

Prospective investors should review this Prospectus (the "Prospectus") and the Relevant Supplements carefully and in its entirety and, before making any investment decision with respect to an investment in a Fund, should consult a stockbroker, bank manager, lawyer, accountant or other financial adviser for independent advice in relation to: (a) the legal requirements within their own countries for the purchase, holding, exchanging, redeeming or disposing of Shares; (b) any foreign exchange restrictions to which they are subject in their own countries in relation to the purchase, holding, exchanging, redeeming or disposing of Shares; (c) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, exchanging, redeeming or disposing of Shares; and (d) the provisions of this Prospectus and the Relevant Supplements.

UBS (Irl) ETF plc

(An investment company with variable capital constituted as an umbrella fund with segregated liability between sub-funds under the laws of Ireland and authorised by the Central Bank pursuant to the UCITS Regulations)

PROSPECTUS

1 December 2017

UBS (Irl) ETF plc (the "**Company**") and the directors of the Company (the "**Directors**"), whose names appear in the "*Management*" section, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the importance of such information. The Company and the Directors accept responsibility accordingly.

No person has been authorised to give any information or to make any representations other than those contained in this Prospectus in connection with the offer of the Shares, and, if given or made, the information or representations must not be relied upon as having been authorised by the Company.

Investors should be aware that the price of Shares may fall as well as rise, and investors may not get back any of the amount invested. The difference at any one time between the subscription and redemption price of Shares means that an investment in any Fund should be viewed as medium to long term. Risk factors for each investor to consider are set out in the "*Risk Information*" section.

The authorisation of the Company by the Central Bank is not an endorsement or guarantee of the Company by the Central Bank nor is the Central Bank responsible for the contents of the Prospectus. The authorisation of the Company by the Central Bank shall not constitute a warranty as to the performance of the Company and the Central Bank shall not be liable for the performance or default of the Company.

Shares are not being, and may not be, offered, sold or delivered directly or indirectly in the United States of America, its territories or possessions or in any State or the District of Columbia (the "U.S.") or to or for the account or benefit of any U.S. Person as defined in Schedule I hereto. Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended, or under the securities laws of any of the States of the U.S. and the Company will not be registered under the U.S. Investment Company Act of 1940, as amended. Any re-offer or resale of any of the Shares in the U.S. or to U.S. Persons may constitute a violation of U.S. law. The Shares have not been approved by the United States Securities and Exchange Commission, any state securities commission or other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful.

The Directors and/or the Manager may impose restrictions on the holding of Shares by (and consequently to compulsorily redeem Shares held by), or the transfer of Shares to, any U.S. Person (unless pursuant to an exemption under US securities laws); or by any person who appears to be in breach of any law or requirement of

any country or governmental authority by virtue of which such person is not qualified to hold such Shares; or by any person or persons in circumstances (whether directly or indirectly affecting such person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors and/or the Manager to be relevant) which, in the opinion of the Directors and/or the Manager, might result in the Company or the relevant Fund incurring any liability to taxation or suffering any other pecuniary, regulatory, legal or material administrative disadvantages which the Company or the relevant Fund might not otherwise have incurred, suffered or breached; or any individual under the age of 18 (or such other age as the Directors and/or the Manager think fit) or of unsound mind. ("Prohibited Persons").

Article 25 of MiFID II sets out requirements in relation to the assessment of suitability and appropriateness of financial instruments for clients. Article 25(4) contains rules relating to the selling of financial instruments by a MiFID-authorized firm to clients in an execution only manner. Provided the financial instruments are comprised from the list contained in Article 25(4)(a) (referred to broadly as non-complex financial instruments for these purposes), a MiFID-authorized firm selling the instruments will not be required to also conduct what is referred to as an "appropriateness test" on its clients. An appropriateness test would involve requesting information on the client's knowledge and experience on the type of investment offered and, on this basis, assessing whether the investment is appropriate for the client. If the financial instruments fall outside the list contained in Article 25(4)(a) (i.e. are categorised as complex financial instruments), the MiFID-authorized firm selling the instruments will be required to also conduct an appropriateness test on its clients.

UCITS (other than structured UCITS) are specifically referenced in the list in Article 25(4)(a). Accordingly, each Fund is deemed to be a non-complex financial instrument for these purposes.

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DIRECTORY

UBS (Irl) ETF plc
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Depository:

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Registered Office:
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EC2M 2QS
United Kingdom

Distributor:

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CH-4002 Basel
and
Bahnhofstrasse 45
CH-8098 Zurich
Switzerland

Administrator, Registrar and Transfer Agent:

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

Company Secretary:

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

Legal Advisors in Ireland:

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Dublin 2
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Securities Lending Agent:

State Street Bank GmbH
and State Street Bank and Trust Company
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Canary Wharf
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England

Auditors:

PricewaterhouseCoopers
One Spencer Dock
North Wall Quay
Dublin 1
Ireland

GENERAL INFORMATION

This section is an introduction to this Prospectus and any decision to invest in the Shares should be based upon consideration of the Prospectus as a whole, including the Relevant Supplements. Capitalised terms used in this Prospectus are defined in Schedule I hereto.

THE COMPANY

The Company is an open-ended investment company with variable capital which was incorporated in Ireland on 14 December 2011 under registration number 507439 and is authorised by the Central Bank as a UCITS. The object of the Company is the collective investment in transferable securities and/or other liquid financial assets of capital raised from the public, operating on the principle of risk spreading in accordance with the UCITS Regulations. The Company has been structured as an umbrella fund, with segregated liability between Funds, in that the Directors may from time to time, with the prior approval of the Central Bank, issue different series of Shares representing separate portfolios of assets, each comprising a Fund. The portfolio of assets maintained for each series of Shares and comprising a Fund will be invested in accordance with the investment objectives and policies applicable to such Fund as specified in the Relevant Supplement and each Relevant Supplement shall include all such relevant information in relation to the additional Fund or Funds as the Directors may deem appropriate and the Central Bank requires, to be included. Each Fund will bear its own liabilities and, under Irish law, none of the Company, any of the service providers appointed to the Company, the Directors, any receiver, examiner or liquidator, nor any other person will have access to the assets of a Fund in satisfaction of a liability of any other Fund.

Shares of any particular series may be divided into different Classes to accommodate different dividend policies, charges and/or fee arrangements (including different total expense ratios) and/or currencies. The Company may establish Classes that provide for foreign exchange hedging in accordance with the policies and requirements of the Central Bank from time to time. While it is anticipated that applications will be made for most of the Classes to be admitted to listing on one or more Listing Stock Exchange, the Company may also establish Classes of Unlisted Shares and investors should refer to the Relevant Supplement for information in this respect.

Description of Classes

Various Classes can be offered for the Funds. Information on which Classes are available for which Fund can be obtained at www.ubs.com/etf.

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| A | Shares in Classes with "A" (" A-Shares ") in their name may be acquired and sold on the secondary market by all investors. A-Shares may be issued with one or several of the following characteristics. |
| dis | Shares in Classes with "dis" shall distribute their net income (e.g. from any interest or dividends received) at regular intervals. |
| acc | Shares in Classes with "acc" in their name shall automatically reinvest earnings on the corresponding Fund assets back into the corresponding Fund. |
| UKdis | For Classes with "UKdis" in their name, the Company intends to distribute a sum which corresponds to 100% of the reportable income within the meaning of the UK reporting fund rules where the Classes are subject to the reporting fund rules. Dividend payments may be made more frequently than semi-annually. The Company does not intend to prepare tax reporting in other countries in respect of these Classes which are intended for investors who are subject to UK taxation on their investment in the Class. |
| Currency | The Classes may be denominated in AUD, CAD, CHF, EUR, GBP, SGD, JPY, HKD, USD or ILS. The respective currency will be indicated in the Class name (for example: (USD) A-acc). |
| hedged | For Classes whose reference currencies are not identical to the currency of account of the Fund, and which have "hedged" in their name, the fluctuation risk of the reference currency price for those Classes is hedged against the currency of account of the Fund. Any such hedging will endeavour to hedge no less than 95% of the portion of the Net Asset Value of the relevant Class which is to be hedged against currency risk. Due to matters outside the control of the Company, currency exposure may be over or under hedged but over hedged positions will not be permitted to exceed 105% of the Net Asset Value of the relevant Class. |

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| Hedged positions will be kept under review on an ongoing basis, at least at the same valuation frequency of the Fund, to ensure that over hedged or under hedged positions do not exceed/fall short of the permitted levels disclosed above. Such review will incorporate a procedure to rebalance the hedging arrangements on a regular basis to ensure that any such position stays within the permitted position levels disclosed above and is not carried forward from month to month. The Investment Manager and/or Sub-Investment Manager will seek to achieve this hedging by using derivative instruments, such as forward foreign exchange contracts and currency futures as set out below, within the condition and limits imposed by the Central Bank. The conditions in relation to the use of such hedging strategies are described in the section below entitled "Use of Currency Forwards and Futures". Investors' attention is also drawn to the risks relating to the adoption of unit class currency hedging strategies, which are described in the paragraph entitled "Currency Risk". Changes in the market value of the portfolio, as well as subscriptions and redemptions of share classes in foreign currencies, can result in the hedging temporarily surpassing the aforementioned range. The hedging described has no effect on possible currency risks resulting from investments denominated in a currency other than the Fund's currency of account. |
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The Company is promoted by UBS Asset Management (UK) Ltd.

INVESTMENT OBJECTIVES, POLICY AND STRATEGY

The Company has been established for the purpose of investing in transferable securities in accordance with the UCITS Regulations. The investment objectives, strategies and policies for each Fund will be set out in the Relevant Supplement.

The assets of each Fund will be invested in accordance with the investment restrictions contained in the UCITS Regulations, which are summarised in the "*Investment Restrictions*" section.

The Company may acquire real and personal property that is required for the purpose of its business.

The Company shall not acquire either precious metals or certificates representing them.

The Company shall not make any loan of its assets provided that, for the purpose of this restriction, the holding of ancillary liquid assets such as deposits, and the acquisition of bonds, notes, commercial paper, certificates of deposit, bankers acceptances, and other debt securities or obligations permitted by the UCITS Directives, and the acquisition of transferable securities, money market instruments or other financial instruments that are not fully paid, shall not be deemed to constitute the making of a loan.

A Fund may borrow up to 10% of its Net Asset Value for temporary purposes.

Additional investment restrictions, if any, as may be adopted by the Directors and/or the Manager for any Fund and specified in the Relevant Supplement.

Generally, each Fund will seek to achieve its objective by pursuing a policy which seeks to track the performance of an Index and will use either a Replication Strategy or a Sampling Strategy (as described below) with the aim of minimising as far as possible the difference in performance between the Fund and the relevant Index. The Investment Manager and/or Sub-Investment Manager will determine whether a Replication Strategy or a Sampling Strategy is most appropriate for a Fund. The Relevant Supplement will specify and describe the strategy the applicable Fund intends to use.

The following is a summary description of each of the Replication Strategy and Sampling Strategy. More detailed information on each strategy is set forth in the Relevant Supplement, as appropriate.

- Replication Strategy – this strategy seeks to hold all of the securities of a particular Index, with the approximate weightings of that Index, so that the portfolio of the Fund is a near mirror-image of the components of the Index.
- Sampling Strategy – this strategy seeks to build a representative portfolio that provides a return comparable to that of an Index. This strategy is used for tracking certain equity or fixed income indices which are too broad to replicate (i.e. the Index contains too many securities for the Fund to be able to purchase them all efficiently) and/or which contain

securities which are difficult to purchase in the open markets. Consequently, a Fund using this strategy will typically hold only a subset of the securities which comprise the Index.

A Fund may also on occasion hold securities which are not comprised in its Index where the Investment Manager and/or Sub-Investment Manager believes this to be appropriate in light of the investment objective and investment restrictions of the Fund, or other factors. The potential for any such proposed investment by a Fund will be disclosed in the Relevant Supplement.

Changes to the composition and/or weighting of the securities constituting an Index which is tracked by a Fund will ordinarily require that Fund to make corresponding adjustments or rebalancings to its investments in order to seek to track the Index. The Investment Manager and/or Sub-Investment Manager will accordingly seek to rebalance the composition and/or weighting of the securities held by a Fund from time to time to the extent practicable and possible to conform to changes in the composition and/or weighting of the Index. Other rebalancing measures may be taken from time to time to seek to maintain the correspondence between the performance of a Fund and the performance of the Index.

The Investment Manager and/or Sub-Investment Manager will rely solely on each Index Provider for information as to the composition and/or weighting of the securities that constitute each Index ("**Index Securities**"). If the Investment Manager and/or Sub-Investment Manager is unable to obtain or process such information in relation to any Index on any Business Day, the most recently published composition and/or weighting of that Index will be used for the purpose of all adjustments.

The Directors and/or the Manager may establish Funds that will seek to track an Index by:

- investing solely in Index Securities and transferable securities other than Index Securities;
- investing solely in FDI; or
- investing in a combination of Index Securities, transferable securities other than Index Securities and FDI.

In each case, information in relation to the types of instruments or securities in which the relevant Fund will invest, including details in relation to the exchanges or markets on which the Fund's investments will be listed or traded, will be set out in the Relevant Supplement.

CHANGES TO INVESTMENT OBJECTIVE, POLICIES AND STRATEGY OF A FUND

Any change in the investment objectives and any material change in the investment policies of a Fund will require approval by ordinary resolution of the Shareholders in that Fund. In the event of a change of investment objectives and/or the investment policy, a reasonable notification period will be provided by the Fund to enable Shareholders to redeem their Shares prior to implementation of the change. Any proposal by the Directors to change an Index, for the reasons outlined below, shall be subject to the prior approval of the Shareholders of the relevant Fund by ordinary resolution only if it is deemed to be a change of investment objective or a material change of investment policy. Otherwise, it will simply be notified to Shareholders, in accordance with the requirements of the Central Bank.

The Directors may decide, if they consider it to be in the interests of any Fund, to change or substitute the existing Index of a Fund. The Directors may, for instance, decide to substitute such an Index in the following circumstances:

- (a) the transferable securities or other techniques or instruments described in the "*Investment Restrictions*" section which are necessary for the implementation of the relevant Fund's investment objective cease to be sufficiently liquid or otherwise be available for investment in a manner which is regarded as acceptable by the Directors;
- (b) the quality, accuracy and availability of data of a particular Index has deteriorated;
- (c) the components of the applicable Index would cause the Fund (if it were to follow the Index closely) to be in breach of the limits set out in the "*Investment Restrictions*" section and/or materially affect the taxation or fiscal treatment of the Company or any of its Shareholders;

- (d) the particular Index ceases to exist or, in the determination of the Directors, there is, or is expected to be, a material change in the formula for or the method of calculating a component of the Index or there is, or is expected to be, a material modification of a component of the Index;
- (e) the Index Provider increases its licence fees to a level which the Directors consider excessive;
- (f) there is a change of ownership of the relevant Index Provider to an entity not considered acceptable by the Directors and/or a change of name of the relevant Index; or
- (g) a new index becomes available which is regarded as the market standard for investors in the particular market and/or would be regarded as of greater benefit to the shareholders than the existing Index.

The above list is indicative only and should not be understood as being exhaustive in respect of the ability of the Directors to change the Index in any other circumstances as they consider appropriate. The Prospectus and any of the Relevant Supplements will be updated in the case of substitution or change of the existing Index of a Fund for another Index.

The Directors will change the name of a Fund if its Index is changed. Any change to the name of a Fund will be approved in advance by the Central Bank and the relevant documentation will be updated.

TRACKING ACCURACY

Tracking difference: The Investment Manager and/or Sub-Investment Manager aims to achieve a level of tracking accuracy whereby the anticipated annual difference in returns, after expenses, between the performance of the shares of a Fund and that Fund's Index will not exceed 1% under normal market conditions. However, exceptional circumstances may arise which cause a Fund's tracking accuracy to exceed 1%. Additionally, in relation to certain Funds through the composition of each of that Fund's Index, it may not be practicably possible, for example because of the Company's investment restrictions, to achieve such a level of tracking accuracy. It is anticipated for most Funds, especially those where the Index's component securities are listed on one or more highly liquid and efficient Recognised Markets, that the level of tracking accuracy will be significantly better than normal annual return differences of 1%. In relation to those certain Funds where such accuracy is not practicably possible, it is anticipated that the normal annual return differences will be no more than 5%.

Tracking error: The Investment Manager and/or Sub-Investment Manager aims to keep the tracking error, defined as the volatility of the tracking difference between the performance of the shares of a Fund and that Fund's Index, below or equal to 1% under normal market conditions. However, exceptional circumstances may arise which cause a Fund's tracking error to exceed 1%. Additionally, in relation to certain Funds through the composition of that Fund's Index, it may not be practicably possible, for example because of the Company's investment restrictions, to achieve such a tracking error. It is anticipated for most Funds, especially those where the Index's component securities are listed on one or more highly liquid and efficient Recognised Markets, that the tracking error will be significantly lower than 1%. In relation to those certain Funds where such accuracy is not practicably possible, it is anticipated that the annual tracking error will be no more than 3%.

For the avoidance of doubt any currency versions of a Fund's Classes may have a higher tracking error and tracking difference than those set out above.

The annual and half-yearly reports will state the size of the tracking difference and tracking error at the end of the period under review. The annual report will provide an explanation of any divergence between the anticipated and realised tracking error for the relevant period. The annual report will also disclose and explain the annual tracking difference between the performance of the Fund and the performance of the Index tracked.

Exposure to the Index through physical replication may be affected by rebalancing costs, in particular where the Index undergoes significant rebalancing or where constituents are not very liquid or have restrictions in terms of accessibility. Rebalancing costs are a factor of the rebalancing frequency of the underlying Index, the constituents' weighting adjustments and/or the number of constituents being replaced on each rebalancing day, and the transaction costs incurred to implement such changes. High rebalancing costs will generally deteriorate the relative performance between the Fund and the Index. The rebalancing frequency is detailed for each Fund in the Relevant Supplement.

USE OF FINANCIAL DERIVATIVE INSTRUMENTS

The use of FDI by any Fund for investment purposes or for efficient portfolio management will be described in the Relevant Supplement. In this context, efficient portfolio management means the reduction of risks, including the risk of differences in the performance of a Fund and the performance of the Index tracked by the relevant Fund, the reduction of costs to the Company or the generation of additional capital or income for the Company with an appropriate level of risk, taking into account the risk profile of the relevant Fund and the risk diversification rules set out in the Central Bank Rules. In addition, the use of such techniques and instruments must be realised in a cost-effective way and must not result in a change to the investment objective of the Fund or add supplementary risks not covered in this Prospectus. Please refer to the section of this Prospectus entitled "Risk Information; Efficient Portfolio Management Risk" for more details. The risks arising from the use of such techniques and instruments shall be adequately captured in the Company's risk management process.

FDI may also be used for hedging against market movements, currency exchange or interest rate risks subject to the general restrictions outlined in the "*Investment Restrictions*" section below. Hedging is a technique used for minimising an exposure created from an underlying position by counteracting such exposure by means of acquiring an offsetting position. The positions taken for hedging purposes will not be allowed to exceed materially the value of the assets that they seek to offset. In the event that a Fund uses FDI, there may be a risk that the volatility of the Fund's Net Asset Value may increase. The contribution of FDI to the risk profile of a Fund which uses FDI will be disclosed in its investment policies. Although a Fund may be leveraged as a result of use of FDI, the Fund's global exposure relating to the use of FDI may not exceed its total net assets, i.e. the Fund may not be leveraged in excess of 100% of its Net Asset Value. The global exposure and leverage of each Fund's which uses FDI will be calculated using either the commitment approach or an advanced value-at-risk approach, as specified in the Relevant Supplement. The commitment approach converts a Fund's FDI positions into the equivalent positions in the underlying assets and seeks to ensure that the FDI risk is monitored in terms of any future "commitments" to which it is (or may be) obligated. The alternative, value-at-risk approach is a risk measurement methodology commonly used to measure the "risk of loss" to an asset portfolio. It calculates the maximum loss in a portfolio of assets with a given probability of loss (defined as the confidence level), over a given period of time. Investors should refer to the "*Risk Information*" section for information in relation to the risks associated with the use of FDI.

A Fund may invest in OTC derivatives in accordance with the Central Bank Rules and provided that the counterparties to the OTC derivatives are Eligible Counterparties.

The Manager will employ a risk management process (an "RMP") which will enable it to monitor, measure and manage the risks attached to FDI. The Investment Manager and/or Sub-Investment Manager will not utilise FDI which have not been included in the RMP until such time as the revised RMP has been updated and provided to the Commission de Surveillance du Secteur Financier. The Manager will on request provide supplementary information to Shareholders relating to the risk management methods employed including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investment.

USE OF SECURITIES FINANCING TRANSACTIONS

A Fund may enter into Securities Financing Transactions in accordance with normal market practice subject to the requirements of SFTR and the Central Bank Rules. Such Securities Financing Transactions may be entered into for any purpose that is consistent with the investment objective of the relevant Fund, including to generate income or profits in order to increase portfolio returns or to reduce portfolio expenses or risks.

Any type of assets that may be held by each Fund in accordance with its investment objectives and policies can be subject to Securities Financing Transactions. In accordance with the Investment Restrictions section of this Prospectus such assets will be the constituents of the Reference Index of the relevant Fund unless otherwise stated in the supplement for the relevant Fund.

The most recent semi-annual and annual report of the Company will express as an absolute amount and as a percentage of each Fund's assets the amount of the relevant Fund assets subject to Securities Financing Transactions.

When selecting counterparties to securities lending transactions, the Investment Manager and/or Sub-Investment Manager may take into account such criteria as it determines appropriate, including but not limited to the legal status, country of origin and minimum credit rating (where relevant), notwithstanding that the Central Bank Rules do not prescribe any pre-trade eligibility criteria for counterparties to a Fund's securities lending transactions. A Fund may only enter into securities lending transactions with counterparties which have a minimum credit rating of A2 or equivalent from a Recognised Rating Agency or which, if unrated, have, in the opinion of the Investment Manager and/or Sub-Investment Manager, an implied rating of A2 or better. Alternatively, an unrated counterparty is acceptable where the relevant Fund is indemnified or guaranteed against losses suffered as a result of a failure by the counterparty by an entity which maintains a rating of A2 or equivalent.

A Fund may enter Securities Financing Transactions only in accordance with normal market practice and provided that collateral obtained under the Securities Financing Transactions meets, at all times, the criteria for collateral as further outlined below.

All the revenues arising from Securities Financing Transactions and any other efficient portfolio management techniques shall be returned to the relevant Fund following the deduction of any direct and indirect operational costs and fees arising. Such direct and indirect operational costs and fees (which are all fully transparent), which shall not include hidden revenue, shall include fees and expenses payable to repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company from time to time. Such fees and expenses of any repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company, which will be at normal commercial rates together with VAT, if any, thereon, will be borne by the Company or the Fund in respect of which the relevant party has been engaged. Details of Fund revenues arising and attendant direct and indirect operational costs and fees as well as the identity of any specific repurchase/reverse repurchase agreements counterparties and/or securities lending agents engaged by the Company from time to time shall be included in the Company's semi-annual and annual reports.

While the Company and/or the Manager will conduct appropriate due diligence in the selection of counterparties, including consideration of the legal status, country of origin, credit rating, and minimum credit rating (where relevant), it is noted that the Central Bank Rules do not prescribe any pre-trade eligibility criteria for counterparties to a Fund's Securities Financing Transactions.

Please refer to "Risk Information" in respect of the risks related to Securities Financing Transactions.

From time to time, a Fund may engage repurchase/reverse repurchase agreements counterparties and/or securities lending agents that are related parties to the Depositary or other service providers of the Company. Such engagement may on occasion cause a conflict of interest with the role of the Depositary or other service provider in respect of the Company. The identity of any such related parties will be specifically identified in the Company's semi-annual and annual reports.

Repurchase/reverse repurchase agreements or securities lending do not constitute borrowing or lending for the purposes of UCITS Regulation 103 and UCITS Regulation 111 respectively.

Securities Lending

Unless otherwise stated in the Relevant Supplement, each Fund, in accordance with normal market practice and subject to the requirements of SFTR and the Central Bank Rules, may lend its portfolio securities via a securities lending program through an appointed securities lending agent, including the Depositary and the Administrator, to brokers, dealers and other financial institutions desiring to borrow securities to complete transactions and for other purposes. A securities lending program allows a Fund to receive a portion of the income generated by lending its securities and, if cash is received as collateral, investing the cash collateral.

Any returns or losses generated by securities lending transactions will be for the account of a Fund, subject to the terms agreed with the relevant securities lending agent which may provide for deductions for taxes and any fees, costs and expenses of the SFTR Counterparty, any depositary or third parties.

The Funds exposure to securities lending transactions is set out below (in each case as a percentage of Net Asset Value):

| Fund | Securities Lending | |
|---|--------------------|---------|
| | Expected | Maximum |
| Funds tracking an equity index (other than any Funds specifically listed below) | up to 50% | 50% |
| Funds tracking a "socially responsible" index, i.e. MSCI | 0 % | 0% |

Repurchase Agreements

A repurchase agreement is an agreement between a seller and a buyer of specified securities under which the seller agrees to repurchase securities at an agreed upon price and, usually, at a stated time (if the Company is the seller, the agreement is categorised by the Company as a repurchase agreement; if the Company is the buyer, the agreement is categorised by the Company as a reverse repurchase agreement). The difference between the purchase price and the repurchase price represents the yield to the buyer from the repurchase transaction. In contrast, in a stock lending transaction, the lender makes a loan of securities to the borrower upon terms that require the borrower to return equivalent securities to the lender within a specified period and the borrower pays the lender a fee for the use of the securities during the period that they are on loan.

Any Fund that enters 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 recallable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the Net Asset Value of the Fund.

A Fund that enters into a repurchase agreement should ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered. Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days shall be considered as arrangements on terms that allow the assets to be recalled at any time by the Fund.

The Funds exposure to repurchase agreements is set out below (in each case as a percentage of Net Asset Value):

| Fund | Repurchase Agreements | |
|---|-----------------------|---------|
| | Expected | Maximum |
| Funds tracking an equity index (other than any Funds specifically listed below) | up to 100% | 100% |
| Funds tracking a "socially responsible" index, i.e. MSCI | up to 100% | 100% |

Collateral Policy

In the context of efficient portfolio management techniques and Securities Financing Transactions and/or the use of FDI for hedging or investment purposes, collateral may be received from a counterparty for the benefit of a Fund or posted to a counterparty by or on behalf of a Fund. Any receipt or posting of collateral by a Fund will be conducted in accordance with the requirements of the Central Bank and the terms of the Company's collateral policy outlined below.

Collateral – received by the UCITS

Collateral posted by a counterparty for the benefit of a Fund may be taken into account as reducing the exposure to such counterparty. Each Fund will require receipt of the necessary level of collateral so as to ensure counterparty exposure limits are not breached. Counterparty risk may be reduced to the extent that the value of the collateral received corresponds with the value of the amount exposed to counterparty risk at any given time.

A Fund receiving collateral for at least 30% of its assets should have an appropriate stress testing policy in place to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy will at least prescribe the components set out in Regulation 24 paragraph (8) of the Central Bank Regulations.

For the purpose of providing margin or collateral in respect of transactions in techniques and instruments, the Fund may transfer, mortgage, pledge, charge or encumber any assets of the Fund in accordance with normal market practice (including the transfer of daily variation margins) and the requirements outlined in the Central Bank Rules.

All assets received by a Fund in the context of Securities Financing Transactions shall be considered as collateral and must comply with the terms of the Company's collateral policy.

Non-cash collateral

Non-cash collateral received must, at all times, meet with the following criteria:

(i) Liquidity: Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. The following types of securities are accepted as collateral provided they comply with the above requirements:

(1) Fixed Income Securities; and

(2) Equities in the form of world stock indices. Further information on the types of securities accepted as collateral is available on the Company's website at <http://www.ubs.com/etf>.

Collateral received should also comply with the provisions of the Central Bank Regulations.

(ii) Valuation: Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts (as referred to below) are in place.

Where appropriate, non-cash collateral held for the benefit of a Fund shall be valued in accordance with the valuation policies and principles of the Company. Subject to any agreement on valuation made with the counterparty, collateral posted to a counterparty will be valued daily at mark-to-market value.

(iii) Issuer credit quality: Collateral received should be of high quality.

(iv) Correlation: Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty.

(v) Diversification (asset concentration): Collateral should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure to a given issuer of 20% of the Fund's Net Asset Value. The criterion of sufficient diversification with respect of issuer concentration is considered to be respected if a Fund receives from a counterparty a basket of collateral with a maximum exposure to a given issuer of 20% of its Net Asset Value. When the Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. To the extent that a Fund avails of the increased issuer exposure facility in section 5(ii) of Schedule 3 of the Central Bank Regulations, such increased issuer exposure may be to any of the issuers listed in section 2.12 of the "Investment Restrictions" section of the Prospectus.

(vi) Immediately available: Collateral received should be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

(vii) Safe-keeping: Collateral received on a title transfer basis (whether in respect of a Securities Financing Transaction, an OTC derivative transaction or otherwise) should be held by the Depository. For other types of

collateral arrangement, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

- (viii) Haircuts: The Company (or its delegate), on behalf of each Fund, shall apply suitably conservative haircuts to assets being received as collateral where appropriate on the basis of an assessment of the characteristics of the assets such as the credit standing or the price volatility, as well as the outcome of any stress tests performed as referred to above. The Company has determined that generally if issuer or issue credit quality of the collateral is not of the necessary quality or the collateral carries a significant level of price volatility with regard to residual maturity or other factors, a conservative haircut must be applied in accordance with more specific guidelines as will be maintained in writing by the Company on an on-going basis. However, the application of such a haircut will be determined on a case by case basis, depending on the exact details of the assessment of the collateral. The Company, in its discretion, may consider it appropriate in certain circumstances to resolve to accept certain collateral with more conservative, less conservative or no haircuts applied if it so determines, on an objectively justifiable basis. Any extenuating circumstances that warrant the acceptance of relevant collateral with haircut provisions other than the guideline levels must be outlined in writing. Documentation of the rationale behind this is imperative. Collateral is marked to market on a daily basis. The value of collateral may change on an intra-day basis due to market movements resulting from corporate actions and other events which may result in the value of the collateral held falling below the 105% limit for over hedged positions or the 95% limit for under hedged positions of the value of the lent securities for a short duration until the next daily marking to market occurs. Collateral is likewise monitored on a daily basis to ensure the required diversification levels are maintained. Collateral is received in the context of OTC derivatives transactions where the exposure to the relevant OTC counterparty exceeds the applicable legal and regulatory limits as stated under section 2.8 Investment Restrictions (i.e. 10% when the counterparty is a credit institution, or 5% of its assets in any other case).
- (iv) Maturity: There are no restrictions on maturity provided the collateral is sufficiently liquid.

Non-cash collateral cannot be sold, pledged or re-invested.

Cash collateral

Cash collateral 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 Fund 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).

Re-invested cash collateral should be diversified in accordance with the diversification requirement applicable to non-cash collateral outlined above. Re-invested cash collateral may not be placed on deposit with the counterparty or a related entity. Exposure created through the reinvestment of collateral must be taken into account in determining risk exposures to a counterparty. Re-investment of cash collateral in accordance with the provisions above can still present additional risk for the Fund. Please refer to the section of this Prospectus entitled "Risk Information; Reinvestment of Cash Collateral Risk" for more details.

Collateral – posted by the UCITS

Collateral posted to a counterparty by or on behalf of the Fund must be taken into account when calculating counterparty risk exposure. Collateral posted to a counterparty and collateral received by such counterparty may be taken into account on a net basis provided the Fund is able to legally enforce netting arrangements with the counterparty. Assets provided by

a Fund on a title-transfer basis shall no longer belong to the Fund and shall pass outside the custodial network. The counterparty may use those assets at its absolute discretion. Assets provided to a counterparty other than on a title transfer basis shall be held by the Depositary or a duly appointed sub-custodian.

Collateral posted to a counterparty by or on behalf of a Fund will consist of such collateral as is agreed with the counterparty from time to time and may include any types of assets held by the Fund.

Until the expiry of a securities lending arrangement or repurchase agreement, collateral obtained must meet the criteria outlined above. The requirement for the collateral to be transferred to the Depositary is not applicable in the event that the Company uses tri-party collateral management services of international central securities depositories or Relevant Institutions which are generally recognised as specialists in this type of transaction and are subject to prudential supervision of the Depositary and which are unrelated to the provider of the collateral, the Company may enter into securities lending programmes organised by generally recognised international central securities depositories systems provided that the programme is subject to a guarantee from the system operator. The Depositary must be a named participant to the collateral arrangements.

Pursuant to the terms of the relevant securities lending agreement, the appointed lending agent will, on behalf of the Company, receive a securities lending fee from the borrower. The lending agent is entitled to retain a portion of the securities lending revenue to cover all costs associated with the securities lending activity including the delivery of loans, the management of collateral and the provision of the securities lending indemnity, in accordance with the provisions of the securities lending agreement. The income generated from the securities lending programme will be disclosed in the periodic reports of the Company and the fees paid will be at normal commercial rates. A Fund must have the right at any time to terminate any securities lending agreement entered into by it, and to demand the return of any or all securities lent within five (5) Business Days or such other period as normal market practice dictates.

USE OF CURRENCY FORWARDS AND FUTURES

A Fund may be permitted to invest in securities denominated in a currency other than the Base Currency of the Fund and may seek to hedge its investments against currency fluctuations which are adverse to the Base Currency of the relevant Fund by entering into hedging arrangements.

Subject to the restrictions imposed on the use of FDI described above and by the UCITS Regulations, each Fund may enter into various currency transactions, i.e., forward foreign currency contracts or foreign currency exchange to protect against uncertainty in future exchange rates or to alter the exposure characteristics of transferable securities held by the Fund.

Forward foreign currency contracts are agreements to exchange one currency for another - for example, to exchange a certain amount of Sterling for a certain amount of Euro - at a future date. The date (which may be any agreed-upon fixed number of days in the future), the amount of currency to be exchanged and the price at which the exchange will take place are negotiated and fixed for the term of the contract at the time that the contract is entered into. Under the UCITS Regulations, uncovered positions in currency derivatives are not permitted however the Company may invest in currency derivative instruments for investment and efficient portfolio management purposes which are covered by liquid financial instruments. Any such currency transactions must be used in accordance with the investment objective and policies of the Fund.

A Fund may "cross-hedge" one foreign currency exposure by selling a related foreign currency into the Base Currency of that Fund. Also, in emerging or developing markets, local currencies are often expressed as a basket of major market currencies such as the U.S. Dollar, Euro or Japanese Yen. A Fund may hedge out the exposure to currencies other than its Base Currency in the basket by selling a weighted average of those currencies forward into the Base Currency. The use of any currency forwards and/or futures, including details of their impact on the risk profile of that Fund, will be disclosed in full in the Relevant Supplement.

Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. Futures contracts may be sold on condition that either the security which is the subject of the contract remains at all times in the ownership of the Company for the account of the relevant Fund, or on condition that all of the assets of the relevant Fund or a proportion, which may not be less in value

than the exercise value of the futures contract sold, can reasonably be expected to behave in terms of price movement, in the same manner as the futures contract. Futures contracts may be purchased on condition that the exercise value of the contract is at all times held by the Company for the account of the relevant Fund, in liquid assets or readily marketable securities. However, a Fund which invests directly in both fixed income and equity markets may purchase futures contracts on condition that the aggregate net exposure of the Fund is not greater than that which would be achieved through direct investment of all of the Fund's assets in the underlying securities. In such cases the Fund must clearly provide for such an active asset allocation strategy in its investment objectives.

Any such hedging will endeavour to hedge no less than 95% of the portion of the Net Asset Value of the relevant Class which is to be hedged against currency risk. Due to matters outside the control of the Company, currency exposure may be over or under hedged but over hedged positions will not be permitted to exceed 105% of the Net Asset Value of the relevant Class. Hedged positions will be kept under review on an ongoing basis, at least at the same valuation frequency of the Fund, to ensure that over hedged or under hedged positions do not exceed/fall short of the permitted levels disclosed above. Such review will incorporate a procedure to rebalance the hedging arrangements on a regular basis to ensure that any such position stays within the permitted position levels disclosed above and is not carried forward from month to month.

Any currency forwards and futures used to implement such strategies with respect to one or more Classes shall be assets/liabilities of a Fund as a whole but will be attributable to the relevant Class(es) and the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class. Given that there is no segregation of liability between classes, there is a risk that, under certain circumstances, currency hedging transactions in relation to classes which have "hedged" in their name could result in liabilities which might affect the Net Asset Value of other classes of the relevant Fund. Where a Class is to be hedged this will be disclosed in the Supplement for the relevant Fund in which such Class is issued. Any currency exposure of a Class may not be combined with or offset against that of any other Class of a Fund. The currency exposure of the assets attributable to a Class may not be allocated to other Classes.

BORROWING MONEY

Each Fund may borrow money from a bank up to a limit of 10% of its Net Asset Value, but only for temporary or emergency purposes. A Fund may acquire foreign currency by means of a back-to-back loan agreement. Foreign currency obtained in this way is not classified as borrowing for the purposes of the UCITS Regulations provided that the offsetting deposit (a) is denominated in the Base Currency and (b) equals or exceeds the value of the foreign currency loan outstanding.

POOLING

Subject to the general provisions of Articles and in accordance with the requirements of the Central Bank, the Directors and/or the Manager may, for the purpose of efficient portfolio management, where the investment policies of the funds so permit, choose that the assets of certain Funds be co-managed together with the assets of other Funds. In such cases, assets of different Funds will be managed in common. The assets which are co-managed shall be referred to as a "pool", notwithstanding the fact that such pools are used solely for internal management purposes. The pools do not constitute separate entities and are not directly accessible to investors. Each of the co-managed Funds shall be allocated its specific portion of assets. This Prospectus (if necessary), the Relevant Supplement and the material contracts to which the Company is a party (as appropriate) will be updated to reflect any such co-management arrangements prior to their implementation.

PURCHASE AND SALE INFORMATION

Primary Markets

The Company will only accept subscriptions from Authorised Participants. An investor who is not an Authorised Participant may purchase Shares on the secondary market. Shares may be issued and redeemed in exchange for cash, securities or a combination of cash and securities. To the extent required by applicable law of a country where the Shares are registered for public sale, cash redemptions may be accepted from Shareholders not qualifying as Authorised

Participants, subject to the procedures and charges described below and in the section entitled "*Purchase and Sale Information*".

Secondary Markets

Shares may be purchased and sold in smaller volumes on the relevant Listing Stock Exchanges through brokers at market prices. Because Shares trade on the Listing Stock Exchanges at market prices rather than the Net Asset Value per Share, Shares may trade at a price greater than the Net Asset Value per Share (premium) or less than the Net Asset Value per Share (discount). Where the value of the Shares quoted on the secondary market significantly differs or varies from the current Net Asset Value per Share, investors subject to their liaising with the Administrator and complying with any necessary anti-money laundering checks requested by the Administrator, may apply to the Company to be registered as the owners of Shares purchased on secondary markets to access primary market redemption facilities. Such secondary market investors should refer to the section entitled "*Purchase and Sale Information*" of the Prospectus for details on how to process such redemption requests.

Investors should refer to the "*Purchase and Sale Information*" section for further details.

PORTFOLIO TRANSPARENCY

Information on the calculation methodology, including the exact composition of each Fund's Index, is available on the website indicated in the Relevant Supplement.

In addition, for each Fund on each Dealing Day a statement prepared by the Company administrator will be published by the Company on (or through a link on) the UBS Exchange Traded Funds Website (<http://www.ubs.com/etf>) disclosing each of the securities and the number thereof which the Company will expect to be delivered to it by an Authorised Participant when subscribing for Shares.

TAX INFORMATION

The investments of the Company will be subject to the laws of the relevant country in which it invests. Levels and bases of taxation in those countries may change. The Company may be subject to withholding tax, capital gains tax or other taxes on income and / or gains arising from its investment portfolio, including without limitation taxes imposed by jurisdictions in which the issuer of securities held by the Company is incorporated, established or resident for tax purposes. The Company may also incur or bear transaction, transfer or other similar taxes in respect of the actual or notional amount of any acquisition, disposal or transaction relating to its investment portfolio. Where the Company invests in securities or assets or enters into transactions that are not subject to withholding tax, capital gains tax, transaction or other taxes at the time of acquisition or disposal, there can be no assurance that tax may not be withheld or imposed in the future as a result of any change in applicable law, treaties, rules or regulations or the interpretation thereof. The Company may not be able to recover any such tax imposed and so any such change could have an adverse effect on the Net Asset Value of the Shares in the Company. The distribution policy of each Fund will be set out in the Relevant Supplement. The tax treatment applicable to a Shareholder will depend on its individual situation. Accordingly, Shareholders and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, exchanging or otherwise disposing of Shares under the laws of their country of incorporation, establishment, citizenship, residence, ordinary residence or domicile.

Investors should refer to the "*Tax Information*" section for further details on the taxation risks associated with investing in the Company.

REFERENCE TO RATINGS AND BENCHMARKS

The European Union (Alternative Investment Fund Managers) (Amendment) Regulations 2014 (S.I. No. 379 of 2014) (the "**Amending Regulations**") transpose the requirements of the Credit Ratings Agencies Directive (2013/14/EU) ("**CRAD**") into Irish law. CRAD aims to restrict the reliance on ratings provided by credit rating agencies and to clarify the obligations for risk management. In accordance with the Amending Regulations and the CRAD (which amended the Regulations), notwithstanding anything else in this Prospectus, the Investment Manager shall not solely or mechanically rely on credit ratings in determining the credit quality of an issuer or counterparty.

Certain Funds may refer to indices within the Supplement of the relevant Funds. These indices may be referenced for various purposes including, but not limited to operating as a reference benchmark which the Fund seeks to outperform and relative VaR measurement. Where an index is used for such purposes the relevant index will not be used to measure the performance of the Fund for the purposes of defining asset allocation in accordance with Article 3 (1)(7)(e) of the Benchmark Regulation. The particular purpose of the relevant index shall be clearly disclosed in the relevant Supplement. Shareholders should note that the Company and/or its distributors may from time to time refer to other indices in marketing literature or other communications purely for financial or risk comparison purposes. However, unless such indices are referred to as such in the Supplement of the Fund they are not formal benchmarks against which the Fund is managed.

OTHER INFORMATION

TYPICAL INVESTOR PROFILE

The Company has been established for the purpose of investing in transferable securities in accordance with the UCITS Regulations. The investment objectives and policies for each Fund will be set out in the Relevant Supplement. Unless otherwise disclosed in the Relevant Supplement, investors are expected to be retail and institutional investors. Further details regarding the profile of a typical investor for each Fund are set out in the Relevant Supplement.

REPORT AND ACCOUNTS

The Company's accounting period will end on 31 December in each year. The Company will publish an annual report and audited annual accounts within four months of the end of the financial period to which they relate. The unaudited half-yearly reports of the Company covered the period to 30 June in each year. The unaudited half yearly reports will be published within two months of 30 June. The annual report and the half-yearly report will be made available on the Website and may be sent to Shareholders by electronic mail or other electronic means of communication, although Shareholders and prospective investors may also, on request, receive reports by hard copy mail.

DIRECTORS' INTERESTS

At the date of this Prospectus, no Director has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company and save as disclosed below no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature and conditions or significant in relation to the business of the Company.

At the date of this Prospectus none of the Directors nor any associated person have any beneficial interest in the share capital of the Company or any options in respect of such capital.

Clemens Reuter, Frank Muesel, Andreas Haberbzeth and Ian Ashment are employees of the UBS Group or affiliate companies.

MEMORANDUM AND ARTICLES OF ASSOCIATION

Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Memorandum and Articles of Association of the Company, copies of which are available as described in the "*Where To Learn More About The Funds*" section of this Prospectus.

SHARE CAPITAL

The authorised share capital of the Company is 500,000,300,002 (five hundred billion, three hundred thousand and two) Shares of no par value divided into 300,002 (three hundred thousand and two) Subscriber Shares of no par value and 500,000,000,000 (five hundred billion) Shares of no par value. The Directors are empowered to issue up to all of the Shares of the Company on such terms as they think fit. The Shares entitle the holders to attend and vote at general meetings of the Company and to participate equally (subject to any differences between fees, charges and expenses applicable to different Classes) in the profits and assets of the Fund to which the Shares relate. The Company may from time to time by ordinary resolution increase its capital, consolidate the Shares or any of them into a smaller number of Shares, sub-divide the Shares or any of them into a larger number of Shares or cancel any Shares not taken or agreed to be taken by any person. The Company may by special resolution from time to time reduce its share capital in any way permitted by law. At a meeting of Shareholders, on a show of hands, each Shareholder shall have one vote and, on a poll, each Shareholder shall have one vote for each whole Share held by such Shareholder.

The Subscriber Shares entitle the holders to attend and vote at general meetings of the Company but do not entitle the holders to participate in the profits or assets of the Company except for a return of capital on a winding-up.

FUNDS

Under the Articles, the Directors are required to establish a separate Fund, with separate records, in the following manner:

- (a) the Company or the Manager acting on its behalf will keep separate books and records of account for each Fund. The Company or Manager may also rely on their delegates in order to fulfill this obligation. The proceeds from the issue of Shares issued in respect of a Fund will be applied to the Fund, and the assets and liabilities and income and expenditure attributable to that Fund will be applied to such Fund;
- (b) any asset derived from another asset in a Fund will be applied to the same Fund as the asset from which it was derived and any increase or diminution in value of such an asset will be applied to the relevant Fund;
- (c) in the case of any asset which the Directors and/or the Manager do not consider as readily attributable to a particular Fund or Funds, the Directors and/or the Manager have the discretion to determine, acting in a fair and equitable manner and with the consent of the Depositary, the basis upon which any such asset will be allocated between Funds and the Directors and/or the Manager may at any time and from time to time vary such basis;
- (d) any liability will be allocated to the Fund or Funds to which in the opinion of the Directors it relates or if such liability is not readily attributable to any particular Fund the Directors and/or the Manager will have discretion to determine, acting in a fair and equitable manner and with the consent of the Depositary, the basis upon which any liability will be allocated between Funds and the Directors and/or the Manager may at any time and from time to time vary such basis;
- (e) in the event that assets attributable to a Fund are taken in execution of a liability not attributable to that Fund, and in so far as such assets or compensation in respect thereof cannot otherwise be restored to that Fund affected, the Directors and/or the Manager, with the consent of the Depositary, shall certify or cause to be certified, the value of the assets lost to the Fund affected and transfer or pay from the assets of the Fund or Funds to which the liability was attributable, in priority to all other claims against such Fund or Funds, assets or sums sufficient to restore to the Fund affected, the value of the assets or sums lost to it;
- (f) where the assets of the Company (if any) attributable to the Subscriber Shares give rise to any net profit, the Directors and/or the Manager may allocate assets representing such net profits to such Fund or Funds as they may deem appropriate, acting in a fair and equitable manner; and
- (g) subject as otherwise provided in the Articles, the assets held for the account of each Fund shall be applied solely in respect of the Shares to which such Fund appertains and shall belong exclusively to the relevant Fund and shall not be used to discharge directly or indirectly the liabilities of or claims against any other Fund and shall not be available for any such purpose.

Each of the Shares entitles the Shareholder to participate equally on a pro rata basis in the dividends and net assets of the Fund in respect of which they are issued, save in the case of dividends declared prior to becoming a Shareholder.

COMMUNICATIONS WITH SHAREHOLDERS

Communications with Shareholders may be effected by fax, email, or such other form of electronic communication as may be approved by the Directors and notices may also be given by way of advertisement containing the full text of the notice in at least one leading international newspaper and one daily newspaper in Dublin, Ireland or such other publication as the Directors may from time to time determine circulating in any country where the Shares of the Company are being issued and such notice shall be deemed to have been served at noon on the day on which such advertisement appears.

Copies of any documents sent to Shareholders will be available for inspection at the office of the Administrator. Communications with Shareholders will also be published on the Website. Investors should regularly visit the Website, or request that their stockbrokers or other financial agents or advisers do so on their behalf, to ensure that they obtain such information on a timely basis.

WINDING UP

Generally, under Irish law, if a company is being wound up, a liquidator is appointed to settle outstanding claims and distribute the remaining assets of the company. The liquidator will use the assets of the company in order to satisfy claims of creditors. Thereafter, the liquidator will distribute the remaining assets among the Shareholders. The Articles contain provision that will require, firstly, the distribution of assets to the Shareholders of each Fund after settlement of the liabilities of that Fund and, thereafter, distribution to the holders of Subscriber Shares of the nominal amount paid in respect of those Subscriber Shares. The liquidator may, if authorised by a special resolution, distribute assets of the Company in specie provided that, in such circumstances, Shareholders may request that the assets to be distributed to them be sold, with the net cash proceeds to be paid to them.

INVESTMENT RESTRICTIONS

The assets of each Fund will be invested in accordance with the investment restrictions contained in the UCITS Regulations which are summarised below and such additional investment restrictions, if any, as may be adopted by the Directors and further details in relation to which will be set out in the Relevant Supplement.

1 PERMITTED INVESTMENTS

Investments of a Fund 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, other than those dealt on a regulated market.
- 1.4 units of UCITS.
- 1.5 units of AIFs.
- 1.6 deposits with credit institutions.
- 1.7 FDI.

2 INVESTMENT RESTRICTIONS

- 2.1 A Fund may invest no more than 10% of its net assets in transferable securities and money market instruments other than those referred to in paragraph 1 above.
- 2.2 A Fund may invest no more than 10% of net assets in recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by a Fund in certain U.S. securities known as Rule 144A securities provided that
 - such securities are issued with an undertaking to register with the U.S. Securities & Exchange Commission within one year of issue; and
 - the securities are not illiquid securities, i.e. they may be realised by a Fund within seven days at the price, or approximately at the price, at which they are valued by the Fund.
- 2.3 A Fund may invest no more than 10% of its net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is no more 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 a Fund invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the Net Asset Value of the Fund.

- 2.5 The limit of 10% 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 paragraph 2.4 and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in paragraph 2.3.
- 2.7 A Fund may not invest more than 20% of its net assets in deposits made with the same credit institution.
- Deposits by a Fund with any one credit institution, other than with Relevant Institutions held as ancillary liquidity, must not exceed 10% of net assets.
- This limit may be raised to 20% in the case of deposits made with the Depository.
- 2.8 The risk exposure of a Fund to a counterparty to an OTC FDI may not exceed 5% of net assets.
- This limit is raised to 10% in the case of Relevant Institutions.
- 2.9 Notwithstanding paragraphs 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:
- (i) investments in transferable securities or money market instruments;
 - (ii) deposits; and/or
 - (iii) counterparty risk exposures arising from OTC FDI.
- 2.10 The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of the net assets of the relevant Fund.
- 2.11 Group companies are regarded as a single issuer for the purposes of paragraphs 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets of a Fund may be applied to investments in transferable securities and money market instruments within the same group.
- 2.12 A Fund may invest up to 100% of its net assets in different transferable securities and money market instruments issued or guaranteed by any Member State, or any local authority of a Member State, or non-Member States or public international bodies of which one or more Member States are members or by Australia, Canada, Hong Kong, Japan, New Zealand, Switzerland, United States or any of the following: or by OECD Governments (provided the relevant issues are investment grade), Government of Brazil (provided the issues are of investment grade), Government of the People's Republic of China, Government of India (provided the issues are of investment grade), Government of Singapore, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe, Eurofima, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority or Straight-A Funding LLC.

A Fund must hold securities from at least 6 different issues, with securities from any one issue not exceeding 30% of its net assets.

3 INVESTMENT IN COLLECTIVE INVESTMENT SCHEMES ("CIS")

- 3.1 A Fund may not invest more than 20% of net assets in any one CIS.
- 3.2 Investment in AIFs may not, in aggregate, exceed 30% of net assets.
- 3.3 A Fund may not invest more than 10% of net assets in total in other CIS. Such CIS must themselves be prohibited from investing more than 10% of net assets in total in other CIS.
- 3.4 Where a Fund invests in the units of other CIS that are managed directly or by delegation by a UCITS management company or by any other company with which that management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the Company's investment in the shares of the other CIS.
- 3.5 Where a commission (including a rebated commission) is received by the Investment Manager by virtue of an investment in the units of another CIS, this commission must be paid into the assets of the relevant Fund.

4 INDEX TRACKING UCITS

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

5 GENERAL PROVISIONS

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

The limits laid down in paragraphs (ii), (iii) and (iv) above may be disregarded at the time of acquisition, if at that time, the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.

- 5.3 5.1 and 5.2 shall not be applicable to:
 - (i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
 - (ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;

- (iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;
 - (iv) shares held by a Fund in the capital of a company incorporated in a non-Member State which invests its assets mainly in the securities of issuing bodies with the registered offices in that non-Member State, where under the legislation of that non-Member State such a holding represents the only way in which the Fund can invest in the securities of issuing bodies of that non-Member State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6 and provided that where these limits are exceeded, paragraphs 5.5 and 5.6 below;
 - (v) shares held by the Company in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the redemption of units at unit-holders' request exclusively on their behalf.
- 5.4 A Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or money market instruments, which form part of their assets.
- 5.5 The Central Bank has allowed each Fund to derogate from the provisions of paragraphs 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for a period of up to six months from the date of authorisation of such Fund, provided that such Fund observes the principle of risk spreading.
- 5.6 If the limits laid down herein are exceeded for reasons beyond the control of a Fund, or as a result of the exercise of subscription rights, that Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its Shareholders.
- 5.7 A Fund may not carry out uncovered sales of:
- (i) transferable securities;
 - (ii) money market instruments^{*};
 - (iii) units of collective investment undertakings; or
 - (iv) FDI.
- 5.8 A Fund may hold ancillary liquid assets.

6 FINANCIAL DERIVATIVE INSTRUMENTS

- 6.1 A Fund's global exposure relating to FDI must not exceed its total Net Asset Value.
- 6.2 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 Rules. (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 Rules).
- 6.3 A Fund may invest in FDI dealt in over-the-counter (OTC) provided that the counterparties to over-the-counter transactions are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
- 6.4 Investment in FDI are subject to the conditions and limits laid down by the Central Bank.

* Any short selling of money market instruments by UCITS is prohibited.

RISK INFORMATION

This section provides information regarding some of the general risks applicable to an investment in the Funds. Additional risk information specific to individual Funds is specified in the Relevant Supplement. This section is not intended to be a complete explanation and other risks may be relevant from time to time. In particular, the Company's and each Fund's performance may be affected by changes in market, economic and political conditions, and in legal, regulatory and tax requirements.

Before making an investment decision with respect to an investment in any Fund, prospective investors should carefully consider all of the information set out in this Prospectus and the Relevant Supplement, as well as their own personal circumstances, and should consult their own stockbroker, bank manager, lawyer, accountant and/or financial adviser. An investment in Shares is only suitable for investors who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The price of Shares can go down as well as up and their value is not guaranteed. Shareholders may not receive, at redemption or liquidation, the amount that they originally invested in a Fund or any amount at all.

PRINCIPAL RISKS

Cash Position Risk

A Fund may hold a significant portion of its assets in cash or cash equivalents at the Investment Manager's and/or Sub-Investment Manager's discretion. If a Fund holds a significant cash position for an extended period of time, its investment returns may be adversely affected.

Concentration Risk

A Fund may invest a relatively large percentage of its assets in issuers located in a single country, a small number of countries, or a particular geographic region. In these cases, the Fund's performance will be closely tied to the market, currency, economic, political, or regulatory conditions and developments in that country or region or those countries, and could be more volatile than the performance of more geographically-diversified funds.

In addition, a Fund may concentrate its investments in companies in a particular industry, market or economic sector. When a Fund concentrates its investments in a particular industry, market or economic sector, financial, economic, business, and other developments affecting issuers in that industry, market or sector will have a greater effect on the Fund than if it had not concentrated its assets in that industry, market or sector.

Further, investors may buy or sell substantial amounts of a Fund's shares in response to factors affecting or expected to affect a particular country, industry, market or sector in which the Fund concentrates its investments, resulting in abnormal inflows or outflows of cash into or out of the Fund. These abnormal inflows or outflows may cause the Fund's cash position or cash requirements to exceed normal levels, and consequently, adversely affect the management of the Fund and the Fund's performance.

Conflicts Of Interest

The Investment Manager and/or Sub-Investment Manager or its affiliates may provide services to the Company, such as securities lending agency services, custodial, administrative, bookkeeping, and accounting services, transfer agency and shareholder servicing, and other services. The Company may enter into repurchase agreements and FDI transactions with or through the Investment Manager and/or Sub-Investment Manager or one of its affiliates. The Company may invest in other pooled investment vehicles sponsored, managed, or otherwise affiliated with the Investment Manager and/or Sub-Investment Manager in which event the Company may not be charged subscription or redemption fees on account of such investment but will bear a share of the expenses of those other pooled investment vehicles; those investment vehicles may pay fees and other amounts to the Investment Manager and/or Sub-Investment Manager or its affiliates, which might have the effect of increasing the expenses of the Company. It is possible that other clients of the Investment Manager

and/or Sub-Investment Manager will purchase or sell interests in such other pooled investments at prices and at times more favourable than those at which the Company does so. There is no assurance that the rates at which the Company pays fees or expenses to the Investment Manager and/or Sub-Investment Manager or its affiliates, or the terms on which it enters into transactions with the Investment Manager and/or Sub-Investment Manager or its affiliates or on which it invests in any such other investment vehicles will be the most favourable available in the market generally or as favourable as the rates the Investment Manager and/or Sub-Investment Manager makes available to other clients. There will be no independent oversight of fees or expenses paid to, or services provided by, those entities. Because of its financial interest, the Investment Manager and/or Sub-Investment Manager may have an incentive to enter into transactions or arrangements on behalf of the Company with itself or its affiliates in circumstances where it might not have done so in the absence of that interest. Transactions and services with or through the Investment Manager and/or Sub-Investment Manager or its affiliates will, however, be effected in accordance with the applicable regulatory requirements.

The Investment Manager and/or Sub-Investment Manager and its affiliates serve as an investment adviser to other clients and may make investment decisions for their own accounts and for the accounts of others, including other funds that may be different from those that will be made by the Investment Manager and/or Sub-Investment Manager on behalf of the Company. In particular, the Investment Manager and/or Sub-Investment Manager may provide asset allocation advice to some clients that may include a recommendation to invest or redeem from a Fund while not providing that same recommendation to all clients invested in the same or similar Funds.

Other conflicts may arise, for example, when clients of the Investment Manager and/or Sub-Investment Manager invest in different parts of an issuer's capital structure, so that one or more clients own senior debt obligations of an issuer and other clients own junior debt of the same issuer, as well as circumstances in which clients invest in different tranches of the same structured financing vehicle. In such circumstances, decisions over whether to trigger an event of default or over the terms of any workout may result in conflicts of interest. When making investment decisions where a conflict of interest may arise, the Investment Manager and/or Sub-Investment Manager will endeavour to act in a fair and equitable manner, in accordance with its conflicts of interest policy, as between the relevant Fund and other clients. Subject to the foregoing, (i) the Investment Manager and/or Sub-Investment Manager and its affiliates may invest for their own accounts and for the accounts of clients in various securities that are senior, pari passu or junior to, or have interests different from or adverse to, the securities that are owned by the Company; and (ii) the Investment Manager and/or Sub-Investment Manager may at certain times (subject to applicable law) be simultaneously seeking to purchase (or sell) investments for the Company and to sell (or purchase) the same investment for accounts, funds or structured products for which it serves as asset manager now or in the future, or for its clients or affiliates, and may enter into cross trades in such circumstances. In addition, the Investment Manager and/or Sub-Investment Manager and its affiliates may buy securities from or sell securities to the Company, if permitted by applicable law. These other relationships may also result in securities laws restrictions on transactions in these instruments by the Company and otherwise create potential conflicts of interest for the Investment Manager and/or Sub-Investment Manager.

The Investment Manager and/or Sub-Investment Manager, in connection with its other business activities, may acquire material non-public confidential information that may restrict the Investment Manager and/or Sub-Investment Manager from purchasing securities or selling securities for itself or its clients (including the Company) or otherwise using such information for the benefit of its clients or itself.

The Manager may be involved in managing other investment funds which have similar or overlapping investment objectives to or with the Company.

There is no prohibition on dealing in assets of the Company by the Manager, the Depositary, the Administrator or Investment Manager and/or Sub-Investment Manager, or by any entities related to such parties, provided that such transactions are carried out as if effected on normal commercial terms negotiated at arms' length and are in the best interests of Shareholders. Permitted transactions between the Company and such parties are subject to: (i) a certified valuation by a person approved by the Depositary (or the Directors in the case of a transaction involving the Depositary) as independent and competent; or (ii) execution on best terms on organised investment exchanges under their rules; or (iii) where (i) and (ii) are not practical, execution on terms the Depositary (or the Directors in the case of a transaction involving the Depositary) is satisfied conform to the principles set out above.

The Depositary (or in the case of a transaction involving the Depositary, the Directors) shall document how it complied with paragraphs (i), (ii) and (iii) above and where transactions are conducted in accordance with paragraph (iii), the

Depositary (or in the case of a transaction involving the Depositary, the Directors), must document the rationale for being satisfied that the transaction conformed to the principles outlined above.

The appointment of the Manager, the Investment Manager, Administrator and Depositary in their primary capacity as service providers to the Company are excluded from the scope of these connected party requirements.

Potential conflicts of interest may arise from time to time from the provision by the Depositary and/or its affiliates of other services to the Company and/or other parties. The Depositary is part of an international group of companies and businesses that, in the ordinary course of their business, act simultaneously for a large number of clients, as well as for their own account, which may result in actual or potential conflicts. Conflicts of interest arise where the Depositary or its affiliates engage in activities under the Depositary Agreement or under separate contractual or other arrangements. Such activities may include:

- (i) providing nominee, administration, registrar and transfer agency, research, agent securities lending, investment management, financial advice and/or other advisory services to the Company;
- (ii) engaging in banking, sales and trading transactions including foreign exchange, derivative, principal lending, broking, market making or other financial transactions with the Company either as principal and in the interests of itself, or for other clients.

In connection with the above activities the Depositary or its affiliates:

- (i) will seek to profit from such activities and are entitled to receive and retain any profits or compensation in any form and are not bound to disclose to, the Company, the nature or amount of any such profits or compensation including any fee, charge, commission, revenue share, spread, mark-up, mark-down, interest, rebate, discount, or other benefit received in connection with any such activities;
- (ii) may buy, sell, issue, deal with or hold, securities or other financial products or instruments as principal acting in its own interests, the interests of its affiliates or for its other clients;
- (iii) may trade in the same or opposite direction to the transactions undertaken, including based upon information in its possession that is not available to the Company;
- (iv) may provide the same or similar services to other clients including competitors of the Company;
- (v) may be granted creditors' rights by the Company which it may exercise.

The Company may use an affiliate of the Depositary to execute foreign exchange, spot or swap transactions for the account of the Company. In such instances the affiliate shall be acting in a principal capacity and not as a broker, agent or fiduciary of the Company. The affiliate will seek to profit from these transactions and is entitled to retain and not disclose any profit to the Company. The affiliate shall enter into such transactions on the terms and conditions agreed with the Company. Where cash belonging to the Company is deposited with an affiliate being a bank, a potential conflict arises in relation to the interest (if any) which the affiliate may pay or charge to such account and the fees or other benefits which it may derive from holding such cash as banker and not as trustee.

Where a conflict or potential conflict of interest arises, the Depositary will have regard to its obligations to the Company and will treat the Company and the other funds for which it acts fairly and such that, so far as is practicable, any transactions are effected on terms which are not materially less favourable to the Company than if the conflict or potential conflict had not existed. Such potential conflicts of interest are identified, managed and monitored in various other ways including, without limitation, the hierarchical and functional separation of the Depositary's functions from its other potentially conflicting tasks and by the Depositary adhering to its "Conflicts of Interest Policy" (a copy of which can be obtained on request from the head of compliance for the Depositary).

There is no prohibition on the Manager, the Depositary, the Administrator, the Investment Manager and/or Sub-Investment Manager or any other party related to the Company acting as a "competent person" for the purposes of determining the probable realisation value of an asset of a Fund in accordance with the valuation provisions outlined in the "*Determination of Net Asset Value*" section below. Investors should note however, that in circumstances where fees payable by the Company to such parties are calculated based on the Net Asset Value, a conflict of interest may arise as such fees will increase if the Net Asset Value increases. Any such party will endeavour to ensure that such conflicts are resolved fairly and in the best interests of the Shareholders.

In selecting brokers to make purchases and sales for the Company, the Company will require the Investment Manager and/or Sub-Investment Manager to choose those brokers who provide best execution to the Company. In determining what constitutes best execution, the Investment Manager and/or Sub-Investment Manager will be required to consider the over-all economic result of the Company, (price of commission plus other costs), the efficiency of the transaction, the broker's ability to effect the transaction if a large block is involved, availability of the broker for difficult transactions in the future, other services provided by the broker such as research and the provision of statistical and other information and the financial strength and stability of the broker. In managing the assets of the Company, the Investment Manager and/or Sub-Investment Manager may receive certain research and statistical and other information and assistance from brokers. The Investment Manager and/or Sub-Investment Manager may allocate brokerage business to brokers who have provided such research and assistance to the Company and/or other accounts for which the Investment Manager and/or Sub-Investment Manager exercises investment discretion. The benefits provided under any commission arrangements must assist in the provision of investment services to the Company and any such commission arrangements must be disclosed in the periodic reports of the Company. Where appropriate, any such arrangements will comply with the requirements of Article 11 of the MiFID II Delegated Directive.

Members of UBS Group AG, its affiliates, subsidiaries and parent (the "**UBS Group**") may act as approved counterparty and calculation agent to the swaps and other FDIs to which the Company is a party, counterparty to FX forwards, authorised participant, Index Provider, counterparty to any securities lending arrangements or repurchase transactions, market maker and/or the sub-custodian to the Company all in accordance with the relevant agreements which are in place. The Directors acknowledge that, by virtue of carrying-out these functions in connection with the Company, potential conflicts of interest are likely to arise. In such circumstances, each of the foregoing will use its reasonable endeavours to resolve any such conflicts of interest fairly (having regard to its respective obligations and duties) and to ensure that the interests of the Company and the Shareholders are not unfairly prejudiced. The Directors believe that such members of the UBS Group are suitable and competent to perform such functions.

Each connected party will provide the Company with relevant details of each transaction (including the name of the party involved and where relevant, fees paid to that party in connection with the transaction) in order to facilitate the Company discharging its obligation to provide the Central Bank with a statement within the relevant Fund's annual and semi-annual reports in respect of all connected party transactions.

The preceding list of potential conflicts of interest does not purport to be a complete enumeration or explanation of all of the conflicts of interest that may be involved in an investment in the Company.

Costs Of Buying Or Selling Shares

Investors buying or selling Shares in the secondary market will pay brokerage commissions or other charges determined and imposed by the applicable broker. Brokerage commissions are often a fixed amount and may be a significant proportional cost for investors seeking to buy or sell relatively small amounts of Shares. In addition, secondary market investors will incur the cost of the difference between the price that an investor is willing to pay for Shares (the "**bid**" price) and the price at which an investor is willing to sell Shares (the "**ask**" price). This difference in bid and ask prices is often referred to as the "spread" or "bid/ask spread." The bid/ask spread varies over time for Shares based on trading volume and market liquidity, and is generally lower if a Fund's Shares have more trading volume and market liquidity and higher if Shares have little trading volume and market liquidity. Further, increased market volatility may cause increased bid/ask spreads. Due to the costs of buying or selling Shares, including bid/ask spreads, frequent trading of Shares may significantly reduce investment results and an investment in Shares may not be advisable for investors who wish to trade regularly in relatively small amounts.

Counterparty Risk

The Funds are subject to credit risk with respect to the counterparties with which the Company, on behalf of the Funds, enters into FDI and other transactions such as repurchase agreements and securities lending transactions. If a counterparty becomes insolvent or otherwise fails to perform its obligations, a Fund may experience significant delays in obtaining any recovery in an insolvency, bankruptcy, or other reorganisation proceeding and may obtain only a limited recovery or may obtain no recovery.

Currency Risk

A Fund may invest in securities that are denominated in currencies that differ from the Base Currency. Changes in the values of those currencies relative to the Base Currency may have a positive or negative effect on the values of the Fund's investments denominated in those currencies. A Fund may, but will not necessarily, invest in currency exchange contracts to help reduce exposure to different currencies, however there is no guarantee that these contracts will successfully do so. Also, these contracts may reduce or eliminate some or all of the benefit that a Fund may experience from favourable currency fluctuations.

A Class will not generally be leveraged as a result of the use of any of the efficient portfolio management techniques outlined above.

The Investment Manager and/or Sub-Investment Manager may try, but is not obliged, to mitigate this risk by using financial instruments such as those described under the heading "Use of Currency Forwards and Futures". Any such hedging will endeavour to hedge no less than 95% of the portion of the Net Asset Value of the relevant Class which is to be hedged against currency risk. Due to matters outside the control of the Company, currency exposure may be over or under hedged but over hedged positions will not be permitted to exceed 105% of the Net Asset Value of the relevant Class. Hedged positions will be kept under review on an ongoing basis, at least at the same valuation frequency of the relevant Fund, to ensure that over hedged or under hedged positions do not exceed/fall short of the permitted levels disclosed above. Such review will incorporate a procedure to rebalance the hedging arrangements on a regular basis to ensure that any such position stays within the permitted position levels disclosed above and is not carried forward from month to month.

Although hedging strategies may not necessarily be used in relation to each Class within the Company, the financial instruments used to implement such strategies shall be assets/liabilities of the Company as a whole. However, the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant hedged Class. Any currency exposure of a hedged Class may not be combined with or offset with that of any other Class of the Company.

Investors should be aware that this strategy may substantially limit Shareholders of the relevant hedged Class from benefiting if the Class Currency falls against the Base Currency of the relevant Fund and/or the currency/currencies in which the assets of the relevant Fund are denominated. In such circumstances, Shareholders of the hedged Class may be exposed to fluctuations in the Net Asset Value per Shares reflecting the gains/loss on and the costs of the relevant financial instruments.

Unhedged Classes

A Fund may at any stage launch unhedged Classes comprising some or all of the Classes of that Fund. Investors should note that for unhedged classes, currency conversion in the case of subscriptions, redemptions, switching and distributions will take place at the prevailing exchange rate at that time. Fluctuations in that exchange rate may affect the performance of the Shares independent of the performance of the Fund's investments. The costs of currency exchange transactions in connection with the purchase, redemption and exchange of Shares will be borne by the relevant unhedged Class and will be reflected in the Net Asset Value of that Class. The value of the Share expressed in the Class Currency will be subject to exchange rate risk in relation to the Base Currency.

Currency Hedged Classes

Fluctuations between the currency of a currency-hedged Class and the currency of an underlying Index constituents are reduced by the use of one-month foreign exchange forwards. The use of one-month foreign exchange forwards is in line with the Index methodology may not take into account the underlying Index constituents' intra-month price movements. As a result a risk of an intra-month under- or over-hedging may arise. Consequently the performance of an Index measured in its base currency may not exactly be achieved by the hedged Index measured in the hedged currency.

Custodial Risk

There are risks involved in dealing with the custodians or brokers who hold or settle a Fund's trades. It is possible that, in the event of the insolvency or bankruptcy of a custodian or broker, a Fund would be delayed or prevented from recovering its assets from the custodian or broker, or its estate, and may have only a general unsecured claim against the custodian

or broker for those assets. The Depositary will hold assets in compliance with applicable laws and such specific provisions as agreed in the Depositary Agreement. These requirements are designed to protect the assets against the insolvency in bankruptcy of the Depositary but there is no guarantee they will successfully do so. In addition, as the Company may invest in markets where custodial and/or settlement systems and regulations are not fully developed, including emerging markets, the assets of the Company which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of sub-custodians is necessary, may be exposed to risk in circumstances where the Depositary will have no liability. Investors should also refer to "*International Investment Risk*".

Depositary Risk

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

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

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

The Funds enjoy a strong level of protection in terms of Depositary liability for the safekeeping of Custody Assets. However, the level of protection for Non-Custody Assets is significantly lower. Accordingly, the greater the proportion of a Fund invested in categories of Non-Custody Assets, the greater the risk that any loss of such assets that may occur may not be recoverable. While it will be determined on a case-by-case whether a specific investment by the Fund is a Custody Asset or a Non-Custody Asset, generally it should be noted that derivatives traded by a Fund over-the-counter will be Non-Custody Assets. There may also be other asset types that a Fund invests in from time to time that would be treated similarly. Given the framework of Depositary liability under UCITS V, these Non-Custody Assets, from a safekeeping perspective, expose the Fund to a greater degree of risk than Custody Assets, such as publicly traded equities and bonds.

Derivatives Risk

The Funds may use FDI for efficient portfolio management purposes. Each Fund's Relevant Supplement will indicate how or if the Fund intends to use FDI. A Fund's use of FDI involves risks different from, and possibly greater than, the risks associated with investing directly in securities. These risks include:

- Potential changes in value in response to interest rate changes or other market developments or as a result of the counterparty's credit quality;
- The potential for the FDI transaction not to have the effect the Investment Manager and/or Sub-Investment Manager anticipated;
- The failure of the counterparty to the FDI transaction to perform its obligations under the transaction or to settle a trade (Investors should also refer to "*Counterparty Risk*");
- Possible mispricing or improper valuation of the FDI;
- The potential for imperfect correlation in the value of FDI with the asset, rate, or index underlying the FDI;
- The risks specific to the asset underlying the FDI;

- Possible increase in the amount and timing of taxes payable by Shareholders;
- Lack of liquidity for a FDI if a secondary trading market does not exist;
- The potential for reduced returns to a Fund due to losses on the transaction and an increase in volatility; and
- Legal risks arising from the form of contract used to document FDI trading.

When a Fund invests in certain FDI, it could lose more than the stated amount of the instrument. In addition, some FDI transactions can create investment leverage and may be highly volatile and speculative in nature.

Further, when a Fund invests in FDI, it may not be required to post collateral equal to the amount of the FDI. Consequently, the cash held by the Fund (generally equal to the unfunded amount of the FDI) will typically be invested in money market instruments and therefore, the performance of the Fund will be affected by the returns achieved from these investments. It is possible that returns on the investment of this cash may have a negative impact on the performance and/or returns of the Fund.

Fluctuation of Net Asset Value and Market Pricing

The Net Asset Value per Share will generally fluctuate with changes in the market value of a Fund's securities holdings. The market prices of Shares will generally fluctuate in accordance with changes in a Fund's Net Asset Value and supply and demand of Shares on the Listing Stock Exchange. It cannot be predicted whether Shares will trade below, at or above the Net Asset Value per Share. Price differences may be due, in large part, to the fact that supply and demand forces at work in the secondary trading market for Shares will be closely related to, but not identical to, the same forces influencing the prices of the securities of an Index trading individually or in the aggregate at any point in time. The market prices of Shares may deviate significantly from the Net Asset Value per Share during periods of market volatility. However, given that Shares can be created and redeemed in large volumes, large discounts or premiums to the Net Asset Value per Share should not be sustained. While the creation/redemption feature is designed to help make it likely that Shares normally will trade close to the Net Asset Value per Share, disruptions or suspensions to creations and redemptions may result in trading prices that differ significantly from the Net Asset Value per Share. Losses may be incurred, or profits reduced, if Shares are purchased at a time when the market price is at a premium to the Net Asset Value per Share or sold at a time when the market price is at a discount to the Net Asset Value per Share.

Index Risk

The ability of a Fund to achieve significant correlation between the performance of the Fund and the Index it tracks may be affected by changes in securities markets, changes in the composition of the Index, cash flows into and out of the Fund and the fees and expenses of the Fund. The Fund will seek to track Index returns regardless of the current or projected performance of the Index or of securities comprising the Index. As a result, the Fund's performance may be less favourable than that of a portfolio managed using an active investment strategy. The structure and composition of the Index will affect the performance, volatility and risk of the Index (in absolute terms and by comparison with other indices), and consequently, the performance, volatility and risk of the Fund.

Index Tracking Risk

There is no guarantee that the investment objective of any Fund will be achieved. In particular, no financial instrument enables the returns of any Index to be reproduced or tracked exactly. Changes in the investments of any Fund and re-weightings of the relevant Index may give rise to various transaction costs (including in relation to the settlement of foreign currency transactions), operating expenses or inefficiencies which may adversely impact a Fund's tracking of the performance of an Index. Furthermore, the total return on investment in the Shares will be reduced by certain costs and expenses which are not taken into account in the calculation of the applicable Index. Moreover, in the event of the temporary suspension or interruption of trading in the investments comprising the Index, or of market disruptions, rebalancing a Fund's investment portfolio may not be possible and may result in deviations from the return of the Index.

International Investment Risk

Investments in securities of companies from multiple countries and/or securities of companies with significant exposure to multiple countries can involve additional risks. Political, social, and economic instability, the imposition of currency or capital controls, or the expropriation or nationalisation of assets in a particular country can cause dramatic declines in that country's economy. Less stringent regulatory, accounting, and disclosure requirements for issuers and markets are common in certain countries. Enforcing legal rights can be difficult, costly, and slow in some countries, and can be particularly difficult against governments. Additional risks of investing in various countries include trading, settlement, custodial, and other operational risks due to different systems, procedures and requirements in a particular country, and varying laws regarding withholding and other taxes. These factors can make investments in multiple countries, especially investments in emerging or less developed markets, more volatile and less liquid than investments in a single country and could potentially result in an adverse affect on a Fund's performance. In addition, investment in emerging markets subjects a Fund to a greater risk of loss than investments in a developed market. This is due to, among other things, greater market volatility, lower trading volume, political and economic instability, high levels of inflation, deflation or currency devaluation, greater risk of market shut down, and more governmental limitations on foreign investment policy than those typically found in a developed market. In addition, the financial stability of issuers (including governments) in emerging market countries may be more precarious than in other countries. As a result, there will tend to be an increased risk of price volatility in a Fund's investments in emerging market countries, which may be magnified by currency fluctuations relative to the Base Currency of the Fund. Settlement practices for transactions in foreign markets may differ from those in developed markets. Such differences include delays beyond periods customary in the developed markets and practices, such as delivery of securities prior to receipt of payment, which increase the likelihood of a "failed settlement." Failed settlements can result in losses to a Fund. For these and other reasons, investments in emerging markets are often considered speculative.

Investment Risk

A Shareholder may lose the entire principal amount invested in a Fund. The value of the securities held in a Fund may increase or decrease, at times rapidly and unexpectedly. An investment in a Fund may at any point in the future be worth less than the original amount invested.

Issuer Risk

The values of securities purchased by a Fund may decline for a number of reasons which directly relate to the issuers of those securities, such as, for example, management performance, financial leverage and reduced demand for the issuer's goods and services.

Leveraging Risk

Certain transactions, including, for example, when-issued, delayed-delivery and forward commitment purchases, loans of portfolio securities and the use of FDI, can result in leverage. Leverage generally has the effect of increasing the amounts of loss or gain a Fund might realise, and creates the likelihood of greater volatility of the value of a Fund's portfolio. In transactions involving leverage, a relatively small market movement or change in other underlying indicator can lead to significantly larger losses to the Fund.

Limited Investment Program Risk

An investment in any Fund, or even in a combination of Funds, is not intended to be a complete investment program but rather is intended for investment as part of a diversified investment portfolio. Investors should consult their own advisors as to the role of an investment in any of the Funds in their overall investment program.

Liquidity Risk

Certain investments and types of investments are subject to restrictions on resale, may trade in the over-the-counter market or in limited volume, or may not have an active trading market. Illiquid securities may trade at a discount from comparable, more liquid investments and may be subject to wide fluctuations in market value. It may be difficult for a Fund to value illiquid securities accurately. Also, a Fund may not be able to dispose of illiquid securities or execute or close out FDI transactions readily at a favourable time or price or at prices approximating those at which the Fund currently values

them. Illiquid securities also may entail registration expenses and other transaction costs that are higher than those for liquid securities.

Management Risk

Each Fund is subject to management risk. The Investment Manager's and/or Sub-Investment Manager's judgments about the selection and application of indexing models and the most effective ways to minimise differences in performance between the Fund and the relevant Index may prove to be incorrect, and there can be no assurance that they will produce the desired results. Each Fund will be dependent to a substantial degree on the continued service of members of the Investment Manager and/or Sub-Investment Manager. In the event of the death, disability or departure of any such individuals, the performance of the applicable Fund may be adversely impacted.

Market Risk

The investments of a Fund are subject to general economic conditions, normal market fluctuations and the risks inherent in investment in international securities markets and there can be no assurances that appreciation in value will occur. Investment markets can be volatile and securities prices can change substantially due to various factors including, but not limited to, economic growth or recession, changes in interest rates, market perception of the creditworthiness of the issuer and general market liquidity. Even if general economic conditions do not change, the value of an investment in a Fund could decline if the particular industries, sectors or companies in which the Fund invests do not perform well or are adversely affected by events. The magnitude of these price fluctuations will be greater when the maturity of the outstanding securities is longer. Since investment in securities may involve currencies other than the Base Currency of a Fund, the value of a Fund's assets may also be affected by changes in currency rates and exchange control regulations, including currency blockage. Further, legal, political, regulatory and tax changes also may cause fluctuations in markets and securities prices.

No Prior Operating History

Each Fund is a newly formed entity with limited operating history and there can be no assurance that it will be successful. Prior performance is no guarantee of future results. Further, the performance of other investment funds managed by the Investment Manager and/or Sub-Investment Manager should not be taken as any indicator of the likely performance of a Fund.

Portfolio Turnover Risk

Portfolio turnover generally involves a number of direct and indirect costs and expenses to the relevant Fund, including, for example, brokerage commissions, dealer mark-ups and bid/offer spreads, and transaction costs on the sale of securities and reinvestment in other securities. Nonetheless, a Fund may engage in frequent trading of investments in furtherance of its investment objective. The costs related to increased portfolio turnover have the effect of reducing a Fund's investment return, and the sale of securities by a Fund may result in the realisation of taxable capital gains, including short-term capital gains.

Risk Of Investment In Other Pools

If a Fund invests in another pooled investment vehicle, it is exposed to the risk that the other pool will not perform as expected. The Fund is exposed indirectly to all of the risks applicable to an investment in the other pool. The investment policies and limitations of the other pool may not be the same as those of the Fund; as a result, the Fund may be subject to additional or different risks, or may achieve a reduced investment return, as a result of its investment in another pool. Investors should also refer to "*Conflicts of Interest*" above.

Securities Financing Transactions

Securities Financing Transactions create several risks for the Company and its investors, including counterparty risk if the counterparty to a Securities Financing Transaction defaults on its obligation to return assets equivalent to the ones provided to it by the relevant Fund and liquidity risk if the Fund is unable to liquidate collateral provided to it to cover a counterparty default.

Securities Lending Risk

The Investment Manager and/or Sub-Investment Manager intends to engage in securities lending on behalf of certain of the Funds and this carries with it a risk that the borrower may become insolvent or otherwise become unable to meet, or refuse to honour, its obligations to return equivalent securities to the loaned securities. In this event, the Fund could experience delays in recovering the securities and may incur a capital loss. In particular, if a counterparty defaults and fails to return equivalent securities to those loaned the Fund may suffer a loss equal to the shortfall between the value of the realised collateral and the market value of the replacement securities. If cash is received as collateral in connection with securities lending, the cash may be reinvested. Any such reinvestment is not guaranteed by the Investment Manager and/or Sub-Investment Manager and any losses incurred on such investments will be borne by the relevant Fund.

Repurchase Agreements:

A Fund may enter into repurchase arrangements. Accordingly, the Fund will bear a risk of loss in the event that the other party to the transaction defaults on its obligation and the Fund is delayed or prevented from exercising its rights to dispose of the underlying securities. The Fund will, in particular, be subject to the risk of a possible decline in the value of the underlying securities during the period in which the Fund seeks to assert its right to them, the risk of incurring expenses associated with asserting those rights and the risk of losing all or a part of the income from the agreement.

Absence of Regulation; Counterparty Risk

In general, there is less government regulation and supervision of transactions in the OTC markets (in which currencies, spot and option contracts, certain options on currencies and swaps are generally traded) than of transactions entered into on recognised exchanges (as referred to in the Prospectus). OTC derivatives lack transparency as they are privately negotiated contracts and any information concerning them is usually only available to the contracting parties. While measures are being introduced under EMIR that aim to mitigate risks involved in investing in OTC derivatives and improve transparency, these types of investments continue to present challenges in clearly understanding the nature and level of risks involved. In addition, many of the protections afforded to participants on some exchanges, such as the performance guarantee of an exchange clearing house, might not be available in connection with OTC transactions.

OTC derivatives are generally not regulated. OTC derivatives are non-exchange traded option agreements, which are specifically tailored to the needs of an individual investor. These options enable the user to structure precisely the date, market level and amount of a given position. The counterparty for these derivatives 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 on behalf of a Fund trades OTC derivatives could result in substantial losses to that Fund. In addition, a counterparty may refrain from settling a transaction in accordance with its terms and conditions because the contract is not legally enforceable or because it does not accurately reflect the intention of the parties or because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing that Fund to suffer a loss. To the extent that a counterparty defaults on its obligation and that 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. Regardless of the measures that Fund may implement to reduce counterparty credit risk, however, there can be no assurance that a counterparty will not default or that the Fund will not sustain losses on the transactions as a result. Counterparty exposure will be in accordance with that Fund's investment restrictions.

Brexit

On 29 March 2017, the United Kingdom triggered the procedures to withdraw from the European Union after the two year period settlement negotiation as prescribed in Article 50 of the Treaty of Lisbon. However, the Prime Minister of the UK has warned that the process could extend beyond the two year period. The ongoing withdrawal process could cause an extended period of uncertainty and market volatility, not just in the United Kingdom but throughout the European Union, the European Economic Area and globally. As an investment manager authorised and regulated by the FCA, the Investment Manager is currently subject to provisions of certain European directives and regulations (e.g., Markets in Financial Instruments Directive, AIFMD and EMIR) which have either been incorporated into the UK law or have direct effect in the UK. The longer term impact of the decision to leave the EU on the UK regulatory framework will depend, in

part, on the relationship that the UK will seek to establish with the EU in the future. In particular, it is uncertain whether and how UK laws that incorporate EU directives may be modified in the future and whether UK firms (such as the Investment Manager) will continue to have the benefit of certain rights to conduct cross border business within the EU. It is not possible to ascertain the precise impact the United Kingdom's departure from the EU may have on the Company or the Investment Manager from an economic, financial or regulatory perspective but any such impact could have material consequences for the Investment and/or the Company.

Eurozone Crisis

As a result of the crisis of confidence in the markets which has caused bond yield spreads (the cost of borrowing in the debt capital markets) and credit default spreads (the cost of purchasing credit protection) to increase, most notably in relation to certain Eurozone countries, certain countries in the EU have had to accept "bailouts" from banks and lines of credit from supra-governmental agencies such as the International Monetary Fund (the "IMF") and the recently created European Financial Service Facility (the "EFSF"). The European Central Bank (the "ECB") has also been intervening to purchase Eurozone debt in an attempt to stabilise markets and reduce borrowing costs. In December 2011, leaders of the countries in the Eurozone, as well as the leaders of certain other countries in the EU, met in Brussels and agreed a "fiscal compact" which includes a commitment to a new fiscal rule, to be introduced into the legal systems of the relevant countries, as well as acceleration of the entry into force of the European Stability Mechanism treaty.

Notwithstanding the measures described above, and future measures which may be introduced, it is possible that a country may leave the Eurozone and return to a national currency, and as a result may leave the EU and/or that the Euro, the European single currency, will cease to exist in its current form and/or lose its legal status in one or more countries in which it currently has such status. The effect of such potential events on the Funds which are denominated in Euro or which invest in instruments predominantly tied to Europe is impossible to predict.

Subscriptions/Redemptions Account

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

Operational Risks (including Cyber Security and Identity Theft)

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

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

Efficient Portfolio Management Risk

The Company on behalf of a Fund may employ techniques and instruments relating to transferable securities, money market instruments and/or other financial instruments in which it invests for efficient portfolio management purposes.

Many of the risks attendant in utilising FDIs, as disclosed in the section entitled "**Derivatives Risk**" above, will be equally relevant when employing such efficient portfolio management techniques. In addition, particular attention is drawn to the sub-sections entitled "*Counterparty Risk*". Investors should also be aware that from time to time, a Fund may engage with repurchase / reverse repurchase agreements counterparties and/or securities lending agents that are related parties to the Depositary or other service providers of the Company. Such engagement may on occasion cause a conflict of interest with the role of the Depositary or other service provider in respect of the Company. Please refer to the "Conflicts of Interest" above for further details on the conditions applicable to any such related party transactions. The identity of any such related parties will be specifically identified in the Company's semi-annual and annual reports.

State Street Bank GmbH, London Branch, which belongs to the same group as the Depositary bank, acts as securities lending agent for securities lending transactions entered into on behalf of the Funds. It may engage in activities that might result in conflicts of interests. In such circumstances, State Street Bank GmbH has undertaken to use its reasonable endeavours to resolve any such conflicts of interest fairly and to ensure that the interests of the Company and the shareholders are not unfairly prejudiced.

Reinvestment of Cash Collateral Risk

As a Fund may reinvest cash collateral received, subject to the conditions and within the limits laid down by the Central Bank, a Fund reinvesting cash collateral will be exposed to the risk associated with such investments, such as failure or default of the issuer of the relevant security.

Collateral Risk

Collateral or margin may be passed by the Fund to a counterparty or broker in respect of OTC FDI transactions. Assets deposited as collateral or 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. Where collateral is posted to a counterparty or broker by way of title transfer, the collateral may be re-used by such counterparty or broker for their own purpose, thus, exposing the Fund to additional risk.

Risks related to a counterparty's right of re-use of any collateral include that, upon the exercise of such right of re-use, such assets will no longer belong to the relevant Fund and the Fund will only have a contractual claim for the return of equivalent assets. In the event of the insolvency of a counterparty the Fund shall rank as an unsecured creditor and may not recover its assets from the counterparty. More broadly, assets subject to a right of re-use by a counterparty may form part of a complex chain of transactions over which the Fund or its delegates will not have any visibility or control.

Tax Risk

The tax information provided in the "*Tax Information*" section is based on the best knowledge of the Directors of tax law and practice as at the date of this Prospectus and is subject to change from time to time. Any change in the taxation legislation in Ireland or in any jurisdiction where a Fund is registered, listed, marketed or invested could affect the tax status of the Company and any Fund, affect the value of the relevant Fund's investments in the affected jurisdiction, affect the relevant Fund's ability to achieve its investment objective, and/or alter the after-tax returns to Shareholders. Where a Fund invests in FDI, these considerations may also extend to the jurisdiction of the governing law of the FDI and/or the relevant counterparty and/or to the markets to which the FDI provides exposure. The availability and value of any tax reliefs available to Shareholders depend on the individual circumstances of each Shareholder. The information in the "*Tax Information*" section is not exhaustive and does not constitute legal or tax advice. Prospective Shareholders should consult their tax advisors with respect to their particular tax situations and the tax effects of an investment in the Funds. Where a Fund invests in a jurisdiction where the tax regime is not fully developed or is not sufficiently certain, the Company, the relevant Fund, the Investment Manager and/or Sub-Investment Manager, the Depositary and the Administrator shall not be liable to account to any Shareholder for any payment made or suffered by the Company or the relevant Fund in good faith to a fiscal authority for taxes or other charges of the Company or the relevant Fund notwithstanding that it is later found that such payments need not or ought not have been made or suffered.

FATCA

The United States and Ireland have entered into an intergovernmental agreement to implement FATCA (the "**IGA**"). Under the IGA, an entity classified as a Foreign Financial Institution (an "**FFI**") that is treated as resident in Ireland is expected to provide the Revenue Commissioners with certain information in respect of its "account" holders (i.e. Shareholders). The IGA further provides for the automatic reporting and exchange of information between the Revenue Commissioners and the IRS in relation to accounts held in Irish FFIs by U.S. persons, and the reciprocal exchange of information regarding U.S. financial accounts held by Irish residents. Provided the Company complies with the requirements of the IGA and the Irish legislation, it should not be subject to FATCA withholding on any payments it receives and should not be required to impose FATCA withholding on payments which it makes.

Although the Company or the Manager on behalf of the Company will attempt to satisfy any obligations imposed on it in respect of the FATCA withholding tax, no assurance can be given that the Company or the Manager on behalf of the Company will be able to satisfy these obligations. In order to satisfy its FATCA obligations, the Company or the Manager on behalf of the Company will require certain information from investors in respect of their FATCA status. If the Company becomes subject to a withholding tax as a result of the FATCA regime, the value of the Shares held by all Shareholders may be materially affected.

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

CRS

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

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

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

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

Section 871(m)

Section 871(m) of the US Tax Code requires withholding (up to 30%, depending on whether a treaty applies) on certain financial instruments to the extent that the payments or deemed payments on the financial instruments are contingent upon or determined by reference to U.S.-source dividends. Under U.S. Treasury Department regulations, certain payments or deemed payments to the Company with respect to certain equity-linked instruments that reference U.S. stocks may be treated as dividend equivalents that are subject to U.S. withholding tax at a rate of 30% (or lower treaty rate). Under these regulations, withholding may be required even in the absence of any actual dividend-related payment or adjustment made pursuant to the terms of the instrument. If the Company becomes subject to a withholding tax as a result of 871(m), the value of the Shares held by the Shareholders may be materially affected. All prospective investors/Shareholders should consult with their own tax advisors regarding the possible implications of 871(m) on an investment in the Company.

Trading Issues Risk

Although Shares will be listed for trading on the relevant Listing Stock Exchange(s), there can be no assurance that an active trading market for such Shares will develop or be maintained. Trading in Shares on a Listing Stock Exchange may be halted due to market conditions or for reasons that, in the view of the relevant Listing Stock Exchange, make trading in Shares inadvisable. In addition, trading in Shares on a Listing Stock Exchange is subject to trading halts caused by

extraordinary market volatility pursuant to stock exchange "circuit breaker" rules. There can be no assurance that the requirements of a Listing Stock Exchange necessary to maintain the listing of a Fund will continue to be met or will remain unchanged or that the Shares will trade with any volume, or at all, on any stock exchange. Furthermore, any securities that are listed and traded on stock exchanges can also be bought or sold by members of those exchanges to and from each other and other third parties on terms and prices that are agreed on an "over-the-counter" basis and may also be bought or sold on other multi-lateral trading facilities or platforms. The Company has no control over the terms on which any such trades may take place.

Valuation Risk

A Fund's investments will typically be valued at the relevant market value, in accordance with the Articles and applicable law. In certain circumstances, a portion of a Fund's assets may be valued by the Company at fair value using prices provided by a pricing service or, alternatively, a broker-dealer or other market intermediary (sometimes just one broker-dealer or other market intermediary) when other reliable pricing sources may not be available. If no relevant information is available from those sources or the Company considers available information unreliable, the Company may value a Fund's assets based on such other information as the Company may in its discretion consider appropriate. There can be no assurance that such prices will accurately reflect the price a Fund would receive upon sale of a security, and to the extent a 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 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 Fund to value its own assets.

Foreign Taxes

The Company may be liable to taxes (including withholding taxes) in countries other than Ireland on income earned and capital gains arising on its investments. The Company may not be able to benefit from a reduction in the rate of such foreign tax by virtue of the double taxation treaties between Ireland and other countries. The Company may not, therefore, be able to reclaim any foreign withholding tax suffered by it in particular countries. If this position changes and the Company obtains a repayment of foreign tax, the Net Asset Value of a Fund will not be restated and the benefit will be allocated to the then-existing Shareholders rateably at the time of repayment.

RISKS ASSOCIATED WITH INVESTMENT IN EQUITIES

Equity Risk

The market prices of equity securities owned by a Fund may go up or down, sometimes rapidly or unpredictably. The value of a security may decline for a number of reasons that may directly relate to the issuer (Investors should also refer to "*Issuer Risk*"). The values of equity securities also may decline due to general market conditions that are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates, or adverse investor sentiment generally. A Fund may continue to accept new subscriptions and to make additional investments in equity securities even under general market conditions that the Investment Manager and/or Sub-Investment Manager views as unfavourable for equity securities.

Investment Style Risk

Equity securities generally fall into four broad categories – large-cap, mid-cap, small-cap and micro-cap. If a Fund invests primarily in one category, there is a risk that due to current market conditions, the Fund may perform less well than a Fund that is invested in another category or across several categories. General risks associated with these categories are set forth below:

- (a) Large-Cap Risk - Returns on investments in stocks of large companies could trail the returns on investments in stocks of smaller and mid-sized companies.
- (b) Mid-Cap Risk - Mid-sized companies may be more volatile and more likely than large-capitalisation companies to have relatively limited product lines, markets or financial resources, or depend on a few key employees. Returns

on investments in stocks of mid-size companies could trail the returns on investments in stocks of larger or smaller companies.

- (c) **Small-Cap Risk** - Small-sized companies may be more volatile and more likely than large- and mid-capitalisation companies to have relatively limited product lines, markets or financial resources, or depend on a few key employees. Returns on investments in stocks of small companies could trail the returns on investments in stocks of larger companies. Investors should also refer to "*Small Companies Risk*".
- (d) **Micro-Cap Risk** – Micro-cap companies may be newly formed or in the early stages of development with limited product lines, markets or financial resources. Therefore, micro-cap companies may be less financially secure than large-, mid- and small-capitalisation companies and may be more vulnerable to key personnel losses due to reliance on a smaller number of management personnel. In addition, there may be less public information available about these companies. Micro-cap stock prices may be more volatile than large-, mid- and small-capitalisation companies and such stocks may be more thinly traded and thus difficult for a Fund to buy and sell in the market. Investors should also refer to "*Small Companies Risk*".

Small Companies Risk

Small companies may offer greater opportunities for capital appreciation than larger companies, but they tend to be more vulnerable to adverse developments than larger companies, and investments in these companies may involve certain special risks. Small companies may have limited product lines, markets, or financial resources and may be dependent on a limited management group. In addition, these companies may have been recently organised and have little or no track record of success. Also, the Investment Manager and/or Sub-Investment Manager may not have had an opportunity to evaluate such newer companies' performance in adverse or fluctuating market conditions. The securities of small companies may trade less frequently and in smaller volume than more widely held securities. The prices of these securities may fluctuate more sharply than those of other securities and a Fund may experience some difficulty in establishing or closing out positions in these securities at prevailing market prices. There may be less publicly available information about the issuers of these securities or less market interest in such securities than in the case of larger companies, both of which can cause significant price volatility. Some securities of smaller issuers may be illiquid or may be restricted as to resale.

RISKS ASSOCIATED WITH INVESTMENT IN DEBT SECURITIES

Debt Securities Risk

Fixed-income securities and other income-producing securities are obligations of their issuers to make payments of principal and/or interest on future dates. As interest rates rise, the values of debt securities or other income-producing investments are likely to fall. This risk is generally greater for obligations with longer maturities. Debt securities and other income-producing securities also carry the risk that the issuer or the guarantor of a security will be unable or unwilling to make timely principal and/or interest payments or otherwise to honour its obligations. This risk is particularly pronounced for lower-quality, high-yielding debt securities.

Additional general risks that may be part of debt securities include the following:

- (a) **Credit Risk** - The ability, or perceived ability, of the issuer of a debt security to make timely payments of interest and principal on the security will affect the value of the security. It is possible that the ability of an issuer to meet its obligations will decline substantially during the period when a Fund owns securities of that issuer or that the issuer will default on its obligations. Investors should also refer to "*Issuer Risk*". An actual or perceived deterioration of the ability of an issuer to meet its obligations will likely have an adverse effect on the value of the issuer's securities. With certain exceptions, credit risk is generally greater for investments issued at less than their face values and that require the payment of interest only at maturity rather than at intervals during the life of the investment. Credit rating agencies base their ratings largely on the issuer's historical financial condition and the rating agencies' investment analysis at the time of rating. The rating assigned to any particular investment does not necessarily reflect the issuer's current financial condition and does not reflect an assessment of an investment's volatility or liquidity. Although investment-grade securities generally have lower credit risk than securities rated below investment grade, they may share some of the risks of lower-rated investments, including

the possibility that the issuers may be unable to make timely payments of interest and principal and thus default. Consequently, there can be no assurance that investment grade securities will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities. If a security held by a Fund loses its rating or its rating is downgraded, the Fund may nonetheless continue to hold the security in the discretion of the Investment Manager and/or Sub-Investment Manager.

- (b) Extension Risk - During periods of rising interest rates, the average life of certain types of securities may be extended because of slower-than-expected principal payments. This may lock in a below-market interest rate, increase the security's duration, and reduce the value of the security. Extension risk may be heightened during periods of adverse economic conditions generally, as payment rates decline due to higher unemployment levels and other factors.
- (c) Income Risk - To the extent a Fund's income is based on short-term interest rates, which may fluctuate over short periods of time, income received by the Fund may decrease as a result of a decline in interest rates.
- (d) Interest Rate Risk - The values of bonds and other debt instruments usually rise and fall in response to changes in interest rates. Declining interest rates generally increase the values of existing debt instruments, and rising interest rates generally reduce the values of existing debt instruments. Interest rate risk is generally greater for investments with longer durations or maturities and may also be greater for certain types of debt securities such as zero coupon and deferred interest bonds. Interest rate risk also is relevant in situations where an issuer calls or redeems an investment before its maturity date. Investors should also refer to "*Prepayment Risk*". Adjustable rate instruments also generally react to interest rate changes in a similar manner although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including the index chosen, frequency of reset and reset caps or floors, among other factors).
- (e) Lower-Rated Securities Risk - Securities rated below investment grade (i.e. high-yield bonds or junk bonds) typically lack outstanding investment characteristics and have speculative characteristics and are subject to greater credit and market risks than higher-rated securities. The lower ratings of junk bonds reflect a greater possibility that adverse changes in the financial condition of the issuer or in general economic conditions, or an unanticipated rise in interest rates, may impair the ability of the issuer to make payments of interest and principal. If this were to occur, the values of such securities held by a Fund may become more volatile and the Fund could lose some or all of its investment.
- (f) Prepayment Risk - A debt security held by a Fund could be repaid or "called" before the money is due, and the Fund may be required to reinvest the proceeds of the prepayment at lower interest rates and therefore might not benefit from any increase in value as a result of declining interest rates. Intermediate-term and long-term bonds commonly provide protection against this possibility, but mortgage-backed securities do not. Mortgage-backed securities are more sensitive to the risks of prepayment because they can be prepaid whenever their underlying collateral is prepaid.

Mortgage And Asset-Backed Securities Risk

Mortgage-backed and asset-backed investments tend to increase in value less than other debt securities when interest rates decline, but are subject to similar risk of decline in market value during periods of rising interest rates. In a period of declining interest rates, a Fund may be required to reinvest more frequent prepayments on mortgage-backed and asset-backed investments in lower-yielding investments. Asset-backed securities in which the Fund invests may have underlying assets that include motor vehicle instalment sales or instalment loan contracts, leases of various types of real and personal property, and receivables from credit card agreements. Like mortgages underlying mortgage-backed securities, underlying automobile sales contracts or credit card receivables are subject to prepayment, which may reduce the overall return to asset-backed security holders. Holders may also experience delays in payment on the securities if the full amounts due on underlying sales contracts or receivables are not realised because of unanticipated legal or administrative costs of enforcing the contracts or because of depreciation or damage to the collateral (usually automobiles) securing certain contracts, or other factors. The values of mortgage-backed securities or asset-backed securities may be substantially dependent on the servicing of the underlying asset pools, and are therefore subject to risks associated with the negligence or malfeasance by their servicers and to the credit risk of their servicers. In certain circumstances, the mishandling of related documentation may also affect the rights of security holders in and to the

underlying collateral. The insolvency of entities that generate receivables or that utilise the assets may result in added costs and delays in addition to losses associated with a decline in the value of underlying assets. It is possible that many or all mortgage-backed securities and asset-backed securities will fall out of favour at any time or over time with investors, affecting adversely the values and liquidity of the securities.

Sovereign Risk

A Fund may invest in debt securities issued by governments or by agencies, instrumentalities and sponsored enterprises of governments. The value of these securities may be affected by the creditworthiness of the relevant government, including any default or potential default by the relevant government. In addition, issuer payment obligations relating to securities issued by government agencies, instrumentalities and sponsored enterprises of governments may have limited or no support of the relevant government.

Variable And Floating Rate Securities

In addition to traditional fixed-rate securities, a Fund may invest in debt securities with variable or floating interest rates or dividend payments. Variable or floating rate securities bear rates of interest that are adjusted periodically according to formulae intended to reflect market rates of interest. These securities allow the Fund to participate in increases in interest rates through upward adjustments of the coupon rates on such securities. However, during periods of increasing interest rates, changes in the coupon rates may lag the change in market rates or may have limits on the maximum increase in coupon rates. Alternatively, during periods of declining interest rates, the coupon rates on such securities readjust downward and this may result in a lower yield.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in purchasing Shares. Prospective investors should read this entire Prospectus and the Relevant Supplements and consult with their own advisers before deciding whether to purchase Shares.

PURCHASE AND SALE INFORMATION

PRIMARY MARKET

Subscription for Shares

The provisions set out below apply only to subscriptions directly to the Company and not to purchases of Shares on secondary markets. The Directors and/or the Manager may issue Shares of any Class in the Company. Subscriptions for Shares may be made in cash, in kind or in a combination of both. The Company will only accept subscriptions from Authorised Participants. An investor who is not an Authorised Participant may purchase Shares on the secondary market in accordance with the procedures described below at the section entitled "*Secondary Market*".

Except as disclosed in this Prospectus, the Funds do not impose any restrictions on the frequency of subscriptions and redemptions; however, the Directors and/or the Manager may in their absolute discretion refuse to accept any subscription for Shares, in whole or in part.

Initial Subscriptions

Shares will be issued initially at the price specified in the Relevant Supplement and all Duties and Charges (if applicable and subject to any applicable regulations), and, thereafter, at the Net Asset Value per Share as specified in the Relevant Supplement and all Duties and Charges (if applicable and subject to any applicable regulations). Subscriptions for Shares will be considered upon receipt by the Administrator of completed share applications which satisfy the application requirements including, but not limited to, anti-money laundering documentation and must be settled with, cleared funds and/or any other appropriate consideration as specified in the Relevant Supplement. In exceptional circumstances, the Directors and/or the Manager may decide to accept subscription requests after the relevant Dealing Deadline provided that they are received before the relevant Valuation Point. Initial subscriptions for Shares may be made either by post, by fax or electronically in accordance with the requirements of the Central Bank.

Subsequent Subscriptions

Authorised Participants may submit subsequent applications for Shares to the Administrator either by fax or electronically in such format or method as shall be agreed in advance in writing with the Administrator in accordance with the requirements of the Central Bank. Subsequent subscriptions will be accepted at a price corresponding to the Net Asset Value per Share as determined as at the Valuation Point for the relevant Dealing Day and all Duties and Charges (if applicable and subject to any applicable regulations).

Minimum Subscription Amounts

Shareholders who subscribe for Shares, in any of the ways described below, must subscribe an amount that is at least equal to the Minimum Subscription Amount. The Minimum Subscription Amount may differ for initial subscriptions and subsequent subscriptions and may be waived by the Directors in their absolute discretion. The Minimum Subscription Amount for any Fund will be specified in the Relevant Supplement.

Application Forms

Signed, original subscription application forms and supporting anti-money laundering documentation should be sent by post to the Administrator in accordance with the details set out in the subscription application form. Completed application forms may also be accepted by fax or electronically, provided that the original application form and the supporting documentation required for anti-money laundering purposes is received by post promptly thereafter. Amendments to a Shareholder's registration details and payment instructions will only be effected upon receipt of original documentation.

Cash Subscriptions

Authorised Participants may subscribe for Shares for cash (unless specified otherwise in the Relevant Supplement) on each Dealing Day by making an application before the Dealing Deadline. Any properly made application received by the

Administrator after the time specified in the Relevant Supplement will not be deemed to have been accepted until the following Dealing Day, provided always that the Directors and/or the Manager may in exceptional circumstances decide to accept subscriptions after the relevant Dealing Deadline, provided that they are received before the relevant Valuation Point.

Subscription monies in the currency in which the relevant Shares are denominated should be sent by wire transfer to the Subscriptions/Redemption Account specified in the subscription application form no later than the time specified in the Relevant Supplement. If cleared funds representing the subscription monies (and all Duties and Charges) are not received by the Company by the time and date specified in the Relevant Supplement, the Directors and/or the Manager reserve the right to cancel any provisional allotment of Shares.

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

In-Kind Subscriptions

Each Fund may allow Authorised Participants to subscribe for Shares in-kind on each Dealing Day, unless specified otherwise in the Relevant Supplement. In this context, "in-kind" means that, rather than receiving cash in respect of a subscription, the Company will receive securities (or predominantly securities) and a cash component. Applications for Shares received by the Administrator before the Dealing Deadline are accepted on that Dealing Day and processed in accordance with the Relevant Supplement, provided always that in exceptional circumstances the Directors and/or the Manager may decide to accept subscriptions after the relevant Dealing Deadline, provided that they are received before the relevant Valuation Point. At the discretion of the Directors and/or the Manager, in-kind subscriptions may be made by the Authorised Participants in two ways, as follows. Firstly, settlement may take the form of a basket of securities and a cash component that is designed by the Investment Manager and/or Sub-Investment Manager to be closely aligned with the composition of the relevant Fund (so that the Investment Manager and/or Sub-Investment Manager will not be required, following completion of the subscription, to take any further material steps in the form of additional purchases or sales of securities or adjustment(s) of any other positions maintained in respect of the relevant Fund to re-balance the composition of the Fund) (a "**Fixed Portfolio Basket**"). The composition of the Fixed Portfolio Basket to be delivered by an investor and an estimated amount of the balance in cash are published every Dealing Day on the Website. Secondly, at the discretion of the Directors and/or the Manager, settlement may be in the form of a basket of securities selected by the Authorised Participant from a list identified by the Investment Manager and/or Sub-Investment Manager as appropriate for the Fund in the implementation of its investment policy (but which, in order to enable the Fund to fully achieve its investment objective, may require the Investment Manager and/or Sub-Investment Manager to take further steps in the form of additional purchases or sales of securities or adjustment(s) of any other positions maintained in respect of the relevant Fund to re-balance the composition of the Fund) and a cash component (a "**Negotiated Portfolio Basket**"). The list of acceptable securities that may be delivered by an applicant as part of a Negotiated Portfolio Basket will be notified to any investor wishing to subscribe in this way on the relevant Dealing Day. The exact value of the cash balance in the case of each of a Fixed Portfolio Basket and a Negotiated Portfolio Basket is determined after calculation of the Net Asset Value of the relevant Fund for the relevant Dealing Day, established on the basis of the prices used in calculating the Net Asset Value per Share and equals the difference between the value of the Shares to be issued and the value of the Fixed Portfolio Basket or Negotiated Portfolio Basket, as the case may be, using the same valuation methodology as that used to determine the Net Asset Value per Share. Settlement/delivery of subscriptions is made no later than three (3) Business Days after the relevant Dealing Day or such lesser period as may be set out in the Relevant Supplement. If the Fixed Portfolio Basket or the Negotiated Portfolio Basket, as the case may be, is not delivered to the Company, in exactly the form agreed with the Company, together with the relevant cash component, by the time and date specified in the Relevant Supplement, the Directors and/or the Manager reserve the right to cancel any provisional allotment of Shares. For all in-kind subscriptions, (i) the nature of the assets to be transferred to the relevant Fund must be such that they would qualify as investments of the relevant Fund in accordance with its investment objectives, policies and restrictions; (ii) the assets must be vested with the Depositary or arrangements be made to vest the assets with the Depositary; (iii) the number of Shares to be issued must not exceed the amount that would be issued for the cash equivalent; and (iv) the Depositary is satisfied that there is unlikely to be any material prejudice to the existing Shareholders.

Duties and Charges for Cash and in kind Subscriptions

The Directors and/or the Manager may, in their absolute discretion, include an appropriate provision for Duties and Charges in respect of each subscription.

Registration of Shares

All Shares issued will be in registered form. Written confirmation of ownership will be sent to investors that have subscribed for Shares. Shares may only be issued as fully paid and in whole units. Generally, Shares will be issued in dematerialised, non-certificated form in one or more recognised clearing and settlement systems, subject to the issue of a global certificate where required by a clearing system in which Shares are held. No individual certificates for Shares will be issued by the Company.

Redemption of Shares

The provisions set out below apply only to redemptions of Shares by the Company and not to sales of Shares on secondary markets. To the extent required by applicable law of a country where the Shares are registered for public sale, cash redemptions may be accepted from Shareholders not qualifying as Authorised Participants, subject to the procedures and charges described below.

It is also possible for investors to sell their Shares on the secondary market, as set out below at the section entitled "*Secondary Market*". Shareholders may request the Company to redeem their Shares on any Dealing Day in accordance with the following redemption procedures and as specified in the Relevant Supplement. The redemption proceeds will correspond to the Net Asset Value per Share as determined as at the Valuation Point for the relevant Dealing Day, less any redemption charge and all Duties and Charges (if applicable and subject to any applicable regulations). In exceptional circumstances, the Directors may decide to accept redemption requests after the relevant Dealing Deadline provided that they are received before the relevant Valuation Point. A properly completed signed redemption instruction must be received by the Administrator by fax or (if agreed in advance with the Administrator) electronic instruction before the Dealing Deadline provided that, in the case of faxed redemption requests or electronic instruction, payment of redemption proceeds will be made only to the account of record. The Directors and/or the Manager may, in their absolute discretion, reject a request to redeem Shares, in whole or in part where the Directors and/or the Manager have reason to believe that the request is being made fraudulently.

Minimum Redemption Amount.

Shareholders who wish to redeem Shares may only redeem Shares with a value that is at least equal to the Minimum Redemption Amount. The Minimum Redemption Amount may be waived by the Directors and/or the Manager in their absolute discretion. The Minimum Redemption Amount for any Fund will be specified in the Relevant Supplement.

Redemptions for Cash

Authorised Participants may request the redemption, in cash, of Shares on any Dealing Day at the Net Asset Value per Share as of the relevant Dealing Day. An investor in Shares who is not an Authorised Participant may request the financial intermediary who is holding its Shares to apply to the Company to directly redeem with the Company its Shares only for cash. In addition, to the extent required by applicable law of a country where the Shares are registered for public sale, cash redemptions may be accepted from Shareholders not qualifying as Authorised Participants, subject to the procedures and charges described below.

The Administrator or the Directors may refuse to process a redemption request until proper information has been provided. Any amendments to a Shareholder's registration detail or payment instructions will only be effected upon receipt of original documentation by the Administrator. All redemptions for cash will be subject to an appropriate provision for Duties and Charges. Payment for Shares redeemed will be effected no later than three (3) Business Days after the relevant Dealing Deadline or such lesser period as may be set out in the Relevant Supplement. Redemption proceeds in the Class Currency will be paid by wire transfer to the appropriate bank account as notified by the redeeming Shareholder. The cost of any transfer of proceeds by wire transfer will be deducted from such proceeds. Payment will

be made only to an account in the name of the registered Shareholder. The Shares shall be redeemed at the Net Asset Value per Share on the Dealing Day on which redemption is effected.

Redemption of Shares In-Kind

Each Fund may allow Authorised Participants which have been appointed to offer prices for the Shares on any Listing Stock Exchange to redeem Shares in-kind on each Dealing Day, unless otherwise specified in the Relevant Supplement. In this context, "in-kind" means that, with the consent of the Authorised Participant, rather than delivering cash proceeds in respect of a redemption, the Company will deliver securities or a combination of cash and securities, provided that the asset allocation is subject to the approval of the Depositary. Redemption requests must be received by the Administrator before the Dealing Deadline. The composition of the basket of securities to be delivered by the Company and an estimated amount of the balance in cash are published every Dealing Day on the Website. The exact value of the cash balance is determined after calculation of the Net Asset Value on the relevant Dealing Day, established on the basis of the prices used in calculating the Net Asset Value per Share, and equals the difference between the value of the Shares to be redeemed and the value of the basket of securities at the prices used in calculating the Net Asset Value per Share on the same date. All redemptions in-kind will be subject to an appropriate provision for Duties and Charges. A determination to provide redemption in-kind shall be at the sole discretion of the Company where the redeeming Shareholder requests redemption of Shares in a Fund representing 5% or more of the Net Asset Value. Further, a determination to provide redemption in-kind shall be at the sole discretion of the Company where the Shares being redeemed were originally subscribed for in specie. The assets to be transferred shall be selected at the discretion of the Directors and/or the Manager, subject to the approval of the Depositary and taken at their value used in determining the redemption price of the Shares being so repurchased. In this event the Company will, if requested, sell the assets on behalf of the Shareholder at the Shareholder's expense and give the Shareholder cash. Such distributions will not materially prejudice the interests of remaining Shareholders. The cost of any such disposal shall be borne by the redeeming Shareholder.

Where an Authorised Participant submits a subscription request in cash, the corresponding redemption will be satisfied in cash unless otherwise agreed with the Authorised Participant (with relevant asset allocation being approved by the Depositary).

Redemption Proceeds

Redemptions proceeds (in-kind and/or in cash) will only be released where the Administrator has received the original subscription application form in respect of the Shares being redeemed (including all requested supporting anti-money laundering documentation and the anti-money laundering procedures have been completed). Where Shares are issued in dematerialised form in one or more recognised clearing and settlement systems, redemption of these Shares can only be completed by the delivery of those Shares back through that recognised clearing and settlement system. Redemption instructions received after the Dealing Deadline will be held over and dealt with on the following Dealing Day, unless the Directors and/or the Manager in exceptional circumstances determine otherwise and the instruction is received prior to the Valuation Point. Redemption instructions should be sent by facsimile (or by electronic means if agreed with the Administrator) to the Administrator. Shareholders will not be entitled to withdraw redemption requests unless otherwise agreed by the Directors in consultation with the Administrator.

Investors should note that any redemption proceeds being paid out by a Fund and held for any time in the Subscriptions/Redemptions Account shall remain an asset of the relevant Fund until such time as the proceeds are released to the investor. This would include, for example, cases where redemption proceeds are temporarily withheld pending the receipt of any outstanding identity verification documents as may be required by the Company or the Administrator – enhancing the need to address these issues promptly so that the proceeds may be released. It should also be noted that the investor shall have ceased being considered a Shareholder and instead will rank as a general unsecured creditor of the Company.

Redemption Limits

If redemption requests received in respect of Shares of a particular Fund on any Dealing Day total, in aggregate, more than 10% of all of the issued Shares of that Fund on that Dealing Day, the Directors shall be entitled, at their absolute discretion, to refuse to redeem such number of Shares of that Fund on that Dealing Day, in excess of 10% of the issued

Shares of the Fund, in respect of which redemption requests have been received, as the Directors and/or the Manager shall determine. If the Company refuses to redeem Shares for this reason, the requests for redemption on such date shall be reduced rateably and the Shares to which each request relates which are not redeemed shall be redeemed on each subsequent Dealing Day, provided that the Company shall not be obliged to redeem more than 10% of the number of Shares of a particular Fund outstanding on any Dealing Day, until all the Shares to which the original request related have been redeemed.

It is envisaged by the Directors that investors will buy and sell their Shares through the secondary market (as set out below at the section entitled "Secondary Market"), given the nature of the Funds of the Company and the terms and conditions relating to the subscription and redemption of Shares other than on the secondary market.

Use of Subscriptions/Redemptions Accounts

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

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

CONVERSIONS

A transfer of Shares, which may only occur between Classes of a Fund at the instance of an Authorised Participant, is executed by a redemption of the Shares of the original Class and a subscription for Shares in the new Class. On this basis and unless otherwise stated in the Relevant Supplement, Shareholders will be entitled on any Dealing Day to convert any or all of their Shares in a Class into Shares of any other Class in the Fund, provided that they meet all of the normal criteria for subscriptions into that Class, except where dealings in the relevant Shares have been temporarily suspended in the circumstances described in this Prospectus. Shareholders should consider the terms of the Relevant Supplement for further details.

The number of Shares into which the Shareholder would like to convert his/her Shares is calculated according to the following formula:

$$\alpha = \frac{\beta * \chi * \delta}{\epsilon}$$

where:

α = number of Shares of the new Class into which conversion is required

β = number of Shares of the original Class from which conversion is required

χ = Net Asset Value of the Shares presented for conversion

δ = foreign exchange rate between the Classes concerned. If both Classes are valued in the same currency of account, this coefficient equals 1

ϵ = Net Asset Value of the shares in Class into which the conversion is to be performed plus any taxes, commissions or other fees.

Any fees, taxes and stamp duties incurred in the individual countries for a conversion are charged to the Shareholders.

RESTRICTIONS ON TRANSFER OF SHARES

Shares may not be transferred to a U.S. Person (except pursuant to any exemption available under the securities laws of the United States and with the approval of the Directors and/or the Manager). Registration of any transfer may be refused by the Directors if (i) following the transfer either the transferor or the transferee would hold Shares having a value less than the minimum holding for the relevant Fund (if any) specified in the Relevant Supplement (ii) the payment of taxation remains outstanding (iii) the person to whom the transfer is to be made does not clear such money laundering checks as the Directors and/or the Manager determine and (iv) the transfer is to be a Prohibited Person. Persons dealing through a clearing system may be required to provide a representation that any transferee is not a Prohibited Person.

COMPULSORY REDEMPTIONS OF SHARES

A Fund is established for an unlimited period and may have unlimited assets. However, a Fund may (but is not obliged to) redeem all of the Shares of any series or Class in issue if:

- (a) the Shareholders of the relevant Fund pass a special resolution providing for such redemption at a general meeting of the holders of the Shares of that Class;
- (b) the redemption of the Shares in that Class is approved by a resolution in writing signed by all of the holders of the Shares in that Class;
- (c) the Directors and/or the Manager deem it appropriate because of adverse political, economic, fiscal or regulatory changes affecting the relevant Fund in any way;
- (d) the Net Asset Value of the relevant Fund falls below US\$100,000,000 or the prevailing currency equivalent in the currency in which Shares are denominated;
- (e) the Shares, if listed, cease to be listed on a Listing Stock Exchange;
- (f) the Shares are or become owned directly or indirectly by a Prohibited Person; or
- (g) the Directors and/or the Manager deem it appropriate for any other reason.

If the Depositary has given notice of its intention to retire and no new depositary acceptable to the Company and the Central Bank has been appointed within ninety (90) days of such notice, the Company shall apply to the Central Bank for revocation of its authorisation and shall redeem all of the Shares of any series or class in issue.

In every case in which Shares are redeemed compulsorily in accordance with this section, the Shares shall be redeemed after giving not less than two (2) week's but not more than three (3) months' prior notice to all holders of such Shares. The Shares will be redeemed at the Net Asset Value per Share on the relevant Dealing Day, less such sums as the Directors and/or the Manager in their discretion may from time to time determine as an appropriate provision for estimated realisation costs of the assets of the Company and/or any costs associated with the termination of the relevant Fund or the Company.

SECONDARY MARKET

Where Shares are listed for secondary trading on Listing Stock Exchanges, they may be purchased and sold through market makers which have been appointed to offer prices for the Shares on any on such Listing Stock Exchanges. Through such market makers, a liquid and efficient secondary market may develop over time on one or more Listing Stock Exchanges as they meet secondary market demand for such Shares. The opening and closing days for the Listing Stock Exchanges will be specified on the Website. If you buy or sell Shares in the secondary market, you will pay the secondary market price for Shares. In addition, you may incur customary brokerage commissions and charges and may pay some or all of the spread between the bid and the offered price in the secondary market on each leg of a round trip (purchase and

sale) transaction. Investors should also read the risk warning headed "**Trading Issues Risk**" in the "**Risk Information**" section.

As a UCITS ETF, a Fund's Shares purchased on the secondary market cannot usually be sold directly back to the Company by investors who are not Authorised Participants. Investors who are not Authorised Participants must buy / sell shares on a secondary market with the assistance of an intermediary (e.g. a stockbroker) and may incur fees and additional taxes in doing so. In addition, as the market price at which the Shares are traded on the secondary market may differ from the Net Asset Value per Share, investors may pay more than the then current Net Asset Value per Share when buying shares and may receive less than the current Net Asset Value per Share when selling them.

An investor (that is not an Authorised Participant) shall have the right, subject to compliance with relevant laws and regulations, to request that the Company buys back its Shares in respect of a Fund in circumstances where the Company has determined in its sole discretion that the Net Asset Value per Share of the Fund differs significantly to the value of a Share of the Fund traded on the Secondary Market, for example, where no Authorised Participants are acting, or willing to act, in such capacity in respect of the Fund (a "**Secondary Market Disruption Event**").

If, in the view of the Directors and/or the Manager, a Secondary Market Disruption Event exists, the Company will issue a "Non-AP Buy-Back Notice" and stock exchange announcement(s) containing the terms of acceptance, minimum redemption amount and contact details for the buy-back of Shares. The Company's agreement to buy back any Shares is conditional on the Shares being delivered back into the account of the transfer agent at the relevant International Central Securities Depository (or transfer agent at the relevant Central Securities Depository ("**CSD**") depending on the settlement model for the relevant Shares) and relevant confirmations given by the Common Depository. The redemption request will be accepted only on delivery of the Shares.

Shares bought back from an investor who is not an Authorised Participant will be redeemed in cash. Payment is subject to the investor having first completed any required identification and anti-money laundering checks. In kind redemptions may be available at an investor's request at the Company's absolute discretion. Redemption orders will be processed on the Dealing Day on which the Shares are received back into the account of the transfer agent by the dealing cut-off time less any applicable Duties and Charges and other reasonable administration costs, provided that the completed buy-back request has also been received.

The Director and/or the Manager may at their complete discretion determine that the Secondary Market Disruption Event is of a long term nature and is unable to be remedied. In that case the Directors and/or the Manager may resolve to compulsorily redeem investors and may subsequently terminate the Fund.

Any investor requesting a buyback of its shares in case of a Secondary Market Disruption Event may be subject to taxes as applicable, including any capital gains taxes or transaction taxes. Therefore, it is recommended that prior to making such a request, the investor seeks professional tax advice in relation to the implications of the buyback under the laws of the jurisdiction in which they may be subject to tax.

The trading prices of Shares will fluctuate continuously throughout trading hours based on market supply and demand rather than the Net Asset Value per Share, which is calculated at the end of each business day. Shares will trade on the Listing Stock Exchange at prices that may be above (i.e. at a premium) or below (i.e. at a discount), to varying degrees, the Net Asset Value of the relevant Shares. The trading prices of Shares may deviate significantly from the Net Asset Value per Share during periods of market volatility and may be subject to brokerage commissions and/or transfer taxes associated with the trading and settlement through the relevant stock exchange. There can be no guarantee that once the Shares are listed on a stock exchange they will remain listed. Given, however, that Shares can be issued and redeemed daily in large volumes, the Investment Manager and/or Sub-Investment Manager believes that large discounts and premiums relative to the Net Asset Value per Share should not be sustained for very long. The number of days on which the market price of a Share was greater than or less than the relevant Net Asset Value per Share for various time periods is available by visiting the Website. Investors should also read the risk warning headed "**Fluctuation of Net Asset Value**" in the "**Risk Information**" section.

An indicative Net Asset Value per Share ("**INAV**") will be disseminated at regular intervals throughout each Dealing Day and made available on the Website (www.ubs.com/etf). INAVs are estimates of the Net Asset Value per Share produced using current market data based on quotes and last sale prices from the securities' local market and, consequently, may not reflect events that occur subsequent to the local market's close. Premiums and discounts between INAVs and market

prices may occur. INAVs should not be viewed as a "real-time" update of the Net Asset Value per Share, which is calculated only once a day. None of the Funds, the Manager, the Investment Manager and/or Sub-Investment Manager, any of its affiliates or any third party calculation agents involved in, or responsible for, the calculation or dissemination of the INAVs makes any warranty as to their accuracy.

DETERMINATION OF NET ASSET VALUE

The Manager has delegated the calculation of the Net Asset Value of each Fund and the Net Asset Value per Share to the Administrator.

The Net Asset Value of a Fund shall be calculated by ascertaining the value of the assets of the relevant Fund and deducting from such amount the liabilities of the Fund, which shall include all fees and expenses payable and/or accrued and/or estimated to be payable out of the assets of the Fund.

The Net Asset Value per Share of a Fund shall be calculated by dividing the Net Asset Value of the relevant Fund by the total number of Shares issued in respect of that Fund or deemed to be in issue as of the relevant Business Day.

The Net Asset Value per Share in each Fund shall be calculated to the nearest four decimal places in the Class Currency of the relevant Fund on each Business Day in accordance with the valuation provisions set out in the Articles and summarised below.

In the event that a Fund is divided into different Classes to accommodate different dividend policies and/or charges and/or fee arrangements and/or currencies and/or investments in FDI in accordance with the requirements of the Central Bank, the amount of the Net Asset Value of the Fund attributable to a Class shall be determined by establishing the number of Shares issued in the Class at the relevant Valuation Point and by allocating the relevant fees and expenses and any costs, liabilities and/or benefits of any foreign exchange hedging or any investments in FDI entered into in respect of a Class, to the Class, making appropriate adjustments to take account of distribution, subscriptions, redemptions, gains and expenses of that Class and apportioning the Net Asset Value of the Fund accordingly. The Net Asset Value per Share in respect of a Class will be calculated by dividing the Net Asset Value of the relevant Class by the number of Shares of the relevant Class in issue. The Net Asset Value of a Fund attributable to a Class and the Net Asset Value per Share in respect of a Class will be expressed in the relevant Class Currency, if different to the Base Currency.

The Net Asset Value per Share in the Company will be calculated at the Valuation Point on each Business Day.

Each asset which is quoted, listed or traded on or under the rules of any Recognised Market shall be valued using the Index method of first valuation. Accordingly, depending on the terms of the relevant Index, such assets will be valued at (a) closing bid price, (b) last bid price, (c) last traded price, (d) closing mid-market price or (e) last mid-market price on the relevant Recognised Market at the close of business on such Recognised Market on each Dealing Day. The Index method of valuation applied to determine the Net Asset Value per Share for each Fund will be specified in the Relevant Supplement. The Index method of valuation may consist of any of the options specified at (a) to (e) above and will be applied consistently in the valuation of all assets of that asset class. Prices will be obtained for this purpose by the Administrator from independent sources, such as recognised pricing services or brokers specialising in the relevant markets. If the investment is normally quoted, listed or traded on or under the rules of more than one Recognised Market, the relevant Recognised Market shall be either (a) that which is the main market for the investment or (b) the market which the Manager determine provides the fairest criteria in a value for the security, as the Manager may determine. If prices for an investment quoted, listed or traded on the relevant Recognised Market are not available at the relevant time, or are unrepresentative in the opinion of the Manager, such investment shall be valued at such value as shall be estimated with care and in good faith as the probable realisation value of the investment by a competent professional person, firm or corporation appointed for such purpose by the Manager and approved for the purpose by the Depositary. If the investment is quoted, listed or traded on a Recognised Market but acquired or traded at a premium or discount outside of or off the Recognised Market, the investment shall be valued taking into account the level of premium or discount as of the date of valuation of the instrument and the Depositary must ensure the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security. Neither the Manager or their delegates nor the Depositary shall be under any liability if a price reasonably believed by them to be the (a) closing bid price, (b) last bid price, (c) last traded price, (d) closing mid-market price or (e) last mid-market price for the time being, may be found not to be such. The value of any investment which is not normally quoted, listed or traded on or under the rules of a Recognised Market, will be valued at its probable realisation value estimated with care and in good faith by the Manager in consultation with the Administrator or by a competent person, firm or corporation appointed by the Manager and approved for such purpose by the Depositary.

Cash in hand or on deposit shall be valued at face value together with accrued interest where applicable, unless in the opinion of the Directors (in consultation with the Administrator and the Depositary) any adjustment should be made to reflect the fair value thereof.

Exchange-traded derivative instruments will be valued based on the settlement price as determined by the market where the instrument is traded. If such settlement price is not available, such value shall be calculated in accordance with the value of any investment which is not normally quoted, listed or traded on or under the Rules of a Recognised Market above, i.e. being the probable realisation value estimated with care and in good faith by a competent person appointed by the Manager (and approved for such purpose by the Depositary).

Over-the-counter ("OTC") FDI will be valued either using the counterparty's valuation or an alternative valuation provided by a pricing vendor appointed by the Company or the Manager and approved for this purpose by the Depositary. OTC FDI shall be valued at least daily. If using the counterparty's valuation, such valuation must be approved or verified by a party independent of the counterparty and approved by the Depositary and the Manager (which may include the Company or a party related to the OTC counterparty provided that it is an independent unit within the same group and which does not rely on the same pricing models employed by the counterparty) on a weekly basis. If using an alternative valuation, the Depositary will follow international best practice and adhere to the principles on valuation of OTC FDI established by bodies such as International Organisation of Securities Commissions and Alternative Investment Management Association. In the event that the Company opts to use an alternative valuation, the Company will use a competent person appointed by the Manager, approved for this purpose by the Depositary, or will use a valuation by any other means provided that the value is approved by the Depositary. All alternative valuations will be reconciled with the counterparty's valuation on at least a monthly basis. Any significant differences to the counterparty valuation will be promptly investigated and explained.

Forward foreign exchange and interest rate swap contracts may be valued by reference to freely available market quotations or, if such quotations are not available, in accordance with the provisions in respect of exchange-traded derivative instruments.

In calculating the Net Asset Value of each Fund and the Net Asset Value per Share in each Fund, the Administrator may rely on such automatic pricing services as it shall determine and the Administrator shall not be liable (in the absence of fraud, negligence or wilful default) for any loss suffered by the Company or any Shareholder by reason of any error in calculation of the Net Asset Value resulting from any inaccuracy in the information provided by any pricing service. The Administrator shall use reasonable endeavours to verify any pricing information supplied by the Investment Manager and/or Sub-Investment Manager or any connected person including a connected person who is a broker or other intermediary, however in certain circumstances it may not be possible or practicable for the Administrator to verify such information and in such circumstances the Administrator shall not be liable (in the absence of fraud, negligence or wilful default) for any loss suffered by the Company or any Shareholder by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided by the Investment Manager and/or Sub-Investment Manager or its delegates provided that the use of such information in the circumstances was reasonable.

Certificates of deposit shall be valued by reference to the latest available sale price for certificates of deposit of like maturity, amount and credit risk on each Dealing Day or, if such price is not available, at the latest bid price or, if such price is not available or is unrepresentative of the value of such certificate of deposit in the opinion of the Manager, at probable realisation value estimated with care and in good faith by a competent person appointed by the Manager and approved for the purpose by the Depositary. Treasury bills and bills of exchange shall be valued with reference to prices ruling in the relevant markets for such instruments of like maturity, amount and credit risk at close of business on such markets on the relevant Dealing Day.

Units or shares in collective investment schemes shall be valued on the basis of the latest available net asset value per unit as published by the collective investment scheme. If units or shares in such collective investment schemes are quoted, listed or traded on or under the rules of any Recognised Market then such units or shares will be valued in accordance with the rules set out above for the valuation of assets which are quoted, listed or traded on or under the rules of any Recognised Market. If such prices are unavailable, the units will be valued at their probable realisation value estimated with care and in good faith by the Manager in consultation with the Administrator or by a competent person, firm or corporation appointed for such purpose by the Manager and approved for the purpose by the Depositary.

Notwithstanding the above provisions the Manager may, with the approval of the Depositary (a) adjust the valuation of any listed investment 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; or (b) in relation to a specific asset permit an alternative method of valuation approved by the Depositary to be used if they deem it necessary.

In determining the Company's Net Asset Value per Share, all assets and liabilities initially expressed in foreign currencies will be converted into the Class Currency of the relevant Fund at market rates. If such quotations are not available, the rate of exchange will be determined to be the probable realisation value estimated with care and in good faith by the Manager.

Save where the determination of the Net Asset Value per Share in respect of any Fund has been temporarily suspended in the circumstances described under "*Temporary Suspension of Dealings*" below, the Net Asset Value per Share shall be made public as soon as practicable following calculation at the registered office of the Investment Manager and on the Website. It shall also be published by the Administrator in various publications as required and will be notified to any Listing Stock Exchange in accordance with the rules of the relevant Listing Stock Exchange.

TEMPORARY SUSPENSION OF DEALINGS

The Directors and/or the Manager may at any time temporarily suspend the issue, valuation, sale, purchase, redemption or conversion of any Classes, or the payment of redemption proceeds, during:

- (a) any period when any Recognised Market on which a substantial portion of the investments for the time being comprised in the Company are quoted, listed or dealt in is closed otherwise than for ordinary holidays, or during which dealings on any such Recognised Market are restricted or suspended;
- (b) any period when, as a result of political, military, economic or monetary events or other circumstances beyond the control, responsibility and power of the Directors and/or the Manager, the disposal or valuation of investments for the time being comprised in the Company cannot, in the opinion of the Directors and/or the Manager, be effected or completed normally or without prejudicing the interests of Shareholders;
- (c) any breakdown in the means of communication normally employed in determining the value of any investments for the time being comprised in the Company or during any period when for any other reason the value of investments for the time being comprised in the Company cannot, in the opinion of the Directors and/or the Manager, be promptly or accurately ascertained;
- (d) any period when the Company is unable to repatriate funds for the purposes of making redemption payments or during which the realisation of investments for the time being comprised in the Company, or the transfer or payment of funds involved in connection therewith cannot, in the opinion of the Directors and/or the Manager, be effected at normal prices or normal rates of exchange;
- (e) any period when, as a result of adverse market conditions, the payment of redemption proceeds may, in the opinion of the Directors and/or the Manager, have an adverse impact on the Company or the remaining Shareholders in the Company; and
- (f) any period when the Directors and/or the Manager determine that it is in the best interests of the Shareholders to do so.

Notice of any such temporary suspension shall be published by the Company at its registered office and in such newspapers and through such other media as the Directors and/or the Manager may from time to time determine, if in the opinion of the Directors and/or the Manager, such temporary suspension is likely to exceed thirty (30) days, and shall be transmitted immediately to the Central Bank and the Shareholders. Shareholders who have requested the issue or redemption of Shares of any series or class will have their subscription or redemption request dealt with on the first Dealing Day after the suspension has been lifted unless applications or redemption requests have been withdrawn prior to the lifting of the suspension. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

DISTRIBUTIONS

Shareholders are entitled to their share of the relevant Fund's income and net realised gains on its investments. Each Fund typically earns income in the form of dividends from stocks, interest from debt securities and, if any, securities lending income. Each Fund realises capital gains or losses whenever it sells securities. Depending on the underlying market, if there are capital gains, the Fund may be subject to a capital gains tax in that underlying market.

Each Fund may have accumulating Classes, in respect of which income and capital gains are reflected in the Net Asset Value per Share, or distributing Classes, in respect of which, at the discretion of the Directors and/or the Manager, any combination of income and capital gains may be distributed to Shareholders on a periodic basis, or both. The distribution policies applicable to each Class will be specified in the Relevant Supplement.

Dividends will be declared in the Class Currency of the applicable Fund. Shareholders who wish to receive dividend payments in any other currency should contact the Administrator to ascertain whether this service will be available. Any such foreign exchange conversions of dividend payments will be at the cost and risk of Shareholders. Any dividend paid on a Share that has not been claimed within six years of its declaration shall be forfeited and shall be retained for the benefit of the relevant Fund. No interest shall be paid on any dividend.

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

FEES AND EXPENSES

All of the fees and expenses payable in respect of a Fund are paid as one single fee. This is referred to as the "**Total Expense Ratio**" ("**TER**") or "**Flat Fee**". Out of the aforementioned Flat Fee, the Company will bear all costs incurred in connection with the Company's assets. This includes, but is not limited to, fees and expenses of the Manager, Investment Manager or Sub-Investment Manager, Depositary, Administrator, Directors, Distributor or sub-distributor and Company Secretary. The Flat Fee is allocated by the Company and paid directly to the Depositary, the Distributor and to the Manager. The Manager will pay out of its fees the Administrator and the Investment Manager, each of which is a service provider. The Company may pay, subject to any applicable regulations, part or all of its fees to any person that invests in or provides services to the Company or in respect of any Fund. The following fees and expenses will also be discharged out of the Flat Fee:

- (i) the cost of listing and maintaining a listing of Shares on any Listing Stock Exchange;
- (ii) the cost of convening and holding Directors' and Shareholders' meetings;
- (iii) professional fees and expenses for legal and other consulting services;
- (iv) the costs and expenses of preparing, printing, publishing and distributing prospectuses, supplements, annual and semi-annual reports and other documents to current and prospective Shareholders;
- (v) the costs and expenses arising from any licensing or other fees payable to any Index Provider or other licensor of intellectual property, trademarks or service marks used by the Company;
- (vi) the costs and expenses of any investment adviser appointed by the Investment Manager and/or Sub-Investment Manager; and
- (vii) such other costs and expenses (excluding non-recurring and extraordinary costs and expenses) as may arise from time to time and which have been approved by the Directors as necessary or appropriate for the continued operation of the Company or of any Fund.

The Flat Fee does not include extraordinary costs and expenses (including but not limited to transaction charges, stamp duty or other taxes on the investments of the Company including duty charges for portfolio re-balancing, withholding taxes, commissions and brokerage fees incurred with respect to the Company's investments, interest on borrowings and bank charges incurred in negotiating, effecting or varying the terms of such borrowings, any commissions charged by intermediaries in relation to an investment in the Fund and such extraordinary or exceptional costs and expenses (if any) as may arise from time to time, such as material litigation in relation to the Company all of which will be paid separately out of the assets of the relevant Fund). The Flat Fee is calculated and accrued daily from the Net Asset Value of each Fund and payable monthly in arrears. The Flat Fee of each Fund is as listed in the Relevant Supplement. If a Fund's expenses exceed the Flat Fee outlined above in relation to operating the Funds, the Distributor or its affiliate will cover any shortfall from its own assets.

TAX INFORMATION

Investors in the Shares should be aware that they may suffer income tax, withholding tax, capital gains tax, wealth tax, stamp taxes or any other kind of tax on distributions or deemed distributions of the Fund, capital gains within the Fund whether realised or unrealised, income received or accrued or deemed received within the Fund, subject to the laws and practices of the country where the Shares are purchased, sold, held or redeemed and subject to the country of tax residence or nationality of the Shareholder.

Investors should be aware of the fact that taxes may be calculated based on income received and/or deemed to be received and/or accrued in the Fund in relation to the assets of a Fund, whereas the performance of the Fund, and subsequently the return investors received after redemption of the Shares, might partially or fully depend on the performance of a reference index or reference asset.

The Directors recommend that investors consult their own independent tax advisors as to the Irish or other tax consequences of the purchase, ownership and disposal of Shares. In addition, investors should be aware that tax regulations and their application or interpretation by the relevant tax authorities' change from time to time. Accordingly, it is not possible to predict the precise tax treatment, which will apply at any given time.

The following is a summary of certain Irish tax consequences of the purchase, ownership and disposal of Shares. The summary does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant. The summary relates only to the position of persons who are the absolute beneficial owners of Shares (other than dealers in securities). The summary is based on Irish tax laws and the practice of the Revenue Commissioners in effect on the date of this Prospectus (and is subject to any prospective or retroactive change). Potential investors in Shares should consult their own advisors as to the Irish or other tax consequences of the purchase, ownership and disposal of Shares.

Taxation of the Company

The Directors have been advised that the Company is an 'investment undertaking' within the meaning of section 739B TCA and therefore is not chargeable to Irish tax on its relevant income or relevant gains so long as the Company is resident for tax purposes in Ireland. Provided the Shares remain held in a recognised clearing system (which includes the Crest clearing system), the Company will not account for any Irish tax in respect of the Shares. If the Shares cease to be held in a recognised clearing system, the Company would be obliged to account for Irish tax to the Revenue Commissioners in certain circumstances.

A charge to tax may arise for the Company in respect of Shareholders on the happening of a "Chargeable Event" in the Company.

A Chargeable Event includes:

- (i) any payment to a Shareholder by the Company in respect of their Shares;
- (ii) any transfer, cancellation, redemption or repurchase of Shares; and
- (iii) any deemed disposal by a Shareholder of their Shares at the end of a "relevant period" (a "**Deemed Disposal**").

A "relevant period" is a period of 8 years beginning with the acquisition of Shares by a Shareholder and each subsequent period of 8 years beginning immediately after the preceding relevant period.

A Chargeable Event does not include:

- (i) any transaction in relation to Shares held in a recognised clearing system;
- (ii) any exchange by a Shareholder effected by way of a bargain made at arms length by the Company, of Shares in the Company for other Shares in the Company;
- (iii) certain transfers of Shares between spouses or civil partners and former spouses or former civil partners;
- (iv) an exchange of Shares arising on a qualifying amalgamation or reconstruction of the Company with another Irish investment undertaking; or
- (v) the cancellation of Shares in the Company arising from an exchange in relation to a scheme of amalgamation (as defined in section 739HA TCA).

On the happening of a Chargeable Event, the Company shall be entitled to deduct the appropriate amount of tax on any payment made to a Shareholder in respect of the Chargeable Event. On the occurrence of a Chargeable Event where no payment is made by the Company to the Shareholder, the Company may appropriate or cancel the required number of Shares to meet the tax liability.

Where the Chargeable Event is a Deemed Disposal and the value of Shares held by Irish Resident Shareholders in the Company is less than 10% of the total value of Shares in the Company (or a sub-fund) and the Company has made an election to the Revenue Commissioners to report annually certain details for each Irish Resident Shareholder, the Company will not be required to deduct the appropriate tax and the Irish Resident Shareholder (and not the Company) must pay the tax on the Deemed Disposal on a self-assessment basis. Credit is available against appropriate tax relating to the Chargeable Event for appropriate tax paid by the Company or the Shareholder on any previous Deemed Disposal. On the eventual disposal by the Shareholder of the Shares, a refund of any unutilised credit will be payable

Taxation of Non-Irish Resident Shareholders

Non-Irish Resident Shareholders will not be chargeable to Irish tax on the happening of a Chargeable Event provided that either:

- (i) the Company is in possession of a completed Relevant Declaration to the effect that the Shareholder is not Irish Resident, or
- (ii) the Company is in possession of written notice of approval from the Revenue Commissioners to the effect that the requirement to provide a Relevant Declaration is deemed to have been complied with in respect of that Shareholder and the written notice of approval has not been withdrawn by the Revenue Commissioners.

If the Company is not in possession of a Relevant Declaration or the Company is in possession of information which would reasonably suggest that the Relevant Declaration is not or is no longer materially correct, the Company must deduct tax on the happening of a Chargeable Event in relation to such Shareholder. The tax deducted will generally not be refunded.

Intermediaries acting on behalf of non-Irish Resident Shareholders can claim the same exemption on behalf of the Shareholders for whom they are acting. The intermediary must complete a Relevant Declaration that it is acting on behalf of a non-Irish Resident Shareholder.

A non-Irish Resident corporate Shareholder which holds Shares directly or indirectly by or for a trading branch or agency of the Shareholder in Ireland, will be liable for Irish corporation tax on income from the Shares or gains made on the disposal of the Shares.

Exempt Irish Shareholders

The Company is not required to deduct tax in respect of an Exempt Irish Shareholder so long as the Company is in possession of a completed Relevant Declaration from those persons and the Company has no reason to believe that the Relevant Declaration is materially incorrect. The Exempt Irish Shareholder must notify the Company if it ceases to be an Exempt Irish Shareholder. Exempt Irish Shareholders in respect of whom the Company is not in possession of a Relevant Declaration will be treated by the Company as if they are not Exempt Irish Shareholders.

While the Company is not required to deduct tax in respect of Exempt Irish Shareholders, those Shareholders may themselves be liable to Irish tax on their income, profits and gains in relation to any sale, transfer, repurchase, redemption or cancellation of Shares or dividends or distributions or other payments in respect of their Shares depending on their circumstances. It is the obligation of the Exempt Irish Shareholder to account for such tax to the Revenue Commissioners.

Taxation of Irish Resident Shareholders

Irish Resident Shareholders (who are not Exempt Irish Shareholders) will be liable to tax on the happening of a Chargeable Event. Tax at the rate of 41% will be deducted by the Company on payments made to the Shareholder in relation to the Shares or on the sale, transfer, Deemed Disposal (subject to the 10% threshold outlined above), cancellation, redemption or repurchase of Shares or the making of any other payment in respect of the Shares.

An Irish Resident Shareholder who is not a company and is not an Exempt Irish Shareholder will not be liable to any further income or capital gains tax in respect of any sale, transfer, Deemed Disposal, cancellation, redemption or repurchase, of Shares or the making of any other payment in respect of their Shares.

Where the Irish Resident Shareholder is a company which is not an Exempt Irish Shareholder, and the payment is not taxable as trading income under Schedule D Case I, the amount received will be treated as the net amount of an annual payment chargeable to tax under Schedule D Case IV from the gross amount of which income tax has been deducted. The rate of tax applicable to a Chargeable Event in respect of any Irish tax resident corporate investor in this instance is 25% provided the corporate investor has made a declaration to the Company including its Irish tax reference number.

Where the Irish Resident Shareholder is a company which is not an Exempt Irish Shareholder, and the payment is taxable as trading income under Schedule D Case I, the following provisions apply:

- (i) the amount received by the Shareholder is increased by any amount of tax deducted by the Company and will be treated as income of the Shareholder for the chargeable period in which the payment is made;
- (ii) where the payment is made on the sale, transfer, Deemed Disposal, cancellation, redemption or repurchase of Shares, such income will be reduced by the amount of consideration in money or money's worth given by the Shareholder for the acquisition of those Shares; and
- (iii) the amount of tax deducted by the Company will be set off against the Irish corporation tax assessable on the Shareholder in respect of the chargeable period in which the payment is made.

Personal Portfolio Investment Undertaking

An investment undertaking will be considered to be a personal portfolio investment undertaking (PPIU) in relation to a specific Irish Resident Shareholder where that Irish Resident Shareholder can influence the selection of some or all of the property of the undertaking. The undertaking will only be a PPIU in respect of those Irish Resident Shareholders who can influence the selection. A gain arising on a chargeable event in relation to a PPIU will be taxed at the rate of 60%. An undertaking will not be considered to be a PPIU where certain conditions are complied with as set out in section 739BA TCA.

Currency Gains

Where a currency gain is made by an Irish Resident Shareholder on the disposal of Shares, that Shareholder may be liable to capital gains tax in respect of any chargeable gain made on the disposal.

Stamp Duty

On the basis that the Company qualifies as an investment undertaking within the meaning of section 739B TCA, no Irish stamp duty will be payable on the subscription, transfer or repurchase of Shares. The stamp duty implications for subscriptions for Shares or transfer or repurchase of Shares in specie should be considered on a case by case basis.

Capital Acquisitions Tax

No Irish gift tax or inheritance tax (capital acquisitions tax) liability will arise on a gift or inheritance of Shares provided that:

- (i) at the date of the disposition the transferor of the Shares is neither domiciled nor ordinarily resident in Ireland, and, at the date of the gift or inheritance the transferee of the Shares is neither domiciled nor ordinarily resident in Ireland; and
- (ii) the Shares are comprised in the gift or inheritance at the date of the gift or inheritance and at the valuation date.

Other Tax Matters

The income and capital gains received by the Company from securities issued in countries other than Ireland or assets located in countries other than Ireland may be subject to taxes including withholding tax in the countries where such income and gains arise. The Company may not be able to benefit from reduced rates of withholding tax by virtue of the double taxation treaties in operation between Ireland and other countries. The Directors will have sole discretion as to whether the Company will apply for such benefits and may decide not to apply for such benefits if they determine that it may be administratively burdensome, cost prohibitive or otherwise impractical.

In the event that the Company receives any repayment of withholding tax suffered, the Net Asset Value of the Company will not be restated and the benefit of any repayment will be allocated to the then existing Shareholders rateably at the time of repayment.

Automatic Exchange of Information

The Company is obliged, pursuant to the IGA, Council Directive 2011/16/EU, section 891E, section 891F and section 891G of the TCA and regulations made pursuant to those sections, to collect certain information about its investors.

The Company will be required to provide certain information to the Revenue Commissioners in relation to the investors (including information in respect of the investor's tax residence status) and also in relation to accounts held by investors. For further information on FATCA or CRS please refer to the website of the Revenue Commissioners at www.revenue.ie/en/business/aeoi/index.html.

Further detail in respect of FATCA and CRS is set out below.

FATCA

On 21 December 2012, the governments of Ireland and the U.S. signed the IGA.

The IGA significantly increases the amount of tax information automatically exchanged between Ireland and the U.S. It provides for the automatic reporting and exchange of information in relation to accounts held in Irish "financial institutions" by U.S. persons and the reciprocal exchange of information regarding U.S. financial accounts held by Irish Residents. The Company is subject to these rules. Complying with such requirements will require the Company to request and obtain

certain information and documentation from its Shareholders, other account holders and (where applicable) the beneficial owners of its Shareholders and to provide any information and documentation indicating direct or indirect ownership by U.S. Persons to the competent authorities in Ireland. Shareholders and other account holders will be required to comply with these requirements, and non-complying Shareholders may be subject to compulsory redemption and/ or U.S withholding tax of 30% on withholdable payments and/or other monetary penalties.

The IGA provides that Irish financial institutions will report to the Revenue Commissioners in respect of U.S. account-holders and, in exchange, U.S. financial institutions will be required to report to the IRS in respect of any Irish-resident account-holders. The two tax authorities will then automatically exchange this information on an annual basis.

The Company (and/or any of its duly appointed agents) shall be entitled to require Shareholders to provide any information regarding their tax status, identity or residency in order to satisfy any reporting requirements which the Company may have as a result of the IGA or any legislation promulgated in connection with the IGA and Shareholders will be deemed, by their subscription for or holding of Shares to have authorised the automatic disclosure of such information by the Company or any other person to the relevant tax authorities.

CRS

Ireland has provided for the implementation of CRS through section 891F of the TCA and the enactment of the CRS Regulations.

CRS is a global OECD tax information exchange initiative which is aimed at encouraging a coordinated approach to disclosure of income earned by individuals and organisations.

Ireland and a number of other jurisdictions have entered or will enter into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the OECD. The Company is required to provide certain information to the Revenue Commissioners about investors resident or established in jurisdictions which are party to CRS arrangements.

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

Meaning of Terms

Meaning of 'Residence' for Companies

A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country. In certain limited circumstances, companies incorporated in Ireland but managed and controlled outside of a double taxation treaty territory may not be regarded as resident in Ireland. Specific rules may apply to companies incorporated prior to 1 January 2015.

Meaning of 'Residence' for Individuals

The Irish tax year operates on a calendar year basis.

An individual will be regarded as being resident in Ireland for a tax year if that individual:

- (i) spends 183 days or more in Ireland in that tax year; or
- (ii) has a combined presence of 280 days in Ireland, taking into account the number of days spent in Ireland in that tax year together with the number of days spent in Ireland in the preceding tax year.

Presence in a tax year by an individual of not more than 30 days in Ireland, will not be reckoned for the purpose of applying the two year test. Presence in Ireland for a day means the personal presence of an individual at any point in time during the particular day in question.

Meaning of 'Ordinary Residence' for Individuals

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 that individual is not resident in Ireland. Thus, an individual who is resident and ordinarily resident in Ireland in 2012 will remain ordinarily resident in Ireland until the end of the tax year 2015.

Meaning of "Intermediary"

An "intermediary" means a person who:

1. carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or
2. holds units in such an investment undertaking on behalf of other persons.

The United Kingdom – Taxation

The following is a summary of various aspects of the United Kingdom ("UK") taxation regime which may apply to UK resident or ordinarily resident persons acquiring Shares in the Classes of a Fund, and where such persons are individuals, only to those domiciled in the UK. It is intended as a general summary only, based on current law and practice in force as of the date of this Prospectus. Such law and practice may be subject to change, and the below summary is not exhaustive. Further, it will apply only to those UK Shareholders holding Shares as an investment rather than those which hold Shares as part of a financial trade; and does not cover UK Shareholders which are tax exempt or subject to special taxation regimes.

This summary should not be taken to constitute legal or tax advice, and any prospective Shareholder should consult their own professional advisers as to the UK tax treatment of returns from the holding of Shares in the Company.

The Company

The affairs of the Company are intended to be conducted in such a manner that it should not become resident in the UK for taxation purposes. Therefore, on the condition that the Company does not carry on a trade in the UK through a branch or agency or permanent establishment located there, then the Company will not be subject to UK tax on income or chargeable gains arising to it, other than on certain UK source income.

Income and gains received by the Company may be subject to withholding or similar taxes imposed by the country in which such returns arise.

Since the Company is not incorporated in the UK and the register of Shareholders will be kept outside the UK, no liability to UK stamp duty reserve tax should arise by reason of the transfer, subscription for, or redemption of Shares. Liability to UK stamp duty will not arise provided that any instrument in writing, transferring Shares in the Company is executed and retained at all times outside the UK. However, the Company may be liable to transfer taxes in the UK on acquisitions of investments. In the UK, stamp duty reserve tax or stamp duty at a rate of 0.5% will be payable by the Company on the acquisition of shares in companies that are either incorporated in the UK or that maintain a share register there.

Taxation of Shareholders who are resident for tax purposes in the United Kingdom

Subject to their personal tax position, dividends received by UK resident Shareholders will be subject to UK income tax or corporation tax annually, whether or not reinvested. In addition, UK Shareholders holding Shares at the end of each "reporting period" (as defined for UK tax purposes) will potentially be subject to UK income tax or corporation tax on their share of a Class's "reported income", to the extent that this amount exceeds dividends received. The terms "reported income", "reporting period" and their implications are discussed in more detail below. Both dividends and reported income will be treated as dividends received from a foreign corporation, subject to any re-characterisation as interest, as described below.

Individual Shareholders resident or ordinarily resident in the UK generally may benefit from a non-refundable tax credit in respect of dividends or reported income received from corporate offshore funds invested largely in equities. However, where the offshore fund invests more than 60% of its assets in interest-bearing (or economically similar) assets, distributions or reported income will be treated and taxed as interest in the hands of the individual, without a tax credit.

Dividend distributions from an offshore fund made to companies resident in the UK are likely to fall within one of a number of exemptions from UK corporation tax. In addition, distributions to non-UK companies carrying on a trade in the UK through a permanent establishment in the UK should also fall within the exemption from UK corporation tax on dividends to the extent that the shares held by that company are used by, or held for, that permanent establishment. Reported income will be treated in the same way as a dividend distribution for these purposes.

Shareholdings in the Company are likely to constitute interests in offshore funds, as defined for the purposes of the UK Finance Act 2008, with each Class of the Fund treated as a separate "offshore fund" for these purposes.

The Offshore Funds (Tax) Regulations 2009 provide that if an investor resident or ordinarily resident in the UK for taxation purposes holds an interest in an offshore fund and that offshore fund is a "non-reporting fund", any gain accruing to that investor upon the sale or other disposal of that interest will be charged to UK tax as income and not as a capital gain. Alternatively, where an investor resident or ordinarily resident in the UK holds an interest in an offshore fund that has been a "reporting fund" for all periods of account for which they hold their interest, any gain accruing upon the sale or other disposal of the interest will be subject to tax as a capital gain rather than income. In this case, the investor may claim relief for any accumulated or reinvested profits which have already been subject to UK income tax or corporation tax on income (even where such profits are exempt from UK corporation tax).

Where an offshore fund may have been a non-reporting fund for part of time during which the UK Shareholder held their interest and a reporting fund for the remainder of that time, there are elections which can potentially be made by the Shareholder in order to pro-rate any gain made upon disposal; the impact being that the portion of the gain made during the time when the offshore fund was a reporting fund would be taxed as a capital gain. In these circumstances, from the date the offshore fund changes status such elections have specified time limits in which they can be made

It should be noted that a "disposal" for UK tax purposes would include a switching of interest between Funds within the Company and might in some circumstances also include a switching of interests between Classes in the same Fund of the Company.

In broad terms, a "reporting fund" is an offshore fund that meets certain upfront and annual reporting requirements to HM Revenue & Customs and its Shareholders. The Directors intend to manage the affairs of the Company so that these upfront and annual duties are met and continue to be met in relation to each Class in each Fund at all times and to seek UK reporting fund status in due course. Such annual duties will include calculating and reporting the income returns of the offshore fund for each reporting period (as defined for UK tax purposes) on a per-Share basis to all relevant Shareholders (as defined for these purposes). UK Shareholders who hold their interests at the end of the reporting period to which the

reported income relates, will be subject to income tax or corporation tax on the higher of any cash distribution paid and the full reported amount. The reported income will be deemed to arise to UK Shareholders on the date the report is issued by the Directors. The Directors, however, intend to distribute all available income in the form of cash distributions.

Once reporting fund status is obtained from HM Revenue & Customs for the relevant Classes, it will remain in place permanently so long as the annual requirements are undertaken.

The attention of UK resident corporate Shareholders is drawn to Chapter 3 of Part 6 of the Corporation Tax Act 2009, whereby interests of UK companies in offshore funds may be deemed to constitute a loan relationship; with the consequence that all profits and losses on such relevant interests are chargeable to UK corporation tax in accordance with a fair value basis of accounting. These provisions apply where the market value of relevant underlying interest bearing securities and other qualifying investments of the offshore fund (broadly investments which yield a return directly or indirectly in the form of interest) are at any time more than 60% of the value of all the investments of the offshore fund.

The attention of individual shareholders ordinarily resident in the UK is drawn to the provisions of Chapter 2 of Part 13 of the Income Taxes Act 2007. These provisions are aimed at preventing the avoidance of UK income tax by individuals through transactions resulting in the transfer of assets or income to persons (including companies) resident or domiciled outside the UK, and may render them liable to income tax in respect of undistributed income of the Company on an annual basis. The legislation is not directed towards the taxation of capital gains.

Corporate Shareholders resident in the UK should note the provisions of Chapter 4 of Part 17 of the Income and Corporation Taxes Act 1988. These provisions may subject UK resident companies to corporation tax on profits of non-resident companies, controlled by persons resident in the UK, in which they have an interest. These provisions affect UK resident companies who have an interest of at least 25% in the profits of a non-UK resident company, where that non-UK resident company is controlled by residents of the UK and is resident in a low tax jurisdiction. This legislation is not presently directed towards the taxation of capital gains. It is currently under review.

The attention of investors resident or ordinarily resident in the UK (and who, if individuals, are also domiciled in the UK for those purposes) is drawn to the provisions of Section 13 of Taxation of Chargeable Gains Act 1992. Under these provisions, where a chargeable gain accrues to a company that is not resident in the UK, but which would be a close company if it were resident in the UK, a person may be treated as though a proportional part of that chargeable gain, calculated by reference to their interest in the company, has accrued to them. No liability under Section 13 can be incurred by such a person, however, where such a proportion does not exceed one-tenth of the gain.

Any individual Shareholder domiciled or deemed to be domiciled in the UK for UK tax purposes may be liable to UK inheritance tax on their Shares in the event of death or on making certain categories of lifetime transfer

The US Foreign Account Tax Compliance (FATCA) provisions

The Foreign Account Tax Compliance provisions within the US Hiring Incentives to Restore Employment Act of 2010 ("HIRE Act") impose a new reporting and withholding tax regime ("FATCA withholding") with respect to certain U.S. source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends paid to certain foreign entities.

The objective of these provisions is to report to US tax authorities US persons' direct and indirect ownership of non-U.S. accounts and non-U.S. entities. FATCA requires certain actions by foreign entities by 30 June 2013 while actual withholding under FATCA would begin on withholdable payments made on or after 1 January 2014. As a result of these potentially wide ranging provisions, financial service providers and investment funds, including the Company and the service providers listed in the Directory will need to consider whether to enter into a Foreign Financial Institution Agreement ("FFI Agreement") with the US tax authorities to provide information, representations and waivers of non-U.S. law as may be required to comply with the provisions of the new rules, including information relating to direct and indirect U.S. accountholders as defined in the provisions.

The US tax authorities have yet to provide comprehensive and final guidance regarding the HIRE provisions including guidance on the extent to which the Company, being an exchange traded fund, is within the scope of the HIRE provisions.

MANAGEMENT

DIRECTORS

The Directors of the Company are listed below with their principal occupations.

Clemens Reuter

Mr. Reuter joined UBS Asset Management as Head of UBS Exchange Traded Funds in 2011. Prior to joining UBS, Mr. Reuter was with the SIX Swiss Exchange where he was responsible for the growth of the Exchange Traded Fund segment. His career started in the financial services industry in 1990 at Deutsche Bank AG in Düsseldorf. Subsequently, Mr. Reuter worked in Institutional US Equity Sales at Wachovia Securities in Atlanta Georgia US and for Credit Suisse First Boston in Foreign Exchange Sales in London, New York and Zurich.

Mr. Reuter received his Bachelor's degree in Business Administration from the University of Applied Sciences in Cologne, Germany and completed the Harvard Business School Business-to-Business Marketing Strategy program and University of Pennsylvania's Wharton Business School Executive Development program.

Frank Muesel

Mr. Muesel joined UBS Asset Management in 2001 to work in the Exchange Traded Funds business as an analyst. In 2004 he moved into product management. Since 2014 he is product specialist responsible for regulatory management for ETF platforms. Before joining UBS, Mr. Muesel held several positions for SEB Bank in Frankfurt in the correspondent banking and settlement (options and futures) departments.

Ian Ashment

Mr. Ashment is Head of Systematic & Index Investments at UBS Asset Management, responsible for managing more than CHF 200 billion (31 March 2017) in index equity and commodities assets and quantitative equity strategies¹. In addition to this role, he is a member of the UBS Asset Management Investment Management Committee, the EMEA Management Committee and the UK Management Committee.

Prior to his current role, Mr. Ashment was Global Head of Structured Beta & Indexing, responsible for index assets across all asset classes. He began his career at UBS Asset Management in 1985 as a statistical assistant before becoming a trainee active European equity fund manager and then a member of the Quantitative department specializing in indexing and risk measurement.

Philip McEnroe

Mr. McEnroe, resident in Ireland, is a Director and Head of Investment Funds at GlobalReach which is authorised under MiFID and provides management, promotion and distribution services to investors and collective investment schemes including UCITS and non-UCITS funds. Previously a portfolio advisor specialising in multi asset funds with Bank of Ireland Asset Management which, at the time, was Ireland's largest domestic fund manager. Mr. McEnroe has over 18 years investment management and establishment experience of regulated vehicles and is approved by the Central Bank to act as a director of regulated investment business firms since 1999 and Irish regulated collective investment schemes. Mr. McEnroe holds a Masters of Business Studies Degree (Finance) and a Bachelor of Commerce Degree (Finance) from University College Dublin. He is a frequent lecturer to the institute of Bankers in Ireland, most recently on fund distribution and oversight to the Certified Investment Fund Director programme, and is also a member of the Institute of Directors in Ireland.

Andreas Haberzeth

Mr. Andreas Haberzeth has worked for UBS Asset Management since December 2009 as Head of UBS ETF Platform Management with responsibility for all ETF operational aspects incl. Exchange Listing, Third Party Oversight and Regulatory Management for full and synthetic replicated ETFs domiciled in Switzerland, Ireland and Luxembourg. Prior to joining UBS he was employed by Deka Bank (Deutsche Girozentrale) as Head of Trade Support and Data Quality for Exchange Traded Funds. Prior to joining Deka Bank (Deutsche Girozentrale), he worked as Head of Operational Support and Service Management at AXA Investment Managers Deutschland GmbH.

Robert Burke

Robert Burke (Resident in Ireland) is a solicitor of the Irish courts. Mr Burke was until 2005 a partner in McCann FitzGerald, Dublin, first as head of the tax department (1978–1994) and then as senior partner of the banking and financial services department (1994-2005). He qualified as a Chartered Accountant with Price Waterhouse in 1973 and practised as a tax specialist with that firm until 1978. Mr Burke is a member of the Foundation for Fiscal Studies (Ireland), the International Fiscal Association, the International Bar Association and an Associate Member of the Irish Taxation Institute. He acts as an independent non-executive director of a number of companies engaged in financial services, industrial and commercial activities.

The Directors are responsible for managing the business affairs of the Company. The Directors have appointed the Manager who has in turn delegated (a) the administration of the Company's affairs, including responsibility for the preparation and maintenance of the Company's records and accounts and related fund accounting matters including the calculation of the Net Asset Value per Share to the Administrator; (b) responsibility for the investment management, including the acquisition and disposal of the assets of the Company, to the Investment Manager; and (c) registrar services, including the maintenance of the register of Shareholders, to the Administrator. The Articles do not stipulate a retirement age for Directors and do not provide for the retirement of the Directors by rotation. The Articles provide that a Director may be a party to any transaction or arrangement with the Company or in which the Company is interested, provided that he has disclosed to the Directors the nature and extent of any material interest which he may have. The Company has granted indemnities to the Directors in respect of any loss or damages that they may suffer, save where this results from a Director's negligence, default, breach of duty or breach of trust in relation to the Company.

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

The Central Bank UCITS Regulations refer to the responsible person being the person responsible for compliance with the relevant requirements of the Central Bank UCITS Regulations on behalf of a particular Irish authorised UCITS. The Manager assumes the role of responsible person for the Company. The Directors have delegated the day to day management of the Company in accordance with policies approved by the Directors to the Manager. The Directors have appointed the Depository as Depository of the Company. The Manager has delegated certain of its duties to the Investment Manager, the Administrator and the Distributor.

MANAGER

The Company has appointed UBS Fund Management (Luxembourg) S.A. as manager of the Company pursuant to the Management Company Agreement with power to delegate one or more of its functions subject to the overall control of the Company. The Manager was incorporated on 1 July 2010 as a public limited company (société anonyme) in Luxembourg. The Manager is authorised by the Commission de Surveillance du Secteur Financier in Luxembourg and has obtained the necessary passport and permissions to act as a UCITS management company of the Company. The Manager is part of UBS Asset Management, a business division within the UBS Group whose ultimate parent company is UBS Group AG, having its registered office in Zurich, Switzerland. The main business of the Manager is the provision of fund management services to collective investment schemes such as the Company. The directors of the Manager are:

Mr. André Müller-Wegner joined UBS Asset Management in 1999 as a project manager for investment funds. From 2005 to 2009, he was a part of UBS Wealth Management's real estate business where he took on various roles, including Head of Real Estate Product Management. Following this, he was the Head of Fund Product Development & Management at UBS Wealth Management. Since April 2016, he has been the Head of Fund Management Services at UBS Asset

Management. He holds a Master of Laws from the University of St. Gallen and a Master in Public Administration from Harvard University.

Mr. Andreas Schlatter holds a PhD in mathematics. He currently holds independent board memberships in the financial industry and is a lecturer in mathematics and physics at universities. He previously held various senior positions at UBS Asset Management, including Global Head of Distribution from 2014 to 2015 and CEO Switzerland 2009 to 2014. Mr. Schlatter worked for UBS since 1996.

Mr. Gilbert Schintgen is responsible for conducting the business of the Manager. In this capacity he is responsible for identifying, assessing and monitoring risks to which the Manager and the UBS funds which are managed by the Manager could be exposed and to ensure adequate controls are in place. Mr. Schintgen has approximately 36 years of experience in the financial industry. He joined UBS in 1995 and was appointed head of the Management Services department in 1999, covering legal services, corporate accounting and financial control, human resources and product control. He has been a member of the Executive Management Board of UBS Fund Services (Luxembourg) S.A. since 1999, and a Board member of the Luxembourg domiciled UBS funds since 2001. He was appointed to his current role in July 2010. Prior to joining UBS he had 15 years of experience at Banque Générale du Luxembourg S.A. where he had responsibilities in both the investment banking and investment funds departments. Mr. Schintgen holds a Diploma EUPED from University Centre of Luxembourg.

Mr. Pascal Kistler is General Counsel EMEA and Switzerland for UBS Asset Management. In this role, he is responsible for the legal function in Europe, Middle East and Africa (EMEA) on a range of asset management services including traditional asset management, alternatives (including real estate, private equity and infrastructure), structuring of investment vehicles and third party distribution. Mr. Kistler is a member of various management boards including UBS Asset Management EMEA Management Committee and Global Fund Management Committee. Mr. Kistler joined UBS in 2011 as Head of Legal Asset Management Switzerland. He was previously Head of Advisory Control Group Asset Management Switzerland for Credit Suisse AG from 2009 to 2011. In this role, he was responsible for private and institutional discretionary management business in Switzerland including global coordination of private clients business. Mr. Kistler has a Doctor of Law Degree with a specialisation in Stock Exchange and Business Law from the University of Zurich in 2001 and holds a LL.M. degree in International and European Business Law. He also acts as a board member of UBS Clean Energy Infrastructure Switzerland AG.

The Management Company Agreement provides that the Manager shall manage the Company in accordance with the Articles, the applicable provisions of the Prospectus or such other document relating to the Company and each Fund including, in particular, the investment objective, investment policies and the investment restrictions of the Company and each Fund, the UCITS Regulations, the Central Bank Rules, applicable laws, any explanatory memorandum or other such document relating to the Company distributed from time to time by or on behalf of the Company (and made available by the Company to the Manager), all lawful resolutions of the Directors and other lawful orders and directions given to the Manager from time to time by the Directors. Pursuant to the Management Company Agreement the Manager will be entitled to receive fees as described in each Supplement.

The Management Company Agreement shall continue and remain in force unless and until terminated by a party giving to the other party not less than 90 days' prior written notice (or such other period as may be agreed between the parties) provided that the Management Company Agreement may be terminated forthwith by either party ("Party X") if: (a) the other party ("Party Y") materially breaches any of its obligations under the Management Company Agreement and (if such breach is capable of remedy) fails to make good such material breach within thirty (30) calendar days of receipt of notice from Party X requiring it to do so; or (b) Party Y passes a resolution for its winding-up (except a voluntary liquidation for the purpose of reconstruction or amalgamation on terms previously approved in writing by Party X) or if a court of competent jurisdiction orders a winding-up of Party Y, or a receiver is appointed over Party Y's assets, or an examiner is appointed to Party Y (or proceedings analogous to the foregoing are commenced against Party Y in any jurisdiction); or (c) the Manager ceases to be authorised to carry out its functions under this Agreement. The Management Company Agreement will terminate automatically if the Company's authorisation is revoked by the Central Bank.

In the absence of wilful default, fraud, bad faith or negligence on the part of the Manager, its employees, directors, servants or agents, the Manager, its employees, directors, servants or agents shall not be liable to the Company or any Shareholder for any of its acts or omissions in the course of, or connected in any way with, rendering the services herein provided for or for any losses which may be sustained in the purchase, holding or sale of any of the investments of the

Company and the Manager, its employees, directors, servants or agents shall not be liable for indirect, special or consequential damages of any nature.

Pursuant to the Management Company Agreement the Company has agreed to hold harmless and indemnify the Manager, its employees, directors and agents, out of the assets of the relevant Fund, against all actions, proceedings and claims and against all costs, demands, loss and expenses (including legal and professional expenses) arising therefrom which may be brought against, suffered or incurred by the Manager, its employees, directors and agents by reason of its performance of duties under the terms of the Management Company Agreement (otherwise than due to the wilful default, fraud, bad faith or negligence in the performance by the Manager, its employees, directors, servants or agents (which, for the avoidance of doubt shall not include brokers or dealers used by the Manager) of its obligations or functions hereunder) and in particular (but without limitation) this protection and indemnity extends to any such items aforesaid which arise as a result of any such loss suffered or incurred by the Company or any loss, delay, misdelivery or error in transmission of any cable or telegraphic communication or as a result of acting in good faith upon any forged document or signature. For the avoidance of doubt, the Company shall in no event be liable or indemnify the Manager for indirect, special, or consequential damage of any nature.

The Manager may, in accordance with the requirements of the Central Bank, delegate the whole or any part of its functions under the Management Company Agreement.

INVESTMENT MANAGER

UBS Asset Management (UK) Ltd serves as the investment manager to each Fund and, subject to the supervision of the Manager, is responsible for the investment management of the Funds pursuant to an investment management agreement dated 1 February 2016 between the Manager and the Investment Manager (as amended by the appendix to same entered into between the Manager, the Company and the Investment Manager dated 1 December 2017) (the "**Investment Management Agreement**"). The Investment Manager provides an investment management program for each Fund and manages the investment of the Funds' assets. The Investment Manager was incorporated in England on 19 February, 1981 and is authorised and regulated in the UK in the conduct of financial services and investment management activities by the Financial Conduct Authority. The Investment Manager is part of UBS Asset Management, a business division within the UBS Group. Headquartered in Zurich, Switzerland, UBS is a global firm providing services to private, corporate and institutional clients. Its strategy is to focus on international wealth management and the Swiss banking business alongside its global expertise in investment banking and asset management. In Switzerland, UBS is the market leader in retail and commercial banking. The invested assets of UBS Asset Management at 30 June 2017 totalled CHF 703 billion. The principal activity of the Investment Manager is the provision of investment management services.

The Investment Management Agreement may be terminated by either party on 6 months' written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or remedied breach after notice. The Investment Manager has the power to delegate its duties with the prior approval of the Central Bank. The Investment Management Agreement provides that where they are the defaulting party, the Manager and the Investment Manager shall indemnify against and hold harmless the other in case of any loss, damage, costs and liabilities incurred by the other as a result of the defaulting party's negligence, wilful default or fraud.

SUB-INVESTMENT MANAGERS

The Investment Manager may delegate certain of its powers, duties and discretions exercisable in respect of the discretionary investment management of the Funds to the Sub-Investment Managers. Details of any such appointments will be set out in the Relevant Supplement.

ADMINISTRATOR

Pursuant to an administration agreement with State Street Fund Services (Ireland) Limited dated 23 December 2011, as amended by and amended and restated agreement dated 1 December 2017 and as further amended or novated from time to time (the "**Administration Agreement**"), the Manager has appointed the Administrator to provide administration, registrar and transfer agency services to the Company.

The Administrator is a limited liability company incorporated in Ireland on 23 March 1992 and is ultimately a wholly-owned subsidiary of the State Street Corporation. The authorised share capital of State Street Fund Services (Ireland) Limited is Stg£5,000,000 with an issued and paid up capital of Stg£350,000.

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

The Administration Agreement provides that the appointment of the Administrator will continue in force unless and until terminated by either party giving to the other not less than ninety days' written notice although in certain circumstances (e.g. the insolvency of either party, unremedied breach after notice etc.) the Agreement may be terminated forthwith by notice in writing by either party to the other. The Administration Agreement contains indemnities in favour of the Administrator other than matters arising by reason of its failure to exercise reasonable care in the performance of its duties under the Administration Agreement or as a result of negligence, wilful default or fraud of the Administrator or any of its agents appointed for the performance of the Administrator's duties under the Administration Agreement and other than tax on the Administrator's overall income or profits. Losses under the indemnity do not include any consequential losses, any loss of profit, any loss of goodwill, any loss of business opportunity or any indirect loss suffered by the Administrator.

DEPOSITARY

The Company has appointed State Street Custodial Services (Ireland) Limited as depositary of its assets pursuant to a depositary agreement dated 17 June 2016 (the "**Depositary Agreement**"). The Depositary provides safe custody for the Company's assets.

The Depositary is a limited liability company incorporated in Ireland on 23 May 1991 and is, like the Administrator, ultimately owned by the State Street Corporation. Its authorised share capital is Stg£5,000,000 and its issued and paid up capital is Stg£200,000. The Depositary's principal business is the provision of custodial and trustee services for collective investment schemes and other portfolios.

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

- (i) the Depositary shall hold in custody all financial instruments capable of being registered or held in a financial instruments account opened in the Depositary's books and all financial instruments capable of being physically delivered to the Depositary;
- (ii) the Depositary shall ensure that all financial instruments that can be registered in a financial instruments account opened in the Depositary's books are registered in the Depositary's books within segregated accounts in accordance with the principles set out in Article 16 of Commission Directive 2006/73/EC, opened in the name of the Company so that they can be clearly identified as belonging to the Company in accordance with the applicable law at all times;
- (iii) the Depositary shall verify the Company's ownership of all other assets (other than those referred to in (i) and (ii) above) and maintain and keep up-to-date a record of such assets it is satisfied are owned by the Company;
- (iv) the Depositary shall ensure effective and proper monitoring of the Company's cash flows;
- (v) the Depositary shall be responsible for certain oversight obligations in respect of the Company – see "Summary of Oversight Obligations" below.

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

Summary of Oversight Obligations:

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

- the sale, issue, redemption and cancellation of Shares effected on behalf of the Company are carried out in accordance with the UCITS Regulations and the Articles;
- the value of Shares is calculated in accordance with the UCITS Regulations and the Articles;
- in transactions involving the Company's assets, any consideration is remitted to it within time limits which are acceptable market practice in the context of a particular transaction;
- the Company and each Fund's income is applied in accordance with the Companies Act and the Articles;
- the instructions of the Company are carried out unless they conflict with the UCITS Regulations or the Articles; and
- it has enquired into the conduct of the Company in each Accounting Period and reports thereon to the Shareholders. The Depositary's report will be delivered to the Company in good time to enable the Directors to include a copy of the report in the annual report of the Company. The Depositary's report will state whether in the Depositary's opinion each Fund has been managed in that period:
 - (i) in accordance with the limitations imposed on the investment and borrowing powers of the Fund imposed by the Articles and the UCITS Regulations; and
 - (ii) otherwise in accordance with the provisions of the Articles and the UCITS Regulations.

If the Company has not complied with (i) or (ii) above, the Depositary will state why this is the case and will outline the steps that the Depositary has taken to rectify the situation. The duties provided for above may not be delegated by the Depositary to a third party.

In discharging its role, the Depositary shall act honestly, fairly, professionally, independently and in the interests of the Company and the Shareholders.

The Depositary shall act as depositary of the Company's assets and shall be responsible for the oversight of the Company to the extent required by and in accordance with applicable law, rules and regulations. The Depositary shall exercise the supervisory duties in accordance with applicable law, rules and regulations as well as the Depositary Agreement.

The Depositary shall perform its obligations with due skill, care and diligence as determined in accordance with the standards and practices of a professional depositary for hire in the markets or jurisdictions in which the Depositary performs services under the Depositary Agreement.

The Depositary shall be liable to the Company, or to the Shareholders, for all losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations as set out in the Depositary Agreement and UCITS V. The Depositary shall be liable to the Company and to the Shareholders, for the loss by the Depositary or a duly appointed third party of any financial instruments held in custody (determined in accordance with UCITS V) and shall be responsible for the return of financial instruments or corresponding amount to the Company without undue delay. The Depositary Agreement contains indemnities in favour of the Depositary for certain losses incurred but excluding circumstances where the Depositary is liable for the losses incurred.

The Depositary Agreement shall continue in force unless and until terminated by either party giving not less than 90 days' prior written notice to the other, although termination may be immediate in certain circumstances, such as the insolvency of the Depositary. Upon an (envisaged) removal or resignation of the Depositary, the Company shall with due observance of the applicable requirements of the Central Bank, appoint a successor Depositary. The Depositary may not be replaced without the approval of the Central Bank.

The Depositary Agreement shall be governed by the laws of Ireland and the courts of Ireland shall have non-exclusive jurisdiction to hear any disputes or claims arising out of or in connection with the Depositary Agreement.

DISTRIBUTOR

The Manager has appointed UBS AG as distributor pursuant to a distribution agreement dated 22 August 2014 as amended from time to time (the "**Distribution Agreement**"). Pursuant to an appendix to the Distribution Agreement

between the Manager and the Distributor dated 1 December 2017, the Manager appointed UBS AG to act as distributor of the Shares of the Company and each Fund. The Distributor is a company duly organised and validly existing under the laws of Switzerland.

The Distribution Agreement is for an indefinite period and may be terminated by the Manager or the Distributor by giving not less than 6 months' prior written notice to the other party. The Distribution Agreement provides each party is liable to the other party for any direct damage caused intentionally or through negligence by a breach of duties described in the Distribution Agreement. Neither party shall be liable for any consequential, indirect, punitive or special damages, or losses of future business.

PAYING AGENTS

Local laws/regulations in certain EEA member states may require (i) the Manager to appoint facilities agents/paying agents/representatives/distributors/correspondent banks (any such appointee is hereafter referred to as a "**Paying Agent**") and provided further that any such appointment may be made notwithstanding that it is not a legal or regulatory requirement) and (ii) the maintenance of accounts by such Paying Agents through which subscription and redemption monies or dividends may be paid. Shareholders who choose or who are obliged under local regulations to pay subscription monies or receive redemption monies or dividends through a Paying Agent are subject to the credit risk of the Paying Agent with respect to (a) subscription monies for investment in a Fund held by the Paying Agent prior to the transmission of such monies to the Depositary for the account of the relevant Fund and (b) redemption monies and dividend payments held by the Paying Agent (after transmission by the Company) prior to payment to the relevant Shareholder. Fees and expenses of the Paying Agents appointed by the Manager, which will be at normal commercial rates, will be borne by the Fund in respect of which a Paying Agent has been appointed. All Shareholders of a Fund on whose behalf a Paying Agent is appointed may use the services provided by Paying Agents appointed by or on behalf of the Manager.

COMPANY SECRETARY

The company secretary of the Company is State Street Fund Services (Ireland) Limited.

AUDITORS

PricewaterhouseCoopers serve as auditors to the Company.

LEGAL ADVISORS

Maples and Calder serve as legal advisors to the Company as to matters of Irish law.

WHERE TO LEARN MORE ABOUT THE FUNDS

Copies of the following documents may be inspected at the registered offices of the Legal Advisors in Ireland as set out in the Directory during normal business hours on any Dealing Day:

- (a) the material contracts referred to above;
- (b) the Articles of the Company;
- (c) the UCITS Directive and the Central Bank Regulations issued pursuant thereto;
- (d) up to date information regarding the Depositary's duties and conflicts of interest;
- (e) a description of any safe-keeping functions delegated by the Depositary, a list of delegates and sub-delegates and any conflicts of interest that may arise from such delegation.

In addition, the Articles of the Company and any yearly or half-yearly reports may be obtained free of charge at the registered office of the Legal Advisors in Ireland or may be inspected at the registered office of the Legal Advisors in Ireland during normal business hours on any Dealing Day.

The most recent audited financial statements for the Company will be available when published at the registered office of the Administrator during normal business hours on any Dealing Day.

Remuneration Policy, Complaint Handling Policy, Whistleblower Policy and Cyber Security Policy

The Manager has a remuneration policy in place to ensure compliance with UCITS V. This remuneration policy imposes remuneration rules on staff and senior management within the Company whose activities have a material impact on the risk profile of the Funds. The Manager will ensure that its remuneration policies and practices are consistent with sound and effective risk management, will not encourage risk-taking which is inconsistent with the risk profile of the Funds and the Articles, and will be consistent with UCITS V. The Manager will ensure that the remuneration policy is at all times consistent with the business strategy, objectives, values and interests of the Company, the Funds and Shareholders, and includes measures to ensure that all relevant conflicts of interest may be managed appropriately at all times.

The Manager has a best execution, conflict of interest, complaint handling, remuneration policy in place as well a voting strategy.

Further details with regard to these policies are available at www.ubs.com/lu/en/asset_management/investor_information.html. A paper copy of the remuneration policy, may be obtained free of charge on request from the Manager.

The Manager also has a whistle-blower policy in place.

The Company has a cyber security policy in place.

SHAREHOLDER INFORMATION

Shareholder inquiries may be directed to the Funds by contacting the Administrator or through the Website.

No person has been authorised to give any information or to make any representations other than those contained in this Prospectus in connection with the offer of the Shares, and, if given or made, the information or representations must not be relied upon as having been authorised by the Company. Neither the delivery of this Prospectus or any Relevant Supplement nor any sale of Shares shall under any circumstance imply that the information contained herein is correct as of any date after the date of this Prospectus.

SCHEDULE I – DEFINITIONS

In this Prospectus the following words and phrases shall have the meanings indicated below:

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| Administrator | State Street Fund Services (Ireland) Limited, or such other company as may from time to time be appointed to provide administration and accounting services to the Company in accordance with the requirements of the Central Bank; |
| AIFMD | Directive 2011/61/EC of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers; |
| Articles | the memorandum and articles of association of the Company for the time being in force and as may be modified from time to time; |
| Authorised Participant | an entity or person authorised by the Company for the purposes of subscribing for and redeeming Shares in a Fund; |
| Base Currency | the currency in which the Net Asset Value of each Fund is calculated; |
| Benchmark Regulation | Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds; |
| Business Day | unless otherwise specified in a Relevant Supplement, a day on which markets and commercial banks are open in Ireland and such other day or days as the Directors may determine and notify in advance to Shareholders; |
| Central Bank | the Central Bank of Ireland or any division thereof or any successor entity; |
| Central Bank Regulations | the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Undertakings For Collective Investment in Transferable Securities) Regulations 2015 as may be amended, supplemented, consolidated, substituted in any form or otherwise modified from time to time; |
| Central Bank Rules | the Central Bank Regulations and any other statutory instrument, regulations, rules, conditions, notices, requirements or guidance of the Central Bank issued from time to time applicable to the Company pursuant to the UCITS Regulations; |
| Class | shares of a particular Fund representing an interest in the Fund but designated as a class of Shares within such Fund for the purposes of attributing different proportions of the Net Asset Value of the relevant Fund to such Shares to accommodate different subscription, conversion and redemption charges, dividend arrangements, base currencies, currency hedging policies and/or fee arrangements specific to such Shares; |
| Class Currency | the currency in which the Net Asset Value of any Class of Shares is denominated; |
| Companies Act | the Companies Act 2014, including any regulations issued pursuant thereto insofar as they apply to open-ended investment companies with variable capital; |
| Company | UBS (Irl) ETF plc; |
| CRS | the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development, also known as the Common Reporting Standard, and any bilateral or |

multilateral competent authority agreements, intergovernmental agreements and treaties, laws, regulations, official guidance or other instrument facilitating the implementation thereof and any law implementing the Common Reporting Standard;

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| Dealing Day | such day or days as are specified in the Relevant Supplement; |
| Dealing Deadline | the time on each Dealing Day by which applications for subscriptions and redemptions must be received by the Administrator in order to be processed on that Dealing Day, as specified for each Fund in the Relevant Supplement; |
| Depository | State Street Custodial Services (Ireland) Limited or such other company as may from time to time be appointed to provide depository services to the Company in accordance with the requirements of the Central Bank; |
| Directors | the directors of the Company for the time being and any duly constituted committee thereof; |
| Duties and Charges | All stamp duties and other duties, taxes, governmental charges, imposts, levies, exchange costs and commissions (including foreign exchange spreads), depository and sub-custodian charges, transfer fees and expenses, agents' fees, brokerage fees, commissions, bank charges, registration fees and other duties and charges, including any provision for the spread or difference between the price at which any asset was valued for the purpose of calculation of the Net Asset Value per Share of any Fund and the estimated or actual price at which any such asset is purchased or expected to be purchased, in the case of subscriptions to the relevant Fund, or sold or expected to be sold, in the case of redemptions from the relevant Fund, including, for the avoidance of doubt, any charges or costs arising from any adjustment to any swap or other FDI required as a result of a subscription or redemption, whether paid, payable or incurred or expected to be paid, payable or incurred in respect of the constitution, increase or reduction of all of the cash and other assets of the Company or the creation, acquisition, issue, conversion, exchange, purchase, holding, repurchase, redemption, sale or transfer of Shares (including, if relevant the issue or cancellation of certificates for Shares) or investments by or on behalf of the Company; |
| EEA | the European Economic Area; |
| EEA Member States | the member states of the European Economic Area, the current members at the date of this Prospectus being the EU Member States, Iceland, Liechtenstein and Norway; |
| Eligible Counterparty | a counterparty to OTC derivatives with which a Fund may trade and belonging to one of the categories approved by the Central Bank which at the date of this Prospectus comprise the following: <ul style="list-style-type: none">(i) a Relevant Institution;(ii) an investment firm, authorised in accordance with the Markets in Financial Instruments Directive in an EEA Member State; or(iii) a group company of an entity issued with a bank holding company licence from the Federal Reserve of the United States of America where that group company is subject to bank holding company consolidated supervision by that Federal Reserve. |
| EMIR | Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories; |
| EU | the European Union; |

€ or Euro

the single currency of participating member states of the European Monetary Union introduced on 1 January 1999;

Exempt Irish Shareholder

means

- (a) a qualifying management company within the meaning of section 739B(1) TCA;
- (b) an investment undertaking within the meaning of section 739B(1) TCA;
- (c) an investment limited partnership within the meaning of section 739J TCA;
- (d) a pension scheme which is an exempt approved scheme within the meaning of section 774 TCA, or a retirement annuity contract or a trust scheme to which section 784 or 785 TCA applies;
- (e) a company carrying on life business within the meaning of section 706 TCA;
- (f) a special investment scheme within the meaning of section 737 TCA;
- (g) a unit trust to which section 731(5)(a) TCA applies;
- (h) a charity being a person referred to in section 739D(6)(f)(i) TCA;
- (i) a person who is entitled to exemption from income tax and capital gains tax by virtue of section 784A(2) TCA or section 848B TCA and the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- (j) a person who is entitled to exemption from income tax and capital gains tax by virtue of section 787I TCA and the Shares held are assets of a personal retirement savings account as defined in section 787A TCA;
- (k) the National Asset Management Agency;
- (l) the Courts Service;
- (m) a credit union within the meaning of section 2 of the Credit Union Act 1997;
- (n) an Irish resident company, within the charge to corporation tax under Section 739G(2) TCA, but only where the Company (or a Fund) is a money market fund;
- (o) a company which is within the charge to corporation tax in accordance with section 110(2) TCA in respect of payments made to it by the Company;
- (p) the National Treasury Management Agency of Ireland, or a fund investment vehicle within the meaning of section 739D(6)(kb) TCA; and

- (q) any other person as may be approved by the Directors from time to time provided the holding of Shares by such person does not result in a potential liability to tax arising to the Company in respect of that Shareholder under Part 27, Chapter 1A TCA;

and where necessary the Company is in possession of a Relevant Declaration in respect of that Shareholder;

FATCA

means:

- (a) sections 1471 to 1474 of the U.S. Internal Revenue Code or any associated regulations or other official guidance;
- (b) any intergovernmental agreement, treaty, regulation, guidance or other agreement between the Government of Ireland (or any Irish government body) and the US, or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement, implement or give effect to the legislation, regulations or guidance described in paragraph (a) above; and
- (c) any legislation, regulations or guidance in Ireland that give effect to the matters outlined in the preceding paragraphs;

FDI

financial derivative instruments;

Fixed Portfolio Basket

a basket of securities and a cash component that is designed by the Investment Manager and/or Sub-Investment Manager to be closely aligned with the composition of the relevant Fund (so that the Investment Manager and/or Sub-Investment Manager will not be required, following completion of the subscription, to take any further material steps in the form of additional purchases or sales of securities or adjustment(s) of any other positions maintained in respect of the relevant Fund to re-balance the composition of the Fund);

Fund

a portfolio of assets established by the Directors and/or the Manager (with the prior approval of the Depositary and the Central Bank) and constituting a separate fund represented by a separate series of Shares and invested in accordance with the investment objective and policies applicable to such Fund;

Index

any financial index which a Fund will aim to track, pursuant to its investment objective and/or in accordance with its investment policies, as specified in the Relevant Supplement;

Index Provider

in relation to a Fund, the entity or person who, by itself or through a designated agent, compiles, calculates and publishes information on an Index as specified in the Relevant Supplement;

Investment Management Agreement

means the agreement made between the Manager and the Investment Manager dated 1 February 2016, as may be amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank;

Investor Money

the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) Investor Money Regulations 2015 for Fund Service Providers, as may be amended from time to

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| Regulations | time; |
| Irish Resident | any person resident in Ireland or ordinarily resident in Ireland (as described in the " <i>Tax Information</i> " section of this Prospectus) other than an Exempt Irish Shareholder; |
| Listing Stock Exchange | such selected exchanges as the Directors may determine from time to time in respect of each Fund and which are specified on the Website; |
| Management Company Agreement | the agreement between the Company and the Manager dated 1 December 2017, as may be amended, supplemented or otherwise modified from time to time in accordance with the requirements of the Central Bank; |
| Manager | means UBS Fund Management (Luxembourg) S.A. or any successors thereto appointed by the company to act as manager of the Company; |
| Member State | a member state of the European Union; |
| MiFID II | the Markets in Financial Instruments Directive (recast) (Directive 2014/65/EU); |
| MiFID II Delegated Directive | the Commission Delegated Directive (EU) of 7 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council with regard to safeguarding of financial instruments and funds belonging to clients, product governance obligations and the rules applicable to the provision or reception of fees, commissions or any monetary or non-monetary benefits; |
| Minimum Subscription Amount | the minimum amount to be subscribed for Shares on any Dealing Day, as determined by the Directors and/or Manager in respect of each Fund and specified in the Relevant Supplement, which may be expressed as a monetary amount or as a number of Shares; |
| Minimum Redemption Amount | the minimum amount that may be redeemed from any Fund or any Dealing Day, as determined by the Directors in respect of each Fund and specified in the relevant Supplement, which may be expressed as a monetary amount or as a number of Shares; |
| Negotiated Portfolio Basket | a basket of securities selected by the investor from a list identified by the Investment Manager and/or Sub-Investment Manager as appropriate for the Fund in the implementation of its investment policy (but which, in order to enable the Fund to fully achieve its investment objective, may require the Investment Manager and/or Sub-Investment Manager to take further steps in the form of additional purchases or sales of securities or adjustment(s) of any other positions maintained in respect of the relevant Fund to re-balance the composition of the Fund) and a cash component; |
| Net Asset Value | the net asset value of a Fund calculated as described in the " <i>Determination of Net Asset Value</i> " section of this Prospectus; |
| Net Asset Value per Share | the net asset value of a Share in any Fund, including a Share of any Class of Shares issued in a Fund calculated as described in the " <i>Determination of Net Asset Value</i> " section of this Prospectus; |
| OECD | the Organisation for Economic Co-Operation and Development; |
| Investment Manager | UBS Asset Management (UK) Ltd or such other company as may from time to time be appointed to provide investment management services to the Company in accordance with the requirements of the Central Bank; |
| Prohibited Person | any person who appears to be in breach of any law or requirement of any country or governmental authority by virtue of which such person is not qualified to hold such Shares; or by any person or persons in circumstances (whether directly or indirectly affecting such |

person or persons, and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Directors and/or Manager to be relevant) which, in the opinion of the Directors and/or Manager, might result in the Company or the relevant Fund incurring any liability to taxation or suffering any other pecuniary, regulatory, legal or material administrative disadvantages which the Company or the relevant Fund might not otherwise have incurred, suffered or breached; or any individual under the age of 18 (or such other age as the Directors and/or Manager think fit) or of unsound mind;

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| Prospectus | this document, the Relevant Supplement for any Fund and any other supplement or addendum designed to be read and construed together with and to form part of this document; |
| Recognised Market | any recognised exchange or market listed or referred to in Schedule II to this Prospectus and such other markets as Directors and/or Manager may from time to time determine in accordance with the UCITS Regulations and specify in Schedule II to this Prospectus; |
| Recognised Rating Agency | Standard & Poor's Rating Group (" S&P "), Moody's Investors Services (" Moody's "), Fitch IBCA or an equivalent rating agency; |
| Relevant Declaration | the declaration relevant to the Shareholder as set out in Schedule 2B TCA; |
| Relevant Institution | (a) a credit institution authorised in the EEA Member States; (b) 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 States); or (c) a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand; |
| Relevant Supplement | a document containing information relating to each Fund; |
| Revenue Commissioners | the Irish Revenue Commissioners; |
| RMP Statement | any risk management process statement adopted by the Manager, from time to time, in respect of the Funds; |
| Securities Financing Transactions | repurchase agreements, reverse repurchase agreements, securities lending agreements and any other transactions within the scope of SFTR that a Fund is permitted to engage in; |
| SFT Regulations or SFTR | Regulation 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 may be amended, supplemented, consolidated, substituted in any form or otherwise modified from time to time; |
| Share or Shares | a share or shares of whatsoever Class in the capital of the Company (other than Subscriber Shares) entitling the holders to participate in the profits of the Company attributable to the relevant Fund as described in this Prospectus; |
| Shareholder | a person registered in the register of members of the Company as a holder of Shares; |
| Subscriber Shares | the initial issued share capital of three hundred thousand and two (300,002) shares of €1 each and initially designated as subscriber shares; |
| Subscriptions/Redemptions Account | the account in the name of a Fund through which subscription monies and redemption proceeds and dividend income (if any) for each Fund are channelled, the details of which are specified in the application form; |

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| Sub-Investment Manager(s) | such companies as may from time to time be appointed by the Investment Manager to provide investment management services to the Funds in accordance with the requirements of the Central Bank and as may be disclosed in the Relevant Supplement; |
| TCA | the Irish Taxes Consolidation Act 1997, as amended; |
| UCITS | an undertaking for collective investment in transferable securities within the meaning of the UCITS Regulations; |
| UCITS Regulations | the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. 352 of 2011), as amended and as may be further amended, consolidated or substituted from time to time; |
| UCITS V | Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 amending Directive 2009/65/EC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as regards depositary functions, remuneration and sanctions as amended from time to time and including any supplementing European Commission delegated regulations in force from time to time; |
| Unlisted Shares | a Share of any Class that is not listed on any Listing Stock Exchange. |
| U.S. or United States | the United States of America, its territories and possessions including the States and the District of Columbia; |
| U.S. Person | any person who: <ul style="list-style-type: none"> (a) is a United States person within the meaning of Section 7701(a)(30) of the US Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder; (b) is a US person within the meaning of Regulation S under the US Securities Act of 1933 (17 CFR § 230.902(k)); (c) is not a Non-United States person within the meaning of Rule 4.7 of the US Commodity Futures Trading Commission Regulations (17 CFR § 4.7(a)(1)(iv)); (d) is in the United States within the meaning of Rule 202(a)(30)-1 under the US Investment Advisers Act of 1940, as amended; or (e) any trust, entity or other structure formed for the purpose of allowing US Persons to invest in the Company. |
| Valuation Point | the time specified for each Fund in the Relevant Supplement or such other time as the Directors may determine from time to time and notify to Shareholders. For the avoidance of doubt, the time at which the Net Asset Value is determined will always be after such time as the Directors shall determine as the Dealing Deadline. Any amendment to the Valuation Point will be notified to Shareholders and disclosed in an updated Relevant Supplement; |
| Website | www.ubs.com/etf on which the Net Asset Value per Share and any other relevant information relating to any Fund will be published and on which this Prospectus and any other information in respect of the Company, including various shareholder communications, may be published. |

SCHEDULE II – RECOGNISED MARKETS

With the exception of permitted investments in unlisted securities and derivative instruments, investments will be restricted to the following stock exchanges and markets listed below in accordance with the regulatory criteria as defined in the Central Bank's Regulations. For the purposes of this Schedule II, reference to "unlisted securities" may include securities that are listed on a market or exchange where such exchange is not set out in the below list in accordance with Regulation 68(1)(c) and 68(2)(a) of the Regulations. The Central Bank does not issue a list of approved stock exchanges or markets.

(i) Any stock exchange or market in any EU Member State or in any of the following member countries of the OECD:
Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland and the United States of America.

(ii) Any of the following exchanges or markets:

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| Brazil | BM&F BOVESPA S.A. |
| Chile | Bolsa de Comercio de Santiago, Bolsa Electronica de Chile Bolsa de Valparaiso |
| China | Shanghai Stock Exchange Shenzhen Stock Exchange |
| Egypt | Egyptian Exchange |
| Hong Kong | Stock Exchange of Hong Kong, Hong Kong Futures Exchange |
| India | National Stock Exchange Bombay Stock Exchange, Ltd. |
| Indonesia | Indonesia Stock Exchange. |
| Israel | Tel Aviv Stock Exchange |
| Malaysia | Bursa Malaysia Securities Berhad, Bursa Malaysia Derivatives Berhad |
| Mexico | Bolsa Mexicana de Valores, Mercado Mexicano de Derivados |
| Peru | Bolsa de Valores de Lima |
| Philippines | Philippine Stock Exchange |
| Qatar | Qatar Exchange |
| Singapore | Singapore Exchange Limited, CATALIST |
| South Africa | JSE Limited, South African Futures Exchange |
| South Korea | Korea Exchange |
| Taiwan | Taiwan Stock Exchange, Taiwan Futures Exchange GreTai Securities Market |
| Thailand | Stock Exchange of Thailand, Market for Alternative Investments, Bond Electronic Exchange, Thailand Futures Exchange |
| Turkey | Istanbul Stock Exchange, Turkish Derivatives Exchange |
| United Arab Emirates | Abu Dhabi Securities Exchange, Dubai Financial Market |

iii)

The following markets:

- the UK market (i) conducted by banks and other institutions regulated by the Financial Conduct Authority ("FCA") and subject to the Inter-Professional Conduct provisions of the FCA's Market Conduct Sourcebook and (ii) in non-investment products which are subject to the guidance contained in the "**Non-Investment Product Code**" drawn up by the participants in the London market, including the FCA and the Bank of England (formerly known as "**The Grey Paper**");
- (a) NASDAQ in the United States, (b) the market in the US government securities conducted by the primary dealers regulated by the Federal Reserve Bank of New York; (c) the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the

- Securities and Exchange Commission and the National Association of Securities Dealers and by banking institutions regulated by the US Controller of Currency, the Federal Reserve System or Federal Deposit Insurance Corporation;
- (a) NASDAQ Japan, (b) the over-the-counter market in Japan regulated by the Securities Dealers Association of Japan, and (c) Market of the High-Growth and Emerging Stocks ("**MOTHERS**")
 - the alternative investment markets in the United Kingdom regulated and operated by the London Stock Exchange;
 - the French Market for Titres de Créances Négotiables (over the counter market in negotiable debt instruments)
 - the over the counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada
 - EASDAQ (European Association of Securities Dealers Automated Quotation)

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Nasdaq, the Chicago Mercantile Exchange, American Stock Exchange, Chicago Board of Trade, Chicago Board of Options Exchange, Coffee, New York Futures Exchange, New York Mercantile Exchange, Hong Kong Futures Exchange, Singapore International Monetary Exchange, Singapore Commodity Exchange, Tokyo Financial Exchange, New Zealand Futures and Options Exchange and any exchange or market, including any board of trade or similar entity, or automated quotation system, which exchanges and markets are regulated, operating regularly, recognised and open to the public in an EU Member State or a Member State of the European Economic Area.