jurisdictions, including restrictions on short selling of certain securities in certain jurisdictions. The Manager cannot predict how these changes will affect financial markets but government intervention may increase the volatility of the Sub-Funds and hence the risk of loss to your investment. Volatility resulting from any market uncertainty (e.g. Brexit) may mean that the returns of a Sub-Fund and its investments are adversely affected by market movements, a decline in exchange rates or downgrading of a country's sovereign credit rating. This may also make it more difficult, or more expensive, for a Sub-Fund to execute prudent currency hedging policies.

Major losses may occur in the event of disrupted markets and other extraordinary events. The risk of loss is compounded by the fact that in disrupted markets many positions become illiquid, making it difficult or impossible to close out positions against which the markets are moving. The financing available from banks, dealers and other counterparties will typically be reduced in disrupted markets. Further, a financial exchange may from time to time suspend or limit trading. Such a suspension could render it difficult or impossible to liquidate affected positions and thereby expose the Sub-Funds to losses.

## Income Risk

There is a risk that a Sub-Fund's income may decrease due to falling interest or dividend rates or other factors. Issuers of securities held by a Fund may call or redeem the securities during periods of falling interest rates, and such Sub-Funds would likely be required to reinvest in securities paying lower interest rates. If an obligation held by the Sub-Fund is prepaid, the Fund may have to reinvest the prepayment in other obligations paying income at lower rates. A reduction in the income earned by the Sub-Fund may limit the Fund's ability to achieve its investment objective.

## Index licensing Risk

There is a risk that the license under which the Manager or the applicable Sub-Fund is permitted to use an index will be terminated or may be disputed, impaired or cease to remain in effect. In such a case, the Investment Manager may be required to replace the index with another index which it considers to be appropriate in light of the investment strategy of the applicable Sub-Fund. The use of and/or transition to any such substitute index may have an adverse impact on such Sub-Fund's performance.

## Inflation Indexed Securities Risk

The principal amount of an inflation-indexed security typically increases with inflation and decreases with deflation, as measured by a specified index. There is a risk that, in a period of declining inflation rates, a Sub-Fund could receive at maturity less than the initial principal amount of an inflation-indexed security. Depending on the changes in inflation rates during the period a Sub-Fund holds an inflation-indexed security, such Sub-Fund may earn less on the security than on a conventional bond. In relation to actively managed strategies in particular, changes in the values of inflation-indexed securities may be difficult to predict, and it is possible that an investment in such securities will have an effect different from that anticipated by the Investment Manager. The principal amounts of inflation-indexed securities are typically only adjusted periodically and changes in the values of the securities may only approximately reflect changes in inflation rates and may occur substantially after the changes in inflation rates in question occur.

## Investment Loss Risk

Investors should note that investment in a Sub-Fund may decline in value and should be prepared to sustain a total loss of their investment in a Sub-Fund. Neither the Manager, nor any of the Investment Managers, Sub-Investment Managers, Investment Advisers or sub-investment advisers appointed by the Manager in respect of any of the Sub-Funds, nor any of their respective subsidiaries, affiliates, associates, agents or delegates, guarantees the performance or any future return of any Sub-Fund.

## Investment Objective Risk

Investment objectives express an intended result but there is no guarantee that such a result will be achieved. Depending on market conditions and the macro economic environment, there is a risk that the investment objectives of a Sub-Fund may become more difficult or even impossible to achieve which may result in fund closure. There is no express or implied assurance as to the likelihood of achieving the investment objective for a Sub-Fund.

## Initial Public Offering (IPO) Risk

Where a Sub-Fund invests in initial public offerings or new debt issues, the prices of securities involved in initial public offerings or new debt issues are often subject to the risk of greater and more unpredictable price changes than more established securities.

## Large Unitholder Risk

To the extent a large proportion of the Units of a Sub-Fund are held by a small number of Unitholders (or a single Unitholder), including funds or accounts over which the Investment Manager has investment discretion, a Sub-Fund is subject to the risk that these Unitholders will purchase or redeem their Units in large amounts rapidly or unexpectedly, including as a result of an asset allocation decision made by the Investment Manager. These transactions could adversely affect the ability of a Sub-Fund to perform.

## Legal Infrastructure Risk

Company law in some countries is not well developed or may change. Where a Sub-Fund invests in those countries, certain new laws might have a negative impact on the value of an investment which cannot be foreseen at the time the investment is made. As the efficacy of such laws is as yet uncertain, there can be no assurance as to the extent to which rights of foreign Unitholders can be protected. In addition, there may also be a shortage of qualified judicial and legal professionals to interpret or advise upon recently enacted and future laws in some jurisdictions.

## Leveraging Risk (Market) or Market Leverage Risk

The Sub-Funds will not use leverage/borrowing to purchase additional investments but may be expected, via derivative positions, to obtain market leverage (gross market exposure, aggregating both long and synthetic short positions, in excess of net asset value). When the Manager engages in transactions that have a leveraging effect, there is a risk that the value of the Sub-Fund may be more volatile. This is because leverage generally creates investment risk with respect to a larger base of assets than the Sub-Fund would otherwise have and so magnifies the effect of any increase or decrease in the value of the Sub-Fund's underlying assets. In transactions involving leverage, a relatively small market movement or change in other underlying indicators can lead to significantly larger losses for the Sub-Fund. Certain

derivatives have the potential for unlimited loss, regardless of the size of the initial investment. The use of leverage may cause the Sub-Fund to liquidate positions when it may not be advantageous to do so to satisfy repayment, interest payment or margin obligations or to meet asset segregation or coverage requirements.

### **Liquidity Risk**

Liquidity risk is defined as the risk that a Sub-Fund could not meet requests to redeem shares issued by the Sub-Fund without significant dilution of remaining investors' interests in the Sub-Fund. From time to time, the investments or holdings of a Sub-Fund may face limited or reduced liquidity on the market, caused by decreased trading volume, increased price volatility, concentrated trading size, limitations on the ability to transfer or liquidate positions, and changes in industry or government regulations. In addition, certain securities may trade infrequently, on relatively small markets, or may be suspended or restricted by relevant exchange or supervisory authority. As a result, disposal or sale of such positions at desired price and time may be impaired. In case of extreme market conditions, an unusually high volume of redemption requests, or other uncontrollable factors, the Sub-Fund may be forced to sell the investments at unfavorable price or time to meet redemption requests within allowable timeframe and incur a loss impacting remaining investors of the Sub-Fund.

### **Price of Securities Risk**

All types of investments and all markets and therefore all Sub-Funds are at risk of market volatility based on prevailing economic conditions. Price trends are determined mainly by financial market trends and by the economic development of the issuers, who are themselves affected by the overall situation of the global economy and by the economic and political conditions prevailing in each country. Because securities fluctuate in price, the value of your investment may go up and down. Some of the markets or exchanges on which a Sub-Fund may invest may prove to be highly volatile from time to time.

### **Paying Agent Risk**

Unitholders who choose or are obliged under local regulations to pay or receive subscription or repurchase monies or dividends via an intermediate entity rather than directly to the Fund or the relevant Sub-Fund (e.g. a paying agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Fund or the relevant Sub-Fund and (b) repurchase monies payable by such intermediate entity to the relevant Unitholder.

### **Preferred Securities Risk**

Where a Sub-Fund invests in preferred securities, there are several possible risks. Preferred security

holders tend to have no or limited voting rights with respect to the issuing company unless certain events occur. In addition, preferred securities are subordinated to bonds and other debt instruments in a company's capital structure and therefore will be subject to greater credit risk than those debt instruments. Unlike debt securities, dividend payments on a preferred security typically must be declared by the issuer's board of directors.

In the event an issuer of preferred securities experiences economic difficulties, the issuer's preferred securities may lose substantial value due to the reduced likelihood that the issuer's board of directors will declare a dividend and the fact that the preferred security may be subordinated to other securities of the same issuer. Further, because many preferred securities pay dividends at a fixed rate, their market price can be sensitive to changes in interest rates in a manner similar to bond i.e. as interest rates rise, the value of the preferred securities held by a Sub-Fund are likely to decline.

Therefore, to the extent that the Sub-Fund invests a substantial portion of its assets in fixed rate preferred securities, rising interest rates may cause the value of the Sub-Fund's investments to decline significantly. In addition, because many preferred securities allow holders to convert the preferred securities into common stock of the issuer, their market price can be sensitive to changes in the value of the issuer's common stock and, therefore, declining common stock values may also cause the value of the Fund's investments to decline. Preferred securities often have call features which allow the issuer to redeem the security at its discretion. The redemption of a preferred security, having a higher than average yield, may cause a decrease in the Fund's yield.

The value of a preferred security held by a Sub-Fund may decline due to a number of factors affecting or perceived to affect the issuer of the security, such as, for example, management performance, financial leverage and reduced demand for the issuer's goods or services as well as the historical and prospective earnings of the issuer and the value of its assets. In addition, there may be political changes that impact the ability of issuers to repay principal and to make interest payments on securities. Changes to the financial condition or credit rating of issuers may also adversely affect the value of the securities issued.

### **Redemption Risk**

Substantial redemptions from a Sub-Fund could lead the Investment Manager having to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the trading performance and even cause the liquidation of the Sub-Fund. In these and other exceptional circumstances the Manager may impose restrictions on the redemption of Units. To protect investors, the Manager may impose restrictions on the redemption of Units in a particular Sub-Fund or the Fund as a whole. In such situations, a



Unitholder either may not receive its redemption proceeds until after the sale of sufficient investments to meet those redemption requests, or may not be permitted to redeem its Unitholding until one or more Dealing Days after the Dealing Day to which its redemption request related, or may have its redemption request satisfied by the transfer to it of assets of the relevant Sub-Fund in specie.

## **Real Estate Investment Trust (REIT) Risk and**

### **Property Securities Risk**

Where a Sub-Fund invests in REITs, these may be impacted by changes in the values of the underlying properties that they own or operate which are in turn impacted by changes in economic conditions, supply and demand, interest rates, zoning laws and regulation. REITs are dependent upon specialised management skills and their investments may be concentrated in relatively few properties or in a small geographic area or a single property type which can result in concentration risk. REITs are also subject to heavy cash flow dependency and, as a result, are particularly reliant on the proper functioning of capital markets, as well as defaults by borrowers and self-liquidation. A variety of economic and other factors may adversely affect a lessee's ability to meet its obligations to a REIT. In the event of a default by a lessee, the REIT may experience delays in enforcing its rights as a lessor and may incur substantial costs associated in protecting its investments. Investments in REITs are also subject to the risks affecting equity markets generally.

### **Remittance of Principal and Investment Income Risk**

The remittance of profits earned by foreign investors in certain countries and the repatriation of their investments are governed by relevant local regulations. Pursuant to these regulations, remittances of principal and investment income of the investments and any other amounts may be subject to the approvals of the respective foreign exchange control authorities. There is no certainty that such approvals may be obtained at all times.

### **Repurchase Agreements and Reverse Repurchase Agreements Risk**

Under a repurchase agreement there is a risk of default and the Sub-Fund may realise a loss. A repurchase agreement is where a Sub-Fund sells a security to a counterparty and simultaneously agrees to repurchase the security back from the counterparty at an agreed price and date. The difference between the sale price and the repurchase price is the cost of the transaction.

The resale price generally exceeds the purchase price by an amount which reflects an agreed-upon market interest rate for the term of the agreement. In a reverse repurchase agreement a Sub-Fund purchases an investment from a counterparty which undertakes

to repurchase the security at an agreed resale price on an agreed future date. The Sub-Fund therefore bears the risk that if the seller defaults the Sub-Fund might suffer a loss to the extent that proceeds from the sale of the underlying securities together with any other collateral held by the Sub-Fund in connection with the relevant agreement may be less than the repurchase price because of market movements. A Sub-Fund cannot sell the securities which are the subject of a reverse repurchase agreement until the term of the agreement has expired or the counterparty has exercised its right to repurchase the securities.

### **Securities Lending Risk**

Where a Sub-Fund participates in securities lending arrangements, there may be risks such as credit risk and delay or recovery risk. Should the borrower of the securities fail financially, the collateral posted by the borrower will be utilised to purchase the securities. Whilst the value of the collateral will, at least, be equal to the value of the securities loaned, there is a risk that a sudden market movement could cause the value of the collateral to be less than the value of the securities loaned.

### **Securitisation Risks**

Effective from 1 January 2019, certain Sub-Funds became subject to certain risk retention and due diligence requirements (the "EU Risk Retention and Due Diligence Requirements") which currently apply to various types of EU regulated investors, including credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings, institutions for occupational retirement schemes and will apply to UCITS. Amongst other things, the EU Risk Retention and Due Diligence Requirements restrict an investor who is subject to them from investing in securitisations unless: (i) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed that it will retain, on an on-going basis, a net economic interest of not less than 5% in respect of certain specified credit risk tranches or securitised exposures; and (ii) such investor is able to demonstrate that they have undertaken certain due diligence in respect of various matters including but not limited to its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator.

When the EU Risk Retention and Due Diligence Requirements apply to a Sub-Fund, such Sub-Fund (and the Investment Manager on its behalf) will be required to take steps to ensure that it is in compliance with them and any regulatory technical standards that are imposed on the Sub-Fund pursuant to them. In particular, the EU Risk Retention and Due Diligence Requirements are likely to require that the relevant Sub-Fund ensures that all its holdings of securitisations (including certain securitisations issued prior to the EU Risk Retention and Due Diligence Requirements coming into force) are

compliant and the Sub-Fund may be required to dispose of any such holdings that are non-compliant. Under such circumstances, a Sub-Fund could sustain losses.

### **Settlement Risk**

Markets in different countries will have different clearance and settlement procedures and in certain markets there is a risk that settlements cannot keep pace with the volume of transactions, thereby making it difficult to settle trades in a timely fashion. Delays in settlement could result in temporary periods where assets of a Sub-Fund remain uninvested and no return is earned thereon. The inability of a Sub-Fund to make intended purchases due to settlement problems could cause missed investment opportunities and affect a Sub-Fund's ability to meet its investment objective.

Inability to dispose of securities due to settlement problems could result either in losses to a Sub-Fund due to subsequent declines in value of a security or, if it has entered into a contract to sell the security, it could result in the possible liability of it to the purchaser. Where cleared funds are not received in a timely fashion in respect of a subscription, there is a risk of overdraft interest. Losses could be incurred where the Investment Manager has entered into a contract to purchase securities in anticipation of subscription monies which subsequently do not settle, due to subsequent declines in the value of a security upon disposal.

### **Smaller Companies Risk**

Investments in the securities of smaller companies or financial instruments related to such securities may involve greater risk than is customarily associated with larger, more established companies. These are likely to be traded in lower volumes. Consequently, these securities may be more illiquid and subject to more volatility. In addition, the quality, reliability, transparency and availability of information on such companies may be more limited. Rules regulating corporate governance may be less developed or less stringent which may increase investment risk and lessen investor protection.

### **Subordination Risk**

Subordination risk arises where a Sub-Fund invests in securities that are junior in the capital structure relative to other securities. Holders of subordinated securities are paid after senior security holders and have less of a claim on issuer assets. Therefore the risk of loss is greater than in the case of securities which are more senior in the capital structure

### **Suspension of Dealing Risk**

In certain situations (for example where a Sub-Fund is being merged, wound up or where it is not possible to calculate the Net Asset Value for any reason), the Manager, may if necessary, and with the consent of

the Trustee, temporarily suspend the determination of the Net Asset Value of any Sub-Fund to ensure an orderly and fair market and that risks are managed prudently. Any such suspension would result in the suspension of the issuing, switching and redemption of the relevant Sub-Fund's Units to and from its Unitholders during such period of suspension.

### **Taxation Risk**

A Sub-Fund may be subject to withholding or other taxes on income and/or gains arising from its investment portfolio. Where a Sub-Fund invests in assets 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 Sub-Fund may not be able to recover such withheld tax and so any change may have an adverse effect on the Net Asset Value of the Units.

There may also be a detrimental impact on a Sub-Fund in circumstances where there has been a change in the relevant taxation legislation or practice, regarding a security in which an Investment Manager has invested, whereby an unforeseen tax liability may have to be borne by a Sub-Fund. There is also a risk of loss due to the unexpected application of a taxation law or regulation.

The attention of potential investors is drawn to the taxation risks associated with investing in the Fund. Please refer to the section of this Prospectus entitled "Taxation" which is based, to the best knowledge of the Directors, upon tax law and practice as at the date of the Prospectus, however this may change from time to time.

### **Taxation (The People's Republic of China) Risk**

Gains derived from disposal of H shares of PRC companies and dividends payable by issuers of such H shares received by a foreign company which has no establishment in the People's Republic of China ("PRC") were specifically exempted from Withholding Income Tax ("WHT") pursuant to Circular Guoshuifa [1993] No.45 issued by the PRC tax authority in July 1993. However, the Foreign Enterprise Income Tax Law (the "FEIT Law") was repealed by the Corporate Income Tax Law (the "CIT Law") starting from 1 January 2008 and Circular Guoshuifa [1993] No.45 was automatically repealed accordingly.

After the CIT Law took effect on 1 January 2008, a WHT rate of 10% technically applies to the aforesaid capital gains derived from disposal of H shares of PRC companies. However, it is unclear whether the aforesaid exemptions and preferential treatments on gains derived from disposal of H shares still remain effective after the CIT Law took effect, and they are subject to the further interpretation by the State Council of the PRC.

Guoshuihan [2008] No.897 (“Circular 897”) discusses the taxability of dividends received by overseas corporate investors of H shares of PRC companies. According to Circular 897, Chinese listed companies issuing H shares are required to withhold WHT at the rate of 10% on the distribution of dividends of year 2008 and beyond to the foreign corporate investors of H shares. If the foreign corporate investor is eligible for a lower treaty rate, it can apply for a refund of the overpaid WHT.

The prevailing PRC Business Tax (“BT”) and Value Added Tax (“VAT”) regulations are silent on the taxability on the trading of H shares of PRC companies. Despite the fact that the PRC tax authority has not imposed BT or VAT on the H shares transactions, it is uncertain whether the overseas investors will be required to pay BT or VAT for H shares transactions in future with retrospective effect.

By investing in H shares of PRC companies, the Sub-Fund may be subject to WHT and other taxes on income imposed in China. In light of the foregoing uncertainty as to how gains or income that may be derived from the Sub-Fund’s investments in China will be taxed, the Sub-Fund reserves the right to provide for withholding tax on such gains or income and withhold tax for the account of the Sub-Fund. Accordingly, the Net Asset Value and the profitability of the Sub-Fund may be affected.

The tax regulations in the PRC are subject to change, possibly with retrospective effect. Changes in PRC tax regulations could have a significant adverse effect on the Sub-Fund and its investments, including reducing returns, reducing the value of the Sub-Fund’s investments and possibly impairing capital invested by the Sub-Fund.

### **Sovereign Debt Risk**

Where a Sub-Fund invests in sovereign debt, a government entity’s willingness or ability to repay principal and interest due in a timely manner may be affected by, many factors which carry the risk of default. For example, its cash flow, the extent of its foreign reserves, the availability of sufficient foreign exchange on the date a payment is due, the relative size of the debt service burden to the economy as a whole, the government entity’s policy towards the International Monetary Fund and the political constraints to which a government entity may be subject. Government entities may also be dependent on expected disbursements from foreign governments, multilateral agencies and others abroad to reduce principal and interest arrearage on their debt. Such commitments may be conditioned on a government entity’s implementation of economic reforms and/or economic performance and the timely service of such debtor’s obligations. Failure to implement such reforms, achieve such levels of economic performance or repay principal or interest when due may impair such debtor’s ability or willingness to service its debt on a timely basis.

In the event that a government entity defaults on its sovereign debt, holders of sovereign debt, including a Sub-Fund, may be requested to participate in the rescheduling of such debt and to extend further loans to the relevant government entity. Such events may negatively impact the performance of a Sub-Fund.

Non-investment grade, also known as high-yield, sovereign debt may carry a greater risk of default than higher rated debt securities. In addition, non-investment grade securities tend to be more volatile than higher rated debt securities, so that adverse economic events may have a greater impact on the prices of non-investment grade debt securities than on higher rated debt securities. Further, an issuer’s ability to service its debt obligations may be adversely affected by specific issuer developments, for example, an economic recession may adversely affect an issuer’s financial condition and the market value of high yield debt securities issued by such an entity.

### **Turnover Risk**

A Sub-fund may engage in active and frequent trading of its portfolio securities. The costs related to any increased portfolio turnover may reduce the Sub-Fund’s return and the sale of securities by a Sub-Fund may result in the realisation of taxable capital gains.

### **Umbrella Cash Account Risk**

The Manager, on behalf of the Fund has established umbrella cash accounts through which subscriptions, redemptions and distributions will be channelled. Where amounts held in the umbrella cash accounts are (i) due to an investor as a result of redemption or dividend activity and the money cannot be transferred to the investor e.g. due to incomplete anti-money laundering documentation having been received or (ii) received from an investor in advance of the relevant documentation being received to enable units to be issued, investors should be aware the investor does not have the status of a unitholder. In the event of an insolvency of the Fund or the relevant Sub-Fund, the rights of the investor to money held in umbrella cash account are those of an unsecured creditor to the Fund. In the case of (i) any outstanding issues should be addressed promptly. If an investor fails to pay any amount payable in respect of Units on the day appointed for payment, the Manager may either cancel the allotment of such Units or serve a notice on the Unitholder requiring payment of the amount outstanding together with any accrued interest and any cost incurred by the Fund or any Sub-Fund by reason of non-payment. If the Manager cancels the issue of Units, any funds received will be returned to the applicant at the applicant’s risk less an amount to cover any costs incurred by the Fund or any Sub-Fund.

The assets of each Sub-Fund shall belong exclusively to that Sub-Fund, shall be segregated from the other Sub-Funds, shall not be used to discharge directly or indirectly the liabilities of or claims against any other

Sub-Fund and shall not be available for such purpose. The position of Unitholders in a solvent Sub-Fund shall not be affected in the event of an insolvency of another Sub-Fund.

### **Valuation Risk and Fluctuation of the NAV**

The Net Asset Value per Unit will generally fluctuate with changes in the market value of a Sub-Fund's securities holdings and these changes cannot be predicted. A Fund's investments will typically be valued at the relevant market value, in accordance with the prospectus and applicable law. In certain circumstances, a portion of a Sub-Fund's assets may be valued by the Manager at fair value using prices provided by a pricing service or, alternatively, broker-dealers or other market intermediaries (and at times may be a single broker-dealer or other market intermediary) when other reliable pricing sources are not be available.

If relevant information is not available from any of those sources or the Manager considers it unreliable, the Manager may value a Sub-Fund's assets based on such other information as the Sub-Fund may in its discretion consider appropriate. The value established for any holding at a point in time might differ from what would be produced using a different methodology or if it had been priced using market quotations. Portfolio holdings that are valued using techniques other than market quotations, including fair valued securities, may be subject to greater fluctuation in their valuations from one day to the next than if market quotations were used. There can be no assurance that such prices will accurately reflect the price a Sub-Fund would receive upon sale of a security and to the extent a Sub-Fund sells a security at a price lower than the price it has been using to value the security, its net asset value will be adversely affected. When a Sub-Fund invests in other funds or investment pools, it will generally value its investments in those funds or pools based on the valuations determined by the funds or pools, which may not be the same as if the net assets of the funds or pools had been valued using the procedures employed by the Sub-Fund to value its own assets.

### **Quantitative Model Risk**

The Investment Manager may use proprietary or third party quantitative algorithms and models in an effort to enhance returns and/or manage risk. The resulting analysis and investment selections depend on a variety of factors, such as the quality and accuracy of the data inputs into the models, the effective translation of that data into the models' program codes, the ability of the model to adjust to the speed that market conditions change and the successful integration of the quantitative models into the security selection process within the Sub-Fund.

Any imperfections, errors or limitations in these models may result in outcomes different from or opposite to those expected or desired by the

Investment Manager. Models that have been formulated on the basis of past market data may not be predictive of future price movements. Models may not be reliable if unusual or disruptive events cause market moves the nature or size of which are inconsistent with the historic performance of individual markets and their relationship to one another or to other macroeconomic events. Models may also have hidden biases or exposure to broad structural or sentiment shifts. In the event that actual events fail to conform to the assumptions underlying such models, losses could be incurred.

Quantitative investment techniques also present the risk that errors may occur and such errors may go undetected for a long period of time. Such errors might never be detected or might be detected only after a Sub-Fund has sustained a loss (or reduced performance) related to such errors. Quantitative investment techniques also require timely and efficient execution of transactions. Inefficient execution of trades can eliminate the ability to capture the pricing differentials that the strategy seeks to capture. Quantitative investment techniques may also adopt a risk-constrained investment strategy as described in the relevant section.

### **Equity Investing Risks**

The value of equity and equity-related securities in each Sub-Fund may risk and fall and will be affected by economic, political, market, and issuer-specific changes. Such changes may adversely affect securities, regardless of company specific performance. Additionally, different industries, financial markets, and securities can react differently to these changes. The risk that one or more companies in a portfolio will fall, or fail to rise, can adversely affect the overall portfolio performance in any given period.

### **Risk-Constrained Strategy Risk**

Sub-Funds that use risk constrained strategies may limit the possible differences between the relative weights of investments, sectors, regions, countries, currencies, ratings or other characteristics in the Sub-Fund versus the benchmark index. Constraining the ability of the Sub-Fund to take materially different risk to its benchmark index may mean that the Sub-Fund's risk and return profile are very similar to that of the index. This similarity may persist over the short or long term.

### **Fixed Income Risks**

#### **Fixed Income Investing Risk**

Investors in Sub-Funds which invest in fixed income securities should be aware that the value of investments in such securities may be impacted by market fluctuations, increases or decreases in interest rates, ability of issuers to make scheduled principal or interest payments, illiquidity in debt securities markets, ratings downgrading, economic recessions

for example. The risk that such changes may adversely affect the price of fixed income securities can adversely affect the overall portfolio performance in any given period.

### **Below Investment Grade Debt Securities Risk**

Where Sub-Funds invest in securities rated below investment grade (also known as high yield securities or “junk bonds”), they may be subject to a greater credit, liquidity and market risk than investment in investment grade debt securities. Issuers of these securities are often highly leveraged, so that their ability to service debt obligations during an economic downturn may be impaired. The lower ratings of securities reflect a greater possibility of adverse changes in the financial condition of the issuer, which may impair the ability of the issuer to make payments of interest and principal. The risk of loss due to default in payment of interest or principal is significantly greater than in the case of investment grade securities because they are junior in the capital structure and so are paid after senior security holders because they have a lesser claim on issuers assets. In the case of default or winding up of an issuer of below investment grade securities, there is a greater risk that the capital/assets of the issuer will be insufficient to meet all of its liabilities and the holders of below investment grade securities, (who rank as unsecured creditors) could in such circumstances lose their entire investment.

The market for below investment grade rated securities may be smaller and less active than that for higher quality securities which can adversely affect the price at which securities can be sold. To the extent that there is no regular secondary market trading for certain lower rated securities, the investment manager may experience difficulty in valuing such securities and in turn the Sub-Fund’s assets.

Unrated debt securities are subject to risks similar to investments in non-investment grade debt securities. Investment in unrated securities means that the relevant Sub-Fund must rely on the relevant Investment Manager’s credit assessment of such securities and where such assessment proves to be inaccurate, losses may be incurred.

### **Contingent Convertible Bonds Risk (“CoCos”)**

A contingent convertible bond is a type of complex debt security which may be converted into the issuer’s equity or be partly or wholly written off if a pre-specified trigger event occurs. Trigger events may be outside of the issuer’s control. Common trigger events include the share price of the issuer falling to a particular level for a certain period of time or the issuer’s capital ratio falling to a pre-determined level. Coupon payments on certain contingent convertible bonds may be entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time.

Events that trigger the conversion from debt into equity are designed so that conversion occurs when the issuer of the contingent convertible bonds is in financial difficulty, as determined either by regulatory assessment or objective losses (e.g. if the capital ratio of the issuer company falls below a pre-determined level). Where a Sub-Fund invests in contingent convertible bonds, they may be exposed to the following (non-exhaustive) risks:

Contingent convertible bonds’ investors may suffer a loss of capital when equity holders do not Trigger levels differ and determine exposure to conversion risk depending on the distance of the capital ratio to the trigger level. It might be difficult for the Fund to anticipate the trigger events that would require the debt to convert into equity. Furthermore, it might be difficult for the Fund to assess how the securities will behave upon conversion.

In case of conversion into equity, the relevant Sub-Fund might be forced to sell these new equity shares because the investment policy of the relevant Fund may not allow equity in its portfolio. Such a forced sale, and the increased availability of these shares might have an effect on market liquidity in so far as there may not be sufficient demand for these shares. Investment in contingent convertible bonds may also lead to an increased industry concentration risk and thus counterparty risk as such securities are issued by a limited number of banks.

Contingent convertible bonds are usually subordinated to comparable non-convertible securities, and thus are subject to higher risks than other debt securities. In the event that a contingent convertible bond is written off (a “write-down”) as the result of a pre-specified trigger event, the Fund may suffer a full, partial or staggered loss of the value of its investment. A write-down may be either temporary or permanent.

In addition, most contingent convertible bonds are issued as perpetual instruments which are callable at pre-determined dates. Perpetual contingent convertible bonds may not be called on the pre-defined call date and investors may not receive return of principal on the call date or at any date.

### **Convertible Bonds Risk**

Convertible bonds are a hybrid between debt and equity, permitting holders to convert their bond into shares in the company issuing the bond at a specified future date. Where a Sub-Fund invests in convertibles they will be exposed to equity movement and greater volatility than straight bond investments. Investments in convertible bonds are subject to the same interest rate risk, credit risk, liquidity risk and prepayment risk associated with comparable straight bond investments.

### **Extension Risk**

Extension risk is the risk that, in a period of rising interest rates, prepayments may occur at a slower rate than expected. This may increase the period of time during which an investment earns a below-market interest rate, increase the security's duration and reduce the value of the security.

#### **Fixed Income Default Risk**

Where a Sub-Fund invests in fixed income securities, there is a risk that a particular issuer may not fulfil its payment or other obligations. These events may increase the price volatility of the issuers' debt obligations and negatively affect liquidity making such debt obligations more difficult to sell. Particularly high (or increasing) levels of government deficit, amongst other factors, may adversely affect the credit rating of such sovereign debt securities and may lead to market concerns of higher default risk. Selective default is a rating given by Standard & Poor's when it believes that an obligor has selectively defaulted on a specific issue or class of obligations but it will continue to meet its payment obligations on other issues or classes of obligations in a timely manner. In the unlikely event of default, the value of such securities may be adversely affected resulting in the loss of some or the entire invested amount.

#### **Fixed Income Credit Rating Risk**

Fixed income securities, may be subject to credit rating downgrade risk. Where a Sub-Fund invests in investment grade securities which are downgraded to a below investment grade rating after acquisition, the value of the Sub-Fund may be adversely affected. There is no specific requirement of a Sub-Fund to sell such securities unless otherwise stated in its Supplement.

In the event of such downgrading, the Manager or its delegates will promptly analyse such securities and the financials of the issuer of such securities to determine the action to be taken (i.e. hold, reduce or buy). However, the Manager may or may not be able to dispose of such downgraded securities.

Credit ratings assigned by rating agencies are subject to limitations and may not always be an accurate or reliable measure of the strength of an investment being made and do not guarantee the creditworthiness of the security and/or issuer at all times. Where such credit ratings prove inaccurate or unreliable, losses may be incurred in such investment.

#### **Interest Rate Risk**

Fixed income securities are typically interest rate sensitive, which means their value will fluctuate as interest rates change. An increase in interest rates will generally reduce the value of fixed income securities.

Each relevant Sub-Fund's performance will depend in part on its ability to anticipate and respond to such fluctuations in interest rates and to utilise appropriate

strategies to maximise returns while attempting to minimise the associated risks.

#### **Mortgage-Backed Securities (MBS) and Other Asset-Backed Securities (ABS) Risk**

MBS and ABS are subject to interest rate and prepayment risks which affect their price and volatility. When interest rates rise, the value of a mortgage related security generally will decline; however, when interest rates are declining, the value of mortgage-related securities with prepayment features may not increase as much as other fixed income securities. If unanticipated rates of prepayment increase, the effective maturity and the volatility of the security can be expected to increase. Further, the value of these securities may fluctuate in response to the market's perception of the creditworthiness of the issuers. Agency MBS are mortgage backed securities which are created by quasi-government agencies. Commercial MBS are mortgage backed securities which are backed by commercial mortgages rather than residential real estate. Additionally, although mortgages and mortgage related securities are generally supported by some form of government or private guarantee and/or insurance, there is no assurance that private guarantors or insurers will meet their obligations.

Issuers of ABS may have limited ability to enforce the security interest of the underlying assets, and credit enhancements provided to support the securities, if any, may be inadequate to protect investors in the event of default. Similar to MBS, ABS are subject to prepayment and extension risks.

#### **Prepayment/Call Risk**

Call/prepayment risk is the risk that an issuer will exercise its right to pay principal on an obligation held by a Sub-Fund earlier than expected or required. Many fixed income securities, especially those issued at high interest rates, provide that the issuer may repay them early. Issuers often exercise this right when interest rates decline. Accordingly, a Sub-Fund that invests in securities that are prepaid may not benefit fully from the increase in value or the future payment of higher income. Further, there is a risk that the prepayment proceeds will be subject to reinvestment at lower yields.

#### **Variable and Floating Rate Securities Risk**

A Sub-Fund which invests in variable or floating rate securities is subject to interest rate risk. Variable or floating rate securities bear rates of interest that are adjusted periodically according to formulae intended generally to reflect market rates of interest and allow the Fund to participate (determined in accordance with the terms of the securities) in increases in interest rates through upward adjustments of the coupon rates on the securities. However, during periods of increasing interest rates, changes in the coupon rates

may lag behind the changes in market rates or may have limits on the maximum increases in coupon rates. Alternatively, during periods of declining interest rates, the coupon rates on such securities will typically readjust downward resulting in a lower yield. If indicated in the Relevant Supplement, the Sub-Fund may also invest in variable or floating rate equity securities, whose dividend payments vary based on changes in market rates of interest or other factors.

## ESG Risks

### Sustainability Risk

Sustainability risk is the risk that the value of an investment could be negatively impacted by environmental, social or governance event or condition. Environmental, social or governance events or conditions could have a material adverse effect on the value of an investment and on the value of any Sub-Fund containing that investment. The impact may vary and may depend on several factors including, but not limited to, the type, extent, complexity and duration of the event or condition, prevailing market conditions and the existence (or not) of any mitigating factors.

Incorporating Sustainability Risk into the investment strategy may limit the types and number of investment opportunities available to a particular sub-fund and as a result, the Sub-Fund may underperform other funds that do not take Sustainable Risk into account, may underperform the market as a whole or other funds that incorporate ESG into their investment process. In addition, given that PineBridge does not automatically screen out investments, rather it follows its proprietary investment methodologies as described under the "Investments of the Fund's Assets" section, there is a risk that companies selected under the investment process may not exhibit positive or favourable ESG characteristics and investments may be made in companies which cause a negative outcome for the environment or society at the time of investment.

Inadequate sustainability practices and policies can lead to, among other things, inefficiencies, operational disruption, litigation and reputational damage to the Sub-Fund and therefore investors. The prices of securities in which a sub-fund invests may be adversely affected by ESG conditions and events, which may potentially affect a Sub-Fund's value and performance. While this is true for all collective investment schemes, Sub-Funds that do not incorporate Sustainability Risk into their security selection process, or do not seek to promote ESG characteristics or do not have sustainable investment as their objective may have greater exposure to this risk.

### ESG Data Risk

ESG information that is used to determine companies' ESG and sustainability-related characteristics may be provided by third-party sources or internal analysis and may be based on backward-looking analysis and data.

The subjective nature of non-financial ESG criteria means a wide variety of outcomes are possible. The data may not adequately address material sustainability factors and the analysis and any categorization that follows is based on the information that is available at the time and may be subject to change in the future. The analysis is also dependent on companies disclosing relevant data and the availability of this data can be limited or incorrect, or incomplete.

The wide variety of types, sources and uses of ESG data can produce very different results. There are many sources of ESG data, whether internal or external, and this data can be used in very different ways (for example, the raw data could be used to generate a score or a basket of ESG data could be used to produce a score). The sources that PineBridge relies on, and the use it makes of that data, may produce very different results from the ESG scoring methods of other market participants and investors.

Many ESG scores focus on an assessment of how sustainable an investment currently is, whereas as an active manager PineBridge often analyses and monitors the progress an investment is making towards being or improving sustainability and whether PineBridge can assist in that process. Scoring the ESG of a portfolio using ESG scores that rely on a current assessment is likely to produce very different results from scoring a portfolio taking into account ESG transitioning progress.

### ESG Categorisation Risk

Pursuant to SFDR, the Manager is required to disclose whether sustainability risks are integrated into the investment process and categorise each Sub-Fund on the basis of whether the Investment Manager seeks to promote an environmental and social characteristic, within the meaning of Article 8 of SFDR; or the Sub-Fund has sustainable investment as its objective, within the meaning of Article 9; all other Sub-Funds are categorised as Article 6 Sub-Funds.

The categorisation is based on current understanding of applicable law and as yet incomplete regulation. Changes in law and regulation, the interpretation of law and regulation, new regulatory technical standards coming into effect and/or changes in regulatory guidance may result in a change of categorisation of a Sub-Fund and investors should not rely on such categorisations for any purpose.

### Derivatives Risks

#### Collateral – Risks associated with the use of collateral

Risks linked to the use of collateral: where the Sub-Fund receives collateral as a result of entering into total return swaps, there is a risk that the collateral held by the Sub-Fund may decline in value or become illiquid. In addition, there can also be no assurance that the liquidation of any collateral provided to the

Sub-Fund to secure a counterparty's obligations under a total return swap would satisfy the counterparty's obligations in the event of a default by the counterparty. Where the Sub-Fund provides collateral as a result of entering into total return swaps, it is exposed to the risk that the counterparty will be unable or unwilling to honour its obligations to return the collateral provided. The section of the Prospectus entitled "Risk Factors" provides a description of the risks associated with the use of derivatives and other investment techniques which are likely to fall within the definition of SFTR.

The Sub-Fund may provide certain assets as collateral to counterparties in connection with total return swaps. If the Sub-Fund has over-collateralised (i.e., provided excess collateral to the counterparty) in respect of such transactions, it may be an unsecured creditor in respect of such excess collateral in the event of the counterparty's insolvency. If the Trustee or its sub-custodian or a third party holds collateral on behalf of the Sub-Fund, the Sub-Fund may be an unsecured creditor in the event of the insolvency of such entity.

There are legal risks involved in entering into total return swaps which may result in loss due to the unexpected application of a law or regulation or because contracts are not legally enforceable or documented correctly.

The risks arising from the use of total return swaps shall be adequately captured in the Fund's Risk Management Process for FDI.

The risk factors described in the Prospectus should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in the Sub-Fund.

### **Contract for Difference Risk**

By entering into a contract for difference ("CFD"), a party undertakes to pay (or receive) in cash the difference between the valuation of the underlying asset at the time of entering into the contract and the valuation of the underlying asset at a specified moment in the future. As CFDs are traded over the counter, it is subject to FDI risk, notably counterparty risk, liquidity risk, market volatility risk because of the high leverage as well as margin risk similar to futures.

### **Derivative Risk**

A Sub-Fund may use derivative instruments for both efficient portfolio management and for investment purposes. Derivative transactions may be subject to significant volatility which may result in a loss greater than the principal amount invested. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments and regulatory bodies like EMIR, the European Market

Infrastructure Regulation and national and international political and economic events and policies.

The use of derivatives also involves certain special risks, including: (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the price movements of the derivatives and price movements of related investments, (3) the fact that skills needed to use these instruments are different from those needed to buy and hold securities, (4) the possible absence of a liquid market, (5) possible impediments to effective portfolio management or the ability to meet redemptions, (6) possible legal risks arising in relation to derivative contract documentation, particularly issues arising relating to enforceability of contracts and limitations thereto, (7) settlement risk as when dealing with futures, forwards, swaps, contracts-for-differences the Sub-Fund's liability may be potentially unlimited until the position is closed, and (8) counterparty credit risk, including default, when transacting or placing margin or collateral. To the extent that a counterparty defaults or defrauds on its obligation and the Sub-Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights which may impact investor returns.

Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

Exchange-traded and OTC credit derivatives can be volatile, involve certain risks including a high risk of loss. When used for hedging purposes there may be an imperfect correlation between these instruments and the underlying investments or market sectors being hedged. Transactions in OTC derivatives, such as credit derivatives, may involve additional risk as there is no exchange market on which to close out an open position.

### **Derivative Correlation Risk**

Where a Sub-Fund invests in derivatives, there is a risk that the prices of derivative instruments may be imperfectly correlated to the prices of the underlying securities, for example, because of transaction costs and interest rate movements. The prices of exchange traded derivative instruments may also be subject to changes in price due to supply and demand factors.

### **Derivative Counterparty Exposure and Legal Risk**

The use of OTC derivatives, such as forward contracts, swap agreements and contracts for difference, will expose the relevant Sub-Funds to credit risk with respect to the counterparty involved and the risk that



the legal documentation of the contract may not accurately reflect the intention of the parties.

For OTC derivatives, the Investment Managers generally follow the standards set by the International Securities Dealers Association (ISDA) in its derivatives master agreements. ISDA swap confirmations are tracked and checked manually to confirm the terms of the trades are fully and correctly documented.

For exchange traded futures, the Investment Managers agreements with brokers generally use standard prevailing terms in the markets.

The Investment Managers will use external and internal attorneys who have significant expertise in derivatives use and documentation when negotiating derivative contract master documentation and all legal and documentary issues will be addressed and monitored, using commercially reasonable procedures, particularly issues relating to enforceability of contracts and limitations thereon.

Notwithstanding the above procedures, there is a risk that a counterparty may not settle a transaction in accordance with its terms and conditions because the contract is not legally enforceable or because it does not accurately reflect the intention of the parties or because of a dispute over the terms of the contract (whether or not bona fide) thus causing a Sub-Fund to suffer a loss.

Some of the laws that govern FDI contractual relationships in certain countries are new and largely untested. As a result, a Sub-Fund may be subject to a number of unusual risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, 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. Furthermore, it may be difficult to obtain and enforce a judgment in certain countries where counterparties are located. There can be no assurance that this difficulty in protecting and enforcing rights will not have a material adverse effect on a Sub-Fund and its operations.

#### **Credit Default Swaps, Interest Rate Risk Swaps, Currency Swaps, Total Return Swaps and Swaptions Risk**

The use of *credit default swaps* may carry a higher risk than investing in bonds directly. A credit default swap allows the transfer of default risk. This allows investors to effectively buy insurance on a bond they hold (hedging the investment) or buy protection on a bond they do not physically own where the investment view is that the stream of coupon payments required will be less than the payments received, due to the decline in credit quality. Conversely, where the investment view is that the payments due to decline in credit quality will be less than the coupon payments, protection will be sold by means of entering into a credit default swap.

Accordingly, one party, the protection buyer, makes a stream of payments to the seller of protection, and a payment is due to the buyer in the event that there is a “credit event” (a decline in credit quality, which will be pre-defined in the agreement). If the credit event does not occur the buyer pays all the required premiums and the swap terminates on maturity with no further payments. The risk of the buyer is therefore limited to the value of the premiums paid.

The market for credit default swaps may sometimes be more illiquid than bond markets..

*Interest rate swaps* involve an exchange with another party of respective commitments to pay or receive interest, such as an exchange of fixed rate payments for floating rate payments. *Currency swaps* may involve the exchange of rights to make or receive payments in specified currencies. The use of *total return swaps* may carry a higher risk than investing in the underlying assets directly. Total return swaps involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of assets against the right to make fixed or floating payments.

The Sub-Funds may enter into swaps as either the payer or receiver of payments. Where a Fund enters into interest rate or total return swaps on a net basis, the two payment streams are netted out, with each party receiving or paying, as the case may be, only the net amount of the two payments. Interest rate or total return swaps entered into on a net basis do not involve the physical delivery of investments, other underlying assets or principal. Accordingly, it is intended that the risk of loss with respect to interest rate swaps is limited to the net amount of interest payments that a Sub-Fund is contractually obliged to make (or in the case of total return swaps, the net amount of the difference between the total rate of return of a reference investment, index or basket of investments and the fixed or floating payments).

If the other party to an interest rate or total return swap defaults, in normal circumstances each Fund’s risk of loss consists of the net amount of interest or total return payments that each party is contractually entitled to receive. In contrast, currency swaps usually involve the delivery of the entire principal value of one designated currency in exchange for the other designated currency. Therefore, the entire principal value of a currency swap is subject to the risk that the other party to the swap will default on its contractual delivery obligations.

Certain Sub-Funds may also buy or sell interest rate swaption contracts. These give the purchaser the right, but not the obligation to enter into an interest rate swap at a preset interest rate within a specified period of time. The interest rate swaption buyer pays a premium to the seller for this right. A receiver interest rate swaption gives the purchaser the right to receive fixed payments in return for paying a floating rate of interest. A payer interest rate swaption would give the

purchaser the right to pay a fixed rate of interest in return for receiving a floating rate payment stream.

The use of credit default swaps, interest rate swaps, currency swaps, total return swaps, and interest rate swaptions is a specialised activity which involves investment techniques and risks different from those associated with ordinary portfolio securities transactions. If the Investment Adviser is incorrect in its forecasts of market values, interest rates and currency exchange rates, the investment performance of the Fund would be less favourable than it would have been if these investment techniques were not used.

### **Forward Exchange Contract Risk**

Forward exchange contracts are used to hedge against a change in such currency exchange rates that could cause a decline in the value of existing investments denominated or principally traded in a currency other than the Base Currency. Although currency exchange transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, they could limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the forward contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the forward contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of a Sub-Fund cannot be assured.

### **Futures and Options Speculation, Liquidity and Volatility Risk**

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

Futures positions may be illiquid or difficult to close out because certain exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future

can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a Sub-Fund from liquidating unfavourable positions. Further, OTC positions are, by definition, illiquid, but the Investment Manager will only enter into OTC transactions with counterparties which are contractually obliged to close out a position on request.

The use of derivative instruments to hedge or protect against market risk or to generate additional revenue by writing covered call options may reduce the opportunity to benefit from favourable market movements.

### **Market Risk**

When a Sub-Fund purchases a security or an option, the risk to the relevant Sub-Fund is limited to the loss of its investment. In the case of a transaction involving futures, forwards, swaps, contracts for differences or writing options, that Sub-Fund's liability may be potentially unlimited until the position is closed.

### **OTC Clearing Risk**

Certain derivatives transactions entered into by a Sub-Fund will be required to be centrally cleared. In a cleared derivatives transaction, a Sub-Fund's counterparty to the transaction is a central derivatives clearing organization or clearing house rather than a bank or dealer. A Sub-Fund will typically clear derivatives transactions through clearing members that are futures commission merchants and members of the clearing houses. A Sub-Fund will make and receive payments owed under cleared derivatives transactions (including margin payments) through its accounts at clearing members.

A Sub-Fund's clearing members guarantee a Sub-Fund's performance of its obligations to the clearing house. In contrast to bilateral derivatives transactions, clearing members can generally require termination of existing cleared derivatives transactions at any time or increase the amount of margin required to be provided by a Sub-Fund to the clearing member for any new or existing cleared derivatives transaction above the amount of margin required by the clearing house or clearing member. Any such termination or increase could result in losses to a Fund on its cleared derivatives position.

Also, a Sub-Fund is subject to execution risk in respect of cleared derivatives transactions, because it is possible that no clearing member will be willing to clear a particular transaction on Sub-Fund's behalf. In that case, the transaction might have to be terminated and a Sub-Fund could lose some or all of the benefit of any increase in the value of the transaction after the time of the trade. In addition, the documentation governing the relationship between a Sub-Fund and a clearing member that is drafted by the clearing members is generally not negotiable and therefore less favourable to a Sub-Fund than typical bilateral derivatives documentation. These could, among other

things, restrict a Sub-Fund's ability to engage in or increase the cost to a Sub-Fund of derivatives transactions and could make the use of derivatives by the Sub-Fund impractical or generally undesirable. These regulations are new and evolving so their potential impact on a Fund and the financial system are not yet known. While the new regulations and central clearing of some derivatives transactions are designed to reduce systemic risk, there is no assurance that the new clearing mechanisms will achieve that result and in the meantime, as noted above, central clearing exposes Funds to new kinds of risks and costs.

### **OTC Counterparty Rating Downgrade Risk**

OTC derivative instruments are non-exchange traded and specifically tailored to the needs of an individual investor. The counterparty for these arrangements will be the specific firm involved in the transaction rather than an exchange, and accordingly the bankruptcy or default of a counterparty with which the Company, in respect of a Fund, trades OTC derivative instruments could result in substantial losses to the Fund. The Investment Managers will enter into OTC transactions only with those counterparties that it believes to be sufficiently creditworthy. In addition, pursuant to Irish regulatory requirements, the Sub-Fund will be required to refrain from entering into transactions which involve collateral arrangements with OTC counterparties who do not meet minimum credit rating criteria set by the Central Bank. If an OTC counterparty engaged by the Investment Manager in respect of a Sub-Fund, is subject to a credit rating downgrade, this could potentially have significant implications for the relevant Sub-Fund both from a commercial perspective and a regulatory perspective. A rating downgrade below the minimum regulatory levels set by the Central Bank could require the relevant Sub-Fund to refrain from entering into transactions with such counterparty. The Investment Managers shall endeavour to monitor the rating of all OTC counterparties currently engaged in respect of a Sub-Fund, on an ongoing basis to ensure such minimum credit ratings are maintained and that necessary steps are taken in the event of any counterparty being subject to a credit rating downgrade. However, it is possible that such counterparties could be subject to a credit rating downgrade in circumstances where this is not notified to the relevant Sub-Fund or identified by the Investment Manager in which case the relevant Sub-Fund may be in technical breach of the regulatory requirements regarding eligible OTC counterparties. This regulatory risk is in addition to the commercial risk associated with continuing to engage (and possibly have exposure to) an OTC counterparty with a lower credit rating. In addition, if the Investment Manager is required to take steps to exit positions with an OTC counterparty subject to a credit rating downgrade, due to regulatory requirements or otherwise, this may result in positions being terminated on unfavourable terms or in unfavourable market conditions with the consequence of the relevant Sub-Fund suffering substantial losses. Regardless of the measures the

Investment Manager, in respect of a Sub-Fund, may implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that the relevant Sub-Fund will not sustain losses on the transactions as a result.

The insolvency of the Investment Managers' counterparties is likely to impair the operational capabilities or the assets of the Sub-Funds. If one or more of the Investment Managers' counterparties were to become insolvent or the subject of liquidation proceedings, there exists the risk that the recovery of the Sub-Funds' securities and other assets from such counterparty will be delayed or be of a value less than the value of the securities or assets originally entrusted to such counterparty.

### **Synthetic Short Position Risk**

A Sub-Fund may use financial derivative instruments to implement synthetic short positions. Synthetic short positions are where a security that a Sub-Fund does not physically own, is sold. Uncovered short selling of securities is prohibited under UCITS. If the price of the instrument or market which the Sub-Fund has taken a short position on increases, then the Sub-Fund will incur a loss in relation to the increase in price from the time that the short position was entered into plus any premiums and interest paid to a counterparty. Therefore, taking short positions involves the risk that losses may be exaggerated, potentially losing more money than the actual cost of the investment.

### **Emerging Markets Risks**

Sub-Funds which invests in Emerging markets securities may be exposed to a higher degree of risk. Risks include:

- (i) expropriation, confiscatory taxation, nationalisation, and social, political and economic instability;
- (ii) small current size of the issuer market and low or non-existent volume of trading, resulting in lack of liquidity, price volatility and the possibility that redemption of Units following a redemption request may be delayed due to the illiquid nature of investments;
- (iii) certain national policies which may restrict investment opportunities including restrictions on investing in issuers or industries deemed sensitive to relevant national interests;
- (iv) absence of developed legal structures governing private or foreign investment and private property;
- (v) legal infrastructure and accounting, auditing and reporting standards may not provide the same degree of shareholder protection or information to investors as would generally apply internationally;

- (vi) ownership and custody of securities i.e. in certain countries, ownership is evidenced by entries in the books of a company or its registrar. In such instances, no certificates representing ownership of companies will be held by the Trustee or any of its local correspondents or in an effective central depository system; and
- (vii) adverse economic developments, including substantial depreciation in currency exchange rates or unstable currency fluctuations, increased interest rates, or reduced economic growth rates than investments in securities of issuers based in developed countries.

The economies of Emerging Markets may differ favourably or unfavourably from the economies of industrialised countries. The economies of emerging countries are generally heavily dependent on international trade and 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..

#### *Emerging Markets, Reliability of Information Risk*

There is no assurance that the sources of the information concerning the targeted countries are wholly reliable. Official statistics may be produced on a basis different to that used in developed countries. Any statements relating to some of the targeted countries must therefore be subject to some degree of uncertainty due to doubts about the reliability of available official and public information.

#### *Emerging Markets, Settlement Risk*

The trading and settlement practices and the reliability of the trading and settlement systems of some of the markets or exchanges may not be the same as those in more developed markets, which may increase settlement risk and/or result in delays in realising investments made by, or disposed of, by a Sub-Fund.

#### *Emerging Markets, Registration Risk*

Registrars may not be subject to effective government supervision nor are they always independent from issuers and it is possible for a Sub-Fund to lose its registration through fraud, negligence or mere oversight on the part of the registrar. Because of this possible lack of independence, management of companies in such emerging market countries can potentially exert significant influence over the shareholding in such companies. There is no guarantee that either of them would do so, nor is there any guarantee that an affected Sub-Fund would be able to bring successfully a claim against a Registrar as a result of any loss. Furthermore, the registrar or the relevant company could wilfully refuse to recognise the Fund or a Sub-Fund as the registered holder of shares

previously purchased by or in respect of a Sub-Fund due to the destruction of the company's register.

#### **Investment in Russia Risk**

Investments in companies organised in or who principally do business in the independent states that were once part of the Soviet Union, including the Russian Federation pose special risks, including economic and political unrest and sanctions and may lack a transparent and reliable legal system for enforcing the rights of creditors and Unitholders of a Sub-Fund. The standard of corporate governance and investor protection in Russia may not be equivalent to those provided in more regulated jurisdictions. It may also be difficult for investors outside Russia to continue investing in or to liquidate Russian investments and expatriate funds out of Russia. Were this to occur there is a risk that Sub-Funds with an exposure to Russia could have trading suspended.

Registrars are not subject to effective government supervision. There is a possibility that a Sub-Fund could lose its registration through fraud, negligence, oversight or catastrophe such as a fire. Registrars are not required to maintain insurance against these occurrences and are unlikely to have sufficient assets to compensate the relevant Sub-Fund in the event of loss.

#### **Risks relating to China**

##### *Risks associated with Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect (the "Stock Connect Risks")*

Certain Sub-Funds of the Fund currently may invest and have direct access to certain eligible China A-Shares via the Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect ("Stock Connect"). The Shanghai-Hong Kong Stock Connect is a securities trading and clearing linked program developed by Hong Kong Exchanges and Clearing Limited ("HKEx"), the Hong Kong Securities Clearing Company Limited ("HKSCC"), Shanghai Stock Exchange ("SSE") and China Securities Depository and Clearing Corporation Limited ("ChinaClear") and the Shenzhen-Hong Kong Stock Connect is a securities trading and clearing linked program developed by HKEx, HKSCC, Shenzhen Stock Exchanges ("SZSE") and ChinaClear. The aim of the Stock Connect is to achieve mutual stock market access between mainland China and Hong Kong.

Each Stock Connect comprises a Northbound trading link (for investment in China A-Shares) and a Southbound trading link. Under the Northbound trading link, Hong Kong and overseas investors (including the relevant Sub-Funds) may be able to place orders to trade eligible shares listed on SSE and SZSE respectively.

#### *Eligible Securities*

Under the Shanghai-Hong Kong Stock Connect, Hong Kong and overseas investors (including the relevant Sub-Funds) may be allowed, subject to rules and regulations issued or amended from time to time, to trade certain China A Shares listed on the SSE through the Northbound trading link. These include all the constituent stocks from time to time of the SSE 180 Index and SSE 380 Index, and all the SSE-listed China A-Shares that are not included as constituent stocks of the relevant indices but which have corresponding H-Shares listed on the Stock Exchange of Hong Kong Limited (“SEHK”), except (i) those SSE-listed shares which are not traded in RMB and (ii) those SSE-listed shares which are included in the “risk alert board”.

Under the Shenzhen-Hong Kong Stock Connect, Hong Kong and overseas investors (including the relevant Sub-Funds) may be allowed, subject to rules and regulations issued or amended from time to time, to trade certain stocks listed on the SZSE through the Northbound trading link. These include all the constituent stocks of the SZSE Component Index and SZSE Small/Mid Cap Innovation Index which have a market capitalisation of not less than RMB6 billion, and all the SZSE-listed China A-Shares which have corresponding H-Shares listed on SEHK, except (i) those SZSE-listed shares which are not traded in RMB and (ii) those SZSE-listed shares which are included in the “risk alert board”.

The list of eligible securities may be changed subject to the review and approval by the relevant mainland China regulators from time to time.

Further information about the Stock Connect is available online at the website: [http://www.hkex.com.hk/eng/market/sec\\_tradinfra/chinaconnect/chinaconnect.htm](http://www.hkex.com.hk/eng/market/sec_tradinfra/chinaconnect/chinaconnect.htm).

Investments through the Stock Connect are subject to additional risks, namely, risks associated with the Chinese market, risks related to investments in RMB, quota limitations, suspension risk, operational risk, restrictions on selling imposed by front-end monitoring, recalling of eligible stocks, clearing and settlement risks, nominee arrangements in holding China A-Shares and regulatory risk.

#### *Chinese Market Risk*

Risks associated with the Chinese Market are similar to the “Emerging Markets risk” described above. With the government having a greater control over allocation of resources, the risks that naturally prevail in this type of market is political and legal uncertainty, currency fluctuations and blockage, no government support on reform or nationalisation and expropriation of assets. Such risks can have a negative impact on the performance of the relevant Sub-Fund.

The Chinese market is undergoing economic reform, these reforms of decentralisation are unprecedented or experimental and subject to modification which may not always have a positive outcome on the

performance of the economy and then the value of securities in the relevant Sub - Fund.

The Chinese economy is also export driven and highly reliant on trade. Adverse changes in the economic conditions of its primary trading partners such as the US, Japan and South Korea would adversely impact the Chinese economy and the relevant Sub-Fund investments.

#### *Investment in RMB*

The Manager may offer Classes of Units denominated in Chinese Renminbi (RMB), the lawful currency of the PRC. It should be noted that there may be additional risks involved in investing through RMB over and above those of investing through other currencies. Currency exchange rates can be affected unpredictably by intervention (or failure to intervene) by governments or central banks or by currency controls or political developments, particularly in the PRC. There is also a greater measure of legal uncertainty concerning currency transactions with respect to trades in RMB compared to currencies which have a more established history of being traded internationally.

RMB unit classes for the Sub-Funds are denominated in offshore RMB (CNH). CNH convertibility to the onshore RMB (CNY) is a managed currency process subject to foreign exchange control policies of and repatriation restrictions imposed by the Chinese government in co-ordination with the Hong Kong Monetary Authority (HKMA). The value of CNH could differ, perhaps significantly, from that of CNY due to a number of factors including without limitation those foreign exchange control policies and repatriation restrictions pursued by the Chinese government from time to time as well as other external market forces. In addition, currency markets in RMB may have lower trading volumes than the currencies of more developed countries and accordingly markets in RMB may be materially less liquid, subject to greater dealing spreads and experience materially greater volatility than those of other currencies. In particular, the trading of RMB during European market hours when trades for the hedged Classes of Units will be executed entails inherently lower liquidity and greater transaction costs. This is likely to cause performance divergence against the expected performance of trading RMB during Asian market hours, where liquidity is generally higher and transaction costs are generally lower.

In an extreme event, the lack of liquidity could make it impossible to execute the currency hedge. The Manager will seek to implement the hedge and minimize transaction costs on a best efforts basis. However, there can be no guarantee that it will be successful in doing so and it cannot eliminate the above risks or transaction costs. The costs and gains/losses of hedging transactions will accrue solely to the relevant Hedged Class and will be reflected in the Net Asset Value per unit of that Class.

Non-RMB based investors are exposed to foreign exchange risk and there is no guarantee that the value of RMB against the investors' base currencies will not depreciate. Any depreciation of RMB could adversely affect the value of investor's investment in the Sub-Fund.

Under exceptional circumstances, payment of redemptions and/or dividend payment in RMB may be delayed due to the exchange controls and restrictions applicable to RMB.

#### *Quota limitations*

Trading under the Stock Connect is subject to quota limitations on investments. In particular, once the remaining balance of the relevant Northbound daily quota drops to zero or the relevant Northbound daily quota is exceeded during the opening call session, new buy orders will be rejected (though investors will be allowed to sell their cross boundary securities regardless of the quota balance). Therefore, quota limitations may restrict the relevant Sub-Funds' ability to invest in China A-Shares through the Stock Connect on a timely basis, and these Sub-Funds may not be able to effectively pursue their investment policies.

#### *Suspension risk*

Each of the SEHK, SSE and SZSE reserves the right to suspend Northbound and/or Southbound trading if necessary for ensuring an orderly and fair market and managing risks prudently which could adversely affect the relevant Sub-Funds' ability to access the mainland China market.

#### *Differences in trading day*

The Stock Connect only operates on days when both mainland China and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the mainland China stock market but Hong Kong investors (such as the relevant Sub-Funds) cannot carry out any China A-Shares trading through the Stock Connect. Due to the differences in trading days, the relevant Sub-Funds may be subject to a risk of price fluctuations in China A-Shares during the time when the Stock Connect is not trading as a result.

#### *Restrictions on selling imposed by front-end monitoring*

Mainland China regulations require that before an investor sells any share, there should be sufficient shares in the account; otherwise SSE or SZSE (as the case may be) will reject the sell order concerned. SEHK will carry out pre-trade checking on China A-Shares sell orders of its participants (i.e. the stock brokers) to ensure there is no over-selling.

#### *Clearing settlement and custody risks*

The HKSCC, a wholly-owned subsidiary of HKEx and ChinaClear have established the clearing links and each is a participant of each other to facilitate clearing and settlement of cross-boundary trades. As the national central counterparty of the mainland China's securities market, ChinaClear operates a comprehensive network of clearing, settlement and stock holding infrastructure. ChinaClear has established a risk management framework and measures that are approved and supervised by the China Securities Regulatory Commission ("CSRC"). The chances of ChinaClear default are considered to be remote.

Should the remote event of ChinaClear default occur and ChinaClear be declared as a defaulter, HKSCC will in good faith, seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or through ChinaClear's liquidation. In that event, the relevant Sub-Fund(s) may suffer delay in the recovery process or may not be able to fully recover its losses from ChinaClear.

The China A-Shares traded through Stock Connect are issued in scripless form, so investors, such as the relevant Sub-Funds, will not hold any physical China A-Shares. Hong Kong and overseas investors, such as the relevant Sub-Funds, who have acquired China A-Shares through Northbound trading should maintain the China A-Shares with their brokers' or custodians' stock accounts with the Central Clearing and Settlement System ("CCASS") operated by HKSCC for the clearing securities listed or traded on SEHK.

#### *Operational risk*

The Stock Connect provides a new channel for investors from Hong Kong and overseas, such as the relevant Sub-Funds, to access the China stock market directly. The Stock Connect is premised on the functioning of the operational systems of the relevant market participants. Market participants are able to participate in this program subject to meeting certain information technology capability, risk management and other requirements as may be specified by the relevant exchange and/or clearing house.

It should be appreciated that the securities regimes and legal systems of the two markets differ significantly and in order for the trial program to operate, market participants may need to address issues arising from the differences on an on-going basis.

Further, the "connectivity" in the Stock Connect program requires routing of orders across the border. This requires the development of new information technology systems on the part of the SEHK and exchange participants (i.e. a new order routing system ("China Stock Connect System") set up by SEHK to which exchange participants need to connect). There is no assurance that the systems of the SEHK and market participants will function properly or will

continue to be adapted to changes and developments in both Hong Kong and Shanghai or Shenzhen (as the case may be) markets. In the event that the relevant systems failed to function properly, trading in both Hong Kong and Shanghai or Shenzhen (as the case may be) markets through the program could be disrupted. The relevant Sub-Funds' ability to access the China A-Share market (and hence to pursue their investment strategy) will be adversely affected.

#### *Nominee arrangements in holding China A-Shares*

HKSCC is the "nominee holder" of China A-Shares acquired by overseas investors (including the relevant Sub-Fund(s)) through the Stock Connect. The CSRC Stock Connect rules expressly provide that investors such as the relevant Sub-Funds enjoy the rights and benefits of the China A-Shares acquired through the Stock Connect in accordance with applicable laws. Therefore, based on such provision, it is the Hong Kong and overseas investors such as the relevant Sub-Funds as the ultimate investors who would be recognised under the laws and regulations of the People's Republic of China as having beneficial ownership in China A-Shares. CCASS Rule 824 confirms that all proprietary interests in respect of China A-Shares held by HKSCC as nominee holder belong to CCASS Participants or their clients (as the case may be). Also as set out in CCASS Rule 824, HKSCC is prepared to provide assistance to the beneficial owners of China A-Shares, where necessary, to provide certification to ChinaClear for the purpose of providing evidential proof of the CCASS participant's or its client's holding in China A-Shares; and to assist the CCASS participant or its client bringing the legal action in the PRC in the manner as may be required under PRC law, after having regard to its statutory duties and subject to such conditions as HKSCC may reasonably require (including payment of fees and costs upfront and indemnities to the satisfaction of HKSCC).

Although the relevant CSRC regulations and ChinaClear rules generally provide for the concept of a "nominee holder" and recognise the Hong Kong and overseas investors (including the relevant Sub-Funds) as the ultimate owners who would be recognised under the laws and regulations of the PRC as having beneficial ownership in the China A-Shares traded via the Stock Connect, how an investor such as the relevant Sub-Fund, as the beneficial owner of the China A-Shares, under the Stock Connect structure, exercises and enforces its rights over the China A-Shares in the PRC courts are to be tested.

#### *Recalling of eligible stocks*

When a stock is recalled from the scope of eligible stocks for trading via the Stock Connect, the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the relevant Sub-Funds, for example, if the Investment Manager wishes to purchase a stock which is recalled from the scope of eligible stocks.

#### *Investor compensation*

The relevant Sub-Funds are carrying out Northbound trading through securities brokers in Hong Kong but not mainland China brokers, therefore they are not protected by the China Securities Investor Protection Fund in mainland China.

#### *Trading costs*

In addition to paying trading fees and stamp duties in connection with China A-Share trading, the relevant Sub-Funds may be subject to new portfolio fees arising from stock transfers which are yet to be determined by the relevant authorities.

#### *Mainland China tax consideration*

The Manager and/or Investment Manager reserve the right to provide for tax on gains of the relevant Sub-Fund that invests in mainland China securities thus impacting the valuation of the relevant Sub-Funds. With the uncertainty of whether and how certain gains on mainland China securities are to be taxed, the possibility of the laws, regulations and practice in mainland China changing, and the possibility of taxes being applied retrospectively, any provision for taxation made by the Manager and/or the Investment Manager may be excessive or inadequate to meet final mainland China tax liabilities on gains derived from the disposal of mainland China securities. Consequently, investors may be advantaged or disadvantaged depending upon the final outcome of how such gains will be taxed, the level of provision and when they purchased and/or sold their shares in/from the relevant Sub-Fund.

On 14 November 2014, the Ministry of Finance, State of Administration of Taxation and CSRC jointly issued a notice in relation to the taxation rule on the Stock Connect under Caishui [2014] No.81 ("Notice No.81"). Under Notice No.81, Corporate income tax, individual income tax and business tax will be temporarily exempted on gains derived by Hong Kong and overseas investors (such as the Sub-Funds) on the trading of China A-Shares through the Stock Connect with effect from 17 November 2014. However, Hong Kong and overseas investors (such as the Sub-Funds) are required to pay tax on dividends and/or bonus shares at the rate of 10% which will be withheld and paid to the relevant authority by the listed companies.

#### *Regulatory risk*

The CSRC Stock Connect rules are departmental regulations having legal effect in mainland China. However, the application of such rules is untested, and there is no assurance that mainland China courts will recognise such rules, e.g. in liquidation proceedings of mainland China companies.

The Stock Connect is novel in nature, and is subject to regulations promulgated by regulatory authorities and

implementation rules made by the stock exchanges in mainland China and Hong Kong. Further, new regulations may be promulgated from time to time by the regulators in connection with operations and cross-border legal enforcement in connection with cross-border trades under the Stock Connect.

The regulations are untested so far and there is no certainty as to how they will be applied. Moreover, the current regulations are subject to change. There can be no assurance that the Stock Connect will not be abolished. The relevant Sub-Funds which may invest in the mainland China markets through Stock Connect may be adversely affected as a result of such changes.

#### *Liquidity and Counterparty Risk*

Under the prevailing rules and regulations in mainland China, only certain qualifying foreign institutions that have been approved QFIs may invest directly in permissible financial instruments as specified in relevant PRC laws and regulations as may be promulgated and/or amended from time to time (collectively referred to as “Chinese Securities”) through the status which have been granted by the relevant Chinese authorities. The Sub-Fund will not satisfy the criteria to qualify as a QFI itself. In the event that Manager decides that it is desirable to gain exposure to the A share market, the Sub-Fund will invest indirectly in the “A” shares via certain equity-related securities such as A-share Access Products issued by QFIs.

A-share Access Products are designed to mirror the returns on the underlying “A” shares. A-share Access Products are generally subject to the terms and conditions which reflect the underlying QFI regulations and may also be subject to the terms and conditions imposed by the issuers. These terms may lead to delays in implementing the Manager's investment strategy due to the restrictions they may place on the issuer acquiring or disposing of the securities underlying the A-share Access Products or on the implementation of realisations and payment of realisation proceeds to the Sub-Fund.

Certain equity-related securities giving indirect access to the A share market (such as A-share Access Products) can be illiquid as there may be no active market in such securities. In the case of a default, the Sub-Fund could become subject to adverse market movements while replacement transactions are executed. In addition, there is a risk that the issuer will not settle a transaction due to a credit or liquidity problem, thus causing the Sub-Fund to suffer a loss.

The Sub-Fund's counterparty risk will be with different third parties which have already obtained QFI status.

#### *Other Market Risks*

The overall economic conditions in the PRC may have a significant impact on the Sub-Fund's financial performance. Economic developments in the PRC

follow patterns different from those in Hong Kong and other developed countries as a result of differences in various economic aspects including economic structure, living standard, growth rate, level of government intervention in the economy, allocation of resources and rate of inflation. Further, the interpretation or application of current laws or regulations in the PRC may have adverse effects on the Sub-Fund's investments. The level of liquidity in the PRC securities markets is low and is relatively small in terms of the combined total market value. This may lead to severe price volatility.

The Sub-Fund's ability to invest and the exposure of the Sub-Fund to “A” shares through equity-related securities (such as A-share Access Products) may be adversely affected by restrictions to which the QFI is subject. A QFI's conduct of trading activities is from time to time subject to risk of suspension by the relevant Chinese authorities. QFIs are subject to investments limits and restrictions, and the breach of certain limits will result in a QFI being required to sell down its holding to meet the relevant limits which may in turn affect investments of the Sub-Fund.

QFI regulations on investments apply to the status granted to a QFI as a whole and not simply to the investments made by the Sub-Fund. Thus, investors should be aware that violations of the QFI regulations on investments arising out of activities relating to the QFI's status other than the investment made by the Sub-Fund could result in the revocation of or other regulatory action in respect of the QFI's status as a whole, which may impact the investments by the Sub-Fund. The QFI rules and/or the interpretation thereof by the Chinese authority may be varied in the future. There can be no assurance that any revisions to the QFI rules and/or the change to the interpretation of the QFI rules by the Chinese authority will not prejudice the QFIs or equity-related securities giving indirect access to the A share market.

#### *Political and Economic Considerations Risk*

Historically, the economy of the PRC was centrally planned and the PRC government was responsible for formulating annual and five-year plans for the whole country which set certain economic targets. Since 1978, the PRC government has adopted various policies which have led to increased economic growth and social progress in the PRC. Many of these policies are unprecedented or experimental and are expected to be refined and adjusted from time to time. Other political, economic and social considerations may also lead to further changes to such policies. Although the Directors believe that the refinement or adjustment of such policies will be beneficial to the investments of the Sub-Fund in the PRC, there is no assurance that such refinement or adjustment process will always have a positive impact on the Sub-Fund's investments. The Sub-Fund's investments in companies doing business in the PRC may also be adversely affected by changes in the political, economic and social conditions in the PRC and also by changes in the



policies of the PRC government such as changes in the laws and regulations (or the interpretation thereof), the introduction of measures to control inflation, the imposition of taxes, levies and fees, and the imposition of restrictions on currency conversion and remittances abroad.

#### *Risks associated with Bond Connect*

Bond Connect is a mutual bond market access between Hong Kong and mainland China established by China Foreign Exchange Trade System & National Interbank Funding Centre, China Central Depository & Clearing Co., Ltd, Shanghai Clearing House (together, the “Mainland Financial Infrastructure Institutions”), and Hong Kong Exchanges and Clearing Limited and Central Moneymarkets Unit (together, the “Hong Kong Financial Infrastructure Institutions”). China bond market primarily consists of China Interbank Bond Market (“CIBM”). Under the Northbound Bond Trading, eligible foreign investors will be allowed to invest in the CIBM through Bond Connect. Northbound Bond Trading will follow the current policy framework for overseas participation in the CIBM. There will be no investment quota for Northbound Bond Trading.

Under the prevailing regulations in mainland China, eligible foreign investors who wish to invest in the CIBM via Bond Connect may do so via an offshore custody agent approved by the Hong Kong Monetary Authority, who will be responsible for the account opening with the relevant onshore custody agent approved by PBOC.

Market volatility and potential lack of liquidity due to low trading volume of certain debt securities in the CIBM may result in prices of certain debt securities traded on such market fluctuating significantly. The relevant Sub-Funds investing in such market are therefore subject to liquidity and volatility risks. The bid and offer spreads of the prices of such securities may be large, and the relevant Sub-Funds may therefore incur significant trading and realisation costs and may even suffer losses when selling such investments.

To the extent that the relevant Sub-Funds transacts in the CIBM, the relevant Sub-Funds may also be exposed to risks associated with settlement procedures and default of counterparties. The counterparty which has entered into a transaction with the relevant Sub-Funds may default in its obligation to settle the transaction by delivery of the relevant security or by payment for value.

Since the account opening for investment in the CIBM market via Bond Connect has to be carried out via an offshore custody agent, the relevant Sub-Funds are subject to the risks of default or errors on the part of the offshore custody agent.

Bond Connect is a programme novel in nature and will be subject to regulatory risks. The relevant rules and regulations on investment via Bond Connect is subject to change which may have potential retrospective

effect. In the event that the relevant Chinese authorities suspend account opening or trading via Bond Connect, the relevant Sub-Funds’ ability to invest in CIBM will be limited and, may have an adverse effect on the relevant Sub-Funds’ performance as the relevant Sub-Funds may be required to dispose of its CIBM holdings. The relevant Sub-Funds may also suffer substantial losses as a result.

#### *Tax risks associated with Bond Connect*

There is no specific written guidance by the mainland China tax authorities on the treatment of income tax and other tax categories payable in respect of trading in CIBM by eligible foreign institutional investors via Bond Connect. Hence, it is uncertain as to the relevant Sub-Funds’ tax liabilities for trading in CIBM via Bond Connect.

#### *Risks associated with the ChiNext market*

Relevant Sub-Funds may invest in the ChiNext market of the SZSE via the Shenzhen-Hong Kong Stock Connect. Investments in the ChiNext market may result in significant losses for these Sub-Funds and their investors. The following additional risks apply:

- *Higher fluctuation on stock prices*

Listed companies on the ChiNext market are usually of emerging nature with smaller operating scale. Listed companies on ChiNext market are subject to wider price fluctuation limits, and due to higher entry thresholds for investors may have limited liquidity, compared to other boards. Hence, they are subject to higher fluctuation in stock prices and liquidity risks and have higher risks and turnover ratios than companies listed on the main board of the SZSE.

- *Over-valuation risks*

Stock listed on the ChiNext market may be overvalued and such exceptionally high valuation may not be sustainable. Stock price may be more susceptible to manipulation due to fewer circulating shares.

- *Differences in regulations*

The rules and regulations regarding companies listed on the ChiNext market are less stringent in terms of profitability and share capital than those in the main board.

- *Delisting risk*

It may be more common and faster for companies listed on the ChiNext market to delist. The ChiNext market may have stricter criteria for delisting compared to the main board. This may have an adverse impact on the relevant Sub-Funds if the companies that these Sub-Funds invest in are delisted.

#### **Risks associated with QFI scheme (the “QFI Risks”)**

### *QFI Risk*

QFI Risk arises from the fact that the application and interpretation of the QFI related investment regulations are relatively untested. There is no certainty as to how they will be applied as the PRC authorities and regulators have been given wide discretion in such investment regulations and there is no precedent or certainty as to how such discretion may be exercised now or in the future. The applicable laws, rules and regulations on QFI are subject to change and such change may have potential retrospective effects.

### *QFI Investment Restrictions Risk*

Although the QFI does not anticipate that QFI investment restrictions will impact on the ability of the Sub-Fund to achieve its investment objectives, Unitholders should note that the relevant PRC laws and regulations may limit the ability of a QFI to acquire China A-Shares in certain PRC issuers from time to time. In such an event, the QFI will be required to dispose of the China A-Shares in order to comply with the relevant requirements. Such disposal will affect the capacity of the relevant Sub-Fund in making investments in China A-Shares through the QFI.

### *Suspensions, Limits and other Disruptions affecting Trading of China A-Shares*

Liquidity for China A-Shares will be impacted by any temporary or permanent suspensions of particular stocks imposed from time to time by the Shanghai and/or Shenzhen stock exchanges or pursuant to any regulatory or governmental intervention with respect to particular investments or the markets generally. Any such suspension or corporate action may make it impossible for the relevant Sub-Fund to acquire or liquidate positions in the relevant stocks as part of the general management and periodic adjustment of the Sub-Fund's investments through the QFI or to meet redemption requests. Such circumstances may also make it difficult for the Net Asset Value of the Sub-Fund to be determined and may expose the Sub-Fund to losses. In order to mitigate the effects of extreme volatility in the market price of China A-Shares, the Shanghai and Shenzhen stock exchanges currently limit the amount of fluctuation permitted in the prices of China A-Shares during a single trading day. The daily limit governs only price movements and does not restrict trading within the relevant limit. However, the limit does not limit potential losses because the limit may work to prevent a liquidation of any relevant securities at the fair or probable realisation value for such securities which means that the relevant Sub-Fund may be unable to dispose of unfavourable positions. There can be no assurance that a liquid market on an exchange would exist for any particular China A-Share or for any particular time.

### *Counterparty Risk to the QFI custodian and other depositaries for PRC assets*

Any assets acquired through the QFI scheme will be maintained by the QFI custodian, in accordance with market practice. Whilst the assets held are segregated and held separately from the assets of the QFI and belong solely to the relevant Sub-Fund, it is possible that the judicial and regulatory authorities in the PRC may interpret this position differently in the future. The Sub-Fund may also incur losses due to the acts or omissions of the QFI custodian in the execution or settlement of any transaction or in the transfer of any funds or securities. The Sub-Fund may face difficulties and/or encounter delays in recovering such debt, or may not be able to recover it in full or at all, in which case the Sub-Fund will lose some or all of its assets.

### *Counterparty Risk to PRC broker(s)*

The QFI selects brokers in the PRC ("PRC Broker(s)") to execute transactions for the Sub-Fund in markets in the PRC. There is a possibility that the QFI may only appoint one PRC Broker for each of the SZSE and the SSE, which may be the same broker. As a matter of practice, it is likely that only one PRC Broker will be appointed in respect of each stock exchange in the PRC as a result of the requirement in the PRC that securities are sold through the same PRC Broker through which they were originally purchased. If, for any reason, the QFI is unable to use the relevant broker in the PRC, the operation of the Sub-Fund may be adversely affected. The Sub-Fund may also incur losses due to the acts or omissions of any of the PRC Broker(s) in the execution or settlement of any transaction or in the transfer of any funds or securities. However, the QFI shall, in the selection of PRC Brokers, have regard to factors such as the competitiveness of commission rates, size of the relevant orders and execution standards. There is a risk that the relevant Sub-Fund may suffer losses from the default, insolvency or disqualification of a PRC Broker. In such event, the Sub-Fund may be adversely affected in the execution of transactions through such PRC Broker. As a result, the Net Asset Value of the Sub-Fund may also be adversely affected. To mitigate the exposure to the PRC Broker(s), the QFI employs specific procedures to ensure that each PRC Broker selected is a reputable institution and that the credit risk is acceptable to the Sub-Fund.

### *Remittance and Repatriation*

Remittances and repatriations by QFIs are currently not subject to repatriation restrictions, any lock-up period or prior regulatory approval; although the remittances and repatriations are subject to foreign exchange controls and authenticity and compliance reviews will be conducted, and monthly reports on remittances and repatriations will be submitted to SAFE by the QFI custodian. However, there is no assurance that PRC rules and regulations will not change or that repatriation restrictions will not be imposed in the future. Further, such changes to the

PRC rules and regulations may be applied retroactively. Any restrictions on repatriation imposed in respect of the relevant QFI Access Sub-Fund's cash may have an adverse effect on the Sub-Fund's ability to meet redemption requests. Furthermore, as the QFI custodian's review on authenticity and compliance is conducted on each repatriation, the repatriation may be delayed or even rejected by the QFI custodian in case of non-compliance with the QFI rules and regulations. In such case, it is expected that redemption proceeds will be paid to the redeeming Unitholders as soon as practicable and after the completion of the repatriation of funds concerned. The actual time required for the completion of the relevant repatriation will be beyond the QFI's control.

### **Specific Sub-Fund Risks**

#### **PineBridge Asia Dynamic Asset Allocation Fund, PineBridge Global Dynamic Asset Allocation Fund and PineBridge Global Strategic Income Fund**

##### *Collective Investment Schemes Risk*

Underlying funds invested in by the Sub-Funds ("Underlying Funds") may have different settlement cycles than that of the Sub-Funds. Thus, there may be mismatch between the two settlement cycles causing the Sub-Funds, to use borrowing on a temporary basis to meet such obligations. This may result in charges being incurred by the Sub-Funds. Any such borrowing will comply with the UCITS guidelines. Further, each Underlying Fund may not be valued at the same time or on the same day as the Sub-Funds and accordingly the net asset value of such Underlying Fund used in the calculation of the Net Asset Value of the Sub-Funds will be the latest available net asset value of such Underlying Fund (further details on the calculation of Net Asset Value of the Sub-Funds are set out under the heading "Calculation of Net Asset Value of the Units").

At various times, the markets for securities purchased or sold by the Underlying Funds may be "thin" or illiquid, making purchases or sales at desired prices or in desired quantities difficult or impossible. This may indirectly affect the Net Asset Value of the Sub-Funds.

The Underlying Funds selected by the Investment Managers may leverage and use FDI extensively, which will in turn expose the Sub-Fund indirectly to risks associated with FDI and thus, increasing the risk of loss to the Sub-Fund. This includes the use of borrowed funds and investments in options, such as puts and calls, regulated futures contracts and warrants. Also, they may engage in short sales. While such strategies and techniques increase the opportunity to achieve higher returns on the amounts invested, they also increase the risk of loss. The level of interest rates generally, and the rates at which such funds may be borrowed in particular, could affect the operating results of the Sub-Funds.

To the extent the Sub-Funds are invested in Collective Investment Schemes, the success of the Sub-Funds shall depend upon the ability of the Underlying Funds to develop and implement investment strategies that achieve the relevant Sub-Fund's investment objective. Subjective decisions made by the Underlying Funds may cause the Sub-Funds to incur losses or to miss profit opportunities on which they could otherwise have capitalised. In addition, the overall performance of the Sub-Funds will be dependent not only on the investment performance of the Underlying Funds, but also on the ability of the Investment Managers to select and allocate the relevant Sub-Fund's assets among such Underlying Funds effectively on an ongoing basis. There can be no assurance that the allocations made by the Investment Manager will prove as successful as other allocations that might otherwise have been made, or as adopting a static approach in which Underlying Funds are not changed.

The Sub-Funds investing in Collective Investment Schemes will be subject to the risks associated with the Underlying Funds. The Sub-Funds do not have control of the investments of the Underlying Funds and there is no assurance that the investment objective and strategy of the Underlying Funds will be successfully achieved which may have a negative impact to the Net Asset Value of the Sub-Fund.

The Underlying Funds may not be regulated. There may be additional costs involved when investing into these Underlying Funds. There is also no guarantee that the Underlying Funds will always have sufficient liquidity to meet the investors' redemption requests.

##### *Asset Allocation Risk*

The performance of the Sub-Funds is partially dependent on the success of the asset allocation strategy employed by the Sub-Funds. There is no assurance that the strategy employed by the Sub-Funds will be successful and therefore the investment objective of the Sub-Funds may not be achieved. In addition, an asset allocation strategy may be periodically rebalanced and therefore incur greater transaction costs than a Sub-Fund with static allocations.

#### **PineBridge Asia Dynamic Asset Allocation Fund and PineBridge China A-Shares Quantitative Fund**

##### *Country Concentration Risk*

An investment strategy with a higher geographic concentration may be subject to a greater degree of volatility and risk and may be more susceptible to adverse economic, political, policy, foreign exchange, liquidity, tax, legal or regulatory event affecting a particular region that the Sub-Fund concentrates in, than a portfolio which is diversified across different geographic regions.

## PineBridge India Equity Fund

### *Indian Exchange Control (regarding PineBridge Investments GF Mauritius Limited) Risk*

The operation of the PineBridge Investments GF Mauritius Limited (the "Mauritian Subsidiary") bank account in India is subject to regulation by the Reserve Bank of India under India's Foreign Exchange Regulations. The Indian sub-custodian acting also as the remitting banker will be authorised to convert currency and repatriate capital and income on behalf of the Mauritian Subsidiary. There can be no assurance that the Indian Government would not, in future, impose certain restrictions on foreign exchange.

### *Indian Taxation regarding the Mauritian Subsidiary Risk*

The Mauritian Subsidiary applied for a certificate of Mauritian Tax Residency from the Mauritius Revenue Authority. The Mauritian Subsidiary will hold a Category 1 Global Business Licence for the purposes of the Financial Services Act 2007 and will therefore be regulated by the Mauritius Financial Services Commission.

As a Mauritian tax resident, the Mauritian Subsidiary is liable to tax under the Income Tax Act 1995, at a rate of 15%. However, the Mauritian Subsidiary will be entitled to a credit for foreign tax on its income, which is not derived from Mauritius against the Mauritius tax computed by reference to that same income. If no written evidence is presented to the Mauritius Revenue Authority showing the amount of foreign tax charged on income derived by the Mauritian Subsidiary outside of Mauritius, the amount of foreign tax shall be conclusively presumed to be equal to 80% of the Mauritius tax chargeable with respect to that income, which would reduce the rate of tax effectively to 3%. If the foreign tax is at a rate greater than 12% the effective rate of tax may be reduced further in certain circumstances. In addition, capital gains tax on the sale of securities held by the Mauritian Subsidiary is exempt from tax in Mauritius.

Investors should note that the Mauritian Subsidiary relies upon the provisions of the India/Mauritius Double Tax Avoidance Treaty (the "Treaty") to minimise, so far as possible, the taxation of the Mauritian Subsidiary. No assurance can be given that the terms of the Treaty will not be subject to re-negotiation or re-interpretation in the future and any change could have a material adverse effect on the returns of the Mauritian Subsidiary. There can therefore be no assurance that the Treaty will continue to be in full force and effect and of benefit to the Company during the life of the Mauritian Subsidiary.

On 10 May 2016, the governments of Mauritius and the Republic of India signed a protocol for amendment of the Treaty ("the Protocol"). Under the Protocol, taxation benefits previously available to the Mauritian Subsidiary will be substantially reduced or fully

eliminated with effect from 1 April 2017. Accordingly, net gain derived from Indian equity shares that are acquired from 1 April 2017 and held for a period of less than 12 months will be subject to domestic capital gain tax. Indian equity shares that are acquired from 1 April 2017 and held for a period of more than 12 months will continue to be exempt under domestic tax rules. Since 1 April 2017, all purchases in India by the PineBridge India Equity Fund have been made and will continue to be made directly, without involvement of the Mauritian Subsidiary. Some legacy positions previously purchased via the Mauritian Subsidiary remain as PineBridge India Equity Fund holdings but will be gradually reduced over time and sold as circumstances allow and always in the best interests of unitholders.

To the extent that the Mauritian Subsidiary pays dividends to its shareholders, no withholding tax shall be levied under current Mauritian law. Such dividends received by the Manager on behalf of the Sub-Fund shall not therefore be subject to Mauritius tax. Please refer to the section entitled "Taxation" in the main body of this Prospectus for an outline of the tax treatment of investors into the Fund.

### **Specific Risks relating to Sub-Funds registered in Hong Kong and Singapore**

In addition to the risks set out in the relevant section of each Sub-Fund's Supplement, investors in these jurisdictions shall also consider the following risks:

- (i) Investment Loss Risk for all Sub-Funds registered in Hong Kong and Singapore;
- (ii) Capital Growth Risks for all Sub-Funds registered in Hong Kong and Singapore, where relevant;
- (iii) Euro and Eurozone Risk for PineBridge Europe Research Enhanced Equity Fund, PineBridge Europe Small Cap Equity Fund, and PineBridge Global Bond Fund;
- (iv) Contract for Difference Risk for PineBridge Latin America Equity Fund;
- (v) ETF and CIS Investment Risk for PineBridge Global Emerging Markets Bond Fund;
- (vi) Convertible Bonds Risk for PineBridge Global Strategic Income Fund; and
- (vii) Sovereign Debt Risk for PineBridge Asia Dynamic Asset Allocation Fund and PineBridge Global Dynamic Asset Allocation Fund.

## OPERATION OF THE FUND

### Units

The Units issued by each Sub-Fund are generally transferable subject to the approval of the Manager or its delegates and in accordance with the provisions of this Prospectus. While Units will generally not be issued or transferred to any US Person, the Directors may, with the advice of counsel, approve the sale or transfer of Units to one or more US Persons in circumstances in which it is reasonably concluded that such sale would not have adverse consequences to the Fund or its Sub-Funds.

The Units, which are of no par value and which must be fully paid for upon issue, carry no preferential or pre-emptive rights.

Where subscription monies will not purchase an exact number of Units, a fraction of a Unit may be issued. Fractions of Units will carry no voting rights.

### Unit Classes

The Directors have power to classify the Units in each Sub-Fund and to differentiate between such Classes as they deem appropriate. A general overview of available classes of Units is shown in the Prospectus Unit Description Table in this section and each Supplement details the Classes available for each Sub-Fund. Details of all available Unit classes can be found on the website [www.pinebridge.com](http://www.pinebridge.com), at the registered office of the Manager, at the registered office of the Administrator and Transfer Agent and at such other sources as the Directors may deem appropriate. All Classes of Units which have not already been issued may be offered to the investors during the initial offer period as disclosed in the Prospectus Unit Description Table below. Thereafter, Units shall be issued at the Net Asset Value per Unit of the relevant Class.

The Manager may establish new Classes of Units at its discretion provided such new Classes of Units are notified to and cleared in advance with the Central Bank or are otherwise created in accordance with the requirements of the Central Bank.

Classes of Units can be differentiated on the basis of currency, distribution policies and/or charging structures. The gains/losses on and costs of currency hedging transactions, interest rate hedging transactions and/or any other Class-specific derivative transactions (undertaken in accordance with the requirements of the Central Bank) may also be allocated to the relevant Class rather than to the Sub-Fund as a whole. Otherwise, all Units of each Class within each Sub-Fund will rank *pari passu*.

Where a Sub-Fund is currently operational and the Manager wishes to offer Units in a Class of the relevant Sub-Fund from which all issued Units have previously been redeemed, the initial offer price per Unit of such

Class, and the initial offer period of such Class shall, at the discretion of the Manager, or its delegate, be the initial offer price and the initial offer period as disclosed in the Prospectus Unit Description Table below.

In the case of Classes of Units that are denominated in a currency other than the Base Currency and are identified as unhedged ("Unhedged Unit Classes"), a currency conversion will take place on subscription, redemption, switching and distributions at prevailing market exchange rates.

Unhedged Unit Classes will be subject to exchange rate risk in relation to the Base Currency. Neither the Investment Manager nor a delegate of the Manager will employ any hedging techniques at the unit class level to hedge against exchange rate fluctuation risks between the Unit Class currency and the Base Currency or between the Unit Class currency and the currency exposure due to investing in assets denominated in a currency other than the Base Currency.

### Unit Class Hedging

A Class of Unit of a Sub-Fund designated in a currency other than the Base Currency may be hedged against exchange rate fluctuation risks between the designated currency of the Class of Unit and the Base Currency in which the assets of the relevant Sub-Fund are designated. In addition, the Manager may issue "HL" Unit Classes. Such Classes of Units, whether designated in the Base Currency or another currency, may be hedged against exchange rate fluctuation risks between the designated currency of the Class of Unit and currency exposure at the Sub-Fund level due to investing in assets denominated in a currency other than the Base Currency.

The relevant Investment Manager or delegate of the Manager may attempt to mitigate the risk of depreciation by using FDI, including currency options and forward currency exchange contracts as set out, and within the conditions and limits imposed, by the Central Bank.

It is not intended that a Class of Unit in a Sub-Fund will be leveraged as a result of the use of such techniques and instruments. However, where relevant the Investment Manager or delegate of the Manager seeks to hedge against currency fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the relevant Investment Manager or delegate of the Manager. Over-hedged positions will not exceed 105% of the Net Asset Value and hedged positions will be kept under review to ensure that positions in excess of 95% of Net Asset Value will not be carried forward from month to month.

Hedging transactions are intended to minimise the risk of loss due to a decline in the value of hedged Class relative to the Base Currency and/or currencies in which the assets of the relevant Sub-Fund are

denominated. Transactions relating to Unit Class hedging will be clearly attributable to the specific Unit Class. The costs and gains/losses of the hedging transactions will accrue solely to the relevant Unit Class.

To the extent the hedging transactions are successful, Unitholders in the hedged Class of Unit will not be affected or benefit if the value of the hedged Class rises or falls against the Base Currency and/or currencies in which the assets of the relevant Sub-Fund are denominated.

Unitholders of hedged Classes of Units may be exposed to fluctuations in the Net Asset Value per Unit reflecting the gains/losses on and the costs of the relevant financial instruments used for the hedging. The periodic reports will indicate how hedging transactions have been utilised.

As hedging strategies may be used in relation to each Class of Unit within each Sub-Fund, the financial instruments used to implement such strategies shall be assets/liabilities of each Sub-Fund as a whole. However the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class of Unit of each Sub-Fund. Any currency exposure of a Class of Unit may not be combined with or offset with that of any other Class of Unit of each Sub-Fund. The currency exposures of the assets of a Sub-Fund will not be allocated to separate Classes of Units.

Please see the section on “Renminbi Unit Class Risk” above for further information on the particular risks associated with RMB denominated hedged unit classes.

### **Subscription and Holding Information**

Details of the Minimum Initial Subscription, Minimum Holding, Minimum Subsequent Subscription and Minimum Redemption amounts applicable to each Class of Unit are set out in the Prospectus Unit Description Table in this section, unless otherwise disclosed in the relevant Supplement.

The Manager, in consultation with the Administrator and Transfer Agent, reserves the right from time to time to waive any requirements relating to the Minimum Initial Subscription, the Minimum Holding, the Minimum Subsequent Subscription and the Minimum Redemption amounts as and when it determines at its reasonable discretion.

## Unitclass Descriptions

### Prospectus Unit Description Table – Key Information

Please read in conjunction with the relevant Supplement Unit Description Table and the section on Application for Units

Key Information	Class A	Class C	Class J	Class L	Class M	Class R	Class SR	Class W	Class X	Class Y	Class YY	Class Z
Dealing Frequency (unless otherwise indicated in the relevant Supplement) & Deadline	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time	Daily, 12.00 noon Irish Time
Subscription Settlement	T+3	T+3	T+3	T+3	T+3	T+3	T+3	T+3	T+3	T+3	T+3	T+3
Redemption Settlement	T+5 for PineBridge Asia ex Japan Equity Fund, PineBridge Asia ex Japan Small Cap Equity Fund, PineBridge India Equity Fund and PineBridge Japan Small Cap Equity Fund T+3 for all other Sub-Funds. In exceptional circumstances and if stated in the relevant Supplement, with a view to protecting the interests of the Unitholders, the Manager reserves the right to extend the redemption settlement period to up to ten Business Days following the relevant Dealing Day.											
Minimum Initial Subscription & Minimum Holding in class currency	AUD 1,000 CAD 1,000 CHF 1,000 EUR 1,000 GBP 1,000 HKD 10,000 ILS 4,000 JPY 125,000 NOK 10,000 RMB 6,000 SEK 10,000 SGD 1,000 THB 40,000 USD 1,000 ZAR 10,000	EUR 1,000  GBP 1,000  JPY 125,000  USD 1,000	USD 1million  JPY 125 million  Unit class JD at USD 10million  Unit Classes J3H & J3HD at JPY 100 million	None	USD 1,000	EUR 1,000  GBP 1,000  USD 1,000  SEK 10,000	EUR 20 million  GBP 20 million  USD 20 million	AUD 100,000 CAD 100,000 CHF 100,000 EUR 100,000 GBP 100,000 HKD 1 million ILS 400,000 JPY 12.5 million NOK 1 million RMB 600,000 SEK 1 million SGD 100,000 USD 100,000 ZAR 1 million	EUR 10million  GBP 10million  JPY 125million  USD 10million  CHF 10million	AUD 1million CAD 1million CHF 1million EUR 1million GBP 1million HKD 10million ILS 4million JPY 125million NOK 10 million RMB 6million SEK 10million SGD 1million USD 1million ZAR 10million	AUD 25million CAD 25million CHF 25million EUR 25million GBP 25million HKD 250million ILS 100million JPY 2.5billion NOK 250million RMB 150million SEK 250million SGD 25million USD 25million ZAR 250million	USD 25million  JPY 1billion  AUD 25million  SGD 25million
Minimum Subsequent Subscription & Minimum Redemption Amounts in class currency	AUD 250 CAD 250 CHF 250 EUR 250 GBP 250 HKD 1,000 ILS 1,000 JPY 30,000 NOK 2,500 RMB 1,500 SEK 2,500 SGD 250 THB 10,000 USD 250 ZAR 2,500	EUR 250  GBP 250  JPY 30,000  USD 250	None  Unit Class J, JD & JDC at USD 100,000	None	USD 250	EUR 250  GBP 250  USD 250  SEK 2,500	EUR 1,000  GBP 1,000  USD 1,000	None	None	None  Unit Class YJ at JPY 12,500,000	None	None
Sales Charge	Up to 5%	None	None	None	Up to 5%	None	None	None	None	None	None	None
Redemption and Switching Charge	Up to 3%	None	None	None	Up to 3%	None	None	None	None	None	None	None

Units in the Fund are divided into Class A, Class C, Class J, Class L, Class M, Class R, Class SR, Class W, Class X, Class Y, Class YY and Class Z. Within each Class of Units, the Fund may issue either Distributing Units (Units which distribute and are denoted by a "D" or a "DC") or Accumulating Units (Units which accumulate net income). Please refer to section "DISTRIBUTIONS" for further information. The Unit Classes may also be in various currencies (as denoted by a number 1 to 14 in the 'Initial Offer Price Table' below) and may be hedged (denoted by the letter "H") or unhedged. Confirmation of whether the Class of Units has launched and its date of launch are available from the Manager and/or the Administrative and Transfer Agent upon request.

#### Initial Offer Price Table

The Initial Offer Price for any new Class of Units in the Fund shall be the following, dependant on the denomination of the Unit Class (exclusive of any charges), unless otherwise disclosed in the relevant Supplement:

	A, C, M, R, SR, W	J, L	X	Y, YY	Z
USD	12.5	100	1000	100	1000
EUR (1)	12.5		1000	100	
GBP (2)	12.5		1000	100	
JPY (3)	1,500		15,000	1,500	150,000
HKD (4)	12.5			100	
SGD (5)	12.5			100	12.5
AUD (6)	12.5			100	1000
CHF (7)	12.5			100	
CAD (8)	12.5			100	
ZAR (9)	125			125	
THB (10)	500				
RMB (11)	100			1000	
SEK (12)	125			1000	
NOK (13)	125			1000	
ILS (14)	50			400	

AUD denotes Australian dollar, CAD denotes Canadian dollar, CHF denotes Swiss Franc, EUR denotes the Euro, GBP denotes the Great British Pound, HKD denotes Hong Kong Dollar, ILS denotes Israeli Shekel, JPY denotes Japanese Yen, NOK denotes Norwegian Kroner, RMB denotes Chinese Renminbi, SEK denotes Swedish Krona, SGD denotes Singapore Dollar, THB denotes Thai Baht, USD denotes United States Dollar, ZAR denotes South African Rand.

#### New Sub-Funds or Unit Classes

The Directors may create new Sub-Funds or issue further Unit Classes. The Prospectus will be supplemented to refer to these new Sub-Funds or Classes.

Details of all available Unit classes can be found on the website [www.pinebridge.com](http://www.pinebridge.com), at the registered office of the Manager, at the registered office of the Administrator and Transfer Agent and at such other sources as the Directors may deem appropriate.

#### Classes and Form of Units

Units in the Funds are divided into Class A, Class C, Class J, Class L, Class M, Class R, Class SR, Class W,

Class X, Class Y, Class YY and Class Z, representing the different charging structure. Units are further divided into Distributing and Accumulating Unit classes. Accumulating Classes do not pay dividends, whereas Distributing Classes pay dividends. See section "Distributions" for further information.

The Manager may at its discretion waive sales, switching and redemption charges or differentiate between investors as to the amount of such charge within the permitted limits. A sales charge not exceeding 5% of the Net Asset Value per Unit may be charged for each Class of Unit in a Sub-Fund by the Manager or its delegate for the Classes noted above. A redemption charge and switching charge not exceeding 3% of the Net Asset Value per Unit may be charged for each Class of Unit in a Sub-Fund by the Manager or its delegate for the Classes noted above.



The initial offer period for any unlaunched Classes of Units shall commence on 26 April 2023 and will close on 25 October 2023 at 12.00 noon (Irish time) or on the initial issue of Units in a Class, if earlier. During the initial offer period, Units will be offered at the initial offer price as disclosed in the Initial Offer Price Table above. After their initial issue, Units shall be issued on the relevant Dealing Day at the Net Asset Value per Unit.

The initial offer period for any unlaunched Classes of Units may be shortened or extended by the Manager. The initial offer period of an unlaunched Class of Units is extended until the initial issue of Units in that Class; and is shortened when Units of that Class have been issued. The Central Bank will be notified of any such shortening or extension as part of any such update to the Prospectus or Supplements, or subsequently on an annual basis.

A description of the Unit Classes can be found below:

#### **Class A Units**

Class A units are available to all investors as Distributing and Accumulating Units. Subscriptions for Class A5CP Units shall only be accepted from Unitholders who were invested in Class A5CP Units on 21 March 2016 or from investors who are investing monies linked to Singapore's Central Provident Fund (Investment Schemes).

#### **Class C Units**

Class C Units are available to all investors as Distributing and Accumulating Units.

#### **Class J**

Class J Units are available for subscriptions to Japanese investment trusts organised under the Law Concerning Investment Trusts and Investment Corporations of Japan which are managed by the investment management companies registered under the Financial Instruments and Exchange Act of Japan or from Japanese investors at the discretion of the Manager.

#### **Class L Units**

Class L Units are available for subscription to all investors however they are subject to a higher management fee than similar classes as this is a legacy class.

#### **Class M Units**

Class M Units are available for subscription to all investors as Distributing and Accumulating Units.

#### **Class R and SR Units**

Class R and SR Units are available for subscription to intermediaries with whom the Manager or its delegate has entered into a separate arrangement (legal agreement) for these Unit classes. Class SR has a higher minimum initial investment amount with a proportionately lower fee. The fees paid in respect of both the R and SR Units are 'clean fees' i.e. they do not share any portion of the management fee, and all investors in the R and SR Unit Classes pay the respective fee published in the prospectus.

#### **Class W Units**

Class W Units are available to all investors as Distributing and Accumulating Units.

#### **Class X Units**

Class X Units are available for subscription to those investors who have entered into a separate arrangement (legal agreement) with the Manager or its delegate. This also applies to JDX. There are no Minimum Holding amounts for Class X, X1, X1H, X2, X2H, X3, X3H and JDX Units; amounts shown are minimum initial subscription amounts only.

#### **Class Y Units**

Class Y Units are available for subscription to all institutional investors as Distributing and Accumulating Units.

#### **Class Z Units**

Class Z Units are available for subscription to other Sub-Funds of the Fund, from investors who have entered into a separate arrangement (legal agreement) with the Manager or its delegate or on behalf of feeder funds whose investment objective is to invest in the relevant Sub-Fund.

## Application for Units

Applicants or Unitholders subscribing for Units shall observe and be bound by the provisions of the Material Documents. Applications for Units shall only be accepted in the Class Currency of the relevant Sub-Fund unless otherwise agreed in advance with the Manager. Monies subscribed in a currency other than the Class Currency of the relevant Sub-Fund will be converted by a broker to the Class Currency of the relevant Sub-Fund at the Unitholder's risk and expense and at what the broker considers to be the prevailing market exchange rate and such subscription shall be deemed to be in the amount so converted. This foreign currency exchange conversion is provided on a best effort basis.

Units are issued on each Dealing Day at the Net Asset Value per Unit determined in the manner outlined in the section of this Prospectus headed "Calculation of Net Asset Value of the Units".

The Manager is empowered under the Trust Deed to change the frequency of the Dealing Days provided that there will always be at least two Dealing Days in each month. Reasonable notice of any exercise by the Manager of this discretion will be given to each Unitholder.

A register of Unitholders will be maintained by the Administrator and Transfer Agent for all Unitholders and Applicants will be added to this register as Unitholders once Units have been issued in relation to a subscription. Unitholders will receive written confirmation of entry on the register of Unitholders. Units will normally be issued in uncertificated registered form.

Investors and PineBridge Investments L.P. member companies may subscribe to each Sub-Fund, by contributing cash or investments in the manner set out in the Trust Deed as described below. The nature of the investments to be transferred to the relevant Sub-Fund from portfolios or other Collective Investment Schemes must qualify as investments of the Sub-Fund in accordance with the investment objectives, policies and restrictions of the Sub-Fund and will be valued in the same manner as the Sub-Fund's investments. The number of Units to be issued shall be that number that would have been issued for cash at the current price against payment of a sum equal to the value of the investments transferred plus such sum as the Manager considers represents an appropriate provision for fiscal and purchase charges which would arise on the acquisition of the investments by purchase for cash but minus such sum as the Manager considers represents any fiscal or other expenses as aforesaid to be paid out of the relevant Sub-Fund's assets in connection with the vesting of the investments. The investments to be transferred to each Sub-Fund shall be valued on such basis as the Manager may decide and the value will not exceed the highest amount which would have been obtained on the date of the exchange by applying the method of calculating the value of the investments as set out in the section of this Prospectus headed

"Calculation of the Net Asset Value of the Units". The Trustee must be satisfied that the terms of the exchange shall not be such as are likely to result in any prejudice to the existing Unitholders. No Units shall be issued until the investments have been vested in the Trustee to the Trustee's satisfaction.

## Restrictions on Ownership of Units and Anti-Money Laundering and Terrorist Financing Requirements

The Manager may restrict or prevent the ownership of Units by any person, firm or corporation. More specifically, US Persons, as defined in the section of this Prospectus headed "Glossary", may not purchase Units or receive Units by way of transfer in any Sub-Fund other than as set out under the section of this Prospectus headed "Important Information". Where a person becomes aware that he is holding Units in contravention of the restrictions set out under the section of this Prospectus headed "Important Information", he shall forthwith redeem his Units or sell them to a person duly qualified to hold the Units.

Any Unitholder who, by virtue of his holding, is in breach of the laws and regulations of any competent jurisdiction and whose holding could, in the opinion of the Manager, cause the Fund or any Sub-Fund some financial or fiscal disadvantage, shall indemnify the Indemnified Parties for any loss suffered by it or them as a result of such Unitholder acquiring or holding Units. If an Applicant or Unitholder acts in the capacity of trustee of a trust and by virtue of the trustee's holding a breach of any and all of the provisions and undertakings and any and all indemnities in the Material Documents occurs, then recourse for such breach shall be limited to the total value of the assets of the trust. The Manager has power under the Trust Deed to compulsorily redeem any Units held in contravention of the restrictions set out under the section of this Prospectus headed "Important Information" and also in the circumstances set out in the section "Redemption of Units - Redemption Procedure" and the section "Tax Liability of the Fund".

Measures aimed towards the prevention of money laundering and terrorist financing, within the jurisdiction of the Manager, may require a detailed verification of the applicant's identity. The Criminal Justice (Money Laundering and Terrorist Financing) Acts, 2010 and 2013 imposes obligations to implement risk based and adequate measures to verify the identity of all Unitholders and any beneficial owner on whose behalf a Unitholder holds Units. The application of this risk based approach dictates that in certain circumstances the Manager, or its delegate, will be required to apply enhanced customer due diligence to certain investor types. Accordingly, the Manager and the Administrator and Transfer Agent reserve the right to request, at the time of an application for Units, and at any time whilst the Unitholder holds Units, including at the time of redemption of such Units, such information as may be necessary to verify the identity of that Unitholder and any beneficial owner on whose behalf such Units are held.

By way of example an individual may be required to produce a copy of a passport or identification card, together with two sources of evidence of his/her address such as a utility bill or bank statement. In the case of corporate applicants this may require (inter alia) production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and residential and business address(es) of all directors.

The Manager and the Administrator and Transfer Agent each reserve the right to request such information as may be necessary to verify the identity and address of an applicant and to conduct ongoing due diligence on the business relationship. In the event that the Manager or the Administrator and Transfer Agent require further proof of the identity of any applicant it will contact the applicant. In the event of delay or failure by the applicant to produce any required information, the Manager or the Administrator and Transfer Agent may refuse to accept the application and subscription monies.

### Application Procedure

Initial applications for Units should be made in writing, by electronic transmission or by facsimile to the Administrator and Transfer Agent by completing an application form, which is available from the Manager or from the website, [www.pinebridge.com](http://www.pinebridge.com) and sending the original application form and supporting documentation in relation to money laundering prevention checks which must be received promptly by the Administrator and Transfer Agent at the following address:

PineBridge Global Funds - *insert name of relevant Sub-Fund*  
c/o State Street Fund Services (Ireland) Limited  
78 Sir John Rogerson's Quay  
Dublin 2  
Ireland

Subsequent applications for Units may be submitted by facsimile, by post or by electronic transmission provided the initial original application form has already been received by the Administrator and Transfer Agent.

The Indemnified Parties shall incur no liability in respect of any compliant action taken based on any notice, consent, request, instruction or other instrument believed in good faith to be signed by properly authorised Applicant or Unitholder.

Applicant or Unitholder shall indemnify the Indemnified Parties against any loss of any nature whatsoever arising to any or all of them as a result of either of them acting upon the instructions of an Applicant or Unitholder, unless such loss was caused by the negligence or fraud of the Indemnified Parties. The right to claim under the indemnity shall be exercised by the Indemnified Parties in good faith and only on reasonable grounds, and it is not the intention of the Indemnified Parties to apply or exercise any withholding, set-off or rights of deductions pursuant to the afore-referenced

provisions, save to the extent permitted by any applicable laws and regulations.

In case of a Unitholder making a subsequent acquisition of Units becomes aware that it can no longer satisfy the provisions of the Material Documents the Unitholder shall promptly sell or tender to the Sub-Fund for redemption all or such sufficient number of Units the Unitholder holds.

An application for Units should be received by the Administrator and Transfer Agent not later than 12.00 noon (Irish time) on the relevant Dealing Day unless stated otherwise in the Supplement of the relevant Sub-Fund or Country Supplement.

Any application received after such time on a Dealing Day will be dealt with on the next succeeding Dealing Day. However, the Manager may in exceptional circumstances and at its sole discretion accept applications received after that time provided they are received prior to calculation of the Net Asset Value of the relevant Sub-Fund.

The Manager and / or the Administrator and Transfer Agent may communicate to investors in the future by way of an addendum to the Supplement of the relevant Sub-Fund as to the appointment of sub-transfer agents, or independent intermediaries, paying agents or distributors and the appropriate method of applying for Units through them.

On receipt of full particulars and following the processing by the Administrator and Transfer Agent of the application, a contract note, including the Unitholder's account number, will be issued to the Unitholder. This account number should be used by the Unitholder in all subsequent communications with the Administrator and Transfer Agent or the Manager including subscriptions and redemptions. Anti-money laundering checks are conducted as part of the account registration process. Applicant and Unitholder shall hold the Indemnified Parties harmless and indemnify it/them against any loss arising as a result of a failure to process the application or a delay in processing the application, if the information required to carry out anti-money laundering checks has not been provided by Applicant or Unitholder. The right to claim under the indemnity shall be exercised by the Indemnified Parties in good faith and only on reasonable grounds, and it is not the intention of the Indemnified Parties to apply or exercise any withholding, set-off or rights of deductions pursuant to the afore-referenced provisions, save to the extent permitted by any applicable laws and regulations.

Credit in cleared funds must be received by the relevant Sub-Fund on or before the third Business Day following the Dealing Day on which the application was effected, unless otherwise stated in the Supplement of the relevant Sub-Fund or Country Supplement. The Manager reserves the right to extend the settlement period if so required by market practice. If on the final date of the settlement period banks are not open for business in the country of the reference currency of the relevant Class

of Units of a Sub-Fund, then settlement will be on the next Business Day on which those banks are open.

In the case of Classes of Units that are denominated in a currency other than the Base Currency and are identified as unhedged, a currency conversion will take place on subscription, redemption, switching and distributions at prevailing market exchange rates.

The Manager reserves the right to reject, in whole or in part, any application at its discretion.

If a Unitholder fails to pay any amount payable in respect of Units on the day appointed for payment, the Manager may either cancel the allotment of such Units or serve a notice on the Unitholder requiring payment of the amount outstanding together with any accrued interest and any cost incurred by the Fund or any Sub-Fund by reason of non-payment. If the Manager cancels the issue of Units, any funds received will be returned to the applicant at the applicant's risk less an amount to cover any costs incurred by the Fund or any Sub-Fund. The Manager reserves the right at its discretion to delay the issue of Units until receipt of cleared funds.

### **Subscriptions via a Clearing System**

Initial or subsequent subscriptions for Units can also be made through a Clearing System, for onward transmission to the Administrator and Transfer Agent. The Clearing System may provide a nominee service for investors purchasing Units through them and investors may elect to make use of such service pursuant to which the nominee will hold Units in its name for and on behalf of the investors. Notwithstanding the above, investors retain the ability to invest directly in the Sub-Funds, without using such nominee services. Units may be issued to and registered in the name of a Clearing System (or its nominee) nominated by or on behalf of an investor, or third party nominee service provider, as the case may be, that is recognised and accepted by the Manager or the Administrator and Transfer Agent. Accountholders may incur fees normally payable in respect of the maintenance and operation of accounts in such Clearing System (or nominee).

Different subscription procedures and time limits may apply if applications for Units are made via a Clearing System although the ultimate deadline with the Administrator and Transfer Agent remains unaffected. Full payment instructions for subscribing may be obtained through the Clearing System. Investors should note that they may be unable to purchase or redeem Units subscribed through a Clearing System on days that a Clearing System is not open for business.

### **Trading Practices**

The Manager generally encourages Unitholders to invest in the Fund or any of its Sub-Funds as part of a medium to long-term investment strategy.

The Manager, on behalf of the Fund, seeks to deter and prevent certain trading practices, such as excessive

short-term trading, sometimes referred to as "market timing" which may have a detrimental effect on the Sub-Funds and their Unitholders. To the extent that there is a delay between a change in the value of a Sub-Fund's investments, and the time when that change is reflected in the Net Asset Value of the Sub-Fund's Units, the relevant Sub-Fund is exposed to the risk that investors may seek to exploit this delay by purchasing or redeeming Units at Net Asset Values that do not reflect appropriate fair value prices. The Manager seeks to deter and prevent this activity, sometimes referred to as "stale price arbitrage".

The Manager seeks to monitor Unitholder account activities in order to detect and prevent excessive and disruptive trading practices. The Manager reserves the right to restrict or refuse any subscription or switching transaction if, in the judgment of the Manager, the transaction may adversely affect the interests of a Sub-Fund or its Unitholders. If an application is rejected, the Administrator and Transfer Agent, at the risk of the applicant, will return the application monies or the balance thereof within five Business Days of the rejection, at the cost and risk of the applicant and without interest, by bank transfer to the account from which it was paid.

### **Cash accounts holding subscription, redemption and dividend monies**

The Manager, on behalf of the Fund has established umbrella cash accounts through which subscriptions, redemptions and distributions ("Cash Assets") will be channelled. This means the Cash Assets are held in commingled accounts at the Fund level rather than in individual Sub-Fund specific accounts. These accounts are operated in order to comply with the Trust Deed: at all times the amounts, whether positive or negative, within the umbrella cash accounts can be attributed to the individual Sub-Funds and the holding of the Cash Assets in the umbrella cash accounts does not compromise the ability of the Trustee to carry out its safe-keeping and oversight duties and responsibilities in accordance with the Regulations.

Please see the section on "Umbrella Cash Account Risk" above for further information on the particular risks associated with the use of umbrella cash accounts.

### **Redemption of Units - Redemption Procedure**

A Unitholder may request the redemption of his holding of Units at the prevailing Net Asset Value per Unit on any Dealing Day. The number of Units which may be redeemed at any time shall be subject to the Minimum Redemption and Minimum Holding for that Class of Unit. The Manager shall have the power to compulsorily redeem the Units on any Dealing Day on which the Net Asset Value of all of the Units held by any Unitholder would be less than the Minimum Holding for the time being determined by the Manager and the Manager may in its sole discretion repurchase all (or a portion) of the Units at the time at which the Net Asset Value per unit is

calculated upon giving 30 days' notice to the Unitholders and pursuant to the provisions of the Trust Deed.

Units may be redeemed by completing a redemption request in writing, by facsimile or by electronic transmission.

No redemption request received by facsimile, by post or by electronic transmission shall be paid until such time as the original application form for the initial subscription of Units and all necessary anti-money laundering checks have been completed.

In addition, redemption proceeds shall only be made into the account of record specified in the original application form submitted and any amendments to the investor's registration details and payment instructions can only be effected upon receipt of original documentation.

The redemption requests should be forwarded to the following address:

PineBridge Global Funds - *insert name of relevant Sub-Fund*  
c/o State Street Fund Services (Ireland) Limited  
78 Sir John Rogerson's Quay  
Dublin 2  
Ireland

The redemption request should be received by the Administrator and Transfer Agent not later than 12.00 noon (Irish time) on the relevant Dealing Day unless stated otherwise in the Supplement of the relevant Sub-Fund or Country Supplement.

Any redemption request received after such time on a Dealing Day will be dealt with on the Dealing Day or Dealing Days next following such request. However, the Manager may in its sole discretion accept redemption requests received after that time provided they are received prior to calculation of the Net Asset Value of the relevant Sub-Fund.

Proceeds of redemption will be paid at the expense of the Unitholder by the electronic transfer of funds to an account maintained by the Unitholder in the currency of the relevant Class, or in any other currency, following prior agreement with the Manager. Proceeds of redemption will normally be paid three Business Days following the Dealing Day, unless otherwise stated in the Supplement of the relevant Sub-Fund or Country Supplement or except where redemption of Units has been temporarily suspended, in the circumstances described in the section of this Prospectus headed "Temporary Suspension of the Determination of the Value of a Sub-Fund and the Issue and Redemption of Units".

Requests for a redemption payment in a currency other than the Class Currency of the relevant Sub-Fund will be converted by a broker to the requested currency at the Unitholder's risk and expense and at what the broker

considers to be the prevailing market exchange rate and such redemption shall be deemed to be in the amount so converted. This foreign currency exchange conversion is provided on a best effort basis.

In the case of Classes of Units that are denominated in a currency other than the Base Currency and are identified as unhedged, a currency conversion will take place on subscription, redemption, switching and distributions at prevailing market exchange rates.

The Manager reserves the right to reduce the settlement period if so required by market practice.

If on the final date of the settlement period banks are not open for business in the country of the reference currency of the relevant Sub-Fund, then settlement will be on the next Business Day on which those banks are open. In certain circumstances and as pre-agreed with the Administrator and Transfer Agent, redemption proceeds may be paid by cheque and posted to and at the risk and expense of the Unitholder.

A Unitholder may not withdraw his request for redemption except in the event of a suspension of the issue and redemption of Units to and from the Unitholders (see below) and in such event a withdrawal will be effective only if written notification is received by the Administrator and Transfer Agent before the termination of the period of suspension. If the request is not so withdrawn the redemption will be made on the Dealing Day next following the end of the suspension.

The redemption procedures and the dealing deadlines may be different if applications for redemption are made through a Clearing System, although the ultimate dealing deadlines and procedures referred to herein will remain unaffected. Applicants for redemptions may obtain information on the redemption procedure directly from the Clearing System.

### Redemption Restrictions

If the number of Units falling to be redeemed on any Dealing Day is equal to one tenth or more of the Net Asset Value of a Sub-Fund on that day then the Manager may, at its discretion, refuse to redeem any Units in excess of one tenth of the Net Asset Value of the relevant Sub-Fund as aforesaid and, if it so refuses, upon notification to the relevant Unitholders, the request(s) for redemption on such Dealing Day shall be reduced rateably and the Units to which each request relates, which are not redeemed by reason of such refusal, shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all the Units to which the original request(s) related have been redeemed.

If the number of Units falling to be redeemed on any Dealing Day is equal to one tenth or more of the Net Asset Value of a Sub-Fund the Manager may, with the consent of the relevant Unitholder, satisfy any request for redemption of Units by the transfer to those Unitholders of assets of the relevant Sub-Fund in specie

provided that any said Unitholders shall be entitled to request the sale of any asset or assets to be so distributed and the distribution to such Unitholder of the cash proceeds of such sale and that such in specie distribution will not materially prejudice the interests of the remaining Unitholders.

The Trust Deed provides that a Sub-Fund shall transfer to each Unitholder that proportion of the assets of the relevant Sub-Fund which is then equivalent in value to the Unitholding of the Unitholders then requesting redemption of their Units, the nature and type of the assets to be transferred being determined by the Manager at its sole discretion, subject to the approval of the Trustee and not prejudicial to the interests of the remaining Unitholders and for the foregoing purposes the value of the assets shall be determined on the same basis as used in calculating the Net Asset Value of the Units being so redeemed.

### Transfer of Units

A transfer of Units will not be considered unless the transferee, if not an existing Unitholder, has completed an application form, together with all required supporting documentation to the satisfaction of the Manager or its delegate. Furthermore, the Manager and the Administrator and Transfer Agent reserve the right to request such information as is necessary to verify the identity of the transferee and to request such representations and warranties as may appear to the Manager or the Administrator and Transfer Agent as appropriate. In addition, at the discretion of the Manager, without prejudice to the generality of the foregoing, no transfer of all or part of a holding of such Units shall be so registered if either the transferor or transferee as a result of such transfer would have a holding of Units less than the Minimum Holding, or any payment of taxation remains outstanding.

Every instrument of transfer must be signed by the transferor and the transferee shall be deemed to remain the holder of the Units intended to be transferred until the name of the transferee is entered in the relevant register in respect thereof. The instrument of transfer must be accompanied by such certificates as to the qualification of the transferee as required by the Manager or the Administrator and Transfer Agent.

The Manager may decline to register any transfer of Units if:

- (i) the transfer is made in contravention of any restrictions on ownership imposed by the Manager or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to a Sub Fund or its Unitholders; or
- (ii) the necessary anti-money laundering checks are incomplete; or
- (iii) in consequence of the transfer, the transferor or the transferee would hold a number of Units less than the Minimum Holding as specified in the

Prospectus from time to time; or

- (iv) all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer; or
- (v) the instrument of transfer is not delivered to the Manager or its delegate accompanied by such evidence as the Manager may reasonably require to show the right of the transferor to make the transfer and such other information as the Manager may reasonably require from the transferee.

### Switching of Units

Unitholders may, at the discretion of the Manager, switch some or all of their Units in one or more of the Sub-Funds ("Original Units") into Units in another Sub-Fund ("New Units").

A switching application may be submitted by facsimile, by post or by electronic transmission provided the original application form for the initial subscription of Units and all necessary anti-money laundering checks have been completed. Instructions should include full registration details. No switch shall be effected until such time as all necessary anti-money laundering checks have been carried out, verified and until such papers as may be required by the Manager or its delegate have been received from the investor in the required format.

Switching instructions received up to 12.00 noon (Irish time) on a Dealing Day will be dealt with on that Dealing Day unless stated otherwise in the Supplement of the relevant Sub-Fund or Country Supplement.

Any switching instruction received after such time on a Dealing Day will be dealt with on the Dealing Day or Dealing Days next following such instruction. However, the Manager may in its sole discretion accept switching instructions received after that time provided they are received prior to calculation of the Net Asset Value of the relevant Sub-Fund. On the relevant Dealing Day the Original Units to be switched shall ipso facto be switched into the appropriate number of New Units.

The Original Units shall on that Dealing Day have the same value (the "Switched Amount") as if they were being redeemed by the Manager from the Unitholder. The appropriate number of New Units shall be equal to the number of Units in a Sub-Fund or Sub-Funds that would be issued on that Dealing Day if the Switched Amount were invested in that Sub-Fund or Sub-Funds.

Unitholders are advised that any instruction to switch Units between Sub-Funds with different Dealing Day definitions, will only be dealt with on days which constitute Dealing Days for both Sub-Funds.

### Tax Liability of the Fund

If the Fund or any of its Sub-Funds, the Manager or the

Trustee becomes liable to account for tax in Ireland or any other jurisdiction in the event that a Unitholder or beneficial owner of a Unit were to receive a distribution in respect of his/her Units or to dispose (or be deemed to have disposed) of his/her Units in any way ("Chargeable Event"), the Manager shall be entitled, as permitted by applicable laws and regulations, to deduct from the payment arising on a Chargeable Event an amount equal to the appropriate tax and/or where applicable, to appropriate, cancel or compulsorily repurchase such number of Units held by the Unitholder or such beneficial owner as are required to meet the amount of tax. The Manager will only exercise such powers in good faith and on reasonable grounds.

The relevant Unitholder shall indemnify and keep the Fund and each of its Sub-Funds, the Manager and the Trustee indemnified against loss arising to the Fund, each of its Sub-Funds, the Manager or the Trustee by reason of the Fund, the Manager or the Trustee becoming liable to account for tax in Ireland or any other jurisdiction on the happening of a Chargeable Event if no such deduction, appropriation, cancellation or compulsory repurchase has been or could be made.

#### Calculation of the Net Asset Value of the Units

The Net Asset Value per Unit will be expressed in the Class Currency of the relevant Sub-Fund as a per Unit figure.

It will be calculated for each Dealing Day by dividing the value of the assets of the relevant Sub-Fund less its liabilities to include at the discretion of the Manager, a provision for Duties and Charges as defined below by the number of Units then outstanding.

In order to determine the Net Asset Value of Units, the value of the assets of the relevant Sub-Fund is calculated in accordance with the provisions set out at (1) – (11) below.

That value is adjusted for accrued income and liabilities excluding management fees and unitholder servicing and maintenance fees and other class specific charges. It is then allocated between the various Classes based on their pro rata closing Net Asset Values as of the previous Dealing Day. The management fee, the unitholder servicing and maintenance fees (as appropriate) and other class specific charges are then applied to each Class.

The Net Asset Value of each Class of the relevant Sub-Fund is calculated in the Base Currency of that Sub-Fund. For those Classes denominated in a currency other than the Base Currency, the Net Asset Value of such Classes is translated to the relevant currency. This amount is then divided by the number of Units attributed to each Class of Unit in issue to give the Net Asset Value of each type of Unit.

Where there is more than one Class of Unit in issue in a Sub-Fund, the Net Asset Value per Unit of such class may be adjusted to reflect the expenses, liabilities or

assets attributable to such type or Class of Unit (including the gains/losses on and costs of financial instruments employed for currency hedging at the Unit Class level).

In determining the value of the assets of each Sub-Fund investments or other assets shall be valued as of the last known market price on the relevant market on the relevant Dealing Day as follows:

- (1) securities admitted to official listing on a Recognised Exchange or traded on another regulated market which operates regularly and is recognised and open to the public shall be valued on the basis of the last traded price or, if the last traded price is not available, the last bid price quoted for those securities provided always that if for a specific security the last traded price or last bid price quoted is not available or does not in the opinion of the Manager or its delegate reflect their fair value, the value shall be the probable realisation value estimated with care and in good faith by the Manager or by a competent person appointed by the Manager and approved for the purpose by the Trustee or by any other means provided the value is approved by the Trustee;
- (2) where a security is listed on several exchanges, the relevant market shall be the market that constitutes the main market, or one which the Manager determines provides the fairest criteria in a value for the investments or other assets. The value of any investment listed on a stock exchange but acquired or traded at a premium or at a discount outside the relevant stock exchange may with the approval of the Trustee be valued taking into account the level of premium or discount as at the date of valuation of the investment. The Trustee must ensure that the adoption of such procedure is justifiable in the context of establishing the probable realisation value of the security. Such premium or discount shall be provided by an independent broker or market maker or if such prices are unavailable, by the Investment Manager;
- (3) the value of an asset may be adjusted by the Manager where such adjustment is considered necessary to reflect the fair value in the context of currency, marketability, dealing costs and/or such other considerations which are deemed relevant;
- (4) non-listed securities shall be valued by the Manager or by a competent person appointed by the Manager and approved for the purposes by the Trustee with care and in good faith on the basis of their probable realisation value and such value shall be approved by the Trustee or such other means provided the value is approved by the Trustee. In the case where the competent person may be a party connected with the Fund or the relevant Sub-Fund or the Manager, if any

conflict should arise, it will be resolved fairly and in the best interests of Unitholders;

- (5) cash and other liquid assets will be valued at their nominal value plus accrued interest;
- (6) derivative contracts traded on a market shall be valued at the settlement price as determined by the market. If the settlement price is not available, the value shall be the probable realisation value estimated with care and in good faith by the Manager or a competent person appointed by the Manager and approved for the purpose by the Trustee. Derivatives contracts which are not traded on a market (such as swap agreements) will be valued on the basis of a price provided by a counterparty (on at least a daily basis). This value will be verified by a party independent of the counterparty, at least weekly, which independent party will be approved for such purpose by the Trustee. Alternatively, an over-the-counter derivative contract may be valued daily on the basis of a quotation from an independent pricing vendor with adequate means to perform the valuation or other competent person, firm or corporation (which may include the Investment Manager) selected by the Directors and approved for the purpose by the Trustee. Where this alternative valuation is used, the Directors must follow international best practice and adhere to the principles on such valuations established by bodies such as the International Organisation of Securities Commissions and the Alternative Investment Management Association. Any such alternative valuation must be reconciled to the counterparty valuation on a monthly basis. Where significant differences arise, these must be promptly investigated and explained;
- (7) forward foreign exchange contracts and interest rate swap contracts shall be valued in the same manner as derivative contracts which are not traded on a regulated market or by reference to the price at which a new forward contract of the same size and maturity could be undertaken;
- (8) shares/units in Collective Investment Schemes not valued pursuant to paragraph (1) and (2) above shall be valued at the latest available bid price or at latest net asset value of the shares/units of the relevant Collective Investment Scheme;
- (9) the Manager or its delegate may value securities having a residual maturity not exceeding six months using the amortised cost method of valuation provided that the valuation of each such security being valued using the amortised cost basis of valuation shall be carried out in accordance with the Central Bank's requirements;
- (10) the Manager or its delegate may, at its discretion

in relation to any particular Sub-Fund which is a money market fund, value any investment using the amortised cost method of valuation where such Sub-Fund complies with the Central Bank's requirements for money market funds and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's guidelines;

- (11) fixed income securities, which are deemed over-the-counter securities, shall be valued on the basis of the evaluated bid price or, if the evaluated bid price is not available, the prior day price for those securities, provided always that if for a specific security the evaluated bid price or prior day price is not available or does not in the opinion of the Manager or its delegate reflect their fair value, fixed income securities may be valued using matrix pricing (i.e. valuing securities by reference to the valuation of other securities which are considered comparable in rating, yield, due date and other characteristics). The matrix methodology will be compiled by the persons listed in 2(a) – (c) of Schedule 5 of the Central Bank UCITS Regulations.

In the event of it being impossible or incorrect to carry out a valuation of a specific asset in accordance with the valuation rules set out in (1) – (11) above, the Administrator and Transfer Agent is entitled to use other generally recognised valuation methods in order to reach a proper valuation of that specific asset provided that any alternative method is approved by the Trustee.

The value of each Sub-Fund may be recalculated without notice, in the event of extreme volatility in stock market movements, if the Manager, with the approval of the Trustee, considers that such recalculation better reflects the value of each Sub-Fund.

#### **Anti-Dilution Levy**

The value of the investments of a Sub-Fund may be reduced as a result of the costs of dealing in that Sub-Fund's investments, including stamp duty and any difference between the buying and selling price of investments. In order to mitigate against such "dilution" and consequent potential adverse effect on the value of the underlying assets of that Sub-Fund and its remaining Unitholders:

- (a) in calculating the redemption price for a Sub-Fund, the Manager may, on any Dealing Day on which there are net redemptions, deduct from the price at which Units will be redeemed the anti-dilution levy so that such costs are borne by the Unitholders responsible for the movements in Unit price which trigger this cost, i.e. the redeeming Unitholders;
- (b) in calculating the subscription price for a Sub-Fund, the Manager may, on any Dealing Day on which there are net subscriptions, add to the price at which Units will be issued the anti-dilution



levy so that such costs are borne by the Unitholders responsible for the movements in Unit price which trigger this cost, i.e. the subscribing Unitholders.

The anti-dilution levy will be calculated based on the net subscriptions or net redemptions of a Sub-Fund on any Dealing Day. Such anti-dilution levy will be applied to individual investors proportionately based on their subscription amount in the case of net subscription or redemption amount in the case of net redemption. It is expected that the anti-dilution levy will not exceed 2% on the net subscriptions or net redemptions (as the case may be) on any Dealing Day.

#### **Temporary Suspension of the Determination of the Value of a Sub-Fund and the Issue and Redemption of Units**

The Manager may with the consent of the Trustee, temporarily suspend the determination of the Net Asset Value of any Sub-Fund and the issue and redemption of the relevant Sub-Fund's Units to and from its Unitholders during:

- any period (other than ordinary holidays or customary weekend closings) when any market or Recognised Exchange is closed and which is the main market or Recognised Exchange for a significant portion of the Fund's investments or in which trading thereon is restricted or suspended; or
- any period when a political, economic, military, monetary or other emergency exists as a result of which disposal by the relevant Sub-Fund of investments which constitute a substantial portion of the assets of the Sub-Fund is impracticable or it is not possible to transfer monies involved in the acquisition or disposition of investments at normal rates of exchange, or it is not practically feasible for the Administrator and Transfer Agent fairly to determine the value of any assets of the Sub-Fund; or
- any period when for any reason, the value of a substantial portion of the investments owned by the relevant Sub-Fund cannot be reasonably, promptly or accurately ascertained; or
- any period when the relevant Sub-Fund or the Manager is unable to repatriate funds for the purpose of making payments on the redemption of Units from Unitholders or making any transfer of funds involved in the realisation or acquisition of investments or when payments due on a redemption of Units from Unitholders cannot in the reasonable opinion of the Manager be effected at normal rates of exchange; or
- any period during which there is a breakdown in the means of communication normally employed in determining the price of any of the investments or the current prices on any market or Recognised Exchange; or
- any period when such suspension is required by the Central Bank in the interests of Unitholders and/or the public.

Any such suspension shall be notified to the Central Bank immediately and in any event on the same Business Day on which the suspension takes place and will be communicated to the persons likely to be affected thereby in such manner as the Manager may deem appropriate if in the opinion of the Manager it is likely to exceed fourteen (14) Business Days and will be notified to investors requesting issue or redemption of Units by the Administrator and Transfer Agent at the time of application or receipt of the written request for such redemption.

No Units shall be issued or redeemed during a period of suspension, however, all reasonable steps shall be taken to bring any period of suspension to an end as soon as possible.

## DISTRIBUTIONS

Unless stated otherwise in the Supplement of the relevant Sub-Fund, the Manager may declare a distribution once a year out of the net income (whether in the form of dividends, interest or otherwise) available for distribution by a Sub-Fund together with net realised and unrealised capital gains forming part of the capital of the relevant Sub-Fund and subject to such adjustments in relation to each Sub-Fund as may be appropriate (the "Distribution Amount"). The Manager may also declare interim distributions on the same basis.

Where the Manager determines in its discretion to pay a Distribution Amount, investors should note that such distributions may amount to a return or withdrawal of part of the original investment or any capital gains attributable to that original investment. Under normal circumstances, such distributions will result in an immediate decrease in the Net Asset Value of the relevant Sub-Fund.

Investors should note upon the Manager's discretion distributions may be paid out of capital ("**Capital Distributions**"). Payment of Capital Distributions amounts to a return or withdrawal of part of an investor's original investment or of capital gains attributable to that original investment, and such distributions will result in a corresponding immediate decrease in the Net Asset Value per Unit of the corresponding Unit Classes. Capital Distributions will accordingly lead to capital erosion and may be achieved by forgoing the potential for future capital growth in which case the value in future returns would also be diminished. This cycle may continue until all capital is depleted. Capital Distributions may have different tax implications to distributions of income. Investors are recommended to seek advice in this regard. The rationale for charging to capital is to enable the Manager to provide a stable return to investors by maximising the amount distributable to investors. For the avoidance of doubt, Capital Distributions may also be net income (whether in the form of dividends, interest or otherwise) available for distribution by a Sub-Fund together with net realised and unrealised capital gains forming part of the capital of the relevant Sub-Fund and subject to such adjustments in relation to each Sub-Fund as may be appropriate. The Manager may declare Capital Distributions once a year. The Manager may also declare interim Capital Distributions.

The Manager may amend the above stated distribution policies subject to the requirements of the Central Bank and upon obtaining prior approval from the SFC and upon giving at least one month's prior notice to affected Unitholders. The compositions of the latest Distribution Amounts (i.e. the relative amounts paid from income and net realised and unrealised capital gains forming part of the capital of the relevant Sub Fund and in case of Capital Distributions, the relative amounts paid from income and net realised and unrealised capital gains forming part of the capital and capital itself for the relevant Sub Fund) (if any) are available on request from

the Manager.

Unless stated otherwise in the Supplement of the relevant Sub-Fund, annual distributions (if declared) will be declared and paid on or before 30 June in each year.

Unless stated otherwise in the Supplement of the relevant Sub-Fund, Unitholders may elect in an application for Units either to receive distributions in respect of a Sub-Fund in cash or to reinvest the distribution amount in further Units in such Sub-Fund. In the absence of the Unitholder making the election as above, the Manager will continue to so reinvest the distribution amount in Units until otherwise directed in writing by any Unitholder. If distributions are to be paid in cash, they will normally be paid by electronic transfer at the Unitholder's risk and expense.

In the event that a Unitholder has elected to receive cash payments of distributions, where the amount of any distribution payable to an individual Unitholder is less than USD50 (or its equivalent in another currency), the Manager at its sole discretion may elect not to make any such payment and, in lieu thereof, to issue and credit to the account of the relevant Unitholder the number of Units in a Sub-Fund corresponding to the relevant USD amount (or its equivalent in another currency) calculated at the Net Asset Value per Unit pertaining on the relevant date of distribution.

All Units shall rank for distribution as and from the date on which they were issued.

All dividends unclaimed after a period of six years shall be forfeited and shall revert to the relevant Sub-Fund.

### *UK Reporting Status*

Please see the UK Country Supplement for more details.

## MANAGEMENT AND FUND CHARGES

### *Manager*

Unitholders should note that all or part of fees and expenses, including management fees may be charged to the capital of respective Sub-Funds to avoid costly individual billing.

The Manager is entitled to receive an annual fee accrued at each Dealing Day and payable monthly in arrears out of each Sub-Fund as a percentage of the Net Asset Value of each Class of Unit in a Sub-Fund. This fee is subject to an annual minimum of USD 25,000 per Sub-Fund. This fee shall (unless otherwise stated in the Supplement of the relevant Sub-Fund) be borne by each Class of Unit in each Sub-Fund based on the pro-rata Net Asset Value of each Class of Unit in each Sub-Fund. The management fee payable on each Class of Unit shall be in accordance with the limit on such fee as set out below and in the "Supplement Unit Description Table" in the relevant Supplement. The Trust Deed provides for a maximum management fee of up to 4% for some but not all of the Classes. However, for the avoidance of doubt, management fees may not be increased for Classes that have launched beyond the levels disclosed in the relevant Supplement without Unitholder approval.

In turn, the Manager shall pay the fees of the Investment Manager(s). The Investment Manager(s) will not receive any remuneration directly from any Sub-Fund.

In addition to such remuneration, the Manager is entitled to be repaid all of its disbursements including but not limited to the disbursements and out-of-pocket expenses of the Investment Manager and the Administrator and Transfer Agent (plus value added tax, if any).

In addition to such fees, a unitholder servicing and maintenance fee not exceeding 1% per annum of the Net Asset Value of the relevant Class of Unit in a Sub-Fund (accrued at each Dealing Day and payable monthly in arrears to the Manager) may be payable out of the assets of the relevant Sub-Fund (at the rates specified in the Supplement of the relevant Sub-Fund). Note, a higher unitholder servicing and maintenance fee, up to the 1% maximum referred to above, may be charged without requiring Unitholder approval. In addition, any increases to this fee within the 1% maximum referred to above shall be notified in advance to Unitholders.

### *Management fee rebate*

The Manager, its Distributors or sub-distributors are entitled at their sole discretion, subject to applicable laws and regulations, and without recourse or cost to the Fund or any of its Sub-Funds, to rebate all or part of the Manager's annual management charges by way of initial or renewal commission or rebate of the annual management charges, to intermediaries or to third party distributors or agents in respect of any subscriptions for, or holdings of, Units for any investors. Such rebates may be paid out of the Manager's fees, and in any event will

not be paid directly out of the assets of the Fund or its Sub-Funds.

Subject to applicable laws and regulations, rebates of annual management charges may be agreed on certain Sub-Funds at the discretion of the Manager and subject to the nature of the business provided by the third party intermediaries to end investors. The decision to offer rebates will depend on a number of factors, including but not limited to the size of the investment and the negotiated fee agreement between the client and the Manager, its Distributors or sub-distributors. The Manager, its Distributors or sub-distributors reserve the right to discontinue or amend the amount of rebates at any time.

### *Administrator and Transfer Agent*

The Administrator and Transfer Agent receives a fee from each Sub-Fund based on the relevant Sub-Fund's Net Asset Value subject to a maximum fee of 0.3% per annum and subject to an annual minimum fee to be agreed between the Manager and the Administrator and Transfer Agent (plus value added tax, if any, in each case). The fee is accrued on each Dealing Day and is paid monthly in arrears. The Administrator and Transfer Agent is also entitled to be reimbursed for all its disbursements and out-of-pocket expenses.

All such fees, disbursements and out-of-pocket expenses will be paid by the Manager on behalf of the Fund or the relevant Sub-Fund.

### *Trustee*

The annual remuneration of the Trustee, which is payable out of each Sub-Fund is based on the Net Asset Value of the relevant Sub-Fund and shall be subject to a maximum fee of 0.3% per annum, and an annual minimum fee to be agreed between the Manager and the Trustee (plus value added tax, if any), and will be retained by the Trustee out of the relevant Sub-Fund. The fee is accrued at each Dealing Day and is payable monthly in arrears.

In addition to such remuneration the Trustee is entitled to be repaid all of its disbursements, including the fees and expenses of any sub-custodian (which shall be at normal commercial rates) and which will be retained by the Trustee out of the relevant Sub-Fund and transaction charges (which shall also be at normal commercial rates) levied by the Trustee.

The Manager will pay, out of the assets of the Fund or a Sub-Fund, the fees and out of pocket expenses (where applicable) of any Paying Agent/correspondent bank which shall be calculated at normal commercial rates. Any such Paying Agent or correspondent bank will also be entitled to receive, from the Manager, transaction charges at normal commercial rates.

### *Other Fund Costs and Expenses*

The costs and expenses of establishing additional Sub-Funds and the expenses of the initial issue of Units including the costs incurred in connection with the preparation and publication of Supplements and all legal, printing and registration costs will be borne by the relevant Sub-Fund and shall be amortised over such period as described in the Supplement of the relevant Sub-Fund.

As further detailed in the Trust Deed, all fees, costs and expenses and disbursements of or incurred by the Manager and the Trustee for the Fund and its Sub-Funds in connection with the ongoing administration, compliance work and operation of the Fund and its Sub-Funds are borne by and payable out of the relevant Sub-Fund or Sub-Funds.

### **Soft Commissions**

The Manager and the Investment Managers may utilise brokers with whom soft commission arrangements are in place. A report thereon will be included in the Fund's annual and semi-annual reports to the extent that Fund brokerage commissions are utilised to satisfy any soft commission obligations. Any such arrangements will provide for Best Execution (as defined below) and any goods or services received will be of a type which assists in the provision of investment services to the Fund.

“Best Execution” means the best price the best possible result for the relevant Sub-Fund, taking into account price, costs, speed, likelihood of execution and settlement, order size and nature, or any other consideration relevant to the execution of the order.

Neither the Manager, the Investment Managers nor any of their connected persons will retain the benefit of any cash commission or rebate (being cash commission repayment made by a broker or dealer to the Manager and/or any of its connected persons) paid or payable by any such broker or dealer in respect of any business placed with such broker or dealer by the Manager, its Distributors or sub-distributors, or any of its connected persons for or on behalf of any Sub-Fund. Any such cash commission rebate received from any such broker or dealer shall be held for the account of the relevant Sub-Fund.

## MANAGEMENT AND ADMINISTRATION OF THE FUND

### Manager and Global Distributor

The Manager and Global Distributor of the Fund, PineBridge Investments Ireland Limited, is a wholly owned subsidiary of PineBridge Investments Limited which is majority owned by PCG. PCG is an Asia-based private investment group established in 1993 by Mr. Li Tzar Kai, Richard. PCG has interests in infrastructure, property and other investments mainly in the Asia-Pacific region, including Singapore, Hong Kong and Japan.

PineBridge Investments Ireland Limited is a limited liability company incorporated in Ireland on 25 May, 1989, which has an authorised share capital of USD 1,000,000 of which USD 368,513 divided into 368,513 ordinary shares of USD 1 each, are issued and fully paid up. The sole business of PineBridge Investments Ireland Limited is the management of collective investment vehicles.

PineBridge Investments Ireland Limited has been appointed to manage the Fund and each Sub-Fund pursuant to the Trust Deed and has delegated the registration, valuation and administrative functions relating to the Fund and each Sub-Fund to the Administrator and Transfer Agent. Details of the Administrator and Transfer Agent are set out below in this section under the heading "The Administrator and Transfer Agent".

The Directors of the Manager are as follows:

Eimear Cowhey  
Éilish Finan  
Michael Karpik  
Michael Sweeney

#### *Eimear Cowhey*

Ms. Cowhey (Irish Resident) has over 30 years' experience in the offshore funds industry and currently acts as a non-executive independent chairman, director and committee member of various investment fund and management boards in Dublin, Luxembourg and the U.K. From 1999 to 2006 she held various executive positions within Amundi Pioneer, including Head of Legal and Compliance and Head of International Product Development. From 1992 to 1999 she held various executive positions within Invesco Asset Management, including Managing Director, Global Fund Director and Head Legal Counsel. Ms. Cowhey is a qualified Irish lawyer and a Chartered Director accredited by the IoD (London).

Ms. Cowhey was a member of the Committee on Collective Investment Governance (CCIG) which was established by the Central Bank of Ireland in December 2013 and which issued an expert report in July 2014 on recommendations for good governance practice for investment funds.

Ms. Cowhey holds a Diploma in Accounting and Finance, Diploma in Company Direction (IoD) and a Certificate in Financial Services Law.

She is a former Council member and past Chairman of Irish Funds and is a former member of the IFSC Funds Group a joint government/industry group to advise the government of investment fund related matters. She is a founder and director of basis.point which is the Irish investment fund industry charity focused on alleviating poverty through education, particularly among the youth of Ireland.

#### *Éilish Finan*

Ms. Finan is an independent director and Chairperson of PineBridge Investments Ireland Limited. She is a Chartered Accountant and a Chartered Director with 30 years of experience in Financial Services.

Ms. Finan is a seasoned Board Director and Chairperson of credit institutions, insurance companies & asset/wealth management businesses across the European regulatory environment. Ms. Finan's current portfolio of board memberships includes Metlife Europe, PineBridge Investments Ireland, Chase Paymentech Europe, PGIM Investments Ireland and Dodge & Cox Worldwide Funds plc. Ms. Finan served on the Boards of J.P. Morgan Bank Luxembourg & J.P. Morgan Bank Ireland until Jan 2022. She is a past member of the Governing Body of Technological University Dublin. She served a four-year term on the Board of the National Asset Management Agency (NAMA) from 2009 to 2013, appointed by the Irish Minister of Finance. She has previously served on the Board of a number of other companies across banking, insurance & asset management.

Ms. Finan spent more than 17 years as an executive director and chief finance officer with AIG Global Investments, where she assumed global responsibility in finance and operations within investment and asset management businesses with an international footprint. Ms. Finan trained with KPMG as a Chartered Accountant.

Ms Finan carries a bachelor's degree in Mathematics and a degree in Electronic Engineering from Trinity College Dublin. Ms. Finan is a Chartered Director designated by the Institute of Directors of United Kingdom. She is a Chartered Accountant and an Electronic Engineer. She holds the designation of Certified Bank Director issued by The Institute of Banking in Ireland. She holds a Professional Diploma in Corporate Governance from the University College Dublin Smurfit Executive Business School.

#### *Michael Karpik*

Mr. Karpik is the Global Chief Operating Officer for PineBridge Investments responsible for overseeing global operations, finance, compliance, risk management, product management, funds, and technology functions at the firm. He has been with the firm since January 2018. Mr. Karpik has 30 years of

industry experience, most recently as EMEA CEO for State Street Global Advisors (SSGA), where he had overall responsibility for their investment management business in the region. He has significant investment, fund product, and governance experience. Prior to his role as EMEA CEO, Mr. Karpik held roles in Europe as Head of Investments, Chief Operating Officer, Head of UK, Ireland and Middle East, Global Head of Cash Investments and EMEA Head of Cash Investments. Mr. Karpik has a BS in Finance and Economics from Gannon University and is a CFA Charterholder.

#### *Michael Sweeney*

Mr. Sweeney is Managing Director of PineBridge Investments Ireland Limited since October 2019. He also joined the PBIL Board in 2019. He has responsibility for leadership and oversight of the UCITS and AIF Management Companies. Prior to joining PineBridge Investments Ireland Limited, Mr. Sweeney has held a number of senior leadership positions across a number of domestic and global businesses in the Bank of Ireland Group, inter alia; CEO of New Ireland Assurance (Interim), CEO Bank of Ireland Asset Management and CEO of Bank of Ireland Global Markets. He had also held a number of other portfolio responsibilities in the Bank of Ireland Group, including Head of Marketing, Head of Branding, Head of Sponsorships as well as Head of Wealth Management. He has a Bachelor of Commerce from University College Dublin and also holds a Diploma from the Institute of Directors UK. He is also Chairman of Zarion Software, on the Board of Make-A-Wish Charity Ireland and on the Advisory Board of LIFT Ireland. He has also been a Board Director of the Dublin Chamber of Commerce.

In addition to managing the Fund, the Manager manages the following funds:

PineBridge Alternative Investments Fund SICAV-SIF  
PineBridge Secondary Partners IV SLP  
PineBridge Secondary Partners IV Feeder SLP  
PineBridge Secondary Partners V SLP  
PineBridge Secondary Partners V Feeder SLP  
PineBridge Investments FCP RAIF  
Benson Elliot Real Estate Partners VI SCSp  
Bensell Feeder VI SCSp  
PineBridge Secondary Partners VI SLP  
PineBridge Secondary Partners VI Feeder SLP  
PineBridge Private Credit III Offshore SLP

The Directors are satisfied that no actual or potential conflict of interest arises as a result of the Manager managing the above mentioned funds. However, if any conflict of interest should arise, the Manager will ensure that it is resolved fairly in the interests of Unitholders.

No Director of the Manager has: (i) any unspent convictions in relation to indictable offences; or (ii) been bankrupt or the subject of an involuntary arrangement, or has had a receiver appointed to any asset of such Director; or (iii) been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with

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

For the purposes of this document, the address of each of the Directors is the office of the Manager.

The company secretary of the Manager is Caroline McGonagle.

#### **Directors' Interests**

- (a) No Director of the Manager has or has had any direct interest in the promotion of the Fund or in any transaction effected by the Fund which is unusual in its nature or conditions or is significant to the business of the Fund up to the date of this Prospectus or in any contracts or arrangements of the Fund subsisting at the date of this document.
- (b) No present Director of the Manager or any person connected with a Director of the Manager has any interests beneficial or non-beneficial in the listed Units.

The Manager shall have the power, on the giving of three (3) months' written notice to the Trustee, to retire in favour of some other company approved by the Trustee and the Central Bank and approved by an Extraordinary Resolution of the Unitholders. Such retirement and the appointment of a replacement manager must be approved by the Central Bank.

The Manager, on behalf of the Fund, shall act as Global Distributor of Units and provide Unitholders with Unitholder servicing and maintenance services.

The Manager, as Global Distributor, may, from time to time, appoint Distributors in accordance with the requirements of the Central Bank, to distribute on its behalf Units in one or more Classes of one or more Sub-Funds.

#### **Remuneration Policy**

The Manager has adopted a remuneration policy and practices for those categories of staff whose professional activities have a material impact on the risk profiles of the Sub-Funds which are consistent with, and promote, sound and effective risk management and that neither encourage risk taking which is inconsistent with

the risk profiles, rules or Trust Deed of the Fund nor impair compliance with the Manager's duty to act in the best interest of the Fund. Details of the actual policy may be found on [www.pinebridge.com](http://www.pinebridge.com). A paper copy will be made available free of charge on request.

### The Trustee

State Street Custodial Services (Ireland) Limited has been appointed to act as Trustee of the Fund.

The principal activity of the Trustee is to act as trustee/custodian of the assets of Collective Investment Schemes. The Trustee is regulated by the Central Bank.

The Trustee is a private limited company incorporated in Ireland on 22 May 1991. The Trustee is ultimately owned by State Street Corporation. Its authorised share capital is GBP 5,000,000 and its issued and paid up capital is GBP200,000.

### Trustee's Duties

The Trustee has been entrusted with following main duties:

- oversight of the Manager including the valuation policies and procedures;
- oversight of the subscriptions and redemptions procedures;
- monitoring of the Fund's cash;
- safe-keeping of the Fund's assets and
- oversight of certain transactions and operations relating to the Fund.

The main duties referred to in the foregoing paragraph as well as any additional duties which the Trustee has been entrusted with, are more fully described in the Trust Deed, a copy of which is available at the registered office of the Manager.

State Street Corporation is a leading world-wide specialist in providing sophisticated global investors with investment servicing and investment management. State Street is headquartered in Boston, Massachusetts, USA, and trades on the New York Stock Exchange under the symbol "STT".

The Trustee may not retire or be removed from office until a new trustee approved by the Central Bank is appointed as a replacement. If no trustee has been appointed within a period of three months from the date on which the Trustee notifies the Manager of its intention to retire or from the date on which the Manager notifies the Trustee of its desire to terminate its appointment, the Manager shall repurchase all of the Units outstanding at that time. The Fund shall be terminated and the Manager shall apply to the Central Bank for revocation of the Fund's authorisation. In such event, the Trustee shall not retire until the Fund's authorisation has been revoked by the Central Bank.

The Trustee is liable for any loss suffered by the Fund or the Unitholders as a result of the Trustee's negligent or

intentional failure to properly fulfil its obligations under the Regulations. In the event of the loss of a financial instrument held in custody, the Trustee must immediately return a financial instrument of identical type or the corresponding amount to the Fund. In the case of such a loss, the liability is strict: the Trustee may avoid liability only in the case of an external event beyond the reasonable control of the Trustee, the consequences of which are unavoidable despite all reasonable efforts to the contrary. The fulfilment of these conditions should be proven by the Trustee in order for it to be discharged of liability.

### Delegation

The Trustee has full power to delegate the whole or any part of its custodial functions but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. In order to discharge its liability with respect to third parties, the Trustee must exercise care and diligence in choosing and appointing a third party as a safekeeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned and must maintain an appropriate level of supervision over safekeeping agents and make appropriate enquiries from time to time to confirm that the obligations of the agent continue to be competently discharged. The Trustee may not delegate its fiduciary duties.

The Trustee has delegated its custodial functions to State Street Bank and Trust Company who have a global custody network.

### Conflicts of Interest

Conflicts of interest may arise for the Trustee or its delegates where the Trustee or its delegates

- is likely to make a financial gain, or avoid a financial loss at the expense of the Fund or its investors;
- has an interest in the outcome of a service or an activity provided to the Fund or of a transaction carried out on behalf of the Fund which is distinct from the Fund's interest;
- has a financial or other incentive to favour the interest of another client or group of clients over the interests of the Fund;
- carries on the same activities for the Fund and for other clients that adversely affect the Fund; or
- is in receipt of inducement in the form of monies, good or services other than the standard commission or fee for that service.

Up-to-date information on the Trustee, its duties, any conflicts that may arise, the safe-keeping functions delegated by the Trustee, the list of delegates and sub-delegates and any conflicts of interest that may arise from such a delegation will be made available to investors on request.

### The Administrator and Transfer Agent

The Manager has appointed State Street Fund Services (Ireland) Limited as a delegate to act as Administrator and Transfer Agent of the Fund and each Sub-Fund.

The principal activity of the Administrator and Transfer Agent is to act as administrator for Collective Investment Schemes. The Administrator and Transfer Agent is regulated by the Central Bank.

The Administrator and Transfer Agent is responsible for performing the day to day administration of the Fund and for providing fund accounting for the Fund, including the calculation of the Net Asset Value and the Net Asset Value per Class Unit, and for providing registration, transfer agency and related services to the Fund.

The Administrator and Transfer Agent is a private limited company incorporated in Ireland on 23 March 1992 and is ultimately owned by State Street Corporation. The authorised share capital of the Administrator and Transfer Agent is GBP5,000,000 with an issued and paid up share capital of GBP350,000.

Under the Administration Agreement the Administrator and Transfer Agent is not liable for any loss of any nature whatsoever suffered by the Unitholders, the Fund or its Sub-Funds or the Manager or any person in connection with the performance of its obligations under the Administration Agreement except where that loss results directly from fraud, negligence, wilful default, or recklessness on the part of the Administrator and Transfer Agent in the performance of its obligations and duties under the Administration Agreement. The Administrator and Transfer Agent shall not be liable for any indirect, special or consequential loss.

### Investment Managers

The Manager has appointed the following Investment Managers listed below as delegates, which are member companies of PineBridge Investments. PineBridge Investments provides investment advice and markets asset management products and services to its clients around the world. It operates as a multi-strategy investment manager with 25 offices serving investors worldwide, with USD 143.1 billion in assets under management as of 31 December 2022. PineBridge Investments is a leading asset manager with long-term track records across listed equity, fixed income and alternative investments strategies, and a rich heritage managing assets for one of the world's largest insurance and financial services companies.

Each Supplement provides which investment manager is managing and/or co-managing the assets of the respective Sub-Fund.

PineBridge Investments LLC is based at c/o CSC, 251 Little Falls Drive, Wilmington, Delaware 19808, USA (registered address) and Park Avenue Tower, 65 East 55<sup>th</sup> Street New York, New York 10022 (business address). PineBridge Investments LLC is a US based investment manager regulated by the Securities and Exchange Commission and is a wholly owned subsidiary

of PineBridge Investments L.P.

PineBridge Investments Asia Limited, is based at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (registered address) and Suite 1411, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong (business address) and is regulated by the Securities and Futures Commission. PineBridge Investments Asia Limited which is a member company of PineBridge Investments, is incorporated in Bermuda and based in Hong Kong and is a wholly owned subsidiary of PineBridge Investments L.P. and is also a member company of PineBridge Investments.

PineBridge Investments Asia Limited has appointed PineBridge Investments Japan Co., Ltd. as Sub-Investment Manager to manage PineBridge Asia Dynamic Asset Allocation Fund, PineBridge Global Dynamic Asset Allocation Fund and PineBridge Japan Equity Fund.

PineBridge Investments Asia Limited has appointed PineBridge Investments Singapore Limited as Sub-Investment Manager to manage PineBridge Asia Dynamic Asset Allocation Fund, PineBridge Asia Pacific Investment Grade Bond Fund, PineBridge Global Dynamic Asset Allocation Fund, PineBridge Global Dynamic Preservation Plus Fund, PineBridge Asia ex Japan Equity Fund, PineBridge Asian High Yield Total Return Bond Fund and PineBridge Asia ex Japan Small Cap Equity Fund.

PineBridge Investments Japan Co., Ltd. is based at JA Building, 3-1, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-6813, Japan and is regulated by the Financial Services Agency of Japan. The Investment Manager is a company incorporated under the laws of Japan on 17 November 1986.

PineBridge Investments Europe Limited is based at One Bedford Avenue, London, WC1B 3AU, United Kingdom and is authorised and regulated by the United Kingdom Financial Conduct Authority (the "FCA") in the conduct of its investment business. PineBridge Investments Europe Ltd. is a London based investment management company which is a wholly owned subsidiary of PineBridge Investments L.P.

PineBridge Investments Singapore Limited is based at One George Street, 1 George Street, Unit 21-06, Singapore and is regulated by the Monetary Authority of Singapore and is a wholly owned subsidiary of PineBridge Investments L.P.

The Investment Managers have the responsibility for the investment management, on a discretionary basis, of the assets of Sub-Funds where indicated in the respective Supplement. The Investment Managers may from time to time, with the approval of the Manager and approval of, or notification to, the Central Bank, appoint Sub-Investment Managers, Investment Advisers or sub-investment advisers in respect of any Sub-Fund.



## Paying Agents

Local laws/regulations in EEA Member States may require the appointment of paying agents/representatives/distributors/correspondent banks and maintenance of accounts by such paying agents through which subscription and redemption monies or distributions may be paid. Unitholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or distributions via an intermediate entity rather than directly to the Administrator and Transfer Agent (e.g. a paying agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Administrator and Transfer Agent for the account of the Trust or the relevant Fund and (b) redemption monies payable by such intermediate entity to the relevant Unitholder. Fees and expenses of paying agents appointed by the Manager on behalf of the Fund or a Sub-Fund which will be at normal commercial rates will be borne by the Fund or the relevant Sub-Fund in respect of which a paying agent has been appointed.

## TAXATION

The following does not purport to deal with all of the tax consequences applicable to the Fund or to all categories of investors, some of whom may be subject to special rules. Unitholders and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of the Units under the laws of their country of incorporation, establishment, citizenship, residence or domicile, and in the light of their particular circumstances.

The following statements on taxation are based on advice received by the Manager regarding the law and practice in force in Ireland at the date of this Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Fund will endure indefinitely.

### Irish Taxation

The Manager has been advised that on the basis that the Fund is resident in Ireland for taxation purposes the taxation position of the Fund and the Unitholders is as set out below.

### The Fund

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

The Fund shall be regarded as resident in Ireland for tax purposes if the Trustee of the Fund is regarded as tax resident in Ireland. It is the intention of the Manager that the business of the Fund will be conducted in such a manner as to ensure that it is Irish resident for tax purposes.

The Manager has been advised that the Fund qualifies as an investment undertaking as defined in Section 739B of the Taxes Act. Under current Irish law and practice, it is not chargeable to Irish tax on its income and gains.

However, tax can arise on the happening of a Chargeable Event in the Fund. A Chargeable Event includes any distribution payments to Unitholders or any repurchase, redemption, cancellation, transfer or deemed disposal (a deemed disposal will occur at the expiration of a Relevant Period) of Units or the appropriation or cancellation of Units of a Unitholder by

the Fund for the purposes of meeting the amount of tax payable on a gain arising on a transfer.

No tax will arise on the Fund in respect of Chargeable Events in respect of a Unitholder who is neither Irish Resident nor Irish Ordinary Resident at the time of the Chargeable Event or in relation to an Exempt Irish Investor provided that a Relevant Declaration is in place and the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of a Relevant Declaration or the Fund satisfying and availing of equivalent measures (see paragraph headed "Equivalent Measures" below) there is a presumption that the investor is Irish Resident or Irish Ordinary Resident.

A Chargeable Event does not include:-

- An exchange by a Unitholder, effected by way of an arm's length bargain where no payment is made to the Unitholder, of Units in the Fund for other Units in the Fund;
- Any transactions (which might otherwise be a Chargeable Event) in relation to units held in a recognised clearing system as designated by order of the Irish Revenue Commissioners;
- A transfer by a Unitholder of the entitlement to a Unit where the transfer is between spouses and former spouses, subject to certain conditions;
- An exchange of Units arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the Fund with another investment undertaking; or
- An exchange of Units arising on a scheme of amalgamation (within the meaning of Section 739D(8C) of the Taxes Act), subject to certain conditions.

If the Fund becomes liable to account for tax if a Chargeable Event occurs, the Fund shall be entitled to deduct from the payment arising on a Chargeable Event an amount equal to the appropriate tax and/or where applicable, to appropriate or cancel such number of Units held by the Unitholder or the beneficial owner of the Units as are required to meet the amount of tax. The relevant Unitholder shall indemnify and keep the Fund indemnified against loss arising to the Fund by reason of the Fund becoming liable to account for tax on the happening of a Chargeable Event if no such deduction, appropriation or cancellation has been made.

The Fund will not have to deduct tax ("exit tax") in respect of this deemed disposal where the value of the chargeable Units (i.e. those Units held by Unitholders to whom the declaration procedures do not apply) in the Fund is less than 10% of the value of the total Units in the Fund and the Fund has made an election to report certain details in respect of each Irish Resident Unitholder to the Irish Revenue Commissioners in each year that the de minimus limit applies. In such a situation the obligation to account for the tax on any gain arising on a deemed disposal will be the responsibility of the Unitholder on a self-assessment basis ("self-

assessors") as opposed to the Fund (or their service providers). The Fund is deemed to have made the election to report once it has advised the Irish Resident Unitholders in writing that it will make the required report.

Unitholders should contact the Manager on behalf of the Fund to ascertain whether the Fund has made such an election in order to establish their responsibilities to account for Irish tax. Credit is available against appropriate tax relating to a Chargeable Event for appropriate tax paid by the Fund or the Unitholder on any previous deemed disposal. On the eventual disposal by the Unitholder of their Units, a refund of any unutilised credit will be payable. In the case of Units held in a recognised clearing system, the Unitholders may have to account for the appropriate tax arising at the end of a relevant period on a self-assessment basis.

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

### **Equivalent Measures**

The Taxes Act provides for measures commonly referred to as equivalent measures to amend the rules with regard to Relevant Declarations. The position prior to the Act was that no tax would arise on an investment undertaking with regard to Chargeable Events in respect of a Unitholder who was neither Irish Resident nor Ordinarily Resident in Ireland at the time of the Chargeable Event, provided that a Relevant Declaration was in place and the investment undertaking was not in possession of any information which would reasonably suggest that the information contained therein was no longer materially correct. In the absence of a Relevant Declaration there was a presumption that the investor was Irish Resident or Ordinarily Resident in Ireland. The Act however contained provisions that permit the above exemption in respect of Unitholders who are not Irish Resident nor Ordinarily Resident in Ireland to apply where the investment undertaking is not actively marketed to such investors and appropriate equivalent measures are put in place by the investment undertaking to ensure that such Unitholders are not Irish Resident nor Ordinarily Resident in Ireland and the investment undertaking has received approval from the Revenue Commissioners in this regard.

### **Unitholders Tax**

#### **Units which are held in a Recognised Clearing System**

Any payments to a Unitholder or any encashment, redemption, cancellation or transfer of Units held in a Recognised Clearing System should not give rise to a Chargeable Event in the Fund. Thus the Fund should not have to deduct any Irish taxes on such payments

regardless of whether they are held by Unitholders who are Irish Residents or Ordinarily Resident in Ireland, or whether a non-resident Unitholder has made a Relevant Declaration. However, Unitholders who are Irish Resident or Ordinarily Resident in Ireland or who are not Irish Resident or Ordinarily Resident in Ireland but whose Units are attributable to a branch or agency in Ireland may still have a liability to account for Irish tax on a distribution or encashment, redemption or transfer of their Units.

To the extent any Units are not held in a recognised clearing system at the time of a Chargeable Event, the following tax consequences will typically arise on a Chargeable Event.

#### **Unitholders who are neither Irish Residents nor Ordinarily Resident in Ireland**

The Fund will not have to deduct tax on the occasion of a Chargeable Event in respect of a Unitholder if (a) the Unitholder is neither Irish Resident nor Irish Ordinary Resident, (b) the Fund is in possession of a Relevant Declaration to the effect that the Unitholder is not Irish Resident or Irish Ordinary Resident and (c) the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of either a Relevant Declaration (provided in a timely manner) or the Fund satisfying and availing of equivalent measures (see paragraph on "Equivalent Measures" above) tax will arise on the happening of a Chargeable Event in the Fund regardless of the fact that a Unitholder is neither Irish Resident nor Irish Ordinary Resident. The appropriate tax that will be deducted is as described below.

To the extent that a Unitholder is acting as an Intermediary on behalf of persons who are neither Irish Resident nor Irish Ordinary Resident, no tax will have to be deducted by the Fund on the occasion of a Chargeable Event provided that the Intermediary has made a Relevant Declaration that he/she is acting on behalf of such persons and the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

Unitholders who are neither Irish Residents nor Irish Ordinary Residents will not be liable to Irish tax in respect of income from their Units and gains made on the disposal of their Units provided that the Fund is in possession of Relevant Declarations in relation to those Unitholders and in respect of whom the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct, or the Fund has satisfied and availed of the equivalent measures. However, any corporate Unitholder which is not Irish Resident and which holds Units directly or indirectly by or for a trading branch or agency in Ireland will be liable to Irish tax on income from their Units or gains made on disposals of the Units.

Where tax is withheld by the Fund Irish legislation provides for a refund of tax only to companies within the charge to Irish corporation tax, to certain incapacitated persons and in certain other limited circumstances.

### **Unitholders who are Irish Residents or Ordinarily Resident in Ireland**

Where a Unitholder is resident (or ordinarily resident) in Ireland for Irish tax purposes and is not an Exempt Irish Investor (see below), the Fund will deduct Irish tax on distributions, redemptions and transfers and, additionally, on 'eighth anniversary' events, as described below.

#### *Distributions by the Fund*

If the Fund pays a distribution to a non-exempt Unitholder who is Irish Resident or Irish Ordinarily Resident, the Fund will deduct Irish tax from the distribution. The amount of Irish tax deducted will be:

1. 25% of the distribution, where the distributions are paid to a Unitholder who is a company which has made the appropriate declaration for the 25% rate to apply; and
2. 41% of the distribution, in all other cases.

The Fund will pay this deducted tax to the Irish Revenue Commissioners.

Generally, a Unitholder will have no further Irish tax liability in respect of the distribution. However, if the Unitholder is a company for which the distribution is a trading receipt, the gross distribution (including the Irish tax deducted) will form part of its taxable income for self-assessment purposes and the Unitholder may set off the deducted tax against its corporation tax liability.

#### *Redemptions and Transfers of Units*

If the Fund redeems Units held by a non-exempt Unitholder who is Irish Resident or Irish Ordinarily Resident, the Fund will deduct Irish tax from the redemption payment made to the Unitholder. Similarly, if such an Irish Resident or Irish Ordinarily Resident Unitholder transfers (by sale or otherwise) an entitlement to Units, the Fund will account for Irish tax in respect of that transfer. The amount of Irish tax deducted or accounted for will be calculated by reference to the gain (if any) which has accrued to the Unitholder on the Units being redeemed or transferred and will be equal to:

1. 25% of such gain, where the Unitholder is a company which has made the appropriate declaration for the 25% rate to apply; and
2. 41% of the gain, in all other cases.

The Fund will pay this deducted tax to the Irish Revenue Commissioners. In the case of a transfer of Units, to fund this Irish tax liability the Fund may appropriate or

cancel other Units held by the Unitholder. This may result in further Irish tax becoming due.

Generally, a Unitholder will have no further Irish tax liability in respect of the redemption or transfer. However, if the Unitholder is a company for which the redemption or transfer payment is a trading receipt, the gross payment (including the Irish tax deducted) less the cost of acquiring the Units will form part of its taxable income for self-assessment purposes and the Unitholder may set off the deducted tax against its corporation tax liability.

If Units are not denominated in Euro, a Unitholder may be liable (on a self-assessment basis) to Irish capital gains taxation on any currency gain arising on the redemption or transfer of the Units.

#### *Eighth Anniversary' Events*

If a non-exempt Unitholder who is Irish Resident or Irish Ordinarily Resident does not dispose of Units within eight years of acquiring them, the Unitholder will be deemed for Irish tax purposes to have disposed of the Units on the eighth anniversary of their acquisition (and any subsequent eighth anniversary). On such deemed disposal, the Fund will account for Irish tax in respect of the increase in value (if any) of those Units over that eight year period. The amount of Irish tax accounted for will be equal to:

1. 25% of such increase in value, where the Unitholder is a company which has made the appropriate declaration for the 25% rate to apply; and
2. 41% of the increase in value, in all other cases.

The Fund will pay this tax to the Irish Revenue Commissioners. To fund the Irish tax liability, the Fund may appropriate or cancel Units held by the Unitholder. However, if less than 10% of the Units (by value) in the relevant Sub-Fund are held by a non-exempt Unitholder who is Irish Resident or Irish Ordinarily Resident, the Fund may elect not to account for Irish tax on this deemed disposal. To claim this election, the Fund must:

1. confirm to the Irish Revenue Commissioners, on an annual basis, that this 10% requirement is satisfied and provide the Irish Revenue Commissioners with details of any non-exempt Unitholder who is Irish Resident or Irish Ordinarily Resident (including the value of their Units and their Irish tax reference numbers); and
2. notify any non-exempt Unitholder who is Irish Resident or Irish Ordinarily Resident that the Fund is electing to claim this exemption.

If the exemption is claimed by the Fund, any non-exempt Unitholder who is Irish Resident or Irish Ordinarily Resident must pay to the Irish Revenue Commissioners on a self-assessment basis the Irish tax which would

otherwise have been payable by the Fund on the eighth anniversary (and any subsequent eighth anniversary).

Any Irish tax paid in respect of the increase in value of Units over the eight year period may be set off on a proportionate basis against any future Irish tax which would otherwise be payable in respect of those Units and any excess may be recovered on an ultimate disposal of the Units.

### Share Exchanges

Where a Unitholder exchanges Units on arm's length terms for other Units in the Fund or for Units in another Sub-Fund of the Fund and no payment is received by the Unitholder, the Fund will not deduct Irish tax in respect of the exchange.

### Exempt Irish Investors

Where a Unitholder is resident (or ordinarily resident) in Ireland for Irish tax purposes and falls within any of the categories listed in section 739D(6) of the Taxes Act, the Fund will not deduct Irish tax in respect of the Unitholder's Units once the Relevant Declaration set out in the application form accompanying this Prospectus has been received by the Fund confirming the Unitholder's exempt status.

The categories listed in section 739D(6) of the Taxes Act can be summarised as follows:

1. Pension schemes (within the meaning of section 774, section 784 or section 785 of the Taxes Act).
2. Companies carrying on life assurance business (within the meaning of section 706 of the Taxes Act).
3. Investment undertakings (within the meaning of section 739B of the Taxes Act).
4. Investment limited partnerships (within the meaning of section 739J of the Taxes Act).
5. Special investment schemes (within the meaning of section 737 of the Taxes Act).
6. Unauthorised unit trust schemes (to which section 731(5)(a) of the Taxes Act applies).
7. Charities (within the meaning of section 739D(6)(f)(i) of the Taxes Act).
8. Qualifying managing companies (within the meaning of section 734(1) of the Taxes Act).
9. Specified companies (within the meaning of section 734(1) of the Taxes Act).
10. Qualifying fund and savings managers (within the meaning of section 739D(6)(h) of the Taxes Act).
11. Personal Retirement Savings Account (PRSA) administrators (within the meaning of section 739D(6)(i) of the Taxes Act).
12. Irish credit unions (within the meaning of section 2 of the Credit Union Act 1997).
13. The National Asset Management Agency.
14. The National Treasury Management Agency or a Fund Investment Vehicle (within the meaning of section 37 of the National Treasury Management Agency (Amendment) Act 2014) of which the Minister for Finance is the sole beneficial owner, or

Ireland acting through the National Treasury Management Agency.

15. The Motor Insurers' Bureau of Ireland in respect of an investment made by it of moneys paid to the Motor Insurers Insolvency Compensation Fund under the Insurance Act 1964 (amended by the Insurance (Amendment) Act 2018).
16. Qualifying companies (within the meaning of section 110 of the Taxes Act).
17. Any other person resident in Ireland who is permitted (whether by legislation or by the express concession of the Irish Revenue Commissioners) to hold Units in the Fund without requiring the Fund to deduct or account for Irish tax.

Irish resident Unitholders who claim exempt status will be obliged to account for any Irish tax due in respect of Units on a self-assessment basis.

If this Relevant Declaration is not received by the Fund in respect of a Unitholder, the Fund will deduct Irish tax in respect of the Unitholder's Units as if the Unitholder was Irish Resident or Irish Ordinarily Resident (see above). A Unitholder will generally have no entitlement to recover such Irish tax, unless the Unitholder is a company within the charge to Irish corporation tax and in certain other limited circumstances.

The Exempt Irish Investor must notify the Fund if it ceases to be an Exempt Irish Investor. Exempt Irish Investors in respect of whom the Fund is not in possession of a Relevant Declaration will be treated by the Fund as if they are not Exempt Irish Investors.

### Personal Portfolio Investment Undertaking ("PPIU")

The Taxes Act contains provisions regarding the taxation of Irish Resident individuals or Irish Ordinary Resident individuals who hold units in investment undertakings. These provisions introduced the concept of an PPIU. Essentially, an investment undertaking will be considered a PPIU in relation to a specific investor where that investor can influence the selection of some or all of the property held by the investment undertaking. Depending on individual circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will only be a PPIU in respect of those individuals who can "influence" selection. Any gain arising on a Chargeable Event in relation to an investment undertaking which is a PPIU in respect of an individual that gave rise to the Chargeable Event, will be taxed at the rate of 60% (80% where details of the payment/disposal are not correctly included in the individual's tax return). Specific exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking. Further restrictions may be required in the case of investments in land or unquoted shares deriving their value from land.

For the avoidance of doubt the above PPIU provisions are not relevant for Unitholders who are (i) neither Irish Resident nor Irish Ordinary Resident or (ii) Exempt Irish

Investors, provided in both cases a Relevant Declaration is in place and that the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

### Capital Acquisitions Tax

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

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

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

### Stamp Duty

Generally no stamp, documentary, transfer or registration tax is payable in Ireland on the issue, sale, transfer, repurchase redemption, cancellation of or subscription of Units in the Fund on the basis that the Fund qualifies as an investment undertaking within the meaning of S739B of the Taxes Act. Where any subscription for or redemption of Units is satisfied by the in specie transfer of securities, property or other types of assets, Irish stamp duty may arise on the transfer of such assets.

### German Investment Tax Act

The Manager aims to manage the Sub-Funds listed below in accordance with the so-called partial exemption regime for equity funds under Section 20, paragraph 1 of the German Investment Tax Act 2018. Notwithstanding any other provision in this Prospectus, the partial exemption regime will apply to each of the Sub-Funds investing (i) at least 51% on an ongoing basis through the whole business year directly into equities of corporations which are admitted for trading at a recognised stock exchange or are listed on an organised market ("Equity Funds") and/or (ii) at least 25% on an

ongoing basis through the whole business year directly into equities of corporations which are admitted for trading at a recognised stock exchange or are listed on an organised market ("Mixed Funds"):

Equity Funds: PineBridge US Research Enhanced Core Equity Fund, PineBridge Asia ex Japan Equity Fund, PineBridge Asia ex Japan Small Cap Equity Fund, PineBridge Emerging Europe Equity Fund, PineBridge Europe Research Enhanced Equity Fund, PineBridge Europe Small Cap Equity Fund, PineBridge Global Emerging Markets Focus Equity Fund, PineBridge Global Focus Equity Fund, PineBridge Greater China Equity Fund, PineBridge India Equity Fund, PineBridge Japan Equity Fund, PineBridge Japan Small Cap Equity Fund, PineBridge Latin America Equity Fund and PineBridge US Large Cap Research Enhanced Fund.

Mixed Funds: PineBridge Global Dynamic Asset Allocation Fund.

### European Union Taxation of Savings Income Directive

Dividends and other distributions made by the Fund, together with payment of the proceeds of sale and/or redemption of Units in the Fund, may in future (depending on the investment portfolio of the Fund and the location of the paying agent – the definition of a paying agent for the purposes of the Savings Directive is not necessarily the same person who may legally be regarded as the paying agent) be subject to the exchange of information regime or withholding tax imposed by EU Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments. If a payment is made to a Unitholder who is an individual resident in a Member State of the European Union (or a "residual entity" established in a Member State) by a paying agent resident in another Member State (or in certain circumstances the same Member State of the Unitholder) then the Directive may apply. The Directive applies to payments of "interest" (which may include distributions or redemption payments by collective investment funds) or other similar income made on or after 1 July 2005. Applicants for Units in the Fund will be requested to provide certain information as required under the Directive.

For the purposes of the Directive, interest payments include income distributions made by certain collective investment funds (in the case of EU domiciled funds, the Directive currently only applies to UCITS), to the extent that the fund has invested more than 15% of its assets directly or indirectly in interest bearing securities and income realised upon the sale, repurchase or redemption of fund units to the extent that the fund has invested 25% of its assets directly or indirectly in interest bearing securities.

Ireland has implemented the directive into national law. Any Irish paying agent making an interest payment on behalf of the Fund to an individual, and certain residual entities defined in the Taxes Acts, resident in another relevant territory may have to provide details of the payment to the Irish Revenue Commissioners who in

turn will provide such information to the competent authorities of the Relevant Territory of residence of the individual or residual entity concerned.

On the 24<sup>th</sup> March 2014, the Council of the European Union formally adopted a directive amending the EU Savings Directive (2003/48/EC). The amended Directive which amongst other things will extend the scope of the Directive to AIFs (currently AIFs are regarded as falling outside the scope of the Directive). The rationale behind the extension of the Directive is to ensure a level playing field between all investment funds irrespective of their legal structure.

The amendments will, inter alia, (i) broaden the scope of the directive to include all types of regulated investment funds (in practice, this means that AIFs will be covered by the amended Directive) (ii) extend the scope of the Directive to payments made through certain Non-EU intermediate structures for the ultimate benefit of an EU resident individual and (iii) include certain EU entities and legal arrangements which are not subject to effective taxation within the definition of a "residual entity" and (iv) expand the definition of interest to cover other income substantially equivalent to interest.

The Member States will have until January 2016 to adopt the national legislation necessary to comply with the Directive and implementation is expected from 2017.

## FATCA

The Foreign Account Tax Compliance Act ("**FATCA**") enacted by the United States ("**US**") strengthens the information reporting and compliance regimes with respect to Specified US persons who have financial assets outside of the US or who have accounts with non-US financial institutions to ensure they are paying the correct amount of US tax.

Under FATCA, a non-US Fund ("**Fund**"), with certain characteristics that causes it to be classified as a foreign financial institution ("**FFI**") under FATCA and that invests directly or indirectly into the US, will be subject to a withholding tax of 30% on certain payments to the Fund of US source income, including US source fixed and determinable annual periodical income ("**FDAP**") (e.g. dividends and interest) and gross proceeds from the sale or disposition of property that can produce US source interest or dividends, unless the FFI enters into an agreement ("**FFI agreement**") with the US Internal Revenue Service ("**IRS**") or, alternatively, the FFI is located in a IGA country (please see below). An FFI agreement will impose obligations on the FFI including disclosure of certain information about US investors directly to the IRS and the imposition of withholding tax in the case of non-compliant investors. For these purposes the Fund would fall within the definition of a FFI for the purposes of FATCA.

In recognition of both the fact that the stated policy objective of FATCA is to achieve reporting (as opposed to being solely the collecting of withholding tax) and the

difficulties which may arise in certain jurisdictions with respect to compliance with FATCA by FFIs, the US has developed an intergovernmental approach to the implementation of FATCA. In this regard the Irish and US Governments signed an intergovernmental agreement ("**Irish IGA**") on the 21<sup>st</sup> December 2012 and provision was included in Finance Act 2013 for the implementation of the Irish IGA which also permits regulations to be made by the Irish Revenue Commissioners with regard to registration and reporting requirements arising from the Irish IGA. In this regard, the Revenue Commissioners (in conjunction with the Department of Finance) have issued Regulations - S.I. No. 292 of 2014 effective from 1 July 2014.

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

Under the Irish IGA, FFIs should generally not be required to apply 30% withholding tax. To the extent the Fund suffers US withholding tax on its investments as a result of FATCA, the Directors may take any action in relation to an investor's investment in the Fund to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information or become a participating FFI gave rise to the withholding.

The Manager on behalf of the Fund (or any nominated service provider) shall be entitled to require Unitholders to provide any information regarding their tax status, identity or residency in order to satisfy any reporting requirements which the Fund may have as a result of the IGA or any legislation promulgated in connection with the agreement and investors will be deemed, by their Unitholding to have authorized the automatic disclosure of such information by the Fund (or any nominated service provider) or any other person to the relevant tax authorities.

The Manager on behalf of the Fund (or any nominated service provider) will agree that information (including the identity of any Unitholder) supplied for purposes of FATCA compliance is intended for the Funds (or any nominated service provider) use for purposes of satisfying FATCA requirements and the Manager on behalf of the Fund (or any nominated service provider) will agree, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the Manager on behalf of the Fund may disclose such information (i) to its officers, directors, agents and advisors, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving FATCA compliance, (iii) to any person with the consent of the applicable Unitholder, or (iv) as otherwise

required by law or court order or on the advice of its advisors.

While the Manager will attempt to satisfy any obligations imposed on the Fund to avoid the imposition of the FATCA withholding tax, no assurance can be given that the Manager will be able to satisfy these obligations. If the Fund becomes subject to a withholding tax as a result of the FATCA regime, the value of the Units held by Unitholders may suffer material losses.

Each prospective investor should consult their own tax advisor regarding application of FATCA to this investment and the documentation that may need to be provided to the Fund. Such documentation may include (i) information in order to ascertain the citizenship, residency, ownership, tax status, business or control (both direct and indirect) of any Applicant or Unitholder and (ii) self-certification or alternative or successor tax authority forms with conduct of a U.S. trade or business or any successors to such IRS forms. In addition, the Manager, the Trustee or the Administrator and Transfer Agent acting on behalf of the Fund may require certification, verification and other relevant information acceptable to it or otherwise required of any one of them under any applicable jurisdiction's laws, including but not limited to a waiver of any non-U.S. law which may prevent the reporting of such certification, verification and other relevant information, to enable the Fund to qualify for a reduced rate of withholding in any jurisdiction from or through which the Fund receives payments on its assets or to comply with any reporting obligations it may have to any taxing authority.

The above referred to certification and any other information, documentation or verification shall be provided (i) as a condition to the payment on any Units without, or at a reduced rate of, U.S. withholding or backup withholding tax where applicable, and (ii) to enable the Manager, the Trustee and the Administrator and Transfer Agent to determine their duties and liabilities with respect to any taxes or other charges that they may be required to pay, deduct or withhold from payments in respect of such Units or the holder of such Units under any present or future law or regulation of the United States or any present or future law or regulation of any political subdivision thereof or taxing authority therein or to comply with any reporting or other requirements under any such law or regulation, including but not limited to any applicable provisions of FATCA (as defined below), as may be amended from time to time.

### **Common Reporting Standard**

The Common Reporting Standard ("CRS") approved by the Organization for Economic Cooperation and Development ("OECD") strengthens the information reporting and compliance regimes with respect to CRS participating jurisdictions. As of 17 December 2015, more than 90 jurisdictions have committed to exchanging information under CRS, with 60 countries enacting CRS on 1 January 2016. Under CRS, a Fund domiciled in a CRS participating jurisdiction ("Fund") will

be required to comply with CRS which includes requiring the Fund to perform due diligence on its investors and potentially report information on reportable persons to local jurisdictions participating in CRS.

Ireland has committed to the early adoption of CRS (with the first data exchanges taking place in September 2017) and legislation to implement the CRS was introduced in the Finance Act 2014 by inserting Section 891F of the Taxes Consolidation Act 1997. CRS regulations are expected to be released shortly by the Irish Tax Authorities.

The Irish Regulations will set forth the requirements and compliance process for the Fund. Information relating to reportable investors will be provided on an annual basis by each Fund directly to the Irish Revenue Commissioners, who will then provide such information to the relevant participating CRS jurisdictions.

The Manager on behalf of the Fund (or any nominated service provider) shall be entitled to require Applicants or Unitholders to provide any information regarding their tax status, identity or tax residency in order to satisfy any reporting requirements which the Fund may have as a result of CRS or any legislation promulgated in connection with CRS. Investors will be deemed, by their Unit holding to have authorized the automatic disclosure of such information by the Fund (or any nominated service provider) or any other person to the relevant tax authorities. In addition, the Manager on behalf of the Fund (or any nominated service provider) may require certification, verification and other relevant information acceptable to it or otherwise required of him under any CRS applicable jurisdiction's laws, including but not limited to a waiver of any non-US law which may prevent the reporting of such certification, verification and other relevant information, to enable the Fund to comply with any reporting obligations it may have to any taxing authority. Investors will be deemed to update or replace any form or certification in accordance with its terms or its subsequent amendments.

The Manager on behalf of the Fund (or any nominated service provider) will agree that information (including the identity of any Unitholder) supplied for purposes of CRS compliance is intended for the Funds (or any nominated service provider) use for purposes of satisfying CRS requirements and the Manager on behalf of the Fund (or any nominated service provider) will agree, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the Manager on behalf of the Fund may disclose such information (i) to its officers, directors, agents and advisors, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving CRS compliance, (iii) to any person with the consent of the applicable Unitholder, or (iv) as otherwise required by law or court order or on the advice of its advisors.

Each Applicant or Unitholder shall indemnify and hold harmless the Indemnified Parties from and against any damage, loss, expense or liability including any liability



for taxes, penalties, additions to tax, interest or related out- of pocket expenses arising out of its failure to comply with any such request made by such parties or the applicable reporting requirements under FATCA or CRS. The right to claim under the indemnity shall be exercised by the Indemnified Parties in good faith and only on reasonable grounds, and it is not the intention of the Indemnified Parties to apply or exercise any withholding, set-off or rights of deductions pursuant to the afore-referenced provisions, save to the extent permitted by any applicable laws and regulations.

**EACH UNITHOLDER SHOULD CONSULT A TAX ADVISER AS TO HIS OR HER OWN TAX POSITION.**

## GENERAL INFORMATION

### Publication of Price of Units

Except where the issue and redemption of Units has been temporarily suspended, in the circumstances described in the section of this Prospectus headed "Temporary Suspension of the Determination of the Value of a Sub-Fund and the Issue and Redemption of Units", the Net Asset Value per Unit of each Sub-Fund will be made public at the address of the Administrator and Transfer Agent and will be published, in respect of each Dealing Day, at the following website address: [www.pinebridge.com](http://www.pinebridge.com) and at such other sources as the Directors may deem appropriate.

### Notices to Unitholders

Any Notices required to be sent to Unitholders may be sent either by post to the address of each Unitholder, or the first named of joint Unitholders on the relevant register of Unitholders or to the most recently available facsimile number of any such Unitholder or by electronic mail.

### Meetings

The Trustee or the Manager may convene a meeting of Unitholders of a Sub-Fund at any time. The Manager must convene such a meeting if requested to do so by the holders of not less than seventy-five per cent (75%) in aggregate of the Units in issue (excluding Units held by the Manager) of the relevant Sub-Fund.

All business transacted at a meeting of Unitholders duly convened and held shall be by way of extraordinary resolution unless otherwise provided in the notice convening the meeting.

Not less than twenty one (21) days' notice of every meeting must be given to Unitholders. The notice shall specify the place, day and hour of meeting and the terms of the resolution to be proposed. A copy of the notice shall be sent by post to the Trustee unless the meeting shall be convened by the Trustee. A copy of the notice shall be sent by post to the Manager unless the meeting shall be convened by the Manager. The accidental omission to give notice to or the non-receipt of notice by any of the Unitholders shall not invalidate the proceedings at any meeting.

The quorum shall be Unitholders present in person or by proxy holding or representing at least one tenth in number of the Units for the time being in issue of the relevant Sub-Fund. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

At any meeting (a) on a show of hands every Unitholder who is present in person or by a proxy shall have one vote and (b) on a poll every Unitholder who is present in person or by proxy shall have one vote for every Unit of which he is the Unitholder.

With regard to the respective rights and interests of Unitholders in different Sub-Funds the foregoing provisions shall have effect subject to the following modifications:

- (a) a resolution which in the opinion of the Manager affects one Sub-Fund only shall be deemed to have been duly passed if passed at a separate meeting of the Unitholders of that Sub-Fund;
- (b) a resolution which in the opinion of the Manager affects more than one Sub-Fund but does not give rise to a conflict of interest between the Unitholders of the Units of the respective Sub-Funds shall be deemed to have been duly passed at a single meeting of the Unitholders of those Sub-Funds;
- (c) a resolution which in the opinion of the Manager affects more than one Sub-Fund and gives or may give rise to a conflict of interest between the Unitholders of the Units of the respective Sub-Funds shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Unitholders of those Sub-Funds, it shall be passed at separate meetings of the Unitholders of those Sub-Funds.

### Financial Statements and Supply of Documents

The accounting year of the Fund and each Sub-Fund is 31 December in each year. An annual report of the Fund and each Sub-Fund will be prepared, not later than 4 months after the end of the period to which it relates. A semi-annual report of the Fund and each Sub-Fund will also be prepared, not later than 2 months after the end of the period to which it relates (such period being the six months up to 30 June in each year). The annual report will be audited and the semi-annual report will be unaudited. The most recent annual report and semi-annual report will be available to all Unitholders, from the Manager or the Administrator and Transfer Agent, in printed and electronic form, free of charge, on request, and will be sent, by the Manager or the Administrator and Transfer Agent, to the Central Bank. The most recent annual report will be sent to any prospective investor on request. Distribution of this Prospectus or the Supplements is not authorised in any jurisdiction unless it is accompanied by a copy of the latest annual report of the Fund and, if published after such annual report, a copy of the latest semi-annual report. Such reports shall form part of this Prospectus.

### Material Contracts

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

- (i) **Trust Deed** (as amended and restated) dated 26 January 2021 as amended, supplemented or consolidated from time to time in accordance with the requirements of the Central Bank, between the Manager and State Street Custodial

Services (Ireland) Limited. The Trustee shall be indemnified out of the assets of the Fund in certain circumstances subject to exclusions in the case of the Trustee's negligent or intentional failure to perform its obligations or its improper performance of them;

- (ii) **Administration Agreement** (as amended and restated) dated 19 February 2013, as amended or supplemented from time to time in accordance with the requirements of the Central Bank, between the Manager and State Street Fund Services (Ireland) Limited, pursuant to which the latter was appointed as registrar, transfer, valuation and Administrator and Transfer Agent of the Fund. This agreement may be terminated by either party on 90 days written notice. The agreement contains certain indemnities payable out of the assets of the relevant Sub-Fund in favour of the Administrator and Transfer Agent which are restricted to exclude matters resulting from the negligence, wilful default, wilful misconduct, bad faith, fraud or recklessness of the Administrator and Transfer Agent in the performance or non-performance of its obligations and duties;

The Investment Management Agreements between the Manager and the relevant Investment Manager(s) of each of the Sub-Funds are listed below.

- (i) **Investment Management Agreement** (amended and restated) dated 19 February 2013, between the Manager and PineBridge Investments Asia Limited as amended or supplemented from time to time in accordance with the requirements of the Central Bank. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The agreement contains certain indemnities in favour of the investment manager which are restricted to exclude matters resulting from the wilful default, bad faith, fraud, negligence or reckless disregard of the investment manager in the performance or non-performance of its obligations and duties;
- (ii) **Investment Management Agreement** (amended and restated) dated 19 February 2013, between the Manager and PineBridge Investments LLC as amended or supplemented from time to time in accordance with the requirements of the Central Bank. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The agreement contains certain indemnities in favour of the investment manager which are restricted to exclude matters resulting from the wilful default, bad faith, fraud, negligence or reckless disregard of the investment manager in the performance or non-performance of its obligations and duties;

- (iii) **Investment Management Agreement** (amended and restated) dated 19 February 2013, between the Manager and PineBridge Investments Europe Limited as amended or supplemented from time to time in accordance with the requirements of the Central Bank. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The agreement contains certain indemnities in favour of the investment manager which are restricted to exclude matters resulting from the wilful default, bad faith, fraud, negligence or reckless disregard of the investment manager in the performance or non-performance of its obligations and duties;

- (iv) **Investment Management Agreement** (amended and restated) dated 19 February 2013, between the Manager and PineBridge Investments Japan Co., Ltd. as amended or supplemented from time to time in accordance with the requirements of the Central Bank. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The agreement contains certain indemnities in favour of the investment manager which are restricted to exclude matters resulting from the wilful default, bad faith, fraud, negligence or reckless disregard of the investment manager in the performance or non-performance of its obligations and duties;

- (v) **Sub-Investment Management Agreement** dated 24 September 2018, between PineBridge Investments Asia Limited and PineBridge Investments Japan Co., Ltd;

- (vi) **Investment Management Agreement** dated 21 October 2016, between the Manager and PineBridge Investments Singapore Limited as amended or supplemented from time to time in accordance with the requirements of the Central Bank. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The agreement contains certain indemnities in favour of the investment manager which are restricted to exclude matters resulting from negligence, wilful default, reckless disregard or fraud of the investment manager in the performance or non-performance of its obligations and duties;

- (vii) **Sub-Investment Management Agreement** dated 29 October 2020, as amended from time to time, between PineBridge Investments Asia Limited and PineBridge Investments Singapore Limited.

*PineBridge India Equity Fund*

- (i) **Administration Agreement** dated 27 March 2009, as amended or supplemented from time to time in accordance with the requirements of the Central Bank, between the Manager, the Administrator and Transfer Agent and the Mauritian Subsidiary pursuant to which the Manager appointed the Administrator and

Transfer Agent as administrator to the Mauritian Subsidiary. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The agreement contains certain indemnities payable out of the assets of the Mauritian Subsidiary in favour of the Administrator and Transfer Agent which are restricted to exclude matters resulting from the negligence, wilful default, wilful misconduct, bad faith, fraud or recklessness of the Administrator and Transfer Agent in the performance or non-performance of its obligations and duties;

- (ii) Custodian Agreement dated 27 March 2009, as amended or supplemented from time to time in accordance with the requirements of the Central Bank, between the Manager, the Trustee and the Mauritian Subsidiary, pursuant to which the Manager appointed the Trustee as custodian to the Mauritian Subsidiary. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The custodian shall be indemnified out of the assets of the Mauritian Subsidiary in certain circumstances subject to exclusions in the case of its unjustifiable failure to perform its obligations or its improper performance of them; and
- (iii) Investment Management (Subsidiary) Agreement dated 27 March 2009, as amended or supplemented from time to time in accordance with the requirements of the Central Bank, between the Manager, the investment manager of the PineBridge India Equity Fund and the Mauritian Subsidiary. This agreement may be terminated by either party on 90 days written notice or in the circumstances set out in the agreement. The agreement contains certain indemnities in favour of the Mauritian Subsidiary and the Investment Manager which are restricted to exclude matters resulting from the wilful misconduct or misfeasance, bad faith, negligence or reckless disregard of obligations in the performance or non-performance of their obligations and duties.

Additional material contracts, where specific to a certain Sub-Fund or Sub-Funds, will be detailed in the relevant Supplements hereto.

### Documents Available for Inspection

Copies of the following documents may be inspected at the registered office of the Manager on any Business Day:

- (a) Annual reports, incorporating audited financial statements, and semi-annual reports, incorporating unaudited financial statements, when published;
- (b) Material contracts referred to above and in the

relevant Supplement;

- (c) The Regulations, the Central Bank UCITS Regulations and the Central Bank Guidance;
- (d) A list of the directorships and partnerships of each of the Directors over the previous five years, indicating whether such directorships or partnerships are current.

Copies of the documents referred to above can be obtained on request from the Manager and, in the case of (b) and (c) for such fee as the Manager deems appropriate, save for the Trust Deed, which can be obtained at no charge.

### Access to Documents

The following documents may be provided in a durable medium (which shall include in writing and/or by electronic mail) or in an electronic format on a website designated by the Manager (and available via [www.pinebridge.com](http://www.pinebridge.com)) for this purpose. A copy in writing of such documents shall be provided to Unitholders on request, free of charge:

- this Prospectus;
- once published, the latest annual and half yearly reports of the Company; and
- the Key Information Document.

An up-to-date version of the Key Information Document shall be made available for access in an electronic format on a website designated by the Manager (and available via [www.pinebridge.com](http://www.pinebridge.com)) for this purpose.

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

- the Trust Deed;
- the latest annual and half yearly reports of the Fund.

### Winding Up

The Manager may determine to terminate any Sub-Fund at any time.

The Fund or any Sub-Fund may also be terminated in the following circumstances:

- (a) By the Trustee, if it appears that:
- (i) the Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or ceases business or becomes (in the reasonable judgement of the Trustee) subject to the de facto control of some corporation or person of whom the Trustee

does not reasonably approve or if a receiver is appointed in respect of any of the assets of the Manager or if an examiner is appointed to the Manager pursuant to the Companies Act, 2014, as amended or if the Manager has ceased business;

- (ii) if in the reasonable opinion of the Trustee the Manager or its delegates shall be incapable of performing or shall in fact fail to perform its duties satisfactorily or shall do any other thing which in the reasonable opinion of the Trustee is intended to bring the Fund into disrepute or to be harmful to the interests of the Unitholders and a replacement manager is not appointed;
  - (iii) if any law shall be passed which renders it illegal or, in the reasonable opinion of the Trustee, impractical or inadvisable to continue the Fund or any of its Sub-Funds; or
  - (iv) if within three months from the date of the Trustee expressing in writing to the Manager the desire to retire, the Manager shall have failed to appoint a new trustee.
- (b) By the Manager, if it appears that:
- (i) the Trustee shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Manager) or ceases business or becomes (in the reasonable judgement of the Manager) subject to the de facto control of some corporation or person of whom the Manager does not reasonably approve or if a receiver is appointed in respect of any of the assets of the Trustee or if an examiner is appointed to the Trustee pursuant to the Companies Act, 2014, as amended;
  - (ii) the Fund and each Sub-Fund is no longer an authorised UCITS;
  - (iii) if any law shall be passed which renders it illegal or in the reasonable opinion of the Manager impracticable or inadvisable to continue the Fund or any of its Sub-Funds; or
  - (iv) if within three months from the date the Manager expresses in writing to the Trustee the desire to retire, the Trustee shall have failed to appoint a new manager.
- (c) By the Unitholders, by resolution in an

extraordinary general meeting.

In the case of the Trustee and the Manager terminating the Fund or any Sub-Fund, they must, if possible, give three months' notice to the Unitholders before termination. If three months' notice is not possible, the Trustee and the Manager will give notice of the termination as soon as practicable and, in respect of Sub-Funds registered with the SFC, not less than one month's prior to the termination of any Sub-Fund or the Fund. Upon termination of the Fund or one or more Sub-Funds the Manager shall at such time or times as it shall deem convenient and at its entire discretion procure the distribution to the Unitholders pro rata to the number and class of Units of each Sub-Fund held by them respectively all net cash proceeds derived from the realisation of the Investments of the relevant Sub-Fund and any cash then forming part of the relevant Sub-Fund so far as the same are available for the purpose of such distribution.

Subject to the Regulations and in accordance with the requirements of the Central Bank, the Fund or any of its Sub-Funds may with the sanction of a special resolution of the Unitholders, conferring either a general authority on the Manager or an authority in respect of any particular arrangement, and the unanimous consent of the Manager, merge with another UCITS (the "Transferee") or transfer the whole or part of the assets of the Fund or any of its Sub-Funds to the Transferee on terms that Unitholders shall receive, in compensation from the Transferee, shares/units of equivalent value to their unitholding in the Fund or any of its Sub-Funds.

### Miscellaneous

Neither the Fund nor any of its Sub-Funds are involved in any litigation or arbitration and no litigation, arbitration proceedings or claim is known to the Manager to be pending or threatened against the Fund or any of its Sub-Funds.

At the date of this Prospectus, no Units have been conditionally or unconditionally put under option.

No Director of the Manager has or has had any direct interest in the promotion of the Fund or in any transaction effected by the Fund which is unusual in its nature or conditions or is significant to the business of the Fund up to the date of this Prospectus or in any contracts or arrangements of the Fund subsisting at the date of this document.

No present Director of the Manager or any person connected with a Director of the Manager has any interests beneficial or non-beneficial in the listed Units.

## Data Protection

Information, which is supplied by (potential) investors, may constitute personal data within the meaning of the Data Protection Acts 1988 to 2018, the EU ePrivacy Directive 2002/58/EC (as amended) and any relevant transposition of, or successor or replacement to, those laws the successor to the ePrivacy Directive and any other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by a relevant data protection regulator (together, the "Data Protection Legislation"). The use of the personal data investors provide in the application form is governed by the Data Protection Legislation and the Manager's privacy policy.

Data may be disclosed to third parties including regulatory bodies, tax authorities, delegates, advisers and service providers of the Manager and to any company within the PineBridge group of companies, third parties who provide services to the PineBridge Group, the financial advisers of the potential investors and their or the Manager's duly authorised agents and any of their respective related, associated or affiliated companies wherever located for the purposes specified. In particular, in order to comply with the information reporting regimes set out in Section 891C and Section 891E to Section 891G (inclusive) of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections, investors' personal data (including financial information) may be shared with the Irish Revenue Commissioners. They in turn may exchange information (including personal data and financial information) with foreign tax authorities (including the U.S. Internal Revenue Service and foreign tax authorities located outside the EEA). Please consult the AEOI (Automatic Exchange of Information) webpage on [www.revenue.ie](http://www.revenue.ie) for further information in this regard. Furthermore, investors' personal data may be transferred to countries which may not have the same or equivalent data protection laws as Ireland. If such transfer occurs, the Manager is required to ensure that such processing of investors' personal data is in compliance with Data Protection Legislation and, in particular, that appropriate measures are in place such as entering into model contractual clauses (as published by the European Commission) or ensuring that the recipient is "Privacy Shield" certified, if appropriate.

By signing the application form, investors consent to the obtaining, holding, use, disclosure and processing of data for any one or more of the purposes set out in the application form. Investors should also consent in the application form to transfers outside of the EEA.

PineBridge group companies may also use such information for marketing activities such as market research or contacting (potential) investors by post, telephone, email, fax or other means regarding the investments and financial needs. If you do not wish to

receive marketing approaches please write to the office of the Manager in Dublin.

Investors have a right of access to their personal data kept by the Manager, the right to erase personal data held by the Manager, the right to request restriction of the processing of personal data held by the Manager, the right to object to the processing of personal data held by the Manager and and the right to amend and rectify any inaccuracies in their personal data held by the Manager by making a request to the Manager in writing. These rights will be exercisable subject to limitations as provided for in the Data Protection Legislation. Furthermore, investors have the right to lodge a complaint with the Office of the Data Protection Commissioner if they are dissatisfied with the manner in which their personal data is used by the Manager.

## APPENDIX I

### GLOSSARY

In this Prospectus:

all references to a specific time of day are references to Irish time unless otherwise stated;

#### "Accounting Date"

means 31 December in each year or such other date as the Directors may from time to time decide and notify to Unitholders;

#### "Accounting Period"

means a period ending on an Accounting Date and commencing from the first day immediately following the Accounting Date of the previous year;

#### "Administration Agreement"

means the agreement between the Manager and the Administrator and Transfer Agent pursuant to which the latter is appointed as Administrator and Transfer Agent to the Fund, the details of which are summarised in the "Material Contracts" section below;

#### "Administrator and Transfer Agent"

means State Street Fund Services (Ireland) Limited;

#### "ADRs"

means American Depositary Receipts, described in the "Investment Know-How" section below; ADRs are typically trust receipts issued by a U.S. bank or trust company that evidence an indirect interest in underlying securities issued by a foreign entity. GDRs, EDRs, and other types of depositary receipts are typically issued by international banks or financial institutions to evidence an interest in underlying securities issued by either a U.S. or a non-U.S. entity;

#### "AIFs"

means an alternative investment fund which is type of collective investing where funds are raised from a number of investors with a view to investing them in accordance with a defined investment policy;

#### "Applicant"

means any person subscribing for Units for the first time;

#### "Asset-backed Securities" or "ABS"

means a debt security issued by corporations or other entities (including public or local authorities) backed or collateralised by the income stream from an underlying pool of assets. The underlying assets typically include loans, leases or receivables (such as credit card debt, automobile loans and student loans);

#### "Base Currency"

means the currency of account of a Sub-Fund as set out in the relevant Supplement;

#### "Business Day"

means unless stated otherwise in the Supplement of the relevant Sub-Fund any day (excluding Irish public

holidays) which is a bank business day in Ireland, and/or such other day or days as the Manager (in consultation and as agreed with the Administrator and Transfer Agent) may from time to time decide and notify in advance to Unitholders;

#### "CDO"

means collateralised debt obligations described in the "Investment Know-How" section below;

#### "CDS"

means credit default swaps described in the "Investment Know-How" section below;

#### "CDRs"

means Chinese Depositary Receipts, described in the "Investment Know-How" section below;

#### "Central Bank"

means the Central Bank of Ireland or any successor regulatory authority with responsibility for authorising and supervising the Fund;

#### "Central Bank UCITS Regulations"

means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings for Collective Investment in Transferable Securities) Regulations 2019 as may be amended, substituted and consolidated from time to time;

#### "Central Bank Guidance"

means the guidance issued by the Central Bank from time to time in relation to a UCITS or the Central Bank UCITS Regulations or the Regulations;

#### "China A-Shares"

means securities of companies that are incorporated in the PRC and denominated and traded in Renminbi on the Shanghai Stock Exchange and Shenzhen Stock Exchanges;

#### "Class" or "Class of Unit"

means a class of Unit within a Sub-Fund;

#### "Class Currency"

means the currency in which each Class of Unit of each Sub-Fund is denominated;

#### "CLN"

means credit linked notes described in the "Investment Know-How" section below;

#### "Collective Investment Scheme"

means a collective investment scheme, described in the "Investment Know-How" section below;

#### "Country Supplement"

means any supplement to this Prospectus issued from time to time which is used specifically for the offering of Units of a Sub-Fund (or Class or Classes thereof) in a particular jurisdiction or jurisdictions, which is required under the laws or regulations of that jurisdiction or jurisdictions;

**"Counterparty"**

means

- (a) A credit institution authorised:
  - (i) In the EEA;
  - (ii) Within a signatory state, other than a member state of the EEA, to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United Kingdom, United States); or
  - (iii) In Jersey, Guernsey, the Isle of Man, Australia or New Zealand; or
- (b) An investment firm, authorised in accordance with the Markets in Financial Instruments Directive in an EEA member state; or
- (c) An entity subject to regulation as a consolidated supervised entity by the US Securities and Exchange Commission.

In the case of a counterparty which is not a credit institution, the counterparty must have a minimum credit rating of A-2 or equivalent. Alternatively, an unrated counterparty will be acceptable where the Fund is indemnified or guaranteed against losses suffered as a result of a failure by the counterparty by an entity which has and maintains a rating of A-2 or equivalent;

**"CSRC"**

means the China Securities Regulatory Commission of the PRC or its successors which is the regulator of the securities and futures market of the PRC;

**"Dealing Day"**

means, any day which is a bank business day in Ireland or such other days as the Manager may from time to time decide and notify in advance to Unitholders with respect to the Fund or a Sub-Fund. A day will not be a Dealing Day for the Fund where either as a result of public holidays or market/stock exchange closures in any jurisdiction it is difficult (i) to administer the Fund or (ii) value a portion of the Fund's assets.

For further details on non-Dealing Days throughout the year, Unitholders and prospective investors should contact the Administrator and Transfer Agent or consult the Fund's non-Dealing Days' calendar (a copy of which is also available from the Administrator and Transfer Agent);

**"Directors"**

means the directors of the Manager;

**"Distributor"**

means any one or more person or companies or any successor person or companies appointed by the Global Distributor to distribute Units of the Fund;

**"Duties and Charges"**

means all stamp and other duties, taxes, governmental charges, valuation fees, agent's fees, brokerage fees, bank charges, transfer fees, registration fees and other charges which may become or will become payable in respect of or prior to or upon the occasion of any transaction dealing or valuation but does not mean

commissions payable by the Unitholder to agents or brokers on the issue of Units;

**"EDR"**

means European Depositary Receipt;

**"Exceptional Periods"**

refer to periods such as large subscriptions and redemptions in cash, the Sub-Fund's ramp-up or liquidation by merger or closure;

**"Emerging Markets"**

is generally understood to refer to the markets of countries that are in the process of developing into modern industrialised states and thus display a high degree of potential but also entail a greater degree of risk. It shall include countries in Africa, Asia, Europe, Latin America and the Middle East;

**"EU"**

means the European Union;

**"Exempt Irish Investor"**

means a Unitholder resident (or ordinarily resident) in Ireland for Irish tax purposes who falls within any of the categories listed in section 739D(6) of the Taxes Act, as summarised in the section of this Prospectus entitled "Taxation" above, and provided that they have correctly completed the Relevant Declaration;

**"FDI"**

means financial derivative instrument(s);

**"Fund"**

means PineBridge Global Funds;

**"GDRs"**

means Global Depositary Receipts described in the "Investment Know-How" section below;

**"Global Distributor"**

means PineBridge Investments Ireland Limited;

**"Intermediary"**

means a person who:

- (a) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons, or
- (b) holds Units in an investment undertaking on behalf of other persons;

**"IDRs"**

means International Depositary Receipts, described in the "Investment Know-How" section below;

**"Indemnified Parties"**

means the Fund, the Manager, the Trustee, the Administrator and Transfer Agent and Unitholders;

**"Investment Management Agreement"**



means the agreement for each Sub-Fund between the Manager and the Investment Manager of each Sub-Fund pursuant to which the latter is appointed as investment manager to the relevant Sub-Fund the details of which are summarised in the "Material Contracts" section below;

**"Investment Manager"**

means the investment manager or investment managers appointed by the Manager to manage the assets of a Sub-Fund as disclosed in the relevant Supplement;

**"Ireland"**

means the Republic of Ireland;

**"Irish Resident"** means

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

An individual will be regarded as being tax resident in Ireland for a calendar year if the individual:

1. spends 183 days or more in Ireland in that calendar year; or
2. has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that calendar year together with the number of days spent in Ireland in the preceding year. Presence in Ireland by an individual of not more than 30 days in a calendar year will not be reckoned for the purposes of applying this 'two year' test.

An individual is treated as present in Ireland for a day if that individual is personally present in Ireland at any time during that day.

A trust will be regarded as resident in Ireland for tax purposes if the majority of its trustees are resident for tax purposes in Ireland.

A company which has its central management and control in Ireland is tax resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is tax resident in Ireland except where the company is regarded as not resident in Ireland under a double tax treaty between Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and potential investors are referred to the specific legislative provisions that are contained in Section 23A of the Taxes Act;

**"Irish Ordinary Resident"**

means

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

The term 'ordinary residence' (as distinct from 'residence') relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity. An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year. An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which the individual is not resident. For example, an individual who is resident and ordinarily resident in Ireland in 2023 and departs Ireland in that year will remain ordinarily resident in Ireland up to the end of the tax year in 2026.

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

**"Key Information Document"**

means (i) the summary information document prepared in accordance with Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) (and as may be further amended, supplemented or replaced from time to time); or (ii) where required, the key investor information document (KIID) prepared in accordance with the requirements of any jurisdiction where a Sub-Fund is registered.

**"Material Documents"**

means the Prospectus, the Supplements, the Trust Deed, the latest annual and half yearly reports and the Key Information Document;

**"Manager"**

means PineBridge Investments Ireland Limited;

**"Member State"**

means any state which from time to time is a member of the European Union;

**"Minimum Holding"**

means the minimum number or value of Units which must be held by Unitholders as specified in this Prospectus;

**"Minimum Redemption"**

means the minimum number or value of Units which may be redeemed as specified in this Prospectus;

**"Minimum Initial Subscription"**

means the minimum number or value of Units which may be initially subscribed for as specified in this Prospectus;

**"Minimum Subsequent Subscription"**

means the minimum number or value of Units which may subsequently be subscribed for as specified in this Prospectus;

**"Money Market Instruments"**

means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time including, but not limited to, non-government short term obligations (such as fixed or floating rate commercial paper), obligations of banks or other depository institutions (such as certificates of deposit and bankers acceptances), securities issued or otherwise backed by supranational organisations or by sovereign governments, their agencies, their instrumentalities and political sub divisions;

**"Mortgage Backed Security" or "MBS"**

means a debt security backed or collateralised by the income stream from an underlying pool of commercial and/or residential mortgages;

**"Net Asset Value"**

means the net asset value of the Sub-Fund calculated in accordance with the principles set out under the section of this Prospectus headed "Calculation of Net Asset Value of the Units";

**"OECD"**

means the Organisation of Economic Co-Operation and Development which currently includes the following states:

Australia  
Austria  
Belgium  
Canada  
Chile  
Colombia  
Costa Rica  
Czech Republic  
Denmark  
Estonia  
Finland  
France  
Germany  
Greece  
Hungary  
Iceland  
Ireland  
Israel  
Italy  
Japan  
South Korea  
Latvia  
Lithuania  
Luxembourg  
Mexico  
The Netherlands  
New Zealand  
Norway  
Poland  
Portugal

Slovak Republic  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom  
United States

This list is subject to change;

**"OTC"**

means over-the-counter;

**"Participatory Receipts"**

Participatory Receipts are the certificates or notes representing an interest in an underlying security or asset. Examples of the underlying can include an equity, a bond or a loan;

**"Paying Agency Agreement"**

means one or more Paying Agency Agreements made between the Manager and one or more Paying Agents appointed by the Manager from time to time as shall be set out in one or more Country Supplements;

**"Paying Agent"**

means one or more paying agents appointed by the Manager in certain jurisdictions from time to time as shall be set out in one or more Country Supplements;

**"PCG"**

means Pacific Century Group;

**"PRC"**

means People's Republic of China;

**"Prospectus"**

means the prospectus of the Fund as may be issued from time to time in accordance with the requirements of the Central Bank;

**"QFI"**

means qualified foreign investor(s) (including, if applicable, qualified foreign institutional investors (QFII) and Renminbi qualified foreign institutional investors (RQFII)) approved pursuant to the relevant PRC laws and regulations, as may be promulgated and/or amended from time to time;

**"REITs"**

means real estate investment trusts, described in the "Investment Know-How" section below;

**"Recognised Clearing System"**

means Central Moneymarkets Office, Clearstream Banking AG, Clearstream Banking SA, CREST, Depository Trust Company of New York, Deutsche Bank AG, Depository and Clearing System, Euroclear, Japan Securities Depository Centre (JASDEC), Monte Titoli SPA, Netherlands Centraal Instituut voor Giraal Effectenverkeer BV, National Securities Clearing System, Sicovam SA, SIS Sega Intersettle AG, The

Canadian Depository for Securities Ltd, VPC AB (Sweden) or any other system for clearing units which is designated for the purposes of Chapter 1A in Part 27 of the Taxes Act, by the Irish Revenue Commissioners as a recognised clearing system;

**"Recognised Exchange"**

means in relation to any investment, any stock exchange, over-the-counter market or other securities market as listed in Appendix II in accordance with the requirements of the Central Bank;

**"Regulations"**

means the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (Statutory Instrument No. 352 of 2011) as amended, substituted and consolidated from time to time and the Central Bank UCITS Regulations or guidance issued pursuant thereto by the Central Bank from time to time;

**"Relevant Declaration"**

means the declaration relevant to the Unitholder as set out in Schedule 2B of the Taxes Act;

**"Relevant Period"**

means a period of 8 years beginning with the acquisition of a Unit by a Unitholder and each subsequent period of 8 years beginning immediately after the preceding relevant period;

**"Revenue Commissioners"**

means the Irish Revenue Commissioners;

**"SAFE"**

means the State Administration of Foreign Exchange of the PRC;

**"SFDR"**

means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector;

**"Securities Financing Transactions Regulation" or "SFTR"**

means Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012, as such may be amended, supplemented or replaced from time to time;

**"Selective Default"**

means the rating applied when Standard & Poor's believes that an obligor has selectively defaulted on a specific issue or class of obligations but it will continue to meet its payment obligations on other issues or classes of obligations in a timely manner;

**"Sub-Fund"**

means the Sub-Funds established by the Manager from time to time with the prior approval of the Central Bank;

**"Supplement"**

means any supplement to the Prospectus issued on behalf of the Fund from time to time specifying certain specific information in relation to a Sub-Fund;

**"Sustainable Investment"**

means an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste, and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not significantly harm any of those objectives and that the investee companies follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance;

**"Sustainability Risk"**

means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment;

**"Taxes Act"**

means the Taxes Consolidation Act, 1997 (of Ireland) as amended;

**"Taxonomy Regulation"**

means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending SFDR;

**"Trust Deed"**

means the Trust Deed between the Manager and the Trustee constituting the Fund the details of which are summarised in the "Material Contracts" section below;

**"Trustee"**

means State Street Custodial Services (Ireland) Limited;

**"Unit"**

means a participating Unit or a fraction of a Unit in a Sub-Fund which may be sub-divided into different Classes of Unit;

**"Unitholder"**

means any person holding a Unit of a Sub-Fund;

**"UCITS"**

means an undertaking for collective investment in transferable securities which is authorised under the Regulations or corresponding national legislation implementing Directive 2009/65/EU in another EU member state;

## "United States"

means the United States of America, any state, territory, or possession thereof, any area subject to its jurisdiction, the District of Columbia or any enclave of the United States Government or its agencies or instrumentalities;

## "US Person"

means any of the following:

- (a) a citizen of the United States;
- (b) a natural person resident in the United States;
- (c) a resident alien of the United States, as defined in Section 7701(b) of the United States Internal Revenue Code of 1986 as amended (the "Code");
- (d) a partnership, corporation, or other entity created, organised, incorporated, or existing in or under the laws of the United States, or which has its principal place of business in the United States;
- (e) an estate or trust:
  - (i) the income of which is subject to United States income tax regardless of source, or whose income from sources outside the United States (that is not effectively connected with the conduct of a trade or business in the United States) is includible in gross income for United States federal income tax purposes; or
  - (ii) of which an executor, administrator, or trustee is a US Person (excluding (A) an estate governed by foreign law with an executor or Administrator and Transfer Agent which is not a US Person and which has sole or joint investment discretion with respect to the estate assets, or (B) a trust with a trustee which is not a US Person and which has sole or shared investment discretion with respect to the trust assets and with no beneficiary (or settlor, in the case of a revocable trust) which is a US Person);
- (f) an entity organised principally for passive investment, such as a commodity pool, investment company or other similar entity (including a pension plan for the employees, officers, or principals of an entity created, organised, or existing in or under the laws of the United States or which has its principal place of business or is engaged in a trade or business in the United States, but excluding a pension plan for the employees, officers, or principals of an entity created, organised or existing in or under the laws of a foreign jurisdiction and which has its principal place of business outside the United States and was established and is administered in accordance with the law of a country other than the United States and customary practices and documentation of such country),
  - (i) in which US Persons hold units/shares of participation representing in the aggregate 10% or more of the beneficial interests in the entity, or
  - (ii) which has as a principal purpose the facilitating of investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations of the United States Commodity Futures Trading Commission by virtue of its participants being non-US Persons;
- (g) an agency or branch of a foreign entity located in the United States;
- (h) a 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;
- (i) a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary created, organised, incorporated, existing, or (if a natural person) resident in the United States, unless held by a dealer or other professional fiduciary for the benefit or account of a person which is not a US Person;
- (j) a partnership, corporation, or other entity created, organised, incorporated, or existing under the laws of a foreign jurisdiction and formed by a US Person principally for purposes of investing in securities not registered under the United States Securities Act of 1933 as amended;
- (k) the government of the United States (including its agency or instrumentality thereof); or
- (l) a State or the District of Columbia in the United States (including its agency or instrumentality thereof).

For purposes of sub-paragraphs (a) – (l) above, a Unitholder which is not otherwise a US Person shall be deemed to be a US Person if, as a result of the ownership of Units by such Unitholder, another person which is a "United States Person" (within the meaning of Code Section 7701(a)(3)) could, in respect of the Fund, under any circumstances, meet the ownership requirements of (i) Code Section 1298(a) (relating to indirect ownership through passive foreign investment companies, 50%-owned corporations, partnerships, estates, trusts, or options, or as otherwise provided in the Code), or (ii) the information reporting provisions of Code Section 551(c) (requiring at least 5% direct, indirect, or constructive ownership), Code Section 6035 (requiring at least 10% direct, indirect, or constructive ownership), Code Section 6038 (requiring more than 50% direct, indirect, or constructive ownership), or Code Section 6046 (requiring at least 10% direct, indirect, or constructive ownership).

**“Valuation Point”**

means the day and time(s) as this is specified in the Supplement(s) with reference to which the assets and liabilities of each Sub-Fund will be valued for the purpose of calculating the Net Asset Value and the Net Asset Value per Unit.

## APPENDIX II

### LIST OF RECOGNISED EXCHANGES

The following is a list of regulated stock exchanges and markets on which a Fund's investments other than permitted investment in unlisted investments, will be listed or traded. With the exception of permitted investments in unlisted investments, investments will be restricted to the stock exchanges and markets below. The Central Bank does not issue a list of approved stock exchanges or markets.

- (i) any stock exchange in any EU Member State, Australia, Switzerland, Norway, New Zealand, United States of America, Canada and Japan;

or

- (ii) Argentina - Bolsa de Comercio de Buenos Aires (BCBA)  
Argentina - Mercado Abierto Electrónico (MAE)  
Bahrain - Bahrain Stock Exchange  
Bangladesh - Dhaka Stock Exchange  
Bangladesh - Chittagong Stock Exchange  
Benin - Bourse Régionale des Valeurs Mobilières (BRVM)  
Bermuda - Bermuda Stock Exchange  
Bolivia - Bolsa Boliviana de Valores  
Botswana - Botswana Stock Exchange  
Brazil - Bolsa Brasileira de Futuros  
Brazil - Bolsa de Mercadorias e Futuros (BM&F)  
Brazil - Bolsa de Valores de São Paulo (BOVESPA)  
Brazil - Sociedade Operadora de Mercado de Ativos (SOMA)  
Burkina Faso - Bourse Régionale des Valeurs Mobilières (BRVM)  
Cayman Islands - Cayman Islands Stock Exchange  
Chile - Bolsa de Comercio de Santiago  
Chile - Bolsa de Valparaíso  
Chile - Bolsa Electronica de Chile  
Peoples' Rep. of China - Shanghai Stock Exchange  
Peoples' Rep. of China - Shenzhen Stock Exchange  
Colombia - Bolsa de Valores de Columbia  
Costa Rica - Bolsa Nacional de Valores  
Ecuador - Bolsa de Valores de Guayaquil  
Ecuador - Bolsa de Valores de Quito CC  
Egypt - Alexandria Stock Exchange  
Egypt - Cairo Stock Exchange  
Ghana - Ghana Stock Exchange  
Guinea - Bissau-Bourse Régionale des Valeurs Mobilières (BRVM)  
Hong Kong - Hong Kong Exchanges and Clearing Ltd.(HKEx)  
Hong Kong - Hong Kong Futures Exchange  
Hong Kong - HK Growth Enterprise Market  
Hong Kong - Stock Exchange of Hong Kong (SEHK)  
Iceland - Iceland Stock Exchange  
India - BSE, The Bombay (Mumbai) Stock Exchange

India - National Stock Exchange of India  
Indonesia Stock Exchange  
Israel - Tel-Aviv Stock Exchange  
Ivory Coast - Bourse Régionale des Valeurs Mobilières (BRVM)  
Jamaica - Jamaican Stock Exchange  
Jordan - Amman Stock Exchange  
Kazakhstan (Rep. Of) - Kazakhstan Stock Exchange  
Kenya - Nairobi Stock Exchange  
Lebanon - Beirut Stock Exchange  
Malaysia - Bursa Malaysia Berhad  
Malaysia - Bursa Malaysia Derivatives Berhad/Malaysian Derivatives Exchange (MDEX)  
Malaysia - Kuala Lumpur Second Board  
Malaysia - Malaysian Exchange of Securities Dealing & Automated Quotation Bhd (MESDAQ)  
Mali - Bourse Régionale des Valeurs Mobilières (BRVM)  
Mauritius - Stock Exchange of Mauritius  
Mexico - Bolsa Mexicana de Valores  
Mexico - Mercada Mexicana de Derivados  
Morocco - Société de la Bourse des Valeurs de Casablanca/Bourse de Casablanca  
Namibia - Namibian Stock Exchange  
New Zealand - New Zealand Futures and Options Exchange Ltd.  
New Zealand - New Zealand Stock Exchange Ltd.(NZX)  
Niger - Bourse Régionale des Valeurs Mobilières (BRVM)  
Nigeria - Nigerian Stock Exchange  
Oman - Muscat Securities Market  
Pakistan - Islamabad Stock Exchange  
Pakistan - Karachi Stock Exchange  
Pakistan - Lahore Stock Exchange  
Palestine - Palestine Securities Exchange  
Panama - Bolsa de Valores de Panamá (BVP)  
Peru - Bolsa de Valores de Lima  
Peru - Bolsa de Productos de Lima  
Philippines - Philippine Stock Exchange  
Philippines - Philippine Dealing and Exchange Corp (PDEX)  
Qatar - Doha Securities Exchange  
Russia - Moscow Stock Exchange  
Saudi Arabia - Tadawul - Saudi Arabian Monetary Authority  
Serbia - Belgrade Stock Exchange  
Senegal - Bourse Régionale des Valeurs Mobilières (BRVM)  
Singapore - Central Limit Order Book International (CLOB)  
Singapore - Singapore Exchange (SGX)  
Singapore - Stock Exchange of Singapore Dealing and Automated Quotation System (SESDAQ)  
South Africa - Alternative Exchange (Alt-X)  
South Africa - Bond Exchange of South Africa (BESA)  
South Africa - Equity Options Market (EOM), a division of JSE  
South Africa - South Africa Futures Exchange (SAFEX), a division of JSE

South Africa - JSE Securities Exchange South Africa  
 South Korea - Korea Futures Exchange (KOFEX)  
 South Korea - Korea Stock Exchange (KSX)  
 South Korea - Korean Securities Dealers Association Automated Quotation (KOSDAQ)  
 Sri Lanka - Colombo Stock Exchange  
 Swaziland - Swaziland Stock Exchange  
 Taiwan - GreTai Securities Market (GTSM)  
 Taiwan - Taiwan Stock Exchange  
 Thailand - Market for Alternative Investments  
 Thailand - Stock Exchange of Thailand  
 Togo - Bourse Régionale des Valeurs Mobilières (BRVM)  
 Trinidad & Tobago - Trinidad & Tobago Stock Exchange  
 Tunisia - Bourse des Valeurs Mobilières de Tunis  
 Turkey - Istanbul Stock Exchange  
 Uganda - Uganda Stock Exchange  
 Ukraine - Crimea Stock Exchange  
 Ukraine - Donetsk Stock Exchange  
 Ukraine - Persha Fondova Torgovelnna Systema (PFTS)  
 Ukraine - Kiev Stock Exchange  
 Ukraine - Ukrainian Stock Exchange  
 Ukraine - Ukrainian Interbank Currency Exchange (UICE)  
 United Arab Emirates - Dubai Financial Market  
 United Kingdom - London Stock Exchange  
 Uruguay - Bolsa de Valores de Montevideo (BVM)  
 Venezuela - Bolsa de Valores de Caracas  
 Vietnam - Securities Trading Center (STC), Ho Chi Minh City  
 Zambia - Lusaka Stock Exchange (LuSE)

(iii) Any of the following markets

- Moscow Stock Exchange;
- the market organised by the International Capital Market Association;
- the market conducted by the "listed money market institutions", as described in the FCA publication "The Investment Business Interim Prudential Sourcebook (which replaces the "Grey Paper") as amended from time to time;
- AIM - the Alternative Investment Market in the UK, regulated and operated by the London Stock Exchange;
- The OTC market in Japan regulated by the Securities Dealers Association of Japan;
- NASDAQ in the United States;
- The market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York;

- The OTC market in the United States regulated by the National Association of Securities Dealers Inc. (also described as the OTC market in the United States conducted by primary and secondary dealers) regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);
- The French market for Titres de Créances Négotiables (OTC market in negotiable debt instruments);
- NASDAQ Europe; this is a recently formed market and the general level of liquidity may not compare favourably to that found on more established exchanges;
- the OTC market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada;
- SESDAQ (the second tier of the Singapore Stock Exchange);

All derivatives exchanges or markets on which permitted FDI may be listed or traded:

- in a Member State
- in a Member State in the European Economic Area (European Union Norway, Iceland and Liechtenstein);
- in United States of America, on the Chicago Board of Trade; the Chicago Board Options Exchange; the Chicago Mercantile Exchange; the Eurex US; the New York Futures Exchange; the New York Board of Trade; the New York Mercantile Exchange;
- in China, on the Shanghai Futures Exchange;
- in Hong Kong, on the Hong Kong Futures Exchange;
- in Japan, on the Osaka Securities Exchange; Tokyo International Financial Futures Exchange; Tokyo Stock Exchange;
- in New Zealand, on the New Zealand Futures and Options Exchange;
- in Singapore, on the Singapore International Monetary Exchange; Singapore Commodity Exchange.

For the purposes only of determining the value of the assets of the Fund, the term "Recognised Exchange" shall be deemed to include, in relation to any futures or options contract utilised by the Fund any organised exchange or market on which such futures or options contract is regularly traded.