

29 December 2017

The directors of the Company (the “Directors”) whose names appear on page 8 of this Offering Memorandum accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is true and accurate in all material respects and there are no other material facts, the omission of which would make misleading any statement contained in this document whether of fact or opinion. This Offering Memorandum includes particulars given in compliance with the Listing Rules of TISE for the purpose of giving information with regards to the Company.



---

**OFFERING MEMORANDUM**

**WORLD SHARIAH FUNDS PCC LIMITED**

*(an open-ended protected cell company incorporated with limited liability under the laws of Guernsey with registered number 51802)*

---

**Date: 29 December 2017**

This Offering Memorandum together with any supplement issued in respect of a particular Cell represent the scheme particulars as required by, and prepared in accordance with The Authorised Collective Investment Schemes (Class B) Rules 2013 as issued by the Guernsey Financial Services Commission pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended). This Offering Memorandum will be revised at least once in every twelve month period and prospective investors should enquire of the Administrator as to whether this document has been revised or superseded.

#VPC:TGR.247174#  
1063944/0001/G9034056v2

## IMPORTANT INFORMATION

PROSPECTIVE INVESTORS SHOULD NOT TREAT THE CONTENTS OF THIS OFFERING MEMORANDUM AS ADVICE RELATING TO LEGAL, TAXATION, INVESTMENT OR ANY OTHER MATTERS. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO (A) THE LEGAL REQUIREMENTS WITHIN THEIR OWN COUNTRIES FOR THE PURCHASE, HOLDING, TRANSFER, REDEMPTION OR OTHER DISPOSAL OF SHARES; (B) ANY FOREIGN EXCHANGE RESTRICTIONS APPLICABLE TO THE PURCHASE, HOLDING, TRANSFER, REDEMPTION OR OTHER DISPOSAL OF SHARES WHICH THEY MIGHT ENCOUNTER; AND (C) THE INCOME AND OTHER TAX CONSEQUENCES WHICH MAY APPLY IN THEIR OWN COUNTRIES AS A RESULT OF THE PURCHASE, HOLDING, TRANSFER, REDEMPTION OR OTHER DISPOSAL OF SHARES. PROSPECTIVE INVESTORS MUST RELY UPON THEIR OWN REPRESENTATIVES, INCLUDING THEIR OWN LEGAL ADVISERS AND ACCOUNTANTS AS TO LEGAL, TAX, INVESTMENT OR OTHER RELATED MATTERS CONCERNING THE COMPANY AND AN INVESTMENT IN ANY CELL THEREIN.

This offering memorandum (“**Offering Memorandum**”) of World Shariah Funds PCC Limited (the “**Company**”) has been prepared in accordance with The Authorised Collective Investment Schemes (Class B) Rules 2013 issued by the Guernsey Financial Services Commission (the “**Commission**”) pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended) (the “**Law**”).

Application was made to the Channel Island Stock Exchange, LBG (the “**CISX**”) in relation to an unlimited number of Shares in the Company, available for issue, to be admitted to the Official List of the CISX, by way of offer for subscription. GBP A Class and USD A Class Shares of each of WSF Global Equity Fund (formerly Reliance Global Shariah Growth Fund) and WSF Asian Pacific Fund issued and available for issue were admitted to the CISX and dealings in those Shares commenced on or about 16 August 2010.

With effect from 20 December 2013, all securities that were listed on the official list of CISX were transferred and are now on the official list of The International Stock Exchange (“**TISE**”). The listing of the Shares on TISE is the primary listing and no application has been, or is currently intended to be, made for the Shares to be admitted to listing or to be dealt with on any other stock exchange or investment exchange save for TISE.

Neither the admission of the Shares to the Official List of TISE nor the approval of this Offering Memorandum pursuant to the listing requirements of TISE shall constitute a warranty or representation by TISE as to the competence of the service providers to or any other party connected with the Company, the adequacy and accuracy of the information

contained in this Offering Memorandum or the suitability of the Company for investment or for any other purpose.

The Company is an open-ended investment protected cell company established in Guernsey and governed by the provisions of the Companies (Guernsey) Law, 2008, as amended (the “**Companies Law**”). Persons investing in and dealing with a cell of the Company (a “**Cell**”) shall only have recourse to that Cell and their interest shall be limited to the assets from time to time attributable to that Cell and they shall have no recourse to the assets of any other Cell or against any non-cellular assets of the Company except as provided under the Companies Law. Under the Companies Law, creditors of a particular Cell may have recourse to the cellular assets of another Cell or the non-cellular assets of the Company only to the extent that such recourse is provided for by a recourse agreement which complies with the provisions of the Companies Law. There is no such recourse agreement in place in connection with the assets of any Cell or the non-cellular assets of the Company.

The Company was authorised by the Commission and declared to be a Class B open-ended collective investment scheme under the Law on 15 June 2010. In giving this authorisation the Commission does not vouch for the financial soundness of the scheme or for the correctness of any statements made or opinions expressed with regard to it.

The Fund has been registered with the Financial Conduct Authority (“FCA”) under the National Private Placement Rules in the UK. The Fund is a non-EU self-managed AIF for the purposes of the Alternative Investment Fund Managers Directive.

The distribution of this Offering Memorandum and the offering of Shares in certain jurisdictions may be restricted. Persons into whose possession this Offering Memorandum comes are required to inform themselves about and to observe any such restrictions. This Offering Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No person may treat this Offering Memorandum as constituting an invitation to them unless in the relevant territory, such an invitation could lawfully be made to them without compliance with any registration or other legal requirements.

The Company is an unregulated collective investment scheme for the purposes of the Financial Services and Markets Act 2000 of the United Kingdom and is not recognised or regulated in the United Kingdom by the FCA. Accordingly, the Shares may not be marketed in the United Kingdom to the general public. In the United Kingdom, the Offering

Memorandum is being distributed only to and is directed only at: (i) persons having professional experience in matters relating to investments who fall within the definition of "investment professionals" in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the "**Financial Promotion Order**"); (ii) high net worth companies, unincorporated associations and trustees of high value trusts as described in Article 49(2) of the Financial Promotion Order; or (iii) any other person in the United Kingdom to whom it is lawful to market, or communicate an offer to acquire, the Shares (each a "**Relevant Person**"). The Offering Memorandum may not be acted on or relied upon by any person that is not a Relevant Person. Any investment or investment activity to which the Offering Memorandum relates is available only in the United Kingdom to Relevant Persons and will be engaged in only with Relevant Persons. By receiving the Offering Memorandum and not returning it, you are deemed to warrant to the Company that you are a Relevant Person.

The Shares have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "**1933 Act**"), or qualified under any applicable state statutes and may not be offered, sold or transferred in the United States (including its territories and possessions) or to or for the benefit of, directly or indirectly, any U.S. Person, except pursuant to registration or an exemption. The Company has not been and will not be, registered under the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"), and investors will not be entitled to the benefits of such registration. Pursuant to an exemption from registration under Section 3(c)(7) of the 1940 Act, the Company may make a private placement of the Shares to a limited category of U.S. Persons. The Shares have not been approved or disapproved by the U.S. 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. Shareholders should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. Each U.S. Person subscribing for Shares must agree that the Directors may reject, accept or condition any proposed transfer, assignment or exchange of those Shares. All investors in the Company have limited redemption rights and such rights may be suspended under the circumstances described in this Offering Memorandum.

The following statements are required to be made under applicable regulations of the Commodity Futures Trading Commission (“**CFTC**”). As the Company is a collective investment vehicle that may invest in futures and options, the Company is considered to be a “commodity pool”.

Pursuant to CFTC Rule 4.13(a)(4), the Manager is exempt from registration with the CFTC as a commodity pool operator (“**CPO**”). Therefore, unlike a registered CPO, the Manager is not required to deliver a disclosure document and a certified annual report to investors in the Company pursuant to the CFTC rules. The Manager qualifies for such exemption based on the following criteria: (i) the interests in the Company are exempt from registration under the 1933 Act, (ii) the interests in the Company are offered and sold without marketing to the public in the United States, and (iii) the Manager reasonably believes that (1) each natural person investor in the Company is a “qualified eligible person” (“**QEP**”) as defined pursuant to CFTC Rule 4.7(a)(2), and (2) each non-natural person investor is a QEP under any section of CFTC Rule 4.7 or an “accredited investor” as defined in Rule 501(a)(1)-(3), (a)(7) and (a)(8) of Regulation D under the 1933 Act.

Shareholders in the Company are not eligible for any compensation under the Collective Investment Schemes (Compensation of Investors) Rules, 1988 made pursuant to the Law.

The Directors may at their discretion decline any application for Shares and are not obliged to give reasons for so doing.

An investment in any Cell of the Company should be regarded as a long-term investment. It should be remembered that the price of the Shares and the income from them (if any) can go down as well as up and that, on the redemption of their Shares, investors may not receive the amount that they originally invested. The attention of prospective investors is drawn to the section entitled Risk Warnings on pages 18 to 25 and the section entitled Redemptions on page 37.

In the case of conflict or inconsistency between the statement in this Offering Memorandum and a Supplement, the relevant Supplement will, as to the Cells and the Shares, supersede this Offering Memorandum in respect of that conflict.

## TABLE OF CONTENTS

<b>DIRECTORY</b> .....	<b>8</b>
<b>DEFINITIONS</b> .....	<b>10</b>
<b>INTRODUCTION</b> .....	<b>16</b>
<b>INVESTMENT OBJECTIVES AND POLICY, DISTRIBUTION POLICY AND HEDGING POLICY</b> .....	<b>16</b>
<b>INVESTMENT RESTRICTIONS AND BORROWING POLICY</b> .....	<b>17</b>
<b>RISK WARNINGS</b> .....	<b>17</b>
General risk of investing in the Company .....	17
Specific Risks associated with the investment portfolio of the Company.....	21
Potential Conflicts of Interest .....	23
<b>MANAGEMENT AND ADMINISTRATION</b> .....	<b>25</b>
The Directors .....	25
The Manager .....	26
The Custodian .....	28
The Administrator and Secretary .....	29
Registrar.....	29
Master Distribution Co-ordinator .....	29
Sharia Adviser.....	30
<b>TAXATION</b> .....	<b>30</b>
Guernsey .....	30
United Kingdom.....	35
<b>INVESTMENT PROCESS</b> .....	<b>38</b>
Dealing arrangements .....	38
Applications .....	38
Redemptions .....	39
Client Money .....	40
Money laundering declarations.....	40
Data Protection.....	40
Minimum and Maximum Subscriptions .....	45
Compulsory redemption.....	45
Postponement of redemption .....	46
Conversion .....	46
Suspension of Dealing and Calculation of Net Asset Value.....	47
<b>VALUATION</b> .....	<b>48</b>
Net Asset Value .....	48
Subscription Price .....	49
Redemption Value .....	49
<b>AVAILABILITY OF PRICES</b> .....	<b>49</b>
<b>ACCOUNTING DATE</b> .....	<b>49</b>
<b>FEES AND EXPENSES</b> .....	<b>49</b>
<b>GENERAL INFORMATION</b> .....	<b>52</b>
Incorporation.....	52
Issue of Shares .....	52
Management Shares .....	53
Shares.....	53

#VPC:TGR.247174#

1063944/0001/G9034056v2

S Shares.....	53
Unclaimed dividends and untraced shareholders.....	54
Right to purchase own shares .....	54
Winding up procedure.....	54
Voting rights (including proxies).....	55
Treatment of Illiquid Investments.....	56
Articles of Incorporation.....	57
Inspection of the Company’s register of shareholders.....	64
Documents available for inspection.....	64
<b>MATERIAL AGREEMENTS.....</b>	<b>65</b>
<b>SCHEDULE 1 .....</b>	<b>69</b>
<b>SCHEDULE 2 .....</b>	<b>70</b>

## DIRECTORY

<b>Company</b>	<b>World Shariah Funds PCC Limited</b> Registered Office: PO Box 287 4th Floor, West Wing Trafalgar Court, Admiral Park St Peter Port Guernsey GY1 3RL
<b>Directors</b>	David Whitworth Derek Chambers Joseph Truelove  The address for each of the Directors is the registered office of the Company identified above.
<b>Manager, Administrator, Registrar and Secretary</b>	<b>Trident Fund Services (Guernsey) Limited</b> Registered Office: PO Box 287 4th Floor, West Wing Trafalgar Court, Admiral Park St Peter Port Guernsey GY1 3RL Tel: +44 1481 727571 Fax: +44 1481 723162
<b>Custodian and Principal Bankers</b>	<b>State Street Custody Services (Guernsey) Limited</b>  Registered Office: 1st Floor Dorey Court Admiral Park St Peter Port Guernsey GY1 3PF Tel: +44 1481 716 813 Fax: +44 1481 720 213
<b>Master Distribution Co-ordinator</b>	<b>Cornhill Management S.A.</b> Registered Office: 20a Rue des Trois Cantons L-8354 GARNICH Grand Duchy of Luxembourg Tel: +352 2610 3871 Fax: +352 2610 3871



**Auditor**

**Grant Thornton**

Registered Office:  
Lefebvre House  
Lefebvre Street  
St Peter Port  
Guernsey  
GY1 3TF  
Tel: +44 1481 753400  
Email: [info@gt-ci.com](mailto:info@gt-ci.com)

**Guernsey Legal Advisers**

**Carey Olsen**

Carey House  
Les Banques  
St Peter Port  
Guernsey  
GY1 4BZ  
Tel: +44 1481 727272  
Fax: +44 1481 711052

**Sharia Adviser**

**Ihsan Islamic Finance Solutions Ltd.**

369 Hagley Road West  
Quinton  
England  
B32 2AL

Tel: +44 121 429 5108

Email: [info@iifs.co.uk](mailto:info@iifs.co.uk)

**TISE Listing Sponsor**

**Trident Fund Services (Guernsey) Limited**

Registered Office:  
PO Box 287  
4th Floor, West Wing  
Trafalgar Court, Admiral Park  
St Peter Port  
Guernsey  
GY1 3RL  
Tel: +44 1481 727571  
Fax: +44 1481 723162

## DEFINITIONS

“**2002 Law**” means the Luxembourg law of 20 December 2002 relating to undertakings for collective investment and amending the law of 12 February 1979 concerning value added tax;

“**A Class Shares**” means the Shares designated as such in any one or more Cells and having the respective rights and being subject to the restrictions set out in this Offering Memorandum;

“**Administrator**” or “**Secretary**” means the Manager, Trident Fund Services (Guernsey) Limited or such other entity appointed as administrator and secretary to the Company from time to time;

“**Application Form**” means the application form for subscription of Shares adopted by the Directors from time to time;

“**Articles**” means the articles of incorporation of the Company as amended, modified or replaced from time to time;

“**Auditor**” means Grant Thornton or such other entity appointed as auditor to the Company from time to time;

“**B Class Shares**” means the Shares designated as such in any one or more Cells and having the respective rights and being subject to the restrictions set out in this Offering Memorandum;

“**Business Day**” means a day (other than Saturday and Sunday) on which banks in Guernsey, Luxembourg and Slovakia are open for normal banking business;

“**Cash Instruments**” includes cash in any current account or on deposit with or certificates of deposit issued by any bank or building society, short to medium term bonds or notes issued by any bank, building society or national government, units or other interests in collective investment schemes which are Shariah-compliant investing at least 90 per cent of their assets in any of the foregoing and all other assets which the Directors in their discretion consider to be of a similar nature;

“**Cell**” means a cell created by the Company for the purpose of segregating and protecting cellular assets in the manner provided by the Companies Law. A list of the Cells is set out in Schedule 1;

“**Class**” means a class of Shares in a Cell;

“**Commission**” means the Guernsey Financial Services Commission;

“**Companies Law**” means The Companies (Guernsey) Law, 2008, as amended, extended or replaced from time to time;

“**Company**” means World Shariah Funds PCC Limited;

“**Company’s Website**” means [www.wsffunds.com](http://www.wsffunds.com);

“**CSSF**” means the Commission for the Supervision of the Financial Sector in Luxembourg;

“**Custodian**” means State Street Custody Services (Guernsey) Limited or such other entity appointed as custodian to the Company from time to time;

“**Custodian Agreement**” has the meaning ascribed to that term in the section entitled “Material Agreements”;

“**Dealing Day**” in relation to a Cell, means the Business Day specified in the relevant Supplement on which the Manager (or its duly authorised agent) issues and redeems Shares of that Cell;

“**Directors**” means the directors of the Company from time to time or, as the case may be, the Directors assembled as a board of or as a committee of the board of the Company;

“**Directive 78/660/EEC**” has the meaning ascribed to such term in the 2002 Law;

“**Directive 83/349/EEC**” has the meaning ascribed to such term in the 2002 Law;

“**Directive 85/611/EEC**” has the meaning ascribed to such term in the 2002 Law;

“**EU**” means European Union;

“**EUR**” or “**€**” means the lawful currency of the EU;

“**GBP**” or “**£**” means the lawful currency of the United Kingdom;

“**I Class Shares**” means the Shares designated as such in any one or more Cells and having the respective rights and being subject to the restrictions set out in this Offering Memorandum;

“**IFRS**” mean International Financial Reporting Standards;

**“Illiquid Investment(s)”** means an Investment Asset which is deemed by the Directors, after consulting with the Manager, its investment manager (if any) and the Custodian: (a) to be illiquid, on the basis that the manager of the Investment Assets has suspended redemptions on the Investment Asset or the Investment Asset is represented by shares which are not redeemable at the option of the holder; or (b) the value of which is both (i) not readily or reliably ascertainable and (ii) not readily or reliably realisable. Once an Investment Asset has been deemed to be an Illiquid Investment under one of the above tests, it will remain an Illiquid Investment until the Directors, after consulting with the Manager, its investment manager (if any) and the Custodian, determine that it ceases to fulfil both of the above tests. For the purpose of this definition, any determination to be made by any relevant party shall be made in good faith and in a commercially reasonable manner;

**“Initial Offer Period”** means the initial offering period during which the Shares will be offered to potential investors at such initial price as the Directors may determine (which period may for the avoidance of doubt be shortened or extended at the discretion of the Directors);

**“Initial Offer Price”** means USD10 per Share in relation to Classes with USD designation and GBP10 per Share in relation to Classes with GBP designation;

**“Investment Adviser(s)”** means any one or more investment advisers in respect of the Cells as more particularly detailed in the relevant Supplement;

**“Investment Advisory Agreement(s)”** means any one or more of the investment advisory agreements referred to in the Supplements;

**“Investment Assets”** means the assets owned by a Cell for investment purposes;

**“Investment Manager(s)”** means any one or more investment managers in respect of the Cells as more particularly detailed in the relevant Supplement;

**“Investment Management Agreement(s)”** means any one or more of the investment management agreements referred to in the Supplements;

**“Investment Value”** value of the Investment Assets determined by the Administrator (in consultation with the Manager) at the Valuation Point;

**“Law”** means The Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended, extended or replaced;

“**Management Agreement**” has the meaning ascribed to that term in the section entitled “Material Agreements”;

“**Management Share**” means a management share of no par value in the capital of the Company and designated as such;

“**Manager**” means Trident Fund Services (Guernsey) Limited or such other entity appointed as manager to the Company from time to time;

“**Master Distribution Co-ordination Agreement**” has the meaning ascribed to that term in the section entitled “Material Agreements”;

“**Master Distribution Co-ordinator**” means Cornhill Management S.A., or such other entity appointed as distribution and marketing co-ordinator to the Company from time to time;

“**Member State**” means any one of the countries that forms a part of the European Union;

“**money market instruments**” has the meaning ascribed to such term in the 2002 Law;

“**Net Asset Value**” means the net asset value of the Company, a Cell, a Class or a Share (as the context may require), determined in accordance with the section entitled “Valuation” herein;

“**Non-Qualified Person**” has the meaning ascribed to it in the section entitled “General Information: Articles of Incorporation, Section (c)”;

“**OECD**” means the Organisation for Economic Co-operation and Development;

“**Offering Memorandum**” means this offering memorandum of the Company together with any supplement relating thereto as the same may be amended or replaced from time to time;

“**Recognised Investment Exchange**” means any stock or investment exchange, institution or screen based or other electronic quotation or trading system providing dealing facilities or quotations for investments approved from time to time by the Manager;

“**Redemption Charges**” means charges levied upon redemption of Shares in any of the Cells as specified in the Supplements;

“**Redemption Value**” means the amount receivable per Share on the redemption of any such Share determined in accordance with the section entitled “Valuation” and the relevant Supplement herein before deduction of any Redemption Charges;

“**Registrar**” means Trident Fund Services (Guernsey) Limited or such other entity appointed as registrar to the Company from time to time;

“**Registrar Agreement**” has the meaning ascribed to that term in the section entitled “Material Agreements”;

“**regulated market**” has the meaning ascribed to such term in the 2002 Law;

“**Rules**” means The Authorised Collective Investment Schemes (Class B) Rules 2013 as amended, extended or replaced;

“**S Share**” means a share of no par value in the capital of the Company designated as such and representing an entitlement to Illiquid Investment(s) in a Cell;

“**Schedule**” means a schedule to this Offering Memorandum;

“**Share**” means a participating redeemable share of no par value in the capital of the Company, which for the avoidance of doubt excludes the Management Shares and S Shares;

“**Sharia Adviser**” means Ihsan Islamic Finance Solutions LTD or such other entity appointed as advisor of matters of Sharia law in connection with the Cells from time to time;

“**Sharia Consultancy Agreement**” has the meaning ascribed to that term in the section entitled “Material Agreements”;

“**Sponsor**” means Trident Fund Services (Guernsey) Limited or such other entity appointed as listing sponsor to the Company from time to time;

“**Sponsor Agreement**” has the meaning ascribed to that term in the section entitled “Material Agreements”;

“**Subscription Charge**” means charges levied upon subscription of Shares in any of the Cells as specified in the respective Supplement;

“**Subscription Price**” means the amount payable per Share on the issue of any such Share determined in accordance with the section entitled “Valuation” herein and the relevant Supplement before deduction of any Subscription Charge;

“**Supplement**” or “**Supplements**” means a supplement or the supplements to this Offering Memorandum relating to each of the Cells;

“**TISE**” means The International Stock Exchange (formerly known as the Channel Islands Securities Exchange);

“**transferable securities**” has the meaning ascribed to such term in the 2002 Law;

“**UCI**” has the meaning ascribed to such term in the 2002 Law;

“**UCITS**” has the meaning ascribed to such term in the 2002 Law;

“**UK**” means the United Kingdom;

“**U.S. Person**” is as defined in Regulation S under the 1933 Act;

“**USD**” or “**US\$**” means the lawful currency of the United States of America; and

“**Valuation Point**” means midnight (Guernsey time) on a Business Day immediately preceding each Dealing Day. However, the Directors may select other and/or additional time or times either generally or in relation to one or more Cells, Classes or Shares, and may also select different times for different purposes at their discretion.

## **INTRODUCTION**

World Shariah Funds PCC Limited is a Guernsey incorporated open-ended company established as a protected cell company. The Company may create one or more Cells for the purpose of segregating and protecting cellular assets and may issue one or more Classes of Shares in respect of each Cell.

A list of the Cells created by the Company is set out in Schedule 1 hereto. Further Cells may be created in the future.

The assets, liabilities, income and expenses attributed to each Cell are applied to that Cell and kept separate and segregated from those attributable to other Cells. Any such assets, liabilities, income and expenses not attributable to a particular Cell are allocated between all Cells at the discretion of the Manager on such basis as it considers fair (after consultation with the Custodian).

Assets belonging or pertaining to a Cell may only be used to meet the liabilities to creditors in respect of that Cell and are not available to meet liabilities to creditors in respect of other Cells. Under the Companies Law, creditors of a particular Cell may have recourse to the cellular assets of another Cell or the non-cellular assets of the Company only to the extent that such recourse is provided for by a recourse agreement which complies with the provisions of the Companies Law. There is no such recourse agreement in place in connection with the assets of any Cell or the non-cellular assets of the Company.

Prospective investors will subscribe for and redeem Shares in a Class of a Cell by following the procedures in the sections entitled “Investment Process-Applications” and “Investment Process-Redemptions” and the applicable Supplement. The terms and conditions specific to each Cell are set out in the relevant Supplements to this Offering Memorandum.

## **INVESTMENT OBJECTIVES AND POLICY, DISTRIBUTION POLICY AND HEDGING POLICY**

Each Cell has specified investment objectives and policy, distribution and hedging policies as set out in the Supplements.



## **INVESTMENT RESTRICTIONS AND BORROWING POLICY**

In addition to the specific Shariah Investment Guidelines set out in the relevant Supplement for each Cell, the investment restrictions set out in Schedule 2 to this Offering Memorandum will apply to investments made by each of the Cells. Further, the borrowing policy set out in Schedule 2 to this Offering Memorandum will apply to each of the Cells.

## **RISK WARNINGS**

**IMPORTANT NOTE:** Investment in a Cell should be considered as long-term investment. Each of the following risks should be read in conjunction with the specific risks highlighted in the relevant Supplement (if any).

### **General risk of investing in the Company**

Any investment carries with it an element of risk. Therefore, prior to making an investment, prospective investors should consider the following risk factors in addition to the other information set out in this Offering Memorandum.

#### *Operating history*

The Company has a seven year operating history upon which an evaluation of its likely future performance may be based. However the performance history of this fund and other funds managed by the Manager or of investments managed or advised by the Investment Managers or Investment Advisers (as the case may be) is not necessarily indicative of the Company's or of a Cell's future performance.

The performance of a Cell's investments will be dependent on the skills and judgment of the Manager and the Investment Manager and the success of the Investment Manager's investment process.

#### *Investment risk*

It should be remembered that the price of the Shares and the income (if any) from them can go down as well as up and that, on the redemption of their Shares, investors may not receive the amount that they originally invested. The volatility in the value of investments may be reduced with a diversified portfolio.

The return on the investments will be dependent in large part upon the ability and expertise of the respective Investment Managers to source and price investments.

#### *Changes in taxation*

Any change in the Company's tax status, or in taxation legislation or practice in either Guernsey or any jurisdiction in which the Company invests, could affect the value of the investments held by the Company or the Company's ability to achieve its investment objectives or alter the after-tax returns to Shareholders. Statements in this Offering Memorandum concerning the taxation of Shareholders are based upon current Guernsey and United Kingdom tax law and published practice, which law and practice is, in principle, subject to change (potentially with retrospective effect) that could adversely affect the ability of each Cell to meet its investment objectives and which could adversely affect the taxation of Shareholders.

#### *Redemption Charges risk*

Shares may be subject to Redemption Charges. Such charges will decrease the Redemption Value of Shares.

#### *Brexit Risk Factor*

On 23 June 2016, the UK voted to leave the European Union (“EU”). The terms and precise timetable of withdrawal are unknown at this time and may be unknown for some time. As such, it is difficult to predict the precise impact of Brexit on the Company. This uncertainty is likely to continue to adversely impact the global economic climate and may impact companies or assets, including with respect to opportunity, pricing, regulation, value or exit, including in particular companies based in, doing business in, or having service or other significant relationships in or with, the UK or the EU.

The future application of EU-based legislation to the UK will depend on how the UK renegotiates its relationship with the EU. There can be no assurance that any renegotiated terms or regulations will not have an adverse impact on the Company or its investments, including the ability of the Cells to achieve their investment objectives.

#### *Foreign Account Tax Compliance*

Under FATCA, the Company could become subject to a 30 per cent. withholding tax on certain payments of US source income (including dividends and interest), and (from 1 January 2019) gross proceeds from the sale or other disposal of property that can produce US

source income, and (from the later of 1 January 2019 or the date of publication of certain final regulations) a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments, if it does not comply with certain registration, due diligence and reporting obligations under FATCA. Pursuant to the US-Guernsey IGA and Guernsey legislation implementing the US-Guernsey IGA, the Company is required to report information on its financial accounts to the Guernsey tax authorities for onward reporting to the IRS.

Guernsey, along with approximately 100 jurisdictions, has implemented the CRS. Certain disclosure requirements will be imposed in respect of certain Shareholders in the Company falling within the scope of the CRS. As a result, Shareholders may be required to provide any information that the Company determines is necessary to allow the Company to satisfy its obligations under such measures. Shareholders that own the Shares through financial intermediaries may instead be required to provide information to such financial intermediaries in order to allow the financial intermediaries to satisfy their obligations under the CRS.

**All prospective investors should consult with their respective tax advisers regarding the possible implications of FATCA, the CRS and any other similar legislation and/or regulations on their investments in the Company. If a Shareholder fails to provide the Company or the Administrator with information that is required by any of them to allow them to comply with any of the above reporting requirements, or any similar reporting requirements, adverse consequences may apply.**

#### *Cell Risks*

The Company is registered as a protected cell company. Under Part XXVII of the Companies Law, the assets of a Cell will not be available to meet the liabilities of another Cell. Although subject to limited judicial scrutiny, the principal advantage of a protected cell company is that, although it is still a single legal entity, it protects the assets of one Cell in the Company from the liabilities of other Cells in the Company. However, the concept of a protected cell company is relatively new and has been subject to limited judicial scrutiny. Accordingly, where the assets of the Company are outside Guernsey and the action is brought against the Company or the assets in that jurisdiction it is not known how the foreign courts will treat Part XXVII of the Companies Law. Furthermore, if a liability is imposed on the Company, it is not known how the courts will deal with allocating that liability to one or more of the various Cells.

### *Returns not guaranteed*

Investors should be aware that by investing in one or more Cells, there is no guarantee of any income distribution or returns. However, the Manager and/or the Investment Managers endeavour to minimise this risk by ensuring diligent management of the Investment Assets of the Cells based on their structured investment process.

### *General market risk*

Any purchase of securities will involve some element of risk. Hence each of the Cells may be prone to changing market conditions as a result of:

- (a) global, regional or national economic conditions;
- (b) governmental policies or political progression;
- (c) development in regulatory framework, law and legal issues;
- (d) general movements in interest rate;
- (e) broad investor sentiment; and
- (f) external shocks (e.g. natural disasters, war etc).

All these may result in uncertainties and fluctuations in the price of the underlying securities of each of the Cell's Investment Assets. Such movements in the underlying values of the securities may cause the Net Asset Value or proceeds of Shares to fall as well as rise, and income produced by a Cell may also fluctuate. The market risk can be managed by ensuring a rigorous review of macroeconomic trends by the Manager and/or Investment Managers to determine investments in markets that are not highly correlated.

Although movement in interest rate may affect the value of investment, it does not suggest that the Cells invest in interest bearing instruments. The interest rate referred herein is to the general interest rate of the country, which may affect the value of a Cell's Investment Assets.

### *Risk of non-compliance*

This refers to the current and prospective risk to the Company and the Shareholders' interest arising from non-conformance with laws, rules, regulations, prescribed practices and internal policies and procedures by the Manager and/or Investment Managers. Non-compliance may result in a fall in the value of the relevant Cell. In order to mitigate this risk, the Manager

and/or Investment Managers have in place stringent internal controls and compliance monitoring processes.

#### *Inflation risk*

Inflation rate risk is the risk of potential loss in the purchasing power of an investment due to a general increase of consumer prices. The inflation rate is commonly reported using the Consumer Price Index. Inflation erodes the real rate of return on an investment, that is, the return minus the inflation rate. This risk can be mitigated by investing in securities that can provide a positive real rate of return.

### **Specific Risks associated with the investment portfolio of the Company**

#### *Stock specific risk*

Any irregular fluctuation of the value of a particular stock may affect the Share price. The impact is however minimised as each Cell invests in a wide portfolio of investments, thus spreading the element of risk.

#### *Sector risk*

Stock prices of companies within a sector or industry move together due to sector-specific causal factors, examples of which include business cycle dynamics, key sector or industry earnings' driver trend, demographic or consumer demand changes, new technology or product introduction, government policies or regulatory changes and international events. A Cell's returns are strongly dependent on the impact of such sector-specific causal factors. These causal factors that derive sector-specific returns lead to sector-specific risks, the Manager and/or the Investment Managers will however, endeavour to minimise such risks by investing in a portfolio that diversifies the Cell's Investment Assets. This is expected to reduce the volatility as well as the risk for the Cell's portfolio.

#### *Country risk*

As the Cells invest in foreign markets, the foreign investments portion of each Cells may be affected by risks specific to the country that it invests in. Such risks include change in the country's economic fundamentals, social and political stability, laws and regulations, currency movements and foreign investment policies. These factors may have impact on the prices of the securities that the relevant Cell invests in and depress the Net Asset Value growth. To mitigate these risks, securities that spread across countries will be selected in an attempt to avoid such events.

### *Currency risk*

This risk is associated with investments that are quoted and/or priced in foreign currency denomination. There is also a risk for investors in GBP designated Classes as the base currency of each Cell of which those Classes form a part is USD. Investors should note that any gains or losses arising from the movement of the foreign currencies against its home currency may therefore increase/decrease the capital gains of the investment. Nevertheless, investors should realise that currency risk is considered as one of the major risks to investments in foreign assets due to the volatile nature of the foreign exchange market. The Manager and/or Investment Managers may utilise a two pronged approach in order to mitigate the currency risk. First, by spreading the investments across differing currencies (i.e. diversification) and secondly, by hedging the currencies when it is deemed necessary and is in accordance with Shariah requirements.

### *Liquidity risk*

Liquidity risk is defined as the ease with which a security can be sold at or near its fair value depending on the volume traded on the market. This is applicable to both listed and unquoted securities. Generally if the security encounters a liquidity crunch, the security may need to be sold at a discount to the fair value of the security. This in turn would depress the Net Asset Value growth of the relevant Cell. For the purpose of each Cell, the Manager and/or Investment Managers will attempt to balance the entire portfolio by investing in a mix of assets with satisfactory trading volumes and those that occasionally could encounter poor liquidity. This is expected to reduce the risks for the entire portfolio without limiting the relevant Cell's growth potential.

### *Risk associated with investment in the commodity industry*

The value of each Cell is vulnerable to factors affecting the commodity industry (including but not limited to sectors of the basic materials, energy, renewable energy and agriculture) such as industry wide supply and demand factors, change of regulations pertaining to the increased regulation of the environment by governments, changes in laws relating to mining or production or sales as well as increased labour cost or other costs in mining costs. Nevertheless, investors should note that each Cell's highly disciplined portfolio construction methodology used aims to always maintain appropriate level of investment risk including this risk.

### *Risk associated with investment in derivatives*

As each of the Cells may invest in Shariah-compliant derivatives, it may be subject to risks associated with such investments. Investments in derivatives may require the deposit of an initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the relevant Cell's investments may be liquidated at a loss. Therefore, it is essential that such investments in derivatives be monitored closely. The Manager has, and any appointed Investment Manager will have, the necessary controls for investment in derivatives and has in place systems to monitor any derivatives positions for each of the Cells.

### *Risk of Shariah non-compliance*

As each of the Cells invest only in securities of companies whose principal activities comply with Shariah requirements, it may be subject to a higher level of risk than a portfolio which is not subject to any specific requirements. Furthermore, there is an inherent risk of the reclassification of Shariah status risk, where the currently held Shariah-compliant securities in the relevant Cell's portfolio may be re-designated as non Shariah-compliant securities. If this occurs, the value of the relevant Cell may be adversely affected where the Manager and/or Investment Managers will take the necessary steps to dispose of such securities in accordance with the rules of divestment of non Shariah-compliant securities as detailed in the Shariah Investment Guidelines section of each Supplement.

### **Potential Conflicts of Interest**

The Company is subject to a number of actual and potential conflicts of interest.

#### **(a) Management**

Certain inherent conflicts of interest may arise from the fact that the Manager and the Investment Managers currently provide management services to other clients and may, in the future, carry on investment activities for clients, including without limitation, other investment funds in which the Company will have no interest and whose respective investment policies may or may not be substantially similar. The investment strategies employed for such other investment funds could conflict with the strategies employed in managing the Company's investments and affect the prices and availability of the investments in which the Company invests. Conversely, participation in specific investment opportunities may be appropriate at times for both the Company and such other investment funds. In such case,

participation in such opportunities will be allocated on an equitable basis, taking into account such factors as the relative amounts of capital available for new investments, relative exposure to short-term market trends, and the respective investment policies of the Company and the other investment funds. Such considerations may result in allocations of certain investments on other than a *pari passu* basis.

(b) **Time and Commitment**

The Manager, the Investment Managers and their respective associates, officers and employees devote as much of their time to the activities of the Company as they deem necessary and appropriate. The Manager, the Investment Managers and their respective associates are not restricted from forming additional investment funds, entering into other management relationships or engaging in other business activities, even though such activities may be in competition with the Company and/or the Investment Managers and/or may involve substantial time and resources of the Manager and/or the Investment Managers and its associates, officers and employees.

(c) **Transaction with Affiliates**

Subject to the Rules, the Company may transact with or participate in transactions in which the Manager and/or the Investment Managers or their officers, employees, principals or associates are directly or indirectly interested. In connection with such transactions, the Company on the one hand, and the Manager or members of the Manager's group and/or the Investment Managers or members of the Investment Manager's group and their respective officers, employees, principals or associates, on the other hand, may have conflicting interests.

(d) **Directors, the Administrator, the Custodian, the Registrar the Master Distribution Co-Ordinator and the Sharia Adviser**

The Directors, the Administrator, the Custodian, the Registrar, the Master Distribution Co-ordinator and the Sharia Adviser may also, from time to time, provide services to, or be otherwise involved with, other investment funds established by parties other than the Company which may have similar objectives to those of the Company. It is therefore possible that any of them may, in the course of business, have potential conflicts of interest with the Company. However, the Administrator, the Custodian, the Registrar, the Master Distribution



Co-ordinator and the Sharia Adviser will, at all times, pay regard to its obligation to act in the best interests of the Company, and the Directors will ensure that all such potential conflicts of interest are resolved fairly and in the interests of shareholders. In addition, subject to applicable law, any of the service providers (including the Directors) may deal, as principal or agent, with the Company, provided that such dealings are on normal commercial terms negotiated on an arm's length basis.

**The above is not necessarily a comprehensive list of all potential conflicts of interest.**

The Manager and the Directors are required under the Rules to take reasonable care to ensure that the relevant requirements are met relating to conflicts of interest. These apply to transactions in or involving scheme property and impose arms length or best execution requirements, as applicable. The Rules also prohibit double charging of investment management and investment advisory fees where units are acquired in other collective investment schemes managed or operated by the Manager or Investment Manager Adviser or a person in the same group.

## **MANAGEMENT AND ADMINISTRATION**

### **The Directors**

The directors of the Company are as follows:

*David Whitworth - Chairman*

Mr David Whitworth qualified as a Chartered Accountant in London in 1982 and is a Fellow of the Institute of Chartered Accountants of England & Wales. He gained taxation experience at Touche Ross & Co in London and experience in investment funds and offshore finance audit experience at Coopers & Lybrand in Guernsey from 1983.

David worked for NM Schroder Financial Management International Limited in umbrella fund administration and as director, compliance officer and company secretary of Guinness Mahon Guernsey Limited, a licensed Guernsey Bank, which also included custodial responsibilities for the group umbrella fund structure.

Until July 2007, he was Managing Director of Legis Group Limited, a fund and fiduciary administration group.

David is a director of a number of investment funds and other investment-related companies.

*Derek Chambers*

Mr Derek Chambers has been involved in the financial services sector since 1973. Having trained as a banker and accountant his first management position was as Chief Accountant to Brown Shipley (Jersey) Limited in 1984 where he was responsible for implementing operational changes. In 1986 Derek moved to Charterhouse Bank as the Finance Manager for the bank's activities and later for the bank's investment funds administration business. In 1988 Derek joined Eagle Star to establish their Luxembourg investments funds and manage the administration. In 1995, Derek established Marketing Liaisons Limited, a consultancy company to the investment funds industry.

In 1999 Derek established Cornhill Management (formerly SFM Group) with partners at the time comprising BNP Paribas Asset Management and AIG Global Investment Group with a view to launching investment funds tailor-made for the new markets of Central and Eastern Europe with the aim of being one of the first foreign groups on the new Central and Eastern European markets. Now Cornhill Management operates on a global scale designing and launching investment funds with its asset management partners.

Derek is also a director of other investment related companies.

#### *Joseph Truelove*

Mr Joe Truelove is the Head of Fund Services Team and a Director of Trident Fund Services (Guernsey) Limited. He has more than 20 years' experience in audit, accounting, fiduciary services and fund administration and is a Fellow of the Institute of Chartered Accountants in England and Wales and a member of the Society of Trust and Estate Practitioners. Joe served on the Guernsey Investment Funds Association Executive Committee for six years, including a term as its Vice Chairman. Joe holds a Master of Arts joint honours degree in French and Hispanic Studies (Latin American) from the University of Aberdeen.

#### **The Manager**

The Manager is Trident Fund Services (Guernsey) Limited, a company incorporated in Guernsey with limited liability on 15 December 2005. The Manager is licensed by the Guernsey Financial Services Commission pursuant to the Law to conduct certain restricted activities in connection with collective investment schemes.

The directors of the Manager are as follows:

#### *Mark Le Tissier*

Mr Mark Le Tissier is Managing Director of Trident Trust Company (Guernsey) Limited as well as being a Director of Trident Fund Services (Guernsey) Limited. He is a graduate both of the London School of Economics and of the Institute of Directors' Company Direction Programme. Mark has worked in the Financial Services sector since the mid 1990s and has acted as a director on a range of hedge fund of funds since 2000. He is a member of the STEP and an active member of the Guernsey Association of Trustees.

*Joseph Truelove*

Mr Joe Truelove is the Head of Fund Services Team and a Director of Trident Fund Services (Guernsey) Limited. He has more than 20 years' experience in audit, accounting, fiduciary services and fund administration and is a Fellow of the Institute of Chartered Accountants in England and Wales and a member of the Society of Trust and Estate Practitioners. Joe served on the Guernsey Investment Funds Association Executive Committee for six years, including a term as its Vice Chairman. Joe holds a Master of Arts joint honours degree in French and Hispanic Studies (Latin American) from the University of Aberdeen.

*Ryan Dekker*

Mr Ryan Dekker is a Director of Trident Trust Company (Guernsey) Limited ('TGUE'), the Guernsey licensed fiduciary arm of the Trident Trust Group and Trident Employment Services (Guernsey) Limited, the marine payroll division of the Guernsey office. Ryan is a Chartered Secretary (ACIS) by training and has been employed by TGUE since February 2002 following his move to Guernsey from South Africa after completing his tertiary education at the University of Cape Town, South Africa.

No Director has any material interest in any contract or arrangement subsisting at the date of this Offering Memorandum and which is significant in relation to the business of the Company other than by virtue of his or her interest in the Manager which is a party to the Management Agreement, Administration Agreement, Custodian Agreement, Registrar Agreement, Investment Management Agreements, Master Distribution Co-ordination Agreement and Sponsor Agreement; or the Master Distributor which is a party to the Master Distribution Co-ordination Agreement.

Details of other directorships held or held in the past five years by each of the Directors are available upon request to prospective investors at the registered office of the Company.

The Manager has the primary responsibility for management and administration of the Company and the making of investments on its behalf under the overall supervision of the

Directors. The Manager's responsibility includes selecting and monitoring the investment strategy on behalf of each of the Cells. Where the Manager has appointed Investment Manager(s), the Manager has delegated the day-to-day decision making and the execution of the investment strategy in respect of the relevant Cell (via the discretionary Investment Management Agreements governed by specific investment parameters) to the Investment Manager set out in the relevant Supplement for that Cell. Notwithstanding the discretionary nature of any Investment Manager's authority, the Manager will maintain an active role in the management of the strategy. Where the Manager has appointed Investment Adviser(s), the Manager has delegated the execution of the investment strategy but not the day to day decision making. The Investment Adviser will provide the Manager with investment advice in respect of the relevant Cell. Assuming that the Manager decides to accept that investment advice, the Investment Adviser will be instructed to proceed and execute the chosen investment strategy. The Manager also acts as Administrator of the Company, which functions may be, but are not currently, delegated.

The Manager may deal as principal in the Shares and is under no obligation to account to the Company or to its shareholders for any profits to which it thereby becomes entitled nor to account for any profit it makes on the issue of Shares or on the re-issue or cancellation of any Shares which have been redeemed.

### **The Custodian**

The Custodian is State Street Custody Services (Guernsey) Limited a company incorporated in Guernsey on 25 April 1997 with limited liability. As at the date of this Offering Memorandum, the Custodian has an authorised, issued and fully paid share capital of £10,000 divided into 10,000 shares of £1.00 each, all of which have been issued and credited as fully paid. The Custodian has assets under custody of USD 4 billion. The Custodian is licensed by the Commission under the Law to undertake certain restricted investment activities in relation to collective investment schemes authorised in Guernsey and in order to meet the applicable Guernsey capital adequacy regulations it maintains net assets, as defined in those regulations, of at least £4,000,000.00. The Custodian is a wholly owned subsidiary of State Street Corporation, a company incorporated in Boston, Massachusetts in the United States of America. The principal business of the Custodian is acting as a custodian of investment funds.

The Custodian holds (either itself or through its agents or delegates) all the assets of the Company and all documents of title to such assets but has no responsibility for selecting or valuing the investments of the Company. The Custodian has no decision making discretion

in relation to the investment of Company's assets. Pursuant to the Custodian Agreement referred to in the section entitled "Material Contracts", the Custodian may appoint sub-custodians, nominees and agents to perform its duties. The Custodian will retain responsibility for the acts and omissions of its sub-custodians, agents or delegates (save in respect of insolvency or other financial default of a sub-custodian) and shall use reasonable skill, care and diligence in the selection of suitable sub-custodians, agents or delegates.

The Custodian is responsible under the Custodian Agreement for the keeping of the register of shareholders of the Company. It has delegated this task to the Registrar.

### **The Administrator and Secretary**

The Manager is responsible for all administrative and secretarial duties in connection with the Company, including determination of Net Asset Value of each Class and Cell and dealing with issues and redemptions of Shares.

For the purposes of the Law, the Manager is the Designated Administrator.

### **Registrar**

The Manager is responsible to carry out the duties of the registrar and transfer agent of the Company pursuant to the Rules.

The Registrar maintains the register of members and carries out all other duties incidental thereto. The register of shareholders of the Company available for inspection at the registered office of the Company.

The Manager is also TISE Listing Sponsor for the Company.

### **Master Distribution Co-ordinator**

The Company and the Manager have appointed Cornhill Management S.A. as the Master Distribution Co-ordinator of the Company. The Master Distribution Co-ordinator is a company incorporated under the laws of the Grand Duchy of Luxembourg. The Master Distribution Co-ordinator has will carry out certain distribution services in connection with the Company and will engage with third parties as authorised distributors to promote and market the Shares. The Master Distribution Co-ordinator has primary responsibility for the co-ordination of the marketing support functions for the Company and acts as liaison for the dissemination between the Manager, the Company and the distribution network.

## **Sharia Adviser**

With effect from 29 November 2017 the Company has appointed Ihsan Islamic Finance Solutions Ltd. (“IIFS”) as the Sharia adviser to provide advice to the Company to ensure that the Cells are Sharia-compliant. IIFS was founded with the aim to serve the Islamic finance industry by offering a wide range of specialised Sharia Advisory and Audit services. IIFS clients include financial institutions including financial regulators, government departments, banks, asset managers, micro-finance institutions, corporate and law firms. IIFS Islamic finance and Sharia experts have been active on all levels in the Islamic finance industry in UK and Europe for decades, with an in-depth unrivalled practical knowledge and experience in the field.

IIFS was incorporated in the UK with the vision of supporting the development and growth of the Islamic finance industry primarily in Europe and across the rest of the world. This vision is an extension of IIFS name ‘Ihsan’, which is an Arabic phrase that means the ‘pursuit of excellence’, an inspiration IIFS endeavour to archive and deliver in everything they do and the services they offer to their clients.

The Sharia Adviser provides services on various Islamic banking and finance products to ensure compliance with applicable Sharia principles. Among other roles, the Sharia Adviser advises on all aspects of fund management business in accordance with Sharia principles.

## **TAXATION**

Prospective investors should ascertain from their professional advisers the consequences to them of acquiring, holding, redeeming, transferring, converting or selling Shares under the relevant laws of the jurisdiction to which they are subject, including the tax consequences and any exchange control requirements. These consequences will vary with the law and practice of an investor’s country of citizenship, residence, domicile or incorporation and with his personal circumstances. The information set out below should not be regarded as legal or tax advice.

### **Guernsey**

The summary below is based on law and published practice in Guernsey at the date of this Offering Memorandum, and is subject to change, potentially with retroactive effect.

*The Company*

The Company has applied for and has been granted an exemption from liability to income tax in Guernsey under the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989, as amended. Exemption must be applied for annually and will be granted, subject to the payment of an annual fee, which is currently fixed at £1,200, provided that the Company qualifies under the applicable legislation for exemption. It is the intention of the Directors to conduct the affairs of the Company so as to ensure that it will continue to qualify for exempt company status for the purposes of Guernsey taxation.

As an exempt company, the Company will be treated as if it were not resident in Guernsey for the purposes of liability to Guernsey income tax. The exemption from income tax and the treatment of the Company as if it were not resident in Guernsey for the purposes of Guernsey income tax would be effective from the date the exemption is granted and will apply for the year of charge in which the exemption is granted.

Under current law and practice in Guernsey, the Company will only be liable to tax in Guernsey in respect of income arising or accruing from a Guernsey source, other than from a relevant bank deposit. It is not anticipated that such Guernsey source taxable income will arise in this case.

Distributions made by exempt companies to non-Guernsey residents will be free of Guernsey withholding tax and reporting requirements. Where a tax exempt company makes a distribution to shareholders that are Guernsey tax resident individuals the company will only need to report the relevant details of those distributions.

In the absence of tax exempt status, the Company would be Guernsey tax resident and taxable at the Guernsey standard rate of company income tax, which is currently zero per cent.

Guernsey currently does not levy taxes upon capital, inheritances, capital gains, gifts, sales or turnover. No stamp duty is chargeable in Guernsey on the issue, transfer or redemption of shares in the Company.

#### *Shareholders*

Distributions by the Company to Shareholders who are not resident in Guernsey for tax purposes can be paid to such Shareholders, either directly or indirectly, without the withholding of Guernsey tax and without giving rise to any other liability to Guernsey income tax.

Shareholders who are individuals resident for tax purposes in Guernsey (which includes Alderney and Herm) will incur Guernsey income tax at the applicable rate on a distribution

#VPC:TGR.247174#

1063944/0001/G9034056v2

paid to them by the Company. So long as the Company has been granted tax exemption the Company will only be required to provide the Director of Income Tax such particulars relating to any distribution paid to Guernsey resident Shareholders as the Director of Income Tax may require, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any distribution paid and the date of the payment.

As already referred to above, Guernsey currently does not levy taxes upon capital inheritances, capital gains, gifts, sales or turnover, nor are there any estate duties (save for registration fees and ad valorem duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant).

No stamp duty is chargeable in Guernsey on the issue, transfer or redemption of shares in the Company.

#### *EU Savings Directive*

Although not a Member State of the European Union, Guernsey, in common with certain other jurisdictions, entered into agreements with EU Member States on the taxation of savings income. From 1 July 2011 paying agents in Guernsey must automatically report to the Director of Income Tax in Guernsey any interest payment to individuals resident in the contracting EU Member States which falls within the scope of the EU Savings Directive (2003/48/EC) as applied in Guernsey. However, whilst such interest payments may include distributions from the proceeds of shares or units in certain collective investment schemes which are, or are equivalent to, a UCITS, in accordance with Directive 2009/65/EC of 13 July 2009 and guidance notes issued by the States of Guernsey on the implementation of the bilateral agreements, the Company should not, under the existing regime, be regarded as an, or as equivalent to, undertaking for collective investment established in Guernsey that is equivalent to a UCITS. Accordingly, any payments made by the Company to an individual beneficial owner resident in an EU Member State will not be subject to reporting obligations pursuant to the agreements between Guernsey and EU Member States to implement the EU Savings Directive in Guernsey.

However, on 10 November 2015 the Council of the European Union repealed the EU Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to ongoing requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the EU Savings Directive and the implementation of the Common Reporting Standard in the EU



under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU).

Guernsey is in the process of seeking confirmation from each EU Member State that the repeal of the EU Savings Directive suspends the equivalent agreements that the EU Member States have with Guernsey. It is anticipated that all Member States will ultimately give this confirmation, although discussions with certain Member States are ongoing. Once Guernsey obtains this confirmation from all Member States, it intends to suspend domestic EU Savings Directive legislation with effect from 1 January 2016 (which is when the Common Reporting Standard came into effect in Guernsey).

#### *FATCA - the US-Guernsey IGA*

On 13 December 2013 the Chief Minister of Guernsey signed the US-Guernsey IGA. Under FATCA and legislation enacted in Guernsey to implement the US-Guernsey IGA, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Under the terms of the US-Guernsey IGA, Guernsey resident financial institutions that comply with the due diligence and reporting requirements of Guernsey's domestic legislation will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Company does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of US source income (including interest and dividends) and (from 1 January 2019) proceeds from the sale of property that could give rise to US source income and (from the later of 1 January 2019 or the date of publication of certain final regulations) a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments. The US-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form.

#### *Common Reporting Standard*

On 13 February 2014, the OECD released the CRS designed to create a global standard for the automatic exchange of financial account information, similar to the information to be reported under FATCA. On 29 October 2014, fifty-one jurisdictions signed the Multilateral Agreement that activated this automatic exchange of FATCA-like information in line with the CRS. Since then further jurisdictions have signed the Multilateral Agreement and in total over 100 jurisdictions have committed to adopting the CRS. Many of these jurisdictions have now adopted the CRS with effect from either 1 January 2016 or 1 January 2017. Guernsey adopted the CRS with effect from 1 January 2016.

Early adopters who signed the Multilateral Agreement (including Guernsey) have pledged to work towards the first information exchanges taking place by September 2017. Others are expected to follow with information exchange starting in 2018.

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that would need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance. The CRS is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form and which is supplemented by guidance issued by the Organization for Economic Co-operation and Development.

**All prospective investors should consult with their own tax advisers regarding the possible implications of FATCA, the CRS and any other similar legislation and/or regulations on their investment in the Company.**

If the Company fails to comply with any due diligence and/or reporting requirements under Guernsey legislation implementing the US-Guernsey IGA and/or the CRS then the Company could be subject to (in the case of the US-Guernsey IGA) US withholding tax on certain US source payments, and (in all cases) the imposition of financial penalties introduced pursuant to the relevant implementing regulations in Guernsey. Whilst the Company will seek to satisfy its obligations under the US-Guernsey IGA and the CRS and associated implementing legislation in Guernsey to avoid the imposition of any financial penalties under Guernsey law, the ability of the Company to satisfy such obligations will depend on receiving relevant

information and/or documentation about each Shareholder and the direct and indirect beneficial owners of the Shareholders (if any). There can be no assurance that the Company will be able to satisfy such obligations.

#### *Request for Information*

The Company reserves the right to request from any Shareholder or potential investor such information as the Company deems necessary to comply with FATCA and the CRS, or any obligation arising under the implementation of any applicable intergovernmental agreement, including the US-Guernsey IGA and the Multilateral Agreement, relating to FATCA, the CRS or the automatic exchange of information with any relevant competent authority.

### **United Kingdom**

#### *Taxation of the Company*

The Directors intend to conduct the affairs of the Company so that it does not become resident in the United Kingdom for United Kingdom taxation purposes. Accordingly, and provided that the Company does not carry on a trade in the United Kingdom (whether or not through a branch, agency or permanent establishment situated there), the Company will not be subject to United Kingdom income tax or corporation tax other than on certain types of United Kingdom source income.

#### *Taxation of shareholders in the United Kingdom*

Each Class of a Cell should, under current law, fall within the definition of an "offshore fund" for the purposes of the United Kingdom legislation contained in Part 8 of the Taxation (International and other Provisions) Act 2010 (“**TIOPA 2010**”). Therefore, unless a Class of a Cell applies for and is granted approval as a "reporting fund" pursuant to regulations made under section 354 of the TIOPA 2010, any profit on disposal (including a redemption) of Shares referable to such Class by a United Kingdom resident or ordinarily resident shareholder or a shareholder who carries on a trade in the United Kingdom through a branch, agency or permanent establishment with which their investment in the Company is connected should be taxed as an "offshore income gain" for UK tax purposes, and should be subject to current UK income tax or corporation tax rates, as appropriate.

Each Class of a Cell may choose to seek approval as a “reporting fund” for UK tax purposes. If such approval were to be granted by HM Revenue & Customs, a disposal (including a redemption) of Shares referable to such a “reporting fund” by a United Kingdom resident or ordinarily resident shareholder or a shareholder who carries on a trade in the United Kingdom

#VPC:TGR.247174#

1063944/0001/G9034056v2

through a branch, agency or permanent establishment with which their investment in the Company is connected may give rise to a chargeable gain or an allowable loss for the purposes of UK taxation on chargeable gains, depending on the shareholder's circumstances and subject to any available exemption or relief.

It is expected that each Class of a Cell will apply for reporting fund status for UK tax purposes.

Capital gains tax at the rate of 18 per cent. (for basic taxpayers) and 28 per cent. (for higher and additional rate taxpayers) would apply to any gain realised on a disposal (including a redemption) of Shares referable to a "reporting fund" by an individual shareholder who is resident or ordinarily resident in the United Kingdom for taxation purposes. Shareholders who are bodies corporate resident in the United Kingdom for taxation purposes will, upon disposal of Shares referable to a "reporting fund", benefit from indexation allowance which, in general terms, increases the chargeable gains tax base cost of an asset in accordance with the rise in the retail prices index. United Kingdom resident shareholders referable to a "reporting fund" will be charged to income tax or corporation tax (as appropriate) on all "reportable income" of the Class, regardless of whether such income is actually distributed by way of a cash dividend, in accordance with applicable United Kingdom regulations.

Individual shareholders resident in the United Kingdom for tax purposes and who receive a cash dividend from the Company should, provided that less than 60 per cent. of the underlying assets of the Class in respect of which the dividend is paid (by market value) constitute investments falling within section 494 of the Corporation Tax Act 2009, be entitled to claim a tax credit equal to one-ninth of the cash dividend received. The effect of the dividend tax credit would be to extinguish any further tax liability for current basic rate taxpayers (who pay tax at the dividend ordinary rate of 10 per cent.). The effect of the dividend tax credit for current higher rate taxpayers (who pay tax at the current dividend upper rate of 32.5 per cent.) would be to reduce their effective tax rate to 25 per cent. of the cash dividend received.

From 6 April 2010 a new additional rate of income tax applies for United Kingdom resident individuals with an income of over £150,000. Such individuals will pay 42.5 per cent. tax on dividends received (reduced to 36.11 per cent. for such taxpayers as a result of applying the tax credit).

Shareholders who are bodies corporate resident in the United Kingdom for tax purposes may be able to rely upon legislation introduced by the Finance Act 2009 with effect from 1 July

2009, which exempts certain classes of dividend and other company distributions from the charge to UK corporation tax.

*ISAs, SSAS and SIPPs*

Investors resident in the United Kingdom who are considering acquiring Shares are recommended to consult their own tax and/or investment advisers in relation to the eligibility of the Shares for UK ISAs, SSAS and SIPPs.

Subject to applicable subscription limits, (currently £10,200 per year) the Shares should be eligible for inclusion in a Stocks and Shares ISA.

The Directors have been advised that Shares in the Company should be eligible for inclusion in a UK SSAS or a UK SIPPs, subject to the discretion of the trustees of the SSAS or SIPP, as the case may be.

*Stamp duty and stamp duty reserve tax ("SDRT")*

Generally, no United Kingdom stamp duty or SDRT is payable on the issue or transfer of Shares or an agreement to transfer Shares.

*Other United Kingdom tax considerations*

The Income and Corporation Taxes Act 1988 contains provisions (the "Controlled Foreign Companies" legislation) that affect United Kingdom resident companies that are deemed to be interested in at least 25 per cent. of the profits of a non-United Kingdom resident company that is controlled by residents of the United Kingdom. The provisions may operate to attribute a proportion of such a company's profits to such 25 per cent. shareholders. The UK Government is consulting on the reform of the controlled foreign companies regime. Although the scope of any reform cannot be accurately predicted, it is now expected that final legislation to introduce changes to the regime will be introduced by Finance Bill 2012.

The attention of individuals ordinarily resident in the United Kingdom for United Kingdom tax purposes is drawn to the provisions of Chapter 2 of Part 13 of the Income Tax Act 2007, which may render them liable to income tax in respect of any undistributed income of the Company or any capital sum received from the Company.

It is anticipated that the shareholdings in the Company will be such as to ensure that the Company would not be a "close company" if it were resident in the United Kingdom (broadly, controlled by five or fewer participants). If, however, the Company would be a

close company if so resident, capital gains accruing to it may be apportioned to United Kingdom resident or ordinarily resident shareholders, under the provisions of Section 13 Taxation of Chargeable Gains Act 1992, who may thereby become chargeable to capital gains tax, or corporation tax on chargeable gains, on the gains apportioned to them.

## **INVESTMENT PROCESS**

### **Dealing arrangements**

The price per Share at which Shares of each Class of each Cell will be issued in the Initial Offer Period (excluding any Subscription Charge) will be the Initial Offer Price. Subscription monies received during the Initial Offer Period may not be used to acquire any Investment Asset (other than by way of being placed on non-interest bearing current or deposit client account) until the expiry of the Initial Offer Period.

Following the Initial Offer Period, Shares may be purchased on each Dealing Day. The prices at which Shares can be purchased or redeemed will normally be determined according to the section entitled “Valuation” below and the relevant Supplement for each Cell. The Directors may change the Valuation Point or the Dealing Day at their discretion although the Shareholders will be given at least one month’s prior notice of any such change on the Company’s website. The Directors may also determine that there shall be additional Dealing Days without giving notice to the Shareholders either generally or in relation to one or more Cells, Classes or Shares and different days for different purposes.

### **Applications**

Applications for Shares must be made on an Application Form and submitted to the Registrar. The Manager has the discretion whether to accept or reject in whole or in part any application for Shares for any reason or no reason. Application Forms for the relevant Class of a Cell must be received within the timeframe set out in the relevant Supplement.

Payment by bank transfer should be effected as described in the Application Form. At the Manager’s discretion, payments may be accepted other than in cash provided that Shariah guidelines are observed. Any money held by an applicant for Shares shall be held in a non-interest bearing client account.

In the event that an application is rejected, application monies will be returned without interest by telegraphic transfer to the transmitting bank account at the risk and expense of the person(s) entitled thereto.

The Manager may levy a Subscription Charge on subscriptions for Shares and such charge may vary by Class or Cell. Details of the Subscription Charge payable in respect of each Class of a Cell are set out in the relevant Supplement. The Subscription Charge will be deducted from the application monies forwarded in connection with an application and the remainder will be applied in connection with the subscription for Shares.

The Subscription Charges may be rebated in whole or in part at the discretion of the Manager. The Manager is entitled to pay the whole or part of such charge along with any other remuneration received to intermediaries and introducers at its discretion.

Certificates for Shares will not be issued. Title to the Shares will be evidenced by entries on the Company's register of shareholders.

### **Redemptions**

Shareholders may redeem all or part of their holding by submitting a redemption request form to the Registrar within the timeframe for the relevant Class of a Cell set out in the relevant Supplement. Redemption request forms may be obtained from the Registrar.

Shareholders will receive a sum calculated by reference to the Redemption Value as at the next Redemption Day following receipt of the request to redeem Shares (unless dealings have been suspended) minus any Redemption Charge.

The Manager may levy a Redemption Charge and such charge may vary by Class or Cell. Details of the Redemption Charge payable in respect of each Class of a Cell are set out in the relevant Supplement.

The net redemption proceeds will normally be paid within the timeframe set out in the relevant Supplements and in accordance with instructions included on the Application Form or amended instructions acceptable to the Manager.

The minimum redemption is Shares having a value not less than an amount in respect of each Class of a Cell set out in the relevant Supplement. If a Shareholder's remaining investment in a Cell is less than the minimum holding specified in the relevant Supplement of the Cell, the Manager may, at its discretion, redeem the entire holding.

Contract notes will be issued within seven Business Days of the relevant Redemption Day. It is the responsibility of the Shareholder (and its agent where applicable) to check that the information contained on the contract note is correct and to notify the Registrar within five

Business Days of receipt of any discrepancy. Contract notes are sent at the Shareholder's own risk.

### **Client Money**

Monies received from prospective investors in respect of applications or from one or more Classes of Cells in respect of redemptions or conversions will be held in separate non-interest bearing bank accounts (designated as client money accounts).

### **Money laundering declarations**

The Criminal Justice (Proceeds of Crime) (Financial Services Businesses) (Bailiwick of Guernsey) Regulations, 2007 (as amended) require the Company to establish the identity of the person by whom or on whose behalf an application form is lodged with payment. The applicant or agent lodging an application form shall be deemed to agree to provide the Company with such information and other evidence as the Company may require to satisfy the verification of identity requirements. Shares will not be allotted to the applicant until the verification of identity requirements have been complied with to the satisfaction of the Company. The documentation required to comply with such requirements will vary depending on the type of applicant, the nature of the relationship between the Company and the applicant, and whether the applicant is in a jurisdiction as set out in Appendix C to the Handbook for Financial Services Business on Countering Financial Crime and Terrorist Financing.

### **Data Protection**

The terms "data controller", "data processor", "processing" and "data subject" shall bear the meaning ascribed under Data Protection Law, and the term "process" shall be construed accordingly.

"Data Protection Law" means the DP Law and the Regulation (as amended or replaced from time to time), guidance, directions, determinations, codes of practice, circulars, orders, notices or demands issued by any Supervisory Authority and any applicable national, international, regional, municipal or other data privacy authority or other data protection laws or regulations in any other territory in which services to the Company or Cells are provided or received ("Services") or which are otherwise applicable and specifically includes the Data Protection (Bailiwick of Guernsey), Law, 2001 as amended (the "Guernsey DP Law").



"Personal Data" means any personal data processed by the parties pursuant to the Scheme Particulars.

"Regulation" means, on and from 25 May 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as and when it becomes applicable.

"Reportable Breach" means any unauthorised or unlawful processing, disclosure of, or access to, Personal Data and/or any accidental or unlawful destruction of, or loss of, alteration to, corruption to Personal Data.

"Supervisory Authority" shall bear the meaning ascribed in the Regulation.

The investor understands and acknowledges that in connection with its subscription for Shares in the Cells it may provide or the Administrator, Manager or Custodian (collectively the "Service Providers") may each collect, process, retain, disclose, and transfer Personal Data relating to the investor and/or any identifiable individual employed by or otherwise associated with the investor. This Personal Data may include, but is not limited to, the following: name, address, email address, telephone numbers, business contact information, employment and job history, personal financial information, and credit information and history.

The Administrator will undertake the role of data controller, but it is acknowledged that any or all of the Service Providers may act in the capacity of data controller for certain data processing activities and/or the Purposes.

The investor understands and acknowledges that Personal Data provided by the investor to the Service Providers will be stored on the computer systems of the Service Providers and/or their affiliates and/or their service providers and/or manually, except as otherwise stated below.

The investor acknowledges and agrees that the Service Providers and their affiliates and/or service providers may, in order to fulfil their duties and/or to comply with regulatory requirements or legal obligations, use such Personal Data for the following purposes (the "Purposes"):

process Personal Data (including Sensitive Personal Data) as required by or in connection with this Offering Memorandum, the Supplements and the operation of the Company and the Cells, including processing Personal Data in connection with credit and money laundering and sanctions checks and including disclosure to credit reference agencies in order to carry out such checks and comply with legal obligations;

- communicate with the investors as necessary in connection with its affairs and generally in connection with its interest in a Cell;
- provide Personal Data to third parties (including the other Service Providers) as may be considered necessary in connection with the investor's affairs and generally in connection with its interest in a Cell or as the Data Protection Law may require, including to third parties outside the EEA and/or the Bailiwick of Guernsey;
- without limitation, provide Personal Data to the auditors of the Company, notwithstanding that any such party may be outside the Bailiwick of Guernsey or the EEA;
- process the investor's Personal Data for their internal administration;
- disclose the Personal Data to competent authorities, Courts and bodies as required by law or requested or to affiliates for internal investigations and reporting;
- provide the investor's Personal Data to a third party service provider engaged by one or more of the Service Providers to provide administrative, transfer, document storage, record keeping and other functions, including but not limited to processing the investor's Personal Data in connection with the Company and in particular the collection, processing, storage and transfer of "customer due diligence" and source of funds information and verification data under applicable anti-money laundering and terrorist financing laws and regulations, of which such services may be performed outside the Bailiwick of Guernsey or the EEA;
- either through themselves (or through a third party e.g. credit reference agency) process certain information about the investor or the investors directors, officers and employees and the investor's beneficial owners (if applicable) in order to carry out anti-money laundering checks and related actions which they consider appropriate to

#VPC:TGR.247174#

1063944/0001/G9034056v2

meet any legal obligations imposed on each of them relating to the prevention of fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and to prevent the provision of financial and other services to persons who may be subject to economic or trade sanctions, on an on-going basis, in accordance with their relevant anti-money laundering procedures;

- to monitor and record calls and electronic communications for investigation and fraud prevention purposes, for crime detection, prevention, investigation and prosecution, and to enforce or defend each of them and their affiliates' rights, themselves or through third parties to whom they delegate such responsibilities or rights in order to comply with a legal obligation imposed on each of them;
  
- to monitor and record calls for quality, business analysis, training and related purposes in order to pursue the legitimate interests of each of them to improve its service delivery,

and which are necessary to comply with a legal obligation and/or to provide the Services pursuant to this Offering Memorandum and the Supplements and/or which are necessary for the Service Providers and/or their affiliates and/or service providers' legitimate interests indicated above.

The disclosure of Personal Data to the third parties set out above may involve the transfer of data to countries outside the Bailiwick of Guernsey and/or outside the EEA. Such countries may not have the same data protection laws as the investor's jurisdiction.

The Service Providers will put in place policies and procedures that comply with The Data Protection (Bailiwick of Guernsey) Law, 2017 (as amended) ("Data Protection Safeguard Procedure"). Please contact the Administrator for copies of their relevant Data Protection Safeguard Procedure.

The Service Providers and/or any of their affiliates as well as any external service provider intend, where required to do so by law or where it considers it appropriate, to implement arrangements which seek to ensure that any such entity is contractually bound to provide an adequate level of protection in respect of the personal data

transferred to it. An investor should contact the Administrator if any further information is required in relation to the data protection solutions which have been put in place.

By submitting Personal Data to the Service Providers relating to any identifiable individual, the investor warrants and represents that:

- (a) it has authority to provide the Personal Data to the Service Providers;
- (b) it has informed the individual about the content of this statement and/or as required by the Data Protection Law relating to the processing of Personal Data and its transfer outside the EEA; and
- (c) there are no prohibitions or restrictions that would prevent the Service Providers and/or any of their affiliates from disclosing such Personal Data as is shared with them with their affiliates, agents, employees, delegates or subcontractors in order to provide the Services or otherwise administer the Company, or for the Purposes.

The investor acknowledges and agrees that it shall, immediately on demand, fully indemnify the Service Providers and/or any of their affiliates and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Service Providers and/or any of their Affiliates in connection with any failure by the investor to comply with the provisions of this clause and/or the Data Protection Law in respect of the processing of Personal Data.

The investor acknowledges that its Personal Data will be retained as long as required:

- (a) for the Company, the Service Providers and their Affiliates and/or service providers to perform their duties and obligations in connection with the investor's interest in the Company; and/or
- (b) as required by the Data Protection Law.

## Data Subject Rights

The investor has the following rights, in certain circumstances, in relation to its Personal Data:

- right to access the investor's personal information.
- right to rectify the investor's personal information.
- right to restrict the use of the investor's personal information.
- right to request that the investor's personal information is erased.
- right to object to processing of the investor's personal information.

The investor has the right to lodge a complaint with a Supervisory Authority.

If an investor has any questions about our use of personal information, the investor should contact the Administrator at its registered office.

## **Minimum and Maximum Subscriptions**

The minimum subscription to be accepted in respect of an application for Shares of a Class of a Cell on behalf of any prospective investor is set out in the relevant Supplement.

The Manager may deviate from these minimums at their discretion.

## **Compulsory redemption**

The Directors may compulsorily redeem the Shares of any Shareholder if such Shares are held by or on behalf of a person:

- (a) in contravention of any law or requirement of any country or regulatory authority by virtue of which such person is not qualified to;
- (b) who is not a Non-Qualified Person or ineligible to hold or to be interested in such Shares (as set out in the Articles or this document);
- (c) whose holding of such Shares may, in the opinion of the Directors, cause legal, regulatory, fiscal, tax, pecuniary or material administrative disadvantage to the Company or its Shareholders; or

- (d) who is a minor.

The Directors may also compulsorily redeem Shares in a Cell (if appropriate) if at any time after the first anniversary date of the establishment of a Cell the Net Asset Value of the Cell on each Dealing Day within a consecutive three month period falls below USD10 million.

### **Postponement of redemption**

The Directors may at their discretion limit the value of Shares in any Cell redeemed on a Redemption Day to 10 per cent. of that Cell's Net Asset Value. In such event, the limitation will apply pro-rata to the number of Shares in that Cell to be redeemed. On the next Redemption Day, priority shall be given in the following order to:

- (a) Shareholders whose Shares are to be compulsorily redeemed;
- (b) secondly, Shareholders whose redemption requests have been deferred from a previous Redemption Day on the basis of redemption requests from an earlier Redemption Day being given priority to redemption requests from a later Redemption Day, in each case on a pro-rata basis; and
- (c) thereafter all redemption requests shall be dealt with on a pro-rata basis.

The Shareholder will be notified if its requests for redemption of its Shares are so carried forward.

### **Conversion**

Conversion between Cells is not usually permitted, however, at the Manager's discretion, Shareholders may be permitted to convert their:

- (a) A Class Shares in one Cell to A Class Shares in another Cell;
- (b) B Class Shares in one Cell to B Class Shares in another Cell; and
- (c) I Class Shares in one Cell to I Class Shares in another Cell.

Shareholders should note that conversions may be treated as a realisation for the purposes of the taxation of capital gains in some jurisdictions. The valuation for transactions involving converting from one Cell to another will be by reference to:

- (i) the Redemption Value for the Shares of the existing Class of a Cell;  
and

- (ii) the Subscription Price for the Shares for the new Class of a Cell.

The subscription will take place on the Dealing Day on which the redemption is completed. Under no circumstances will the Shareholder who converts between Cells be given a right to reverse the transaction except as a new transaction.

Converting between the Cells may be subject to a charge of up to one per cent. of the Redemption Value of Shares of the existing Class of a Cell, which is payable to the Manager. The Manager may share such charge with any other person.

### **Suspension of Dealing and Calculation of Net Asset Value**

The Directors may suspend issue, redemption and conversion of Shares of a Cell (or Class of a Cell) and the calculation of the Net Asset Value in such circumstances as they may determine in their absolute discretion if the Directors determine such suspension is justified having regard to the interests of the Shareholders, including, without limitation:

- (a) during any period when any Recognised Investment Exchange on which any material part of an Investment Asset comprised in the Cell concerned for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended, or in the case of investment in a unit trust, mutual fund or open-ended investment company, when the issue or redemption of units or shares in such unit trust, mutual fund, open-ended investment or company is suspended or postponed;
- (b) during the existence of any state of affairs which, in the opinion of the Manager, constitutes an emergency, as a result of which disposal of investments comprised in the Cell would not be reasonably practicable or might seriously prejudice the interests of the Shareholders as a whole;
- (c) during any breakdown in the means of communication normally employed in determining the price of any of the investments comprised in the Cell or the current price on any Recognised Investment Exchange or when for any reason the prices of any investment cannot be promptly and accurately ascertained;
- (d) during any period when currency conversions which will or may be involved in the realisation of the investments comprised in the Cell or in the payment for

investments cannot, in the opinion of the Manager, be carried out at normal rates of exchange; and

- (e) when a decision is taken to liquidate the Company.

Following a suspension, the calculation of the Subscription and Redemption Prices will commence at the Valuation Point for the Dealing Day next after the last day of the suspension period and all subscription applications and redemption requests shall be carried forward to the first Dealing Day following the Valuation Point on which the determination of the Net Asset Value shall resume. Any suspension shall be notified to Shareholders of the relevant Cell and to TISE immediately by way of announcement, following which the listing of the Shares on TISE will be suspended for such time that the suspension of dealing or calculation of Net Asset Value exists. A Shareholder may withdraw any subscription application or redemption request at any time whilst the calculation of Net Asset Value is suspended. If the notice is not so withdrawn, the subscription application or redemption request will be dealt with on the first Dealing Day following the termination of such suspension. The fees of the Custodian and the Manager will continue to accrue during the period of suspension and will be calculated by reference to the last valuation prior to the suspension coming into effect.

## **VALUATION**

### **Net Asset Value**

The Manager will ascertain the Net Asset Value of each Cell at the Valuation Point. The Net Asset Value of each Cell shall be determined on the basis of the Investment Value of the Investment Assets plus the value of the Cash Instruments and other assets of the Cell, including, where applicable, unamortised initial setup, unamortised acquisition fees and deferred distribution fees, less all liabilities whether existing or contingent and including such provision for future liabilities as the Manager may determine and any accrued performance fee. For the avoidance of doubt, for the purposes of calculating the Net Asset Value of each Cell, the assets and liabilities attributable to S Shares shall be excluded.

The valuation methods specific to the Investment Assets of a Cell are set out in the relevant Supplement.

If, in any particular case, a value is not ascertainable or if the Manager considers that some other method of valuation better reflects the fair value then the Manager will have the discretion to choose such method of valuation as it sees fit.



The Net Asset Value per Share of each Class of a Cell is set out in the relevant Supplement.

The Net Asset Value per Share of each Cell listed on TISE will be notified to TISE as soon as practicable after calculation.

### **Subscription Price**

The Subscription Price in respect of each Class of a Cell is set out in the respective Supplement. The Articles permit the Manager to add a Subscription Charge of up to ten per cent. of the Subscription Price. Subscriptions of Shares may be subject to a Subscription Charge as detailed in the Supplements.

### **Redemption Value**

The Redemption Value in respect of each Class of a Cell is set out in the respective Supplement. Redemptions of Shares may be subject to Redemption Charges as detailed herein and in the Supplements.

### **AVAILABILITY OF PRICES**

The Subscription Price for each Class of a Cell will be published on a daily basis by the Manager and available upon request, and in respect of Share Classes admitted to listing on the Official List of TISE, notified to TISE shortly after calculation. The prices will also be notified daily to Bloomberg.

### **ACCOUNTING DATE**

The annual accounting date of the Company and each Cell is 30 April in each year or such other date as the Manager shall determine from time to time having given due notice to all holders. The Company's first accounting period was from the date of incorporation ending 30 April 2011. The accounts of the Company and each Cell will be prepared annually and semi-annually in accordance with IFRS and will be prepared in USD for the Company and the Cells. The Company will prepare annual and semi-annual reports which will be published and sent to Shareholders and/or published on the Company's Website within a period of four months following the relevant accounting date or within a period of two months of the semi-annual accounting date.

### **FEES AND EXPENSES**

#### **Initial establishment costs**

The fees and expenses incurred in connection with the establishment of the Company and each of the Cells and other initial set-up costs were approximately US\$800,000. This figure included initial marketing costs in connection with the Company and service provider take-on fees. These establishment costs have been apportioned pro rata to all of the Cells or in such manner as the Manager deemed fair and reasonable (after consultation with the Custodian). As each new Cell is created after the initial Cells, a proportion of these costs will be allocated to, and borne by, each such Cell and added to the preliminary expenses of establishing the relevant Cell. For the purposes of calculating Net Asset Value for issues, redemptions and conversions of Shares, these fees will be amortised on a straight-line basis over a period of five years commencing in the second financial year.

### **Directors Fees**

In accordance with the Articles, the Directors are entitled to receive remuneration not exceeding £50,000 in aggregate in a financial year and reimbursement of any out of pocket expenses in discharging their duties. David Whitworth, Joe Truelove and Derek Chambers are each entitled to receive £10,000 per annum.

At the date of this Offering Memorandum, the Directors are not entitled to receive any benefits in kind from the Company.

The Directors are entitled to be reimbursed their out of pocket expenses properly incurred in the performance of their duties.

### **Listing Fees**

The listing expenses of the Company associated with the listing of the Shares on the official list of TISE were in the region of £5,000. An ongoing sponsorship fee of £2,500 per year is payable to the Manager for acting as Sponsor.

### **Service Provider Fees**

The fees and expenses in connection with the appointment of the Manager (including in its capacity as Administrator, Secretary and Registrar), the Custodian, the Investment Adviser, the Sharia Adviser, the Master Distribution Co-ordinator payable in respect of each Cell are set out in the Supplement applicable to the particulars Cell.

The following service provider fees are not specifically attributable to any particular Cell of the Company and will be apportioned pro rata to all of the Cells or in such manner as the Manager deems fair and reasonable (after consultation with the Custodian).

Notice to shareholders of at least one month will be given in the case of any proposal to increase the level of charges payable to the Manager or any Investment Manager or Investment Adviser, whose fees are payable directly by the Company.

#### *Manager*

##### Effective until 31 December 2017

The fees payable to the Manager by the Company (including each of the Cells) is payable at the rate of 0.12% per annum of Net Asset Value calculated weekly and payable monthly in arrears, subject to a minimum of £80,000 per annum.

##### Effective from 1 January 2018

With effect from 1 January 2018 the fees payable to the Manager by the Company (including each of the Cells) is payable at the rate of 0.12% per annum of Net Asset Value calculated weekly and payable monthly in arrears, subject to a minimum of £120,000 per annum.

#### *Custodian*

The fees payable to the Custodian by each Cell are subject to an overall minimum fee in respect of all Cells of USD 60,000 for each 12 month period following the 12 month period from the effective date of the Custodian Agreement.

#### *Sharia Adviser*

The fees payable to the Sharia Adviser of the Company (including each of the Cells) is payable at a rate of GBP 18,000 per annum. The fee will be apportioned pro rata across each Cell on the basis of the Net Asset Value of each Cell or otherwise on such basis as the Directors deem fair and equitable.

The Sharia Adviser is also entitled to be reimbursed for any out of pocket expenses in connection with carrying out its duties.

The Manager, the Custodian, the Investment Adviser, the Sharia Adviser, the Master Distribution Co-ordinator are entitled to be reimbursed their out of pocket expenses properly incurred in the performance of their respective duties. The out of pocket expenses of the Manager include, without limitation, costs associated with compliance with anti-money laundering legislation.

#### **Other fees and expenses**

The Company shall bear all other expenses including, without limitation, costs and expenses of legal advisers, auditors, listing expenses, consulting, banking, money transmission costs, brokers, registration, publication and distribution of reports, accounts and similar documents. Costs specific to a Cell are paid by the relevant Cell.

To the extent that costs of the Cells cannot be easily attributed to a Cell they will be apportioned pro rata to all the Cells on the basis of their relative Net Asset Value or in such manner as the Manager deems fair and reasonable (after consultation with the Custodian).

All fees and expenses will be payable at cost.

## **GENERAL INFORMATION**

### **Incorporation**

The Company was incorporated in Guernsey under the provisions of the Companies Law as a limited liability company (Registered No. 51802) on the 23 April 2010 as a protected cell company. The life of the Company is unlimited.

The Company is not and has not since incorporation been engaged in any legal or arbitration proceedings and, so far as the Directors are aware, no such proceedings or claims are pending or threatened by or against the Company which may have or have had a significant effect on the Company's financial position.

### **Issue of Shares**

Pursuant to a resolution of the Company dated 23 June 2010, the Directors were given an unlimited authority to issue shares in the Company at any time; provided that to the extent that the authority of the Directors is at any time limited by the Companies Law, the maximum amount of shares which may be issued by the Directors is 500 million. The authority of the Directors to issue such number of shares will remain in force for a period of five years from the date of the resolution but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Companies Law, provided always that the Company may, before the authority expires, make an offer or agreement which would or might require shares to be issued or rights to be granted after such authority.

All issued shares are in registered form.

## **Management Shares**

The one Management Share in issue is owned by the Manager. Assets not attributable to any particular Cell will constitute the core assets of the Company for the purposes of the Companies Law and in a winding up the surplus of any such assets will be distributed to the Management Shareholder or among the holders of Management Shares pro rata to their respective holdings.

The Management Shares are not redeemable and do not carry any right to vote or to dividends (except in relation to voting in respect of a voluntary winding-up of the Company or unless there are no Shares or S Shares then in issue).

## **Shares**

Shares may be issued at such Initial Offer Price (excluding any Subscription Charge) per Share, as the Directors may from time to time resolve during the Initial Offer Period.

Following the Initial Offer Period, Shares may be issued as Shares in a Class of a Cell at the Subscription Price (excluding any Subscription Charge) based on the prevailing Net Asset Value per Share determined by Directors from time to time.

The Shares carry the right to any dividends determined by the Directors. Each holder of Shares is entitled to attend and vote at any general meeting. Assets attributable to any Cell will constitute the cellular assets of such Cell for the purposes of the Companies Law. In a winding up the cellular assets available for distribution shall be distributed among holders of Shares of each Cell in question pro-rata to their respective holdings in such Cell. A fraction of a Share in a Cell will rank pari passu and proportionately with a whole Share in that Cell.

## **S Shares**

No dividends shall be paid in relation to the S Shares, however, S Shares will carry the right to receive all net income and net disposal proceeds in relation to the Illiquid Investments to which they relate. Holders of S Shares shall be entitled to receive notice of, attend and vote at general meetings of the Company. S Shares will not be redeemable at the option of the holder. A holder entitled to S Shares may redeem his Shares but will retain his entitlement to the S Shares until the Illiquid Investments to which they relate are realised (or considered by the Directors to have become liquid).

### **Unclaimed dividends and untraced shareholders**

- (a) Any dividend which has remained unclaimed for 10 years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.
- (b) All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. No dividends shall bear interest against the Company. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.
- (c) The Company may sell a share of a shareholder at the best price reasonably obtainable if during the period of 12 years before the date of publication referred to immediately below, at least three cash dividends have become payable in respect of the share and during this period no cheque has been presented by the holder or other payment permitted pursuant to the Articles has been claimed and no communication has been received by the holder. On expiry of such 12 year period, the Company must give notice of its intention to sell the share by advertisement in a United Kingdom national newspaper, in a daily newspaper circulating widely in each of Guernsey and Jersey and in a newspaper circulating in the area of the last known address of the holder. Further, the Company may only sell such share if it has not received communication from the shareholder within three months of publication of the advertisements referred to above.

### **Right to purchase own shares**

- (a) The Company may, pursuant to the Articles, acquire any of its own shares whether or not they are redeemable.
- (b) The Company and any of its subsidiaries may give financial assistance directly or indirectly for the purpose of or in connection with the acquisition of its shares or in connection with reducing or discharging any liability incurred in connection with the purchase of shares in the Company.

### **Winding up procedure**

The Company may be wound up when a special resolution is passed by the Company. Further, when the authorisation of the Company as an authorised collective investment scheme is revoked, the Directors shall convene an extraordinary general meeting of the

#VPC:TGR.247174#

1063944/0001/G9034056v2

Company for a date not later than one month after the revocation for the purpose of consideration a resolution to wind up the Company.

The Company will be wound up in accordance with the Articles and any applicable Guernsey laws and regulations.

As soon as practicable after the Company falls to be wound up, a liquidator will realise the property of the Company and, after payment of all liabilities and costs, distribute the proceeds of the realisation to the shareholders and in proportion to their respective interests in accordance with the Articles.

**Voting rights (including proxies)**

Notice of meetings will be sent to all shareholders of the Company entitled to attend and/or at the discretion of the Directors will be published on the Company's website as may be advised from time to time.

At any meeting of shareholders of the Company, resolutions may be passed by a show of hands at the meeting unless a poll is required. A poll of shareholders may be demanded by the chairman of the meeting, or at least two shareholders having the right to vote on the resolution, or a shareholder or shareholders representing not less than one-tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

Only Shareholders or the holders of S Shares or their proxies may vote at general meetings of the Company. The Management Shares do not carry any right to vote (except in relation to a resolution to voluntarily wind up the Company or unless there are no Shares or S Shares then in issue).

The shareholders representing not less than one-tenth of the voting shares of the Company in issue may, in writing, request the Directors to convene a meeting. The quorum for a general meeting for the purpose of passing resolutions shall be one shareholder entitled to vote present in person or by proxy.

A meeting duly convened and held in accordance with the provisions set out in the Articles (and subject to the Rules) shall be competent by special resolution:

- (a) to sanction any modification, alteration or addition to the provisions of the Articles;

- (b) to approve any departure by the Manager from any investment policy a statement of which has been included in this Offering Memorandum;
- (c) to remove the Manager;
- (d) to remove the Custodian;
- (e) to approve an arrangement for the reconstruction or amalgamation of the Company with another body or scheme whether or not that other scheme is a collective investment scheme; or
- (f) to increase the maximum of the management fee provided that sufficient notice is given to holders so that they may redeem their shares prior to the increase coming into effect.

### **Treatment of Illiquid Investments**

In seeking to achieve each Cell's investment objectives, it is possible that investments in certain underlying assets acquired by a Cell may become and remain illiquid for an extended period. Such investments inevitably pose valuation problems for the period during which they are illiquid and it may not be possible to attribute a fair value to them.

Special arrangements have therefore been incorporated in the structure of the Company to protect the interests of all shareholders if such circumstances arise. Where an investment becomes an Illiquid Investment, it will be transferred into a special share account. Upon the designation of such Illiquid Investments, S Shares will be issued to each Shareholder who holds Shares in the relevant Cell *pro rata* to the number of Shares held. Such investments represented by S Shares will not be included in subsequent calculations of the Net Asset Value of Shares in each Cell or a Class of a Cell. The valuation ascribed to any assets represented by S Shares will be the last reported or estimated valuation. The net asset value of each class of S Shares will be calculated and published each month. Management and other service provider fees (including transaction fees) will continue to be charged on a side pocket as part of the relevant Cell but will be calculated by reference to the period during which the asset is side pocketed. The fees payable to the service providers in relation to custody and administration of side pocketed assets may also be subject to minima and any differences will be settled by the side pocket following the realisation of assets. These fees will be incorporated into the valuation only when they crystallize on the receipt of cash proceeds from the disposal of investments. An assessment of anticipated legal and professional fees and other out-of-pocket expenses associated with the creation and ongoing



maintenance of any side pocket will be made when an asset is side pocketed. To facilitate payment of the above fees and expenses, a cash amount will be transferred with the assets transferred to the side pocket and allocated to the corresponding class of S Shares. The valuation will reflect any accounts over-accrued that are written back or, on the realisation of cash, amounts that have been under-accrued that are to be recovered.

Shareholders in the Cell at the time any investment is deemed an Illiquid Investment will have a proportionate interest in that investment via their holding in S Shares even if they subsequently redeem their Shares. The holders of Shares issued after the date any investment is deemed an Illiquid Investment and transferred into S Shares will have no right to participate in any return from such investment. There may be more than one class of S Share, depending upon the time of any underlying assets becoming Illiquid Investment.

Shareholders at the date of issue of S Shares will have a right to any net proceeds of realisation or income received from the Illiquid Investment concerned.

S Shares will not be redeemable at the option of the Shareholder. A Shareholder entitled to S Shares may redeem his Shares but will retain his entitlement to the S Shares until the relevant investment ceases to be an Illiquid Investment. Where an investment ceases to be an Illiquid Investment, Shareholders of S Shares will have their S Shares converted into an equivalent value of Shares, depending upon the currency class of their original investment in Shares at the time of issue of the S Shares. Where new Shares are issued to Shareholders who, at the time of such issue, do not hold any Shares, their new Shares will be redeemed on the next following Dealing Day at the Redemption Price per Share calculated on that Dealing Day in accordance with the Articles.

### **Articles of Incorporation**

The following is a summary of certain of the provisions of the Articles.

#### **(a) Variation of rights and alteration of capital**

- (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue) may, whether or not the Company is being wound up, only be varied with the consent in writing of the holders of a majority of the issued shares of that class or with the sanction of an ordinary resolution passed at a separate general meeting of the holders of the shares of that class.

- (ii) The special rights conferred upon the holder of shares shall (unless otherwise expressly provided by the conditions of issue of shares) be deemed not to be varied or abrogated by the creation or issue of further shares raking pari passu therewith (save as to the date from which such new shares rank for dividend).
- (iii) The Company may by ordinary resolution:
  - (A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (B) subdivide all or any of its shares into a larger number of shares than the existing number of shares;
  - (C) cancel any shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the number of shares so cancelled;
  - (D) convert the currency of shares into another currency; and
  - (E) denominate or redenominated the currency of the share capital.

**(b) Issue and Transfer of Shares**

- (i) Unless otherwise stated in this Offering Memorandum, the Directors may issue shares on such terms and to such persons as they think fit.
- (ii) Subject to the provisions of the Companies Law and without prejudice to any special rights for the time being conferred on the existing holders of any shares or class of shares any share in the Company may be issued with such rights or restrictions as the Directors may determine.
- (iii) Subject to the restrictions below, any shareholder may transfer in writing all or any of his Shares in any form, which the Directors may accept in their discretion.
- (iv) The Directors may in their discretion and without assigning any reason decline to register any transfer of shares (not being fully paid shares). The Shares, among other things, may not be offered, sold, transferred, acquired or delivered, directly or indirectly, in the United States of America or any of its territories, possessions or areas subject to its

#VPC:TGR.247174#

1063944/0001/G9034056v2

jurisdiction or to, or for the account of, a Non Qualified Person which definition includes a U.S. Person.

- (v) The Directors may also refuse to register any transfer of a share on which the Company has a lien, if the transferee is a person upon which a compulsory redemption notice may be served or unless the instrument of transfer is:
  - (A) lodged at the registered office of the Company or at such other place as the Directors may from time to time appoint and is accompanied by the certificate (if issued) for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
  - (B) in respect of only one class of shares;
  - (C) in favour of not more than four transferees; and
  - (D) to a person who is not under the age of 18.
- (vi) If the Directors refuse to register a transfer of a share they shall, within two months after the date on which the instrument of transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.
- (vii) The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may determine.

*Although not provided for in the Articles, any such determination by the Directors will be subject to such restrictions (if any) as may be imposed by the Listing Rules of TISE.*

- (viii) There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares, such fee as the Directors may from time to time require or prescribe.

**(c) Compulsory Redemptions**

If it shall come to the notice of the Directors that Shares are or may be held directly, indirectly or beneficially by any person:

- (i) who is a U.S. Person; or
- (ii) who is in breach of any of the laws or regulations of any jurisdiction or regulatory authority by virtue of his holding of Shares; or
- (iii) whose ownership of Shares may in the opinion of the Directors or the Manager subject the Company or its shareholders to adverse legal, tax or regulatory consequences or other fiscal or pecuniary or material administrative disadvantage; or
- (iv) who is within a class of persons identified in this offering memorandum as being ineligible; or
- (v) who is a minor (under age 18) where such minor's interest is not held in the name of an account maintained for a person or persons over the age of 18

(each a "**Non-Qualified Person**").

If within 30 days after the receipt of a notice it has not been complied with, the Directors may deem that the redemption of the relevant shares has been requested by the person and the shares shall be redeemed in accordance with the Articles.

All rights of a holder who has been served a compulsory redemption notice will be suspended from the close of business on the day the notice is served except as is necessary to effect a redemption or transfer.

**(d) Directors**

- (i) Unless otherwise determined by ordinary resolution, the number of Directors shall be not less than one.
- (ii) No share qualification for Directors is required.

- (iii) The Directors shall have power at any time, and from time to time, without sanction of the Company in general meeting, to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.
- (iv) The Company may by ordinary resolution appoint and remove any person as a Director.
- (v) A Director may retire from office as a Director by giving notice in writing to that effect to the Company.
- (vi) There is no fixed retirement age for the Directors and there is no provision for the retirement of Directors by rotation.
- (vii) The office of a Director shall be vacated if:
  - (A) he ceases to be a Director by virtue of any provision of, or he ceases to be eligible to be a director in accordance with the Companies Law; or
  - (B) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (C) he dies; or
  - (D) he resigns his office by notice to the Company; or
  - (E) he becomes of unsound mind or incapable or an order is made by a court having jurisdiction in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs; or
  - (F) he is given notice by all other Directors and he is given notice to vacate office; or
  - (G) he is absent from meetings of the Directors for four successive meetings without leave expressed by a resolution of the Directors and the Directors resolve that his office be vacated; or

- (H) the Company so resolves by ordinary resolution; or
  - (I) he becomes resident for tax purposes in the United Kingdom and, as a result, a majority of the Directors are resident for tax purposes in the United Kingdom.
- (viii) The Directors shall be entitled to such remuneration as set out in this Offering Memorandum or as the Company may by ordinary resolution determine.
- (ix) The Directors shall be entitled to be repaid by the Company all out of pocket expenses properly incurred by them or with a view to performance of their duties or in connection with their attendance at meetings of the Directors or of committees of the Directors or general meetings or separate meetings of the holders of any class of shares or otherwise in discharge of their duties.
- (x) Provided that he has disclosed to the Directors the nature and extent of any of his interest in accordance with the Companies Law, a Director notwithstanding his office may be a party to, or otherwise interested in, any transaction or arrangement with the Company and shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such transaction or arrangement. No such transaction or arrangement shall be liable to be avoided on the ground of any such interest. A general disclosure given to the Directors to the effect that a Director is to be regarded as having an interest (as director, officer, employee, member or otherwise), including the monetary value of the director's interest is quantifiable, the nature and monetary value of that interest and if not quantifiable the nature and extent of that interest, in a party is to be regarded as interested in any transaction which after the date of disclosure be entered into with that party, shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.
- (xi) A Director may vote in respect of any transaction or arrangement or any other proposal whatsoever in which he has any interest which he has disclosed and may be counted in the quorum at the meeting at which such matter is voted.

(xii) Where proposals are under consideration concerning the appointment of two or more Directors there shall be no requirement for the resolutions to be considered separately.

**(e) Borrowing Powers**

The Articles contain a restriction on the amount and purpose of borrowings (but not type) by the Company in relation to a Cell to the effect that the Company shall not borrow in excess of any limit or for any other purpose than is stated in the Offering Memorandum. For restrictions on borrowing powers of each Cell please refer to Schedule 2.

**(f) Indemnity**

Every present or former officer of the Company may (to the extent permissible under the Companies Law) be fully indemnified out of the assets and profits of the Company against all actions, expenses and liabilities which he may incur except through his own wilful act, neglect or default.

**(g) Notices**

The Company may give notice to a member by the following means:

- (i) personally;
- (ii) by post in a prepaid envelope to his registered address or leaving it at that address;
- (iii) transmitting it by facsimile to the number last notified by the member; or
- (iv) sending it by electronic means to the electronic address advised to the Company or by means of website.

**(h) Suspension of dealings**

The Directors may declare suspension of valuations and dealings in Shares in the Company or in any particular Cell if in the opinion of the Directors such suspension is justified having regard to the interests of the shareholders of the Company.

**(i) General**

- (i) Save as otherwise disclosed herein, no share or loan capital of the Company is under option or agreed, conditionally or unconditionally, to be put under option.
- (ii) There are no provisions of Guernsey law, which confer pre-emption rights on existing shareholders on the allotment of equity securities for cash.
- (iii) None of the Directors nor any member of their respective immediate families has any interest in the share or loan capital of the Company the existence of which is known to, or could with reasonable diligence, be ascertained by, the relevant Director. In the future, other Directors of the Company may become interested directly or indirectly in the share capital of the Company.
- (iv) None of the Directors has a service contract with the Company and no such contract is proposed.
- (v) No loan or guarantee has been granted or provided by the Company to or for the benefit of any Director.
- (vi) Save as otherwise disclosed herein, none of the Directors nor any member of their respective immediate families has or has had any interest in any transaction or transactions which are or were unusual in their nature or conditions or significant to the business of the Company and which were effected by the Company since its incorporation.

**Inspection of the Company's register of shareholders**

The register of shareholders of the Company may be inspected at the registered office of the Company during usual business hours on each Business Day.

**Documents available for inspection**

Copies of the following documents may be inspected free of charge or purchased for a reasonable fee at the registered offices of the Company, the Manager and the Custodian during usual business hours on each Business Day:

- (a) the memorandum and articles of incorporation of the Company;

#VPC:TGR.247174#

1063944/0001/G9034056v2



- (b) the material agreements referred to below and in the Supplements and any amendments thereto;
- (c) this Offering Memorandum and the Supplements;
- (d) the Companies Law;
- (e) the Rules; and
- (f) the most recent audited accounts and the financial and annual reports of the Company.

## **MATERIAL AGREEMENTS**

### (a) **Management Agreement**

Pursuant to the management agreement dated 18 April 2014 between the Company (on its own behalf and on behalf of each of the Cells) and the Manager (the “**Management Agreement**”), the Company appointed the Manager to act as manager of the assets of the Company and of each Cell, as amended from time to time. Save as otherwise provided in the Management Agreement, the Management Agreement exempts the Manager (including its respective officers and employees) from liability not due to its fraud, dishonesty, wilful default or negligence and provides the Manager (including its respective officers and employees) with an indemnity (in the absence of its fraud, dishonesty, wilful default or negligence) in respect of losses, damages or expenses it may incur in the good faith performance of its duties. The Management Agreement may be terminated, *inter alia*, by either the Manager or the Company giving not less than six months’ notice in writing to the other provided a suitably qualified replacement has been appointed.

### (b) **Custodian Agreement**

Pursuant to the custodian agreement dated 2 July 2010 between the Company (on its own behalf and on behalf of each of the Cells), MitonOptimal Portfolio Management (CI) Limited, (“**MitonOptimal**”) and the Custodian, as novated by an agreement effective 18 April 2014 made between the same parties together with the Manager and as further amended by supplemental agreement effective 31 May 2014 (the “**Custodian Agreement**”), the Custodian was appointed as custodian of the assets of the Company and of

each Cell. Save as otherwise provided in the Custodian Agreement, the Custodian Agreement exempts the Custodian from liability not due to its fraud, wilful default or negligence and provides the Custodian with an indemnity (in the absence of its bad faith, fraud, wilful default or negligence) in respect of losses, damages or expenses it may incur in the performance of its duties. In addition, the Custodian will not be obligated to accept on behalf of the Company or any Cells, securities which in the reasonable opinion of the Custodian are not in good deliverable form. The Custodian will not be liable for any consequential, special, indirect or speculative losses or damages or in the event of a force majeure event. The Custodian Agreement may be terminated by, *inter alia*, not less than three months' notice in writing given by the Company to the Custodian or by the Custodian to the Company and the Manager provided that a suitably qualified replacement has been appointed.

(c) **Registrar Agreement**

Pursuant to the registrar and transfer agent agreement dated 31 May 2014 between the Company (on its own behalf and on behalf of each of the Cells), the Custodian and the Manager (the "**Registrar Agreement**"), the Manager has been appointed to act as registrar and transfer agent of the Company and of each Cell. Save as otherwise provided in the Registrar Agreement, the Registrar Agreement exempts the Manager from liability not due to its fraud, wilful misconduct, or negligence and provides the Manager with an indemnity (in the absence of its fraud, wilful misconduct or negligence) in respect of losses, damages or expenses it may incur in the performance of its duties. The Registrar Agreement is terminable, *inter alia*, by any party giving to the others six months' notice in writing and will also terminate immediately upon termination of the Management Agreement.

(d) **Master Distribution Co-ordination Agreement**

Pursuant to the Master Distribution Co-ordination Agreement dated 31 May 2014 between the Company (on its own behalf and on behalf of each of the Cells), the Manager and the Master Distribution Co-ordinator (the "**Master Distribution Co-ordination Agreement**"), the Master Distribution Co-ordinator has been appointed to promote and distribute the Shares, engage third parties to assist with distribution and promotion of the Shares, to co-

ordinate the marketing support functions for the Company and to act as the liaison for the dissemination of information between the Manager (and its investment advisers), the Company and authorised distributors. Save as otherwise provided in the Master Distribution Co-ordination Agreement, the Master Distribution Co-ordination Agreement exempts the Master Distribution Co-ordinator from any liability to the Manager or the Company not due to its negligence, wilful misconduct or fraud and provides the Master Distribution Co-ordinator with an indemnity (in the absence of its negligence, wilful misconduct or fraud) in respect of losses, damages or expenses it may incur in the performance of its duties. The Master Distribution Co-ordination Agreement is terminable, *inter alia*, by either party giving three months' notice in writing.

(e) **Sharia Consultancy Agreement**

Pursuant to the Consultancy Agreement Letter dated 29 November 2017 between the Company and the Sharia Adviser (the “**Sharia Consultancy Agreement**”), the Sharia Adviser has been appointed to provide on-going Sharia advisory and support for the two Cells, undertake an annual Sharia compliance audit review of the two Cells to ensure their compliance and produce the Sharia compliance report/certificate when the annual audit review has been concluded. Pursuant to the Sharia Consultancy Agreement, except to the extent that it arises out of or is contributed to by the negligence, wilful default or fraud by the Sharia Adviser or any of its directors, consultants or employees, the Company agrees to indemnify the Sharia Adviser against all direct losses which arise out of any action properly taken by it in accordance with the Sharia Consultancy Agreement or in consequence of any breach of the Sharia Consultancy Agreement by the Company. The Sharia Consultancy Agreement is terminable, *inter alia*, by any party giving to the others three months' advance notice in writing.

(f) **Sponsor Agreement**

Pursuant to the sponsor agreement dated 31 May 2014 between the Company (on its own behalf and on behalf of the Cells) and the Manager (the “**Sponsor Agreement**”), the Manager has been appointed to act as sponsor in connection with the listing of the shares of the Company on TISE. Save as otherwise provided in the Sponsor Agreement, the Sponsor Agreement

exempts the Manager from liability not due to its fraud, negligence, bad faith, breach of obligation under the Agreement, wilful default or breach of representation, warranty or acknowledgment in the Agreement, and provides the Manager with an indemnity (in the absence of its fraud, bad faith, negligence, breach of obligation under the Agreement or wilful default) in respect of losses, damages or expenses it may incur in the performance of its duties. The Sponsor Agreement is terminable, *inter alia*, by any party giving to the other party three months' notice in writing.

## **SCHEDULE 1**

### **Cells**

WSF Global Equity Fund (previously Reliance Global Shariah Growth Fund) (See Supplement 1)

WSF Asian Pacific Fund (previously Asian Pacific Shariah Growth Fund) (See Supplement 2)

## SCHEDULE 2

### Investment Restrictions and Borrowing Policy

#### Article 1

- (1) Each Cell may only invest in:
- (a) Shariah-compliant transferable securities and Islamic money market instruments admitted to or dealt in on a regulated market;
  - (b) Shariah-compliant transferable securities and Islamic money market instruments dealt in on another market in a Member State of the European Union which is regulated, operates regularly and is recognised and open to the public;
  - (c) Shariah-compliant transferable securities and Islamic money market instruments admitted to official listing on a stock exchange in a non-Member State of the European Union or dealt in on another market in a non-Member State of the European Union which is regulated, operated regularly and is recognised and open to the public provided that the choice of the stock exchange or market has been provided for in this Offering Memorandum;
  - (d) recently issued Shariah-compliant transferable securities and Islamic money market instruments provided that:
    - (i) the terms of issue include an undertaking that application will be made for admission to official listing on a stock exchange or to another regulated market which operates regularly and is recognised and open to the public, provided that the choice of the stock exchange or the market has been provided for in this Offering Memorandum;
    - (ii) such admission is secured within one year of issue;
  - (e) units of UCITS authorised according to Directive 85/611/EEC and/or other UCIs within the meaning of the first and second indent of Article 1, paragraph (2) of Directive 85/611/EEC, whether situated in a Member State of the European Union or not, provided that:
    - (i) such other UCIs are authorised under laws which provide that they are subject to supervision considered by the CSSF to be equivalent to that

- laid down in EU law, and that cooperation between authorities is sufficiently ensured;
- (ii) the level of protection for unitholders in such other UCIs is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending and uncovered sales of Shariah-compliant transferable securities and Islamic money market instruments are equivalent to the requirements of Directive 85/611/EEC;
  - (iii) the business of such other UCIs is reported in half-yearly and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period; and
  - (iv) no more than 10 per cent. of the assets of the UCITS or other UCIs, whose acquisition is contemplated, can, according to their constitutional documents, in aggregate be invested in units of other UCITS or other UCIs;
- (f) Shariah-compliant deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a Member State of the European Union or, if the registered office of the credit institution is situated in a non-Member State, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law;
- (g) Shariah-compliant derivative instruments, including equivalent cash-settled instruments, dealt in on a regulated market referred to in sub-paragraphs (a), (b) and (c) above, and/or Shariah-compliant derivative instruments dealt in over-the-counter (“**OTC Shariah-compliant derivatives**”), provided that:
- (i) the underlying consists of instruments covered by sub-paragraphs (a) to (h), financial Islamic indices, profit rates, foreign exchange rates or currencies, in which each Cell may invest according to its investment objectives as stated in this Offering Memorandum;
  - (ii) the counterparties to OTC Shariah-compliant derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the CSSF, and

- (iii) the OTC Shariah-compliant derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair market value at the Cell's initiative.
  
- (h) Islamic money market instruments other than those dealt in on a regulated market, if the issue or issuer of such instruments are themselves regulated for the purpose of protecting investors and savings, and provided that they are:
  - (i) issued or guaranteed by a central, regional or local authority, a central bank of a Member State, the European Central Bank, the European Union or the European Investment Bank, a non-Member 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 one or more Member States belong; or
  - (ii) issued by an undertaking any securities of which are dealt in on regulated markets referred to in sub-paragraphs (a), (b) or (c) above; or
  - (iii) issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by Community law or by an establishment which is subject to and complies with prudential rules considered by the CSSF to be at least as stringent as those laid down by EU law; or
  - (iv) issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in subparagraphs (i), (ii) and (iii) and provided that the issuer is a company whose capital and reserves amount at least to ten million euros and which presents and publishes its annual accounts in accordance with fourth Directive 78/660/EEC, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.



- (2) However, each Cell:
- (a) may invest not more than 10 per cent. of its assets in Shariah-compliant transferable securities and Islamic money market instruments other than those referred to in paragraph (1);
  - (b) may acquire movable and immovable property which is essential for the direct pursuit of its business; and
  - (c) may not acquire either precious metals or certificates representing them.
- (3) Each Cell may not hold liquid assets, including bank Shariah-compliant deposits, on an ancillary basis.

#### *Article 2*

- (1) Each Cell shall ensure that its global exposure relating to Shariah-compliant derivative instruments does not exceed the total Net Asset Value of its portfolio.
- (2) The risk exposure referred to in the paragraph immediately above is calculated taking into account the current value of underlying assets, the counterparty risk, future market movements and time available to liquidate the positions. These principles shall also apply to the following sub-paragraphs.
- (3) Each Cell may invest, as a part of the investment policy and within the limits set out in Article 3, sub-paragraph 5, in Shariah-compliant derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in Article 3. When a Cell invests in index-based Shariah-compliant derivative instruments, these instruments do not have to be combined with the limits set out in Article 3.

#### *Article 3*

- (1) Each Cell may invest no more than 10 per cent. of its assets in Shariah-compliant transferable securities or Islamic money market instruments issued by the same body. Each Cell may not invest more than 20 per cent. of its assets in Shariah-compliant deposits made with the same body. The risk exposure to a counterparty of a Cell in an OTC Shariah-compliant derivative transaction may not exceed 10 per cent. of its assets when the counterparty is a credit institution referred to in Article 1 sub-paragraph (1)(f), or five per cent. of its assets in the other cases.

- (2) The total value of the Shariah-compliant transferable securities and Islamic money market instruments held by each Cell in the issuing bodies in each of which it invests more than five per cent. of its assets must not exceed 40 per cent. of the value of its assets. This limitation does not apply to Shariah-compliant deposits and OTC Shariah-compliant derivative transactions made with financial institutions subject to prudential supervision.

Notwithstanding the individual limits laid down in Article 3 sub-paragraph 1, each Cell may not combine:

- (a) investments in Shariah-compliant transferable securities or Islamic money market instruments issued by a single body;
- (b) Shariah-compliant deposits made with a single body, and/or
- (c) exposures arising from OTC Shariah-compliant derivatives transactions undertaken with a single body,

in excess of 20 per cent. of its assets.

- (3) The limit laid down in the first sentence of Article 3 sub-paragraph 1 may be of a maximum of 35 per cent. if the Shariah-compliant transferable securities or Islamic money market instruments are issued or guaranteed by a Member State of the European Union, by its local authorities, by a non-Member State or by public international bodies to which one or more Member States are members.
- (4) The limit laid down in the first sentence Article 3 subparagraph 1 may be of a maximum of 25 per cent. for certain Sukuk when they are issued by a credit institution which has its registered office in a Member State of the European Union and is subject by law, to special public supervision designed to protect bondholders. In particular, sums deriving from the issue of these Sukuk must be invested in conformity with the law in assets which, during the whole period of validity of the Sukuk, are capable of covering claims attaching to the Sukuk and which, in the event of bankruptcy of the issuer, would be used on a priority basis for the repayment of the principal and payment of the accrued interest.

If a Cell invests more than five per cent. of its assets in the Sukuk referred to in Article 3 subparagraph 1 and issued by one issuer, the total value of such investments may not exceed 80 per cent. of the value of such Cell's assets.

- (5) The Shariah-compliant transferable securities and Islamic money market instruments referred to in Article 3 sub-paragraphs (3) and (4) shall not be taken into account for the purpose of applying the limit of 40 per cent. referred to in Article 3 sub-paragraph (2).

The limits set out in Article 3 subparagraphs (1), (2), (3) and (4) may not be combined, and thus investments in Shariah-compliant transferable securities or Islamic money market instruments issued by the same body, in Shariah-compliant deposits or Shariah-compliant derivative instruments made with this body carried out in accordance with Article 3 sub-paragraphs (1), (2), (3) and (4) may not exceed a total of 35 per cent. of the assets of the relevant Cell.

Companies which are included in the same group for the purposes of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with recognised international accounting rules are regarded as a single body for the purpose of calculating the limits contained in the present Article.

A Cell may cumulatively invest up to 20 per cent. of its assets in Shariah-compliant transferable securities and Islamic money market instruments within the same group.

#### *Article 4*

- (1) Without prejudice to the limits set out in Article 7, the limits set out in Article 3 are raised to maximum 20 per cent. for investment in shares and/or Sukuk issued by the same body when the aim of the Cell's investment policy is to replicate the composition of a certain stock or Sukuk index which is recognised by the CSSF, on the following basis:
- (a) the composition of the index is sufficiently diversified;
  - (b) the index represents an adequate benchmark for the market to which it refers;
  - (c) it is published in an appropriate manner.
- (2) The limit set out in Article 4 sub-paragraph 1 is raised to 35 per cent. where that proves to be justified by exceptional market conditions, in particular in regulated markets where certain Shariah-compliant transferable securities or Islamic money market instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.

#### *Article 5*

- (1) Notwithstanding Article 3, each Cell may invest in accordance with the principle of risk-spreading up to 100 per cent. of its assets in different Shariah-compliant transferable securities and Islamic money market instruments issued or guaranteed by any Member State of the European Union, its local authorities, another member state of the OECD or public international bodies of which one or more Member States of the EU are members, provided that the relevant Cell ensures the required legal protection for its investors complying with the limits laid down in Articles 3 and 4. It shall hold securities from at least six different issues, but securities from any one issue may not account for more than 30 per cent. of the total amount.

#### *Article 6*

- (1) A Cell may acquire the units of UCITS and/or other UCIs referred to in Article 1 subparagraph (1)(e) provided that, unless otherwise determined for a given Cell, no more than 10 per cent. of such Cell's assets can in aggregate be invested in units of other UCI or UCITS.
- (2) The investment policy of a Cell may derogate from the preceding paragraph provided that in such event, no more than 20 per cent. of such Cell's assets are invested in a single UCITS or other UCI.

For the purposes of the application of this investment limit, each compartment of a UCI with multiple compartments shall be considered as a separate entity, provided that the principle of segregation of the obligations of the different compartments is ensured in relation to third parties.

Investments made in units of UCIs other than UCITS may not in aggregate exceed 30 per cent. of the assets of the relevant Cell.

- (3) When a Cell invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same management company or by any other company with which the management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription or redemption fees on account of each Cell's investment in the units of such other UCITS and/or other UCIs.

*Article 7*

- (1) Each Cell, together for all undertakings for collective investment under its management, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.
- (2) Moreover, each Cell may acquire no more than:
  - (a) 10 per cent. of the non-voting shares of the same issuer;
  - (b) 10 per cent. of the debt securities of the same issuer;
  - (c) 25 per cent. of the units of the same UCITS and/or other UCI;
  - (d) 10 per cent. of the Islamic money market instruments of any single issuer.

The limits laid down in (b), (c) and (d) may be disregarded at the time of acquisition if at that time the gross amount of debt securities or of the Islamic money market instruments or the net amount of the instruments in issue cannot be calculated.

- (3) Article 7 sub-paragraphs (1) and (2) are waived as regards:
  - (a) Shariah-compliant transferable securities and Islamic money market instruments issued or guaranteed by a Member State of the European Union or its local authorities;
  - (b) Shariah-compliant transferable securities and Islamic money market instruments issued or guaranteed by a non-Member State of the European Union;
  - (c) Shariah-compliant transferable securities and Islamic money market instruments issued by public international bodies of which one or more Member States of the European Union are members;
  - (d) shares held by the Cell in the capital of a company incorporated in a non-Member State of the European Union which invests its assets mainly in the securities of issuing bodies having their registered office in that State, where under the legislation of that State, such a holding represents the only way in which the Cell can invest in the securities of issuing bodies of that State. This derogation, however, shall apply only if in its investment policy the company from the non-Member State of the European Union complies with the limits

laid down in Articles 3, 6 and 7 sub-paragraphs (1) and (2). Where the limits set in articles 3 and 6 are exceeded, article 8 shall apply *mutatis mutandis*.

#### Article 8

- (1) Each Cell need not necessarily comply with the limits laid down in the present investment restrictions when exercising subscription rights attaching to Shariah-compliant transferable securities or Islamic money market instruments which form part of their assets.
- (2) If the limits referred to in Article 8 sub-paragraph 1 are exceeded for reasons beyond the control of the Cell or as a result of the exercise of subscription rights, it must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unit-holders.
- (3) To the extent that an issuer is a legal entity with multiple compartments where the assets of a compartment are exclusively reserved to the investors in such compartment and to those creditors whose claim has arisen in connection with the creation, operation or liquidation of that compartment, each compartment is to be considered as a separate issuer for the purpose of the application of the risk-spreading rules set out in Articles 3, 4 and 6.

#### Article 9

- (1) Each Cell may not borrow. However, each Cell may acquire foreign currency by means of a back-to-back loan.
- (2) By way of derogation from Article 9 sub-paragraph (1), each Cell may borrow the equivalent of:
  - (a) up to 10 per cent. of its assets provided that the borrowing is on a temporary basis; or
  - (b) up to 10 per cent. of its assets provided that the borrowing is to make possible the acquisition of immovable property essential for the direct pursuit of their business; in this case, these borrowings and those referred to in sub-paragraph (a) may not in any case in total exceed 15 per cent. of their assets.

#### Article 10

- (1) Each Cell may not, without prejudice to the application of Articles 1 and 2, grant

#VPC:TGR.247174#

1063944/0001/G9034056v2

loans or act as a guarantor on behalf of third parties.

- (2) Article 10, sub-paragraph 1 shall not prevent each Cell from acquiring Shariah-compliant transferable securities, Islamic money market instruments or other financial instruments referred to in Article 1 sub-paragraph (1)(e), (g) and (h) which are not fully paid.

#### *Article 11*

Each Cell may not carry out uncovered sales of Shariah-compliant transferable securities, Islamic money market instruments or other financial instruments referred to in Article 1 sub-paragraph (1)(e), (g) and (h).

#### *Article 12*

Derivatives may be used either for investment purposes or for the purpose of efficient portfolio management. In both cases, the objective pursued by the use of Shariah-compliant derivative instruments must respectively be provided for in the investment policy of every Cell concerned.

If used for investment purposes, Shariah-compliant derivative instruments must at all times comply with the requirements and limits determined by the applicable laws and regulations, additional investment restrictions hereto and the investment policy of the relevant Cell as set out in the relevant Supplement.

Each Cell may also seek to protect and enhance the asset value in view of an efficient portfolio management, through the use of techniques and instruments consistent with each Cell's investment objectives, notably by using Shariah-compliant derivatives like options, forward contracts and futures contracts. The use of such techniques and instruments shall at all times comply with the applicable laws and regulations of the relevant Guernsey and/or Luxembourg and/or international authorities in force from time to time, in particular with Institut Monétaire Luxembourgeois Circular 91/75 to the extent applicable (or any replacement circular). Such techniques and instruments shall be applied only for hedging purposes or in view of an enhancement of the investment strategy.

#### *Article 13*

Subject to the investment restrictions stated above, each Cell may invest in collective investment scheme managed by the Manager or its associates.

*Article 14*

Each Cell may only invest in the investment instruments stated in Articles 1 to 13 above which are in compliance with the Shariah Investment Guidelines for each Cell set out in the relevant Supplement.