



PROSPECTUS

of

TM FULCRUM NURS FUNDS

An umbrella NURS
Investment Company with Variable Capital

Prepared in accordance with the Collective Investment Schemes Sourcebook.

Valid as at and dated 28 July 2025

This document constitutes the Prospectus for TM Fulcrum NURS Funds (the **Company**) which has been prepared in accordance with the terms of the rules contained in the Collective Investment Schemes Sourcebook (**COLL**) and the Investment Funds Sourcebook (**FUND**) published by the FCA as part of the FCA Handbook made under the Financial Services and Markets Act 2000 (the **Act**).

TUTMAN LLP

Authorised and regulated by the Financial Conduct Authority.

FCA firm reference number: 612721

TM FULCRUM NURS FUNDS

IMPORTANT: IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT YOUR FINANCIAL ADVISER.

IMPORTANT INFORMATION

TUTMAN LLP, the Authorised Corporate Director of the Company, is responsible for the information contained in this prospectus. To the best of the ACD's knowledge and belief (having taken all reasonable care to ensure that such is the case), the information in this prospectus does not contain any untrue or misleading statement or omit any matters required by COLL and FUND to be included in it. The ACD accepts responsibility accordingly.

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

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

The Shares have not been and will not be registered under the 1933 Act or the securities laws of the United States. The Shares may not be offered or sold directly or indirectly in the United States or to or for the account or benefit of any US Person or in a transaction not subject to the regulatory requirements of, the 1933 Act and any applicable state securities 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. The Shares have not been and will not be registered under the 1940 Act and investors will not be entitled to the benefit of registration.

The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful. The Shares are subject to restrictions on transferability and resale and may not be transferred or resold in the United States except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom.

In order to ensure compliance with the restrictions referred to above, the Company is, accordingly, not open for investment by any US Persons or ERISA Plans except in exceptional circumstances and then only with the prior consent of the ACD. A prospective investor may be required at the time of acquiring Shares to represent that such investor is a qualified holder and not a US Person or acquiring Shares for the account or benefit, directly or indirectly, of a US Person or with the assets of an ERISA Plan. The granting of prior consent by the ACD to

an investment does not confer on the investor a right to acquire Shares in respect of any future or subsequent application.

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

The provisions of the Company's Instrument of Incorporation are binding on each of its Shareholders (who are taken to have notice of them).

This prospectus is based on information, law and practice at the date hereof. The Company cannot be bound by an out of date prospectus when it has issued a new prospectus, and investors should check with TUTMAN LLP that this is the most recently published prospectus.

The Depositary is not responsible for the information contained in this prospectus and accordingly does not accept any responsibility therefore under the Regulations or otherwise.

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This document is the Prospectus for **TM Fulcrum NURS Funds** (the **"Company"**). In this Prospectus the below words and expressions shall have the following meanings:

DEFINITIONS

"Accumulation Shares"	Shares in respect of which income is accumulated and added to the capital property of the relevant Sub-fund.
"ACD"	TUTMAN LLP which acts as the authorised corporate director of the Company.
"Act"	the Financial Services and Markets Act 2000.
"AIF"	an alternative investment fund as defined in the FCA Glossary.
"AIFM"	an alternative investment fund manager as defined in the FCA Glossary.
"AIFMD"	the Alternative Investment Fund Managers Directives (2011/61/EU).
"AIFMD Level 2 regulation"	as defined in the FCA Glossary.
"AIFMD UK regulation"	the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773).
"Administrator"	J.P. Morgan Europe Limited.
"Approved Bank"	(in relation to a bank account opened for the Company): (a) if the account is opened at a branch in the United Kingdom; (i) the Bank of England; or (ii) the central bank of a member state of the OECD; or (iii) a bank; or (iv) a building society; or (v) a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or (b) if the account is opened elsewhere: (i) a bank in (a); or (ii) a bank which is regulated in the Isle of Man or the Channel Islands; or (c) a bank supervised by the South African Reserve Bank; or

(d) a credit institution established in an EEA State and duly authorised by the relevant Home State Regulator,

as such definition may be updated in the FCA Glossary from time to time.

“Auditor”	Deloitte LLP.
“Business Day”	a weekday being Monday to Friday (excluding any public or bank holiday in England).
“CASS”	the requirements relating to holding client assets and client money published by the FCA as part of the FCA Handbook, as amended or replaced from time to time.
“COLL”	the Collective Investment Schemes Sourcebook published by the FCA as part of their Handbook made under the Act as may be updated or amended from time to time.
“Company”	TM Fulcrum NURS Funds.
“Custodian”	the person who provides custodian services to the Company, being J.P. Morgan Chase Bank N.A. London Branch and its successor or successors as custodian.
“Data Protection Laws”	<p>all applicable laws relating to the processing, privacy and/or use of personal data including the following laws to the extent applicable in the circumstances:</p> <ul style="list-style-type: none">i) the UK GDPR;ii) the Data Protection Act 2018;iii) any laws which implement any such laws; andiv) any laws which replace, extend, re-enact, consolidate or amend any of the foregoing (whether or not before or after the date of this Prospectus); andv) all final and binding guidance, guidelines and codes of practice issued by any relevant supervisory authority relating to such Data Protection Laws;
“Dealing Day”	every Business Day.
“Depositary”	the person to whom is entrusted the safekeeping of all of the Scheme Property of the Company (other than certain scheme property designated by the FCA Rules), being NatWest Trustee and Depositary Services Limited and its successor or successors as depositary.
“Depositary Agreement”	the agreement between the Company, the ACD and the Depositary regarding the appointment of the Depositary.
“EEA”	the European Economic Area.
“EEA State”	a member state of the European Union and any other state which is within the EEA.

“Eligible Institution”	as defined in the FCA Glossary.
“ERISA Plan”	(i) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (‘ERISA’); (ii) any individual retirement account or plan subject to section 4975 of the United States Internal Revenue Code of 1986, as amended; (iii) an entity whose assets include plan assets by reason by a plan’s investment in the entity (generally because 25% or more of a class of equity interests in the entity is owned by plans).
“EUWA”	the European Union (Withdrawal) Act 2018.
“FATCA”	the Foreign Account Tax Compliance Act (US).
“FCA”	the Financial Conduct Authority (whose address is set out in the Directory), or any successor regulatory body.
“FCA Glossary”	the glossary giving the meanings of the defined expressions used in the FCA Handbook.
“FCA Handbook”	the FCA’s Handbook of rules and guidance including COLL and FUND, as amended or replaced from time to time.
“FCA Rules”	the rules contained in COLL and FUND but, for the avoidance of doubt, not including guidance or evidential requirements contained in either sourcebook.
“Financial Instruments”	as defined in the FCA Glossary.
“Fund Accountant”	the person who provides fund accounting services, being J.P. Morgan Europe Limited and its successor or successors as fund accountant.
“FUND”	the rules contained in the Investment Funds sourcebook published by the FCA as part of the FCA Handbook of rules and guidance made under the Act as it may be amended, supplemented or replaced from time to time.
“Home State”	as defined in the FCA Glossary.
“Income Shares”	Shares in respect of which income is distributed to Shareholders.
“Instrument of Incorporation”	the instrument of the incorporation constituting the Company, as amended from time to time.
“International Tax Compliance Regulations”	The International Tax Compliance Regulations 2015 (SI 2015/878), as amended or re-enacted from time to time.
“Investment Manager”	the person who provides investment management services, being Fulcrum Asset Management LLP and its successor or successors as investment manager.
“Larger Denomination Share”	a Share issued by the Company as a larger denomination share.

"Net Asset Value" or "NAV"	the value of the property of the Company (or a Sub-fund as appropriate), less the liabilities of the Company (or a Sub-fund as appropriate), as calculated in accordance with the Instrument of Incorporation.
"Net Asset Value per Share" or "NAV per Share"	the Net Asset Value of a Class in issue divided by the number of Shares of the relevant Class in issue or deemed to be in issue.
"Non-Qualified Person"	<p>any person to whom a transfer of Shares (legally or beneficially) or by whom a holding of Shares (legally or beneficially) would or, in the opinion of the ACD, might:-</p> <ul style="list-style-type: none"> a) be in breach of any law (or regulation by a competent authority) of any country or territory by virtue of which the person in question is not qualified to hold such Shares; or b) require the Company or the ACD or the Investment Manager to be registered under any law or regulation whether as an investment fund or otherwise, or cause the Company to be required to apply for registration, or comply with any registration requirements in respect of any of its Shares, whether in the United States of America or any other jurisdiction; or c) cause the Company, its Shareholders, the ACD or the Investment Manager some legal, regulatory, taxation, pecuniary or material administrative disadvantage which the Company or its Shareholders might not otherwise have incurred or suffered; or d) result in the Company having more than 80 beneficial owners of its Shares (whether directly or by attribution pursuant to section 3 (c) (1) (a) of the United States Investment Company Act of 1940) who are United States persons within the meaning of Regulation S under the United States Securities Act of 1933, as amended.
"Non-UCITS retail scheme" or "NURS"	an authorised fund which is not a UK UCITS, a qualified investor scheme or a long-term asset fund.
"OECD"	the Organisation for Economic Co-operation and Development.
"OEIC"	a company incorporated under the OEIC Regulations.
"OEIC Regulations"	The Open-Ended Investment Companies Regulations 2001 (SI 2001/1228).
"Registrar"	FNZ TA Services Limited
"Register"	the register of Shareholders of the Company.
"Regulated Activities Order"	The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 SI 2001/544.
"the Regulations"	the OEIC Regulations and the FCA Rules.

"RPI"	the UK Retail Prices Index as published by the Office of National Statistics.
"Scheme Property"	the property of the Company or a Sub-fund (as appropriate) to be held by the Depositary for safekeeping, as required by the FCA Handbook.
"securities financing transaction" or "SFT"	as defined in the FCA Glossary.
"Securities Financing Transaction Regulation"	as defined in the FCA Glossary.
"Share" or "Shares"	a share or shares in the Company (including Larger Denomination Shares and Smaller Denomination Shares).
"Share Class" or "Class of Shares" or "Class"	all of the Shares issued by the Company as a particular class of Shares including, for the avoidance of doubt, an issue of Shares of any Class made at any Dealing Day and designated for the purposes of identification as a separate issue of Shares.
"Shareholder"	a holder of Shares in the Company.
"Smaller Denomination Share"	a Share carrying one thousandth of the rights of a Larger Denomination Share.
"Subscription Price"	the price at which Shares are offered for subscription at any Dealing Day as defined in Paragraph 10.
"Sub-fund" or "Sub-funds"	a sub-fund of the Company (being part of the Scheme Property of the Company which is pooled separately) to which specific assets and liabilities of the Company may be allocated and which is invested in accordance with the investment objective applicable to such sub-fund.
"SYSC"	the Senior Management Arrangements, Systems and Controls Sourcebook issued by the FCA pursuant to the Act as amended from time to time.
"UCITS"	an undertaking for collective investment in transferable securities. This will include a UCITS scheme or an EEA UCITS scheme, each as defined in the FCA Glossary.
"UCITS Directive"	the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No. 2009/65/EC), as amended
"UK" or "United Kingdom"	the United Kingdom of Great Britain and Northern Ireland.
"UK AIF"	as defined in the FCA Glossary.
"UK AIFM"	an AIFM established in the UK and with a permission under Part 4A of the Act to carry on the regulated activity of managing an AIF.
"UK AIFM regime"	means:

- (a) the AIFMD UK regulation;
- (b) the AIFMD Level 2 regulation; and
- (c) all other UK law and regulation (including FUND) which, when made, implemented AIFMD in the UK.

“UK GDPR”

Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EUWA, and any statutory instruments that the UK government makes to amend deficiencies in retained European Union law by virtue of section 8 of the EUWA (as may be amended from time to time) following the UK’s withdrawal from the European Union.

“UK UCITS”

as defined in the FCA Glossary.

“United States” or “US”

the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

“US Person”

a person who is in either of the following two categories:

- (1) a person included in the definition of “US person” under Rule 902 of Regulation S under the 1933 Act; or
- (2) a person excluded from the definition of a "Non-United States person" as used in the Commodity Futures Trading Commission ("CFTC") Rule 4.7.

For the avoidance of doubt, a person is excluded from this definition of US Person only if they are outside both the definition of “U.S. person” in Rule 902 and the definition of “Non-United States person” under CFTC Rule 4.7.

“Valuation Point”

the point, whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the property of the Company for the purpose of determining the price at which Shares of a Class may be issued, cancelled or redeemed. The Valuation Point will be 12 midday upon each Dealing Day.

“VAT”

value added tax.

“1933 Act”

the United States Securities Act of 1933 (as may be amended or re-enacted).

“1940 Act”

the United States Investment Company Act of 1940 (as maybe amended or re-enacted).

Headings used in this Prospectus are for convenience only and shall not affect their meaning or legal effect.

References in the main body of this Prospectus to paragraphs mean paragraphs in the main body of this Prospectus unless otherwise stated. Similarly, references in an Appendix to paragraphs mean paragraphs in the relevant Appendix unless otherwise stated.

References to the plural shall include the singular and vice versa.

Unless otherwise defined in the "Definitions" above or elsewhere in this Prospectus, words or expressions defined in, or for the purpose of, the OEIC Regulations, the Act or the FCA Handbook shall bear the same meanings in this Prospectus.

References to statutes, statutory provisions or regulations (including any provision of the FCA Handbook) shall include those statutes, provisions, regulations, or provision of the FCA Handbook as amended, extended, consolidated, substituted or re-enacted from time to time and, in particular, references to Regulations and/or Directives of the European Union shall, where appropriate, include all domestic law and regulation enacted (or re-enacted) for the purpose of bringing such European Union law and regulation into domestic law and regulation.

1. The Company

- 1.1 The Company is an umbrella open-ended investment company with variable capital. The Company is incorporated in England and Wales with Registered Number IC000447 and is authorised pursuant to Regulation 14 of the OEIC Regulations. The FCA product reference number ("PRN") for the Company is 449847. The effective date of the authorisation order made by the Financial Services Authority was 16 June 2006.
- 1.2 The Financial Services Authority was superseded by the Financial Conduct Authority and the Prudential Regulation Authority.
- 1.3 The minimum share capital of the Company shall be £5 million and the maximum share capital shall be £500 billion. The base currency for the Company is pounds sterling. The Shareholders are not liable for the debts of the Company.
- 1.4 Shares in the Company are not listed, or dealt, on any investment exchange.
- 1.5 The Company is authorised as a Non-UCITS retail scheme for the purposes of the FCA Rules and is a UK AIF for the purposes of the UK AIFM regime.
- 1.6 The head office address of the Company is Exchange Building, St. Johns Street, Chichester, West Sussex PO19 1UP. This is the address in the UK for service on the Company of notices or other documents required or authorised to be served on the Company.
- 1.7 The Company will continue until wound up in accordance with the Regulations. Paragraph 14 sets out further details on the procedure for winding up.

2. The Sub-funds

- 2.1 The Company is structured as an umbrella company, in that different Sub-funds may be established from time to time by the ACD with the approval of the FCA. On the introduction of any new Sub-fund or Class, a revised prospectus will be prepared setting out the relevant details of each Sub-fund or Class.
- 2.2 As at the date of this Prospectus one Sub-fund is available for investment: **TM Fulcrum Diversified Liquid Alternatives Fund**. TM Fulcrum Diversified Growth Fund is in the process of being terminated and is no longer available for investment. Each Sub-fund is a Non-UCITS retail scheme. Further details of these Sub-funds, and the FCA PRN for each Sub-fund, are set out at Appendix 1 and Appendix 5.
- 2.3 The assets of each Sub-fund will be treated as separate from those of every other Sub-fund and will be invested in accordance with the investment objective and investment policy applicable to that Sub-fund. Investment of the assets of each of the Sub-funds must comply with the COLL Sourcebook and the investment objective and policy of the relevant Sub-fund. Details of the Sub-funds, including their investment objectives and policies, are set out in Appendix I.
- 2.4 The Sub-funds are segregated portfolios of assets and, accordingly, the assets of a Sub-fund belong exclusively to that Sub-fund and shall not be used or made available to discharge (directly or indirectly) the liabilities of, or claims against, any other person or body, including the Company and any other Sub-fund and shall not be

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

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

3. Distribution of Income

- 3.1 The Company's annual accounting period ends on 31 March in each year, with an interim accounting period ending on 30 September in each year. References to the above dates and the dates of income allocation periods and of publication of the yearly and half yearly report of the Company should be read accordingly.
- 3.2 Allocation of income to holders of any Accumulation Shares that may be issued will be transferred to the capital property of the Company at the end of the income allocation period and be reflected in the value of Shares on the first Business Day following the end of that income allocation period.
- 3.3 The Company's annual income allocation date is 31 July.
- 3.4 Any distribution of income that is unclaimed for a period of six years after having become due for payment shall be forfeited and shall revert to the Company.
- 3.5 Please refer to paragraph 12.2 (Reports and Accounts) on availability of information on the Company.

4. How Distributable Income is Determined

- 4.1 The income available for distribution or accumulation in relation to the Company is determined in accordance with the FCA Rules. In general terms, the income comprises all the sums deemed by the Company, after consultation with the Auditors of the Company, to be income in nature and received or receivable by the Company and attributable to the Company in respect of the accounting period concerned, after deducting charges and expenses paid or payable out of such income and after making such adjustments in relation to taxation and other matters. The allocation of income to each Share Class is made after allowing for the effect, including attributable taxation, of any charges or expenses made on bases which vary by Share Class.
- 4.2 Income relating to the Company is allocated as it accrues or is received at each Valuation Point among Classes of Shares linked to the Company in proportion to the value of each Share Class relative to the value of the entire Company as at the immediately preceding Valuation Point including any share class issue and cancellation movements applied at the immediately preceding Valuation Point.

4.3 Income equalisation

When an incoming Shareholder purchases a Share during an accounting period, part of the purchase price will reflect the relevant Share of accrued income in the Net Asset Value of the Company.

The first allocation of income in respect of that Share refunds this amount as a return of capital. This is known as 'income equalisation'. The amount of income equalisation is calculated by dividing the aggregate of the amounts of income included in the creation price of Shares of the Class in question issued or re-issued in a grouping period by the number of those Shares and applying the resulting average to each of the Shares in question.

5. **Types of Shares**

5.1 **Classes of Shares**

Several Classes of Share may be issued in respect of the Company, distinguished by their criteria: subscription, fee structure, currency denomination, currency hedging and treatment of income (Income and Accumulation Shares). Each of these characteristics is referred to below as a share "type".

Classes are denominated in Sterling, Euro, US Dollars and Swiss Francs and are available as Income Shares or Accumulation Shares (see below).

The Classes of Share currently available for the Company and further information in respect of the currency hedged share classes are set out in Appendix 5 below.

The limits for the minimum initial investment and minimum subsequent investment may be waived or reduced at the discretion of the ACD.

Where the Company has different Classes, each Class may attract different charges and so monies may be deducted from Classes in unequal proportions. In these circumstances the proportionate interests of the Classes will be adjusted accordingly.

5.2 **Accumulation Shares**

The Company will issue Accumulation Shares. The Instrument of Incorporation allows Income and Accumulation Shares to be issued. The Company does not, at present, offer Income Shares (but may do so in the future).

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

5.3 **Title to Shares**

The title to Shares is evidenced by entries on the Register. Certificates for Shares will not be issued.

5.4 **Shares with Different Denominations**

In order to calculate fractional entitlements of less than one Larger Denomination Share, Shares are expressed in two denominations - Larger Denomination Shares and Smaller Denomination Shares.

- (A) The Smaller Denomination Shares are whole Shares which carry a fraction of one thousandth of the rights of a Larger Denomination Share.
- (B) Whenever the number of any such Smaller Denomination Shares shall reach one thousand, the ACD shall automatically consolidate the Smaller Denomination Shares into one Larger Denomination Share of the same Class.

6. Shareholder Meetings and Voting Rights

6.1 For the purposes of this paragraph 6:

- (A) a "physical meeting" is a general meeting convened at a physical location where Shareholders, or their proxy, must be physically present;
- (B) a "hybrid meeting" is a general meeting which allows Shareholders, or their proxy, to be physically present at the location where the meeting is convened, or to attend and vote remotely; and
- (C) a "virtual meeting" is a general meeting where all Shareholders, or their proxy, attend and vote remotely.

6.2 The provisions below, unless the context otherwise requires, apply to Class meetings as they apply to general meetings of the Company.

6.3 The Company has elected not to hold Annual General Meetings in addition to any other meetings whether general or otherwise that it may hold in that year. Resolutions will be voted upon at extraordinary general meetings.

6.4 The ACD and the Depositary may convene a general meeting of the Company at any time in accordance with the FCA Rules. The ACD may hold a virtual meeting or a hybrid meeting as this is not inconsistent with any provisions in the Instrument of Incorporation.

6.5 Shareholders may request the convening of a general meeting by a requisition which must:

- (A) state the objective of the meeting;
- (B) be dated;
- (C) be signed by Shareholders who, at that date, are registered as the Shareholders of Shares representing not less than one-tenth in value of all of the Shares then in issue; and
- (D) be deposited at the head office of the Company or with the Depositary.

- 6.6 Any Shareholder who participates remotely in a hybrid meeting by the means specified in the notice is deemed to be present at the meeting and has the same rights as a Shareholder who is physically present at the meeting.
- 6.7 Any Shareholder who participates in a virtual meeting by the means specified in the notice is deemed to be present at the meeting and has the same rights that the Shareholder would have at a physical meeting.
- 6.8 Any Shareholder who participates remotely may do so without having to appoint a proxy and is not required to submit their vote on a resolution in advance of the meeting.
- 6.9 A meeting of Shareholders, duly convened and held shall be competent by extraordinary resolution to require, authorise or approve any act, matter or document in respect of which any such resolution is required or expressly contemplated by the relevant regulations.
- 6.10 An extraordinary resolution is a resolution passed by a majority of not less than three-quarters of the votes validly cast (whether on a show of hands or on a poll) for the resolution at a general meeting, or, as the case may be, a Class meeting of Shareholders.
- 6.11 Except where an extraordinary resolution is specifically required or permitted, any resolution of Shareholders is passed by a simple majority of the votes validly cast.
- 6.12 A meeting of Shareholders has no powers other than those contemplated by the FCA Rules.
- 6.13 Certain changes to this Prospectus or the Instrument of Incorporation may require the prior approval of a Meeting of Shareholders, in accordance with the FCA Rules. When such approval is not required by the FCA Rules, the ACD may make changes to the Prospectus or the Instrument of Incorporation without the approval of Shareholders.
- 6.14 Where a meeting of Shareholders is convened by the ACD or the Depositary, Shareholders must receive at least 14 days' written notice (inclusive of the date on which the notice is first served and the day of the meeting) and the notice shall specify:
- (A) whether the meeting is to be a physical meeting, a hybrid meeting or a virtual meeting;
 - (B) if the meeting is a physical meeting or a hybrid meeting, the place of the meeting;
 - (C) if the meeting is a hybrid meeting or a virtual meeting, the means by which a Shareholder may participate, including any requirements for Shareholders to register before the meeting begins or to provide proof of their right to attend, and an explanation of how participating Shareholders may vote in a show of hands or in a poll, if they do not appoint a proxy;
 - (D) the day and hour of the meeting;

- (E) the terms of the resolutions to be proposed; and
 - (F) the address of the website where the minutes of the meeting will subsequently be published.
- 6.15 Where the notice is served by the ACD a copy shall be sent to the Depositary.
- 6.16 The accidental omission to give notice to, or the non-receipt of notice by any Shareholder will not invalidate the proceedings at any meeting.
- 6.17 Notice of an adjourned meeting of Shareholders must be given to each Shareholder, stating that while two Shareholders are required to be present, in person, by proxy or remotely, to constitute a quorum at the adjourned meeting, this may be reduced to one in accordance with COLL 4.4.6R(3), should two such Shareholders not be present after a reasonable time of convening of the meeting.
- 6.18 Where the meeting is a hybrid meeting or a virtual meeting, the ACD shall take reasonable care to ensure that the necessary supporting technology to enable Shareholders to attend and vote is in place at the start of the meeting and operates adequately throughout its proceedings, so that Shareholders who attend or vote remotely are not unfairly disadvantaged.
- 6.19 The quorum at a meeting of Shareholders shall be two Shareholders present in person, by proxy or (where applicable) remotely using the means specified in the notice. If, after a reasonable time after the start of the meeting, a quorum is not present, the meeting:
- (A) if convened on the requisition of Shareholders, must be dissolved; and
 - (B) in any other case, must stand adjourned to:
 - (i) a day and time which is seven or more days after the day and time of the meeting; and
 - (ii) in the case of a physical meeting or a hybrid meeting, a place to be appointed by the chair.
 - (C) If, at an adjourned meeting under paragraph 6.19(B), a quorum is not present after a reasonable time from the time for the meeting, one person entitled to be counted in a quorum present at the meeting shall constitute a quorum.
 - (D) The chair of a meeting which permits Shareholders to attend and vote remotely shall take reasonable care to give such Shareholders:
 - (i) an adequate opportunity to be counted as present in the quorum; and
 - (ii) sufficient opportunities to participate fully in the proceedings of the meeting, in particular when a vote is taken on a show of hands or by poll.
- 6.20 In the case of an equality of votes cast, the chair is entitled to a casting vote.
- 6.21 At any Meeting of Shareholders a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before the declaration of the result of the

show of hands) demanded by the Chairman, by the Depositary or, by at least two Shareholders present in person or by proxy or, in the case of a body corporate, by a duly authorised representative.

- 6.22 On a show of hands every Shareholder who is present in person or who attends the meetings remotely using the means specified in the notice, shall have one vote.
- 6.23 On a poll every Shareholder who is present in person or by proxy shall have one vote for every Larger Denomination Share and a further one thousandth of one vote for every Smaller Denomination Share of which they are a holder. A Shareholder entitled to more than one vote need not, if they vote, use all their votes or cast all the votes they use in the same way. For joint Shareholders, the vote of the first Shareholder, or the proxy of the first Shareholder, stated in the Register will be accepted to the exclusion of the votes of other joint Shareholders.
- 6.24 In the context of despatch of notice, **Shareholders** means the persons who were entered in the Register seven days before the notice of meeting was given but excluding persons who are known not to be entered on the Register at the date of despatch of the notice.
- 6.25 To be included in the quorum and entitled to vote at the meeting, **Shareholders** mean the persons entered on the register at a time determined by the ACD and stated in the notice of the meeting, which must not be more than 48 hours before the time fixed for the meeting.
- 6.26 A corporation being a Shareholder may authorise such person as it thinks fit to act as its representative at any Meeting of Shareholders and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which they represent as the corporation could exercise if it were an individual Shareholder.
- 6.27 The ACD shall be entitled to receive notice of and attend at any such meeting but shall not be entitled to vote or be counted in the quorum therefore and accordingly, the Shares held or deemed to be held by the ACD shall not be regarded as being in issue.
- 6.28 Any associate of the ACD shall not be entitled to vote at any such meeting except in respect of Shares which they hold on behalf of a person who, if himself the registered holder, would be entitled to vote, and from whom they have received voting instructions.
- 6.29 The ACD will publish the minutes on a website accessible to the general public without charge, no later than 5 Business Days after the meeting has taken place (but in the case of an original meeting which is adjourned, the minutes will be published no later than 5 Business Days after the adjourned meeting has taken place).
- 6.30 Any notice or document to be served upon a Shareholder will be duly served if it is:
- (A) delivered to the Shareholder's address as appearing in the Register; or
 - (B) delivered by using an electronic medium in accordance with paragraph 10.2.
- 6.31 Any notice or document served by post is deemed to have been served on the second Business Day following the day on which it is posted.

- 6.32 Any document left at a registered address or delivered other than by post is deemed to have been served on that day.
- 6.33 Any notice or document served by post on one joint Shareholder is deemed to also have been served on each other joint Shareholder whose address, as appearing on the register, is the same address to which the notice or document was sent.
- 6.34 Any document or notice to be served on or information to be given to a Shareholder, must be in legible form. For this purpose, any form is legible form which:
- (A) is consistent with the ACD's knowledge of how the recipient of the document wishes or expects to receive the document;
 - (B) is capable of being provided in hard copy by the ACD;
 - (C) enables the recipient to know or record the time of receipt; and
 - (D) is reasonable in the context.
- 6.35 Changes to the Company are classified as fundamental, significant or notifiable.
- 6.36 The ACD must obtain the prior approval of Shareholders by extraordinary resolution for any proposed change to the Company that is a fundamental change. This is a change or event which:
- (A) changes the purpose or nature of the Company;
 - (B) may materially prejudice a Shareholder;
 - (C) alters the risk profile of the Company;
 - (D) introduces a new type of payment out of the Company property.
- 6.37 The ACD must give prior written notice to Shareholders of any proposed change which constitutes a significant change. This is a change or event which is not fundamental, but which:
- (A) affects a Shareholder's ability to exercise their rights in relation to their investment;
 - (B) would reasonably be expected to cause the Shareholder to reconsider their participation in the Company;
 - (C) results in any increased payments out of the Company property to the ACD or an associate of the ACD; or
 - (D) materially increase other types of payment out of the Company property;
 - (E) the notice period must be of reasonable length, and must not be less than 60 days.

The ACD must inform Shareholders in an appropriate manner and timescale of any notifiable changes that are reasonably likely to affect, or have affected, the operation

of the Company. This is a change or event, other than a fundamental or significant change, which a Shareholder must be made aware of unless the ACD concludes the change is insignificant. The appropriate manner and timescale of notification will depend on the nature of the change or event. An appropriate manner of notification could include the information being included in the next long form report of the Company.

- 6.38 Changes to the investment objective and policy of any Sub-fund will normally require approval by Shareholders at an extraordinary general meeting if the change alters the nature or risk profile of the Sub-fund, or on giving 60 days' notice to Shareholders where the changes do not alter the nature or risk profile of the Sub-fund. In exceptional circumstances, changes may be made to the investment objective and policy of any Sub-fund with no minimum period of notice where these are for clarification purposes only. In all cases, changes may only be made to the investment objective and policy following notification to the FCA pursuant to the OEIC Regulations and confirmation from the FCA that these changes will not affect the ongoing authorisation of the relevant Sub-fund.

7. Class Rights

- 7.1 The provisions regarding the conduct of meetings set out above shall apply to meetings of a Sub-fund within the Company and a Class within each Sub-fund, by reference to the Shares of the Sub-fund (or Class) concerned and the prices of Shares in such Class.

8. Valuation

- 8.1 The Scheme Property is valued at each Valuation Point on each Dealing Day in order to determine the price at which Shares in the Sub-fund may be purchased from or redeemed by the ACD and issued or cancelled by the Sub-fund. There will only be a single price for any Share as determined from time to time by reference to a particular Valuation Point.
- 8.2 The Valuation Point is 12.00 midday (UK time).
- 8.3 The ACD reserves the right to carry out an additional valuation to the Scheme Property if it considers it desirable to do so. The ACD shall inform the Depositary of any decision to carry out an additional valuation.
- 8.4 An outline of the basis on which the Scheme Property is valued is as follows:
- (A) Units or shares in a collective investment scheme:
 - (A) if a single price for buying and redeeming units or shares is quoted, at the most recent such price; or
 - (B) if separate buying and redemption prices are quoted, at the average of the two prices provided the buying price has been reduced by any preliminary charge included therein and the redemption price has been increased by any exit or redemption charge attributable thereto.

- (B) Transferable securities are valued at their quoted price or if the investment is one for which different prices are quoted according to whether it is being bought or sold then it will be valued at its mid-market price.
- (C) Any fiscal charges or commissions or other charges that have been paid or are payable on the acquisition or disposal of the investments above are excluded from their value.
- (D) Cash is valued at its nominal value.
- (E) Any other property of the Sub-fund will be valued at what the ACD considers a fair value.
- (F) Deductions are made for anticipated tax liabilities and for an estimated amount in respect of other liabilities payable out of the Company.
- (G) Contingent liability transactions will be valued using a method agreed between the ACD and the Depositary.
- (H) An amount is added in respect of estimated recoverable tax and any other amounts due to be paid into the Company.

8.5 Where the ACD has reasonable grounds to believe that the price obtained is unreliable or the most recent price available does not reflect the ACD's best estimate of the value of the relevant investment at the relevant Valuation Point or no price or no recent price exists, the ACD may use a price which, in the opinion of the ACD, reflects a fair and reasonable price for that investment (the fair value price). In calculating any value, the ACD shall be entitled to rely on any valuations provided or attributed to any asset or liability by the Investment Manager.

The circumstances which may give rise to a fair value price being used include:

- (a) no recent trade in the security concerned; or
- (b) the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.

In (b), a significant event is one that means the most recent price of a security or a basket of securities is materially different to the price that it is reasonably believed would exist at the Valuation Point had the relevant market been open.

In determining whether to use such a fair value price, the ACD will include in its consideration:

- (a) the type of authorised fund concerned;
- (b) the securities involved;
- (c) the basis and reliability of the alternative price used; and
- (d) the ACD's policy on the valuation of Scheme Property as disclosed in the Prospectus.

- 8.6 Where the ACD has reasonable grounds to believe that the price obtained is unreliable or the most recent price available does not reflect the ACD's best estimate of the value of the relevant investment at the relevant Valuation Point or no price or no recent price exists, the ACD may use a price which, in the opinion of the ACD reflects a fair and reasonable price for that investment (the fair value price).
- 8.7 The proportionate interests of each Share Class in the assets and income of the Sub-fund shall be determined by the ACD as the proportion of the Scheme Property that is held by that Share Class at the end of the previous Business Day.
- 8.8 The proportion of assets and income allocated to each Share Class is made after allowing for the effect, including attributable taxation, of any charges and expenses made on bases which vary by Share Class.
- 8.9 The price per Share at which Shares are bought or are redeemed is the Net Asset Value per Share. Any switching charge, dilution adjustment or stamp duty reserve tax provision is payable in addition to that price.
- 8.10 Hard-to-value assets
- 8.11 Where the ACD has reasonable grounds to believe that the price obtained is unreliable or the most recent price available does not reflect the ACD's best estimate of the value of the relevant investment at the relevant Valuation Point or no price or no recent price exists, the ACD may use a price which, in the opinion of the ACD, reflects a fair and reasonable price for that investment (the "**fair value price**"). In calculating any value, the ACD shall be entitled to rely on any valuations provided or attributed to any asset or liability by the Investment Manager.
- 8.12 The circumstances which may give rise to a fair value price being used include:
- (A) no recent trade in the security concerned; or
 - (B) the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.
- 8.13 In (b), a significant event is one that means the most recent price of a security or a basket of securities is materially different to the price that it is reasonably believed would exist at the Valuation Point had the relevant market been open.
- 8.14 In determining whether to use such a fair value price, the ACD will include in its consideration:
- (A) the type of authorised fund concerned;
 - (B) the securities involved;
 - (C) the basis and reliability of the alternative price used; and
 - (D) the ACD's policy on the valuation of Scheme Property as disclosed in the Prospectus.

9. **Charges and Expenses**

All fees or expenses payable by a Shareholder or out of Scheme Property are set out in this section.

9.1 **Switching Fee**

The ACD may charge a switching fee when Shares of one Class are switched for Shares in another Class. Please see paragraph 11 for details.

9.2 **The ACD's Periodic Charge**

- (A) The ACD is entitled to take an annual fee (the "ACD's Periodic Charge") out of the relevant Sub-fund in payment for carrying out its duties and responsibilities, as set out in Appendix 5.
- (B) The ACD's Periodic Charge shall be calculated and accrued on each Dealing Day at the relevant Valuation Point in arrears by reference to the Net Asset Value of the Sub-fund on a mid-market basis and is payable monthly within ten Business Days of the end of the month to which it relates.
- (C) The current rates of the ACD's Periodic Charge are:

0.07% per annum	on the value of the Scheme Property up to £50 million
0.05% per annum	on the value of the Scheme Property above £50 million up to £100 million
0.03% per annum	on the value of the Scheme Property above £100 million up to £200 million
0.025% per annum	on the value of the Scheme Property above £200 million up to £500 million
0.02%	on the value of the Scheme Property thereafter

The ACD's Periodic Charge is subject to a minimum fee of £10,000 p.a.

- (D) All charges are subject to an addition for any VAT that is or may become payable.

9.3 **Depositary's Fee**

Periodic Fee

The Depositary is entitled to receive for its own account a periodic fee payable from the Scheme Property.

In addition, the Depositary will be reimbursed by the relevant Sub-fund for expenses properly incurred in performing or arranging for the performance of functions conferred on it by the Regulations, the Instrument of Incorporation, the Prospectus,

the FCA Rules, the depositary agreement between the Company, the ACD and the Royal Bank of Scotland plc as novated in favour of the Depositary (the "Depositary Agreement") or by general law.

The Depositary's fee is calculated on the value of the Scheme Property in accordance with the Depositary Agreement and the FCA Rules, and payable out of the Sub-fund in accordance with the FCA Rules. For this purpose, the value of the Sub-fund is inclusive of the issues and cancellations which take effect as at the relevant Valuation Point.

The Depositary's fee shall accrue daily, and shall be calculated by reference to the value of the Scheme Property at the first Valuation Point on the first Business Day and shall end immediately before the next Valuation Point in each month. The Depositary's fee is payable on, or as soon as practicable after, the end of the month in which it accrued.

The current fees payable are:

0.0275% p.a.	on the first £50 million value of the Scheme Property of the Company;
0.025% p.a.	on the next £50 million value of the Scheme Property of the Company;
0.020% p.a.	on the next £100 million value of the Scheme Property of the Company
0.015% p.a.	on the remaining value of the Scheme Property thereafter

The annual fee is subject to a minimum fee of £7,500, applicable to the Sub-fund. VAT (at the standard rate) is added to these fees.

Transaction charges and Custody charges

In addition to the periodic fee and expenses set out above, the Depositary shall also be entitled to be paid transaction and derivative charges and custody charges in relation to transaction and derivative transaction handling and safekeeping of Scheme Property.

Transaction charges are between £7.50 and £180.00 per transaction depending on the markets and the type of transaction involved. Derivative transaction handling fees (where applicable) are £20 per transaction.

All payments to the Depositary are subject to an addition for VAT where applicable.

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

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

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

On the winding up of a Sub-fund or the Company the Depositary will be paid all accrued and owing fees, charges and reimbursement of expenses due to the date of commencement of the winding up and any additional expenses necessarily arising out of or in connection with its obligations under the Depositary Agreement.

9.4 Administration and Registration Fees

J.P. Morgan Europe Ltd has been appointed to provide fund administration and services (the "Administrator"). FNZ TA Services Limited has been appointed to provide registrar and transfer agency services (the "Registrar").

The Administrator and Registrar will be entitled to a combination of tiered variable and fixed expenses from the Scheme Property of the Company with Sub-fund level minimum fees being applicable. It is envisaged that aggregate fees for administration, transfer agency and registrar services will not exceed 0.06% of each Sub-fund's value per annum, with a minimum of USD\$40,000.

The ACD's periodic charge, the Depositary fee and the Administration and Registration fees, as set out above, are capped for all investors at 0.1% per annum and any amount charged in excess of this will be borne by the Investment Manager.

9.5 Investment Management Fee

The Investment Manager shall be entitled to a fee (the "Adviser's Annual Charge") paid by the Sub-fund in relation to the management of the assets of the Sub-fund as set out in Appendix 5. The charge is based on the Net Asset Value of the Sub-fund plus any VAT that is or may become payable. The Investment Manager's Annual Charge shall be calculated and accrued on each Dealing Day at the relevant Valuation Point and shall be payable monthly in arrears. Research costs will be paid for by the Investment Manager and shall not be borne by the Sub-fund.

9.6 Increase in Charges

Any increase of the ACD's Periodic Charge may be made by the ACD, if it is deemed by the ACD to be significant rather than a fundamental change, as set out in the provisions of the FCA Rules only after:

- (A) giving 60 days' written notice to the Shareholders (in the case of an increase of the ACD's Periodic Charge), and
- (B) the ACD revising the Prospectus to reflect the proposed increase.
- (C) If such a change is deemed fundamental, it will require the approval of the Shareholders.

9.7 Other Expenses

In addition to the charges set out in paragraphs 9.1 to 9.4 above, the following expenses may be paid out of the Scheme Property:

- (A) expenses incurred in producing, collecting, distributing and dispatching income and other payments to Shareholders;
- (B) any reasonable general disbursements relating to postage and communication costs incurred in the proper performance of the transfer agent's duties relating to the Company, which are currently carried on by the Registrar;
- (C) fees in respect of the publication and circulation of details of the Net Asset Value and prices;
- (D) fees of the FCA under the Financial Services and Markets Act 2000 and the corresponding periodic fees of any regulatory authority in a country or territory outside the country in which Shares are or may lawfully be marketed;
- (E) the fees and expenses of the Auditors and tax, legal and other professional advisers of the Company and preparing information and materials required by such advisers;
- (F) fees payable to and invoiced by a fund manager of a second scheme (as defined in paragraph 8.9 Appendix 2), where a Sub-fund invests in a share/unit class that does not charge an annual management charge. To avoid doubt, paragraph 8.9 Appendix 2 applies to such fees;
- (G) the costs and expenses of convening and holding Shareholder meetings and of preparing associated documentation (including meetings of Shareholders in any particular Class within the Company from time to time);
- (H) costs incurred in taking out and maintaining any insurance policy in relation to the Company and/or its directors;
- (I) expenses incurred in company secretarial duties, including attending Shareholder meetings (if required), the cost of minute books, and other documentation required to be maintained by the Company;
- (J) the costs of printing and distributing reports, accounts, statements, contract notes and other like documentation, any prospectuses (including the preparation of the key investor information documents or equivalent documents (such preparation however, does not include the dissemination of the key investor information documents or equivalent documents), any instrument of incorporation and any costs incurred as a result of periodic updates of or changes to any prospectus or instrument of incorporation and any other administrative expenses;
- (K) any amount payable by the Company under any indemnity provisions contained in the Instrument of Incorporation or any agreement with any functionary of the Company;

(L) any payments otherwise due by virtue of the FCA Rules.

VAT is payable on these charges where appropriate.

It is not currently proposed to seek a listing for the Shares on any stock exchange, but if a listing is sought in the future the fees connected with the listing will be payable by the Company.

The expenses listed above are allocated to income in accordance with the Regulations.

9.8 Allocation of payments

(A) The ACD and the Depositary have agreed that, normally, the fees payable to the ACD and the Depositary will be treated as a charge against income (except those charges and expenses relating directly to the purchase and sale of investments). **It should be noted that, where fees are charged to capital, this policy may result in capital erosion or constrain capital growth.**

(B) Further details are set out in Appendix 5 of this Prospectus.

9.9 Dilution

The basis on which the Sub-fund's investments are valued for the purpose of calculating the issue and redemption price of Shares as stipulated in the Regulations and the Instrument of Incorporation is summarised in paragraph 8. The actual cost of purchasing or selling the Sub-fund's investments may be higher or lower than the mid-market value used in calculating the Share price - for example, due to dealing charges, or through dealing at prices other than the mid-market price. The Sub-fund may suffer dilution (reduction) in the value of the Scheme Property as a result of the costs incurred in dealing in the underlying investments and of any spread between the buying and selling prices of those investments. It is not, however, possible to predict accurately whether dilution is likely to occur at any point in time.

Under certain circumstances (for example, large volumes of deals) dilution may have an adverse effect on the existing/continuing Shareholders' interest in the Sub-fund. In order to prevent this effect, called "dilution", and in order to protect the interests of existing/continuing Shareholders, the ACD has the power to apply a "dilution adjustment" to the price on the purchase and/or redemption of Shares. If applied, the dilution adjustment will be made to the price of the Sub-fund, with the effect that any extra capital invested/retained will become part of the Sub-fund and not paid to the ACD.

The dilution adjustment for the Sub-fund will be calculated by reference to the estimated costs of dealing in the underlying investments of the Sub-fund, including any dealing spreads, commission and transfer taxes. The price of each Class of Share will be calculated separately but any dilution adjustment will, in percentage terms, affect the price of Shares of each Class identically.

The need to apply a dilution adjustment will depend on the volume of net purchases or redemptions of the Shares. The ACD may charge a dilution adjustment on the purchase and redemption of such shares if, in its opinion, the existing/continuing Shareholders might otherwise materially be adversely affected and if applying a

dilution adjustment, so far as practicable, is fair to all existing and potential shareholders. In determining the rate of any dilution adjustment, the ACD may, in order to reduce volatility, take account of the trend of the Sub-fund to expand or contract and the transaction in Shares at a particular Valuation Point.

In practice, a dilution adjustment would only be imposed in exceptional circumstances and the amount of the adjustment would not exceed what the ACD considers necessary to compensate the Sub-fund for the potential effect of the dilution described above. The only cases in which the ACD specifically envisages that it might exercise its discretion in favour of imposing a dilution adjustment are where the ACD is of the opinion that the interests of Shareholders requires it or on large deals.

A large deal for this purpose is any single transaction or series of transactions in one dealing period involving investment into or realisation of more than 5% of the Net Asset Value of the Sub-fund. A dilution adjustment must be imposed only in a manner, that so far as practicable, is fair to all Shareholders or potential Shareholders.

As dilution is directly related to the inflows and outflows of monies from the Sub-fund, it is not possible to predict accurately whether dilution will occur at any future point in time or how frequently the ACD will need to make such a dilution adjustment. The actual dilution adjustment applied will depend on market conditions at or around the time the deal is struck. However, the ACD does not anticipate that a dilution adjustment will be made regularly and that the application of a dilution adjustment will occur only on exceptional occasions. Based on the ACD's experience (based on historical data), should it be applied, it is anticipated that it would be applied at a rate of less than 1% of the relevant price.

The number of days on which a dilution Adjustment has been applied to **TM Fulcrum Diversified Growth Fund** and **TM Fulcrum Diversified Liquid Alternatives Fund** between 1 July 2023 and 30 June 2024 is nil.

10. Buying and Selling of Shares

Shares are available for subscription at the relevant Subscription Price on each Dealing Day. The Subscription Price will be equal to the Net Asset Value per Share of the relevant Class as at the Dealing Day on which the application is effective.

The minimum investment and subsequent investment of Shares an investor may hold is set out in Appendix 5 of this Prospectus.

The frequency of dealing shall be daily. Shares in the Company may be bought or sold on any Dealing Day between 9.00 am and 5.00 pm.

Shares may be bought and sold by obtaining an application form by telephoning the Administrator on 0330 0240 785.

You will then need to send the completed form to the ACD at the Registrar and Transfer Agent's address (see the Directory above). Alternatively Shares can be bought through the means of electronic communications (please refer to paragraph 10.2 below), by written instructions or by such other means as the ACD may make available from time to time. A purchase or sale of Shares in writing or by electronic communication is a legally binding contract.

Orders received and accepted by the ACD by 12 noon on the Business Day of each Valuation Point will be dealt with at the price calculated on that Dealing Day. Orders received and accepted after that time will be dealt with at the price calculated on the next Dealing Day.

A contract note giving details and, where appropriate, a notice of the applicant's right to cancel the transaction will be issued on the Business Day following the purchase or sale. Certificates will not be issued in respect of Shares in the Company as ownership is evidenced by entry on the Register.

The ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for Shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant.

10.1 **Issue of Shares in exchange for in specie assets**

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

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

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

10.2 **Electronic Communications**

The ACD will accept instructions to transfer or renunciation of title to Shares on the basis of an authority communicated by electronic means and sent by the Shareholder, or delivered on their behalf by a person that is authorised by the FCA or regulated in another jurisdiction by an equivalent supervisory authority, subject to:

- i) prior agreement between the ACD and the person making the communication as to:
 - (a) the electronic media by which such communications may be delivered; and
 - (b) how such communications will be identified as conveying the necessary authority; and
- ii) assurance from any person who may give such authority on behalf of the investor that they will have obtained the required appointment in writing from the Shareholder.

10.3 **Settlement**

In the case of a purchase of Shares, settlement will be required in cleared funds within four Business Days from the relevant Dealing Day.

In the case of a redemption, the ACD will, save as set out below, pay the redemption proceeds within four Business Days of receipt of a properly completed form of renunciation (copies of which may be obtained from the ACD). Any form of renunciation must be signed by each of the holders of the relevant Shares.

Where, in order to meet a large scale redemption for which the in specie redemption provisions referred to below in paragraph 10.7 are not practicable, it is necessary for a Sub-fund to realise its investment in an unregulated collective investment scheme or other relatively illiquid investment, the ACD may, in order to protect continuing Shareholders and/or prevent an inadvertent breach of investment and borrowing powers and/or prevent the liquidity of the Sub-fund being compromised, authorise payment of a minimum of 80% of the redemption proceeds within the timeframe referred to above with the remainder being payable as soon as is reasonably practicable.

10.4 Suspension of Dealing

The ACD may, with the prior agreement of the Depositary, or will, if the Depositary so requires at any time, temporarily suspend the purchase and redemption of Shares in the Sub-fund where, due to exceptional circumstances, there is good and sufficient reason to do so having regard to the interests of the Shareholders in the Sub-fund. Any such suspension may only continue as long as it is justified having regard to the interests of the Shareholders and must cease as soon as practicable after the exceptional circumstances have ceased.

The ACD must ensure that a notification of the suspension is made to Shareholders as soon as practicable after the suspension commencing drawing the Shareholders' attention to the exceptional circumstances resulting in the suspension.

Notification of the suspension must be clear, fair and not misleading and Shareholders will be kept informed in writing about the status of the suspension.

On suspension the ACD, or the Depositary if it has required the ACD to suspend dealing, must immediately inform the FCA stating the reasons for its actions and, as soon as practicable, give written confirmation of the suspension, and reason for it, to the FCA.

The ACD and Depositary must formally review any such suspension at least every 28 days and inform the FCA of the results of their review.

The ACD must inform the FCA of the proposed restart of dealing and, immediately after the restart, must confirm this in writing to the FCA. The ACD may agree, during the suspension, to deal in Shares in which case all deals during, and outstanding prior to, the suspension will be undertaken at a price calculated at the first Valuation Point after the restart of dealing.

During any suspension, a Shareholder may withdraw their redemption notice provided that such withdrawal is in writing and is received before determination of the suspension. Any notice not withdrawn will be dealt with on the Dealing Day next following the end of the suspension.

If such a suspension occurs the recalculation of the price of the Shares will recommence on the next Valuation Point following the resumption of dealing.

In addition, the FCA Rules may require the ACD to temporarily suspend the issue, cancellation, sale and redemption of Shares in certain circumstances (for example, where a Sub-fund is invested in other authorised funds which are themselves suspended).

10.5 **Pricing**

The ACD deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the ACD's agreement to sell, or as the case may be, to redeem the Shares in question.

10.6 **Publication of Prices**

The most recent prices will appear daily on the Trustnet website at www.trustnet.com and can also be obtained by telephone on 01483 783 900.

For reasons beyond the control of the ACD, these may not necessarily be the current prices. The cancellation price last notified to the Depositary is available from the ACD upon request.

10.7 **In Specie Redemption**

The ACD may, in the event of a request for redemption in excess of 10% of the Scheme Property or £5 million (whichever is the lesser), arrange that in lieu of payment of the price of the Shares in cash, the Sub-fund shall cancel the Shares and transfer to that Shareholder property of the Sub-fund of the relevant value or, if required by the Shareholder, the net proceeds of the sale of the relevant property to him. The ACD must give written notice to the Shareholder concerned of its decision to exercise these powers before the cash payment would otherwise be due. The Sub-fund property to be transferred will be selected by the ACD in consultation with the Depositary and with a view to achieving no more advantage or disadvantage to the Shareholder requesting redemption of their Shares than to continuing Shareholders. The Sub-fund may retain out of the Sub-fund property to be transferred property or cash of a value or amount equivalent to any stamp duty reserve tax to be paid in relation to the redemption of Shares.

10.8 **Restrictions and Compulsory Transfer and Redemption**

The ACD may from time to time impose such restrictions as it may think necessary to ensure that no Shares are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory. In this connection, the ACD may reject in its discretion any application for the purchase, sale or exchanging of Shares.

If it comes to the notice of the ACD that any Shares are or may be owned or held legally or beneficially by a Non-Qualified Person ("affected Shares") the ACD may give notice to the registered holder(s) of the affected Shares requiring either the transfer of such Shares to a person who is not a Non-Qualified Person or a request in writing for the redemption or cancellation of such Shares in accordance with the FCA Rules. If

any person upon whom such a notice is served does not, within 30 days after the date of such notice, transfer the affected Shares to a person who is not a Non-Qualified Person or establish to the satisfaction of the ACD (whose judgement is final and binding) that they and the beneficial owner are not Non-Qualified Persons, they shall be deemed upon the expiration of that 30 day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of all the affected Shares pursuant to the FCA Rules.

A person who becomes aware that they have acquired or holds affected Shares as described above shall forthwith, unless they have already received a notice from the ACD as above, either transfer the affected Shares to a person qualified to own them or give a request in writing for the redemption or cancellation of such Shares pursuant to the FCA Rules.

The Sub-fund may refuse to register a transfer of Shares unless it has received an amount determined by the ACD as being the SDRT payable by the Sub-fund on the transfer, or such lesser sum as the ACD may determine.

The Shares in the Sub-fund may be compulsorily redeemed or cancelled in accordance with the Instrument of Incorporation if the holding of any Shares by a Shareholder is, or is reasonably considered by the ACD to be, an infringement of any law or governmental regulations, or which would result in the Sub-fund incurring any liability to taxation or suffering any other adverse consequence.

10.9 **Client Money Rules**

The FCA Handbook contains provisions (known as the "Client Money Rules") designed to safeguard client money in the hands of authorised persons. No interest will be paid on client money held by the ACD. Client money will be held in a pooled general client bank account which is designed as a client money account.

The ACD will not be responsible for any actions or omissions of the relevant bank. If the bank holding the client account becomes insolvent, the ACD will have a claim on behalf of all Shareholders, but if there is a shortfall, all clients will share in this proportionately, although Shareholders may be entitled to compensation from the Financial Services Compensation Scheme. The availability of compensation depends on the type of business being conducted.

Details are available from the Financial Services Compensation Scheme Helpline on 0800 678 1100 or 020 7741 4100 and on the Financial Services Compensation Scheme website: www.fscs.org.uk

Money deposited into an account with a third party may have a security interest, lien or right of set-off in relation to the money, to the extent permitted by the Client Money Rules.

In certain circumstances, if the ACD has lost touch with an investor, the ACD will be permitted to pay the investor's client money balance to a registered charity after six years. The ACD will not do so until reasonable efforts have been made to contact the investor. The investor will still be entitled to recover this money from the ACD at a later date irrespective of whether the ACD has paid the money to charity. This is subject to the rules in COLL, which require the ACD to transfer any distribution

payment which remains unclaimed after a period of six years from the date of payment to the Company's capital property.

11. Switching between Classes

- 11.1 A Shareholder may give notice to the ACD, in such form as the ACD shall from time to time determine, that the Shareholder wishes to exchange all or some of their Shares of one Class ("the Original Shares") for Shares of another Class ("the New Shares"). Such switches can only take place if, following the switch, the Shareholder's holding of New Shares will satisfy the criteria and applicable minimum investment required.
- 11.2 The ACD may impose restrictions on exchanges, but any restriction related to exchanges of Shares of different Classes must be on reasonable grounds relating to the circumstances of the Shareholder concerned.
- 11.3 The number of New Shares to be issued to the holder on a switch will be determined by reference to the respective prices of New Shares and Original Shares at the Valuation Point applicable at the time the Original Shares are redeemed and the New Shares are issued. The following formula will be applied:

$$N = \frac{O \times (CP \times ER)}{SP}$$

- Where :
- N is the number of New Shares to be issued or sold, rounded up to the nearest whole number of Smaller Denomination Shares;
 - O is the number of Original Shares which the holder has requested to exchange;
 - CP is the price at which a single Original Share may be cancelled or redeemed as at the Valuation Point applicable to the cancellation or redemption as the case may be;
 - ER is 1, where the original Shares and the new Shares are designated in the same currency and, in any other case, is the exchange rate determined by the ACD in its absolute discretion (subject to FCA Rules) as representing the effective rate of exchange between the two relevant currencies as at the date the exchange notice is received (or deemed to have been received) by the Sub-fund having adjusted such rate as may be necessary to reflect any costs incurred by the Sub-fund in making any transfer of assets as may be required as a consequence of such an exchange being effected; and
 - SP is the price at which a single New Share may be purchased when the Shares are exchanged.

$O \times (CP \times ER)$ is rounded *up*

$(CP \times ER)$ uses natural rounding (i.e. 5 up, 4 down)

- 11.4 The ACD may adjust the number of New Shares to be issued to reflect the application of any charge on switching together with any other charges or levies in respect of the

application for the New Shares or redemption of the Original Shares as may be permitted pursuant to the FCA Rules.

- 11.5 If an exchange would result in the Shareholder holding a number of Original Shares or New Shares of a value which is less than the minimum holding in the Sub-fund, the ACD may, if it thinks fit, convert the whole of the Shareholder's holding of Original Shares to New Shares or refuse to effect any exchange of the Original Shares. No exchange will be made during any period when the right of Shareholders to require the redemption of their Shares is suspended. The general provisions on procedures relating to redemption will apply equally to an exchange.
- 11.6 **A Shareholder who switches Shares in one Class for Shares in any other Class will not be given a right by law to withdraw from or cancel the transaction.**
- 11.7 **Investors should note that an exchange in Shares in one Sub-fund for Shares in another Sub-fund is treated as a redemption and the sale will be (for investors subject to United Kingdom taxation) a realisation for the purposes of capital gains taxation.**

12. General Information

12.1 Telephone calls

Telephone calls may be recorded for regulatory, training or monitoring purposes

Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a period of seven years, where the ACD can identify the call. If you ask the ACD to send you a recording of a particular call, the ACD may ask for further information to help identify the exact call to which your request relates.

12.2 Reports and Accounts

The Annual Report in respect of the Company will be published within four months of the end of the annual accounting period which ends on 31 March. The half-yearly accounting period ends on 30 September and half-yearly reports in long form will be made up to such date each year and published within two months.

The accounts contained in the annual and half yearly reports will be prepared in accordance with the FCA Rules and the Statement of Recommended Practice for Financial Statements of Authorised Funds. A copy of the long form report and accounts will be available on request.

The Company's annual accounting period and annual income allocation dates are set out at paragraph 3.

12.3 Inspection of Documents

Copies of the Prospectus, and latest annual reports, are available free of charge during normal office hours from the ACD. Copies of the material contracts (paragraph 12.5)

and the Instrument of Incorporation are also available; however the ACD may make a charge at its discretion for copies of these documents.

The office address for the ACD is set out in the Directory at the front of this Prospectus.

12.4 **Register**

The Register may be inspected at the offices of the Registrar during normal business hours. Please refer to paragraph 6, Appendix 4, for details.

Any notice or document required to be sent or served to Shareholders will be sent either by first class post to the address as most recently notified to the Company and as entered on the Register, or electronically to the email address most recently notified to the Company (where a Shareholder has consented to the receipt of documents and notices electronically), at the ACD's discretion: see paragraphs 6.12 to 6.14.

12.5 **Material Contracts**

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

- (A) the ACD Agreement between the Company and the ACD; and
- (B) the Depositary Agreement between the Company, the ACD and the Depositary.

Details of the above contracts are given in Appendix 4.

12.6 **Risk Profile Management**

- (A) The ACD, in consultation with the Investment Manager, has adopted a risk management process in respect of the Company (and each Sub-fund) enabling it to monitor and measure the risk of the Company's portfolio and contribution of the underlying investments to the overall risk profile of the Company.
- (B) The ACD operates a liquidity risk management policy with a view to ensuring that Shareholders are able to realise their Shares in accordance with this Prospectus and the requirements of the FCA Rules. This Prospectus provides information in relation to liquidity risk management, including the redemption rights of investors in normal and exceptional circumstances, and the existing redemption arrangements with investors.
- (C) Liquidity risk is the risk that the Company is unable to meet its obligations as they fall due. Examples include insufficient cash to meet redemption requests or make margin payments requirements and the risk that a particular derivative position cannot be easily unwound or offset due to insufficient market depth or market disruption or that the Company's financial obligations arising from the derivative activity (such as margin calls) will not be able to be met. It is controlled for through monitoring of the liquidity of all instruments used, including derivatives, in the context of the investment objectives and liquidity requirements of each scheme or client account. Cash positions are monitored

and reported to ensure that the Sub-fund has sufficient capacity to meet obligations arising from any derivative positions.

- (D) Stress tests on the portfolio are undertaken on a periodic basis, the frequency is dependent on a number of factors, e.g. portfolio composition and liquidity.

12.7 Leverage (as defined by the UK AIFM regime)

- (A) Each Sub-fund may invest in instruments which are subject to leverage from time to time. Under the UK AIFM regime, the ACD must:
- (A) set a maximum level of leveraging which it may employ on behalf of each Sub-fund; and
 - (B) where the leverage arrangement allows the right to reuse collateral or the granting of a guarantee, set out the extent of that right or guarantee.
- (B) For each Sub-fund the ACD has set the following limits, subject to the investment policy set out in paragraph 12.7 above:

Derivative Type	Limits
Allowable on a 'substantial' basis	Yes
Unsecured cash borrowings	Not permitted
Secured cash borrowings	Up to 10% for liquidity purposes only. ONLY for short-term use.
Convertible borrowings	Permitted
Interest rate swaps	Permitted
Contracts for differences	Permitted
Futures contracts	Permitted
Total return swaps	Permitted
Forward agreements	Permitted
Options	Permitted
Repurchase arrangements	Not permitted

Derivative Type	Limits
Reverse repurchase arrangements	Not permitted
Securities lending arrangements	Not permitted
Securities borrowing arrangements	Not permitted
Credit default swaps	Permitted
MAXIMUM LEVEL OF LEVERAGE USING THE COMMITMENT	300%
MAXIMUM LEVEL OF LEVERAGE USING THE GROSS METHOD*	500%

***Notes**

*Under the **gross method**, the exposure of the Company is calculated as follows:

1. the value of any cash and cash equivalents which are highly liquid investments held in the base currency of the Company that are readily convertible to an amount of cash, subject to an insignificant risk of change in value and which provide a return no greater than the rate of a three-month high quality government bond is excluded;
2. derivative instruments are converted (using certain specified conversion methodologies) into the equivalent position in their underlying assets;
3. cash borrowings that remain in cash or cash equivalents and where the amounts payable are known are excluded;
4. exposures resulting from the reinvestment of cash borrowings, expressed as the higher of the market value of the investment realised or the total amount of cash borrowed are included; and
5. positions within repurchase or reverse repurchase transactions and securities lending or borrowing or other similar arrangements are included.

The maximum level of leverage for the Company expressed as a ratio of the Company's total exposure to its Net Asset Value current ratio under the gross method is: **5:1**.

*Under the **commitment method**, the exposure of the Company is calculated as follows:

1. derivative instruments are converted (using certain specified conversion methodologies) into the equivalent position in their underlying assets;
2. netting and hedging arrangements are applied, subject to specified conditions;
3. the exposure created through the reinvestment of borrowings where such reinvestment increases the exposure of the Company is calculated;
4. derivative instruments used for currency hedging purposes are excluded.

The maximum level of leverage for the Company expressed as a ratio of the Company's total exposure to its Net Asset Value current ratio under the commitment method is: **3:1**.

- (C) **The Company may use options, forwards and other derivative instruments for both the purpose of meeting the investment objectives of the Company and hedging against either price or currency fluctuations. The ACD's ability to use these strategies may be limited by market conditions, regulatory limits and tax considerations. Use of these strategies involves certain special risks, including (i) imperfect correlation between movements in the securities or currency on which a futures or options contract is based and movements in the securities or currencies in the Company; (ii) the absence of a liquid market for any particular instrument at any particular time; and (iii) possible impediments to the ability to meet redemption requests or other short-term obligations because of the percentage of the Company's assets segregated to cover its obligations. Hedging strategies necessarily add costs to the Company.**

12.8 Fair Treatment of Investors

- (A) The ACD ensures fair treatment of investors by its compliance with the applicable rules in COLL and FUND and with the rules contained in the FCA Handbook.
- (B) The ACD is required, under the FCA Handbook, to treat its customers fairly, when they become, remain or as they cease to be Shareholders. The ACD complies with the rules in the FCA Handbook, and has adopted a series of policies and procedures (including a Conflict of Interest policy) which are designed to achieve this outcome.
- (C) The ACD and the Investment Manager may in certain circumstances grant preferential treatment to investors. This may include, for example, access to certain Share classes, a waiver or reduction of certain charges, the payment of rebates, or access to individuals within the ACD or the Investment ACD. If such rights are granted, this would typically be to investors who invest significant amounts in the Company. Such investors would not typically be legally or economically linked to the ACD.

- (D) Any Shareholder may be granted preferential treatment in relation to the terms of its investment in the Company by the ACD, the Investment Manager and/or any other service provider to the Company.
- (E) The ACD and/or the Investment Manager may enter into side letters and/or other arrangements ("Side Arrangements") with Shareholders, including those deemed to involve a significant or strategic relationship, that will result in the terms of an investment in the Company being different to the terms applicable to other Shareholders and/or provide the following preferential treatment:
 - (A) **Disclosure / Reporting:**
 - (a) notification of (A) certain 'key man' events and/or (B) certain changes to the organisation of the Company and/or (C) the issue of Shares on more favourable terms to those described herein (as amended by the relevant Side Arrangements and/or other arrangement) and/or (D) certain other changes and/or other events, in each case that affects, or relates to, the Company and/or its service providers (including, but not limited to, the Investment Manager) or the relevant Shareholder's investment in the Company;
 - (b) notification if holdings in the Company by the relevant Shareholder exceed specific levels; and/or
 - (c) the provision of certain limited information relating to the Investment Manager and/or to the Company's assets, including in order to allow the relevant Shareholder to comply with the laws and regulations to which it is subject.
 - (B) **Investor Liquidity terms:**
 - (a) ensure that redemptions of Shares are effected in full within a prescribed period of time in the event that redemptions are deferred (i.e. "gated") for any reason; and/or
 - (b) permit transferability of Shares where there is no change of beneficial ownership.
 - (C) **Fees:**
 - (a) rebate some or all of the Periodic Charge payable in respect of the relevant Shareholder's Shares.
 - (D) **Side Arrangements:**
 - (a) The ACD's Risk Management Policy deals with Side Arrangements.
 - (b) The main conflict of interest with Side Arrangement is the potential for one or more investors to be advantaged over other investors by terms within their Side Arrangement. For example, the preferential early exit of one investor may reduce the portfolio liquidity, which might make withdrawals unavailable to other investors.

Subsequently, it may be the case that other investors are actually disadvantaged. The ACD will give consideration as to whether the nature and scope of the provisions are consistent with treating all investors fairly.

- (c) Any Side Arrangement which contains 'material terms' will be fully considered before it is put in place. Examples of material terms would include preferential redemption rights, 'key man' provisions, redemption 'gate' waivers and portfolio transparency rights.

12.9 Recognition and Enforcement of Judgments

- (A) The UK AIFM regime requires the ACD to give details of legal instruments providing for the recognition and enforcement of judgments in England and Wales (which is the territory in which the Company is established). The laws of England and Wales provide a number of legal mechanisms for the recognition and enforcement of judgments.

13. Taxation

The following summary is based on current UK law and HM Revenue & Customs practice. It summarises the UK tax position of Investment Companies with Variable Capital ("ICVC") and Shareholders who are UK tax resident. However, it should not be regarded as exhaustive and investors are advised to obtain specific advice from their professional tax adviser. Levels and bases of, and reliefs from, taxation are subject to change in the future.

13.1 Taxation of the Company

The Company is an umbrella ICVC and each Sub-fund is treated as a separate Authorised Investment Fund for tax purposes. Income of each Fund is deemed to be distributed for tax purposes, even when it is accumulated. References to distributions include deemed distributions of accumulated income.

Each Fund will make dividend distributions except where over 60% of the Company's property has been invested at all times throughout the distribution period in interest paying and related investments, in which case it will make interest distributions. A fund that makes interest distributions is referred to as a Bond Fund and a fund that makes dividend distributions is referred to as an Equity Fund.

(A) Income

The Company is liable to corporation tax on its income after relief for management expenses (which include fees payable to the ACD and to the Depositary) at the basic rate of income tax. The rate of corporation tax applicable to each Fund is equal to the basic rate of income tax.

Where the Fund is a Bond Fund, the gross amount of any interest distributions is an allowable expense for corporation tax purposes and no tax should actually be paid on that part of the income funding the interest distributions.

Dividend income received by the Company from investments in UK resident and overseas companies should fall within an exemption from corporation tax. Dividend income received from foreign companies may be subject to withholding tax or other taxation in the foreign jurisdiction. Any foreign tax suffered by a fund may normally be deducted from the UK tax due on that income or treated as an expense in calculating the amount of that income subject to corporation tax.

(B) Chargeable gains

Capital gains realised by the Company on a disposal of its investments are exempt from corporation tax on chargeable gains. In the unlikely event that the Company should be considered to be trading in securities for tax purposes, any gains made by it would be treated as income and taxed accordingly.

(C) Stamp Duty Reserve Tax

Stamp duty reserve tax ("SDRT") is generally charged on any agreements to transfer shares of ICVCs (other than transactions handled by the fund manager) to third parties at a rate of 0.5% of the consideration.

No SDRT charge arises on the issue or surrender of shares of ICVCs. However, investors may be subject to an SDRT charge where shares in the Sub-fund are surrendered and the investors receive assets from the Sub-fund (rather than cash) which are not in proportion to each investor's share of the total assets held by the Sub-fund.

13.2 Taxation of the Shareholders

(A) Income

For tax purposes, an ICVC is treated as distributing the whole of the income available for distribution in each of its distribution periods, whether actually distributed or accumulated by it. Distributions may be made as interest distributions or dividend distributions as set out below.

The distribution accounts of the Company for any of its distribution periods may show income available for distribution as either (a) an interest distribution or (b) a dividend distribution. The type of distribution that either actually takes or is deemed to take place depends on the source and composition of the income within the Company.

Where more than 60% of a fund is invested in "qualifying investments" (broadly speaking interest paying investments, see further below) distributions made will be interest distributions in relation to such a Fund. Where this is not the case, distributions made by the Fund will be dividend distributions.

All Shareholders will be sent tax vouchers stating the make-up of their distributions and showing their taxable income.

(B) **Interest distributions**

UK resident individuals

Interest distributions paid by a Fund (save in respect of distributions to certain qualifying Shareholders) are treated as yearly interest and, as such, are subject to income tax.

No income tax is required to be deducted at source from interest distributions, with the result that Shareholders will receive interest distributions gross of any tax.

Basic rate taxpayers are entitled to a personal savings allowance, higher rate taxpayers are entitled to a reduced personal savings allowance and additional rate taxpayers have no personal savings allowance.

Basic rate, higher rate and additional rate taxpayers will pay income tax (in the case of basic rate and higher rate taxpayers, on the amount in excess of the applicable personal savings allowance) on any income distributions at the basic rate, the higher rate or the additional rate of (as applicable).

UK corporate Shareholders

If, at any point in an accounting period of a UK corporate Shareholder, a Sub-fund fails to satisfy the "qualifying investment" test, Shares held by UK corporate Shareholders are treated as if the Shareholder is a creditor in respect of such a corporate's accounting period (including gains, profits and losses) and will be taxed or relieved as an income receipt or expense on a "fair value accounting" basis. Accordingly, such a corporate Shareholder 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).

A Fund will fail to satisfy the "qualifying investments" test at any time when more than 60% of its assets by market value comprise government and corporate debt securities, cash on deposit, certain derivative contracts or holdings in other collective investment schemes which at any time in the relevant accounting period do not themselves satisfy the "qualifying investments" test, or other interest-bearing securities.

Interest distributions paid to UK corporate Shareholders may be paid without deduction of income tax at source.

(C) **Dividend distributions**

Dividend distributions paid by the relevant Sub-fund are treated as if they are dividends.

UK resident individuals

UK resident individuals liable to income tax at the basic, higher or additional rate will be taxed at the appropriate dividend rate on the receipt of dividend

distributions subject to the availability of allowances and reliefs including the annual dividend allowance.

UK corporate Shareholders

UK resident corporate Shareholders must split their dividend distributions into franked and unfranked income portions according to the percentage split given on the tax voucher. The unfranked portion is, to the extent it comprises UK source income, generally treated as an annual payment received after deduction of income tax at the basic rate, whereas the balance is treated as franked income – i.e. a dividend. Both annual payments and dividends are liable to corporation tax in the hands of UK corporate Shareholders although the franked dividend portion should fall within an exemption from corporation tax.

(D) **Chargeable gains**

UK resident individuals

Shareholders who are resident in the UK may be liable to UK taxation on capital gains arising from the sale or other disposal, including a redemption, of Shares. A switch of Sub-funds is treated as a disposal for capital gains tax purposes. Gains will be tax-free if after deduction of allowable losses they fall within an individual's annual capital gains exemption.

Gains in excess of the annual exemption amount are taxed at the lower rate of capital gains tax to the extent that together with an individual's taxable income they do not exceed the upper limit of the basic rate income tax band and at the higher rate to the extent that they exceed that limit.

UK corporate Shareholders

UK corporate Shareholders (whose Shares are not treated as creditor loan relationships) will be charged to corporation tax on any gains realised after the deduction of allowable losses (if any).

(E) Stamp Duty Reserve Tax

Generally, there will be no charge to SDRT when Shareholders surrender or redeem their Shares. However, where the redemption is satisfied by a non-pro rata in specie redemption, then a charge to SDRT may apply.

The ACD reserves the right to redeem the Shares of any Shareholder who jeopardises the tax status of the Company.

13.3 Income equalisation – tax implications

The price of a Share of a particular Class is based on the value of that Class' entitlement in the Company, including the income of the Company since the previous distribution or, in the case of accumulation Shares, deemed distribution. In the case of the first distribution received or accumulation made in respect of a Share, part of the amount, namely the equalisation payment, is treated as a return of capital and is not taxable as income in the hands of the Shareholder. This amount is, however, in the case of income Shares, deducted from the cost of the Share in computing any capital

gains. Equalisation applies only to Shares purchased during the relevant accounting period. It is calculated as the average amount of income included in the issue price of all Shares of the relevant Class issued during the period.

13.4 **UK information reporting regime**

Open-ended investment companies are required to report details of interest distributions paid to UK, and many non-UK investors. Dividend distributions and payments made to ISA investors are not within the scope of these rules but see the paragraphs dealing with the "International tax compliance" below.

13.5 **Tax Elected Fund ("TEF") regime**

The ACD may, in the future, seek to elect the Company into the TEF regime if it considers that it would be advantageous for the majority of investors in the Company to do so. If a Fund is elected into the TEF regime, the UK tax treatment of the Company and its investors would be different to that set out above.

13.6 **International tax compliance**

The Company is required to comply with the International Tax Compliance Regulations.

The International Tax Compliance Regulations transpose into UK law rules and obligations derived from international standards and inter-governmental agreements entered into by the UK which are aimed at increasing transparency and reducing tax evasion. The regulations include rules derived from the US Foreign Account Tax Compliance Act (FATCA) and the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS).

To be compliant with the International Tax Compliance Regulations the Company must collect information about each Shareholder's tax residence and, in certain circumstances, provide information about Shareholders' shareholdings to HMRC. HMRC may in turn share this information with overseas tax authorities. Such tasks may be delegated to the Administrator.

Shareholders should note that:

- **they may be asked to provide additional information (including information regarding their tax residence) to the ACD or the Administrator to enable the Company to satisfy these obligations;**
- **the ACD or Administrator may report these details, along with information about a Shareholders' holding, to HMRC; and**
- **HMRC may subsequently exchange this information with other governments or tax authorities in other jurisdictions.**

If a Shareholder fails to provide the information required by the Company to comply with its obligations to HMRC this may result in the ACD taking appropriate action against the Shareholder, including invoking the compulsory transfer and redemption provisions set out in this Prospectus. The Shareholder may also be liable for any penalties suffered by the ACD. The ACD may deduct the amount of any penalty from the Shareholder's account.

14. Winding-Up of the Company

- 14.1 The Company (and/or Sub-fund as applicable) will continue until wound up in accordance with the Rules.
- 14.2 The Company may be wound up under chapter 7.3 of COLL or as an unregistered company under Part V of the Insolvency Act 1986. A Sub-fund (as applicable) may be terminated in accordance with the Rules. A Sub-fund or the Company may be terminated or wound up (as applicable) in connection with a scheme of arrangement in accordance with the Rules. Winding up of the Company under COLL is only permitted if (a) effect has been given, under regulation 21 of the OEIC Regulations, to proposals to wind up the Company affairs; and (b) a statement has been prepared and delivered to the FCA under COLL 7.3.5 prior to the satisfaction of the condition under (a).
- 14.3 Subject to the foregoing, the Company (and/or Sub-fund as applicable) will be wound-up under COLL:
- (A) if an extraordinary resolution of holders is passed to wind-up the Company (or Sub-fund); or
 - (B) when the period (if any) fixed for the duration of the Company (or Sub-fund) by the Instrument of Incorporation expires or any event occurs, for which the Instrument of Incorporation provides that the Company (or Sub-fund) is to be wound up; or
 - (C) on the date of effect stated in any agreement by the FCA in response to a request by the ACD for the winding up of the Company (or Sub-fund); or
 - (D) on the effective date of a duly approved scheme of arrangement which is to result in the Company (or Sub-fund) ceasing to hold any Scheme Property; or
 - (E) on the date on which all of the Company's Sub-funds fall within 14.3 (D) above, or, if all of its Sub-funds cease to hold Scheme Property, notwithstanding that the Company may have assets and liabilities that are not attributable to any particular Sub-fund.
- 14.4 The winding up of the Company (or Sub-fund) under COLL is carried out by the ACD which will, as soon as practicable, cause the property of the Company (or Sub-fund) to be realised and the liabilities to be met out of the proceeds. Provided that there are sufficient liquid funds available after making provision for the expenses of winding up and the discharge of the liabilities of the Company (or Sub-fund) the ACD may arrange for interim distribution(s) to be made to Shareholders. When all liabilities have been met, the balance (net of a provision for any further expenses) will be distributed to Shareholders.
- 14.5 Shareholders will be notified of any proposal to wind up the Company (or Sub-fund). On commencement of such winding up the Company (or Sub-fund) will cease to issue and cancel Shares and transfers of such Shares shall cease to be registered.

15. Additional Information

15.1 Risks

(A) General Risks

Investors should be aware that there are risks inherent in the holding of securities:

- (A) Past performance is no guide to the future. The value of Shares, and any income from them, can go down as well as up, particularly in the short term, meaning that an investment may not be returned in full.
- (B) The tax treatment of a Sub-fund may change and such changes cannot be foreseen.
- (C) Where regular investments are made with the intention of achieving a specific capital sum in the future, this will normally be subject to maintaining a specified level of investment.

(D) Liabilities of the Company

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

(E) Dilution Adjustment

Investors should note that in certain circumstances a dilution adjustment may be applied on their purchase or redemption of Shares (see "Charges and Expenses" in paragraph 9).

(F) Suspension of Dealings in Shares

Investors are reminded that in certain circumstances their right to redeem Shares (including a redemption by way of switching) may be suspended (see "Suspension of Dealings" in paragraph 10.4).

(G) Charges to Capital

Where the prospectus states that all or part of fees and/or charges may be charged against capital rather than income, this will enhance income returns but may constrain future capital growth.

(H) Custody Risk

The Depositary may delegate the function of safekeeping of Financial Instruments to the Custodian, who may in turn appoint custody agents. The Depositary, Custodian or custody agents may hold Financial Instruments in fungible accounts (meaning the assets are interchangeable) or omnibus accounts (resulting in accounts being

combined). The use of omnibus accounts gives rise to a potential risk that there could be a shortfall in the Financial Instruments held in such an account should the total of the Financial Instruments be less than the aggregate entitlement of the Sub-fund. It is expected that such risks will be mitigated by the Custodian's trade matching and reconciliation processes, however in the event of an irreconcilable shortfall, the affected clients would bear the risk of any shortfall on a pro-rata basis and the Sub-fund may not recover all of its Financial Instruments.

(I) **Infectious Diseases**

Infectious diseases that pose significant threats to human health may be highly disruptive to global economies and markets. The economic and market disruptions caused by infectious diseases could significantly impact the value of the scheme property of the Company, the Sub-funds and the value of distributions paid to investors.

(J) **Investment objective: use of descriptions**

'TM Fulcrum Diversified Liquid Alternatives Risk'

Investors should note that this Sub-fund does not guarantee positive return or capital protection. Investor's capital is at risk and there is no guarantee that particular returns will be achieved, whether over a stated time period, or any other time period.

(B) **Specific Risks**

(A) **Fixed Interest Securities**

Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates increase, capital values may fall and vice versa. Inflation will erode the real value of capital. In addition, Companies may not be able to honour repayment on bonds they issue.

(B) **Investment in other schemes**

The Sub-funds may, subject to the FCA Rules, invest in unregulated collective investment schemes. Such schemes are subject to less onerous regulatory supervision than regulated schemes, and therefore may be considered higher risk.

These unregulated schemes may include hedge funds which may be illiquid, i.e. difficult to sell, and may also borrow to meet their objectives. This borrowing is likely to lead to volatility in the value of the scheme, meaning that a relatively small movement either down or up in the value of the scheme's total assets will result in a magnified movement in the same direction of the scheme's net asset value.

(C) **Regulatory Risks of Hedge Funds**

The regulatory environment for hedge funds is evolving and changes therein may adversely affect the ability of the Sub-fund to obtain the return it might otherwise obtain or to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held by the Sub-fund. The effect of any future regulatory or tax change on the Sub-fund is impossible to predict.

(D) **Foreign Exchange Risk**

The Net Asset Value of the Sub-fund will be computed in the base currency whereas the investments held for the account of the Sub-fund may be acquired in other currencies. The Sub-fund's Net Asset Value may change significantly when the currencies other than the base currency in which some of the Sub-fund's investments are denominated strengthen or weaken against the base currency. Currency exchange rates generally are determined by supply and demand in the foreign exchange markets and the perceived relative merits of investments in different countries. Currency exchange rates can also be affected unpredictably by intervention by government or central banks or by currency controls or political developments.

In addition currency hedging transactions, while potentially reducing the currency risks to which the Sub-fund would otherwise be exposed, involve certain other risks, including the risk of a default by a counterparty. In addition, where the Sub-fund enters into "cross-hedging" transactions (e.g., utilising a currency different from the currency in which the security being hedged is denominated), the Sub-fund will be exposed to the risk that changes in the value of the currency used to hedge will not correlate with changes in the value of the currency in which the securities are denominated, which could result in loss on both the hedging transaction and the Sub-fund securities.

Forward currency contracts involve the possibility that the market for them may be limited with respect to certain currencies and, upon a contract's maturity, the possible inability to negotiate with the dealer to enter into an offsetting transaction. There is no assurance that an active forward currency contract market will always exist. These factors restrict the ability to hedge against the risk of devaluation of currencies in which a substantial quantity of securities are being held for the Sub-fund and are unrelated to the qualitative rating that may be assigned to any particular security.

(E) **Currencies**

Currency fluctuations may adversely affect the value of the Sub-fund's investments and the income thereon and, depending on an investor's

currency of reference, currency fluctuations may adversely affect the value of their investment in Shares.

(F) Emerging Markets

Investment in emerging markets carries a higher risk than investing in mature markets. This is mainly because of the volatility of the markets and local regulations, and custody and registration arrangements, which may be less developed than in more mature markets.

(G) Net Asset Value

Whilst the Sub-fund may use the latest available published price in respect of each investment in order to calculate the Net Asset Value it reserves the right to use more recent valuations where this is considered appropriate. Such valuations may be based on an estimate of a more recent price of any unit or share in an underlying investment fund of other collective investment undertaking in which the Sub-fund invests obtained from or calculated on the basis of more recent information received from the underlying fund or undertaking or any of its service providers or agents. Subject to the FCA Rules, in the event that a price or valuation estimate accepted by the Sub-fund in relation to an underlying investment subsequently proves to be incorrect or varies from a final published price no adjustment to the Net Asset Value or Shares in issue will be made unless the ACD deems it appropriate in the circumstances.

(H) Financial Derivative Instruments

The Sub-fund may use futures, options, swaps, forwards and other derivative instruments for investment purposes and for the purpose of hedging against either price or currency fluctuations. The ACD's ability to use these strategies may be limited by market conditions, regulatory limits and tax considerations. Use of derivatives involves certain special risks, including (i) imperfect correlation between movements in the securities or currency on which a futures or options contract is based and movements in the securities or currencies in the Sub-fund; (ii) the absence of a liquid market for any particular instrument at any particular time; (iii) while the Sub-fund may not be leveraged or geared in any way through the use of derivatives, the degree of leverage inherent in futures trading, i.e., the low margin deposits normally required in futures trading, means that futures trading may be highly leveraged; accordingly, a relatively small price movement in a futures contract may result in an immediate and substantial loss to the Sub-fund; and (iv) possible impediments to the ability to meet redemption requests or other short-term obligations because of the percentage of the Sub-fund's assets segregated to cover its obligations. Hedging strategies necessarily add costs to the Sub-fund.

For derivative instruments other than purchased options, any loss suffered may exceed the amount of the initial investment made or the

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

Some derivative instruments are not readily marketable or may become illiquid under adverse market conditions. In addition, during periods of market volatility, a commodity exchange may suspend or limit trading in an exchange-traded derivative instrument which may make the contract temporarily illiquid and difficult to price. Commodity exchanges may also establish daily limits on the amount that the price of a futures contract or an option thereon can vary from the previous day's settlement price. Once the daily limit is exceeded, no trades may be made that day at a price beyond the limit. This may prevent the Sub-fund from closing out positions and limiting its losses.

Derivative transactions are typically undertaken under separate legal arrangements. In the case of OTC derivatives, a standard International Swaps and Derivatives Association ("ISDA") agreement is used to govern the trade between the sub-fund and the counterparty. The agreement covers situations such as a default of either party and also the delivery and receipt of collateral.

As a result, there is a risk of loss to the Sub-fund where liabilities in those agreements are challenged in a court of law.

- (I) The ACD may enter into currency hedging transactions for the purposes of reducing risk by limiting the effect of movements in exchange rates on the value of the relevant currency class Shares. Currently Class A US Dollar Accumulation Shares, Class A Euro Accumulation Shares, Class A Swiss Franc Accumulation Shares and Class C US Dollar Hedged Participatory Accumulation Shares are currency hedged share classes. Currency hedged transactions in respect of these share classes which are intended to mitigate the effects of exchange rate fluctuations between the currency of the hedged currency Shares and the base

currency of the Sub-fund may not be able to completely eliminate the effects of adverse changes in exchange rates. Similarly there may be a risk that commitments arising from currency hedging transactions may not be capable of being met out of the property attributable to the relevant currency class Shares, and may therefore be required to be satisfied out of the Scheme Property of other share classes within the Sub-fund. There is therefore a risk of 'contagion' in that other share classes within the Sub-fund may be affected by the hedging transactions undertaken in respect of the currency hedged Shares. Further details in respect of the operation of the hedged Share classes are set out in Appendix 5 "Share Classes".

(J) **Legal and Regulatory Risks**

Legal and regulatory (including taxation) changes could adversely affect the Company. Regulation (including taxation) of investment vehicles, such as the Sub-fund, is subject to change. The effect of any future legal or regulatory (including taxation) change on the Sub-fund is impossible to predict but could be substantial and have adverse consequences on the rights and returns of Shareholders.

15.2 Data Protection

The personal details of each applicant for Shares and each Shareholder will be held by the ACD and/or the Administrator as its agent in accordance with Data Protection Laws for the purposes of carrying out the ACD's agreement with each Shareholder. This may include the transfer of such data to other members of the ACD's group and to other businesses providing services to the ACD (including their offices outside the UK), where the transfer is necessary for the provision of services in relation to the ACD's role as operator of the Company. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the UK. In these instances the ACD will take steps to ensure that your privacy rights are respected. Shareholders have the right to access their personal data processed by the ACD together with (in certain circumstances) the right to object to the processing of such data for legitimate reasons. A copy of the ACD's Privacy Notice relating to investors is available at www.tutman.co.uk or on request from compliance@tutman.co.uk.

15.3 Electronic Verification

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, The Proceeds of Crime Act 2002, the Senior Management Arrangements Systems and Controls Source book and Joint Money Laundering Steering Group guidance notes (which are updated from time to time) state that the ACD must check your identity and the source of the money invested. The ACD may also request verification documents from parties associated with you. In some cases, documentation may be required for officers performing duties on behalf of bodies corporate. The checks may include an electronic search of information held about you (or your associated party) on the electoral roll and using credit reference agencies. The credit reference agency may check the details you (or your associated party) supply against any particulars on any database (public or otherwise) to which they

have access and may retain a record of that information although this is only to verify identity and will not affect your (or your associated party's) credit rating. They may also use your (or your associated party's) details in the future to assist other companies for verification purposes. If you apply for Shares you are giving the ACD permission to ask for this information in line with Data Protection Laws. If you invest through a financial adviser they must fill an identity verification certificate on your behalf and send it to the ACD with your application.

15.4 **Complaints**

Shareholders who have a complaint about the operation or marketing of the Company should, in the first instance, contact the ACD.

If a complaint cannot be resolved satisfactorily with the ACD, it may be referred to the Financial Ombudsman Service, at Exchange Tower, London E14 9SR.

A copy of the complaints handling procedure is available from the ACD on request.

15.5 **Investors Compensation Scheme**

Rights to compensation for Shareholders in the Company are those outlined in the compensation scheme from the FCA.

15.6 **Future disclosures**

The following information will be made available to Shareholders as part of the Company's annual report:

- a) the percentage of the Company's assets which are subject to special arrangements arising from their illiquid nature;
- b) any new arrangements for managing the liquidity of the Company;
- c) the current risk profile of the Company and the risk management systems employed by the ACD to manage those risks; and
- d) the total amount of leverage employed by the Company, as applicable.

Shareholders will also be provided with information regarding changes to:

- a) the maximum level of leverage that the ACD may employ on behalf of the Company; or
- b) any rights of re-use of collateral under the Company's leveraging arrangements; and
- c) any guarantee granted under the Company's leveraging arrangements.
- d) This information will be made available to Shareholders, without undue delay following the occurrence of that change, usually by

way of update to this Prospectus. Where required, such change will be preceded by notification to Shareholders.

15.7 Conflicts of Interest

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

The Depositary may, from time to time, act as the depositary of other open-ended investment companies with variable capital and as trustee or custodian of other collective investment schemes.

- (B) The FCA Rules contain provisions on conflict of interest governing any transaction concerning the Company which is carried out by or with any "affected person", which means the Company, an associate of the Company, the ACD, an associate of the ACD, the Depositary, an associate of the Depositary, any Investment Manager and any associate of any Investment Manager.

These provisions, among other things, enable an affected person (a) to sell or deal in the sale of property to the Company or the Depositary for the account of the Company; (b) vest property in the Company or the Depositary against the issue of Shares in the Company; (c) purchase property from the Company (or the Depositary) acting for the account of the Company; (d) enter into a stock lending transaction in relation to the Company; or I provide services for the Company. Any such transactions with or for the Company are subject to best execution on exchange, or independent valuation or arm's length requirements as set out in the FCA Rules. An affected person carrying out such transaction is not liable to account to the Depositary, the ACD, any other affected person, or to the holders of Shares or any of them for any benefits or profits thereby made or derived.

Investment of the property of the Company may be made on arm's length terms through a member of an investment exchange (acting as principal) who is an affected person in relation to the ACD. Neither the ACD nor any such affected person will be liable to account to the Company or to the holders of Shares for any profit made or derived out of such dealings.

- (C) Conflicts may arise between the interests of the ACD and its permitted delegates in certain circumstances, for example, where there is likelihood that:
- a) the delegate and an investor in a Company are members of the same group or have any other contractual relationship, if the investor

controls the delegate or has the ability to influence its actions (in such cases the likelihood of conflict is likely to increase the greater the extent of such control);

- b) the delegate makes a financial gain, or avoids a financial loss, at the expense of the Company or the investors in the Company;
- c) the delegate has an interest in the outcome of a service or an activity provided to the ACD or the Company;
- d) the delegate has a financial or other incentive to favour the interest of another client over the interests of the Fund or the investors in the Company;
- e) the delegate receives or will receive from a person other than the ACD an inducement in relation to the collective portfolio management activities provided to the ACD and the Company in the form of monies, goods or services other than the standard commission or fee for that service.

The ACD has a policy and procedures in place to monitor the conflicts of interest that may arise in the context of its delegation of certain of its functions. To the extent any actual conflicts of interest are determined to have arisen, the ACD will manage such conflicts to minimise any impact on the investment performance, and will also seek to prevent them from reoccurring. Certain activities may be required to be modified or terminated to minimise conflicts of interest which may be identified from time to time.

15.8 Non-Accountability for Profits

Neither the Company, the ACD, the Depositary, the Investment Manager (or any associate of the same) or the Auditors is liable to account to either each other or to shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with:

- (A) dealings in the shares of the relevant Sub-fund; or
- (B) any transaction in the Scheme Property; or
- (C) the supply of services to the Company.

16. Securities Financing Transactions

(A) Use of Securities Financing Transactions

The Sub-funds may use securities financing transactions to help meet their investment objective and/or as part of efficient portfolio management.

(B) Selection of counterparties

The Investment Manager selects execution-only brokers and counterparties and submits a request to the ACD's Investment Committee for approval. The ACD's Investment Committee reviews information provided by the Investment

Manager on the proposed counterparty to assess their credit-worthiness, together with the type, settlement and delivery mechanism of the proposed security transaction. The ACD's Investment Committee maintains a list of approved securities financing transactions counterparties, which is kept under review. This review covers the ownership structure, financial strength, regulatory oversight and commercial reputation of the relevant legal entities. Ongoing monitoring involves the review by the Investment Manager of audited and interim financial statements and market data service provider alerts.

Broker selection is based on, but not limited to, the following factors:

- a) ability to execute and execution quality;
- b) ability to provide liquidity/capital;
- c) price and quote speed;
- d) operational quality and efficiency; and
- e) compliance with regulatory reporting obligations.

(C) Acceptable Collateral

Eligible collateral types (for derivative trading) are approved by the Investment Manager, and are set out in the respective ISDA Credit Support Annexes. Generally, eligible collateral consists of UK gilts, US treasuries and negotiable debt obligations of a range of Eurozone countries, generally subject to a minimum credit-rating. Collateral is subject to a haircut on a sliding scale based on the residual maturity of the underlying instrument

Collateral obtained in respect of total return swaps must comply with the following criteria:

- a) liquidity: any collateral received other than cash should be of high quality, highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation;
- b) valuation: it should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place;
- c) issuer: it should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;
- d) correlation: it should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure of 20% of each Sub-fund's Net Asset Value to any single issuer on an aggregate basis, taking into account all collateral received;

- e) diversification: there is no restriction on the level of diversification required with respect to any country, market or issuer;
- f) maturity: collateral received may have a maturity date such as bonds or may not have a maturity date such as cash and equity; and
- g) enforceability: it should be capable of being fully enforced by each Sub-fund at any time without reference to or approval from the counterparty.

(D) **Collateral Valuation**

The value of collateral obtained is marked to market on a daily basis. Valuations are carried out daily and a margin is applied to collateral transactions so that, depending on the combination of securities on loan and the type of collateral received, the value of collateral required will range from 0% to 20% of the value of securities. The collateral is marked to market daily to maintain the 0% to 5% excess collateral to act as insurance for volatile market conditions.

Subject to the framework of agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the ACD's general intention that any collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate. The ACD has implemented a haircut policy in respect of each class of assets received as collateral. A haircut is a discount applied to the value of a collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut policy takes account of criteria including the asset types, liquidity, valuation, issuer credit quality, correlation and risks linked to the management of collateral and enforceability.

(E) **Collateral Risk Management**

In the event of a counterparty default or operational difficulty, securities that are loaned out may not be returned or returned in a timely manner. Should the borrower of securities fail to return the securities lent by each Sub-fund, there is a risk that the collateral received on such transactions may have a market value lower than that of the securities lent, whether due to inaccurate pricing of the collateral, adverse market movements in the value of the collateral, a deterioration in the credit rating of the issuer of the collateral, or the illiquidity of the market in which the collateral is traded. Delays in the return of securities on loan might restrict each Sub-fund's ability to complete the sale of securities or to meet redemption requests. A default by the counterparty combined with a fall in the market value of the collateral below that of the value of the securities lent, may result in a reduction in the value of each Sub-fund.

Collateral received will be held within a safekeeping account at the Depositary. The Sub-funds will be exposed to the risk of the Depositary not being able to fully meet its obligation to return the collateral when required in the case of bankruptcy of the Depositary.

(F) **Safekeeping**

The collateral and the assets underlying total return swap transactions (and that remain assets of the Sub-funds) will be held within a safekeeping account or record kept at the Custodian.

(G) **Policy on Sharing Revenue Generated by SFTs**

Collateral requirements are netted off against each other on an ongoing basis and paid to the relevant broker in the form of cash or equivalent.

APPENDIX 1: SUB-FUND DETAILS

1. TM FULCRUM DIVERSIFIED GROWTH FUND (NO LONGER AVAILABLE FOR INVESTMENT AND IN THE PROCESS OF BEING TERMINATED)

Investment Objective

The investment objective of the Sub-fund is to achieve long-term capital growth, by targeting an annual net return of inflation (measured against RPI) of +4-5% with lower volatility than equity markets (meaning the MSCI World 100% Hedge to GBP Index) over a rolling five year period.

Investors should be aware that the investors' capital is, in fact at risk, and there is no guarantee that these returns will be achieved, whether over rolling five year periods, or any other time period.

Investment Policy

The Sub-fund will seek to achieve its objective by investing in a well-diversified set of investments. The Sub-fund will target a 4-6% long-term tracking error to global capital markets.

The Sub-fund will hold a diversified portfolio, typically consisting of equities, fixed income, commodity related instruments and cash. Investments may be made directly, or in shares and/or units in collective investment schemes (including absolute return funds, index funds such as exchange traded funds (ETFs) and actively managed funds). Indirect exposure to commodities may be sought through investment in transferable securities, eligible index derivatives and collective investment schemes.

The Sub-fund may use derivatives for investment purposes and for efficient portfolio management purposes. The Sub-fund will use hedging strategies to reduce risk over the short term without materially altering its risk profile.

The investment objective and investment policy are subject to the limits in investment under the FCA Rules and as set out in Appendix 2 of this Prospectus. In addition to the restrictions set out in Appendix 2, the Sub-fund will:

1. Not short sell transferable securities, nor engage in securities lending transactions;
2. Not borrow any more than 10% of its Net Asset Value;
3. Invest no more than 15% of the Scheme Property in Fulcrum Alternative Beta+ Daily (a sub-fund of the Fulcrum UCITS SICAV which is managed by the Investment Manager).

Investment may be made in other collective investment schemes managed by the ACD, the Investment Manager, or an associate of either.

Performance Target

UK Retail Price Index (RPI) has been selected as the performance target because it is a key measure of consumer inflation in the United Kingdom. The Fund aims to deliver positive

returns of +4-5% in excess of RPI, over a five-year period. RPI is therefore an appropriate performance target for the Fund.

The ACD reserves the right to change the performance target following consultation with the Depositary and in accordance with the rules of COLL. A change could arise, for example, where the ACD determines that an alternative may be more appropriate.

Investor Profile

The Sub-fund is marketed to high net-worth clients, intermediaries and institutions.

Past Performance

Historical performance of the Sub-fund is set out in Appendix 7.

FCA PRN : 808505

Sub-Fund type: UK NURS

2. **TM FULCRUM DIVERSIFIED LIQUID ALTERNATIVES FUND**

Investment Objective

The investment objective of the Sub-fund is to achieve long-term returns of the Bank of England Base Rate +4%, net of fees, over rolling five year annualised periods. The Sub-fund will be managed without reference to a benchmark, however, the Sub-fund targets a lower volatility than equity markets, meaning the MSCI World Hedged. **A positive return is not guaranteed and capital is in fact at risk.**

Investment Policy

The Sub-fund seeks to achieve its objective by investing in a diversified portfolio of alternative assets, typically consisting of real estate securities, infrastructure securities, debt securities (including those issued by below-investment grade corporate bodies, developed and emerging market governments and/or supranational institutions), securitised credit instruments, convertible bonds, warrants, collective investment schemes (including index funds such as exchange traded funds (ETFs), actively managed funds, absolute return funds), cash, near cash and money market instruments. The Sub-fund will also have the ability to invest outside of alternative assets in equity securities, equity related securities, debt securities (including those issued by corporate bodies, governments and/or supranational institutions). Indirect exposure to commodities may be sought through investment in transferable securities, eligible index derivatives and collective investment schemes.

The Sub-fund may make significant use of derivatives for investment purposes and for efficient portfolio management. The Sub-fund will use hedging strategies to reduce risk over the short term without materially altering its risk profile.

The Sub-fund will be managed without reference to a benchmark, however, the Sub-fund targets a lower volatility than equity markets, meaning the MSCI World Hedged.

Investor Profile

The Sub-fund is marketed to high net-worth clients, intermediaries and institutions.

Past Performance

Historical performance of the Sub-fund is set out in Appendix 7.

FCA PRN: 808489

Sub-Fund type: UK NURS

APPENDIX 2: INVESTMENT AND BORROWING POWERS AND RESTRICTIONS

The following provisions apply in respect of the Company save where the context otherwise requires.

1 General rules of investment

- 1.1 The Scheme Property will be invested with the aim of achieving the investment objective of each Sub-fund but subject to the limits set out in Chapter 5.6 of COLL. These limits apply to each Sub-fund as summarised below.
- 1.2 The ACD's investment policies may mean that at times, where it is considered appropriate, the Scheme Property will not be fully invested and that prudent levels of liquidity which may at times be substantial or even (exceptionally) 100% will be maintained.

2 Prudent spread of risk

- 2.1 The ACD must ensure that, taking account of the investment objectives and policies of the Sub-funds, the Scheme Property aims to provide a prudent spread of risk.

3 Transferable Securities

- 3.1 A transferable security is an investment which is any of the following:
 - 3.1.1 a share;
 - 3.1.2 a debenture;
 - 3.1.3 an alternative debenture;
 - 3.1.4 a government and public security;
 - 3.1.5 a warrant; or
 - 3.1.6 a certificates representing certain securities (as such terms as defined in the FCA Glossary).
- 3.2 An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.
- 3.3 In applying paragraph 3.2 to an investment which is issued by a body corporate, and which is a share or debenture (as such terms as defined in the FCA Glossary), the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.
- 3.4 An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

4 Non-UCITS Retail schemes – general

4.1 The Scheme Property must, except where otherwise provided in Chapter 5.6 of COLL, only consist of any or all of:

- transferable securities;
- money-market instruments;
- permitted deposits;
- permitted units in collective investment schemes;
- permitted derivatives and forward transactions;
- permitted immovables, although each Sub-fund does not intend to invest in immovables at the present time; and
- gold up to a limit of 10% in value of the Scheme Property (although the Sub-funds does not intend to invest in gold at the present time).

4.2 Transferable securities and money-market instruments held within the Sub-fund must be admitted to or dealt in on an eligible market as described below;

4.2.1 Not more than 20% in value of the Scheme Property is to consist of transferable securities, which are not approved securities; or

4.2.2 Not more than 20% in value of the Scheme Property is to consist of money-market instruments not covered by paragraph 4.2 provided that they must be liquid and have a value which can be determined accurately at any time.

5 Eligible markets regime: purpose

5.1 To protect investors the markets on which investments of the Sub-fund are dealt in or traded on should be of an adequate quality (“eligible”) at the time of acquisition of the investment and until it is sold.

5.2 Where a market ceases to be eligible, investments on that market cease to be approved securities. The 20% restriction on investing in non-approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as an inadvertent breach.

5.3 A market is eligible for the purposes of COLL if it is:

5.3.1 a regulated market (as defined in the FCA Glossary); or

5.3.2 a market in the UK or an EEA State which is regulated, operates regularly and is open to the public.

5.4 A market not falling within paragraph 5.3 is eligible for the purposes of Chapter 5 of COLL if:

5.4.1 the ACD, after consultation with and notification to the Depositary (and any other directors of the OEIC), decides that market is appropriate for investment of, or dealing in, the Scheme Property;

5.4.2 the market is included in a list in the prospectus; and

5.4.3 the Depositary has taken reasonable care to determine that:

(a) adequate custody arrangements can be provided for the investment dealt in on that market; and

(b) all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

5.5 In paragraph 5.4, a market must not be considered appropriate unless it is regulated, operates regularly, is recognised as a market or exchange or as a self-regulating organisation by an overseas regulator, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.

5.6 The eligible markets for each Sub-fund are set out below at Appendix 3.

6 Spread: general

6.1 This paragraph does not apply in respect of a transferable security or an approved money-market instrument to which paragraph 7 applies.

6.2 The specific limits are set out as follows:

6.2.1 not more than 20% in value of the Scheme Property is to consist of deposits with a single body;

6.2.2 not more than 10% in value of the Scheme Property is to consist of transferable securities or money-market instruments issued by any single body (except that the limit of 10% is raised to 25% in value of the scheme property in respect of covered bonds);

6.2.3 the exposure to any one counterparty in an OTC derivative transaction must not exceed 10% in value of the Scheme Property; and

6.2.4 not more than 35% in value of the scheme property is to consist of the units of any one collective investment scheme.

6.3 In applying the limit under paragraph 6.2 certificates representing certain securities are treated as equivalent to the underlying security.

6.4 For the purposes of this paragraph 6.1, a single body is:

6.4.1 in relation to transferable securities and money-market instruments, the person by whom they are issued; and

6.4.2 in relation to deposits, the person with whom they are placed.

7 Spread: Government and public securities

7.1 The following applies in respect of transferable securities or approved money-market instruments ("such securities") that are issued and guaranteed by:

7.1.1 the UK or an EEA State;

7.1.2 a local authority of the UK or an EEA State;

7.1.3 a non-EEA State; or

7.1.4 a public international body to which the UK or one or more EEA States belong.

7.2 Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in such securities or in any one issue.

7.3 The Company may invest more than 35% in value of the Scheme Property in such securities issued by any one body, provided that:

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

7.3.2 no more than 30% in value of the Scheme Property may consist of such securities of any one issue; and

7.3.3 the Scheme Property must include at least six different issues whether of that issuer or another issuer.

7.4 In relation to such securities:

7.4.1 issue, issuer and issuer include guarantee, guaranteed and guarantor; and

7.4.2 an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.

7.5 Notwithstanding paragraph 6.1 and subject to paragraphs 6.2.1 and 6.4 above, in applying the 20% limit in paragraph 6.2.1 with respect to a single body, such securities issued by that body shall be taken into account.

7.6 More than 35% in value of the Scheme Property may be invested in such securities issued by:

7.6.1 the government of the United Kingdom of Great Britain and Northern Ireland; or

7.6.2 the Scottish Administration; or

7.6.3 the Executive Committee of the Northern Ireland Assembly; or

7.6.4 the National Assembly for Wales; or

7.6.5 the government of any of the following countries or territories outside the United Kingdom:

- 7.6.5.1 Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain and Sweden; or
- 7.6.5.2 Australia, Canada, Japan, New Zealand, Switzerland and the United States of America.

8 Investment in collective investment schemes

Except for a feeder fund or a scheme dedicated to units in a single property authorised investment fund (which are not relevant for the Sub-funds) not more than 35% in value of the Scheme Property is to consist of units of any one collective investment scheme. The Sub-funds may invest in units in a collective investment scheme ("second scheme") provided that the investment is permitted under paragraphs 8.1 to 8.7:

- 8.1 The second scheme is a scheme which:
- 8.1.1 is a UK UCITS or satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
 - 8.1.2 is a Non-UCITS retail scheme; or
 - 8.1.3 is a recognised scheme (as defined in the FCA Glossary);
 - 8.1.4 is constituted outside the United Kingdom and the investment and borrowing powers of which are the same or more restrictive than those of a Non-UCITS retail scheme; or
 - 8.1.5 is a scheme not falling within paragraphs 8.1.1 to 8.1.4 and in respect of which no more than 20% in value of the Scheme Property (including any transferable securities which are not approved securities) is invested;
- 8.2 The second scheme is a scheme which operates on the principle of the prudent spread of risk;
- 8.3 The second scheme is a scheme which complies where relevant with rule 5.2.16R of COLL (Investment in other group schemes).
- 8.4 The second scheme is a scheme which has terms which prohibit more than 15% in value of the Scheme Property consisting of units in collective investment schemes;
- 8.5 The participants in the second scheme must be entitled to have their units redeemed in accordance with the scheme at a price related to the net value of the property to which the units relate and determined in accordance with the scheme; and
- 8.6 Where the second scheme is an umbrella the provisions of 8.2 and 8.4 to 8.5 above and COLL 5.6.7(R) (Spread: General) apply to each sub-fund as if it were a separate scheme.
- 8.7 Rule 5.6.11R of COLL (Investment in associated collective investment schemes) is complied with i.e. the Sub-funds may only invest in other group schemes (other

collective investment schemes which are managed and operated by the ACD or an associate of the ACD) provided the rules on double charging contained in the COLL Sourcebook are complied with.

- 8.8 Up to 100% in value of the Scheme Property of the Sub-funds may be invested in units in other collective investment schemes.
- 8.9 Schemes which (in respect of investment in units in collective investment schemes) are dedicated to units in a single property authorised investment fund must, in addition to the investment in the property authorised investment fund, only hold cash or near cash to maintain sufficient liquidity to enable the scheme to meet its commitments, such as redemptions. Schemes may also use techniques and instruments for the purpose of efficient portfolio management, where appropriate, such as forward foreign exchange transactions entered into for the purpose of reducing the effect of fluctuations in the rate of exchange between relevant currencies.
- 8.10 A list of the locations of the establishment of any second schemes which the Sub-funds may invest in from time to time is shown in Appendix 9.

9 Investment in warrants and nil and partly paid securities

- 9.1 The Sub-funds must not invest in warrants, and nil and partly paid securities unless the investment complies with the conditions in 5.6.9R of COLL (Investment in warrants and nil and partly paid securities).

10 Investment in money-market instruments

Where consistent with the Sub-funds' investment objective and policies, the Sub-funds may invest in money-market instruments which are normally dealt in on the money market, are liquid and whose value can be accurately determined at any time, provided:

- 10.1 the money-market instrument is listed on or normally dealt on an eligible market; or
- 10.2 the money-market instrument is:
 - 10.2.1 issued or guaranteed by a central, regional or local authority of the UK or an EEA State, a central bank of the UK or an EEA State, the Bank of England, the European Central Bank, the European Union or the European Investment Bank, a non-EEA State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which the UK or one or more EEA States belong; or
 - 10.2.2 issued by a body, any securities of which are dealt in on an eligible market; or
 - 10.2.3 issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by the UK or European community law or by an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by the UK or European community law.

10.3 not more than 20% in value of the Scheme Property may consist of money-market instruments which do not fall within the above conditions.

11 Derivatives

11.1 Under the FCA Rules derivatives are permitted for Non-UCITS Retail Schemes (such as the Sub-funds) for investment purposes. **The Sub-funds may use the Scheme Property to enter into transactions for the purposes of efficient portfolio management and for investment purposes. It is important to understand that utilising derivatives for general investment purposes can expose the Scheme Property to a higher degree of risk than using derivatives for hedging purposes alone.**

11.2 **For example, because of the effect of gearing, relatively small market movements can result in disproportionately high levels of loss. Off exchange transactions can carry higher levels of risk due to lack of liquidity, difficulty in valuing investments and difficulties in determining a fair price.**

11.3 **(Further details of the risks in using derivatives for investment purposes are set out in the paragraph titled 'Financial Derivative Instruments' under paragraph 15 titled 'Additional Information – Risks').**

12 Total return swaps

12.1 Total return swaps are agreements under which one party makes payments based on a set rate, either fixed or variable, while the other party makes payments based on the total return (including both the income it generates and any capital gains) of an underlying asset (for example, a commodity or stock market index). In this way, a party can gain the economic exposure of the underlying asset without actually owning that asset.

12.2 The Sub-funds may enter into a range of swap transactions in pursuit of its investment objective (including total return swaps) or other financial derivatives instruments with similar characteristics. The underlying assets and investment strategies or such swaps, to which exposure will be gained, are described in the investment objective and policy of the Sub-funds.

12.3 The specific types of total return swaps permitted are foreign exchange, interest rates, fixed income, equity and commodity indices.

12.4 The maximum net proportion of the assets under management of the Sub-funds that can be subject to total return swaps is 50% long and 50% short

12.5 The expected net proportion of the assets under management of the Sub-funds that will be subject to total return swaps is 10% of Net Asset Value.

12.6 The Sub-funds may not enter into such a swap or other derivative transaction where (1) the counterparty is permitted to have discretion over the composition or management of the Sub-funds' portfolio or over the underlying of financial derivative instruments used by the Sub-funds; or (2) the counterparty's approval is required in relation to any investment decision made by the Sub-funds.

- 12.7 The counterparties of these transactions will be highly rated financial institutions specialising in these types of transactions and submitted by the Investment Manager to the ACD for approval, after being assessed against a strict due diligence process that includes their credit rating, their legal status and their country of origin. For more information, please see paragraph 16 above (Securities Financing Transactions).
- 12.8 Total return swaps generate additional revenue for the benefit of the Sub-funds. 100% of this revenue will be retained by the relevant Fund.

13 Investment in deposits

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

14 Immovables

- 14.1 Subject to obtaining Shareholder and FCA approval and amending the Instrument, the Sub-funds may elect to have an interest in immovable property or movable property for the direct pursuit of the Sub-funds' business. In the event the Sub-funds elects to widen its investment powers in this way the following rules will apply. Any investment in land or a building must not be retained in the Scheme Property unless:

14.1.1 it is situate in a country or territory identified in this Prospectus;

14.1.2 it is a freehold or leasehold interest of property situate in England, Wales or Northern Ireland or any interest estate in or over land or heritable right including a long lease of property situate in Scotland or any equivalent interest for such land or buildings not situate in England, Wales, Northern Ireland or Scotland.

- 14.2 The ACD must ensure that title to the land or building is a good and marketable title.

- 14.3 The ACD must organise a valuation report in accordance with COLL 5.6.18(4)R to 5.6.18(7)R.

- 14.4 Any investment in land or a building must not be retained in the Scheme Property unless:

14.4.1 not more than 15% in value of the Scheme Property of the Sub-funds may consist of any one immovable unless the immovable has been included in the Scheme Property in which case the limit is 25%;

14.4.2 the income receivable from any one group in any accounting period must not be attributable to immovables comprising more than 25% or in the case of a government or public body more than 35% of the value of the Scheme Property;

14.4.3 not more than 20% in value of the Scheme Property is to consist of mortgaged immovables and any mortgage must not secure more than 100% of the value in COLL 5.6.18R(4) (on the assumption the immovable is not mortgaged);

14.4.4 an immovable may be mortgaged up to 100% of the value in 14.4.2 provided that no more than 20% of the value of the Scheme Property consists of such immovables and any transferable securities which are not approved securities;

14.4.5 not more than 50% in value of the Scheme Property is to consist of immovables which are unoccupied and non-income producing or in the course of substantial development, redevelopment or refurbishment;

14.4.6 no option may be granted to a third party to buy any immovable comprised in the Scheme Property unless the value of the relevant immovable is not more than 20% of the value of the Scheme Property together with, where appropriate, the value of investments in unregulated collective investment schemes and any transferable securities which are not approved securities;

14.4.7 as from 1 April 2006, mortgaged immovables in 14.4.3 must not exceed 20% of the value of the Scheme Property together with any transferable securities which are not approved securities.

14.5 There is no current intention for the Sub-funds to invest in immovable property or to hold immovable property for the direct pursuit of its business.

15 Cash and near cash

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

15.1.1 the pursuit of the Sub-funds' investment objectives; or

15.1.2 redemption of Shares; or

15.1.3 efficient management of the Sub-funds in accordance with its investment objectives; or

15.1.4 other purposes which may reasonably be regarded as ancillary to the investment objectives of the Sub-funds.

16 Schemes replicating an index

16.1 The Sub-funds may invest up to 20% in value of the Scheme Property in shares and debentures which are issued by the same body where the aim of the investment policy of the Sub-funds is to replicate the performance of composition within COLL 5.6.23R(3). (At present this is not applicable to the Sub-funds).

17 General power to borrow

17.1 The Sub-funds may, in accordance with this paragraph and subject to COLL, borrow money for the use of the Sub-funds on terms that the borrowing is to be repayable out of the Scheme Property. This power to borrow is subject to the obligation of the Sub-funds to comply with any restriction in the instrument constituting the Sub-funds.

17.2 The Sub-funds may borrow under paragraph 17.1 only from an Eligible Institution or an Approved Bank.

17.3 The Sub-funds must not issue any debenture unless it acknowledges or creates a borrowing that complies with paragraph 17.1 to 17.4 and 18.

17.4 These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes.

18 Borrowing limits

18.1 The ACD must ensure that the Sub-fund's borrowing does not, on any Business Day, exceed 10% of the Net Asset Value of the Scheme Property of the Sub-funds.

18.2 This limit does not apply to "back to back" borrowing.

18.3 For the Sub-funds, borrowing does not include any arrangement for the Sub-funds to pay to a third party (including the ACD) any costs which the Sub-funds is entitled to amortise and which were paid on behalf of the Sub-funds by the third party.

19 Restrictions on lending of money

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

19.2 Acquiring a debenture is not lending for the purposes of paragraph 19.1 nor is the placing of money on deposit or in a current account.

19.3 Paragraph 19.1 does not prevent the Sub-funds from providing an officer of the Sub-funds with funds to meet expenditure to be incurred by them for the purposes of the Sub-funds (or for the purposes of enabling them properly to perform their duties as an officer of the Sub-funds) or from doing anything to enable an officer to avoid incurring such expenditure.

20 Restrictions on lending of property other than money

20.1 The Scheme Property of the Sub-funds other than money must not be lent by way of deposit or otherwise.

20.2 Transactions permitted by paragraph 24 are not lending for the purposes of paragraph 25.

21 General power to accept or underwrite placings

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

21.2 This section applies, subject to paragraph 21.3, to any agreement or understanding:

21.2.1 which is an underwriting or sub-underwriting agreement; or

21.2.2 which contemplates that securities will or may be issued or subscribed for or acquired for the account of the Sub-funds.

21.3 Paragraph 21.2 does not apply to:

21.3.1 an option; or

21.3.2 a purchase of a transferable security which confers a right:

- (a) to subscribe for or acquire a transferable security; or
- (b) to convert one transferable security into another.

21.3.3 The exposure of the Sub-funds to agreements and understandings within paragraph 21.2 must, on any Business Day:

- (a) be covered in accordance with the requirements of rule 5.5.8R(4) of COLL; and
- (b) be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in Chapter 5 of COLL.

22 Guarantees and indemnities

22.1 The Sub-funds or the Depositary for the account of the Sub-funds must not provide any guarantee or indemnity in respect of the obligation of any person.

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

22.3 Paragraphs 22.1 and 22.2 do not apply to:

22.3.1 any indemnity or guarantee given for margin requirements where the derivatives or forward transactions are being used in accordance with COLL, Chapter 5.

22.3.2 in respect of the Sub-funds:

22.3.3 an indemnity falling within the provisions of regulation 62(3) (Exemptions from liability to be void) of the Regulations;

22.3.4 an indemnity (other than any provision in it which is void under regulation 62 of the OEIC Regulations) given to the Depositary against any liability incurred by it as a consequence of the safekeeping of any of the Scheme Property by it or by anyone retained by it to assist it to perform its function of the safekeeping of the Scheme Property; and

22.3.5 an indemnity given to a person winding up a scheme if the indemnity is given for the purposes of arrangements by which the whole or part of the property of that scheme becomes the first property of the Sub-funds and the holders of units in that scheme become the first Shareholders in the Sub-funds.

23 Hedging

23.1 The Sub-funds may also utilise the Scheme Property to enter into transactions for the purposes of hedging ("Hedging"). Permitted Hedging transactions (excluding stock lending arrangements) are transactions in derivatives e.g. to hedge against price or currency fluctuations, dealt with or traded on an eligible derivatives market; off-exchange options or contracts for differences resembling options; or synthetic futures in certain circumstances. There is no limit on the amount or value of the property of the Scheme which may be used for Hedging but the ACD must take reasonable care to ensure that the transaction is economically appropriate to the reduction of the relevant risks (whether in the price of investments, interest rates or exchange rates) or to the reduction of the relevant costs and/or to the generation of additional capital or income with an acceptably low level of, risk. The exposure must be fully "covered" by cash and/or other property sufficient to meet any obligation to pay or deliver that could arise (see below).

23.2 Permitted transactions are those that the Sub-funds reasonably regards as economically appropriate to Hedging, that is:

23.2.1 Transactions undertaken to reduce risk or cost in terms of fluctuations in prices, interest rates or exchange rates where the ACD reasonably believes that the transaction will diminish a risk or cost of a kind or level which it is sensible to reduce; or

23.2.2 Transactions for the generation of additional capital growth or income for the Sub-funds by taking advantage of gains which the ACD reasonably believes are certain to be made (or certain, barring events which are not reasonably foreseeable) as a result of:

- (i) pricing imperfections in the market as regards the property which the Sub-funds holds or may hold; or
- (ii) receiving a premium for the writing of a covered call option or a covered put option on property of the Sub-funds which the Sub-funds is willing to buy or sell at the exercise price, or

23.2.3 Stock lending arrangements.

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

23.3 Transactions may take the form of "derivatives transactions" (that is, transactions in options, futures or contracts for differences) or forward currency transactions. A derivatives transaction must either be in a derivative which is traded or dealt in on an eligible derivatives market (and effected in accordance with the rules of that market), or be an off-exchange derivative which complies with the relevant conditions set out in the FCA Rules, or be a "synthetic future" (i.e. a composite derivative created out of two separate options). Forward currency transactions must be entered into with counterparties who satisfy the FCA Rules. A permitted transaction may at any time be closed out.

23.4 Eligible derivatives markets are those which the ACD, after consultation with the Depositary, has decided are appropriate for the purpose of investment of or dealing in

the property with regard to the relevant criteria set out in the FCA Rules and the formal guidance on eligible markets issued by the FCA as amended from time to time. The eligible securities markets and derivatives markets for the Sub-funds are set out in Appendix 3.

24 Cover

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

25 Stock lending

- 25.1 The Sub-funds (or the Depositary at the request of the Sub-funds) may enter into stock lending arrangements for the purposes of Hedging. Such arrangements must comply with the FCA Rules and the relevant requirements of the Taxation of Chargeable Gains Act 1992. Briefly, stock lending may be described as an arrangement where the Sub-funds delivers securities in return for which it is agreed that the securities of the same kind and amount should be redelivered back at a later date and, at the time of delivery, the Sub-funds receives assets to cover against the risk of the future redelivery not being completed.
- 25.2 There is no current intention for the Sub-funds to enter into stock lending arrangements.

26 FX Hedging

- 26.1 The base currency of the Sub-funds is Sterling. The Sub-funds intends to acquire and re-sell assets denominated in various currencies and the ACD retains the right to hedge the Sub-funds' exposure to currency fluctuations.

APPENDIX 3: ELIGIBLE MARKETS

A market is an “eligible market” if it is:

- a) a regulated market (as defined in the FCA Glossary);
- b) an established market in the UK or an EEA State which is regulated, operates regularly and is open to the public;
- c) a market which the ACD, after consultation with the Depositary, determines is appropriate for the purpose of investment of, or dealing in the property of the Company. In accordance with the relevant criteria in COLL, such a market must be regulated; operate regularly; recognised as a market or exchange or as a self-regulating organisation by an overseas regulator; open to the public; be adequately liquid; and have adequate arrangements for unimpeded transmission of income and capital to, or to the order, of investors.

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

SECURITIES MARKETS IN NON-MEMBER STATES

Australia	ASX Group
Brazil	BM&F BOVESPA
Canada	Toronto Exchange Group TSX Venture Exchange Montreal Exchange
Chile	Santiago Exchange
China	Shanghai Stock Exchange
Hong Kong	Hong Kong Stock Exchange
Indonesia	Indonesia Stock Exchange IDX
Japan	Tokyo Stock Exchange
Japan	Osaka Securities Exchange
Japan	JASDAQ Securities Exchange
Korea	Korea Composite Stock Price Index
Malaysia	Bursa Malaysia Securities
Mexico	Mexico Stock Exchange
New Zealand	New Zealand Stock Exchange (NZX)
Philippines	Philippines Stock Exchange
Singapore	Singapore Exchange (SGX)
South Africa	JSE Ltd
Switzerland	SIX Swiss Exchange AG
Taiwan	Taiwan Stock Exchange
Thailand	Stock Exchange of Thailand (SET)
United States	NYSE Euronext
United States	NASDAQ

ELIGIBLE DERIVATIVES MARKETS

Austria	Wiener Borse - Vienna Stock Exchange
Australia	ASX Group
Brazil	BM&F BOVESPA
Canada	Montreal Exchange Toronto Exchange Group
Denmark	Copenhagen Stock Exchange
France	Eurolist Paris
Germany	EUREX
Hong Kong	Hong Kong Stock Exchange
Italy	Italy Equities Derivatives Market (IDEM)
Italy	Futures Market for Government Securities (MIF) part of Borsa Italiana
Japan	Tokyo Stock Exchange
Korea	Korea Composite Stock Price Index
Netherlands	Eurolist Amsterdam
Poland	Warsaw Stock Exchange (WSE)
Singapore	Singapore Exchange (SGX)
Spain	MEFF (Renta Variable & Fija)
Sweden	Stockholmborsen
Switzerland	Eurex
Taiwan	Taiwan Stock Exchange
UK	London International Financial Futures and Options Exchange (LIFFE)
UK	Alternative Investment Market of the London Stock Exchange (AIM) When Issued Trading
UK	London Securities & Derivatives Exchange Ltd (OMLX)
United States	CME Group Inc
United States	NYSE Euronext
United States	NASDAQ OMX PHIL
United States	NYSE Arca Equities
United States	NASDAQ
United States	The market in transferable securities issued by or on behalf of the United States of America conducted through those persons for the time being recognised and supervised by the Federal Reserve Bank of New York and known as primary dealers

APPENDIX 4: MANAGEMENT AND ADMINISTRATION

1. Authorised Corporate Director

- 1.1. The ACD is TUTMAN LLP, a limited liability partnership incorporated in England on 2 November 2011 with registered number OC369415.
- 1.2. The ACD is an authorised fund manager (for the purposes of COLL) and a UK AIFM for the purposes of the UK AIFM regime.
- 1.3. The registered office and head office address for the ACD is located at Exchange Building, St Johns Street, Chichester, West Sussex PO19 1UP.
- 1.4. TUTMAN LLP members' capital is £875,000.
- 1.5. The members of the ACD are:

Thesis Unit Trust Management Limited	Designated Member
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Thesis Holdings Limited	Designated Member
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Thesis Unit Trust Management Limited is wholly owned by Thesis Holdings Limited, a private limited company incorporated in Jersey with number 123560.

- 1.6. The ACD is responsible for managing and administering the Company's affairs in compliance with the COLL. The ACD is a UK AIFM for the purposes of the UK AIFM regime.
- 1.7. The ACD is the authorised fund manager of other regulated collective investment schemes. Details of these funds, as at the date of this Prospectus, are set out in Appendix 8.

2. The ACD Agreement

- 2.1. The appointment of the ACD has been made under an agreement between the Company and the ACD dated 1 April 2016 (the "ACD Agreement").
- 2.2. The ACD Agreement provides that the appointment of the ACD may be terminated upon resolution of the Company in general meeting giving not less than 6 months prior written notice to the ACD or forthwith in certain circumstances by the ACD to the Company or the Depositary, or by the Depositary or the Company to the ACD. Termination cannot take effect until the FCA has approved the change of ACD.
- 2.3. The ACD is entitled to its pro rata fees and expenses to the date of termination and any additional expenses necessarily realised in settling or realising any outstanding obligations. No compensation for loss of office is provided for in the agreement. The ACD Agreement provides indemnities to the ACD other than for certain matters including those arising by reason of its fraud, negligence, wilful default, breach of duty or its bad faith, in the performance of its duties and obligations.
- 2.4. Under the ACD Agreement the ACD is entitled to delegate all of its functions to third parties, including without limitation, its investment advisory, administration and

registrar functions. The parties, to whom these functions are delegated, are set out below.

- 2.5. Investors buy and redeem Shares through the ACD who nets them to reduce the number of Shares issued or cancelled by the Company. When carrying out deals in Shares the ACD acts as principal but does not profit from this activity.
- 2.6. The fees the ACD is entitled to are in Appendix 5 where details of each Share Class, and the applicable fees, are set out.
- 2.7. The ACD will cover at all times the risks outlined below of loss or damage caused by any relevant person through the negligent performance of activities for which the ACD has legal responsibility by maintaining an amount of own funds, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules. In addition, the ACD holds significant professional indemnity insurance against liability arising from professional negligence which is appropriate to the risks covered, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules.
- 2.8. The risks which are specifically covered by this approach include, without being limited to, risks of:
 - 2.8.1. loss of documents evidencing title of assets of the Company;
 - 2.8.2. misrepresentations or misleading statements made to the Company or its investors;
 - 2.8.3. acts, errors or omissions resulting in a breach of:
 - 2.8.3.1. legal and regulatory obligations;
 - 2.8.3.2. duty of skill and care towards the Company and its investors;
 - 2.8.3.3. fiduciary duties;
 - 2.8.3.4. obligations of confidentiality;
 - 2.8.3.5. the terms of the Instrument of Incorporation;
 - 2.8.3.6. terms of appointment of the ACD by the Company;
 - 2.8.4. failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts;
 - 2.8.5. improperly carried out valuation of assets or calculation of Share prices;
 - 2.8.6. losses arising from business disruption, system failures, failure of transaction processing or process management
- 2.9. The ACD is authorised and regulated by the FCA whose address is set out in the Directory at the front of this Prospectus.

2.10. Subject to the FCA Rules, the ACD may delegate certain of its functions. Accordingly:

2.10.1. The ACD has delegated the provision of investment management services to the Investment Manager; and

2.10.2. the ACD has delegated certain administrative functions to the Registrar, the Administrator and the Fund Accountant.

3. The Depositary

3.1. The Depositary of the Company is NatWest Trustee and Depositary Services Limited, a private limited company registered in England and Wales with company number 11194605.

3.2. The ultimate holding company is NatWest Group plc, which is incorporated in Scotland.

3.3. The Depositary's registered and head office address is 250 Bishopsgate, London EC2M 4AA. The address of its office which handles matters relating to the Company is set out in the Directory at the front of this Prospectus.

3.4. The Depositary's principal activity is the provision of trustee and depositary services.

3.5. The Depositary is established in the UK and is authorised and regulated by the FCA to act as a depositary of a UK UCITS or a UK AIF.

3.6. Duties of the Depositary

The Depositary is responsible for the safekeeping of the Scheme Property, monitoring the cash flows of the Company and must ensure that certain processes carried out by the ACD are performed in accordance with the applicable rules and scheme documents.

3.7. Terms of Appointment

The appointment of the Depositary has been made under the terms of the Depositary Agreement between the Company, the ACD and the Depositary.

The Depositary Agreement provides that the Depositary be engaged to maintain the safe custody of the Scheme Property and to fulfil other duties required in the OEIC Regulations, COLL and FUND.

Under the Depositary Agreement the Depositary has the power to appoint sub-custodians and may include in such appointment powers to sub-delegate. The Depositary has delegated custody of the Scheme Property to J.P. Morgan Chase Bank N.A. London Branch (the "Custodian"). Contact details for the Custodian are set out in the Directory at the front of this Prospectus. The Custodian has, in turn, sub-delegated the custody of assets in certain markets in which the Company may invest to various sub-delegates ("sub-custodians").

Under the Depositary Agreement the Depositary will be liable to the Company for any loss of Financial Instruments held in custody or for any liabilities incurred by the Company as a direct result of the Depositary's fraud, negligence or negligent or

intentional failure to properly fulfil its obligations under the Depositary Agreement or the UK AIFM regime.

However, where the event which led to the loss of a Financial Instrument is not the result of the Depositary's own act or omission (or that of its sub-custodian), the Depositary is discharged of its liability for the loss of a Financial Instrument where the Depositary can prove that the Depositary could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent depositary as reflected in common industry practice and despite rigorous and comprehensive due diligence. The ACD will inform investors without delay of any changes with respect to the Depositary's liability.

The Depositary Agreement provides that the Depositary will be indemnified by the Company in respect of any liabilities suffered or incurred by the Depositary in the proper performance of its obligations and duties under the Depositary Agreement except in the case of fraud or negligent breach of the Depositary Agreement or of any applicable laws.

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

Other than to exercise the rights of lien or set off over the Scheme Property in relation to unpaid fees and expenses in relation to the proper performance of services under the Depositary Agreement or sub-custody agreement and unless otherwise agreed by the ACD on behalf of the Company, the Depositary shall not be entitled to, and no sub-custodian of the Depositary shall be authorised by the Depositary to, transfer or re-use for its own purpose and benefit any of the Scheme Property it has been entrusted with.

Details of the fees payable to the Depositary are set out in this Prospectus at paragraph 9.5, "Depositary's Fees".

3.8. Conflicts of interest

The Depositary may act as the depositary of other open-ended investment companies or authorised unit trusts and as trustee or custodian of other collective investment schemes.

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

As the Depositary operates independently from the Company, Shareholders, the ACD and its associated suppliers and the Custodian, the Depositary does not anticipate any conflicts of interest arising between it and any of the aforementioned parties and has confirmed that it is not aware of any conflict of interest arising from its delegation of custody of Company assets. Should any such conflict arise, the Depositary shall notify the ACD and take necessary steps to address the conflict.

The Depositary is under no obligation to account to the ACD, the Company or the Shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with its role as depositary.

4. The Investment Manager

- 4.1. The ACD has appointed Fulcrum Asset Management LLP as its Investment Manager ("the Investment Manager") by an agreement dated 1 April 2016 ("the Investment Management Agreement"). The address for Fulcrum Asset Management LLP registered office is set out in the Directory at the front of this Prospectus.
- 4.2. The principal activity of the Investment Manager is the provision of investment, management and advisory services and the provision of funds for non-retail and institutional investment. The Investment Manager is required to comply with its own execution policy. A copy of the Investment Manager's execution policy is available from the ACD or may be available on the Investment Manager's website, listed in the Directory.
- 4.3. Fulcrum Asset Management LLP is authorised and regulated by the Financial Conduct Authority.
- 4.4. **Investment Management Agreement**

The Investment Management Agreement authorises the Investment Manager to manage and to act as Investment Manager for the investment and reinvestment of the assets of the Company. In the exercise of the ACD's investment functions it will be allowed complete discretion subject to compliance with the investment objective and policy of the Company, the Instrument of Incorporation, the Regulations and supervision by the ACD. It may also direct the exercise of rights (including voting rights) attaching to the ownership of the property of the Company.

The Agreement may be terminated after the expiry of an initial period of five years and on the expiry of each five-year period thereafter, provided that the ACD may terminate the Agreement with immediate effect in the interests of Shareholders.

The Investment Manager may only sub-delegate its functions with the prior consent of the ACD.

The appointment of the Investment Manager has been made under an agreement between the ACD and the Investment Manager. The Investment Management Agreement contains provisions to the following effect:

- a) the ACD will indemnify the Investment Manager against certain losses incurred by the Investment Manager but, in the absence of fraud, the

ACD's liability will be limited to the assets of the Company available to meet such a claim;

- b) the Investment Manager will be liable for certain losses suffered by the ACD or the Company;
- c) the Investment Manager shall not be liable for any non-performance of its obligations due to causes beyond its control; and
- d) the agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

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

- a) By investing in the Company through Electronic Communications (paragraph 10.2) or by submitting an application form to the Administrator, the investor makes an offer to subscribe for Shares which, once it is accepted by the ACD, or the Administrator on its behalf, has the effect of a binding contract to subscribe for Shares.
- b) The provisions of the scheme documents made between the ACD and the Depositary by way of which the Company is constituted, as the same may be amended from time to time are binding on each of the Shareholder (who are taken to have notice of them) as if that Shareholder was a party to it with effect on and from the date that any person has become a Shareholder.
- c) The scheme documents and the application form are each made under and governed by and shall be construed in accordance with the laws of England and Wales. The Company, the ACD and Shareholders of the Company will be subject to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of, or in connection with, a Shareholder's investment in the Company or any related matter.
- d) The scheme documents may be amended by agreement between the ACD and the Depositary.
- e) Absent a direct contractual relationship between a Shareholder and the relevant service provider, Shareholders generally have no direct rights against the relevant service provider and there are only limited circumstances in which a Shareholder may potentially bring a claim against the relevant service provider. Instead, the proper claimant in an action in respect of which a wrongdoing is alleged to have been committed against the Company by the relevant service provider is, prima facie, the Company itself or the ACD acting on behalf of the Company, as the case may be.
- f) The Investment Manager may hold or trade in securities and instruments of the same type as the securities and instruments held or traded in by the funds and fund managers; they may also utilise

the same or similar strategies as those adopted by the fund managers. The Investment Manager may therefore trade and compete with fund managers and funds on an arm's length basis. In addition, the Investment Manager may make investments in other funds managed or advised by it.

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

5. The Administrator, Registrar and Fund Accountant

The ACD has appointed J.P. Morgan Europe Limited (the "Administrator") to provide administration and fund accountancy services to both Sub-funds.

For both Sub-funds the ACD has appointed FNZ TA Services Limited to provide registrar and transfer agency services (the "Registrar"). FNZ TA Services Limited is authorised and regulated by the Financial Conduct Authority.

The Administrator and Registrar were appointed by agreements entered into with the ACD (the "Administration and Registrar Services Agreements"). The Administration and Registrar Services Agreements may be terminated on 180 days' written notice by the Administrator, the Registrars or the ACD (as applicable). The principal activity of the Administrator is the provision of administration services.

The duties of the Registrar include:

- a) maintaining the Register;
- b) receiving and processing requests for subscriptions for, or redemptions of, Shares in the Company;
- c) administering the payment of distributions to Shareholders in the Company;

The duties of the Administrator include:

- a) dealing with certain regulatory reporting requirements on behalf of the Company and the ACD;
- b) maintaining the accounting records of the Company;
- c) assisting in calculating the Net Asset Value of the Company, as well as to provide fund accounting services in respect of the Company.

In line with the regulations that govern such operational outsourcing, the ACD retains responsibility for all work performed on its behalf and investors' rights are not affected by this delegation.

There are no conflicts of interest arising through delegation of these functions by the ACD.

6. Register

The Register can be inspected at the offices of the Registrar located at FNZ TA Services Limited, Level 7, 2 Redman Place, Stratford E20 1JQ during normal business hours.

7. The Auditor

The auditor of the Company is Deloitte LLP. The address, for the Auditor, is set out in the Directory at the front of this Prospectus.

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

- a) whether, in the Auditor's opinion, the accounts have been properly prepared in accordance with the relevant Statement of Recommended Practice, the rules in COLL, and the Instrument of Incorporation;
- b) whether, in the Auditor's opinion, the accounts give a true and fair view of the net revenue and the net capital gains or losses on the Scheme Property of the Company for the annual accounting period in question and the financial position of the Company as at the end of that period;
- c) whether the Auditor is of the opinion that proper accounting records for the Company have not been kept or whether the accounts are not in agreement with those records;
- d) whether the Auditor has been given all the information and explanations which, to the best of their knowledge and belief, are necessary for the purposes of this audit; and
- e) whether the Auditor is of the opinion that the information given in the report of the ACD for that period is consistent with the accounts.

APPENDIX 5: SHARE CLASSES

1. TM FULCRUM DIVERSIFIED GROWTH FUND:

(NO LONGER AVAILABLE FOR INVESTMENT AND IN THE PROCESS OF BEING TERMINATED)

In accordance with the Instrument of Incorporation the TM Fulcrum Diversified Growth Fund may issue the following Share Classes:

Classes of Shares		Class A Shares	Class A - Participatory Shares	Class C Shares	Class C - Participatory Shares	Class C – Hedged Participatory Shares	Class D Shares**	Class D - Participatory Shares
Minimum Investment	Sterling	£500,000	£500,000	£1,000,000	£1,000,000	N/A	£10,000	£10,000
	Euro	the Euro equivalent of £500,000	N/A	the Euro equivalent of £1,000,000	N/A	N/A	the Euro equivalent of £10,000	N/A
	US Dollar	the US Dollar equivalent of £500,000	N/A	the US Dollar equivalent of £1,000,000	N/A	the US Dollar equivalent of £1,000,000	the US Dollar equivalent of £10,000	N/A
	Swiss Franc	the Swiss Franc equivalent of £500,000	N/A	the Swiss Franc equivalent of £1,000,000	N/A	N/A	the Swiss Franc equivalent of £10,000	N/A

Classes of Shares		Class A Shares	Class A - Participatory Shares	Class C Shares	Class C - Participatory Shares	Class C – Hedged Participatory Shares	Class D Shares**	Class D - Participatory Shares
Minimum Subsequent Investment	Sterling	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Euro	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	US Dollar	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Swiss Franc	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Minimum Withdrawal	Sterling	£10,000	£10,000	£10,000	£10,000	N/A	£10,000	£10,000
	Euro	the Euro equivalent of £10,000	N/A	the Euro equivalent of £10,000	N/A	N/A	the Euro equivalent of £10,000	N/A
	US Dollar	the US Dollar equivalent of £10,000	N/A	the US Dollar equivalent of £10,000	N/A	the US Dollar equivalent of £10,000	the US Dollar equivalent of £10,000	N/A

Classes of Shares		Class A Shares	Class A - Participatory Shares	Class C Shares	Class C - Participatory Shares	Class C – Hedged Participatory Shares	Class D Shares**	Class D - Participatory Shares
	Swiss Franc	the Swiss Franc equivalent of £10,000	N/A	the Swiss Franc equivalent of £10,000	N/A	N/A	the Swiss Franc equivalent of £10,000	N/A
Minimum Holding	Sterling	£250,000	£250,000	£2,500,000	£2,500,000	N/A	£10,000	£10,000
	Euro	the Euro equivalent of £250,000	N/A	the Euro equivalent of £2,500,000	N/A	N/A	the Euro equivalent of £10,000	N/A
	US Dollar	the US Dollar equivalent of £250,000	N/A	the US Dollar equivalent of £2,500,000	N/A	the US Dollar equivalent of £2,500,000	the US Dollar equivalent of £10,000	N/A
	Swiss Franc	the Swiss Franc equivalent of £250,000	N/A	the Swiss Franc equivalent of £2,500,000	N/A	N/A	the Swiss Franc equivalent of £10,000	N/A
ACD's Periodic Charge								

Classes of Shares		Class A Shares	Class A - Participatory Shares	Class C Shares	Class C - Participatory Shares	Class C – Hedged Participatory Shares	Class D Shares**	Class D - Participatory Shares
	Rate	0.03-0.07% (as set out in more detail at section 9 above)	0.03-0.07% (as set out in more detail at section 9 above)	0.03-0.07% (as set out in more detail at section 9 above)	0.03-0.07% (as set out in more detail at section 9 above)	0.03-0.07% (as set out in more detail at section 9 above)	0.03 - 0.07% (as set out in more detail at section 9 above)	0.03-0.07% (as set out in more detail at section 9 above)
	Charge to	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **
Investment Manager's Annual Charge								
	Rate	Up to 1.0% (currently 0.75%)	Up to 1.0% (currently 0.75%)	0.75%	0.75%	0.75%	0.0%	0.0%

Classes of Shares		Class A Shares	Class A - Participatory Shares	Class C Shares	Class C - Participatory Shares	Class C – Hedged Participatory Shares	Class D Shares**	Class D - Participatory Shares
	Charged to	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **	Income (except those charges and expenses relating directly to the purchase and sale of investments)* **
Charge for investment research		N/A	N/A	N/A	N/A	N/A	N/A	N/A

* The ACD (in consultation with the Investment Manager) may increase, reduce or waive the minimum initial and subsequent investment amounts, the minimum withdrawal and holding amounts at its absolute discretion in any particular case or cases and in accordance with FCA Rules.

** Class D Shares are only available for subscription by (i) the Investment Manager or any of its respective members or directors (as relevant), partners or employees, (ii) any person connected with any such person (including, without limitation, a trustee of a trust established by or for such a person), (iii) any company, partnership or other person or entity controlled by or which is the controller of such persons, or (iv) any other person or persons as the ACD may determine. It is currently intended that applicants for Class D Shares whose investment in the Company will be subject to separate discretionary management by the Investment Manager will be permitted to subscribe for Class D Shares.

***** It should be noted that, where fees are charged to capital, this policy may result in capital erosion or constrain capital growth.**

Hedged Share Classes

1. Class A US Dollar Accumulation, Class A Euro Accumulation, Class A Swiss Franc Accumulation and Class C US Dollar Hedged Participatory Accumulation Class Shares are hedged Share Classes. Hedged Share Classes allow the ACD to use currency hedging transactions to reduce the effect of fluctuations in the rate of exchange between the currency of Shares in those Classes (the "Reference Currency") and Sterling which is the base currency of the Company (the "Base Currency").
2. The ACD may utilise currency forwards, currency futures, currency option transactions, currency swaps, currency hedging with interest rate or equity swap transactions (or such other instruments as are permitted under Appendix 2 (Investment and Borrowing Powers and Restrictions)) to preserve the Reference Currency against the Base Currency, or the currency in which the Company's assets are denominated.
3. Currency class hedging transactions will be entered into by the Company for the purpose of reducing risk by limiting the effect of movements in exchange rates on the value of a share class. The ACD will ensure that the total value of the hedged position does not exceed the value of the Share Class concerned unless there is adequate cover and it is reasonable to do so on a temporary basis for reasons of efficiency. In such cases, the difference between the value of the hedged position and the value of the Share Class will not be so large as to be speculative or to constitute an investment strategy.
4. The costs and benefits of such currency hedging transactions will accrue solely to the investors in the relevant share class with reference to the value of the respective shareholdings in those Classes. This includes the costs of hedging and the allocation of any gains and losses resulting from the hedged transactions. The currency transaction will not cause the affected Share Class to be leveraged. The value of each Share Class to be hedged will be made up of both capital and income, and the ACD intends to hedge between 95-100% of the value of each Share Class. As such the hedged Share Classes will not be completely protected from all currency fluctuations.
5. The ACD will review the hedging position on each day that there is a Valuation Point or Dealing Day and will adjust any hedging to the extent there is a material change in the value of the assets of that Share Class and to the dealing volume.

2. **TM FULCRUM DIVERSIFIED LIQUID ALTERNATIVES FUND:**

In accordance with the Instrument of Incorporation the TM Fulcrum Diversified Liquid Alternatives Fund may issue the following Share Classes:

Classes of Shares			Class C Shares	Class D Shares**	Class F Shares***
Minimum Investment	Sterling		£5,000,000	£10,000	£50,000,000
	Euro		the Euro equivalent of £5,000,000	the Euro equivalent of £10,000	the Euro equivalent of £50,000,000
	US Dollar		the US Dollar equivalent of £5,000,000	the US Dollar equivalent of £10,000	the US Dollar equivalent of £50,000,000
	Swiss Franc		the Swiss Franc equivalent of £5,000,000	the Swiss Franc equivalent of £10,000	the Swiss Franc equivalent of £50,000,000
Minimum Subsequent Investment	Sterling		Nil	Nil	Nil
	Euro		Nil	Nil	Nil
	US Dollar		Nil	Nil	Nil
	Swiss Franc		Nil	Nil	Nil
Minimum Withdrawal	Sterling		£10,000	£10,000	£10,000
	Euro		the Euro equivalent of £10,000	the Euro equivalent of £10,000	the Euro equivalent of £10,000

Classes of Shares			Class C Shares	Class D Shares**	Class F Shares***
	US Dollar		the US Dollar equivalent of £10,000	the US Dollar equivalent of £10,000	the US Dollar equivalent of £10,000
	Swiss Franc		the Swiss Franc equivalent of £10,000	the Swiss Franc equivalent of £10,000	the Swiss Franc equivalent of £10,000
Minimum Holding	Sterling		£2,500,000	£10,000	£25,000,000
	Euro		the Euro equivalent of £2,500,000	the Euro equivalent of £10,000	the Euro equivalent of £25,000,000
	US Dollar		the US Dollar equivalent of £2,500,000	the US Dollar equivalent of £10,000	the US Dollar equivalent of £25,000,000
	Swiss Franc		the Swiss Franc equivalent of £2,500,000	the Swiss Franc equivalent of £10,000	the Swiss Franc equivalent of £25,000,000
ACD's Periodic Charge					
	Rate		0.03-0.07% (as set out in more detail at section 9 above)	0.03 – 0.07% (as set out in more detail at section 9 above)	0.03 – 0.07% (as set out in more detail at section 9 above)

Classes of Shares			Class C Shares	Class D Shares**	Class F Shares***
	Charge to		Income (except those charges and expenses relating directly to the purchase and sale of investments) ****	Income (except those charges and expenses relating directly to the purchase and sale of investments). ****	Income (except those charges and expenses relating directly to the purchase and sale of investments). ****
Investment Manager's Annual Charge					
	Rate		0.75%	0.0%	0.375%
	Charged to		Income (except those charges and expenses relating directly to the purchase and sale of investments) ****	Income (except those charges and expenses relating directly to the purchase and sale of investments) ****	Income (except those charges and expenses relating directly to the purchase and sale of investments) ****
Charge for investment research			N/A	N/A	N/A

* The ACD (in consultation with the Investment Manager) may increase, reduce or waive the minimum initial and subsequent investment amounts, the minimum withdrawal and holding amounts at its absolute discretion in any particular case or cases and in accordance with FCA Rules.

** Class D Shares are only available for subscription by (i) the Investment Manager or any of its respective members or directors (as relevant), partners or employees, (ii) any person connected with any such person (including, without limitation, a trustee of a trust established by or for such a person), (iii) any company, partnership or other person or entity controlled by or which is the controller of such persons, or (iv) any other person or persons as the ACD may determine. It is currently intended that applicants for Class D Shares whose investment in the Company will be subject to separate discretionary management by the Investment Manager will be permitted to subscribe for Class D Shares.

*** Class F Shares may only be purchased by professional investors who make their initial subscription in the Fund during a limited period of time as determined by the ACD.

***** It should be noted that, where fees are charged to capital, this policy may result in capital erosion or constrain capital growth.**

APPENDIX 6: HISTORICAL PERFORMANCE OF THE SUB-FUNDS

The below comparisons are representative of various Share Classes and different denominations. The performance table shows the total annual return over a five year period (except as indicated otherwise) up to 31 December in each year listed.

Where data is not available the table is marked "N/A" for those years.

The performance information is net of charges (i.e. subscription fees).

TM FULCRUM DIVERSIFIED GROWTH FUND (NO LONGER AVAILABLE FOR INVESTMENT AND IN THE PROCESS OF BEING TERMINATED)

Share Class	<u>2019</u> (%)	<u>2020</u> (%)	<u>2021</u> (%)	<u>2022</u> (%)	<u>2023</u> (%)
Class A GBP	12.03	7.23	10.65	-3.03	10.16
Class A GBP – Participatory	N/A	N/A	N/A	N/A	N/A
Class A CHF	10.43	6.76	9.67	-4.71	6.21
Class C GBP	12.30	7.50	10.92	-2.78	10.14
Class C GBP – Participatory	N/A	N/A	N/A	N/A	N/A
Class C USD	14.34	8.88	11.20	-1.74	10.71
Class C USD – Hedged Participatory	N/A	N/A	N/A	N/A	N/A
Class D GBP	13.14	8.31	11.74	-2.06	10.96
Class D GBP – Participatory	N/A	N/A	N/A	N/A	N/A
UK RPI +4%	6.29	5.26	11.88	17.97	9.36

Source of performance data - MorningStar.

THE TM FULCRUM DIVERSIFIED LIQUID ALTERNATIVES FUND

Share Class	<u>2019</u> (%)	<u>2020</u> (%)	<u>2021</u> (%)	<u>2022</u> (%)	<u>2023</u> (%)
Class C GBP	10.14	2.43	8.44	-1.80	3.83

Share Class	<u>2019</u> (%)	<u>2020</u> (%)	<u>2021</u> (%)	<u>2022</u> (%)	<u>2023</u> (%)
Class F GBP Acc	10.46	2.73	8.77	-1.50	4.14
Class F GBP Inc	N/A	2.62	8.77	-1.54	4.18
Class F EUR	9.07	2.29	8.04	-3.08	0.00
Class D USD	12.74	4.22	9.34	-0.84	4.91

Source of performance data - Morningstar

For periods marked 'N/A' a full calendar year performance is not available.

These performance figures are presented as a matter of record and should be regarded as such.

Performance is determined by many factors including the general direction and volatility of markets and may not be repeatable.

Investors should note that these figures refer to the past and past performance is not a reliable indicator of future results or future performance.

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

APPENDIX 7: OTHER UK AUTHORISED FUNDS OPERATED BY THE ACD

Authorised Investment Companies with Variable Capital

Knotts Investments Fund

The Beamish Fund

The Cranmer Investment Fund

The Rectory Fund

The Serissa Fund

The Steelback Fund

TM Fulcrum UCITS Funds

TM Opus Fund

Authorised Unit Trusts

The Mishka Fund

APPENDIX 8: ESTABLISHMENT OF COLLECTIVE INVESTMENT SCHEMES

Any second schemes in which each Sub-fund may invest are established in the locations listed below. This list is not restrictive and may be amended from time to time where the Sub-fund invests in second schemes established in new locations.

Ireland

Luxembourg

APPENDIX 9: DIRECTORY

The Company	Exchange Building St. John's Street Chichester, West Sussex PO19 1UP
Authorised Corporate Director	TUTMAN LLP Exchange Building St. John's Street Chichester, West Sussex PO19 1UP
Investment Manager	Fulcrum Asset Management LLP Marble Arch House 66 Seymour Street London W1H 5BT www.fulcrumasset.com
Depository	NatWest Trustee and Depository Services Limited 250 Bishopsgate London EC2M 4AA
Auditors	Deloitte LLP 110 Queen Street Glasgow G1 3BX
Administrator and Fund Accountant	J.P. Morgan Europe Limited 25 Bank Street Canary Wharf, London E14 5JP
Registrar and Transfer Agent	FNZ TA Services Limited Level 7, 2 Redman Place, Stratford E20 1JQ Telephone number: (see paragraph 10 for details of the ACD's Customer Enquiry Line)
Custodian	J.P. Morgan Chase Bank N.A. London Branch 25 Bank Street Canary Wharf, London E14 5JP
Financial Conduct Authority (FCA)	12 Endeavour Square London E20 1JN