
If you are in any doubt about the contents of this Prospectus, the risks involved in investing in the Company or the suitability for you of investment in the Company, you should consult your stock broker, bank manager, solicitor, accountant or other independent financial adviser. Prices for shares in the Company may fall as well as rise.

The Directors of the Company whose names appear under the heading "Management and Administration" in this Prospectus accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

PRUSIK ASIAN SMALLER COMPANIES FUND PLC

(An open-ended investment company with variable capital incorporated with limited liability in Ireland under the Companies Acts 1963 to 2009 with registration number 451654 and established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2003, as amended)

P R O S P E C T U S

Investment Manager and Distributor

PRUSIK INVESTMENT MANAGEMENT LLP

The date of this Prospectus is 11 January 2011

IMPORTANT INFORMATION

This Prospectus should be read in conjunction with the Section entitled "Definitions".

The Prospectus

This Prospectus describes Prusik Asian Smaller Companies Fund Plc (the "Company"), an open-ended investment company with variable capital incorporated in Ireland and authorised by the Central Bank of Ireland as a UCITS pursuant to the UCITS Regulations. The share capital of the Company ("Shares") may be divided into different classes of shares to denote differing characteristics attributable to particular Shares, "Classes".

This Prospectus may only be issued with one or more Supplements, each containing information relating to a separate Class. Each Supplement shall form part of, and should be read in conjunction with, this Prospectus. To the extent that there is any inconsistency between this Prospectus and any Supplement, the relevant Supplement shall prevail.

The latest published annual and half yearly reports of the Company will be supplied to subscribers free of charge on request and will be available to the public as further described in the Section of this Prospectus headed "Report and Accounts".

Authorisation by the Central Bank of Ireland

The Company is both authorised and supervised by the Central Bank of Ireland (the "Central Bank"). **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. The authorisation of the Company is not an endorsement or guarantee of the Company by the Central Bank and the Central Bank is not responsible for the contents of this Prospectus.**

An investment in the Company should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Credit Rating

The Company may apply for a credit rating from Standard and Poors or other rating agency in respect of any Class.

Restrictions on Distribution and Sale of Shares

The distribution of this Prospectus and the offering of Shares may be restricted in certain jurisdictions. This Prospectus does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorised or the person receiving the offer or solicitation may not lawfully do so. It is the responsibility of any person in possession of this Prospectus and of any person wishing to apply for Shares to inform himself of and to observe all applicable laws and regulations of the countries of his nationality, residence, ordinary residence or domicile.

The Directors may restrict the ownership of Shares by any person, firm or corporation where such ownership would be in breach of any regulatory or legal requirement or may affect the tax status of the Company. Any restrictions applicable to a particular Class shall be specified with respect to such Class. Any person who is holding Shares in contravention of the restrictions set out above or, by virtue of his holding, is in breach of the laws and regulations of any competent jurisdiction or whose holding could, in the opinion of the Directors, cause the Company or any Shareholder to incur any liability to taxation or to suffer any pecuniary disadvantage which any or all of them might not otherwise have incurred or sustained or otherwise in circumstances which the Directors believe might be prejudicial to the interests of the Shareholders, shall indemnify the Company, the Distributor, the Investment Manager, the Custodian, the Administrator and Shareholders for any loss suffered by it or them as a result of such person or persons acquiring or holding Shares in the Company.

The Directors have the power under the Articles of Association to compulsorily redeem and/or cancel any Shares held or beneficially owned in contravention of the restrictions imposed by them as described herein.

United Kingdom

The Company is a recognised scheme under section 264 of the Financial Services and Markets Act 2000 ("FSMA"). As a result, the promotion of the Company in the United Kingdom by persons authorised to conduct investment business in the United Kingdom under FSMA ("authorised persons") is not subject to restrictions contained in section 238 of FSMA and accordingly the Company may be marketed to the general public in the United Kingdom. Compensation under the Financial Services Compensation Scheme will generally not be available to United Kingdom investors. The Company maintains the facilities required of a recognised scheme under the rules contained in the Collective Investment Schemes Sourcebook of the UK Financial Services Authority (the "FSA") at the offices of the Distributor in the United Kingdom as specified in the 'Directory' Section of this Prospectus to any person to:-

- (a) inspect free of charge and to obtain (free of charge in the case of documents at (ii) below, and otherwise at a reasonable fee), copies of the Company's:-
 - (i) Articles of Association;
 - (ii) latest Prospectus and simplified prospectus; and
 - (iii) latest annual and half-yearly reports and financial statements;
- (b) obtain the most recently published Net Asset Value per Share;
- (c) arrange for redemption of Shares and obtain payment on redemption; and
- (d) submit a written complaint to the Company.

The Company does not have a permanent place of business in the United Kingdom.

As against the Company, and any overseas agent thereof who is not an authorised person, a United Kingdom investor will not benefit from most of the protections afforded by the United Kingdom regulatory system, and in particular will not benefit from rights under the Financial Services Compensation Scheme or access to the Financial Ombudsman Service which are designed to protect investors as described in FSMA and the rules of the FSA.

This Prospectus should be read in conjunction with the Company's simplified prospectus. Together these constitute a direct offer financial promotion and a United Kingdom investor applying for shares in response only to these documents will not have a right to cancel or withdraw that application under the provisions dealing with cancellation and withdrawal set out in the FSA's Conduct of Business Sourcebook ("COBS").

No rights of cancellation arise when dealing direct with the Company, the Depositary or the Administrator. Cancellation rights are granted in accordance with COBS for applications made through intermediaries who are authorised persons.

The levels and bases of taxation and any relevant reliefs from taxation referred to in this Prospectus can change. Any reliefs referred to are the ones which currently apply and the value depends on the circumstances of each individual investor.

United States of America

There will be no public offering of the Shares in the United States. The Shares will not generally be available to US Persons, unless they are, among other things, "accredited investors" (as defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933 (the "1933 Act")) and "qualified purchasers" (as defined in Section 2(a)(51) of the United States Investment Company Act of 1940 (the "1940 Act")).

The Shares have not been and will not be registered under the 1933 Act or the securities laws of any of the states of the United States, nor is such registration contemplated. The Shares have not been and will not be registered under the 1933 Act or the securities laws of any of the states of the United States, nor is such registration contemplated. The Shares may not be offered, sold or delivered directly or indirectly in the United States or to or for the account or benefit of any US Person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and any applicable state laws. Any re-offer or resale of any of the Shares in the United States or to US Persons may constitute a violation of US law.

There is no public market for the Shares in the United States and no such market is expected to develop in the future. The Shares offered hereby are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Articles of Association, the 1933 Act and applicable state securities law pursuant to registration or exemption therefrom. The Shares are being offered outside the United States pursuant to the exemption from registration under Regulation S under the 1933 Act and inside the United States in reliance on Regulation D promulgated under the 1933 Act and Section 4(2) thereof.

The Company has not been and will not be registered under the 1940 Act pursuant to the provisions of Section 3(c)(7) of the 1940 Act. Under Section 3(c)(7), a privately offered fund is excepted from the definition of "investment company" if US Person security holders consist exclusively of "qualified purchasers" and the Shares are only offered in the US on a private placement basis.

While the Company may trade commodity futures and/or commodity options contracts, the Investment Manager is exempt from registration with the CFTC as a commodity pool operator ("CPO") pursuant to CFTC Rule 4.13(a)(4). Therefore, unlike a registered CPO, the Investment Manager is not required to deliver a CFTC disclosure document to prospective Shareholders, nor is it required to provide

Shareholders with certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs.

The Investment Manager qualifies for the exemption under CFTC Rule 4.13(a)(4) with respect to the Company on the basis that, among other things (I) each Shareholder is a Non-United States Person as defined under CFTC rules or is either (A) a natural person who is a “qualified purchaser” as defined under US Securities and Exchange Commission (“SEC”) rules or otherwise a “qualified eligible person” as defined in CFTC rule 4.7(a)(2) or (B) a non-natural person that is either an “accredited investor” as defined under SEC rules or a “qualified eligible person” as defined in CFTC rule 4.7(a)(2); and (II) Shares in the Company are exempt from registration under the 1933 Act and offered and sold without marketing to the public in the United States.

The Company will not accept any subscriptions from investors that are employee benefit plans subject to Title I of ERISA, certain tax qualified plans subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended, or other entities deemed to hold assets of such plans (together, “Benefit Plan Investors”) if, after such subscription Benefit Plan Investors would hold 25% (or such greater percentage as may be provided in regulations promulgated by the US Department of Labor) or more of the value of any class of Shares. If Benefit Plan Investors held 25% (or such greater percentage as may be provided in regulations promulgated by the US Department of Labor) or more of the value of any class of Shares, the assets of the Company might be treated as “plan assets” under ERISA, which could result in adverse consequences to the Company, the Investment Manager and the fiduciaries of the Benefit Plan Investors.

The Shares have not been filed with or approved or disapproved by any regulatory authority of the United States or any state thereof, nor has any such regulatory authority passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Prospectus. Any representation to the contrary is unlawful.

This Prospectus has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company, and should not be reproduced or used for any other purpose. Notwithstanding anything to the contrary herein, each Shareholder (and each employee, representative, or other agent of such Shareholder may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the Company and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Shareholder relating to such tax treatment and tax structure.

Switzerland

The Shares offered hereby may not be publicly offered, sold or advertised in Switzerland pursuant to Article 2 of the Swiss Investment Fund Act 1995 and this Prospectus may only be circulated to a limited number of persons in Switzerland. Therefore, no steps have been taken to register the Company and/or this Prospectus in Switzerland.

Redemption Charge

The Directors are empowered to levy a redemption charge not exceeding 3% of the Net Asset Value of the Shares being redeemed.

Reliance on this Prospectus

Statements made in this Prospectus and any Supplement are based on the law and practice in force in the Republic of Ireland at the date of this Prospectus or Supplement as the case may be, which may be subject to change. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares shall under any circumstances constitute a representation that the affairs of the Company have not changed since the date hereof. This Prospectus will be updated by the Company to take into account any material changes from time to time and any such amendments will be notified in advance to and cleared by the Central Bank. Any information or representation not contained herein or given or made by any broker, salesperson or other person should be regarded as unauthorised and should accordingly not be relied upon.

Investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or other matters. You should consult your stockbroker, accountant, solicitor, independent financial adviser or other professional adviser.

The difference at any one time between the sale price (to which may be added a sales charge or commission) and the redemption price of Shares (from which may be deducted a redemption fee) means an investment should be viewed as medium to long term.

Risk Factors

Investors should read and consider the section entitled "Risk Factors" before investing in the Company.

Translations

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

DIRECTORY

PRUSIK ASIAN SMALLER COMPANIES FUND PLC

Directors

Heather Manners
David Hammond
Richard Hayes

Registered Office

1 North Wall Quay,
Dublin 1,
Ireland

Administrator

Citi Fund Services (Ireland) Limited
1 North Wall Quay,
Dublin 1,
Ireland

Investment Manager, Distributor and Promoter

Prusik Investment Management LLP
First Floor
46 Hays Mews
London
W1J 5QD
United Kingdom

Auditors

Ernst & Young
Harcourt Centre
Harcourt Street
Dublin 2
Ireland

Custodian

Brown Brothers Harriman Trustee Services (Ireland)
Limited
Styne House
Upper Hatch Street
Dublin 2
Ireland.

Legal Advisor as to United Kingdom Regulation and Tax

Simmons & Simmons
One Ropemaker Street
London
EC2Y 9SS
United Kingdom

Secretary

Tudor Trust Limited
33 Sir John Rogerson's Quay,
Dublin 2
Ireland

Legal Advisors Ireland

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

TABLE OF CONTENTS

SECTION	PAGE
1. THE COMPANY	19
General.....	19
Investment Restrictions.....	23
Borrowing Powers	23
Adherence to Investment and Borrowing Restrictions	23
Changes to Investment and Borrowing Restrictions	23
Efficient Portfolio Management	24
Hedged Classes	25
Financial Derivative Instruments	25
Publication of Net Asset Value per Share	26
Risk Factors	27
2. MANAGEMENT AND ADMINISTRATION	36
Directors	36
Investment Manager and Promoter.....	37
Administrator	37
Custodian	37
Distributor	38
Paying Agents/Representatives/Sub-Distributors	38
Conflicts of Interest	39
Cash/Commission Rebates and Fee Sharing	40
3. FEES AND EXPENSES	41
Establishment Expenses.....	41
Operating Expenses and Fees.....	41
Investment Management Fees and Expenses.....	41
Adjustments	43
Administrator's Fees	45
Custodian's Fees.....	46
Distributor's Fees/Commissions.....	46
Redemption Fee.....	46
Conversion Fee	46
Anti-Dilution Levy/Duties and Charges.....	46
Directors' Fees	47
Fee Increases	47
4. THE SHARES	48
General.....	48
Abusive Trading Practices/Market Timing	49
Application for Shares	50
Redemption of Shares	54
Conversion of Shares.....	56
Net Asset Value and Valuation of Assets.....	57
Publication of Net Asset Value per Share	61
Suspension of Valuation of Assets.....	62

Dividends and Distributions	62
Taxation on the occurrence of certain events	63
General.....	64
United Kingdom Taxation	69
6. GENERAL INFORMATION	73
1. Incorporation, Registered Office and Share Capital	73
2. Variation of Share Rights and Pre-Emption Rights	74
3. Voting Rights	74
4. Meetings	75
5. Reports and Accounts	75
6. Communications and Notices to Shareholders	76
7. Transfer of Shares.....	76
8. Directors	77
9. Directors' Interests.....	79
10. Winding Up.....	79
11. Indemnities and Insurance	81
12. General.....	81
13. Material Contracts	82
14. Documents Available for Inspection.....	83
Appendix I Investment Restrictions	84
Appendix II -Recognised Markets	89
Appendix III	93
Financial Derivative Instruments and Efficient Portfolio Management	93
Appendix IV	95
Definition of US Person	95

DEFINITIONS

In this Prospectus the following words and phrases have the meanings set forth below:-

All references to a specific time of day are to Irish time

"Accounting Date"	means 31 December in each year or such other date as the Directors may from time to time decide.
"Accounting Period"	means a period ending on the Accounting Date and commencing on the day following expiry of the last Accounting Period.
"Act"	means the Companies Acts 1963 to 2009 and every amendment or re-enactment of the same.
"Administrator"	means Citi Fund Services (Ireland) Limited or any successor company appointed as administrator of the Company's affairs in accordance with the requirements of the Central Bank.
"Administration Agreement"	means the Administration Agreement made between the Company and the Administrator dated 4 th February 2008.
"Application Form"	means any application form to be completed by subscribers for Shares as prescribed by the Company from time to time.
"Articles of Association"	means the Memorandum and Articles of Association of the Company.
"Auditors"	means Ernst & Young, Ireland or any successor company appointed as auditor to the Company.
"Base Currency"	means US Dollars.
"Business Day"	means any day (except Saturday or Sunday) on which banks in Dublin are generally open for business or such other day or days as may be determined by the Directors and notified to Shareholders.
"Central Bank"	means Central Bank of Ireland.
"CFTC"	means the US Commodity Futures Trading Commission.
"Class"	means a particular division of Shares in the Company.

"Company"	means Prusik Asian Smaller Companies Fund PLC.
"Country Supplement"	means a supplement to this Prospectus specifying certain information pertaining to the offer of Shares or Class in a particular jurisdiction or jurisdictions.
"Custodian"	means Brown Brothers Harriman Trustee Services (Ireland) Limited.
"Custodian Agreement"	means the Custodian Agreement made between the Company and the Custodian dated 4 th February, 2008.
"Dealing Day"	means every Friday in each calendar month providing that the Dealing Day is a Business Day, or if such day is not a Business Day, the following Business Day, and the last Business Day in each calendar year, or such other day or days as may be determined by the Directors and notified to Shareholders in advance provided that there shall be at least one Dealing Day per fortnight.
"Dealing Deadline"	means 5.00 p.m. Irish time 2 calendar days before any Dealing Day or where such day is not a Business Day the relevant preceding Business Day or such other time as the Directors may determine and notify to Shareholders in advance provided always that the Dealing Deadline is no later than the Valuation Point.
"Directors"	means the directors of the Company or any duly authorised committee or delegate thereof.
"Distribution Agreement"	means the Distribution Agreement dated 4 th February, 2008 made between the Company and Prusik Investment Management LLP.
"Distributor"	means Prusik Investment Management LLP.
"EEA"	means the countries for the time being comprising the European Economic Area (being at the date of this Prospectus, European Union Member States, Norway, Iceland, Liechtenstein).
"Emerging Companies"	are companies which the Investment Manager considers to be still be in the development stage, older companies which the Investment Manager considers to be entering a new stage of growth owing to a number of factors including management changes or development of new technology,

products or markets, or companies providing products or services with what the Investment Manager considers to be a high growth rate. These companies will typically be small capitalisation companies (i.e. companies having stock market capitalisation of normally under 2bn USD at the time of first purchase) which are listed or traded on Recognised Markets.

“ERISA”

means the US Employee Retirement Income Security Act of 1974, as amended.

"Euro" or "€"

means the lawful currency of the participating member states of the European Union which have adopted the single currency in accordance with the EC Treaty of Rome dated 25th March 1957 (as amended by the Maastricht Treaty dated 7th February 1992).

“Exempt Irish Investor”

- a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies;
- a company carrying on life business within the meaning of Section 706 of the Taxes Act;
- an investment undertaking within the meaning of Section 739B(1) of the Taxes Act;
- a special investment scheme within the meaning of Section 737 of the Taxes Act;
- a charity being a person referred to in Section 739D(6)(f)(i) of the Taxes Act;
- a unit trust to which Section 731(5)(a) of the Taxes Act applies;
- a qualifying management company within the meaning of Section 739B of the Taxes Act;
- a qualifying fund manager within the meaning of Section 784A(1)(a) of the Taxes Act where the Shares held are assets of an approved retirement fund or an approved minimum retirement fund;
- a personal retirement savings account (“PRSA”) administrator acting on behalf of a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the Taxes Act and the Shares are assets of a PRSA;
- a credit union within the meaning of Section 2 of the

Credit Union Act, 1997;

- the National Pensions Reserve Fund Commission;
- a company which is within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act in respect of payments made to it by the Company;
- any other Irish Resident or persons who are Ordinarily Resident in Ireland who may be permitted to own Shares under taxation legislation or by written practice or concession of the Revenue Commissioners without giving rise to a charge to tax in the Company or jeopardising tax exemptions associated with the Company giving rise to a charge to tax in the Company;

"FSA"

means the Financial Services Authority of the United Kingdom or any replacement authority or authorities from time to time.

"FSMA"

means the United Kingdom Financial Services and Markets Act 2000 and every amendment or re-enactment of the same.

"Intermediary"

means a person who:-

- carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons;

or

- holds shares in an investment undertaking on behalf of other persons.

"Internal Revenue Code"

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

"Investment Management Agreement"

means the Investment Management Agreement made between the Company and the Investment Manager dated 4th February, 2008.

"Investment Manager"

means Prusik Investment Management LLP.

"Ireland"

means the Republic of Ireland.

"Irish Resident"

- in the case of an individual, means an individual who is resident in Ireland for tax purposes.

- in the case of a trust, means a trust that is resident in Ireland for tax purposes.
- in the case of a company, means a company that is resident in Ireland for tax purposes.
- an individual will be regarded as being resident in Ireland for a tax year if he/she is present in Ireland: (1) for a period of at least 183 days in that tax year; or (2) for a period of at least 280 days in any two consecutive tax years, provided that the individual is resident in Ireland for at least 31 days in each period. In determining days present in Ireland, an individual is deemed to be present if he/she is in Ireland at any time during the day. This new test takes effect from 1st January 2009 (previously in determining days present in Ireland an individual was deemed to be present if he/she was in Ireland at the end of the day (midnight).
- a trust will generally be Irish resident where the trustee is resident in Ireland or a majority of the trustees (if more than one) are resident in Ireland.
- 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 or a related company carries on a trade in Ireland, and either the company is ultimately controlled by persons resident in EU Member States or in countries with which Ireland has a double taxation treaty, or the company or a related company are quoted companies on a recognised Stock Exchange in the EU or in a treaty country under a double taxation treaty between Ireland and that country;

or

- the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and potential investors are referred to the specific legislative provisions that are contained in Section 23A of the Taxes Act.

"Member State"	means a member state of the European Union.
"Minimum Subscription"	means US\$10,000 or its currency equivalent for non-Dollar Classes.
"Money Market Instruments"	means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time.
"Net Asset Value"	means the net asset value of the Company or attributable to a Class (as appropriate) calculated as referred to herein.
"Net Asset Value per Share"	means the Net Asset Value of the Company divided by the number of Shares in issue in the Company or the Net Asset Value attributable to a Class divided by the number of Shares issued in that Class rounded to such number of decimal places as the Directors may determine.
"Nominee Shareholders"	means persons on whose behalf the Company will arrange the provision by any nominee that may be appointed by the Company of nominee services with respect to Shares in the Company.
"OECD Member Country"	means a member of the Organisation for Economic Co-operation and Development, which currently comprises Australia, Austria, Belgium, Canada, Chile, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States.
"Ordinarily Resident in Ireland"	means: in the case of an individual, means an individual who is ordinarily resident in Ireland for tax purposes.

in the case of a trust, means a trust that is ordinarily resident in Ireland for tax purposes.

An individual will be regarded as ordinarily resident for a particular tax year if he/she has been Irish Resident for the three previous consecutive tax years (i.e. he/she becomes ordinarily resident with effect from the commencement of the fourth tax year). An individual will remain ordinarily resident in Ireland until he/she has been non-Irish Resident for three consecutive tax years. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2010 to 31 December 2010 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year 1 January 2013 to 31 December 2013.

The concept of a trust's ordinary residence is somewhat obscure and linked to its tax residence.

"Paying Agency Agreement"

means one or more Paying Agency Agreements made between the Company and one or more Paying Agents and dated as specified in this Prospectus as the agreements are entered into.

"Paying Agent"

means one or more paying agents appointed by the Company in certain jurisdictions as detailed in this Prospectus.

"Prospectus"

the prospectus of the Company and any Supplements and addenda thereto issued in accordance with the requirements of the UCITS Regulations.

"Recognised Clearing System"

means Bank One NA, Depositary and Clearing Centre, Clearstream Banking AG, Clearstream Banking SA, CREST, Depositary Trust Company of New York, Euroclear, National Securities Clearing System, Sicovam SA, SIS Sega Intersettle AG or any other system for clearing units which is designated for the purposes of Chapter 1A in Part 27 of the Taxes Act, by the Irish Revenue Commissioners as a recognised clearing system.

"Recognised Markets"

means the stock exchanges or markets set out in Appendix II.

"Redemption Notice"

Notice in writing given by a Shareholder to redeem all or

part of his holding of Shares, such notice to be received by the Company or the Administrator in advance of the Dealing Deadline.

"Relevant Declaration"	means the declaration relevant to the Shareholder as set out in Schedule 2B of the Taxes Act.
"Relevant Period"	means a period of 8 years beginning with the acquisition of a Share by a Shareholder and each subsequent period of 8 years beginning immediately after the preceding relevant period.
"Share"	means a participating share or, save as otherwise provided in this Prospectus, a fraction of a participating share in the capital of the Company.
"Shareholder"	means a person who is registered as the holder of Shares in the register of Shareholders for the time being kept by or on behalf of the Company.
"Singapore Dollar" or "S\$"	means the lawful currency for the time being of Singapore.
"Supplement"	means a supplement to this Prospectus specifying certain information in respect of one or more Classes.
"Sterling" or "£"	means the lawful currency for the time being of the United Kingdom.
"Taxes Act",	means The Taxes Consolidation Act, 1997 (of Ireland) as amended.
"Tax-Exempt US Investor"	means a US person within the meaning of the Internal Revenue Code that is exempt from payment of US Federal income tax.
"UCITS"	means an Undertaking for Collective Investment in Transferable Securities established pursuant to the UCITS Regulations.
"UCITS Regulations"	means the European Communities Undertakings for Collective Investment in Transferable Securities Regulations, 2003 (as amended consolidated or substituted from time to time) and any regulations or notices issued by the Central Bank pursuant thereto for the time being in force.

"UK"	means the United Kingdom of Great Britain and Northern Ireland.
"United States"	means the United States of America (including the States and the District of Colombia) its territories, possessions and all other areas subject to its jurisdiction.
"US Dollar", "USD" or "US\$"	means United States Dollars, the lawful currency for the time being of the United States of America.
"US Person"	a "US Person" is any person, any individual or entity that would be a US Person under Regulation S of the 1933 Act (as set forth in Appendix IV to this Prospectus).
"Valuation Point"	means 11.00 a.m. Irish time on each Dealing Day.
"1933 Act"	means the US Securities Act of 1933, as amended.
"1940 Act"	means the US Investment Company Act of 1940, as amended.

1. THE COMPANY

General

The Company is an open-ended investment company with variable capital, incorporated in Ireland on 11 January 2008 under the Act with registration number 451654. The Company has been authorised by the Central Bank as a UCITS pursuant to the UCITS Regulations.

The Shares issued in the Company will rank pari passu with each other in all respects provided that they may differ as to certain matters including currency of denomination, hedging strategies if any applied to the currency of a particular Class, dividend policy, the level of fees and expenses to be charged, subscription or redemption procedures or the Minimum Subscription applicable. The assets of the Company will be invested separately on behalf of the Company in accordance with the investment objective and policies of the Company. A separate portfolio of assets is not maintained for each Class.

The Base Currency of the Company is US Dollars. At the date of this Prospectus the Company has established the Classes with the respective currencies listed below. Additional Classes in respect of which a Supplement or Supplements will be issued may be established by the Directors and notified to, and cleared in advance with, the Central Bank or otherwise must be created in accordance with the requirements of the Central Bank.

Classes of Shares

Class	Initial Offer Period	Initial Offer Price
Class A Dollar Non-Distributing Class	Closed	N/A
Class B Dollar Distributing Class	Closed	N/A
Class C Sterling Distributing Class	Closed	N/A
Class D Singapore Dollar Distributing Class	Closed	N/A
Class N Dollar Non-Distributing	9.00 am (Irish Time) on 12 January 2011 to 5.00pm (Irish Time) on 25 February 2011	The NAV of the Class A Dollar Non-Distributing Class.
Class O Dollar Distributing	9.00 am (Irish Time) on 12 January 2011 to 5.00pm (Irish Time) on 25 February 2011	The NAV of the Class B Dollar Distributing Class.
Class P Sterling Distributing	9.00 am (Irish Time) on 12 January 2011 to 5.00pm (Irish Time) on 25 February 2011	The NAV of the Class C Sterling Distributing Class.
Class Q Singapore Dollar Distributing	9.00 am (Irish Time) on 12 January 2011 to 5.00pm (Irish Time) on 25 February 2011	The NAV of the Class D Singapore Dollar Distributing Class.

Dealing in each of the Share Classes will be effected in the currency of the relevant Share Class.

Distributions

The Company currently offers eight Classes of Shares which will be identical in all respects save for distributions, minimum subscription amounts and currency denomination. Class B Dollar Distributing Class, Class C Sterling Distributing Class, Class D Singapore Dollar Distributing Class, Class O Dollar Distributing Class, Class P Sterling Distributing Class and Class Q Singapore Dollar Distributing Class (the “Distributing Classes”) will pay dividends in the manner set out below, Class A Dollar Non-Distributing Class and Class N Dollar Non-Distributing Class will not pay dividends.

The income and earning and gains of the Class A Dollar Non-Distributing Class and Class N Dollar Non-Distributing Class will be accumulated and reinvested on behalf of the respective Class.

Dividends and Distributions

The Directors have discretion from time to time to declare such dividends as may appear to them to be justified out of the net income accruing to the Fund in respect of each class of Shares of the Company.

It is the Directors’ current intention to apply for each of the Distributing Classes of shares in the Company to be certified as a distributing fund for United Kingdom tax purposes by HM Revenue and Customs for the Accounting Period ending 31 December 2010, and to distribute substantially all of the net income of the Company to the Shareholders of each class as required to ensure each Class of the Company is capable of such certification.

The Directors also intend to apply for reporting status for the Company for Accounting Periods beginning 1 January 2011 and thereafter to only declare dividends if the Company or any class is in receipt of substantial amounts of net income.

Although the Directors currently intend to take all steps that are practicable and are consistent with applicable laws, regulatory requirements and the investment objective and policy of the Company to ensure that certification is obtained in respect of each Accounting Period (as referred to in the “United Kingdom Taxation” section in the main body of the Prospectus), it must be appreciated that no assurance can be given as to whether certification will, in practice, be obtained in respect of any particular Accounting Period, especially since the exact conditions that must be fulfilled to obtain or maintain that certification (including the proper method of computing United Kingdom equivalent profits) may be affected by changes in HM Revenue and Customs practice or by subsequent changes to the relevant provisions of the legislation or administrative practice.

It is intended that the Distributing Classes will pay dividends at the Directors’ sole discretion. Dividends, if declared will normally be declared in April of each year and will be paid within four months of declaration. A sum equal to that part of the issued price of the Distributing Classes which reflects income (if any) accrued but undistributed up to the date of issue will be deemed to be an equalisation payment and treated as repaid to Shareholders in the Company with the first dividend or accumulation to which the Shareholder was entitled in the same Accounting Period as that in which the Shares are issued. The Company will automatically reinvest any distribution entitlements in further Shares in the Fund in all cases

where the Shareholder's anti-money laundering documentation is incomplete or has not been completed to the satisfaction of the Administrator.

Dividends may be paid in respect of each accounting period on substantially the whole of the net income (including interest and dividends) of the Company attributable to the Distributing Classes. In addition, the Directors may distribute such part of any realised and unrealised capital gains less realised and unrealised capital losses attributable to any or all of the Distributing Classes as, in their opinion, is appropriate to maintain a satisfactory level of distribution. Otherwise all income and gains of the Company will be accumulated within the Company. Dividends which are not claimed or collected within six years of payment shall revert to and form part of the assets of the Company. Dividends will be paid by bank transfer at the expense of Shareholders. Shareholders may elect to re-invest dividends in additional Shares in the Company by ticking the appropriate box on the Application Form.

Where the amount of any distribution payable to an individual Shareholder would be less than US\$100, such distribution shall be automatically re-invested in the manner set forth above. A preliminary charge or redemption fee shall not be deducted from such amount.

The Directors may at any time determine to change the policy of the Company with respect to distribution. If the Directors so determine full details of any such change will be disclosed in an updated Prospectus or Supplement and all Shareholders will be notified in advance of such change becoming effective.

Investment Objective

The Company's investment objective is to engineer capital growth primarily by investing in companies operating in the Asian and Australasian region. The Company will in particular invest in Emerging Companies and will hold a selection of this type of companies. The Company's investment policy (as detailed below) represents the strategy that will be employed to engineer the Company's capital growth.

Investment Policies

The Company will be invested in Emerging Companies operating in Asia and Australasia including , Australia, New Zealand, Hong Kong, Taiwan, South Korea, China, India, Sri Lanka, Pakistan, Thailand, Indonesia, Malaysia, Singapore and the Philippines.

The Company will pursue this objective by focusing principally on select investments in fundamentally sound businesses which the Investment Manager believes can be acquired at an attractive discount to their intrinsic value. In addition, the Company's investments are likely to include situations where an event has triggered a change in the market's perception of the future outlook for a specific company or industry.

The Company will generally seek to invest, on average, in companies (as referred to below) which have a price to book value ratio and a price/earnings ratio below the level then prevailing in the market of that sector. The Company will also seek companies which the Investment Manager believes will achieve a rising return to Shareholders over the foreseeable future.

The Company will pursue its investment objective primarily by taking long positions in publicly traded common stocks and other equity securities of Asian and Australasian issuers. This policy will also enable

the Company to invest in equity securities of issuers in Recognised Markets outside of Asia and Australasia and in debt and other fixed-income securities of Asian and Australasian and other issuers in Recognised Markets.

The Company will aim for diversification in investments but may periodically concentrate its investments in particular industries such as financial services, healthcare and energy, geographic areas, types of securities and issuers. The Company will have the ability to hold up to 100% cash for any period of time the Investment Manager deems this prudent. The Company will limit its investment in other collective investment schemes to 10% of its Net Asset Value.

The Company will utilise the following investment techniques in connection with its investment objective:

Equity Securities: The Company will invest primarily in long positions in publicly traded common stocks and other equity securities of Asian and Australasian issuers. In addition, the Company may purchase equity securities that are part of an initial public offering of an Asian or Australasian issuer (sometimes referred to as "IPOs" or "new issues"). This Policy will also enable the Company to invest in equity securities of issuers outside of Asia or Australasia in compliance with Appendix II hereto. Generally, securities of Asian and Australasian companies will be purchased and sold on Recognised Markets and/or in the over-the-counter markets. The Company may invest in American Depositary Receipts and Global Depositary Receipts and other equity related securities and instruments, which may be over-the-counter or listed, including convertible bonds, depository receipts and warrants as well as other securities such as bonds and preference shares issued by corporate and governmental issuers (and which may be fixed or floating, and of both investment grade (rated BB- or higher by Standard & Poor's/Moody's) or non-investment grade).

Debt Securities: The Company may invest in both short and long term Asian and Australasian and non-Asian debt securities (such as fixed and/or floating rate bonds and notes) of corporate issuers and government entities. The debt and other fixed-income securities in which the Company may invest will principally be of investment grade. The Company may, however, invest on a very limited basis in debt and fixed-income securities which are not required to satisfy any minimum rating standard. Such securities may include instruments that are considered to be of poor standing and which have predominantly speculative characteristics with respect to capacity to pay interest and repay principal.

Flexibility: While the Company will invest primarily in publicly traded common equities, the Company has broad and flexible investment authority. In order to maintain flexibility and to capitalise on investment opportunities as they arise, the Company is not required to invest any particular percentage of its portfolio in any type of investment or region, and the amount of the Company's portfolio which is invested in any type of investment, or which is weighted in different countries or different sectors can change at any time based on the availability of attractive market opportunities. Accordingly, the Company's investments may at any time include positions in Asian and Australasian and non - Asian and Australasian publicly issued common stocks, Asian and Australasian and non-Asian and Australasian fixed income securities (which will principally be of investment grade), ADRs, preferred stocks, stock warrants and rights which are issued by a company to allow holders to subscribe for additional securities issued by that company.

The Company may also invest in currency forwards, including non-deliverable forwards ("NDF") in order to manage currency exposure, see "Efficient Portfolio Management" below.

Pending investment of the proceeds of a placing or offer of Shares or where market or other factors so warrant, the Company's assets may be invested in money market instruments, including but not limited to certificates of deposit, floating rate notes and fixed or variable rate commercial paper listed or traded on Recognised Markets and in cash deposits denominated in such currency or currencies as the Directors may determine having consulted with the Investment Manager.

The investment objective of the Company may not be altered and material changes in the investment policy of the Company may not be made without approval of Shareholders on the basis of a majority of votes cast at a meeting of the Shareholders of the Company duly convened and held. In the event of a change of the investment objective and/or policy of the Company, Shareholders in the Company will be given reasonable notice of such change to enable them redeem their Shares prior to implementation of such a change.

The list of Recognised Markets on which the Company investments in securities and financial derivative instruments, other than permitted investments in unlisted securities and over the counter derivative instruments, will be listed or traded is set out in Appendix II.

Investment Restrictions

Investment of the assets of the Company must comply with the UCITS Regulations. The Directors may impose further restrictions in respect of the Company. Where the Company has obtained a credit rating it will be subject to the requirements of the relevant rating agency in order to maintain such a rating. The investment and borrowing restrictions applying to the Company are set out in Appendix I. The Company may also hold ancillary liquid assets.

Borrowing Powers

The Company may only borrow on a temporary basis and the aggregate amount of such borrowings may not exceed 10% of the Net Asset Value of the Company. Subject to this limit the Directors may exercise all borrowing powers on behalf of the Company. In accordance with the provisions of the UCITS Regulations the Company may charge its assets as security for such borrowings.

Adherence to Investment and Borrowing Restrictions

The Company will, adhere to any investment or borrowing restrictions herein and any criteria necessary to obtain and/or maintain any credit rating in respect of any Shares or Class in the Company, subject to the UCITS Regulations.

Changes to Investment and Borrowing Restrictions

It is intended that the Company shall have the power (subject to the prior approval of the Central Bank) to avail itself of any change in the investment and borrowing restrictions specified in the UCITS Regulations which would permit investment by the Company in securities, derivative instruments or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations.

Efficient Portfolio Management

The Company may, employ (subject to the conditions and within the limits laid down by the Central Bank) techniques and instruments relating to transferable securities and money market instruments, for efficient portfolio management purposes provided that the exposure to the underlying assets does not exceed in aggregate the investment limits set out in Appendix I. Efficient portfolio management transactions relating to the assets of the Company may be entered into by the Investment Manager with the one of the following aims: i) the reduction or stabilisation of risk; ii) the reduction of cost with no increase or a minimal increase in risk; iii) investing more efficiently than can be achieved by direct purchase of the underlying securities and iv) the generation of additional capital or income with no, or an acceptably low level of risk (relative to the expected return). In relation to efficient portfolio management operations, the Investment Manager will seek to ensure that the transaction is economically appropriate.

Such techniques and instruments may include foreign exchange transactions which alter the currency characteristics of transferable securities held by the Company. The Company may also employ (subject to the conditions and within the limits laid down by the Central Bank) techniques and instruments intended to provide protection against exchange risks in the context of the management of its assets and liabilities. The techniques and instruments which the Company may use are set out in Appendix III.

Hedged Classes

The Company may (but is not obliged to) enter into certain currency related transactions in order to hedge the currency exposure of the assets attributable to a particular Class into the currency of denomination of such Class for the purposes of efficient portfolio management however, the successful execution of a hedging strategy which mitigates exactly this risk cannot be assured. Any financial instruments used to implement such strategies with respect to one or more Classes shall be assets/liabilities of the Company 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. Any currency exposure of a Class may not be combined with or offset against that of any other Class. The currency exposure of the assets attributable to a Class may not be allocated to other Classes. A Class will not be leveraged as a result of currency hedging transactions.

Any financial instruments used to implement such currency hedging strategies with respect to the currency share classes shall be assets/liabilities of the Company 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. Any currency exposure of a Class may not be combined with or offset against that of any other Class. To the extent that hedging is successful, the performance of the relevant Class is likely to move in line with the performance of the underlying assets in the base currency and that investors in a hedged Class will not benefit if the Class currency falls against the base currency and/or the currency in which the assets of the Class are denominated. The currency exposure of the assets attributable to a Class may not be allocated to other Classes. Although the Company does not intend to over-hedge or under-hedge positions, over or under-hedging may arise due to factors outside the control of the Company. The Company will not permit over hedged positions to exceed 105% of the Net Asset Value of a hedged Class. Hedged positions will be kept under review to ensure that over hedged positions do not exceed 105% of the Net Asset Value of a hedged Class. This review will incorporate a procedure to ensure that positions materially in excess of 100% will not be carried forward from month to month.

Financial Derivative Instruments

The Company may invest in financial derivative instruments including equivalent cash settled instruments dealt in on a Recognised Exchange and/or in over the counter derivative instruments in each case under and in accordance with conditions or requirements imposed by the Central Bank. The financial derivative instruments in which the Company may invest and the expected effect of investment in such financial derivative instruments on the risk profile of the Company are disclosed in Appendix III hereto. The Company will use financial derivative instruments for the purposes of efficient portfolio management, with the exception of warrants which may be used for investment purposes.

For the purpose of providing margin or collateral in respect of transactions in financial derivative instruments, the Company may transfer, mortgage, charge or encumber any assets or cash forming part of the relevant Company.

The Company will employ a risk management process which will enable it to monitor, measure and manage the risks attached to financial derivative positions and details of this process have been provided

to the Central Bank. The Company will not utilise financial derivative instruments which have not been included in the risk management process until such time as a revised risk management process has been submitted to and cleared by the Central Bank. The Company will provide on request to Shareholders supplementary information relating to the risk management methods employed by the Company including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

Publication of Net Asset Value per Share

The Net Asset Value per Share will be published in such publications as the Directors may determine in the jurisdictions in which the Shares are offered for sale and shall be made available on Bloomberg and updated following each calculation of Net Asset Value. In addition, the Net Asset Value per Share may be obtained from either the Distributor or the Administrator during normal business hours.

Risk Factors

General

The risks described herein should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in the Company. Potential investors should be aware that an investment in the Company may be exposed to other risks of an exceptional nature from time to time. Investment in the Company carries with it a degree of risk. Different risks may apply to different Classes. Prospective investors should review this Prospectus and any Supplement thereto carefully and in its entirety and consult with their professional and financial advisers before making an application for Shares. Prospective investors are advised that the value of Shares and the income from them may go down as well as up and, accordingly, an investor may not get back the full amount invested and an investment should only be made by persons who can sustain a loss on their investment. Past performance of the Company should not be relied upon as an indicator of future performance. The attention of potential investors is drawn to the taxation risks associated with investing in the Company. Please refer to the Section of this Prospectus entitled "Taxation". The securities and instruments in which the Company invests are subject to normal market fluctuations and other risks inherent in investing in such investments and there can be no assurance that any appreciation in value will occur.

There can be no guarantee that the investment objective of the Company will actually be achieved.

Market Capitalisation Risk

The securities of small-to-medium-sized (by market capitalisation) companies, or financial instruments related to such securities, may have a more limited market than the securities of larger companies and may involve greater risks and volatility than investments in larger companies. Accordingly, it may be more difficult to effect sales of such securities at an advantageous time or without a substantial drop in price than securities of a company with a large market capitalisation and broad trading market. In addition, securities of small-to-medium-sized companies may have greater price volatility as they are generally more vulnerable to adverse market factors such as unfavourable economic reports.

Companies with smaller market capitalisations may be at an earlier stage of development, may be subject to greater business risks, may have limited product lines, limited financial resources and less depth in management than more established companies. In addition, these companies may have difficulty withstanding competition from larger more established companies in their industries. The securities of companies with smaller market capitalisations may be thinly traded (and therefore have to be sold at a discount from current market prices or sold in small lots over an extended period of time), may be followed by fewer investment research analysts and may be subject to wider price swings and thus may create a greater chance of loss than investing in securities of larger capitalisation companies. In addition, transaction costs in smaller capitalisation stocks may be higher than those of larger capitalisation companies.

Market Risk

Some of the Recognised Markets in which the Company may invest may be less well-regulated than those

in developed markets and may prove to be illiquid, insufficiently liquid or highly volatile from time to time. This may affect the price at which the Company may liquidate positions to meet redemption requests or other funding requirements.

Exchange Control and Repatriation Risk

It may not be possible for the Company to repatriate capital, dividends, interest and other income from certain countries, or it may require government consents to do so. The Company could be adversely affected by the introduction of, or delays in, or refusal to grant any such consent for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Economic or political conditions could lead to the revocation or variation of consent granted prior to investment being made in any particular country or to the imposition of new restrictions.

Political, Regulatory, Settlement and Sub-Custodial Risk

The value of the Company's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. As the Company may invest in markets where the trading, settlement and custodial systems are not fully developed, the assets of the Company which are traded in such markets and which have been entrusted to sub-custodians in such markets may be exposed to risk in circumstances in which the Custodian will have no liability.

Liquidity Risk

Not all securities or instruments invested in by the Company will be listed or rated and consequently liquidity may be low. Moreover, the accumulation and disposal of holdings in some investments may be time consuming and may need to be conducted at unfavourable prices. The Company may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited liquidity.

Redemption Risk

Large redemptions of Shares might result in the Company being forced to sell assets at a time and price at which it would normally prefer not to dispose of those assets.

At the time of giving notice to redeem, holders of Shares will not know the redemption price at which their Shares will be redeemed. Between the date a Redemption Notice is served and the date of actual payment of redemption proceeds, an investment remains at risk in the Company and the Net Asset Value per Share may change substantially.

Credit Risk

There can be no assurance that issuers of the securities or other instruments in which the Company invests will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments. The Company will also be exposed to a credit risk in relation to the counterparties with whom they transact or place margin or collateral in respect of transactions in financial derivative instruments and may bear the risk of counterparty default.

The Company may have credit exposure to counterparties by virtue of investment positions in equity-linked securities. To the extent that a counterparty defaults on its obligations and the Company 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.

It may not always be possible for the Investment Manager to execute a buy or sell order at the desired price or to liquidate an open position due to market conditions, including the operation of daily price fluctuation limits. If opportunities for trading are restricted or an exchange is suspended, the Investment Manager may not be able to execute trades or close out positions on terms that the Investment Manager believes are desirable.

Where the Company acquires securities on over-the-counter markets, there is no guarantee that it will be able to realise the fair value of such securities due to their tendency to have limited liquidity and comparatively high price volatility.

Currency Risk

Assets of the Company may be denominated in a currency other than the Base Currency of the Company and changes in the exchange rate between the Base Currency and the currency of the asset may lead to a depreciation of the value of the Company's assets as expressed in the Base Currency. It may not be possible or practical to hedge against such exchange rate risk. The Company's Investment Manager may, but is not obliged to, mitigate this risk by using financial instruments.

The Company may from time to time enter into currency exchange transactions either on a spot basis or by buying currency exchange forward contracts. The Company will not enter into forward contracts for speculative purposes. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of the Company's securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline. Performance of the Company may be strongly influenced by movements in foreign exchange rates because currency positions held by the Company may not correspond with the securities positions held.

The Company may enter into currency exchange transactions and/or use techniques and instruments to seek to protect against fluctuation in the relative value of its portfolio positions as a result of changes in currency exchange rates or interest rates between the trade and settlement dates of specific securities transactions or anticipated securities transactions. Although these transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, they also limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the relevant

contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the relevant contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of the Company cannot be assured. It may not be possible to hedge against generally anticipated exchange or interest rate fluctuations at a price sufficient to protect the assets from the anticipated decline in value of the portfolio positions as a result of such fluctuations.

Share Currency Designation Risk

A Class may be designated in a currency other than the Base Currency. Changes in the exchange rate between the Base Currency and such designated currency may lead to a depreciation of the value of such Shares as expressed in the designated currency. The Investment Manager may try but is not obliged to mitigate this risk by using financial instruments such as those described under the heading “**Currency Risk**”, provided that such instruments shall in no case exceed 100% of the Net Asset Value attributable to the relevant Class of Shares. Investors should be aware that this strategy is not guaranteed to be successful and may substantially limit Shareholders of the relevant Class from benefiting if the designated currency falls against the Base Currency and/or the currency/currencies in which the assets of the Company are denominated. In such circumstances Shareholders of the relevant Class may be exposed to fluctuations in the Net Asset Value per Share reflecting the gains/losses on and the costs of the relevant financial instruments. Financial instruments used to implement such strategies shall be assets/liabilities of the Company as a whole. However, the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class.

Investing in Fixed Income Securities

Investment in fixed income securities is subject to interest rate, sector, security and credit risks. Lower-rated securities will usually offer higher yields than higher-rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry. Lower-rated securities generally tend to reflect short-term corporate and market developments to a greater extent than higher-rated securities which respond primarily to fluctuations in the general level of interest rates. There are fewer investors in lower-rated securities and it may be harder to buy and sell such securities at an optimum time.

The volume of transactions effected in certain international bond markets may be appreciably below that of the world's largest markets, such as the United States. Accordingly, a Company's investment in such markets may be less liquid and their prices may be more volatile than comparable investments in securities trading in markets with larger trading volumes. Moreover, the settlement periods in certain markets may be longer than in others which may affect portfolio liquidity.

Changes in Interest Rates

The value of Shares may be affected by substantial adverse movements in interest rates.

Amortised Cost Method

Some or all of the investments of the Company may be valued at amortised cost. Investors' attention is drawn to the Section of this Prospectus entitled “Net Asset Value and Valuation of Assets” for further

information.

In periods of declining short-term interest rates, the inflow of net new money to the Company from the continuous issue of Shares will likely be invested in portfolio instruments producing lower yields than the balance of the Company's portfolio, thereby reducing the current yield of the Company. In periods of rising interest rates, the opposite can be true.

Valuation Risk

The Company may invest some of its assets in illiquid and/or unquoted securities or instruments. Such investments or instruments will be valued by the Directors or their delegate in good faith in consultation with the Investment Manager as to their probable realisation value. Such investments are inherently difficult to value and are the subject of substantial uncertainty. There is no assurance that the estimates resulting from the valuation process will reflect the actual sales or "close-out" prices of such securities.

Performance Fee Risk

The payment of the Performance Fee as described under "Fees and Expenses - Performance Fees" to the Investment Manager based on the performance of the Company may provide the Investment Manager with an incentive to cause the Company to make more speculative investments than might otherwise be the case. The Investment Manager will have discretion as to the timing and the terms of the Company's transactions in investments and may therefore have an incentive to arrange such transactions to maximise its fees.

Emerging Markets Risk

The Company may invest in equity securities of companies in emerging markets. Such securities may involve a high degree of risk and may be considered speculative. Risks include (i) greater risk of expropriation, confiscatory taxation, nationalisation, and social, political and economic instability; (ii) the small current size of the markets for securities of emerging markets issuers and the currently low or non-existent volume of trading, resulting in lack of liquidity and in price volatility, (iii) certain national policies which may restrict the Company's investment opportunities including restrictions on investing in issuers or industries deemed sensitive to relevant national interests; and (iv) the absence of developed legal structures governing private or foreign investment and private property.

Investment in emerging markets involves risk factors and special considerations which may not be typically associated with investing in more developed markets. Political or economic change and instability may be more likely to occur and have a greater effect on the economies and markets of emerging countries. Adverse government policies, taxation, restrictions on foreign investment and on currency convertibility and repatriation, currency fluctuations and other developments in the laws and regulations of emerging countries in which investment may be made, including expropriation, nationalisation or other confiscation could result in loss to the Company.

By comparison with more developed securities markets, most emerging countries' securities markets are comparatively small, less liquid and more volatile. This may result in greater volatility in the Net Asset Value per Share (and consequently subscription and redemption prices for Shares) than would be the case in relation to funds invested in more developed markets. In addition, if a large number of securities

have to be realised at short notice to meet substantial redemption requests in the Company such sales may have to be effected at unfavourable prices which may in turn have an adverse effect on the Net Asset Value per Share.

In addition settlement, clearing, safe custody and registration procedures may be underdeveloped and increase the risks of error, fraud or default. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in emerging markets may not provide the same degree of investor information or protection as would generally apply in more developed markets. Investments in certain emerging markets may require consents or be subject to restrictions which may limit the availability of attractive investment opportunities to the Company. Emerging markets generally are not as efficient as those in developed countries. In some cases, a market for the security may not exist locally and so transactions may need to be made on a neighbouring exchange.

Emerging markets securities may incur brokerage or stock transfer taxes levied by foreign governments which would have the effect of increasing the cost of investment and which may reduce the realised gain or increase the loss on such securities at the time of same. The issuers of emerging markets securities, such as banks and other financial institutions may be subject to less stringent regulation than would be the case for issuers in developed countries, and therefore potentially carry greater risk. In addition custodial expenses for emerging market securities are generally higher than for developed market securities. Dividend and interest payments from, and capital gains in respect of, emerging markets securities may be subject to foreign taxes that may or may not be reclaimable.

Laws governing foreign investment and securities transactions in emerging markets may be less sophisticated than in developed countries. Accordingly, the Company may be subject to additional risks, including inadequate investor protection, unclear or contradictory legislation or regulations and lack of enforcement thereof, ignorance or breach of legislation or regulations on the part of other market participants, lack of legal redress and breaches of confidentiality. It may be difficult to obtain and enforce a judgement in certain emerging markets in which assets of the Company are invested.

Accounting, Auditing and Financial Reporting Standards

The accounting, auditing and financial reporting standards of many of the countries in which the Company may invest may be less extensive than those applicable to US and European Union companies.

An investment in the Company is neither insured nor guaranteed by any government, government agencies or instrumentalities or any bank guarantee fund. Shares are not deposits or obligations of, or guaranteed or endorsed by, any bank and the amount invested in Shares may fluctuate up and/or down. Although the Company seeks to increase Net Asset Value per Share, neither performance nor stability of Net Asset Value can be guaranteed. An investment in the Company involves certain investment risks, including the possible loss of principal.

Identity of Beneficial Ownership and US Withholding on Certain Payments

Under recently enacted legislation, in order to avoid a US withholding tax of 30% on certain payments (including payments of gross proceeds) made after December 31, 2012 with respect to certain US investments, if any, the Company will be required to enter into an agreement with the United States Internal Revenue Service (the “Service”) identifying certain direct and indirect US equityholders. A non-US investor in the Company could be required to provide to the Company information which identifies its direct and indirect US ownership. Any such information provided to the Company will be shared with the Service. A non-US investor who fails to provide such information to the Company would be subject to the 30% withholding tax with respect to its share of any such payments attributable to US investments of the Company, if any. Shareholders should consult their own tax advisers regarding the possible implications of this legislation on their investments in the Company.

Taxation Risk

The Company may be subject to withholding or other taxes on income and/or gains arising from its investment portfolio, including without limitation taxes imposed by the jurisdiction in which the issuer of securities held by the Company is incorporated, established or resident for tax purposes. Where the Company invests in securities that are not subject to withholding or other taxes at the time of acquisition, there can be no assurance that tax may not be withheld or imposed in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Company will not be able to recover such tax and so any change would have an adverse effect on the Net Asset Value of the Shares. Where the Company sells securities short that are subject to withholding tax at the time of sale, the price obtained will reflect the withholding tax liability of the purchaser. In the event that in the future such securities cease to be subject to withholding tax, the benefit thereof will accrue to the purchaser and not to the Company.

Derivatives Risk

General

The prices of derivative instruments, including futures and options prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events, changes in local laws and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The use of derivatives for hedging purposes also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the hedging instruments and the securities or market sectors being hedged, (3) the fact that skills needed to use these instruments are different from those needed to select the Company’s securities, and (4) the possible

absence of a liquid market for any particular instrument at any particular time, and (5) possible impediments to effective portfolio management or the ability to meet redemption requests.

Liquidity of Futures Contracts

Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent the Company from liquidating unfavourable positions.

Forward Trading

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

Securities Lending Risk

As with any extensions of credit, there are risks of delay and recovery. Should the borrower of securities fail financially or default in any of its obligations under any securities lending transaction, the collateral provided in connection with such transaction will be called upon. The value of the collateral will be maintained to equal or exceed the value of the securities transferred. However there is a risk that the value of the collateral may fall below the value of the securities transferred. In addition, as the Company may invest cash collateral received, subject to the conditions and within the limits laid down by the Central Bank, the Company investing collateral will be exposed to the risk associated with such investments, such as failure or default of the issuer of the relevant security.

Investment Manager Valuation Risk

The Administrator may consult the Investment Manager with respect to the valuation of certain investments. Whilst there is an inherent conflict of interest between the involvement of the Investment Manager in determining the valuation price of the Company's investments and the Investment Manager's other duties and responsibilities in relation to the Company, the Investment Manager has in place a pricing committee charged with reviewing all pricing procedures which follows industry standard procedures for valuing unlisted investments.

Risk Factors Not Exhaustive

The investment risks set out in this Prospectus do not purport to be exhaustive and potential investors

should be aware that an investment in the Company may be exposed to risks of an exceptional nature from time to time.

2. MANAGEMENT AND ADMINISTRATION

The Directors control the affairs of the Company and are responsible for the formulation of investment policy. The Directors have delegated certain of their duties to the Administrator, the Investment Manager and the Distributor.

Directors

The Company shall be managed and its affairs supervised by the Directors all of whom are non-executive directors of the Company and whose details are set out below:-

Heather Manners (British) Heather Manners joined Henderson as trainee fund manager covering Japan and Asia in 1986 and became manager of Henderson Pacific Smaller Companies Trust in 1987 until 1990 when she became manager of Henderson Asian Enterprise Trust. In 1993 she was appointed as Director of Henderson Investment Management and as a deputy manager of Henderson TR Pacific Investment Trust in 1996 where she was appointed head of Asia (excluding Japan) in 1997, and head of Global Emerging Markets in 1998. In 2000 she launched and managed Henderson Absolute Return Fund. Heather Manners has been FSA approved to carry out investment management since 1st December 2001. Heather ran the Pacific and Emerging markets desks at Henderson Global Investors, and was responsible for over US\$5 billion investments and a team of 16 investment managers there. She has managed money in Asia since 1987 and is ultimately responsible for the investment portfolio of the Company. Heather Manners has been FSA registered CF27 since 1st December 2001.

David Hammond (Irish) David Hammond is a director of Bridge Consulting ("Bridge"), a financial services consultancy and business advisory firm. Before setting up Bridge in 2005, Mr. Hammond was Chief Operating Officer of Sanlam Asset Management (Ireland) Limited, part of the Sanlam group of South Africa, which he joined at the start of 2003. Between 1994 and the end of 2002, Mr. Hammond worked with International Fund Managers (Ireland) Limited, the Irish fund administration subsidiary of Baring Asset Management and which is now part of Northern Trust. While at IFMI, Mr. Hammond was responsible for legal affairs and business development, becoming a director in 1996. He is also a solicitor, and practised for a number of years in the area of banking and financial services with the Irish firm of A&L Goodbody. Mr. Hammond is a Chartered Financial Analyst (CFA) holder and holds a law degree from Trinity College, Dublin and a MBA from Smurfit Graduate School of Business, University College, Dublin.

Richard Hayes (Irish) Richard Hayes is a chartered accountant by profession. He is currently chairman of and an investor in Biomass Heating Solutions Ltd, Global Shares Plc and EFT Controls Ltd. He is also a director of Findlay Park Funds Plc and of Prusik Asia Fund plc and Prusik Asian Smaller Companies Fund Plc. Previously he was the founder and CEO for seventeen years of IFG Group Plc until he resigned in 2006.

None of the Directors have had any convictions in relation to indictable offences, been involved in any bankruptcies, individual voluntary arrangements, receiverships, compulsory liquidations, creditors voluntary liquidations, administrations, company or partnership voluntary arrangements, any composition or arrangements with its creditors generally or any class of its creditors of any company where they were a director or partner with an executive function, nor have had any public criticisms by statutory or regulatory authorities (including recognised professional bodies) nor has any director ever been disqualified by a

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

Investment Manager and Promoter

The Directors have appointed Prusik Investment Management LLP, as investment manager with discretionary powers pursuant to the Investment Management Agreement. Under the terms of the Investment Management Agreement the Investment Manager is responsible, subject to the overall supervision and control of the Directors, for managing the assets and investments of the Company in accordance with its investment objective and policies. The Company shall not be liable for any actions, costs, charges, losses, damages or expenses arising as a result of the acts or omissions of the Investment Manager or for its own acts or omissions in following the advice or recommendations of the Investment Manager.

The Investment Manager was incorporated in England on 19 March 2005 under the Limited Liability Partnerships Act 2000 and is regulated by the FSA in the conduct of financial services and investment management activities.

Administrator

The Company has appointed Citi Fund Services (Ireland), Limited as the Administrator with responsibility for performing the Registrar, Transfer Agency and Financial Services functions of the Company. BISYS Fund Services Ireland, Limited ("BISYS"), the Funds' Administrator, was re-named to Citi Fund Services Ireland, Limited, ("Citi") in connection with the acquisition of BISYS Group, Inc., the parent company of BISYS, by a subsidiary of Citibank N.A. effective August 1, 2007. The Administrator is a limited liability company incorporated in Ireland on 18th September 1992. Citi is a wholly owned subsidiary of Citibank N.A., a leading provider of mutual fund services, supporting US\$1.3 trillion in assets as at 28 February 2010.

The Administrator has appointed Citi Hedge Fund Services to act as Shareholder Servicing Agent to the Company. The fees of the Shareholder Servicing Agent will be paid by the Administrator.

Custodian

Brown Brothers Harriman Trustee Services (Ireland) Limited has been appointed custodian of all the assets of the Company by agreement dated 4th February 2008 (the "Custodian Agreement"). The Custodian is a company incorporated in Ireland on 29 March 1995 as a limited liability company. The Custodian's capital is in excess of US\$1,500,000. The Custodian has been approved by the Central Bank to act as custodian for the Company.

The principal activity of the Custodian is to act as custodian and trustee of the assets of collective investment schemes.

The Custodian has the power to appoint agents, sub-custodians and delegates. The Custodian's liability shall not be affected by the fact that it has entrusted some or all of the assets in safekeeping to any third party. The parties agree that the Central Bank considers that in order for the Custodian to discharge its

responsibilities in respect of third parties, the Custodian must exercise care and diligence in choosing and appointing a third party to be a sub-custodian so as to ensure that the sub-custodian has and maintains the expertise, competence and standing appropriate to discharge the responsibilities involved. The Custodian shall maintain an appropriate level of supervision over a sub-custodian and make appropriate enquiries from time to time to confirm that the obligations of the sub-custodian continue to be competently discharged. This does not purport to be a legal interpretation of the UCITS Regulations.

As the Company may, as further described in this Prospectus invest in emerging markets where custodian and/or settlement systems are not fully developed, the assets of the Company which are traded in such markets and which have been entrusted to safekeeping agents, in circumstances where the use of such safekeeping agents is necessary, may be exposed to risk in circumstances whereby the Custodian will have no liability.

Prospective investors are also referred to the section headed "Risk Factors" set out in this Prospectus.

The Company may not terminate the appointment of the Custodian and the Custodian may not retire from such appointment unless and until a successor custodian shall have been appointed in accordance with the Articles of Association and the Regulations and approved by the Central Bank. If the Custodian shall have given to the Company notice of its desire to retire from its appointment or the appointment of the Custodian is terminated pursuant to the terms of the Custodian Agreement and no successor shall have been appointed in accordance with the Articles of Association within 90 days or such other period as may be agreed between the parties from the giving of such notice, the Company shall, forthwith repurchase the Shares or appoint a liquidator who shall wind up the Company and shall apply, thereafter, to the Central Bank to revoke the authorisation of the Company whereupon the Custodian's appointment shall terminate when the Company's authorisation has been revoked by the Central Bank.

Distributor

The Company has appointed Prusik Investment Management LLP as distributor of the Shares pursuant to the Distribution Agreement. The Distributor has authority to delegate some or all of its duties as distributor to sub-distributors in accordance with the requirements of the Central Bank.

Paying Agents/Representatives/Sub-Distributors

Local laws/regulations in EEA Member States may require the appointment of paying agents/representatives/distributors/correspondent banks ("Paying Agents") and maintenance of accounts by such Paying Agents through which subscription and redemption monies or dividends may be paid. Shareholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or dividends via an intermediate entity rather than directly to the Custodian (e.g. a Paying Agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Custodian for the account of the Company and (b) redemption monies payable by such intermediate entity to the relevant Shareholder. Fees and expenses of Paying Agents appointed by the Company which will be at normal commercial rates will be borne by the Company.

At the date of this Prospectus it is not expected that a Paying Agent will be appointed, however, Country Supplements dealing with matters pertaining to Shareholders in jurisdictions in which Paying Agents are appointed may be prepared for circulation to such Shareholders and, if so, a summary of the material provisions of the agreements appointing the Paying Agents will be included in the relevant Country Supplements.

All Shareholders may avail of the services provided by Paying Agents appointed by or on behalf of the Company.

Conflicts of Interest

The Directors, the Investment Manager, the Distributor, the Administrator and the Custodian and their respective affiliates, officers, directors and shareholders, employees and agents (collectively the "Parties") are or may be involved in other financial, investment and professional activities which may on occasion cause a conflict of interest with the management of the Company and/or their respective roles with respect to the Company. These activities may include managing or advising other funds, purchases and sales of securities, banking and investment management services, brokerage services, valuation of unlisted securities (in circumstances in which fees payable to the entity valuing such securities may increase as the value of assets increases) and serving as directors, officers, advisers or agents of other funds or companies, including funds or companies in which the Company may invest. In particular, the Investment Manager may be involved in advising or managing other investment funds which have similar or overlapping investment objectives to or with the Company.

Each of the Parties will use its reasonable endeavours to ensure that the performance of their respective duties will not be impaired by any such involvement they may have and that any conflicts which may arise will be resolved fairly.

There is no prohibition on transactions with the Company, the Investment Manager, the Administrator, the Custodian, the Distributor or entities related to each of, the Investment Manager, the Administrator, the Custodian or the Distributor including, without limitation, holding, disposing or otherwise dealing with Shares issued by or property of the Company and none of them shall have any obligation to account to the Company for any profits or benefits made by or derived from or in connection with any such transaction provided that such transactions are carried out as if effected on normal commercial terms negotiated on an arm's length basis, are in the best interests of Shareholders, and

- (a) a person approved by the Custodian as independent and competent certifies the valuation at which the relevant transaction is effected is fair; or
- (b) the relevant transaction is executed on the best terms obtainable on an organised investment exchange or other regulated market in accordance with the rules of such exchange or market under their rules; or

where the conditions set out in (a) and (b) above are not practical, the transaction is executed on terms which the Custodian is satisfied are normal commercial terms negotiated at arm's length and in the best interests of Shareholders.

The Investment Manager or an associated company of the Investment Manager may invest in Shares so that a Class may have a viable minimum size or is able to operate more efficiently. In such circumstances the Investment Manager or its associated company may hold a high proportion of the Shares of a Class in issue.

Details of interests of the Directors are set out in the Section of this Prospectus entitled “Statutory and General Information”.

Soft Commissions

The Investment Manager may effect transactions with or through the agency of another person with whom the Investment Manager or an entity affiliated to the Investment Manager has arrangements under which that person will, from time to time, provide to or procure for the Investment Manager and/or an affiliated party goods, services or other benefits such as research and advisory services, specialised computer hardware or software. No direct payment may be made for such goods or services but the Investment Manager may undertake to place business with that person provided that person has agreed to provide best execution with respect to such business and the services provided must be of a type which assists in the provision of investment services to the Company. Generally, the use of commission or “soft” commissions to pay for research products or services falls within the safe harbor for soft dollars created by Section 28(e) of the US Securities Exchange Act of 1934, as amended. Where a product or service obtained with commission dollars provides both research and non-research assistance to a Fund the Investment Manager will make a reasonable allocation of the cost that may be paid for with commission dollars.

A report will be included in the Company’s annual and half-yearly reports describing the Investment Manager’s soft commission practices.

Cash/Commission Rebates and Fee Sharing

Where the Investment Manager, or any of its delegates, successfully negotiates the recapture of a portion of the commissions charged by brokers or dealers in connection with the purchase and/or sale of securities, financial derivative instruments or techniques and instruments for the Company, the rebated commission shall be paid to the Company.

The Investment Manager or its delegates may be paid/reimbursed out of the assets of the Company or for fees charged by it and reasonable properly vouched costs and expenses directly incurred by the Investment Manager or its delegates in this regard as set out below in “Fees and Expenses”.

3. FEES AND EXPENSES

Establishment Expenses

All fees and expenses relating to the establishment and organisation of the Company including the fees of the Company's professional advisers and the fees and expenses incurred registering the Shares of the Company for sale in various markets will be borne by the Company. Such fees and expenses amounted to €60,000 and have now been amortised.

While this is not in accordance with Accounting Standards issued by the Accounting Standards Board, and may result in the audit opinion on the annual report being qualified in this regard, the Directors believe that such amortisation would be fair and equitable to Shareholders.

Operating Expenses and Fees

The Company will pay all its operating expenses and the fees hereinafter described as being payable by the Company. Expenses paid by the Company throughout the duration of the Company, in addition to fees and expenses payable to the Administrator, the Custodian, the Investment Manager, the Distributor and the Paying Agent appointed by or on behalf of the Company include but are not limited to brokerage and banking commissions and charges, legal and other professional advisory fees, company secretarial fees, Companies Registration Office filings and statutory fees, regulatory fees, auditing fees, translation and accounting expenses, interest on borrowings, taxes and governmental expenses applicable to the Company costs of preparation, translation, printing and distribution of reports and notices, all marketing material and advertisements and periodic update of this Prospectus, stock exchange listing fees, all expenses in connection with registration, listing and distribution of the Company and Shares issued or to be issued, all expenses in connection with obtaining and maintaining a credit rating for any Classes or Shares, expenses of Shareholders meetings, Directors' insurance premia, expenses of the publication and distribution of the Net Asset Value, clerical costs of issue or redemption of Shares, postage, telephone, facsimile and telex expenses, any costs or expenses relating to winding up the Company and any other expenses in each case together with any applicable Value Added Tax. Any such expenses may be deferred and amortised by the Company. While this is not in accordance with Accounting Standards issued by the Accounting Standards Board, and may result in the audit opinion on the annual report being qualified in this regard, the Directors believe that such amortisation would be fair and equitable to Shareholders. An estimated accrual for operating expenses of the Company will be provided for in the calculation of the Net Asset Value of the Company. Operating expenses and the fees and expenses of service providers which are payable by the Company shall be borne by all Shares in proportion to the Net Asset Value of the Company or attributable to the relevant Class provided that fees and expenses directly or indirectly attributable to a particular Class shall be borne solely by the relevant Class.

Investment Management Fees and Expenses

The Investment Manager shall be entitled to receive from the Company a fee (the "Investment Management Fee") in relation to the Company subject to a maximum fee of 1.5% per annum of the Net Asset Value of the Company together with VAT, if any on such fee. Fees payable to the Investment Manager shall be accrued at each Valuation Point and shall be payable monthly in arrears. The Company shall pay the fees and expenses of any nominee appointed by or on behalf of the Company to provide

services to the Company or the Shareholders which will be at normal commercial rates provided that the Investment Manager and any such nominee shall be entitled to reimbursement by the Company of all reasonable out-of-pocket expenses incurred by it in the performance of their respective obligations. The Company shall bear the cost of any VAT applicable to any fees or other amounts payable to or by such nominee in the performance of their respective duties.

Performance Fee:

Class A Dollar Non-Distributing Class, Class B Dollar Distributing Class, Class C Sterling Distributing Class and Class D Singapore Dollar Distributing Class.

The Investment Manager will also be entitled to receive a performance fee (the “**Class A/B/C/D Performance Fee**”) out of the assets of the Company in relation to the Class A Dollar Non-Distributing Class, Class B Dollar Distributing Class, Class C Sterling Distributing Class and Class D Singapore Dollar Distributing Class as set forth below. The Class A/B/C/D Performance Fee will be calculated in respect of the period ending on 31 December respectively in each year (a “**Calculation Period**”). The issue of new Shares or the redemption of existing Shares on a Dealing Day other than 31 December will also trigger the commencement or end of a Calculation Period for the Shares being issued or redeemed, respectively. The Class A/B/C/D Performance Fee will be deemed to accrue at each Valuation Point. For each Calculation Period, the Class A/B/C/D Performance Fee in respect of each Share will be equal to 10% of the appreciation in the Net Asset Value per Share during that Calculation Period above the Base Net Asset Value per Share, subject to a Hurdle Rate as described below. The “**Base Net Asset Value per Share**” is the greater of the Net Asset Value per Share at the time of issue of that Share and the highest Net Asset Value per Share achieved as at the end of any previous Calculation Period (if any) during which such Share was in issue. The Class A/B/C/D Performance Fee in respect of each Calculation Period will be calculated by reference to the Net Asset Value before deduction for any accrued Class A/B/C/D Performance Fee. The Class A/B/C/D Performance Fee will normally be payable to the Investment Manager in arrears within 14 days of the end of each Calculation Period. However, in the case of Shares redeemed during a Calculation Period, the accrued Class A/B/C/D Performance Fee in respect of those Shares will be payable within 14 days after the date of redemption. If the Investment Management Agreement is terminated during a Calculation Period, the Class A/B/C/D Performance Fee in respect of the current Calculation Period will be calculated and paid as though the date of termination were the end of the relevant Calculation Period. The Class A/B/C/D Performance Fee will be calculated on a Share-by-Share basis so that each Share is charged a Class A/B/C/D Performance Fee which equates precisely with that Share’s performance. This method of calculation is intended to ensure so far as possible that (i) any Class A/B/C/D Performance Fee paid to the Investment Manager is charged only to those Shares which have appreciated in value, (ii) all holders of Shares of the same Class have the same amount per Share at risk in the Company and (iii) all Shares of the same Class have the same Net Asset Value per Share.

The Investment Manager will not charge a Class A/B/C/D Performance Fee if the Net Asset Value per Share does not appreciate by more than 6% during a Calculation Period (the “**Hurdle Rate**”). Where performance does not exceed the Hurdle Rate no Class A/B/C/D Performance Fee will apply, and where performance exceeds the 6% Hurdle Rate, the full Class A/B/C/D Performance Fee on the absolute performance of the Company will apply. The requirement to exceed the Hurdle Rate will be applied only at the end of a Calculation Period, therefore a Shareholder will not benefit from the Hurdle Rate where he

has redeemed his holding during the Calculation Period, in which case the full Class A/B/C/D Performance Fee will be applied.

Adjustments

If an investor subscribes for Shares at a time when the Net Asset Value per Share is other than the Peak Net Asset Value per Share (as defined below), certain adjustments will be made to reduce inequities that could otherwise result to the subscriber or to the Investment Manager. The “**Peak Net Asset Value per Share**” is the greater of (i) the initial offer price of the relevant Class and (ii) the Net Asset Value per Share in effect immediately after the end of a Calculation Period in respect of which a Class A/B/C/D Performance Fee (other than a Performance Fee Redemption, as defined below) was charged.

- A. If Shares are subscribed for at a time when the Net Asset Value per Share is less than the Peak Net Asset Value per Share, the investor will be required to pay a Class A/B/C/D Performance Fee with respect to any subsequent appreciation in the value of those Shares. With respect to any appreciation in the value of those Shares from the Net Asset Value per Share at the date of subscription up to the Peak Net Asset Value per Share (including the Hurdle Rate), the Class A/B/C/D Performance Fee will be charged at the end of each Calculation Period by repurchasing at the Net Asset Value per Share (calculated as at the end of the Calculation Period) such number of the investor's Shares as have an aggregate Net Asset Value (after accrual for any Class A/B/C/D Performance Fee) equal to 10% of any such appreciation (a “**Performance Fee Redemption**”). The Administrator shall calculate the number of Shares to be redeemed. The aggregate Net Asset Value of the Shares so redeemed will be paid to the Investment Manager as a Class A/B/C/D Performance Fee. Performance Fee Redemptions are employed to ensure that the Company maintains a uniform Net Asset Value per Share. As regards the investor's remaining Shares, any appreciation in the Net Asset Value per Share of those Shares above the Peak Net Asset Value per Share will be charged a Class A/B/C/D Performance Fee in the normal manner described above.
- B. If Shares are subscribed for at a time when the Net Asset Value per Share is greater than the Peak Net Asset Value per Share, the investor will be required to pay an amount in excess of the then current Net Asset Value per Share equal to 10% of the difference between the then current Net Asset Value per Share (before accrual for the Class A/B/C/D Performance Fee) and the Peak Net Asset Value per Share (an “**Equalisation Credit**”). At the date of subscription the Equalisation Credit will equal the Class A/B/C/D Performance Fee per Share accrued with respect to other Shares of the same Class (the “**Maximum Equalisation Credit**”). The Maximum Equalisation Credit will be payable where a Performance Fee is due but it is not sufficient to meet the Hurdle Rate. The Equalisation Credit is payable to account for the fact that the Net Asset Value per Share has been reduced to reflect an accrued Class A/B/C/D Performance Fee to be borne by existing Shareholders and serves as a credit against Class A/B/C/D Performance Fees that might otherwise be payable by the Company but that should not, in equity, be charged against the Shareholder making the subscription because, as to such Shares, no favourable performance has yet occurred. The Equalisation Credit ensures that all holders of Shares of the same Class have the same amount of capital at risk per Share.

The additional amount invested as the Equalisation Credit will be at risk in the Company and will therefore appreciate or depreciate based on the performance of the Company subsequent to the issue of the

relevant Shares but will never exceed the Maximum Equalisation Credit. In the event of a decline as at any Valuation Point in the Net Asset Value per Share of a Class, the Equalisation Credit will also be reduced by an amount equal to 10% of the difference between the Net Asset Value per Share (before accrual for the Class A/B/C/D Performance Fee) at the date of issue and as at that Dealing Day. Any subsequent appreciation in the Net Asset Value per Share will result in the recapture of any reduction in the Equalisation Credit but only to the extent of the previously reduced Equalisation Credit up to the Maximum Equalisation Credit.

At the end of each Calculation Period, if the Net Asset Value per Share (before accrual for the Class A/B/C/D Performance Fee) exceeds the Peak Net Asset Value per Share, that portion of the Equalisation Credit equal to 10% of the excess, multiplied by the number of Shares subscribed for by the Shareholder, will be applied to subscribe for additional Shares for the Shareholder. Additional Shares will continue to be so subscribed for at the end of each Calculation Period until the Equalisation Credit, as it may have appreciated or depreciated in the Company after the original subscription for Shares was made, has been fully applied. If the Shareholder redeems his Shares before the Equalisation Credit has been fully applied, the Shareholder will receive additional redemption proceeds equal to the Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Shares being redeemed and the denominator of which is the number of Shares held by the Shareholder immediately prior to the redemption in respect of which an Equalisation Credit was paid on subscription. If the Net Asset Value per Share at the end of a Calculation Period is less than the Net Asset Value per Share at which the Shareholder subscribed for the Shares during that Calculation Period, the Shareholder will not pay any Class A/B/C/D Performance Fees except to the extent required in accordance with paragraph (B) above. The Investment Manager may assign all or part of the Class A/B/C/D Performance Fee to other individuals or entities in its sole discretion.

Class N Dollar Non-Distributing Class, Class O Dollar Distributing Class, Class P Sterling Distributing Class and Class Q Singapore Dollar Distributing Class

The Investment Manager is also entitled to receive a quarterly performance fee per Share in relation to the Class N Dollar Non-Distributing Class, Class O Dollar Distributing Class, Class P Sterling Distributing Class and Class Q Singapore Dollar Distributing Class (the “**Class N/O/P/Q Performance Fee**”) equal to 10% of the amount by which the Net Asset Value per Share of the relevant Class (before calculation of any Class N/O/P/Q Performance Fee but after calculation of any other fees) exceeds the base value, being the higher of (a) the initial offer price of the relevant Class and (b) the Net Asset Value per Share of the relevant Class (after deduction of any Class N/O/P/Q Performance Fee) on the most recent Payment Date (as described below) in respect of which a Class N/O/P/Q Performance Fee was actually due. The calculation period for the Class N/O/P/Q Performance Fee shall be each calendar quarter. The Class N/O/P/Q Performance Fee, if due, is payable within 14 days of the last Dealing Day in each calendar quarter (each a “**Payment Date**”). The first Calculation Period for each Class shall be from the date of launch of the Share Class to the end of the calendar quarter in which it is launched.

The total Class N/O/P/Q Performance Fee paid to the Investment Manager in relation to a Class of Shares will be equal to the Class N/O/P/Q Performance Fee per Share of the relevant Class multiplied by the weighted average number of Shares of that Class in issue on Dealing Days in the period since the preceding Payment Date.

Notwithstanding the above, no Class N/O/P/Q Performance Fee will be paid in respect of any quarter or part of a quarter in which the Net Asset Value per Share of the relevant Class has not increased by at least 1.5% over the Net Asset Value per Share of that Class at the beginning of the quarter (the “**Performance Fee Hurdle**”).

The Class N/O/P/Q Performance Fee will accrue on a daily basis and the Net Asset Value will be adjusted to reflect the accrual. The value of this accrual will be calculated on the assumption that the Performance Fee Hurdle will be achieved in that quarter and if it is not achieved, the value of the accrual will be added back to the Net Asset Value of the relevant Class at the end of the quarter.

Conversely, Shareholders whose Shares are redeemed on a day other than a Payment Date will receive redemption proceeds based on a Net Asset Value calculation reflecting the performance fee accrued on the redemption date without reference to the Performance Fee Hurdle.

In the event that any Shares are redeemed on a Dealing Day during a quarter, the Investment Manager shall be entitled to receive the Class N/O/P/Q Performance Fee per Share of the relevant Class accrued in respect of the Shares redeemed. Any such entitlement to Class N/O/P/Q Performance Fee in respect of redemptions of Shares will not be repayable although such entitlement will be taken into account in calculating the Performance Fee entitlement, if any, in respect of the Performance Period as a whole.

General

The Investment Manager may at its sole discretion agree with any Shareholder, to rebate, return and or remit any part of the Management and or Performance fees which are paid or payable to the Investment Manager.

The performance fee will be calculated by the Administrator and verified periodically by the Custodian. Such performance fee will also be verified by the Auditors and by the Custodian following the annual audit of the Company.

Where a performance fee is payable out of the Company it shall be calculated upon the increase in the Net Asset Value per Share during an Accounting Period. Net realised and unrealised capital gains and net realised and unrealised capital losses will be included in the Performance Fee calculation as at the end of the Period. As a result a Performance Fee may be paid on unrealised gains which may subsequently never be realised.

Administrator's Fees

The Company shall also pay to the Administrator Administration Fees of 0.05% of the Net Asset Value of the Company, together with VAT, if any of such fee. The Administrator's fees shall be accrued at each Valuation Point and shall be payable monthly in arrears, subject to a minimum monthly charge of US\$8,333.

The Administrator shall also be entitled to be repaid out of the assets of the Company all of its reasonable out-of-pocket expenses incurred on behalf of the Company which shall include legal fees, couriers' fees and telecommunication costs and expenses together with VAT, if any, thereon.

Custodian's Fees

The Custodian shall receive a trustee fee of 0.02% of the Net Asset Value of the Company, accrued at each Valuation Point and shall be payable monthly in arrears. The Company shall also pay custody fees ranging from 0.0075% to 0.60% calculated by reference to the market value (determined in line with the "Net Asset Value and Valuation of Assets" below) of the investments that the Company may make in each relevant market. The Custodian's fees are calculated annually and are accrued at each Valuation Point, payable monthly in arrears, and subject to a minimum charge of US\$12,000 per annum.

The Custodian shall also be entitled to be repaid all of its disbursements out of the assets of the Company, including legal fees, couriers' fees and telecommunication costs and expenses and the fees, transaction charges and expenses of any sub-custodian appointed by it which shall be at normal commercial rates together with VAT, if any, thereon.

Paying Agents Fees

If appointed, fees and expenses of any Paying Agents appointed by the Company which will be at normal commercial rates together with VAT, if any, thereon will be borne by the Company.

All Shareholders of the Company may avail of the services provided by Paying Agents appointed by or on behalf of the Company.

Distributor's Fees/Sales Commissions

Shareholders may be subject to a sales commission calculated as a percentage of subscription monies subject to a maximum of 3% of the Net Asset Value per Share held by Shareholders. Such commission may be charged as a preliminary once off charge or as an annual commission payable over the term of investment by a Shareholder in a Class or as a contingent deferred sales charge. In the event of a contingent deferred sales charge being applied, an additional redemption fee will not be levied.

Redemption Fee

A redemption fee not exceeding 3% of the Net Asset Value of the Shares being redeemed may be imposed on the redemption of Shares which shall be retained by the Investment Manager for its sole use and benefit or as it may determine. Where Shares are being redeemed by a Shareholder within one year of purchase, the redemption fee will be charged. The Directors may differentiate between Shareholders of by waiving or reducing the redemption fee chargeable to certain Classes.

Conversion Fee

A conversion fee will not be charged for conversion from one Class to another.

Anti-Dilution Levy/Duties and Charges

The Directors reserve the right to impose “an anti-dilution levy” representing a provision for market spreads (the difference between the last traded prices at which assets are valued and/or bought or sold), and duties and charges and other dealing costs relating to the acquisition or disposal of assets and to preserve the value of the underlying assets of the Company, in the event of receipt for processing of net subscription or redemption requests exceeding 1% of the Net Asset Value of the Company including as a result of requests for converting from one Class(which shall for this purpose be treated as a redemption request) into another Class (which shall for this purpose be treated as a subscription request). Such provision will be added to the price at which Shares will be issued in the case of net subscription requests exceeding 1% of the Net Asset Value of the Company and deducted from the price at which Shares will be redeemed in the case of net redemption requests exceeding 1% of the Net Asset Value of the Company.

The Investment Manager may in addition apply a provision for market spreads and duties and charges in any other case where it considers such a provision to be in the best interests of the Company and in accordance with the requirements of the Central Bank.

Directors' Fees

The Articles of Association authorise the Directors to charge a fee for their services at a rate determined by the Directors. The Directors may therefore charge a maximum fee per Director of €15,000, plus VAT if any, per annum and may be entitled to special remuneration if called upon to perform any special or extra services to the Company. All Directors will be entitled to reimbursement by the Company for expenses properly incurred in connection with the business of the Company or the discharge of their duties.

Allocation of Fees and Expenses

All fees, expenses, duties and charges will be charged to the relevant Class in respect of which they were incurred. Where an expense is not considered by the Directors to be attributable to any one Class, the expense will normally be allocated to all Classes in proportion to the Net Asset Value of the Classes or otherwise on such basis as the Directors deem fair and equitable. In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Directors may calculate such fees or expenses on an estimated figure for yearly or other periods in advance and accrue them in equal proportions over any period. Asset based fees will be calculated based on the Net Asset Value of the Company prior to the deduction of Performance Fee accruals, if applicable.

Fee Increases

The rates of fees for the provision of services to any Class may be increased within the maximum levels stated above so long as at least one month's written notice of the new rate(s) is given to Shareholders of the relevant Class.

4. THE SHARES

General

Shares may be issued on any Dealing Day. Shares will be in registered form and denominated in the Base Currency or a currency attributable to a particular Class. Shares will have no par value and will first be issued on the first Dealing Day after expiry of the relevant Initial Offer Period for each Class at the initial price. Thereafter Shares shall be issued at the Net Asset Value per Share (subject to the addition of any Equalisation Credit as set out on page 40). Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of original written instructions from the relevant Shareholder.

The Directors may decline to accept any application for Shares without giving any reason and may restrict the ownership of Shares by any person, firm or corporation in certain circumstances including where such ownership would be in breach of any regulatory or legal requirement or might affect the tax status of the Company or might result in the Company suffering certain disadvantages which it might not otherwise suffer. Any restrictions applicable to a particular Class shall be specified with respect to that Class. Any person who holds Shares in contravention of restrictions imposed by the Directors or, by virtue of his holding, is in breach of the laws and regulations of any applicable jurisdiction or whose holding could, in the opinion of the Directors, cause the Company to incur any liability to taxation or to suffer any pecuniary disadvantage which it or the Shareholders or any or all of them might not otherwise have incurred or sustained or otherwise in circumstances which the Directors believe might be prejudicial to the interests of the Shareholders, shall indemnify the Company, the Investment Manager, the Distributor, the Custodian, the Administrator and the Shareholders for any loss suffered by it or them as a result of such person or persons acquiring or holding Shares in the Company.

The Directors have power under the Articles of Association to compulsorily redeem and/or cancel any Shares held or beneficially owned in contravention of any restrictions imposed by them or in breach of any law or regulation.

None of the Company, the Investment Manager, the Distributor, the Administrator or the Custodian or any of their respective directors, officers, employees or agents will be responsible or liable for the authenticity of instructions from Shareholders reasonably believed to be genuine and shall not be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorised or fraudulent instructions. The Distributor and the Administrator shall, however, employ reasonable procedures to confirm that instructions are genuine.

Subscriptions by US Persons

Shares may be issued or transferred to US Persons and Tax-Exempt US Investors provided that:

- (a) such US Person certifies that it is an "accredited investor" and a "qualified purchaser", in each case as defined under applicable US federal securities laws;
- (b) such issue or transfer does not result in a violation of the 1933 Act or the securities laws of any of the states of the United States;
- (c) such issue or transfer will not require the Company to register under the 1940 Act or to file a

- prospectus with the CFTC under the US Commodity Exchange Act, as amended;
- (d) such issue or transfer will not cause any assets of the Company to be treated as “plan assets” for the purposes of ERISA; and
 - (e) such issue or transfer will not result in any adverse regulatory or tax consequences to the Company, any Fund or the Shareholders as a whole.

Without limiting the generality of the foregoing, the Company will not accept any subscriptions from, and Shares may not be transferred to, any investor, whether or not a US Person if, immediately thereafter, Benefit Plan Investors would hold 25% (or such greater percentage as may be provided in regulations promulgated by the US Department of Labor) or more of the value of any Class of Shares in order to ensure that the assets of the Company would not be treated as “plan assets” for the purpose of Section 3(42) of ERISA and any regulations promulgated thereunder. If the assets of the Company were treated as “plan assets” of a Benefit Plan Investor, the Investment Manager would be a “fiduciary” (as defined in ERISA) with respect to each Benefit Plan Investor and would be subject to the obligations and liabilities imposed on fiduciaries by ERISA and/or the Internal Revenue Code. Moreover, the Company would be subject to various other requirements of ERISA and/or the Internal Revenue Code. The Company, in its sole discretion, may require the compulsory redemption of Shares held by Benefit Plan Investors to ensure that the value of interests held by Benefit Plan Investors does not equal or exceed the Benefit Plan Investor percentage of ownership limitation discussed above. The Company reserves the right, however, to waive, in the Directors’ sole discretion, the Benefit Plan Investor percentage of ownership limitation and thereafter to comply with ERISA or to amend the foregoing provisions in light of any amendment to ERISA or applicable regulations.

Each applicant for, and transferee of, Shares who is a US Person will be required to provide such representations, warranties or documentation as may be required by the Directors to ensure that these requirements are met prior to the issue or the registration of any transfer of Shares. If the transferee is not already a Shareholder, it will be required to complete the appropriate Application Form.

Abusive Trading Practices/Market Timing

The Directors generally encourage investors to invest in the Company as part of a long-term investment strategy and discourages excessive or short term or abusive trading practices. Such activities, sometimes referred to as “market timing”, may have a detrimental effect on the Company and the Shareholders. For example, depending upon various factors such as the size of the Company and the amount of its assets maintained in cash, short-term or excessive trading by Shareholders may interfere with the efficient management of the Company’s portfolio, increased transaction costs and taxes and may harm the performance of the Company.

The Directors seek to deter and prevent abusive trading practices and to reduce these risks, through several methods, including the following:

- (i) to the extent that there is a delay between a change in the value of a Company’s portfolio holdings and the time when that change is reflected in the Net Asset Value per Share, a Company is exposed to the risk that investors may seek to exploit this delay by purchasing or redeeming Shares at a Net Asset Value which does not reflect appropriate fair value prices. The Directors seek to deter and prevent this activity, sometimes referred to as “stale price arbitrage”, by the

appropriate use of its power to adjust the value of any investment having regard to relevant considerations in order to reflect the fair value of such investment.

- (ii) the Directors may monitor Shareholder account activities in order to detect and prevent excessive and disruptive trading practices and reserves the right to exercise its discretion to reject any subscription or conversion transaction without assigning any reason therefore and without payment of compensation if, in its judgement, the transaction may adversely affect the interest of the Company or its Shareholders. The Directors may also monitor Shareholder account activities for any patterns of frequent purchases and sales that appear to be made in response to short-term fluctuations in the Net Asset Value per Share and may take such action as it deems appropriate to restrict such activities including, if it so determines, levying a redemption fee of up to 3% per cent of the Net Asset Value of Shares the subject of a redemption request.

There can be no assurances that abusive trading practices can be mitigated or eliminated. For example nominee accounts in which purchases and sales of Shares by multiple investors may be aggregated for dealing with the Company on a net basis, conceal the identity of underlying investors in a Company which makes it more difficult for the Directors and their delegates to identify abusive trading practices.

Offer of Shares

The Shares will be offered for the Class N, Class O, Class P and Class Q Shares during the Initial Offer Period at the Initial Price as set out in “Classes of Shares” above and subject to acceptance of applications for Shares, and will be issued for the first time on the first Dealing Day after expiry of the initial offer period. A sales charge as detailed under the heading “Distributor’s Fees/Sales Commissions” may be added to the Initial Price. The initial offer period may be shortened or extended by the Directors. The Central Bank will be notified of any such shortening or extension if subscriptions for Shares have been received and otherwise on a quarterly basis. After closing of the initial offer period Shares in the Fund will be issued at the Net Asset Value per Share

A sales charge as detailed above under the heading “Distributor’s Fees/Sales Commissions” may be added to the subscription price. The initial offer period of any Classes created in the future will be determined by the Directors. The Central Bank will be notified in advance of the initial offer period and any changes thereto and otherwise on a quarterly basis. After closing of the initial offer period Shares in the Company will be issued.

Minimum Subscription

Each investor must subscribe the minimum as described in the Definitions Section above.

The Directors reserve the right to differentiate between Shareholders and to waive or reduce the Minimum Subscription for certain investors.

Application for Shares

Applications for Shares may be made through the Administrator on behalf of the Company. Applications accepted and received by the Administrator prior to the Dealing Deadline for any Dealing Day will be

processed on that Dealing Day. Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day unless the Directors in their absolute discretion otherwise determine to accept one or more applications received after the Dealing Deadline for processing on that Dealing Day provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day.

Initial applications should be made using an Application Form obtained from the Distributor but may, if the Directors so determines, be made by telefax subject to prompt transmission to the Distributor or the Administrator of the original signed Application Form and such other papers (such as documentation relating to money laundering prevention checks) as may be required by the Directors or their delegate. Subsequent applications to purchase Shares following the initial subscription may be made to the Distributor by telefax order with a requirement to submit original documentation as soon as possible thereafter and such applications should contain such information as may be specified from time to time by the Directors or their delegate. Amendments to a Shareholder's registration details and payment instructions will only be made following receipt of original written instructions from the relevant Shareholder.

Fractions

Subscription monies representing less than the subscription price for a Share will not be returned to the investor. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than **0.01** of a Share.

Subscription monies, representing less than **0.01** of a Share will not be returned to the investor but will be retained by the Company in order to defray administration costs.

Method of Payment

Subscription payments net of all bank charges should be paid by CHAPS, SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form enclosed with this Prospectus. Other methods of payment are subject to the prior approval of the Directors. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

Currency of Payment

Subscription monies are normally payable in the currency of the relevant Class. However, the Company may accept payment in such other currencies as the Investment Manager may agree at the prevailing exchange rate quoted by the Distributor. The cost and risk of converting currency will be borne by the investor.

Timing of Payment

Payment in respect of subscriptions must be received in cleared funds by the Custodian no later than 3 Business Days after the relevant Dealing Day provided that the Investment Manager reserves the right to

defer the issue of Shares until receipt of cleared subscription monies by the Company. If payment in cleared funds in respect of a subscription has not been received by the relevant time, the Investment Manager or its delegate may (and in the event of non-clearance of funds, shall) cancel the allotment and/or charge the investor interest at the 7 day London Interbank Offered Rate as fixed by the British Banking Association (LIBOR) + 1%, which will be paid into the Company together with an administration fee of £100, which is payable to the Investment Manager. The Investment Manager may waive either of such charges in whole or in part. In addition, the Investment Manager has the right to sell all or part of the investor's holding of Shares in order to meet such charges.

Confirmation of Ownership

Confirmation of each purchase of Shares will be sent to Shareholders within 48 hours of the purchase being made. Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders and no certificates will be issued.

Any of the Investment Manager, the Administrator and the Distributor on behalf of the Company may reject any application in whole or in part without giving any reason for such rejection in which event the subscription monies or any balance thereof will be returned without interest, expenses or compensation to the applicant by transfer to the applicant's designated account or by post at the applicant's risk.

Money Laundering and Countering Terrorist Financing Measures

Measures aimed at the prevention of money laundering and terrorist financing will require a detailed verification of the investor's identity, address and source of funds and where applicable the beneficial owner on a risk sensitive basis and the ongoing monitoring of the business relationship. Politically exposed persons ("PEPs"), an individual who is or has, at any time in the preceding year, been entrusted with prominent public functions, and immediate family member, or persons known to close associates of such persons, must also be identified. Depending on the circumstances of each application, a detailed verification might not be required where, for example, the application is made through a recognised intermediary. This exception will only apply if the intermediary referred to above is located within a country recognised in Ireland as having equivalent anti-money laundering and counter terrorist financing regulations or satisfies other applicable conditions and the investor produces a letter of undertaking from the recognised intermediary. Intermediaries cannot rely on third parties to meet the obligation to monitor the ongoing business relationship with an investor which remains their ultimate responsibility.

The Administrator and the Company each reserves the right to request such information as is necessary to verify the identity of an investor. Verification of the investor's identity may take place after the account holder has opened a bank account provided that there are adequate safeguards in place to ensure that transactions are not carried out by or on behalf of the account holder (including any payment from the account to the account holder) before verification has been completed. In the event of delay or failure by an investor or applicant to produce any information required for verification purposes, the Administrator or the Company may refuse to accept the application, subscription monies and cease or refuse to make redemption payments.

The Administrator will notify applicants, as set out in the application form, what proof of identity is required. By way of example, an individual may be required to produce a copy of a passport or identification card,

which shows a photograph, signature and date of birth, duly certified by a public authority such as a notary public, the police or the ambassador in their country of residence, together with two items evidencing their address such as a utility bill or bank statement no older than six months from the date of issue. In the case of corporate applicants this may require production of a certified copy of the certificate of incorporation (and any change of name) and of the memorandum and articles of association (or equivalent) and of the names and residential and business addresses of all directors and beneficial owners and a certified authorised signatory list and properly authorised mandate of the directors of such applicant approving the making of the investment in the Company.

Each applicant for Shares will be required to make such representations as may be required by the Directors in connection with anti-money laundering programmes, including, without limitation, representations that such applicant is not a prohibited country, territory, individual or entity listed on the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") website and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene United States federal or state, or international, laws and regulations, including anti-money laundering laws and regulations.

The details given above are by way of example only and the Administrator will request such information and documentation as it considers is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and the subscription monies relating thereto or may refuse to settle a redemption request until proper information has been provided.

The Administrator reserves the right to seek further documentary identification or verification in order to update adequately its records in compliance with all applicable legislation and regulation or internal policy of the Administrator as applied from time to time notwithstanding the fact that the applicant may have subscribed prior to such legislation, regulation or change in the Administrator's policy coming into force. As soon as it is reasonably practicable after such a change, the Shareholder agrees to provide to the Administrator with such further documentary identification or verification as the Administrator may reasonably request. Investor details may only be amended upon receipt by the Administrator of original documentation from the investor.

Investors will be required to acknowledge and agree that, where they fail to meet all of the Administrator's verification and identification policies as applied from time to time, the Administrator, after notification to the Directors where relevant, may refuse to issue statements of account in respect of their holding in the Company until they comply with such applicable verification and identification standards.

Data Protection

Prospective investors should note that by completing the Application Form they are providing personal information to the Company, which may constitute personal data within the meaning of data protection legislation in Ireland. This data will be used for the purposes of client identification, administration, statistical analysis, market research, to comply with any applicable legal or regulatory requirements and, if an applicant's consent is given, for direct marketing purposes. Details relating to the identity of

Shareholders may be required by the regulatory or other governmental authorities of one or more of the countries in which the Company invests. Data may be disclosed to third parties including regulatory bodies, tax authorities in accordance with the European Savings Directive, delegates, advisers and service providers of the Company and their or the Company's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including outside the EEA) for the purposes specified. By signing the Application Form, investors consent to the obtaining, holding, use, disclosure and processing of data for any one or more of the purposes set out in the Application Form. Investors have a right to obtain a copy of their personal data kept by the Company on payment of a fee and the right to rectify any inaccuracies in personal data held by the Company.

Redemption of Shares

Shareholders may redeem their Shares on and with effect from any Dealing Day at the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day by serving a Redemption Notice on the Administrator.

Redemption Notices should be made to the Administrator whose details are set out in the Application Form on behalf of the Company by way of a signed original redemption form.

Any requests for redemption received after the Dealing Deadline for a Dealing Day will be processed on the next Dealing Day unless the Investment Manager in its absolute discretion determines otherwise. Redemption requests will only be accepted for processing where cleared funds and completed documents including documentation relating to money laundering prevention checks are in place from original subscriptions. Redemption Notices will only be accepted for processing on receipt of faxed instructions where payment is made to the account of record. No redemption payment will be made until the original subscription Application Form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed.

The redemption price per Share shall be the Net Asset Value per Share. However, the Directors are empowered to charge a redemption fee of up to 3% of the Net Asset Value of the Shares being redeemed and may exercise their discretion in this respect if they have reason to believe that any Shareholder requesting redemption is attempting any form of arbitrage on the yield of Shares. A redemption fee of 3% of the Net Asset Value per Share will be imposed on all Shares redeemed within one year of subscription.

Method of Payment

Redemption payments will be made to the bank account detailed on the Application Form or as subsequently notified to the Administrator. Redemption payments following processing of instruments received by telefax will only be made to the account of record of a Shareholder.

Currency of Payment

Shareholders will normally be repaid in the currency of the relevant Class. If, however, a Shareholder requests to be repaid in any other freely convertible currency, the necessary foreign exchange transaction

may be arranged by the Administrator (at its discretion) on behalf of and for the account, risk and expense of the Shareholder.

Timing of Payment

Redemption proceeds in respect of Shares will be paid on/within 10 calendar days of the Dealing Deadline for the relevant Dealing Day provided that all the required documentation has been furnished to and received by the Administrator.

Withdrawal of Redemption Requests

Requests for redemption may not be withdrawn save with the written consent of the Company or its authorised agent or in the event of suspension of calculation of the Net Asset Value of the Company.

Shares will not receive or be credited with any dividend paid on or after the Dealing Day on which they were redeemed.

If the number of Shares to be redeemed on any Dealing Day equals one tenth or more of the total number of Shares in issue on that day the Directors or their delegate may at their discretion refuse to redeem any Shares in excess of one tenth of the total number of Shares in issue as aforesaid and, if they so refuse, the requests for redemption on such Dealing Day shall be reduced pro rata and Shares which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all Shares to which the original request related have been redeemed. Redemption requests which have been carried forward from an earlier Dealing Day shall (subject always to the foregoing limits) be complied with in priority to later requests.

The Company may, with the consent of the individual Shareholders, satisfy any request for redemption of Shares by the transfer in specie to those Shareholders of assets of the Company having a value equal to the redemption price for the Shares redeemed as if the redemption proceeds were paid in cash less any redemption charge and other expenses of the transfer provided that any Shareholder requesting redemption shall be entitled to request the sale of any asset or assets proposed to be distributed in specie and the distribution to such Shareholder of the cash proceeds of such sale, the costs of which shall be borne by the relevant Shareholder. Asset allocation on a redemption in specie will be subject to the approval of the Custodian.

A determination to provide redemption in specie may be solely at the discretion of the Investment Manager where the redeeming Shareholder requests redemption of a number of Shares that represents 5% or more of the Net Asset Value of the Company. In this event the Company will, if requested, sell the assets on behalf of the Shareholder and the cost of such sale will be charged to the Shareholder.

Compulsory Redemption of Shares/Deduction of Tax

Shareholders are required to notify the Administrator/Distributor through whom Shares have been purchased immediately if they become US Persons or persons who are otherwise subject to restrictions on ownership imposed by the Directors and such Shareholders may be required to redeem or transfer their Shares. The Company may redeem any Shares which are or become owned, directly or indirectly, by

or for the benefit of any person in breach of any restrictions on ownership from time to time specified by the Directors or if the holding of Shares by any person is unlawful or is likely to result or results in any tax, fiscal, legal, regulatory, pecuniary liability or disadvantage or material administrative disadvantage to any of the Company or Shareholders. Any such redemption will be effected on a Dealing Day at the Net Asset Value per Share calculated on or with respect to the relevant Dealing Day on which the Shares are to be redeemed. The Company may apply the proceeds of such compulsory redemption in the discharge of any taxation or withholding tax arising as a result of the holding or beneficial ownership of Shares by a Shareholder including any interest or penalties payable thereon. The attention of investors in relation to the Section of this Prospectus entitled "Taxation" and in particular the section therein headed "Irish Taxation" which details circumstances in which the Company shall be entitled to deduct from payments to Shareholders who are resident or ordinarily resident in Ireland amounts in respect of liability of to Irish taxation including any penalties and interest thereon and/or compulsorily redeem Shares to discharge such liability. Relevant Shareholders will indemnify and keep the Company indemnified against loss arising to the Company by reason of the Company becoming liable to account for tax on the happening of an event giving rise to a charge to taxation.

The Company may also compel the redemption of any part of the shareholding of any shareholder that is a Benefit Plan Investor so as to ensure that restrictions on Benefit Plan Investors described herein are not exceeded.

Total Redemption of Shares

All of the Shares of any Class may be redeemed:

- (a) on the giving by the Company of not less than four nor more than twelve weeks' notice expiring on a Dealing Day to Shareholders of its intention to redeem such Shares; or
- (b) if the holders of 75% in value of the relevant Class resolve at a meeting of the Shareholders duly convened and held that such Shares should be redeemed.

Conversion of Shares

Subject to the Minimum Subscription and minimum transaction requirements of the relevant Classes, Shareholders may request the conversion of some or all of their Shares in one Class ("the Original Class") to Shares in another Class (the "New Class") in accordance with the formula and procedures specified below. Requests for conversion of Shares should be made to the Administrator by original written communication or such other means as may be permitted by the Directors and should include such information as may be specified from time to time by the Directors or their delegate. Requests for conversion should be received prior to the earlier of the Dealing Deadline for redemptions in the Original Class and the Dealing Deadline for subscriptions in the New Class. Any applications received after such time will be dealt with on the next Dealing Day, unless the Investment Manager in its absolute discretion otherwise determines. Conversion requests will only be accepted where cleared funds and completed documents are in place from original subscriptions.

Fractions of Shares which shall not be less than 0.01 of a Share may be issued by the Company on conversion where the value of Shares converted from the Original Class are not sufficient to purchase an

integral number of Shares in the New Class and any balance representing less than 0.01 of a Share will be retained by the Company in order to defray administration costs.

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

$$S = \frac{(R \times NAV \times ER) - F}{SP}$$

where

S is the number of Shares of the New Class to be allotted.

R is the number of Shares in the Original Class to be redeemed.

NAV is the Net Asset Value per Share of the Original Class at the Valuation Point on the relevant Dealing Day.

ER is the currency conversion factor (if any) as determined by the Administrator.

F is the conversion charge (if any is imposed in the future as may be disclosed in an amended Prospectus from time to time) of up to 1% of the Net Asset Value of the Shares to be issued in the New Class.

SP is the Net Asset Value per Share of the New Class at the Valuation Point on the relevant Dealing Day.

Withdrawal of Conversion Requests

Conversion requests may not be withdrawn save with the written consent of the Company or its authorised agent or in the event of a suspension of calculation of the Net Asset Value of the Company or a Class in respect of which the conversion request was made.

Net Asset Value and Valuation of Assets

The Net Asset Value of the Company or, each Class will be calculated by the Administrator as at the Valuation Point on or with respect to each Dealing Day in accordance with the Articles of Association. The Net Asset Value of the Company shall be determined as at the Valuation Point for the relevant Dealing Day by valuing the assets of the Company (including income accrued but not collected) and deducting the liabilities of the Company (including a provision for duties and charges, accrued expenses and fees and other liabilities). The Net Asset Value attributable to a Class shall be determined as at the Valuation Point for the relevant Dealing Day by calculating that portion of the Net Asset Value of the Company attributable to the relevant Class subject to adjustment to take account of assets and/or liabilities attributable to the Class. The Net Asset Value of the Company will be expressed in the Base Currency, or in such other

currency as the Directors may determine either generally or in relation to a particular Class or in a specific case.

The Net Asset Value per Share shall be calculated by dividing the Net Asset Value of the Company or attributable to a Class by the total number of Shares in issue / deemed to be in issue in the Company or Class at the relevant Valuation Point and rounding the resulting total to 2 decimal places.

In determining the Net Asset Value of the Company:-

- (a) Securities which are quoted, listed or traded on a Recognised Exchange save as hereinafter provided at (d), (e), (f), (g), (h) and (i) will be valued at last traded prices. Where a security is listed or dealt in on more than one Recognised Exchange the relevant exchange or market shall be the principal stock exchange or market on which the security is listed or dealt on or the exchange or market which the Directors determine provides the fairest criteria in determining a value for the relevant investment. Investments listed or traded on a Recognised Exchange, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that a competent person shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the security.
- (b) The value of any security which is not quoted, listed or dealt in on a Recognised Exchange or which is so quoted, listed or dealt but for which no such quotation or value is available or the available quotation or value is not representative of the fair market value shall be the probable realisation value as estimated with care and good faith by (i) the Directors or (ii) a competent person, firm or corporation (including the Investment Manager) selected by the Directors and approved for the purpose by the Custodian or (iii) any other means provided that the value is approved by a competent person. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined using matrix methodology compiled by the Directors whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.
- (c) Cash on hand or on deposit will be valued at its nominal value plus accrued interest, where applicable, to the end of the relevant day on which the Valuation Point occurs.
- (d) Derivative contracts traded on a regulated market shall be valued at the settlement price as determined by the market. If the settlement price is not available, the value shall be the probable realisation value estimated with care and in good faith by (i) the Directors or the Investment Manager or (ii) a competent person firm or corporation selected by the Directors and approved for the purpose by the Custodian or (iii) any other means provided that the value is approved by a competent person (such competent person having been approved for the purpose by the Custodian). Derivative contracts which are not traded on a regulated market including without limitation swap contracts will be valued at the latest daily valuation obtained from the counterparty to the transaction provided that the valuation is approved or verified at least weekly by an independent party or by the Investment Manager (who must be independent of the relevant counterparty), each approved for the purpose by the Custodian or will be valued weekly on the basis of an alternative valuation, which will follow international best practice and adhere to the

principles of valuation of over the counter instruments established by bodies such as IOSCO and AIMA and provided by a competent person appointed by the Investment Manager and approved for the purpose by the Custodian or by any other means provided the value is approved by the Custodian. Any valuation not obtained from the counterparty will be reconciled to the counterparty valuation on a monthly basis and where significant differences arise between the valuations these will be promptly investigated and explained.

- (e) Forward foreign exchange contracts shall be valued in the same manner as derivatives contracts which are not traded in a regulated market or by reference to the price at the Valuation Point at which a new forward contract of the same size and maturity could be undertaken.
- (f) Notwithstanding paragraph (a) above units in collective investment schemes shall be valued at the latest available net asset value per unit or bid price as published by the relevant collection investment scheme or, if listed or traded on a Recognised Exchange, in accordance with (a) above.
- (g) The Directors may value any security with a known residual maturity of fifteen months or less using the amortised cost method of valuation whereby the security is valued at its acquisition cost adjusted for amortisation of premium or accretion of discount on the securities. The Directors or their delegates shall review or cause a review to take place of deviations between the amortised method of valuation and the market value of investments in accordance with the Central Bank's guidelines.
- (h) The Directors may value floating rate instruments using the amortised cost method of valuation where such floating rate instruments:
 - (i) have an annual or shorter reset date; and
 - (ii) are determined by the Directors to have a market value that approximates the amortised cost valuation; and
 - (iii) have a residual value of two years or less or, in the case of high credit quality instruments, up to five years provided that procedures are adopted for instruments having a residual maturity of between two and five years to ensure that the valuation produced does not vary significantly from its true market value.
- (i) The Directors may value securities having a residual maturity not exceeding six months using the amortised cost method of valuation.
- (j) The Directors may adjust the value of any investment if having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.

- (k) Any value expressed otherwise than in the Base Currency of the Company shall be converted into the Base Currency of the Company at the exchange rate (whether official or otherwise) which the Directors shall determine to be appropriate.
- (l) Where the value of any investment is not ascertainable as described above, the value shall be the probable realisation value estimated by the Directors with care and in good faith or by a competent person approved for the purpose by the Custodian.
- (m) If the Directors deem it necessary a specific investment may be valued under an alternative method of valuation chosen by the Directors and approved by the Custodian.

In calculating the value of assets of the Company the following principles will apply:

- (a) in determining the value of investments of the Company (a) the Directors may value the investments of the Company (i) at lowest market dealing bid prices where on any Dealing Day the value of all redemption requests received exceeds the value of all applications for Shares received for that Dealing Day or at highest market dealing offer prices where on any Dealing Day the value of all applications for Shares received for that Dealing Day exceeds the value of all redemption requests received for that Dealing Day, in each case in order to preserve the value of the Shares held by existing Shareholders; (ii) at bid and offer prices where a bid and offer value is used to determine the price at which Shares are issued and redeemed; or (iii) at mid prices; provided in each case that the valuation policy selected by the Directors shall be applied consistently with respect to the Company and each category of Assets for so long as the Company is operated on a going concern basis. Every Share agreed to be issued by the Directors with respect to each Dealing Day shall be deemed to be in issue at the Valuation Point for the relevant Dealing Day and the assets of the Company shall be deemed to include not only cash and property in the hands of the Custodian but also the amount of any cash or other property to be received in respect of Shares agreed to be issued after deducting therefrom (in the case of Shares agreed to be issued for cash) or providing for preliminary charges;
- (b) where investments have been agreed to be purchased or sold but such purchase or sale has not been completed, such investments shall be included / excluded and the gross purchase or net sale consideration excluded or included as the case may require as if such purchase or sale had been duly completed;
- (c) there shall be added to the assets of the Company any actual or estimated amount of any taxation of a capital nature which may be recoverable by the Company which is attributable to that Company;
- (d) there shall be added to the assets of the Company a sum representing any interest, dividends or other income accrued but not received and a sum representing unamortised expenses;
- (e) there shall be added to the assets of the Company the total amount (whether actual or estimated by the Directors or their delegate) of any claims for repayment of any taxation levied on income or capital gains including claims in respect of double taxation relief; and

- (f) where notice of the redemption of Shares has been received by the Company with respect to a Dealing Day and the cancellation of such Shares has not been completed, the Shares to be redeemed shall be deemed not to be in issue at the Valuation Point and the value of the assets of the Company shall be deemed to be reduced by the amount payable upon such redemption;
- (g) there shall be deducted from the assets of the Company:
 - (i) the total amount of any actual or estimated liabilities properly payable out of the assets of the Company including any and all outstanding borrowings of the Company in respect of the Company, interest, fees and expenses payable on such borrowings and any estimated liability for tax and such amount in respect of contingent or projected expenses as the Directors consider fair and reasonable as of the relevant Valuation Point;
 - (ii) such sum in respect of tax (if any) on income or capital gains realised on the investments of the Company as in the estimate of the Directors will become payable;
 - (iii) the amount (if any) of any distribution declared but not distributed in respect thereof;
 - (iv) the remuneration of the Administrator, the Custodian, the Investment Manager, any Distributor and any other providers of services to the Company accrued but remaining unpaid together with a sum equal to the value added tax chargeable thereon (if any);
 - (v) the total amount (whether actual or estimated by the Directors) of any other liabilities properly payable out of the assets of the Company (including all establishment, operational and ongoing administrative fees, costs and expenses) as of the relevant Valuation Point;
 - (vi) an amount as of the relevant Valuation Point representing the projected liability of the Company in respect of costs and expenses to be incurred by the Company in the event of a subsequent liquidation;
 - (vii) an amount as of the relevant Valuation Point representing the projected liability of the relevant calls on Shares in respect of any warrants issued and/or options written by the Company or Class of Shares; and
 - (viii) any other liability which may properly be deducted.

In the absence of negligence, fraud or wilful default, every decision taken by the Directors or any committee of the Directors or by the Investment Manager or any duly authorised person on behalf of the Company in calculating the Net Asset Value of the Company or a Class or the Net Asset Value per Share shall be final and binding on the Company and on present, past or future Shareholders.

Publication of Net Asset Value per Share

When calculated, the Net Asset Value will be published as specified in the Section of this Prospectus entitled "The Company".

Suspension of Valuation of Assets

The Directors may at any time and from time to time temporarily suspend the determination of the Net Asset Value of the Company or attributable to a Class and the issue, conversion and redemption of Shares in any Class:

- a) during the whole or part of any period (other than for ordinary holidays or customary weekends) when any of the Recognised Markets on which the Company's investments are quoted, listed, traded or dealt are closed or during which dealings therein are restricted or suspended or trading is suspended or restricted; or
- b) during the whole or part of any period when circumstances outside the control of the Directors exist as a result of which any disposal or valuation of investments of the Company is not reasonably practicable or would be detrimental to the interests of Shareholders or it is not possible to transfer monies involved in the acquisition or disposition of investments to or from the relevant account of the Company; or
- c) during the whole or any part of any period when any breakdown occurs in the means of communication normally employed in determining the value of any of the Company's investments; or
- d) during the whole or any part of any period when for any reason the value of any of the Company's investments cannot be reasonably, promptly or accurately ascertained;
- e) during the whole or any part of any period when subscription proceeds cannot be transmitted to or from the account of the Company is unable to repatriate funds required for making redemption payments or when such payments cannot, in the opinion of the Directors, be carried out at normal rates of exchange;
- f) upon mutual agreement between the Company and the Custodian for the purpose of winding up the Company; or
- g) if any other reason makes it impossible or impracticable to determine the value of a substantial portion of the investments or the Company.

Any suspension of valuation shall be notified to the Central Bank and the Custodian without delay and, in any event, within the same Dealing Day and shall be published on Bloomberg. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

The Central Bank may also require that the Company temporarily suspend the determination of the Net Asset Value and the issue and redemption of Shares if it decides that it is in the best interests of the general public and the Shareholders to do so.

Dividends and Distributions

The Directors are empowered to declare and pay dividends on Shares issued in any Class in the Company.

Taxation on the occurrence of certain events

The attention of investors is drawn to the Section of this Prospectus headed “Taxation” below.

5. TAXATION

General

The Sections below on Irish and United Kingdom taxation are brief summaries of the tax advice received by the Directors relating to current law and practice which may be subject to change and interpretation. The attention of Shareholders who are US Persons is drawn to the discussion of certain United States tax considerations in the relevant Application Form for such Shareholders.

The information given is not exhaustive and does not constitute legal or tax advice. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, switching or disposing of Shares under the laws of the jurisdictions in which they may be subject to tax. Investors are also advised to inform themselves as to any exchange control regulations applicable in their country of residence.

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

Irish Taxation

The Directors have been advised that on the basis that the Company is resident in Ireland for taxation purposes the taxation position of the Company and the Shareholders is as set out below.

The Company

The Company will be regarded as resident in Ireland for tax purposes if the central management and control of its business is exercised in Ireland and the Company is not regarded as resident elsewhere. It is the intention of the Directors that the business of the Company will be conducted in such a manner as to ensure that it is Irish resident for tax purposes.

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

However, tax can arise on the happening of a “chargeable event” in the Company. A chargeable event includes any distribution payments to Shareholders or any encashment, redemption, cancellation, transfer or deemed disposal (a deemed disposal will occur at the expiration of a Relevant Period) of Shares or the appropriation or cancellation of Shares of a Shareholder by the Company for the purposes of meeting the amount of tax payable on a gain arising on a transfer. No tax will arise on the Company in respect of chargeable events in respect of a Shareholder who is neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event provided that a Relevant Declaration is in place and the

Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of a Relevant Declaration and subject to satisfying the new measures introduced by the Finance Act 2010 (see below) there is a presumption that the investor is Irish Resident or Ordinarily Resident in Ireland. A chargeable event does not include:

- An exchange by a Shareholder, effected by way of an arms length bargain where no payment is made to the Shareholder, of Shares for other Shares;
- Any transactions (which might otherwise be a chargeable event) in relation to shares held in a recognised clearing system as designated by order of the Irish Revenue Commissioners;
- A transfer by a Shareholder of the entitlement to a Share where the transfer is between spouses and former spouses, subject to certain conditions; or
- An exchange of Shares arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the Company with another investment undertaking.

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

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

Stamp Duty

No stamp duty is payable in Ireland on the issue, transfer, repurchase or redemption of Shares in the Company. Where any subscription for or redemption of Shares is satisfied by the in specie transfer of securities, property or other types of assets, Irish stamp duty may arise on the transfer of such assets.

No Irish stamp duty will be payable by the Company on the conveyance or transfer of stock or marketable securities provided that the stock or marketable securities in question have not been issued by a company registered in Ireland and provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property or to any stocks or marketable securities of a company (other than a company which is an investment undertaking within the meaning of Section 739B (1) of the Taxes Act) which is registered in Ireland.

Shareholders Tax

Shares which are held in a Recognised Clearing System

Any payments to a Shareholder or any encashment, redemption, cancellation or transfer of Shares held in

a Recognised Clearing System will not give rise to a chargeable event in the Company (there is however ambiguity in the legislation as to whether the rules outlined in this paragraph with regard to Shares held in a Recognised Clearing System, apply in the case of chargeable events arising on a deemed disposal, therefore, as previously advised, Shareholders should seek their own tax advice in this regard). Thus the Company will not have to deduct any Irish taxes on such payments regardless of whether they are held by Shareholders who are Irish Residents or Ordinarily Resident in Ireland, or whether a non-resident Shareholder has made a Relevant Declaration. However, Shareholders who are Irish Resident or Ordinarily Resident in Ireland or who are not Irish Resident or Ordinarily Resident in Ireland but whose Shares are attributable to a branch or agency in Ireland may still have a liability to account for Irish tax on a distribution or encashment, redemption or transfer of their Shares.

To the extent any Shares are not held in a Recognised Clearing System at the time of a chargeable event (and subject to the point made in the previous paragraph in relation to a chargeable event arising on a deemed disposal), the following tax consequences will typically arise on a chargeable event.

Shareholders who are neither Irish Residents nor Ordinarily Resident in Ireland

The Company will not have to deduct tax on the occasion of a chargeable event in respect of a Shareholder if (a) the Shareholder is neither Irish Resident nor Ordinarily Resident in Ireland, (b) the Shareholder has made a Relevant Declaration on or about the time when the Shares are applied for or acquired by the Shareholder and (c) the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of a Relevant Declaration (provided in a timely manner) and subject to the Company satisfying and availing of the new measures introduced by the Finance Act 2010 (see paragraph headed "*Finance Act 2010 – (the "Act")*" below) tax will arise on the happening of a chargeable event in the Company regardless of the fact that a Shareholder is neither Irish Resident nor Ordinarily Resident in Ireland. The appropriate tax that will be deducted is as described below.

To the extent that a Shareholder is acting as an Intermediary on behalf of persons who are neither Irish Resident nor Ordinarily Resident in Ireland no tax will have to be deducted by the Company on the occasion of a chargeable event provided that (i) the Company satisfied and availed of the new measures introduced by the Finance Act 2010 or (ii) the Intermediary has made a Relevant Declaration that he/she is acting on behalf of such persons and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

Shareholders who are neither Irish Residents nor Ordinarily Resident in Ireland and either (i) the Company has satisfied and availed of the new measures introduced by the Finance Act 2010 or (ii) such Shareholders have made Relevant Declarations in respect of which the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct, will not be liable to Irish tax in respect of income from their Shares and gains made on the disposal of their Shares. However, any corporate Shareholder which is not Irish Resident and which holds Shares directly or indirectly by or for a trading branch or agency in Ireland will be liable to Irish tax on income from their Shares or gains made on disposals of the Shares.

Where tax is withheld by the Company on the basis that no Relevant Declaration has been filed with the

Company by the Shareholder, Irish legislation provides for a refund of tax only to companies within the charge to Irish corporation tax, to certain incapacitated persons and in certain other limited circumstances.

Shareholders who are Irish Residents or Ordinarily Resident in Ireland

Unless a Shareholder is an Exempt Irish Investor and makes a Relevant Declaration to that effect and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct or unless the Shares are purchased by the Courts Service, tax at the rate of 25% will be required to be deducted by the Company from a distribution (where payments are made annually or at more frequent intervals) to a Shareholder who is Irish Resident or Ordinarily Resident in Ireland. Similarly, tax at the rate of 28% will have to be deducted by the Company on any other distribution or gain arising to the Shareholder (other than an Exempt Irish Investor who has made a Relevant Declaration) on an encashment, redemption, cancellation, transfer or deemed disposal (see below) of Shares by a Shareholder who is Irish Resident or Ordinarily Resident in Ireland.

An automatic exit tax exists for Shareholders who are Irish Resident or Ordinarily Resident in Ireland in respect of Shares held by them in the Company at the ending of a Relevant Period. Such Shareholders (both companies and individuals) will be deemed to have disposed of their Shares ("deemed disposal") at the expiration of that Relevant Period and will be charged to tax at the rate of 28% on any deemed gain (calculated without the benefit of indexation relief) accruing to them based on the increased value (if any) of the Shares since purchase or since the previous exit tax applied, whichever is later.

For the purposes of calculating if any further tax arises on a subsequent chargeable event (other than chargeable events arising from the ending of a subsequent Relevant Period or where payments are made annually or at more frequent intervals), the preceding deemed disposal is initially ignored and the appropriate tax calculated as normal. Upon calculation of this tax, credit is immediately given against this tax for any tax paid as a result of the preceding deemed disposal. Where the tax arising on the subsequent chargeable event is greater than that which arose on the preceding deemed disposal, the Company will have to deduct the difference. Where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal, the Company will refund the Shareholder for the excess (subject to the paragraph headed "*15% threshold*" below).

10% Threshold

The Company will not have to deduct tax ("exit tax") in respect of this deemed disposal where the value of the chargeable units (i.e. those Shares held by Shareholders to whom the declaration procedures do not apply) in the Company (or in the sub-fund within an umbrella scheme) is less than 10% of the value of the total Shares in the Company (or in the sub-fund) and the Company has made an election to report certain details in respect of each affected Shareholder to the Irish Revenue Commissioners (the "Affected Shareholder") in each year that the de minimus limit applies. In such a situation the obligation to account for the tax on any gain arising on a deemed disposal will be the responsibility of the Shareholder on a self assessment basis ("self-assessors") as opposed to the Company or Sub-Fund (or their service providers).

The Company is deemed to have made the election to report once it has advised the Affected Shareholders in writing that it will make the required report.

15 % Threshold

As previously stated where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal (e.g. due to a subsequent loss on an actual disposal), the Company will refund the Shareholder the excess. Where however immediately before the subsequent chargeable event, the value of chargeable units in the Company (or in the sub-fund within an umbrella scheme) does not exceed 15% of the value of the total Shares, the Company (or sub-fund) may elect to have any excess tax arising repaid directly by Irish Revenue Commissioners to the Shareholder. The Company is deemed to have made this election once it notifies the Shareholder in writing that any repayment due will be made directly Irish Revenue Commissioners on receipt of a claim by the Shareholder.

Other

To avoid multiple deemed disposal events for multiple shares an irrevocable election under Section 739D(5B) can be made by the Company to value the shares held at the 30th June or 31st December of each year prior to the deemed disposal occurring. While the legislation is ambiguous, it is generally understood that the intention is to permit a fund to group shares in six month batches and thereby make it easier to calculate the exit tax by avoiding having to carry out valuations at various dates during the year resulting in a large administrative burden.

The Irish Revenue Commissioners provided updated investment undertaking guidance notes which deal with the practical aspects of how the above calculations/objectives will be accomplished.

Shareholders (depending on their own personal tax position) who are Irish Resident or Ordinarily Resident in Ireland may still be required to pay tax or further tax on a distribution or gain arising on an encashment, redemption, cancellation, transfer or deemed disposal of their Shares. Alternatively they may be entitled to a refund of all or part of any tax deducted by the Company on a chargeable event.

Personal Portfolio Investment Undertaking ("PPIU")

The Company may also be considered a personal portfolio investment undertaking ("PPIU"). in relation to a specific Irish Resident or Ordinarily Resident in Ireland investor where that investor can influence the selection of some or all of the property held by the investment undertaking. Depending on individuals' circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will only be a PPIU in respect of those individuals' who can "influence" selection.

Any gain arising on a chargeable event in relation to an investment undertaking which is a PPIU in respect of an individual will be taxed at the standard rate plus 28 per cent (currently 48%). Specific exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking. Further restrictions may be required in the case of investments in land or unquoted shares deriving their value from land.

For the avoidance of doubt the above PPIU provisions are not relevant for Shareholders who are (i) neither Irish Resident nor Ordinarily Resident in Ireland, or (ii) Exempt Irish Investors, provided in both cases a Relevant Declaration is in place in respect of each such Shareholder and the Company is not in possession of any information which would reasonably suggest that the information contained therein is no

longer materially correct.

Capital Acquisitions Tax

The disposal of Shares may be subject to Irish gift or inheritance tax (Capital Acquisitions Tax). However, provided that the Company falls within the definition of investment undertaking (within the meaning of Section 739B (1) of the Taxes Act), the disposal of Shares by a Shareholder is not liable to Capital Acquisitions Tax provided that (a) at the date of the gift or inheritance, the donee or successor is neither domiciled nor Ordinarily Resident in Ireland; (b) at the date of the disposition, the Shareholder disposing of the Shares is neither domiciled nor Ordinarily Resident in Ireland; and (c) the Shares are comprised in the gift or inheritance at the date of such gift or inheritance and at the valuation date.

With regard to Irish tax residency for Capital Acquisitions Tax purposes, special rules apply for non-Irish domiciled persons. A non-Irish domiciled donee or disponent will not be deemed to be resident or ordinarily resident in Ireland at the relevant date unless;

- i) that person has been resident in Ireland for the 5 consecutive years of assessment immediately preceding the year of assessment in which that date falls; and
- ii) that person is either resident or ordinarily resident in Ireland on that date.

Finance Act 2010 (the “Finance Act”)

The Finance Act has introduced new measures to amend the rules with regard to Relevant Declarations. Currently no tax will arise on an investment undertaking in respect of chargeable events in respect of a shareholder who is neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event provided that a Relevant Declaration is in place and the investment undertaking is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of a Relevant Declaration there is a presumption that the investor is Irish Resident or Ordinarily Resident in Ireland. The Finance Act however contains measures that will permit the above exemption in respect of shareholders who are not Irish Resident nor Ordinarily Resident in Ireland to apply where appropriate equivalent measures are put in place by the investment undertaking to ensure that the shareholder are not Irish Resident nor Ordinarily Resident in Ireland and the investment undertaking has received approval from the Irish Revenue Commissioners in this regard.

United Kingdom Taxation

The Company

The Directors intend that the affairs of the Company should be managed and conducted so that it does not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Company is not trading in the UK through a fixed place of business or agent situated therein that constitutes a “permanent establishment” for UK taxation purposes and that all its trading transactions in the UK are carried out through a broker or investment manager acting as an agent of independent status in the ordinary course of its business, the Company will not be subject to UK corporation tax or income tax on its profits. The Directors and the Investment Manager each intend that the respective affairs of the Company and the Investment Manager are conducted so that these requirements are met, insofar as this is within their

respective control. However it cannot be guaranteed that the necessary conditions will at all times be satisfied.

Certain interest and other amounts received by the Company which have a UK source may be subject to withholding or other taxes in the UK.

Subject to their personal circumstances, Shareholders resident in the UK for taxation purposes will be liable to UK income tax or corporation tax in respect of dividends or other distributions of an income nature made by the Company, whether or not such dividends or distributions are reinvested, together with their share of income retained by a reporting fund (as to which see below). The nature of the charge to tax and any entitlement to a tax credit in respect of such dividends or distributions will depend on a number of factors which may include the composition of the relevant assets of the Company and the extent of a Shareholder's interest in the Company.

Subject to transitional provisions, the Offshore Funds (Tax) Regulations 2009 (the "Offshore Funds Regulations") introduce a regime for the taxation of investments in offshore funds (as defined in the UK Taxation (International and Other Provisions) Act 2010 ("TIOPA 2010")) which operates by reference to whether a fund opts into a reporting regime ("reporting funds") or not ("non-reporting funds"). If an investor who is resident or ordinarily resident in the UK for taxation purposes holds an interest in an offshore fund that does not have reporting fund status throughout the period during which the investor holds that interest, any gain accruing to the investor upon the sale, redemption or other disposal of that interest (including a deemed disposal on death) will be taxed at the time of such sale, redemption or other disposal as income ("offshore income gains") and not as a capital gain. Investors in reporting funds are subject to tax on the share of the reporting fund's income attributable to their holding in the fund, whether or not distributed, and any gains on disposal of their holding would be taxed as capital gains. Investors in non-reporting funds would not be subject to tax on income retained by the non-reporting fund.

The Shares will constitute interests in an offshore fund. The Directors have successfully applied to the UK HM Revenue & Customs for certification of each of the Class A Dollar Non-Distributing Class, the Class B Dollar Distributing Class and the Class C Sterling Distributing Class as a distributing fund for the accounting period ended 31 December 2009 and earlier periods and recognition of each of the Class A Dollar Non-Distributing Class, the Class B Dollar Distributing Class, the Class C Sterling Distributing Class and the Class D Singapore Dollar Distributing Class as a reporting fund for the accounting period ending 31 December 2010 and later periods. The effect of having obtained and maintaining such status throughout a Shareholder's relevant period of ownership would be that any gains on disposal of Shares would be subject to tax on chargeable gains. However, there can be no guarantee that reporting fund status will be maintained for the relevant Classes. Were such status subsequently to be withdrawn, any gains arising to Shareholders resident or ordinarily resident in the UK on a sale, redemption or other disposal of these Classes of Shares (including a deemed disposal on death) would be taxed as offshore income gains rather than capital gains.

It is not intended to apply to the UK HM Revenue & Customs in respect of any other Class of Shares for certification as a distributing fund or recognition as a reporting fund. Accordingly, any gains arising to Shareholders resident or ordinarily resident in the UK on a sale, redemption or other disposal of these Classes of Share (including a deemed disposal on death) will be taxed as offshore income gains rather than capital gains.

Persons within the charge to UK corporation tax should note that the regime for the taxation of most corporate debt contained in the UK Corporation Tax Act 2009 (the “loan relationships regime”) provides that, if at any time in an accounting period of such a person, that person holds an interest in an offshore fund within the meaning of the relevant provisions of the Offshore Funds Regulations and TIOPA 2010, and there is a time in that period when that fund fails to satisfy the “qualifying investments” test, the interest held by such a person will be treated for that accounting period as if it were rights under a creditor relationship for the purposes of the loan relationships regime. An offshore fund fails to satisfy the qualifying investments test at any time when more than 60 per cent. of its assets by market value (excluding cash awaiting investment) comprise “qualifying investments”. Qualifying investments include government and corporate debt securities, cash on deposit, certain derivative contracts and holdings in other collective investment schemes which at any time in the accounting period of the person holding the interest in the offshore fund do not themselves satisfy the qualifying investments test. The Shares will constitute such interests in an offshore fund and on the basis of the investment policies of the Company, the Company could fail to satisfy the qualifying investments test. In that eventuality, the Shares will be treated for corporation tax purposes as within the loan relationships regime with the result that all returns on the Shares in respect of such a person’s accounting period (including gains, profits and losses) will be taxed or relieved as an income receipt or expense on a “fair value accounting” basis. Accordingly, such a person who acquires Shares in the Company may, depending on its own circumstances, incur a charge to corporation tax on an unrealised increase in the value of its holding of Shares (and, likewise, obtain relief against corporation tax for an unrealised reduction in the value of its holding of Shares).

Anti-avoidance

Individuals ordinarily resident in the UK for taxation purposes should note that Chapter 2 of Part 13 of the UK Income Tax Act 2007 contains anti-avoidance provisions dealing with the transfer of assets to overseas persons that may in certain circumstances render such individuals liable to taxation in respect of undistributed income profits of the Company.

Companies resident in the UK for taxation purposes should note that the “controlled foreign companies” legislation contained in Chapter IV of Part XVII of the UK Income and Corporation Taxes Act 1988 (the “Taxes Act”) could apply to any UK resident company which is, either alone or together with persons connected or associated with it for taxation purposes, deemed to be interested in 25 per cent. or more of any chargeable profits of the Company arising in an accounting period, if at the same time the Company is controlled (as “control” is defined in section 755D of the Taxes Act) by persons (whether companies, individuals or others) who are resident in the UK for taxation purposes or is controlled by two persons taken together, one of whom is resident in the UK for tax purposes and has at least 40 per cent. of the interests, rights and powers by which those persons control the Company, and the other of whom has at least 40 per cent. and not more than 55 per cent. of such interests, rights and powers. The “chargeable profits” of the Company do not include any of its capital gains. The effect of these provisions could be to render such companies liable to UK corporation tax in respect of the undistributed income of the Company.

The attention of persons resident or ordinarily resident in the UK for taxation purposes is drawn to the provisions of section 13 of the UK Taxation of Chargeable Gains Act 1992 (“section 13”). Section 13 could be material to any such person who has an interest in the Company as a “participator” for UK taxation

purposes (which term includes a shareholder) at a time when any gain accrues to the Company (such as on a disposal of any of its investments) which constitutes a chargeable gain or an offshore income gain if, at the same time, the Company is itself controlled in such a manner and by a sufficiently small number of persons as to render the Company a body corporate that would, were it to have been resident in the UK for taxation purposes, be a “close” company for those purposes. The provisions of section 13 would result in any such person who is a Shareholder being treated for the purposes of UK taxation as if a part of any chargeable gain or offshore income gain accruing to the Company had accrued to that person directly, that part being equal to the proportion of the gain that corresponds to that person’s proportionate interest in the Company. No liability under section 13 could be incurred by such a person, however, in respect of a chargeable gain or an offshore income gain accruing to the Company if the aggregate proportion of that gain that could be attributed under section 13 both to that person and to any persons connected with him for UK taxation purposes does not exceed one-tenth of the gain. In the case of Shareholders who are individuals domiciled outside the UK, section 13 applies subject to the remittance basis in particular circumstances.

Transfer taxes

Transfers of Shares will not be liable to UK stamp duty unless the instrument of transfer is executed within the UK when the transfer will be liable to UK *ad valorem* stamp duty at the rate of 0.5 per cent of the consideration paid rounded up to the nearest £5. No UK stamp duty reserve tax is payable on transfers of Shares, or agreements to transfer Shares.

European Savings Directive

Dividends and other distributions made by the Company, together with payment of the proceeds of sale and/or redemption of Shares in the Company, may (depending on the investment portfolio of the Company and the location of the paying agent – the definition of a paying agent for the purposes of the Savings Directive is not necessarily the same person who may legally be regarded as the paying agent) be subject to the exchange of information regime or withholding tax imposed by EU Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments. If a payment is made to a Shareholder who is an individual resident in a Member State of the European Union (or a “residual entity” established in a Member State) by a paying agent resident in another Member State (or in certain circumstances the same Member State of the Shareholder) then the Directive may apply. The Directive applies to payments of “interest” (which may include distributions or redemption payments by collective investment funds) or other similar income made on or after 1 July 2005, applicants for Shares in the Company will be requested to provide certain information as required under the Directive. It should be noted that the imposition of exchange of information and/or withholding tax on payments made to certain individuals and residual entities resident in an EU Member State also applies to those resident or located in any of the following countries; Anguilla, Aruba, British Virgin Islands, Cayman Island, Guernsey, Isle of Man, Jersey, Montserrat, Netherlands Antilles and Turks and Caicos Islands.

For the purposes of the Directive, interest payments include income distributions made by certain collective investment funds (in the case of EU domiciled funds, the Directive currently only applies to UCITS), to the extent that the fund has invested more than 15% of its assets directly or indirectly in interest bearing securities and income realised upon the sale, repurchase or redemption of fund units

to the extent that the fund has invested 40% (reduced to 25% as and from 1st January 2011) of its assets directly or indirectly in interest bearing securities.

The following countries, Andorra, Liechtenstein, Monaco, San Marino and Switzerland, will not be participating in automatic exchange of information. To the extent that they will exchange information it will be on a request basis only. Their participation is confined to imposing a withholding tax.

On 13 November 2008 the European Commission adopted an amending proposal to the Directive. If implemented, the proposed amendments would, inter alia, (i) extend the scope of the EU Savings Directive to payments made through certain intermediate structures (whether or not established in a Member State) for the ultimate benefit of an EU resident individual and (ii) provide for a wider definition of interest subject to the EU Savings Directive. As at the date of this prospectus, it is not known whether and if so when, the amending proposal will become law

General

The receipt of dividends (if any) by Shareholders, the redemption, exchange, conversion or transfer of Shares and any distribution on a winding-up of the Company may result in a tax liability for the Shareholders according to the tax regime applicable in their various countries of residence, citizenship or domicile. Shareholders resident in or citizens of certain countries which have anti-offshore fund legislation may have a current liability to tax on the undistributed income and gains of the Company. The Directors, the Company and each of the Company's agents shall have no liability in respect of the individual tax affairs of Shareholders.

6. GENERAL INFORMATION

1. Incorporation, Registered Office and Share Capital

- (a) The Company was incorporated in Ireland on 11 January 2008 as an investment company with variable capital with limited liability under registration number 451654. The Company has no subsidiaries.
- (b) The registered office of the Company is as stated in the Directory at the front of this Prospectus.
- (c) Clause 3 of the Memorandum of Association of the Company provides that the Company's sole object is the collective investment in either of both transferable securities and other liquid financial assets referred to in Regulation 45 of the UCITS Regulations of capital raised from the public and the Company operates on the principle of risk spreading.
- (d) The authorised capital of the Company is €300,000 divided into 300,000 Non-Participating Shares of no par value and 500,000,000,000 Shares of no par value each. Non-Participating Shares do not entitle the holders thereof to any dividend and on a winding up entitle the holders thereof to receive the amount paid up thereon but do not otherwise entitle them to participate in the assets of the Company. The Directors have the power to allot shares in the capital of the Company on such terms and in such manner as they may think fit. Three Non-Participating Shares currently in issue

were taken by the subscribers to the Company and transferred to the Investment Manager, who will also initially hold the remaining Non-Participating Shares.

2. Variation of Share Rights and Pre-Emption Rights

- (a) The rights attaching to the Shares issued in any Class may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the Shareholders of three-quarters of the issued Shares of that Class, or with the sanction of an ordinary resolution passed at a general meeting of the Shareholders of that Class.
- (b) A resolution in writing signed by all the Shareholders and holders of Non-Participating Shares for the time being entitled to attend and vote on such resolution at a general meeting of the Company shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution.
- (c) The rights attaching to the Shares shall not be deemed to be varied by the creation, allotment or issue of any further Shares ranking *pari passu* with Shares already in issue.
- (d) There are no rights of pre-emption upon the issue of Shares.

3. Voting Rights

The following rules relating to voting rights apply:-

- (a) Fractions of Shares do not carry voting rights.
- (b) Every Shareholder or holder of Non-Participating Shares present in person or by proxy who votes on a show of hands shall be entitled to one vote.
- (c) The chairman of a general meeting of a Class or any Shareholder of a Class present in person or by proxy at a meeting of a Class may demand a poll. The chairman of a general meeting of the Company or at least two members present in person or by proxy or any Shareholder or Shareholders present in person or by proxy representing at least one tenth of the Shares in issue having the right to vote at such meeting may demand a poll.
- (d) On a poll every Shareholder present in person or by proxy shall be entitled to one vote in respect of each Share held by him and every holder of Non-Participating Shares shall be entitled to one vote in respect of all Non-Participating Shares held by him. A Shareholder entitled to more than one vote need not cast all his votes or cast all the votes he uses in the same way.
- (e) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

- (f) Any person (whether a Shareholder or not) may be appointed to act as a proxy; a Shareholder may appoint more than one proxy to attend on the same occasion.
- (g) Any instrument appointing a proxy must be deposited at the registered office, not less than 48 hours before the meeting or at such other place and by such time as is specified in the notice convening the meeting. The Directors may at the expense of the Company send by post or otherwise to the Shareholders instruments of proxy (with or without prepaid postage for their return) and may either leave blank the appointment of the proxy or nominate one or more of the Directors or any other person to act as proxy.
- (h) To be passed, ordinary resolutions of the Company or of the Shareholders of a particular Class will require a simple majority of the votes cast by the Shareholders voting in person or by proxy at the meeting at which the resolution is proposed. Special resolutions of the Company or of the Shareholders of a particular Class will require a majority of not less than 75% of the Shareholders present in person or by proxy and voting in general meeting in order to pass a special resolution including a resolution to amend the Articles of Association.

4. Meetings

- (a) The Directors may convene extraordinary general meetings of the Company at any time. The Directors shall convene an annual general meeting within six months of the end of each Accounting Period.
- (c) Not less than twenty one days notice of every annual general meeting and any meeting convened for the passing of a special resolution must be given to Shareholders and fourteen days' notice must be given in the case of any other general meeting.
- (d) Two Shareholders present either in person or by proxy shall be a quorum for a general meeting provided that the quorum for a general meeting convened to consider any alteration to the Class rights of Shares shall be two Shareholders holding or representing by proxy at least one third of the issued Shares of the relevant Class. If within half an hour after the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of or by Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same time, day and place in the next week or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders present shall be a quorum and in the case of a meeting of a Class convened to consider the variation of rights of Shareholders in such Class the quorum shall be one Shareholder holding Shares of the Class in question or his proxy. All general meetings will be held in Ireland.
- (d) The foregoing provisions with respect to the convening and conduct of meetings shall save as otherwise specified with respect to meetings of Classes and, subject to the Act, have effect with respect to separate meetings of each Class at which a resolution varying the rights of Shareholders in such Class is tabled.

5. Reports and Accounts

The Company will prepare an annual report and audited accounts as of 31 December in each year and a half-yearly report and unaudited accounts as of 30 June in each year. The audited annual report and accounts will be published within four months of the Company's financial year end and its semi-annual report will be published within 2 months of the end of the half year period and in each case will be offered to subscribers before conclusion of a contract and supplied to Shareholders free of charge on request and will be available to the public at the offices of the Administrator.

6. Communications and Notices to Shareholders

Communications and Notices to Shareholders or the first named of joint Shareholders shall be deemed to have been duly given as follows:

MEANS OF DISPATCH	DEEMED RECEIVED
Delivery by Hand	: The day of delivery or next following working day if delivered outside usual business hours.
Post	: 48 hours after posting.
Fax	: The day on which a positive transmission receipt is received.
Electronically	: The day on which the electronic transmission has been sent to the electronic information system designated by a Shareholder.
Publication of Notice or Advertisement of Notice	: The day of publication in a daily newspaper circulating in the country or countries where shares are marketed.

7. Transfer of Shares

- (a) Transfers of Shares may be effected in writing in any usual or common form, signed by or on behalf of the transferor and transferee and every transfer shall state the full name and address of the transferor and transferee. If the Transferee is not already a shareholder in the Fund, he/ she will need to complete a Subscription Application form.
- (b) The Directors may from time to time specify a fee for the registration of instruments of transfer provided that the maximum fee may not exceed 5% of the Net Asset Value of the Shares subject to the transfer on the Dealing Day immediately preceding the date of the transfer.

The Directors may decline to register any transfer of Shares if:-

- (i) all applicable taxes and/or stamp duties have not been paid in respect of the instrument of transfer;
 - (ii) the instrument of transfer is not deposited at the registered office of the Company or such other place as the Directors may reasonably require, accompanied by the certificate for the Shares to which it relates, such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, such relevant information and declarations as the Directors may reasonably require from the transferee including, without limitation, information and declarations of the type which may be requested from an applicant for Shares in the Company and such fee as may from time to time be specified by the Directors for the registration of any instrument of transfer; or
 - (iii) they are aware or reasonably believe the transfer would result in the beneficial ownership of such Shares by a person in contravention of any restrictions on ownership imposed by the Directors or might result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the relevant Class or Shareholders generally.
- (c) The registration of transfers may be suspended for such periods as the Directors may determine provided always that each registration may not be suspended for more than 30 days.

8. Directors

The following is a summary of the principal provisions in the Articles of Association relating to the Directors:

- (a) Unless otherwise determined by an ordinary resolution of the Company in general meeting, the number of Directors shall not be less than two nor more than nine.
- (b) A Director need not be a Shareholder.
- (c) The Articles of Association contain no provisions requiring Directors to retire on attaining a particular age or to retire on rotation.
- (d) A Director may vote and be counted in the quorum at a meeting to consider the appointment or the fixing or variation of the terms of appointment of any Director to any office or employment with the Company or any company in which the Company is interested, but a Director may not vote or be counted in the quorum on a resolution concerning his own appointment.
- (e) The Directors of the Company for the time being are entitled to such remuneration as may be determined by the Directors and disclosed in this Prospectus and may be reimbursed all reasonable travel, hotel and other expenses incurred in connection with the business of the Company or the discharge of their duties and may be entitled to additional remuneration if called upon to perform any special or extra services to or at the request of the Company.

- (f) A Director may hold any other office or place of profit under the Company, other than the office of Auditor, in conjunction with his office of Director on such terms as to tenure of office or otherwise as the Directors may determine.
- (g) No Director shall be disqualified by his office from contracting with the Company as vendor, purchaser or otherwise, nor shall any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director who is so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Directors at which the proposal to enter into the contract or agreement is first considered or, if the Director in question was not at the date of that meeting interested in the proposed contract or arrangement, at the next Directors' meeting held after he becomes so interested. A general notice in writing given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract or arrangement which may thereafter be made with that company or firm is deemed to be a sufficient declaration of interest in relation to any contract or arrangement so made.
- (h) A Director may not vote in respect of any contract or arrangement or any proposal whatsoever in which he has any material interest or a duty which conflicts with the interests of the Company and shall not be counted in the quorum at a meeting in relation to any resolution upon which he is debarred from voting unless the Directors resolve otherwise. However, a Director may vote and be counted in quorum in respect of any proposal concerning any other company in which he is interested directly or indirectly, whether as an officer or shareholder or otherwise, provided that he is not the holder of 5 per cent or more of the issued shares of any class of such company or of the voting rights available to members of such company. A Director may also vote and be counted in the quorum in respect of any proposal concerning an offer of Shares in which he is interested as a participant in an underwriting or sub-underwriting arrangement and may also vote in respect of the giving of any security, guarantee or indemnity in respect of money lent by the Director to the Company or in respect of the giving of any security, guarantee or indemnity to a third party in respect of a debt obligation of the Company for which the Director has assumed responsibility in whole or in respect of the purchase of directors' and officers' liability insurance.
- (i) The office of a Director shall be vacated in any of the following events namely:-
 - (a) if he resigns his office by notice in writing signed by him and left at the registered office of the Company;
 - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) if he becomes of unsound mind;

- (d) if he is absent from meetings of the Directors for six successive months without leave expressed by a resolution of the Directors and the Directors resolve that his office be vacated;
- (e) if he ceases to be a Director by virtue of, or becomes prohibited or restricted from being a Director by reason of, an order made under the provisions of any law or enactment;
- (f) if he is requested by a majority of the other Directors (not being less than two in number) to vacate office; or
- (g) if he is removed from office by ordinary resolution of the Company.

9. Directors' Interests

- (a) None of the Directors has or has had any direct interest in the promotion of the Company or in any transaction effected by the Company which is unusual in its nature or conditions or is significant to the business of the Company up to the date of this Prospectus or in any contracts or arrangements of the Company subsisting at the date hereof other than:

Heather Manners is a partner of the Investment Manager, Promoter and Share Distributor and is also a Shareholder of the Company. Richard Hayes is a Shareholder in the Company. David Hammond is a Director of Bridge Consulting which is providing corporate services to the Board of Directors.

- (b) Save as described above, no present Director or any connected person has any interests beneficial or non-beneficial in the share capital of the Company.
- (c) None of the Directors has a service contract with the Company nor are any such service contracts proposed.

10. Winding Up

- (a) The Company may be wound up if:
 - (i) At any time after the first anniversary of the incorporation of the Company, the Net Asset Value of the Company falls below €3 million on each Dealing Day for a period of six consecutive weeks and the Shareholders resolve by ordinary resolution to wind up the Company;
 - (ii) Within a period of three months from the date on which (a) the Custodian notifies the Company of its desire to retire in accordance with the terms of the Custodian Agreement and has not withdrawn notice of its intention to so retire, (b) the appointment of the Custodian is terminated by the Company in accordance with the terms of the Custodian Agreement, or (c) the Custodian ceases to be approved by the Central Bank to act as a custodian; no new Custodian has been appointed, the Directors shall instruct the Secretary to forthwith convene an extraordinary general meeting of the Company at which there shall

be proposed an ordinary resolution to wind up the Company. Notwithstanding anything set out above, the Custodian's appointment shall only terminate on revocation of the Company's authorisation by the Central Bank. The Custodian has notified the Company of its desire to retire or ceases to be qualified to act as custodian or its appointment has been terminated and no new custodian has been appointed and the Shareholders resolve by ordinary resolution to wind up the Company;

- (iii) The Shareholders resolve by ordinary resolution that the Company by reason of its liabilities cannot continue its business and that it be wound up;
 - (iv) The Shareholders resolve by special resolution to wind up the Company.
- (b) In the event of a winding up, the liquidator shall apply the assets of the Company in such manner and order as he thinks fit in satisfaction of creditors' claims.
- (c) The liquidator shall in relation to the assets available for distribution among Shareholders make such transfers thereof to and from the Classes as may be necessary in order that the effective burden of creditors' claims may be shared between the Shareholders of different Classes in such proportions as the liquidator in his discretion deems equitable.
- (d) The assets available for distribution among the Shareholders shall be applied in the following priority:-
- (i) firstly, in the payment to the Shareholders of each Class of a sum in the Base Currency (or in any other currency selected and at such rate of exchange as determined by the liquidator) as nearly as possible equal to the Net Asset Value of the Shares of the relevant Class held by such Shareholders respectively as at the date of commencement of winding up;
 - (ii) secondly, in the payment to the Shareholders of each Class of any balance then remaining in the Company, in proportion to the number of Shares held in the relevant Class; and
 - (iii) thirdly, any balance then remaining and not attributable to any Class shall be apportioned between the Classes pro-rata to the Net Asset Value of the Company or attributable to each Class immediately prior to any distribution to Shareholders and the amounts so apportioned shall be paid to Shareholders pro-rata to the number of Shares in the Class held by them.
- (e) The liquidator may, with the authority of an ordinary resolution of the Company, divide among the Shareholders (pro rata to the value of their respective shareholdings in the Company) in specie the whole or any part of the assets of the Company and whether or not the assets shall consist of property of a single kind provided that any Shareholder shall be entitled to request the sale of any asset or assets proposed to be so distributed and the distribution to such Shareholder of the cash proceeds of such sale. The costs of any such sale shall be borne by the relevant Shareholder. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit and the liquidation of the Company may be closed and the Company dissolved, provided that no Shareholder shall be compelled to accept any asset in respect of which there is any liability. Further the liquidator may with like authority transfer

the whole or part of the assets of the Company to a company or collective investment scheme (the "Transferee Company") on terms that Shareholders in the Company shall receive from the Transferee Company shares or units in the Transferee Company of equivalent value to their shareholdings in the Company.

- (f) Notwithstanding any other provision contained in the Articles of the Company, should the Directors at any time and in their absolute discretion resolve that it would be in the best interests of the Shareholders to wind up the Company, the Secretary shall forthwith at the Directors' request convene an extraordinary general meeting of the Company at which there shall be presented a proposal to appoint a liquidator to wind up the Company and if so appointed, the liquidator shall distribute the assets of the Company in accordance with the Articles of the Company.

11. Indemnities and Insurance

The Directors (including alternates), Secretary and other officers of the Company and its former directors and officers shall be indemnified by the Company against losses and expenses to which any such person may become liable by reason of any contract entered into or any act or thing done by him as such officer in the discharge of his duties (other than in the case of fraud, negligence or wilful default). The Company acting through the Directors is empowered under the Articles of Association to purchase and maintain for the benefit of persons who are or were at any time Directors or officers of the Company insurance against any liability incurred by such persons in respect of any act or omission in the execution of their duties or exercise of their powers.

12. General

- (a) As at the date of this Prospectus, the Company has no loan capital (including term loans) outstanding or created but unissued nor any mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts, liabilities under acceptances (other than normal trade bills), acceptance credits, finance leases, hire purchase commitments, guarantees, other commitments or contingent liabilities. However, currency hedging will create unrealised losses from time to time and the Custodian may have security to support any foreign exchange facilities as a result.
- (b) No share or loan capital of the Company is subject to an option or is agreed, conditionally or unconditionally, to be made the subject of an option.
- (c) The Company does not have, nor has it had since incorporation, any employees.
- (d) The Company does not intend to purchase or acquire nor agree to purchase or acquire any property.
- (e) The rights conferred on Shareholders by virtue of their shareholdings are governed by the Articles of Association, the general law of Ireland and the Act.
- (f) The Company is not engaged in any litigation or arbitration and no litigation or claim is known by the Directors to be pending or threatened against the Company.

- (g) The Company has no subsidiaries.
- (h) Dividends which remain unclaimed for six years from the date on which they become payable will be forfeited. On forfeiture such dividends will become part of the assets of the Company. No dividend or other amount payable to any Shareholder shall bear interest against the Company.
- (i) No person has any preferential right to subscribe for any authorised but unissued capital of the Company.

13. Material Contracts

The following contracts which are or may be material have been entered into otherwise than in the ordinary course of business:-

- (a) *Investment Management Agreement* between the Company and the Investment Manager dated 4th February, 2008 under which the Investment Manager was appointed as investment manager of the Company's assets subject to the overall supervision of the Directors. 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 unremedied breach after notice. The Investment Manager has the power to delegate its duties in accordance with the Central Bank's requirements. The Investment Management Agreement provides that the Company shall out of the Company's assets indemnify the Investment Manager and its delegates, agents and employees against and hold it harmless from any actions, proceedings, damages, claims, costs, demands and expenses including legal and professional expenses brought against or suffered or incurred by the Investment Manager in the performance of its duties other than due to the negligence, fraud, bad faith or wilful default of the Investment Manager in the performance of its obligations.
- (b) *Distribution Agreement* between the Company and the Distributor dated 4th February, 2008 under which the latter was appointed as distributor of the Company's Shares subject to the overall supervision of the Directors. The Distribution Agreement has an unlimited duration provided that the Company may terminate the Distribution Agreement at any time by notice in writing to the Distributor or by the Distributor giving not less than six months notice in writing to the Company. The Distribution Agreement may be terminated by either party forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice. The Distributor has the power to delegate its duties. The Distribution Agreement provides that the Company shall out of the Company's assets indemnify the Distributor against and hold it harmless from any actions, proceedings, damages, claims, costs, demands and expenses including legal and professional expenses brought against or suffered or incurred by the Distributor in the performance of its duties other than due to the negligence, fraud, bad faith or wilful default of the Distributor in the performance of its obligations.
- (c) *Administration Agreement* between the Company and the Administrator dated 4th February, 2008 under which the latter was appointed as Administrator to manage and administer the affairs of the Company, subject to the terms and conditions of the Administration Agreement and subject to the

overall supervision of the Directors. The Administration Agreement shall continue in effect for three years from launch of the Company. Thereafter, unless otherwise terminated the Administration Agreement shall be renewed automatically for successive one (1) year periods. The Administration Agreement may be terminated only by either party by providing the other party ninety (90) days' prior written notice, by mutual agreement of the parties, upon the provision of thirty (30) days' prior written notice on breach of the Administration Agreement, or immediately upon the termination of the Company. The Administrator has the power to delegate its duties with the prior approval of the Central Bank. The Administration Agreement provides that the Company shall out of the Company's assets indemnify the Administrator and its delegates, agents and employees against and hold it harmless from any actions, proceedings, damages, claims, costs, demands and expenses including legal and professional expenses brought against or suffered or incurred by the Administrator in the performance of its duties other than due to the negligence, fraud, bad faith or wilful default of the Administrator in the performance of its obligations.

- (d) *Custodian Agreement* between the Company and the Custodian dated 4th February, 2008 under which the Custodian was appointed as custodian of the Company's assets subject to the overall supervision of the Directors. The Custodian Agreement may be terminated by either party on 90 days written notice or forthwith by notice in writing in certain circumstances such as the insolvency of either party or unremedied breach after notice provided that the Custodian shall continue to act as custodian until a successor custodian approved by the Central Bank is appointed by the Company or the Company's authorisation by the Central Bank is revoked. The Custodian has the power to delegate its duties but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. The Custodian Agreement provides that the Company shall indemnify the Custodian and its delegates, agents and employees against and hold them harmless from any actions, proceedings, damages, claims, costs, demands and expenses including legal and professional expenses brought against or suffered or incurred by the Custodian in the performance of its duties other than due to the unjustifiable failure of the Custodian to perform its obligations or its improper performance of them.

14. Documents Available for Inspection

Copies of the following documents, which are available for information only and do not form part of this document, may be inspected at the registered office of the Company in Ireland during normal business hours on any Business Day:-

- (a) The Memorandum and Articles of Association of the Company (copies may be obtained free of charge from the Administrator).
- (b) The Act and the UCITS Regulations.
- (c) The material contracts detailed above.
- (d) Once published, the latest annual and half yearly reports of the Company (copies of which may be obtained from either the Distributor or the Administrator free of charge).
- (e) A list of the directorships and partnerships which the Directors of the Company have held in the last 5 years together with an indication as to whether they are still directors or partners.

Copies of this Prospectus may also be obtained by Shareholders from the Administrator or the Distributor.

Appendix I Investment Restrictions

1	Permitted Investments
	Investments of a UCITS are confined to:
1.1	Transferable securities and money market instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.
1.2	Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.
1.3	Money market instruments, as defined in the UCITS Notices, other than those dealt on a regulated market.
1.4	Units of UCITS.
1.5	Units of non-UCITS as set out in the Central Bank's Guidance Note 2/03.
1.6	Deposits with credit institutions as prescribed in the UCITS Notices.
1.7	Financial derivative instruments as prescribed in the UCITS Notices.
2	Investment Restrictions
2.1	A UCITS may invest no more than 10% of net assets in transferable securities and money market instruments other than those referred to in paragraph 1.
2.2	<p>A UCITS 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 the UCITS in certain US securities known as Rule 144A securities provided that:</p> <ul style="list-style-type: none"> - the securities are issued with an undertaking to register with the US Securities and Exchanges Commission within one year of issue; and - the securities are not illiquid securities i.e. they may be realised by the UCITS within seven days at the price, or approximately at the price, at which they are valued by the UCITS.
2.3	A UCITS may invest no more than 10% of net assets in transferable securities or money market instruments issued by the same body provided that the total value of transferable securities and money market instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.
2.4	Subject to the prior approval of the Central Bank the limit of 10% (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 UCITS 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 UCITS

2.5	The limit of 10% (in 2.3) is raised to 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.
2.6	The transferable securities and money market instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.
2.7	<p>A UCITS may not invest more than 20% of net assets in deposits made with the same credit institution.</p> <p>Deposits with any one credit institution, other than</p> <ul style="list-style-type: none"> • a credit institution authorised in the EEA; • a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States); or • a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand <p>held as ancillary liquidity, must not exceed 10% of net assets.</p> <p>This limit may be raised to 20% in the case of deposits made with the trustee/custodian.</p>
2.8	<p>The risk exposure of a UCITS to a counterparty to an OTC derivative may not exceed 5% of net assets.</p> <p>This limit is raised to 10% in the case of credit institutions authorised in the EEA or credit institutions authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988; or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.</p>
2.9	<p>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:</p> <p>investments in transferable securities or money market instruments;</p> <p>deposits, and/or</p> <p>risk exposures arising from OTC derivatives transactions.</p>
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 net assets.
2.11	Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and money market instruments within the same group.

3	Investment in Collective Investment Schemes (“CIS”)
3.1	The UCITS may not invest more than 10% of net assets in aggregate in CIS.
3.2	Investment in non-UCITS may not, in aggregate, exceed 10% of net assets.
3.3	The CIS are prohibited from investing more than 10 per cent of net assets in other CIS. When a UCITS invests in the units of other CIS that are managed, directly or by delegation, by the UCITS management company or by any other company with which the UCITS 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 UCITS investment in the units of such other CIS.
3.4	Where a commission (including a rebated commission) is received by the UCITS manager/investment manager/investment adviser by virtue of an investment in the units of another CIS, this commission must be paid into the property of the UCITS.

4	Index Tracking UCITS
4.1	A UCITS may invest up to 20% of net assets in shares and/or debt securities issued by the same body where the investment policy of the UCITS is to replicate an index which satisfies the criteria set out in the UCITS Notices and is recognised by the Central Bank
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	An investment company, or management company acting in connection with all of the CIS 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	<p>A UCITS may acquire no more than:</p> <ul style="list-style-type: none"> 10% of the non-voting shares of any single issuing body; 10% of the debt securities of any single issuing body; 25% of the units of any single CIS; 10% of the money market instruments of any single issuing body. <p>NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the money market instruments, or the net amount of the securities in issue cannot be calculated.</p>

5.3	<p>5.1 and 5.2 shall not be applicable to:</p> <p>(i) transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;</p> <p>(ii) transferable securities and money market instruments issued or guaranteed by a non-Member State;</p> <p>(iii) transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;</p> <p>(iv) shares held by a UCITS in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the UCITS can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 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 are observed.</p> <p>(v) Shares held by an investment company or investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.</p>
5.4	UCITS 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 may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.
5.6	If the limits laid down herein are exceeded for reasons beyond the control of a UCITS, or as a result of the exercise of subscription rights, the UCITS 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	<p>Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:</p> <p>transferable securities;</p> <p>money market instruments;</p> <p>units of CIS; or</p> <p>financial derivative instruments.</p>
5.8	A UCITS may hold ancillary liquid assets.
6	Financial Derivative Instruments ('FDIs')
6.1	The UCITS global exposure (as prescribed in the UCITS Notices) 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 UCITS Notices. (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 UCITS Notices.)
6.3	UCITS may invest in FDIs dealt in over-the-counter (OTC) provided that The counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.
6.4	Investment in FDIs are subject to the conditions and limits laid down by the Central Bank
7	Restrictions on Borrowing and Lending
(a)	The Company may borrow up to 10% of its Net Asset Value provided such borrowing is on a temporary basis. The Company may charge its assets as security for such borrowings.
(b)	The Company may acquire foreign currency by means of a "back to back" loan agreement. Foreign currency obtained in this manner is not classified as borrowing for the purposes of the borrowing restrictions set out at (a) above provided that the offsetting deposit: <ul style="list-style-type: none"> (i) is denominated in the base currency of the Company; and (ii) equals or exceeds the value of the foreign currency loan outstanding.

The Company will adhere to any investment or borrowing restrictions and any criteria necessary to obtain and/or maintain any credit rating in respect of any Shares or Class in the Company, subject to the UCITS Regulations.

It is intended that the Company shall have the power (subject to the prior approval of the Central Bank) to avail itself of any change in the investment and borrowing restrictions laid down in the UCITS Regulations which would permit investment by the Company in securities, derivative instruments or in any other forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations.

Appendix II –Recognised Markets

The following is a list of regulated stock exchanges and markets on which the Company's investments in securities and financial derivative instruments other than permitted investment in unlisted securities and over the counter derivative instruments, will be listed or traded and is set out in accordance with Central Bank's requirements. With the exception of permitted investments in unlisted securities and over the counter derivative instruments investment in securities and derivative instruments will be restricted to the stock exchanges and markets listed below. The Central Bank does not issue a list of approved stock exchanges or markets.

(i) any stock exchange which is:-

- located in any Member State of the European Union (excluding Cyprus); or
- located in any Member State of the European Economic Area (excluding Liechtenstein), Norway and Iceland; or
- located in any of the following countries:-

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

(ii) any of the following stock exchanges or markets:-

Argentina	-	Bolsa de Comercio de Buenos Aires
Argentina	-	Bolsa de Comercio de Cordoba
Argentina	-	Bolsa de Comercio de Rosario
Bahrain	-	Bahrain Stock Exchange
Bangladesh	-	Dhaka Stock Exchange
Bangladesh	-	Chittagong Stock Exchange
Bermuda	-	Bermuda Stock Exchange
Botswana	-	Botswana Stock Exchange
Brazil	-	Bolsa de Valores do Rio de Janeiro
Brazil	-	Bolsa de Valores de Sao Paulo
Cayman Islands	-	Cayman Islands Stock Exchange
Channel Islands	-	Channel Islands Stock Exchange
Chile	-	Bolsa de Comercio de Santiago
Chile	-	Bolsa Electronica de Chile
China		
Peoples' Rep. of – Shanghai)	-	Shanghai Securities Exchange
China (Peoples' Rep. of –		

Shenzhen)	-	Shenzhen Stock Exchange
Colombia	-	Bolsa de Bogota
Colombia	-	Bolsa de Medellin
Colombia	-	Bolsa de Occidente
Croatia	-	Zagreb Stock Exchange
Egypt	-	Alexandria Stock Exchange
Egypt	-	Cairo Stock Exchange
Ghana	-	Ghana Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Delhi Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
Indonesia	-	Jakarta Stock Exchange
Indonesia	-	Surabaya Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Jordan	-	Amman Financial Market
Kazakhstan (Rep. Of)	-	Central Asian Stock Exchange
Kazakhstan (Rep. Of)	-	Kazakhstan Stock Exchange
Kenya	-	Nairobi Stock Exchange
Lebanon	-	Beirut Stock Exchange
Malaysia	-	Kuala Lumpur Stock Exchange
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Morocco	-	Societe de la Bourse des Valeurs de Casablanca
Namibia	-	Namibian Stock Exchange
New Zealand	-	New Zealand Stock Exchange
Nigeria	-	Nigerian Stock Exchange
Pakistan	-	Islamabad Stock Exchange
Pakistan	-	Karachi Stock Exchange
Pakistan	-	Lahore Stock Exchange
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Singapore	-	Singapore Stock Exchange
South Africa	-	Johannesburg Stock Exchange
South Korea	-	Korea Stock Exchange
	-	KOSDAQ Market
Sri Lanka	-	Colombo Stock Exchange
Taiwan		
(Republic of China)	-	Taiwan Stock Exchange Corporation
Thailand	-	Stock Exchange of Thailand
Turkey	-	Istanbul Stock Exchange
Ukraine	-	Ukrainian Stock Exchange
Uruguay	-	Bolsa de Valores de Montevideo
Venezuela	-	Caracas Stock Exchange
Venezuela	-	Maracaibo Stock Exchange
Venezuela	-	Venezuela Electronic Stock Exchange

Vietnam	-	Ho Chi Minh Stock Exchange
Vietnam	-	Stock Exchange of Vietnam
Zimbabwe	-	Zimbabwe Stock Exchange
Zambia	-	Lusaka Stock Exchange

(iii) any of the following markets:

MICEX;
RTS1 ;
RTS2;

the market organised by the International Securities Market Association;

the market conducted by the "listed money market institutions", as described in the FSA publication "The Investment Business Interim Prudential Sourcebook (which replaces the "Grey Paper") as amended from time to time;

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

The over-the-counter market in Japan regulated by the Securities Dealers Association of Japan.
NASDAQ in the United States;

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

The over-the-counter market in the United States regulated by the National Association of Securities Dealers Inc. (also described as the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers (and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation);

The French market for Titres de Créances Négociables (over-the-counter market in negotiable debt instruments);

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

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

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

(iv) Any markets above on which derivatives may be traded and all derivatives exchanges on which permitted financial derivative instruments may be listed or traded:

- in a Member State
- in a Member State in the European Economic Area (excluding Liechtenstein);

in the United States of America, on the

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

in Australia, on the Sydney Futures Exchange;

in China, on the

- Shanghai Futures Exchange;
- Taiwan Futures Exchange;

in Hong Kong, on the Hong Kong Futures Exchange;

in Japan, on the

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

in South Korea, on the Korean Futures Exchange;

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

in Singapore, on the

- Singapore International Monetary Exchange;
- Singapore Commodity Exchange.

For the purposes only of determining the value of the assets of the Company, the term “Recognised Exchange” shall be deemed to include, in relation to any derivatives contract utilised by the Company, any organised exchange or market on which such contract is regularly traded.

Appendix III

Financial Derivative Instruments and Efficient Portfolio Management

The following techniques and instruments may be used in relation to the Company for the purposes of hedging or risk reduction or management and/or performance enhancement such as reduction of cost. The Company's ability to use these techniques and instruments may be limited by market conditions, regulatory limits and tax considerations and these techniques and instruments may be used only in accordance with the investment objectives of the Company. The attention of investors is drawn to the section of this Prospectus headed "Efficient Portfolio Management" and the risks described under the headings "Currency Risk" and "Derivatives and Techniques and Instruments Risks" in the Risk Factors Section of this Prospectus.

1. Financial Derivative Instruments

The financial derivative instruments which the Investment Manager may invest in on behalf of the Company and the expected effect of investment in such financial derivative instruments on the risk profile of the Company are set out below. In addition the attention of investors is drawn to the section of this Prospectus headed "Efficient Portfolio Management" and the risks described under the headings "Derivatives and Techniques and Instruments Risk" and "Currency Risk" in the Risk Factors Section of this Prospectus.

Where considered appropriate, the Company may invest in financial derivatives instruments and/or utilise techniques and instruments for efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank.

In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants and forward currency contracts. More specifically, the Company may purchase warrants, options and swaps to gain exposure to listed securities or indices. The company may use index futures to manage exposure to indices. The Company may invest in foreign currency-denominated securities, it may also invest in currency exchange rate forwards and swap agreements for efficient portfolio management and/or to protect against foreign exchange risks. The Company will typically use these instrument and/or techniques as set out under the heading "Investment Policies" in this Prospectus. The Company will not be leveraged in excess of 100% of its net assets.

Futures would be used to gain exposure to positions in a more efficient manner. For example a single stock future could be used to provide the Company with exposure to a single security. Index futures could also be used to manage risk, for example an Index Future to hedge the risk of a security or group of securities held within the underlying index or with a high correlation with the underlying index and to manage cash flow.

Options would be held as long positions (buying calls and puts). Calls would be held to give exposure to underlying securities or indices. Puts would be held to hedge position exposure, for example index puts to hedge market risk in a single security or group of securities. Options on currencies may also be used in order to protect the Company from foreign exchange risks.

Warrants would be held to gain exposure to underlying securities.

Forward currency contracts would be used to hedge against currency risk that has resulted from positions held in the Company that are not in US\$ (the base currency of the Company). The Company, may, for example, use forward currency contracts by selling forward a foreign currency against the US Dollar to protect the Company from foreign exchange risk that has risen from holding assets in that currency.

Swaps – Total return swaps would be used to enable the Company to gain exposure to securities or indices. A total return swap would be used if it provided exposure to a security or index position in a more cost efficient manner.

When Issued/Delayed Delivery Securities

The Company may purchase or sell securities on a when-issued or delayed-delivery basis for the purposes of efficient portfolio management. In this instance payment for and delivery of securities takes place in the future at a stated price in order to secure what is considered to be an advantageous price and yield to the Company at the time of entering into the transaction. Securities are considered “delayed delivery” securities when traded in the secondary market, or “when-issued” securities if they are an initial issuance of securities. Delayed delivery securities (which will not begin to accrue interest until the settlement date) and when-issued securities will be recorded as assets of the Company and will be subject to risks of market value fluctuations. The purchase price of delayed delivery and when-issued securities will be recorded as a liability of the Company until settlement date and when issued or delivered as the case may be such securities will be taken into account when calculating the limits set out in Appendix I under the heading Investment Restrictions.

Repurchase/Reverse Repurchase and Stocklending Agreements

Subject to the conditions and limits set out in the UCITS Notices, the Company may use repurchase agreements, reverse repurchase agreements and/or stock lending agreements to generate additional income for the Company. Repurchase agreements are transactions in which one party sells a security to the other party with a simultaneous agreement to repurchase the security at a fixed future date at a stipulated price reflecting a market rate of interest unrelated to the coupon rate of the securities. A reverse repurchase agreement is a transaction whereby the Company purchases securities from a counterparty and simultaneously commits to resell the securities to the counterparty at an agreed upon date and price. A stocklending agreement is an agreement under which title to the “loaned” securities is transferred by a “lender” to a “borrower” with the borrower contracting to deliver “equivalent securities” to the lender at a later date.

Appendix IV

Definition of US Person

Pursuant to Regulation S promulgated under the 1933 Act, "US Person" means:

- (i) any natural person resident in the United States;
 - (ii) any partnership or corporation organised or incorporated under the laws of the United States;
 - (iii) any estate of which any executor or administrator is a US person;
 - (iv) any trust of which any trustee is a US person;
 - (v) any agency or branch of a non-US entity located in the United States;
 - (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
 - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
 - (viii) any partnership or corporation if:
 - (A) organized or incorporated under the laws of any non-US jurisdiction; and
 - (B) formed by a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.
- (2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "US Person."
- (3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a US Person shall not be deemed a US Person if:
- (i) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by non-US law.
- (4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a US Person shall not be deemed a US Person if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person.
- (5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a US Person.
- (6) Notwithstanding (1) above, any agency or branch of a US Person located outside the United States shall not be deemed a "US Person" if:

- (i) the agency or branch operates for valid business reasons; and
- (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "US Persons."