

TRUE POTENTIAL OEIC 2
AN UMBRELLA-TYPE OPEN-ENDED INVESTMENT COMPANY

PROSPECTUS

**Prepared in accordance with the Collective Investment Schemes Sourcebook
valid as at and dated 8th March 2021**

True Potential Administration LLP
Authorised and Regulated by the Financial Conduct Authority

(A UCITS Scheme with FCA Product Reference Number: 659085)

PROSPECTUS
OF
TRUE POTENTIAL OEIC 2

This document constitutes the Prospectus for True Potential OEIC 2 (the **Company**) which has been prepared in accordance with the terms of the rules contained in the Collective Investment Schemes Sourcebook (the **FCA Rules**) published by the FCA as part of their Handbook of rules made under the Financial Services and Markets Act 2000 (the **Act**).

This Prospectus has been prepared solely for, and is being made available to investors for the purposes of evaluating an investment in Shares in the Sub-Funds. Investors should only consider investing in the Sub-Funds if they understand the risks involved including the risk of losing all capital invested.

All communications in relation to this Prospectus shall be in English.

The Prospectus is dated and is valid as at 8th March 2021.

Copies of this Prospectus have been sent to the FCA and the Depositary.

If you are in any doubt about the contents of this Prospectus you should consult your professional adviser.

The Prospectus is based on information, law and practice at the date hereof. The Company is not bound by any out of date prospectus when it has issued a new prospectus and potential investors should check that they have the most recently published prospectus.

True Potential Administration LLP, the ACD of the Company, is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained herein does not contain any untrue or misleading statement or omit any matters required by the FCA Rules to be included in it.

The Depositary is not a person responsible for the information contained in this Prospectus and accordingly does not accept any responsibility therefor under the FCA Rules or otherwise.

The shares have not been and will not be registered under the United States Securities Act of 1933, as amended. They may not be offered or sold in the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia or offered or sold to US Persons. The Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended. The ACD has not been registered under the United States Investment Advisers Act of 1940.

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1. Definitions

In this Prospectus the words and expressions set out below shall have the meanings set opposite them unless the context requires otherwise. Words and expressions contained in this Instrument but not defined herein shall have the same meanings as in the Act, the FCA Rules or the Instrument (as the case may be) unless the contrary is stated.

Accumulation Shares means shares (of whatever class) in a Sub-Fund as may be in issue from time to time in respect of which income allocated thereto is credited periodically to capital pursuant to the FCA Rules, net of any tax deducted or accounted for by the Company.

ACD means True Potential Administration LLP, or any successor Authorised Corporate Director of the Company from time to time.

Act means the Financial Services and Markets Act 2000 as may be amended or updated from time to time.

Approved Derivative means an approved derivative which is traded or dealt on an eligible derivatives market and any transaction in such a derivative must be effected on or under the rules of the market.

Approved Bank has the meaning defined in the FCA Rules, broadly an approved bank is the Bank of England or other OECD member state central bank, a bank with Part IV authorisation to accept deposits, a building society, or a bank supervised by the central bank or regulator in a member state of the OECD.

Auditor means Johnston Carmichael LLP, the auditor of the Company.

Business Day means a day (not being Saturday or Sunday or any bank holiday in England and Wales) on which banks are open for business in London.

Client Money means any money that a firm receives from or holds for, or on behalf of, a shareholder in the course of, or in connection with, its business unless otherwise specified.

Company means True Potential OEIC 2, a UK authorised investment company with variable capital.

Dealing Day means a Business Day which does not fall within a period of suspension of calculation of the net asset value per share of the relevant class or of the net asset value of the relevant Sub-Fund (unless stated otherwise in this Prospectus) and such other day as the ACD may, with the consent of the Depositary, decide from time to time.

Depositary means HSBC Bank plc, the depositary of the Company.

EEA means European Economic Area.

Efficient Portfolio Management means techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria:

- (a) they are economically appropriate in that they are realised in a cost-effective way; and
- (b) they are entered into for one or more of the following specific aims:
 - (i) reduction of risk;
 - (ii) reduction of cost; and/or
 - (iii) generation of additional capital or income for the scheme with a risk level which is consistent with the risk profile of the scheme and the risk diversification rules laid down in the FCA Rules.

EMT means the European MiFID Template.

FCA means the Financial Conduct Authority, or such successor regulatory authority as may be appointed from time to time, and (where applicable) its predecessors including the Financial Services Authority.

FCA Rules means the FCA's Handbook of Rules and Guidance (including the Collective Investment Schemes Sourcebook (**COLL**)).

ICVC means investment company with variable capital.

Income Shares means shares in a Sub-Fund as may be in issue from time to time in respect of which income allocated thereto is distributed periodically to the holders thereof pursuant to the FCA Rules net of any tax deducted or accounted for by the Company.

Instrument means the instrument of incorporation of the Company as amended from time to time.

Investment Manager means True Potential Investments LLP of Newburn House, Gateway West, Newcastle Upon Tyne NE15 8NX, or such successor Investment Manager(s) as may be appointed from time to time.

MiFID II means the Markets in Financial Instruments Directive, effective from 3 January 2018.

Net Asset Value or **NAV** means the value of the Scheme Property of the Company or of any Sub-Fund (as the context may require) less the liabilities of the Company (or the Sub-Fund concerned) as calculated in accordance with the Instrument.

OEIC Regulations means the Open-Ended Investment Companies Regulations 2001 as amended from time to time.

OTC derivative means over-the-counter derivative.

PRA means the Prudential Regulation Authority of 20 Moorgate, London, EC2R 6DA or such successor regulatory authority as may be appointed from time to time.

Regulations means the OEIC Regulations, the FCA Handbook (including the COLL Sourcebook) and the UCITS Directive.

Scheme Property means the property of the Company or a Sub-Fund (as appropriate) to be given to the Depositary for safe-keeping, as required by the FCA Regulations.

Share Class means a particular class of shares in the Company as described in Section 4.

Shareholder means a holder of shares in the Company or its Sub-Fund(s).

Sub-Fund means a sub-fund of the Company and as is more particularly detailed in Appendix 1.

SYSC means the Senior Management Arrangements, Systems and Controls Sourcebook of the FCA's Handbook of Rules and Guidance.

UCITS Directive means the Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No 2009/65/EC), as amended.

UCITS Legislation means together the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2015, Commission Delegated Regulation (EU) No. 2016/438 of 17.12.2015 supplementing Directive 2009/65/EC of the European Parliament and of the Council with regard to obligations of depositaries.

UCITS Scheme means a scheme constituted in accordance with the UCITS Directive (a European Directive relating to undertakings for collective investment in transferable securities which has been adopted in the UK).

US Person means US citizen (including dual citizen) or US resident alien for tax purposes, privately owned domestic corporation, domestic partnership, or a domestic trust or estate.

Valuation Point means the point on a Dealing Day whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the Company for the purpose of determining the price at which shares of a class may be issued, cancelled or redeemed. The current Valuation Point is 5.00 p.m. London time on each Dealing Day, with the exception of the last Business Day prior to any bank holiday in England and Wales where the valuation may be carried out at a time agreed in advance between the ACD and the Depositary.

Any reference in this Prospectus to any statute, statutory provision or regulation shall be construed as including a reference to any modification, amendment, extension, replacement or re-enactment thereof for the time being in force.

2. The Company

- 2.1 True Potential OEIC 2 is an umbrella investment company with variable capital incorporated in England and Wales, whose effective date of authorisation by the FCA was 4 February 2015. Its registration number is IC001026.

- 2.2 Approval by the FCA in this context refers only to approval under the OEIC Regulations 2001 (as amended) and does not in any way indicate or suggest endorsement or approval of the Sub-Funds as an investment.
- 2.3 The Company is an ICVC.
- 2.4 The Head Office of the Company is at Newburn House, Gateway West, Newburn Riverside, Newcastle Upon Tyne, NE15 8NX and is also the address of the place in the United Kingdom for service on the Company of notices or other documents required or authorised to be served on it.
- 2.5 The base currency of the Company is Pounds Sterling or such other currency or currencies as may be the lawful currency of the United Kingdom from time to time. The value of the Scheme Property attributable to prices of shares of and payments made in respect of each Sub-Fund shall be calculated or made in the base currency of the Company.
- 2.6 The maximum share capital of the Company is currently £10,000,000,000 and the minimum is £100. Shares in the Company have no par value and therefore the share capital of the Company at all times equals the Company's current Net Asset Value.
- 2.7 Information on the typical investor profile for each Sub-Fund is set out in Appendix 8.
- 2.8 Shareholders in the Company are not liable for the debts of the Company.
- 2.9 The Company has been established as a "UCITS Scheme".
- 2.10 FCA Product Reference Number: 659085

3. Company Structure

- 3.1 As explained above the Company is an umbrella scheme and is a UCITS Scheme.
- 3.2 The Company is structured as an umbrella in that Shares representing interests in different Sub-Fund(s) may be issued from time to time by the Depositary as instructed by the ACD.
- 3.3 Investment of the assets of the Sub-Fund(s) must comply with the COLL Sourcebook and the investment objective and policy of the particular Sub-Fund. Details of the Sub-Fund(s), including each Sub-Fund's investment objective and policy, are set out in Appendix 1.
- 3.4 The Sub-Fund(s) are segregated portfolios of assets and, accordingly, the assets of a Sub-Fund belong exclusively to that Sub-Fund and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the Company, or any other Sub-Fund, and shall not be available for any such purpose.
- 3.5 The eligible securities markets and eligible derivatives markets on which the Sub-Fund(s) may invest are set out in Appendix 4. A detailed statement of the general investment and borrowing restrictions in respect of the Sub-Fund(s) is set out in Appendix 2.

3.6 Details of the Sub-Fund(s) including their investment objectives and policies are set out in Appendix 1.

4. Shares

4.1 Shares will be issued in larger and smaller denominations. There are 1,000 smaller denomination shares to each larger denomination share. Smaller denomination shares represent what, in other terms, might be called fractions of a larger share and have proportionate rights.

4.2 The Share Classes presently available in the Sub-Fund(s) are set out in Appendix 1. Further Share Classes may be made available in due course, as the ACD may decide.

4.3 The minimum initial investment, subsequent investment and holding requirements for each Share Class is set out in Appendix 1. These limits may be waived at the discretion of the ACD.

4.4 All shares issued by the Sub-Fund(s) at present will be A Income Shares, A Accumulation Shares, B Income Shares or B Accumulation Shares.

5. Management and Administration

5.1 Authorised Corporate Director

5.1.1 The Authorised Corporate Director of the Company is True Potential Administration LLP which is a limited liability partnership registered in England and Wales under the Limited Liability Partnership Act 2000. The ACD was incorporated on 18 February 2019 (Registered No OC426081).

5.1.2 Registered Office and Head Office:

Newburn House, Gateway West, Newburn Riverside, Newcastle Upon Tyne, NE15 8NX Members Capital: £2million.

5.1.3 The main business activity of the ACD is acting as an authorised corporate director (authorised fund manager).

5.1.4 The ACD is responsible for managing and administering the Company's affairs in compliance with the FCA Rules.

5.1.5 As at the date of this Prospectus, the ACD acts as authorised fund manager or authorised corporate director of the FCA-authorized funds set out in Appendix 9.

5.1.6 In accordance with the FCA Rules, the ACD has delegated the provision of investment management services to True Potential Investments LLP as set out below.

5.1.7 The members of the ACD are listed in Appendix 7. None of the members of the ACD have any business interests which are of significance to the Company's business other than those interests connected with the business of the ACD.

5.1.8 The ACD's remuneration policy is designed to be compliant with the UCITS V Remuneration Code contained in SYSC 19E of the FCA Handbook,

and provides a framework to attract, retain and reward employees and partners and to maintain a sound risk management framework, with particular attention to conduct risk. The overall policy is designed to promote the long term success of the group. The policy is designed to reward partners, directors and employees for delivery of both financial and non-financial objectives which are set in line with company strategy.

Details of the ACD's remuneration policy are available on the ACD's website at <https://www.tpllp.com/fund-documents>.

A paper copy of the remuneration policy can be obtained free of charge by telephoning 0191 500 8807 or 0800 740 8191.

5.2 Terms of Appointment

5.2.1 The ACD was appointed by an agreement between the Company and the ACD (the **ACD Agreement**). The ACD Agreement provides that the appointment of the ACD is for an initial period of 2 years and thereafter may be terminated upon twelve months' written notice by either the ACD or the Company, although in certain circumstances, as set out in the ACD Agreement, it may be terminated forthwith by notice in writing by the ACD to the Company or the Depositary, or by the Depositary or the Company to the ACD. Termination cannot take effect until the FCA has approved the appointment of another authorised corporate director in place of the retiring ACD.

Upon termination of the ACD Agreement and the appointment of another ACD (the New ACD), the ACD may transfer any sums being held as client money to the New ACD, who will continue to hold the money in accordance with FCA client money rules.

The Shareholder will be given the opportunity, upon request, to have the proceeds returned by submitting a written request to the ACD at Newburn House, Gateway West, Newburn Riverside, Newcastle Upon Tyne, NE15 8NX .

5.2.2 The ACD is entitled to its pro rata fees and expenses to the date of termination and any additional expenses necessarily realised in settling or realising any outstanding obligations. No compensation for loss of office is provided for in the ACD Agreement. To the extent allowed by the FCA Rules the ACD Agreement provides indemnities to the ACD other than for matters arising by reason of its negligence, default, breach of duty or breach of trust in the performance of its duties and obligations.

5.2.3 The ACD is under no obligation to account to the Depositary, the Sub-Fund(s), the Company or the Shareholders for any profit it makes on the issue or re-issue of shares or cancellation of shares which it has redeemed. The fees to which the ACD is entitled are set out in Section 31. Copies of the ACD Agreement are available to Shareholders upon request.

6. The Depositary

6.1 General

6.1.1 Pursuant to the agreement dated 3rd December 2020 between the Company, the ACD and the Depositary (the “Depositary Services Agreement”) and for the purposes of and in compliance with the UCITS Legislation and the relevant FCA Rules, the Depositary has been appointed as depositary to the Company.

6.1.2 The Depositary, HSBC Bank plc, is a public limited company incorporated in England and Wales with company registration number 00014259. HSBC Bank plc is a wholly owned subsidiary of HSBC Holdings plc. The Depositary’s registered and head office is located at 8 Canada Square, London E14 5HQ and the principal business activity of the Depositary is the provision of financial services, including trustee and depositary services. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

6.2 Duties of the Depositary

6.2.1 The Depositary provides services to the Company as set out in the Depositary Services Agreement and, in doing so, shall comply with the UCITS Legislation, the OEIC Regulations and the relevant FCA Rules.

6.2.2 The Depositary’s duties include the following:

- (a) Ensuring that the Company’s cash flows are properly monitored and that all payments made by or on behalf of applicants upon the subscription to shares of the Sub-Funds have been received.
- (b) Safekeeping the assets of the Sub-Funds, which includes (i) holding in custody all financial instruments that may be held in custody; and (ii) verifying the ownership of other assets and maintaining records accordingly.
- (c) Ensuring that issues, redemptions and cancellations of the shares of each Sub-Fund are carried out in accordance with applicable law and the relevant FCA Rules.
- (d) Ensuring that the value of the shares of the Sub-Funds is calculated in accordance with applicable law and the relevant FCA Rules.
- (e) Carrying out the instructions of the Company and the ACD, unless they conflict with applicable law and the relevant FCA Rules.
- (f) Ensuring that in transactions involving a Sub-Fund’s assets any consideration is remitted to the Company within the usual time limits.
- (g) Ensuring that a Sub-Fund’s income is applied in accordance with applicable law and the relevant FCA Rules.

The Depositary may delegate its safekeeping functions subject to the terms of the Depositary Services Agreement. The Depositary has delegated to the delegates listed in Appendix 10 the custody of certain Scheme Property entrusted to the Depositary for safekeeping in accordance with the terms of written agreements between the Depositary and those delegates.

From time to time actual or potential conflicts of interest may arise between the Depositary and its delegates, for example, where a delegate is an affiliate of the Depositary, the Depositary may have a financial or business interest in that delegate.

The Depositary will ensure that any such additional services provided by it or its affiliates are on terms which are not materially less favourable to a Sub-Fund than if the conflict or potential conflict had not existed.

Included in the Depositary's conflict of interest policy are procedures to identify, manage and monitor on an on-going basis any potential conflict of interest involving its delegates.

Up to date information regarding the name of the Depositary, any conflicts of interest and delegations of the Depositary's safekeeping functions will be made available to Shareholders on request.

Shareholders have no personal right to directly enforce any rights or obligations under the Depositary Services Agreement.

In general, the Depositary is liable for losses suffered by the Sub-Funds as a result of its negligence or wilful default to properly fulfil its obligations. Subject to the paragraph below, and pursuant to the Depositary Services Agreement, the Depositary will be liable to the Company for the loss of financial instruments of a Sub-Fund which are held in its custody. The Depositary will not be indemnified out of the Scheme Property for the loss of financial instruments where it is not so liable.

The liability of the Depositary will not be affected by the fact that it has delegated safekeeping to a third party.

The Depositary will not be liable where the loss of financial instruments arises as a result of an external event beyond the reasonable control of the Depositary, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. The Depositary shall not be liable for any indirect, special or consequential loss. In the event there are any changes to the Depositary's liability under the UCITS Legislation and the relevant FCA Rules, the ACD will inform Shareholders of such changes without delay.

The appointment of the Depositary under the Depositary Services Agreement may be terminated without cause by not less than 90 calendar days written notice provided that the Depositary Services Agreement does not terminate until a replacement Depositary has been appointed.

From time to time actual or potential conflicts of interest may arise between the Depositary and its delegates. For example, such conflicts may arise; (i) where an appointed delegate is an affiliated group company and is providing a product or service to a Sub-Fund and has a financial or business interest in such product or service; or, (ii) where an appointed delegate is an affiliated group company which

receives remuneration for other related products or services it provides to the Sub-Funds. The Depositary maintains a conflict of interest policy to address this.

In addition, actual or potential conflicts of interest may also arise between Sub-Funds, the Shareholders on the one hand and the Depositary on the other hand.

For example, such actual or potential conflict may arise because the Depositary is part of a legal entity or is related to a legal entity which provides other products or services to a Sub-Fund and from which fees and profits in relation to the provision of those products or services may arise and from which the Depositary may benefit directly or indirectly. In addition, the Depositary may have a financial or business interest in the provision of such products or services, or receives remuneration for related products or services provided to Sub-Funds, or may have other clients whose interests may conflict with those of the Company, Sub-Funds or the Shareholders.

In particular, HSBC Bank plc may provide foreign exchange services to a Sub-Fund for which they are remunerated out of the property of the Sub-Fund. HSBC Bank plc or any of its affiliates or connected persons may also act as market maker in the investments of a Sub-Fund in question; provides broking services to a Sub-Fund and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Sub-Fund in question; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of a Sub-Fund; or earns profits from or has a financial or business interest in any of these activities.

The Depositary will ensure that any such additional services provided by it or its affiliates are on terms which are not materially less favourable to the Company or a Sub-Fund than if the conflict or potential conflict had not existed.

The Depositary has a conflict of interest policy in place to identify, manage and monitor on an on-going basis any actual or potential conflict of interest. The Depositary has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Depositary issues to be properly identified, managed and monitored. Details of the fees payable to the Depositary are given under the Fees and Expenses section.

7. The Investment Manager

7.1 The ACD has appointed True Potential Investments LLP to provide discretionary investment management and related advisory services to the ACD pursuant to an investment management agreement (the **Investment Management Agreement**).

7.2 The Investment Manager has the authority to make investment decisions on behalf of the Company, the Sub-Fund(s) and the ACD.

7.3 The Investment Management Agreement may be terminated on 12 months' written notice by the ACD or the Investment Manager. Such notice may be given at any time. Notwithstanding this, the ACD may terminate the Investment Management Agreement with immediate effect if it is in the interests of the Shareholders.

- 7.4 Under the Investment Management Agreement, the ACD provides indemnities to the Investment Manager, (except in the case of any matter arising as a direct result of their fraud, negligence, default or bad faith). The ACD may be entitled under the indemnities in the ACD Agreement to recover from the Company amounts paid by the ACD under the indemnities in the Investment Management Agreement.
- 7.5 Subject to the FCA Rules, the Investment Manager has power under the Investment Management Agreement to sub-delegate all or any part of its functions as investment manager. The ACD has agreed that the Investment Manager may appoint those persons specified in Appendix 1 as delegated sub-investment managers and further has informed the FCA of this sub-delegation pursuant to its obligations under the FCA Rules.
- 7.6 The principal business activity of True Potential Investments LLP is as a platform operator, SIPP provider and operator and provider of investment management services.
- 7.7 The Investment Manager's fees and expenses are paid out of the annual management charge which is paid out of Scheme Property. Please see Section 31.1.5 for further details.
- 7.8 Copies of the Investment Manager's execution policy and voting policy are available from the ACD on request.
- 7.9 The Investment Manager is part of the same corporate group as the ACD.

8. The Auditors

The Auditors of the Company are Johnston Carmichael LLP, whose address is Bishop's Court, 29 Albyn Place, Aberdeen, AB10 1YL.

9. The Administrator and Register of Shareholders

- 9.1 The ACD has appointed HSBC Bank plc to act as Transfer Agency, administrator and fund accountant to the Company. The administrator is responsible for the administration of Shareholders' accounts, liaison with Shareholders and reporting to Shareholders and processing share purchase and sale requests.
- 9.2 The register of Shareholders is maintained by the ACD at its office at Newburn House, Gateway West, Newburn Riverside, Newcastle Upon Tyne, NE15 8NX and may be inspected at that address during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

10. Conflicts of Interest

- 10.1 The ACD, the Depositary, the Investment Manager and any sub-investment manager may be involved in other financial, investment and professional activities which may, on occasion, cause conflicts of interest with the management of the Company or Sub-Fund(s). In addition, the Company may enter into transactions at arm's length with companies in the same group as the ACD and the Investment Manager or a sub-investment manager. Copies of the ACD's, the Investment Manager's and any sub-investment manager's conflicts of interest policies are available from the ACD on request.
- 10.2 The Depositary acts as depositary of other companies or funds.

10.3 Each of the parties will, to the extent of their ability and in compliance with the FCA Rules, ensure that the performance of their respective duties will not be impaired by any such involvement.

10.4 The ACD maintains a written conflict of interest policy. The ACD acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of the Company or its shareholders will be prevented. Should any such situations arise the ACD will, as a last resort if the conflict cannot be avoided, disclose these to shareholders in the report and accounts or otherwise an appropriate format.

11. Fair Treatment

11.1 To ensure the fair treatment of Shareholders is central to all the activities of the ACD, the ACD has implemented a Treating Customers Fairly policy, against which all its policies and procedures and those of its delegates are measured and must conform. This ensures that conflicts of interest are appropriately managed in a way that is fair to Shareholders as outlined in Section 10, that expenses are proportionate and allocated fairly (see "Fees and Expenses") that Shareholders can redeem their holdings (see "Buying Shares" and "Selling Shares") and that if Shareholders are dissatisfied with their treatment their complaints are assessed by an independent and impartial investigator (see "Complaints").

12. Client Money

The ACD is not permitted to, and does not, hold client money.

Money may not be treated as client money in respect of a delivery versus payment transaction for the purpose of settling a transaction in relation to units in the regulated collective investment scheme in either of the following circumstances:

(i) the ACD receives the money from a client in relation to the ACD's obligation to issue units in accordance with COLL; or

(ii) the money is held in the course of redeeming units where the proceeds of that redemption are paid to a client within the time specified in COLL.

The ACD is covered by the Financial Services Compensation Scheme (FSCS). The FSCS may pay compensation if the ACD is unable to meet its financial obligations. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) refer to the FSCS website www.FSCS.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100.

13. Buying, Selling and Switching Shares

The dealing office of the ACD is open from 9.00 am until 5.00 pm on each Business Day to receive requests for the purchase, redemption and switching of shares, which will be effected at prices determined at the next Valuation Point following receipt of such request.

14. Buying Shares

14.1 Procedure

14.1.1 Where the minimum investment levels allow, shares in a Sub-Fund can be purchased by sending a completed application form to the ACD, either:

- (a) accompanied by a cheque (up to a maximum value of £50,000); or
- (b) having made a telegraphic transfer to the ACD's bank account. Application forms are available from the ACD.

The ACD will accept written instructions accompanied by a cheque or on receipt of a payment by telegraphic transfer on subsequent transactions which can be carried out by writing to the Transfer Agency at the address set out in Appendix 6. The ACD will also accept telephone purchases from FCA regulated entities for subsequent investments, which may purchase shares by telephoning the ACD on [XX]. The ACD may accept applications to purchase shares by electronic communication. Electronic communication does not include email. Subsequent transactions will be processed as at the next Dealing Day. Where an instruction has been received by telephone, or where the ACD has, at its discretion, accepted an instruction prior to receiving settlement, settlement is due within four Business Days of the Valuation Point. Purchases made by telephone are subject to risk limits at the ACDs discretion, and the ACD may at its discretion reject or defer an instruction to purchase shares until it is in receipt of cleared funds for the purchase (when the purchase of shares will be placed at the next Valuation Point following receipt of cleared funds). An order for the purchase of shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application.

Telephone calls may be recorded by the ACD, its delegates, their duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes, please see paragraph "Telephone Recordings" below for further information.

14.1.2 The ACD, at its discretion has the right to cancel a purchase deal if settlement is materially overdue (being more than five Business Days since the receipt of an application form or other instruction) and any loss arising on such cancellation shall be the liability of the applicant. The ACD is not obliged to issue shares unless it has received cleared funds from an investor.

14.1.3 The ACD reserves the right to charge interest at 4% per annum above the prevailing Bank of England Base rate, on the value of any settlement received later than the fourth Business Day following the Valuation Point.

14.1.4 The ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant. In addition the ACD may reject any application previously accepted in circumstances where the

applicant has paid by cheque and that cheque subsequently fails to be cleared.

14.1.5 Any subscription monies remaining after a whole number of shares have been issued will not be returned to the applicant. Instead, smaller denomination shares will be issued.

14.1.6 Shareholders have the right to cancel their transactions within 14 calendar days of receipt of their contract note. If a Shareholder cancels their contract, they will receive a refund of the amount that they invested including the initial charge either in full or less a deduction to reflect any fall in share price since the date of investment. This may result in a loss on the part of the Shareholder. If Shareholders wish to exercise their right to cancel they should write to the Transfer Agency at the address set out in Appendix 6. Shareholders will not be able to exercise their cancellation rights after 14 calendar days of receipt of their contract note. Shareholders should note that in certain circumstances, there may be a delay in returning their investment.

14.2 Documentation the purchaser will receive

14.2.1 A contract note giving details of the shares purchased and the price used will be issued to the Shareholder (the first named, in the case of joint holders) by the end of the next Business Day following the Valuation Point by reference to which the purchase price is determined, together with a notice of the applicant's right to cancel.

14.2.2 Share certificates will not be issued in respect of shares in any Sub-Fund. Ownership of shares will be evidenced by an entry on the Company's register of Shareholders. Tax vouchers in respect of half-yearly distributions of income will show the number of shares held by the recipient in respect of which the distribution is made. Individual statements of a Shareholder's (or, when shares are jointly held, the first named holder's) shares will also be issued at any time on request by the registered holder.

14.3 Minimum subscriptions and holdings

14.3.1 The minimum initial and subsequent subscription levels, and minimum holdings, for the Sub-Fund(s), are set out in Appendix 1. The ACD may at its discretion accept subscriptions lower than the minimum amount.

14.3.2 If a holding is below the minimum holding required by the relevant Sub-Fund the ACD has discretion to require redemption of the entire holding in that Sub-Fund.

14.4 In Specie Issue

If a Shareholder requests, the ACD may, at its discretion and subject to the approval of the Investment Manager and the Depositary, arrange for the Company to accept securities in settlement of a purchase of shares in any Sub-Fund. In particular the ACD and Depositary will only do so where satisfied that the acceptance of the assets concerned would not be likely to result in any material prejudice to the interests of Shareholders.

15. Selling Shares

15.1 Procedure

15.1.1 Every Shareholder in a particular Sub-Fund has the right to require that Sub-Fund to redeem his shares on any Dealing Day unless the value of shares which a Shareholder wishes to redeem will mean that the Shareholder will hold shares with a value less than the required minimum holding of the relevant Sub-Fund, in which case the Shareholder may be required to redeem his entire holding.

15.1.2 Requests to redeem shares may be made in writing to the ACD's Transfer Agency at the address set out in Appendix 6. The ACD may also, at its discretion and by prior agreement, accept instructions to redeem shares from FCA regulated entities by telephone on [XX] or by fax. The ACD may accept requests to sell or transfer Shares by electronic communication. Electronic communication does not include email.

Telephone calls may be recorded by the ACD, its delegates, their duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes, please see paragraph "Telephone Recordings" below for further information.

15.2 Documents the seller will receive

A contract note giving details of the number and price of shares sold will be sent to the selling Shareholder (the first named, in the case of joint Shareholders) or their duly authorised agents together with a form of renunciation for completion and execution by the Shareholder (and, in the case of a joint holding, by all the joint holders) not later than the end of the next Business Day following the Valuation Point by reference to which the redemption price is determined. A BACS or telegraphic transfer will be made in satisfaction of the redemption monies within four Business Days of the later of:

15.2.1 receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed by all the relevant Shareholders and completed as to the appropriate number of shares, together with any other appropriate evidence of title; or

15.2.2 the Valuation Point following receipt by the ACD of the request to redeem.

15.3 Minimum Redemption

Part of a Shareholder's holding in a Sub-Fund may be sold but the ACD reserves the right to refuse a redemption request if the value of the shares to be redeemed is less than the relevant minimum redemption amount set out in Appendix 1 or would result in a Shareholder holding less than the minimum holding required by the relevant Sub-Fund, as detailed in Appendix 1. In the latter case the Shareholder may be asked to redeem their entire shareholding.

15.4 In Specie Redemption

- 15.4.1 If a Shareholder requests the redemption of shares in any Sub-Fund, the ACD may, if it considers the deal substantial in relation to the total size of the relevant Sub-Fund, arrange for that Sub-Fund to cancel the shares and transfer Scheme Property to the Shareholder instead of paying the price of the shares in cash. A deal involving shares representing 5% or more in value of a Sub-Fund will normally be considered substantial, although the ACD may in its discretion agree an in specie redemption with a Shareholder whose shares represent less than 5% in value of the Sub-Fund concerned.
- 15.4.2 Before the proceeds of cancellation of the shares become payable, the ACD will give written notice to the Shareholder that Scheme Property will be transferred to that Shareholder.
- 15.4.3 The ACD will select the property to be transferred (or sold) in consultation with the Depositary and the Investment Manager. They must ensure that the selection is made with a view to achieving no greater advantage or disadvantage to the redeeming Shareholder than to continuing Shareholders, and any such redemption as set out above, shall be subject to a retention by the Sub-Fund from that property (or proceeds) the value (or amount) of any stamp duty reserve tax to be paid on the cancellation of shares.

15.5 Direct Issue or Cancellation of shares by an ICVC through the ACD

The ACD may require, on agreement with the Depositary, or may permit, on the request of a Shareholder, direct issues and cancellations of shares by the Company.

15.6 Initial offer

The ACD may arrange for there to be an initial offer period in respect of any newly established Sub-Fund, commencing on the date of the launch of the relevant Sub-Fund. During such a period, the price at which shares in that Sub-Fund can be bought will be fixed by the ACD and notified to the Depositary at or before the start of that period. Please note that if in the reasonable opinion of the ACD, the operation of the Company or any Sub-Fund is not viable at any time, the ACD may, subject to compliance with the FCA Rules and subject to the agreement of the Depositary, terminate a Sub-Fund, wind up the Company or consider any other alternative as may be appropriate in the circumstances.

16. Switching

- 16.1 A holder of shares may at any time switch all or some of his shares (**Old Shares**) for shares in a different Sub-Fund or Fund (**New Shares**).
- 16.2 Upon a switch the Old Shares will be repurchased and New Shares will be issued to the same Shareholder. The number of New Shares issued will be determined by reference to the respective prices of New Shares and Old Shares at the Valuation Point applicable at the time the Old Shares are repurchased and the New Shares are issued.
- 16.3 Switching may be effected by writing to the ACD. The ACD may, at its sole discretion and by prior agreement, accept switching instructions by telephone from FCA

regulated entities only. A switching shareholder must be eligible to hold the shares into which the switch is to be made. The ACD may accept requests to switch Shares by electronic communication. Electronic communication does not include email.

Telephone calls may be recorded by the ACD, its delegates, their duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes, please see paragraph "Telephone Recordings" below for further information.

- 16.4 The ACD may at its discretion charge a fee on the switching of shares between classes or Sub-Funds or Funds. These fees are set out in Section 18.3.
- 16.5 If the switch would result in the Shareholder holding a number of Old Shares or New Shares of a value which is less than the minimum holding required in respect of the Sub-Fund or Fund concerned, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Old Shares to New Shares or refuse to effect any switch of the Old Shares. No switch will be made during any period when the right of Shareholders to require the redemption of their shares is suspended (as to which see Section 22 below). The general provisions on selling shares shall apply equally to a switch.
- 16.6 The ACD may adjust the number of New Shares to be issued to reflect the imposition of any switching fee together with any other charges or levies in respect of the issue or sale of the New Shares or repurchase or cancellation of the Old Shares as may be permitted pursuant to the FCA Rules.
- 16.7 Please note that in accordance with UK tax law a switch of Shares in one Sub-Fund or Fund for Shares in another Sub-Fund or Fund is treated as a redemption of the Old Shares and a purchase of New Shares which will, for persons subject to UK tax law, be a realisation of the Old Shares for the purposes of capital gains tax, which may give rise to a liability to tax depending on the Shareholder's circumstances.
- 16.8 A Shareholder who switches shares in one Share Class or Sub-Fund or Fund for shares in any other Share Class or Sub-Fund or Fund will not be given a right by law to withdraw from or cancel the transaction.

17. Share Class Conversions

- 17.1 If applicable, a holder of shares in a Share Class of a Sub-Fund (**Old Class Shares**) may exchange all or some of his shares for shares of a different Share Class within the same Sub-Fund (**New Class Shares**). An exchange of Old Class Shares for New Class Shares will be processed as a conversion (**Share Class Conversion**).
- 17.2 Unlike a switch (as set out at Section 16 above), a conversion of Old Class Shares into New Class Shares will not involve a redemption and issue of shares. For the purposes of income equalisation the New Class Shares will receive the same treatment as the Old Class Shares.
- 17.3 The number of New Class Shares issued will be determined by a conversion factor calculated by reference to the respective prices of New Shares and Old Shares at the Valuation Point applicable at the time the Old Class Shares are converted to New Class Shares.
- 17.4 Share Class Conversions must be effected in writing to the Transfer Agency (which, in the case of joint Shareholders must be signed by all the joint holders). The ACD

may accept requests to convert Shares by electronic communication. Electronic communication does not include email.

- 17.5 A converting Shareholder must be eligible to hold the shares into which the conversion is to be made. It is the ACD's intention that Share Class Conversions will be processed at the next valuation time following receipt of the instruction, however the ACD reserves the right to defer a Share Class Conversion until no later than after the next annual accounting date if it is in the interests of other Shareholders.
- 17.6 If the Share Class Conversion would result in the Shareholder holding a number of Old Class Shares or New Class Shares of a value which is, in either case, less than the minimum holding in the Share Class concerned, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Old Class Shares to New Class Shares or refuse to affect any conversion of the Old Class Shares.
- 17.7 Please note that, under current tax law, a conversion of shares between different Share Classes within the same Sub-Fund will not normally be deemed to be a realisation for the purposes of capital gains taxation.
- 17.8 A Shareholder who converts their shares in one share class to shares in a different Share Class will not be given a right by law to withdraw from or cancel the transaction.

18. Dealing Charges

18.1 Preliminary Charge

18.1.1 The ACD may impose a charge on the sale of shares to investors which is based on the amount invested by the prospective investor (though this may be waived wholly or partially at the ACD's discretion). The preliminary charge is payable to the ACD. Full details of the current preliminary charges for each Share Class are set out in Appendix 1.

18.2 Redemption Charge

18.2.1 The ACD may make a charge on the redemption of shares in a Sub-Fund (though this may be waived wholly or partially at the ACD's discretion). At present no redemption charge is levied.

18.2.2 The ACD may not introduce a redemption charge on shares unless, not less than 60 days before the introduction, it has given notice in writing to the then current Shareholders at their registered address of that introduction and has revised and made available the Prospectus to reflect the introduction and the date of its commencement.

18.2.3 In the event of a change to the rate or method of calculation of the redemption charge, details of the previous rate or method of calculation will be available from the ACD.

18.3 Switching Fee

On the switching of shares of one fund or Sub-Fund for shares of another fund or Sub-Fund the Instrument authorises the Company to impose a switching fee. The fee will not exceed an amount equal to the then prevailing preliminary charge for

the fund into which shares are being switched. The switching fee is payable by the Company to the ACD. Currently no switching charge is levied.

19. Dilution Adjustment

19.1 The basis on which the Sub-Fund(s) investments are valued for the purpose of calculating the issue and redemption price of shares as stipulated in the FCA Rules and the Company's Instrument is summarised in Section 25. The actual cost of purchasing or selling investments may be higher or lower than the mid-market value used in calculating the share price - for example, due to dealing charges, or through dealing at prices other than the mid-market price. Under certain circumstances (for example, large volumes of deals) this may have an adverse effect on the Shareholders' interest. In order to prevent this effect, called "dilution", the ACD has the power to make a "dilution adjustment" to the price of shares. If a dilution adjustment is not made, the cost of purchasing or selling investments for the Sub-Fund(s) subsequent to Shareholder dealing will be borne by the Sub-Fund(s) with a consequent effect on future growth. A dilution adjustment will be calculated by reference to the costs of dealing in the underlying investments of the Sub-Fund(s), including any dealing spreads, commission and transfer taxes. If made, the dilution adjustment will be for the benefit of the Sub-Fund(s).

19.2 The need to make a dilution adjustment will depend on the volume of sales or redemptions. The ACD may make a dilution adjustment if, in its opinion, the existing Shareholders (for sales) or remaining Shareholders (for redemptions) might otherwise be adversely affected, and if making a dilution adjustment is, so far as practicable, fair to all Shareholders and potential Shareholders. In particular, the dilution adjustment may be made on days when a Sub-Fund experiences transactions in shares which exceed 1% of the Net Asset Value of that Sub-Fund, or otherwise where the ACD considers it necessary to protect the interests of the shareholders of the Sub-Fund(s).

19.3 It is therefore not possible to predict accurately whether dilution would occur at any point in time. If a dilution adjustment is required then, based on future projections the estimated rate or amount of such adjustments are shown below:

Fund name	Sales (creation)	Redemptions (liquidation)
True Potential Balanced 3	0.01%	0.01%
True Potential Cautious 4	0.02%	0.02%
True Potential Cautious 5 Income	0.03%	0.03%

19.4 The above estimated rates are anticipated to be incurred on 10% of deals. If a dilution adjustment is not made then this may restrict the future growth of the Sub-Fund(s).

19.5 The ACD may alter its dilution policy in accordance with the FCA Rules either by Shareholder consent pursuant to the passing of a resolution to that effect at a properly convened meeting of Shareholders and by amending this Prospectus or by

giving Shareholders notice and amending the Prospectus 60 days before the change to the dilution policy is to take effect.

20. Money Laundering

As a result of legislation in force in the United Kingdom to prevent money laundering, persons conducting investment business are responsible for compliance with money laundering regulations. In order to implement these procedures, in certain circumstances investors may be asked to provide proof of identity when buying shares. The ACD reserves the right to reverse the transaction, to refuse to sell shares or to refuse the release of redemption proceeds if it is not satisfied as to the identity of the applicant.

21. Restrictions and Compulsory Transfer and Redemption

21.1 The ACD may from time to time impose such restrictions or take such action as it may think necessary for the purpose of ensuring that no shares are acquired or held by any person:

21.1.1 in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory, or

21.1.2 in breach of requirement for the holding of shares as specified in this Prospectus.

In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, sale, transfer, conversion or switching of shares.

21.2 Without prejudice to Section 21.1, if the ACD reasonably believes that any shares are owned directly or beneficially in circumstances which:

21.2.1 constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or

21.2.2 may (or may if other shares are acquired or held in like circumstances) result in the Company incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory)

it may give notice to the holder of such shares requiring him or her to transfer them to a person who is qualified or entitled to own them, or to request the redemption of the shares by the Company or Sub-Fund(s).

21.3 If the holder does not either transfer the shares to a qualified person or establish to the ACD's satisfaction that he or she and any person on whose behalf he or she holds the shares are qualified and entitled to hold and own them, he or she will be deemed on the expiry of a 30-day period to have requested their redemption.

21.4 In addition, where:

21.4.1 the ACD considers it is in the best interests of Shareholders; or

21.4.2 the ACD reasonably believes that the Shareholder no longer satisfies a requirement for remaining a Shareholder of the Share Class (as specified in Appendix 1);

the ACD may convert or switch a Shareholder's holding in one Share Class to another Share Class in the same Sub-Fund. The ACD shall give prior written notice to the Shareholder concerned of the proposed conversion or switch, including details of the new Share Class and reminding the affected Shareholder of its rights to redeem.

22. Suspension of Dealings in the Company

22.1 The ACD may, with the prior agreement of the Depositary, or must if the Depositary so requires, temporarily suspend the issue, cancellation, sale and redemption of shares in any or all of the Sub-Fund(s), if the ACD or the Depositary is of the opinion that due to exceptional circumstances it is in the interests of all the Shareholders in the relevant Sub-Fund(s) to do so. The suspension will only be permitted to continue for as long as it is justified having regard to the interests of the Shareholders. On suspension, the ACD (or the Depositary if it has required the ACD to suspend dealings in shares) must immediately notify the FCA giving reasons for the action. The ACD and the Depositary must formally review the suspension at least every 28 days and inform the FCA of the result of this review with a view to ending the suspension as soon as practicable after the exceptional circumstances have ceased.

22.2 The ACD will notify all Shareholders of the suspension in writing as soon as practicable and will publish details to keep Shareholders appropriately informed about the suspension, including its likely duration.

22.3 Re-calculation of the share price for the purpose of sales and purchases will commence on the next relevant Valuation Point following the ending of the suspension.

23. Governing Law

23.1 All deals in shares are governed by the laws of England and Wales.

23.2 By applying for shares in a Sub-Fund, the Shareholder agrees to be bound by the Instrument and this Prospectus (as may be amended from time to time). The Company, the Instrument and this Prospectus are governed by the laws of England and Wales. The Company, the ACD and Shareholders will be subject to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with a Shareholder's investment in a Sub-Fund or any related matter.

23.3 According to Council Regulation 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the **Brussels Regulation**), a judgment given and enforceable in an EU Member State shall in principle be recognised in the other EU Member States without any special procedure being required and shall generally be enforceable in the other EU Member States on the application of any interested parties, save in certain

circumstances. The Brussels Regulation has now been recast by way of the EU Regulation 1215/2012 of 12 December 2012.

24. Valuation of the Company

- 24.1 The price of a share in the Sub-Fund(s) is calculated by reference to the Net Asset Value of the Sub-Fund(s). There is only a single price for any share as determined from time to time by reference to a particular Valuation Point. The Net Asset Value per share of the Sub-Fund(s) is currently calculated on each Dealing Day at 5.00 pm.
- 24.2 The ACD may at any time during a Business Day carry out an additional valuation if the ACD considers it desirable to do so.

25. Calculation of the Net Asset Value

- 25.1 The value of the Scheme Property of the Company or a Sub-Fund (as the case may be) shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

- 25.2 All the Scheme Property (including receivables) is to be included, subject to the following provisions:

- 25.2.1 Property which is not cash (or other assets dealt with in Section 25.2.2 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:

- (a) units or shares in a collective investment scheme:
- (i) if a single price for buying and selling units or shares is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, at the average of the two prices providing the buying price has been reduced by any initial charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
 - (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the ACD, is fair and reasonable;
- (b) exchange-traded derivative contracts:
- (i) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, at the average of the two prices;
- (c) over the counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;
- (d) any other investment:

- (i) if a single price for buying and selling the security is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, at the average of the two prices; or
 - (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable; and
 - (e) property other than that described in Sections 25.2.1 (a) - (d): at a value which, in the opinion of the ACD, represents fair and reasonable mid-market price.
- 25.2.2 Cash and amounts held in current, deposit and margin accounts and in other time-related deposits shall be valued at their nominal values.
- 25.2.3 In determining the value of the Scheme Property, all instructions given to issue or cancel shares shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received, whether or not this is the case.
- 25.2.4 Subject to Sections 25.2.5 and 25.2.6 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the ACD, their omission will not materially affect the final net asset amount.
- 25.2.5 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under Section 25.2.4.
- 25.2.6 All agreements are to be included under Section 25.2.4 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the ACD's employment take all reasonable steps to inform it immediately of the making of any agreement.
- 25.2.7 Deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the Scheme Property; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax, stamp duty and stamp duty reserve tax.
- 25.2.8 Deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax thereon treating periodic items as accruing from day-to-day.

- 25.2.9 Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
- 25.2.10 Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
- 25.2.11 Add any other credits or amounts due to be paid into the Scheme Property.
- 25.2.12 Add a sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received.
- 25.2.13 Currencies or values in currencies other than the base currency or (as the case may be) the designated currency of a Sub-Fund shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

26. Price per Share in the Sub-Fund(s) and each Class

The price per share at which shares are bought, redeemed or switched is the Net Asset Value per share. Any initial charge or redemption charge (or dilution adjustment or SDRT on a specific deal, if applicable) is deducted from the proceeds and is taken from the gross subscription or redemption monies.

27. Pricing basis

The Company deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the sale or redemption is agreed.

28. Publication of Prices

Shareholders can obtain the price of their shares on <http://www.trustnet.com/>, or by telephoning 0191 500 8807.

29. Risks

29.1 Risk factors

Potential investors should consider the following risk factors before purchasing shares in a Sub-Fund. Shares in a Sub-Fund should generally be regarded as a long-term investment.

The main risks associated with the investment activity of the Sub-Fund(s) are summarised below. The following statements are intended to summarise some of the risks, but are not exhaustive, nor do they offer advice on the suitability of investments.

29.2 General Risks

There is no assurance that the investment objective of each Sub-Fund will actually be achieved.

The price of shares and any income from them may fall as well as rise and investors may not get back the full amount invested. Past performance is not a reliable indicator of future performance.

29.3 Equities Risk

Where investments are in the shares of companies (equities), the value of those equities may fluctuate, sometimes dramatically, in response to the activities and results of individual companies or because of general market and economic conditions or other events. Currency exchange rate movements will also cause changes in value when the currency of the investment is other than sterling.

29.4 Warrants Risk

Where a Sub-Fund is invested in warrants, the price per share may fluctuate more than if that Sub-Fund was invested in the underlying securities because of the greater volatility of the warrant price.

29.5 Bonds and Debt Instruments (including High Yielding Securities) Risk

Where investments are in bonds or other debt instruments, the value of those investments will depend on market interest rates, the credit quality of the issuer and liquidity considerations. Investments in high yielding debt instruments may have a level of income which is relatively high (compared to investment grade debt instruments); however, the risk of depreciation and realisation of capital losses on such debt instruments held will be significantly higher than on lower yielding debt instruments.

29.6 Lower Rated/Unrated Securities Risk

The credit quality of debt instruments is often assessed by rating agencies. Medium and lower rated securities and unrated securities of comparable quality may be subject to wider fluctuations in yield, wider bid-offer spreads, greater liquidity premium and accentuated market expectations, and consequently greater fluctuations in market values, than higher rated securities. Changes in such ratings, or expectation of changes, will be likely to cause changes in yield and market values, at times significantly so.

29.7 Collective Investment Schemes Risk

A Sub-Fund may be invested in units or shares in collective investment schemes. Such investments may involve risks not present in direct investments, including, for example, the possibility that an investee collective investment scheme may at any time have economic or business interests or goals which are not fully consistent with those of the Sub-Fund(s). Moreover, many alternative investment strategies give themselves significant discretion in valuing securities. There may be liquidity constraints and the extent to which an investee fund's securities are valued by independent sources are factors which could impact on a Sub-Fund's valuation.

29.8 Leveraged Companies Risk

Investments may be made in companies or collective investment schemes which borrow funds. Such companies or collective investment schemes may not be subject to any limitations on the amount of their borrowings, and the amount of borrowings that they may have outstanding at any time may be large in comparison

to their capital. Furthermore, where a Sub-Fund is permitted to borrow in order to make investments, Shareholders must be aware that they may suffer a greater risk resulting from the decline of the value of the investments made with this borrowing facility and therefore risk exposure will be higher.

29.9 Leverage Risk

Leverage is where a Sub-Fund borrows money in order to meet redemption requests or, through the use of derivatives, for the purpose of buying or selling assets. Where assets are bought or sold using borrowed money this increases the risk that in the case of losses that these are compounded and as a result have a material negative impact on the value of the Sub-Fund.

29.10 New Issue Risk

A Sub-Fund may be invested in initial public offerings, which frequently are smaller companies. Such securities have no trading history and information about these companies may only be available for limited periods. The prices of securities involved in initial public offerings may be subject to greater price volatility than more established securities.

29.11 Futures and Options Risk

A Sub-Fund may use, under certain conditions, options and futures on indices and interest rates, for the purposes of Efficient Portfolio Management. The use of derivatives for Efficient Portfolio Management is not intended to increase the risk profile of that Sub-Fund. Also, a Sub-Fund may hedge market and currency risks using futures, options and forward exchange contracts. Transactions in futures carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the investor. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions make it impossible to execute such orders. Transactions in options also carry a high degree of risk. Selling (writing) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or acquire or deliver the underlying interest. If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future on another option, the risk may be reduced.

Under certain conditions, the investment policy of a Sub-Fund may permit the use of derivatives for investment purposes. The NAV of such Sub-Funds could potentially be more volatile; however, it is the Investment Manager's intention that these Sub-Funds, owing to their portfolio composition or the portfolio management techniques used, will not have volatility over and above the general market volatility of the markets of their underlying investments.

29.12 Foreign Currency Risk

A Sub-Fund may be invested in securities denominated in a number of different currencies other than the base currency of that Sub-Fund. Changes in foreign

currency exchange rates may adversely affect the value of these investments and the income thereon.

29.13 Pricing and Valuation Risk

For quoted investments a valuation price can be obtained from an exchange or similarly verifiable source. However, investment in unquoted and/or illiquid investments which are difficult to value may increase the risk of mispricing. Furthermore, the Company will compute the Net Asset Value of each Sub-Fund when some markets are closed for holidays or other reasons. In these and similar cases a verifiable source of market prices will not be available and the ACD may invoke its fair value process which will determine a fair value price for the relevant investments; this fair value process involves assumptions and subjectivity.

29.14 Emerging Countries and Developing Markets Risk

A Sub-Fund may be invested in emerging markets which are undergoing rapid growth and regulatory change. Emerging markets present additional risks to those normally encountered in developed securities markets. These risks may be political, social and economic in nature and may be complicated by inflationary pressures and currency depreciation. The accounting and financial reporting standards, practices and disclosure requirements in some of the countries in which investments may be made may differ from those experienced in more developed markets. Similarly, reliability of the trading and settlement systems in such markets and the liquidity of these markets may not be equal to those available in more developed markets and this could lead to delays in settlement or affect the price at which investments could be realised. Government influence or control of private companies in some countries may be significant and investments may be exposed to the risks of political change, political uncertainty or governmental action. Such assets could be expropriated, nationalised, confiscated or subject to changes in legislation relating to foreign ownership. The value of investments in emerging markets may therefore be adversely affected by political and/or economic conditions, which would, in turn, adversely impact on the performance of a Sub-Fund and its share price.

29.15 Smaller and Unquoted Companies Risk

Significant investments may be made in smaller companies, in which there may be no established market for the shares, or the market may be highly illiquid. Because of this potential illiquidity, the Sub-Fund(s) may not be appropriate for some investors, including those who are not in a position to take a long-term view of their investment. A Sub-Fund may also invest, directly and indirectly, in securities that are not listed or traded on any stock exchange. In such situations, such securities may not be able to be sold immediately. The purchase price and subsequent valuation of these securities may reflect a discount, which could be significant, from the market price of comparable securities for which a liquid market exists.

29.16 Investment Trust Risk

The share prices of investment trusts and closed-ended funds typically stand at a discount to their net asset value per share. Such discounts may persist for long periods and/or widen. The Net Asset Value of a Sub-Fund, will reflect the current market value of the shares of the investment trusts and closed-ended funds in which that Sub-Fund is invested. The shares of certain investment trusts and closed-ended funds in which a Sub-Fund is invested may be valued in a market at a premium to

their own net asset value per share. In such cases the share price of such investment trusts and/or closed-ended funds may eventually decline to a discount of their net asset value per share. Investment trusts and closed-ended funds may borrow or otherwise leverage their exposure to their investments. Investments in such companies will tend to have more volatile results than investment in companies without gearing.

29.17 Risk to Capital

This includes potential risk of reduction in capital resulting from withdrawals or cancellations of shares and distributions in excess of investment returns.

29.18 Liquidity Risk

In normal market conditions a Sub-Fund's assets comprise mainly realisable investments which can be readily sold. A Sub-Fund's main liability is the redemption of any shares that investors wish to sell. In general each Sub-Fund manages its investments, including cash, such that it can meet its liabilities. Investments held may need to be sold if insufficient cash is available to finance such redemptions. If the size of the disposals are sufficiently large, or the market is illiquid, then there is a risk that either the investments might not be sold or the price at which they are sold may adversely affect the Net Asset Value of the Sub-Fund. If there were significant requests for redemption of shares in the Sub-Fund at a time when a large proportion of the Sub-Fund's assets was invested in illiquid investments, then the Sub-Fund's ability to fund those redemptions would be impaired and it might be necessary to suspend dealings in shares in the Sub-Fund.

29.19 Credit Risk

Investments may be adversely affected if any of the institutions with which money is deposited suffers insolvency or other financial difficulties (default). Credit risk also arises from the uncertainty about an issuer's ultimate repayment of principal and interest for bond or other debt instrument investments. The entire deposit or purchase price of the debt instrument is at risk of loss if there is no recovery after default. The risk of default is usually greatest with bonds and debt instruments that are classed as 'sub-investment' grade.

29.20 Settlement Risk

All security investments are transacted through brokers who have been approved by the Investment Manager as an acceptable counterparty. The list of approved brokers is reviewed regularly. There is a risk of loss if a counterparty fails to perform its financial or other obligations, for example, the possibility that a counterparty may default, by failing to make payments due, or make payments in a timely manner. If settlement never occurs the loss incurred by a particular Sub-Fund will be the difference between the price of the original contract and the price of the replacement contract, or, in the case where the contract is not replaced the absolute value of the contract at the time it is voided. Furthermore, in some markets 'Delivery versus Payment' may not be possible in which case the absolute value of the contract is at risk if the Company meets its settlement obligations but the counterparty fails before meeting its obligations.

29.21 Custody Risk

The Depositary is liable to the Company, the Sub-Funds and to the Shareholders for the loss of Scheme Property. In the event of a loss by the Depositary, custodian or sub-custodian, the Depositary must return an asset of an identical type or the corresponding amount of Scheme Property to the Company or the ACD without undue delay.

29.22 Tax Risk

Tax laws, currently in place, may change in the future which could affect the Net Asset Value of the Sub-Fund(s) and therefore the Shareholder's investments. Refer to the Section headed 'Taxation' in the Prospectus for further details.

29.23 Inflation Risk

Unless the performance of your investment keeps up with or beats inflation, the real value of your investments will fall over time.

29.24 Political and/or Environmental Risk

The investee companies may operate in countries where the ownership rights may be uncertain and development of the resources themselves may be subject to disruption due to factors including civil disturbances, industrial action, interruption of power supplies, as well as adverse climatic conditions.

29.25 Market Risk

The risk that the entire market of an asset class will decline, thus affecting the prices and the values of the assets.

29.26 Segregated Liability Risk

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

29.27 Risk Management

Upon request to the ACD a Shareholder can receive information relating to:

- 29.27.1 the quantitative limits applying in the risk management of the Sub-Fund(s);
- 29.27.2 the methods used in relation to 29.27.1; and
- 29.27.3 any recent developments of the risk and yields of the main categories of investment in the Sub-Fund(s).

Risk factors based on the objectives of each sub-Fund are given below: #

Risk factors	True Potential Cautious 4	True Potential Cautious 5 Income	True Potential Balanced 3
Bonds			X
Collective investment schemes	X	X	X
Equity			X
Cash, deposits and money market instruments	X	X	X
Currency risk	X	X	X

30. Liabilities of the Company

Shareholders are not liable for the debts of the Company. A Shareholder is not liable to make any further payment to the Company after paying the purchase price of shares.

31. Fees and Expenses

31.1 Annual Management Charge

31.1.1 In payment for carrying out its duties and responsibilities the ACD is entitled to take out of the Scheme Property of each Sub-Fund an annual management charge.

31.1.2 The annual management charge of the Sub-Fund(s) is calculated and accrued daily and is payable monthly in arrears on the last Business Day of each month. The current annual management charges are set out in Appendix 1.

31.1.3 The ACD may not increase the current rate or amount of the annual management charge (or materially increase any other payment out of Scheme Property) in respect of a particular Sub-Fund unless, not less than 60 days before the increase, the ACD gives notice in writing of the increase and the date of its commencement to all Shareholders in that Sub-Fund at their registered address and has revised and made available the Prospectus to reflect the introduction of new rate and the date of its commencement.

31.1.4 The ACD may not introduce a new category of remuneration for its services (or any other new type of payment out of Scheme Property) unless the introduction has been approved by an extraordinary resolution of Shareholders in the affected Sub-Fund(s).

31.1.5 The following charges are currently included within the annual management charge:

- (a) the fees of the ACD;
- (b) the fees of the Investment Manager;
- (c) the fees of the Depositary;
- (d) the fees of the Auditor;

- (e) custody and safe-keeping charges (excluding custody transaction charges); and
 - (f) the fees and expenses set out in Section 31.2.1 below.
- 31.1.6 Notwithstanding Section 31.1.5, where the ACD has given Shareholders not less than 60 days' notice in writing, all fees and charges (as set out above in Section 31.1.5) may be paid directly out of Scheme Property.
- 31.2 Other payments out of Scheme Property
- 31.2.1 The Company, or each Sub-Fund as the case may be, is also entitled to pay out of the Scheme Property the following costs, charges, fees and expenses:
- (a) broker's commission, fiscal charges (including stamp duty and/or stamp duty reserve tax) and other disbursements which are necessarily incurred in effecting transactions for the Sub-Fund(s) and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
 - (b) interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings; and
 - (c) taxation and duties payable in respect of the Scheme Property or the issue or redemption of units including Stamp Duty Reserve Tax.
- 31.2.2 As set out in Section 31.1.5, certain fees and expenses are currently paid out of the annual management charge which is paid out of Scheme Property. However, where the ACD has given the Shareholders not less than 60 days' notice in writing, the Company may pay the following expenses out of the Scheme Property:
- (a) all reasonable, properly vouched, out of pocket expenses incurred by the ACD, the Investment Manager or the Depositary in the performance of their duties, including stamp duty, stamp duty reserve tax on transactions in shares and expenses incurred in effecting regulatory changes to the Company and the Sub-Fund(s);
 - (b) fees and expenses in respect of establishing and maintaining the register of Shareholders and any sub-register of Shareholders;
 - (c) any costs incurred in or about the listing of shares in the Sub-Fund(s) on any stock exchange, and the creation, conversion and cancellation of shares;
 - (d) any costs incurred in producing and dispatching any payments made by the Sub-Fund(s), or the yearly and half-yearly reports of the Sub-Fund(s), or the Prospectus;
 - (e) any fees, expenses or disbursements of any legal or other professional adviser of the Company, including those incurred on the establishment of the Company and the Sub-Fund(s);

- (f) any fees, expenses or disbursements in relation to the establishment of the Company, including without limitation FCA fees and the fees of any adviser in relation to the establishment of the Company and the Sub-Fund(s);
- (g) any costs incurred in taking out and maintaining any insurance policy in relation to the Company and the Sub-Fund(s);
- (h) any costs incurred in respect of meetings of Shareholders convened for any purpose including those convened on a requisition by Shareholders not including the ACD or an associate of the ACD;
- (i) liabilities on unitisation, amalgamation or reconstruction including certain liabilities arising after transfer of property to the Sub-Fund(s) in consideration for the issue of shares as more fully detailed in the FCA Rules;
- (j) the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- (k) the fees of the Depositary (including VAT) and any expenses of the Depositary;
- (l) the fees of the FCA, in accordance with the chapter of the FCA Rules entitled "Fees Manual", together with any corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which shares in the Sub-Fund(s) are or may be marketed;
- (m) any expense incurred in relation to company secretarial duties including the cost of maintenance of minute books and other documentation required to be maintained by the Company and the Sub-Fund(s) and any expenses incurred in distributing information regarding the prices of shares to Shareholders;
- (n) any fees or expenses incurred in the modification of the Prospectus and/or Instrument and/or the simplified prospectus (or any such other document which may be produced in place of the simplified prospectus including the Key Features Document or Key Investor Information Document) to the extent permitted by the FCA Rules;
- (o) any expenses incurred in the printing and preparation (but not the dissemination) of the simplified prospectus (or any such other document which may be produced in place of the simplified prospectus including the Key Features Document or Key Investor Information Document);
- (p) any fees or expenses incurred in the winding-up of the Company, including (but not limited to) the performance of any action detailed in Section 36;
- (q) upon the retirement of the ACD, any reasonable fees or expenses incurred by the ACD in arranging for the transfer of the administration of the Company together with all books, records and other data as directed by the Company;

- (r) any fees or expenses incurred in sourcing external VAR calculations or global exposure calculations (if the Commitment Approach is adopted) where these are required;
 - (s) any fees or expenses incurred in obtaining external independent valuations of specific financial instruments for which independent valuations are not readily available, e.g. "over the counter" (OTC) derivatives and structured products;
 - (t) custody transaction charges; and
 - (u) any payments otherwise due by virtue of the FCA Rules.
- 31.2.3 Value Added Tax or similar tax relating to any charge or expense may also be payable on these charges.
- 31.2.4 Fees and expenses which may be paid out of the Scheme Property and which are attributable to a particular Sub-Fund shall be paid solely out of the Scheme Property attributable to that Sub-Fund. Expenses which are not attributable to any particular Sub-Fund shall be allocated, subject to the OEIC Regulations, between the Sub-Fund(s) on a pro rata basis in accordance with the value of each Sub-Fund.
- 31.2.5 Expenses for each Sub-Fund are allocated between income and capital in accordance with the FCA Rules and the OEIC Regulations and as specified in Appendix 1. Where expenses are allocated to income but at the end of the accounting period there is insufficient income, the shortfall may be allocated to capital in accordance with the FCA Rules and the OEIC Regulations. This may constrain capital growth.
- 31.2.6 Any third party research received in connection with investment advisory services that an Investment Manager provides to the Sub-Funds will be paid for by the Investment Manager out of its fees, as relevant in relation to each Sub-Fund, and will not be charged to the Sub-Funds.
- 31.2.7 Save as disclosed in this Prospectus, there are no maximum amounts of fees, charges and expenses borne (directly or indirectly) by Shareholders and such amounts will depend on a number of factors including, but not limited to, portfolio turnover and level of borrowings.

31.3 Depositary's Fees

- 31.3.1 As set out in Section 31.1.5, the Depositary's fees and expenses (other than custody transaction charges) are currently paid out of the annual management charge which is paid out of Scheme Property. However, where the ACD has given Shareholders not less than 60 days' notice in writing, all of the Depositary's fees and expenses as specified in this Section will be paid directly out of Scheme Property.
- 31.3.2 The Depositary receives for its own account a periodic fee which will accrue daily from the last Business Day in the preceding month to the last Business Day in each month. It is payable within seven days after the last Business Day in each month. The fee is calculated daily by reference to the value of the Sub-Fund(s). The rate of the periodic fee is agreed between the ACD and the Depositary.

- 31.3.3 These rates can be varied from time to time in accordance with the FCA Rules.
- 31.3.4 The first accrual in relation to each Sub-Fund will take place in respect of the period beginning on the day on which the first valuation of that Sub-Fund is made and ending on the last Business Day of the month in which that day falls.
- 31.3.5 In addition to the periodic fee referred to above, the Depositary shall also be entitled to be paid transaction and custody charges in relation to transaction handling and safe-keeping of the Scheme Property as follows:

Item	Range
Transaction Charges (payable out of the annual management charge)	Between £3.00 and £55.00 per transaction
Safe Custody Charges (payable out of the annual management charge)	Between 0.002% and 0.034% of the value of investments being held per annum

- 31.3.6 These charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable, and in any event not later than the last Business Day of the month when such charges arose or as otherwise agreed between the Depositary and the ACD. Custody charges accrue and are payable as agreed from time to time by the ACD and the Depositary.
- 31.3.7 Where relevant, the Depositary may make a charge for providing its services in relation to: distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions, in relation to the Company and the Sub-Fund(s) and may purchase, sell or deal in the purchase or sale of Scheme Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the Regulations.
- 31.3.8 The Depositary will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Instrument, the FCA Rules, the OEIC Regulations or by the general law.
- 31.3.9 On a winding up of the Company, a Sub-Fund or the redemption of a class of shares, the Depositary will be entitled to its pro rata fees, charges and expenses to the date of winding up, the termination, or the redemption (as appropriate) and any additional expenses necessarily realised in settling or receiving any outstanding obligations. No compensation for loss of office is provided for in the agreement with the Depositary.
- 31.3.10 Any value added tax on any fees, charges or expenses payable to the Depositary will be added to such fees, charges or expenses.
- 31.3.11 In each such case such expenses and disbursements will also be payable if incurred by any person (including the ACD or any associate or nominee

of the Depositary or of the ACD) who has had the relevant duty delegated to it pursuant to the FCA Rules by the Depositary.

- 31.3.12 Any fees payable to the ACD may be reduced or waived by the ACD at its discretion.

32. Shareholder Meetings and Voting Rights

32.1 Annual General Meeting

The Company will not hold annual general meetings.

32.2 Requisitions of Meetings

32.2.1 The ACD may requisition a general meeting at any time.

32.2.2 Shareholders may also requisition a general meeting of the Company or a Sub-Fund. A requisition by Shareholders must state the objects of the meeting, be dated, be signed by Shareholders who, at the date of the requisition, are registered as holding not less than one-tenth in value of all shares then in issue of the Company or the relevant Sub-Fund and the requisition must be deposited at the head office of the Company. The ACD must convene a general meeting no later than eight weeks after receipt of such requisition.

32.3 Notice of Quorum

Shareholders will receive at least 14 days' notice of a Shareholders' meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy. The quorum for an adjourned meeting is also two Shareholders present in person or by proxy, however if a quorum is not present from a reasonable time from the time appointed for the meeting then one person entitled to be counted in a quorum shall be a quorum. Notices of meetings and adjourned meetings will be sent to Shareholders at their registered addresses.

32.4 Voting Rights

32.4.1 At a meeting of Shareholders or a class of Shareholders of the Company or of a Sub-Fund, on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, has one vote. For joint Shareholders, the vote of the first Shareholder, or the proxy of the first Shareholder, stated in the register of Shareholders will be accepted to the exclusion of the votes of other joint Shareholders.

32.4.2 On a poll vote, a Shareholder may vote either in person or by proxy. The voting rights attaching to each share are such proportion of the voting rights attached to all the shares in issue that the price of the share bears to the aggregate price(s) of all the shares in issue at the date seven Business Days before the notice of meeting is deemed to have been served.

- 32.4.3 A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 32.4.4 Except where the FCA Rules or the Instrument of the Company require an extraordinary resolution (which needs 75% of the votes cast at the meeting to be in favour if the resolution is to be passed) any resolution will be passed by a simple majority of the votes validly cast for and against the resolution.
- 32.4.5 The ACD may not be counted in the quorum for a meeting and neither the ACD nor any associate (as defined in the FCA Rules) of the ACD is entitled to vote at any meeting of the Company or a Sub-Fund except in respect of shares which the ACD or associate holds on behalf of or jointly with a person who, if the registered Shareholder, would be entitled to vote and from whom the ACD or associate has received voting instructions. Where every Shareholder within the Company or a Sub-Fund is prohibited under COLL 4.4.8R (4) from voting, a resolution may, with the prior written agreement of the Depositary, instead be passed with the written consent of Shareholders representing 75% of the shares of the Company or relevant Sub-Fund in issue.
- 32.4.6 **Shareholders** in this context means, Shareholders on the date seven Business Days before the notice of the relevant meeting was deemed to have been served but excludes holders who are known to the ACD not to be Shareholders at the time of the meeting.

33. Class Meetings

The above provisions, unless the context otherwise requires, apply to Share Class meetings as they apply to general meetings of Shareholders. However, an extraordinary resolution will be required to sanction a variation of class rights where the change is deemed fundamental by the ACD in accordance with COLL 4.3.4 under the FCA Rules.

34. Taxation

The following summary is only intended as a general summary of United Kingdom (“UK”) tax law and HM Revenue & Customs practice, as at the date of this Prospectus, applicable to the Fund and to individual and corporate investors who are the absolute beneficial owners of a holding in the fund which is held as an investment. The summary’s applicability to, and the tax treatment of, investors will depend upon the particular circumstances of each investor (and it will not apply to persons, such as certain institutional investors, who are subject to a special tax regime). It should not be treated as legal or tax advice. Accordingly, if investors are in any doubt as to their taxation position, they should consult their professional adviser. Levels and bases of, and reliefs from, taxation are subject to change in the future.

The following is divided into sections relating to “Bond Fund” and “Equity Fund”. A “Bond Fund” is a fund which invests more than 60% of its market value in “Qualifying Investments” (at all times in each accounting period). The term “Qualifying Investments” includes money placed at interest and securities that are not shares, including but not limited to government and corporate debt securities and cash on deposit. The tax issues relating to the fund and the investors within it are treated separately in this section. It is

anticipated that the fund will for most periods be an Equity Fund for these purposes, but that depending on how it is invested it may constitute a Bond Fund for some periods.

Taxation of an Equity Fund

Taxation of Capital Gains

An Equity Fund is not subject to UK taxation on capital gains arising on the disposal of its investments. In the unlikely event that the Fund be considered to be trading in securities under tax law, and to the extent an investment is disposed in a non-distributor/reporting fund, any gains made will be treated as taxable income and not exempt gains.

Tax on income

An Equity Fund will be liable to corporation tax at a rate equal to the lower rate of income tax, currently 20%, on its income after relief for expenses (which include fees payable to the ACD and to the Depositary). Dividends and similar income distributions from UK and non-UK resident companies are generally exempt from corporation tax. Dividends and similar income distributions from UK authorised unit trusts and UK ICVCs are also generally exempt from corporation tax to the extent the underlying income derives from dividends.

Foreign dividends and similar income are generally treated as exempt for the purposes of UK corporation tax. This income may be subject to withholding tax in certain jurisdictions.

Dividend income received from certain countries are likely to be elected to be treated as taxable income in the UK in order to obtain a beneficial rate of withholding tax in the source country.

Profits from loan relationships are treated as taxable income, as for a Bond Fund.

Taxation of a Bond Fund

Taxation of Capital Gains

Bonds or loan relationships held are taxable as income (see below) and are not subject to capital gains tax. Capital gains, for example on investment in equities, (except insofar as treated as income gains - see below) accruing to a Bond Fund will be exempt from UK tax on chargeable gains.

Tax on Income

A Bond Fund will be liable to UK corporation tax at 20% on income, translated (where appropriate) into Sterling, from investments in debt, debt-related securities and cash deposits less deductible expenses. Such income will be computed according to the generally accepted accounting practice relevant to the Fund.

The total will be taxed under the Loan Relationship rules. Any income received from UK equities will be exempt from UK corporation tax.

A Bond Fund would generally be entitled to make up distribution accounts in such a way that the income distribution (including accumulations of income, which are deemed to be paid and reinvested as capital) to shareholders is treated as if it were interest for UK tax purposes. If so entitled, the Fund intends that distributions will be made in this way.

- The treatment of distributions as interest distributions for UK tax purposes is significant because:
- distributions made should be deductible for corporation tax purposes against UK taxable income.

The income, less interest distributions, expenses (including the ACD's and Depositary's fees) and any non-UK withholding taxes, is subject to UK corporation tax at a rate equal to the basic rate of income tax (currently 20%). Any corporation tax charge should not be significant.

Capital gains (except insofar as treated as accrued income gains - see above) accruing to a Bond Fund will be exempt from UK tax on chargeable gains.

Taxation of a Shareholder - Equity Fund

Income distributions

Accumulations and distributions of income ('distributions') comprise income for UK tax purposes.

UK resident individuals and (the trustees of) certain trusts liable to UK income tax will be taxable on accumulations and distributions of income.

From 6 April 2017, additional rate taxpayers are required to pay tax at 38.1% on their distributions while the rate for higher rate taxpayers is 32.5% and for basic rate taxpayers it is 7.5%. Individuals with a net adjusted income of £100,000 will also have their personal allowances reduced £1 for every £2 on the income above this limit. The personal allowance will be reduced to nil above an income level of approximately £123,000. These limits may change in the future.

Distributions to shareholders within the charge to corporation tax are deemed to comprise two elements:

- where an Equity Fund's gross income is not wholly derived from UK dividend income, part of any distribution will be deemed to be reclassified as an annual payment received by such shareholders after deduction of income tax at the basic rate, currently 20% ("deemed tax deducted"). Such shareholders will be subject to corporation tax on the grossed-up amount of the annual payments but will be entitled to the repayable deemed tax deducted; and

- the remainder, is exempt from UK corporation tax.

Details of the proportions of distributions comprising exempt income and annual payments will be shown on the tax voucher of the Equity Fund concerned.

These rules do not apply or are modified in relation to life insurance companies, in particular those with pensions and ISA business, life reinsurance business or overseas life assurance business.

Capital gains

Shareholders who are resident in the UK may be liable to UK taxation on capital gains arising from the sale or other disposal, including redemption, of shares. Individuals and certain trusts generally compute their gains by deducting from the net sale proceeds the capital gains base cost in respect of shares. The resulting gains will be taxable at the capital gains tax rate, and may be reduced by capital losses brought forward from previous tax years or losses in the year, and by annual exemptions. Exempt shareholders, which include UK charities, UK approved pension trusts, ISAs (and their individual investors), would not normally be liable to capital gains tax on their disposal of shares.

Shareholders within the charge to corporation tax are taxed on the capital gain made computed on the basis of the rules described above. They are, however, entitled to indexation allowance on the basic cost to the date of disposal. In certain cases, the “loan relationships” provisions mentioned below in relation to Bond Funds could apply.

Special rules apply to life insurance companies who beneficially own shares.

Inheritance tax

A gift by a shareholder of his shareholding in the Company or the death of a shareholder may give rise to a liability to inheritance tax, except where the shareholder is neither domiciled in the UK, nor deemed to be domiciled there under special rules relating to long residence or previous domicile in the UK. For these purposes, a transfer of a shareholding at less than the full market value may be treated as a gift.

Taxation of a Shareholder - Bond Fund

Income Distributions: Interest Distributions

Accumulations and distributions of income (‘distributions’) comprise income for UK tax purposes. Shareholders will be taxable on the amount distributed.

Additional rate taxpayers will be liable to income tax on their distributions at 45%, higher rate taxpayers at 40% (after their £500 personal savings allowance has been exhausted) and basic rate taxpayers at 20% (after their £1,000 personal savings allowance has been exhausted). There is also a 0% starting rate band for savings income of up to £5,000 for those investors who qualify for it.

Capital gains

Shareholders who are resident in the UK may be liable to UK taxation on capital gains arising from the sale or other disposal, including redemption, of shares. Individuals and certain trusts generally compute their gains by deducting from the net sale proceeds the capital gains base cost in respect of shares and will be taxable at the capital gains tax. The gain may be reduced by capital losses brought forward from previous tax years or losses in the year, and by annual exemptions. Exempt shareholders, which include UK charities, UK approved pension funds, ISAs (and their individual investors), would not normally be expected to be liable to capital gains tax on their disposal of shares.

In respect of shareholders subject to corporation tax, holdings in a Fund will be treated as holdings of loan relationships and recognised using a fair value basis of accounting (which entails movements in the value of the holdings being brought into account in each accounting period as loan relationship credits or debits). No indexation allowance or taper relief is available.

Inheritance tax

A gift by a shareholder of his shareholding in the Company or the death of a shareholder may give rise to a liability to inheritance tax, except where the shareholder is neither domiciled in the UK, nor deemed to be domiciled there under special rules relating to long residence or previous domicile in the UK. For these purposes, a transfer of a Shareholding at less than the full market value may be treated as a gift.

SDRT Stamp Duty Reserve Tax

On 30 March 2014, Schedule 19 Stamp Duty Reserve Tax (SDRT) ceased to be chargeable on dealings in shares in an OEIC. As such, the provisions relating to SDRT no longer apply. However, investors should note that should SDRT or a similar tax relating to dealings on shares in OEICs be reintroduced in the future, all such costs will be paid out of the Sub-Fund's Scheme Property and charged to capital.

However it should be noted that in the unlikely event of either of (i) third party transfer of shares or (ii) non-pro rata in specie redemptions, occurring within the Sub-Fund, SDRT may still be triggered and where applicable be charged to the investor.

Automatic Exchange of Financial Account Information

US Foreign Account Tax Compliance Act (FATCA)

The US Foreign Account Tax Compliance Act (**FATCA**) is designed to help the Internal Revenue Service (the **IRS**) combat US tax evasion. It requires financial institutions, such as the Fund (or the Sub-Fund(s)), to report on US investors or US holdings, whether or not this is relevant. Failure to comply

(or be deemed compliant) with these requirements will subject the Fund (or a Sub-Fund) to US withholding taxes on certain US-sourced income and gains. Under an intergovernmental agreement between the US and the United Kingdom, the Fund (or each Sub-Fund) may be deemed compliant, and therefore not subject to the withholding tax, if it identifies and reports US taxpayer information directly to HMRC.

Shareholders may be asked to provide additional information to the ACD to enable the Fund (or each Sub-Fund) to satisfy these obligations. Institutional Shareholders may be required to provide a Global Intermediary Identifications Number (**GIIN**). Failure to provide requested information may subject a Shareholder to liability for any resulting US withholding taxes, US tax information reporting and/or mandatory redemption, transfer or other termination of the Shareholder's interest in its shares. The Global Intermediary Identification Number for each Sub-Fund is available on request

Common Reporting Standard

The Common Reporting Standard (**CRS**) is the reporting standard approved and developed by the Organisation of Economic Co-operation and Development (OECD) in 2014, and came into force with effect from 1st January 2016. This requires financial institutions such as the Fund (or the Sub-Fund(s)), to report non-UK resident investors, other than US Persons, to other agreed jurisdictions on an annual basis. The objective of this reporting is the same as the FATCA regulations but on a worldwide basis and is based on **Residency** rather than citizenship as with the US model, and will encompass natural persons and legal entities.

35. Income equalisation

35.1 Income equalisation, as explained below, may apply in relation to the Sub-Fund(s), as detailed in Appendix 1.

35.2 Part of the purchase price of a share reflects the relevant share of accrued income received or to be received by the Sub-Fund(s). This capital sum is returned to a Shareholder with the first allocation of income in respect of a share issued during an accounting period.

35.3 The amount of income equalisation is either:

35.3.1 the actual amount of income included in the issue price of that share; or

35.3.2 is calculated by dividing the aggregate of the amounts of income included in the price of shares issued or sold to Shareholders in an annual or interim accounting period by the number of those shares and applying the resultant average to each of the shares in question.

35.4 The ACD currently uses the method outlined in Section 35.3.2 to apply income equalisation.

36. Winding up of the Company

36.1 The Company shall not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under the FCA Rules. A Sub-Fund shall not be wound up except under Part V of the Insolvency Act 1986 (as modified by Regulation 33C

of the OEIC Regulations) as an unregistered company and shall not be terminated except as under the FCA Rules.

- 36.2 Where the Company is to be wound up under the FCA Rules, or a Sub-Fund terminated, such winding up or termination may only be commenced following approval by the FCA. The FCA may only give such approval if the ACD provides a statement (following an investigation into the affairs of the Company or the Sub-Fund) either that the Company or Sub-Fund will be able to meet its liabilities within 12 months of the date of the statement or that the Company or Sub-Fund will be unable to do so. The Company may not be wound up under the FCA Rules if there is a vacancy in the position of ACD at the relevant time.
- 36.3 The Company may be wound up or a Sub-Fund may be terminated under the FCA Rules if:
- 36.3.1 an extraordinary resolution to that effect is passed by Shareholders of the Company or Sub-Fund(s) (as appropriate); or
 - 36.3.2 the period (if any) fixed for the duration of the Company or a Sub-Fund by the Instrument expires, or an event (if any) occurs on the occurrence of which the Instrument provides that the Company is to be wound up, or a Sub-Fund terminated (for example, if the share capital of the Company or Sub-Fund is below its prescribed minimum);
 - 36.3.3 on the date of effect stated in any agreement by the FCA to a request by the ACD for the winding up of the Company or the termination of a Sub-Fund;
 - 36.3.4 in the case of a Sub-Fund, on the effective date of a duly approved scheme of arrangement which is to result in the Sub-Fund ceasing to hold any scheme property; or
 - 36.3.5 on the date on which all of the Company's Sub-Fund(s) fall within 36.3.4 or have otherwise ceased to hold Scheme Property, notwithstanding that the Company may have assets and liabilities which are not attributable to any particular Sub-Fund.
- 36.4 On the occurrence of any of the above:
- 36.4.1 the parts of the FCA Rules and the Instrument relating to pricing and dealing and investment and borrowing will cease to apply to the Company or, where a Sub-Fund is being terminated, to the shares and Scheme Property of that Sub-Fund;
 - 36.4.2 the Company will cease to issue and cancel shares in the Company or Sub-Fund and the ACD shall cease to sell or redeem shares or arrange for the Company or Sub-Fund to issue or cancel them (except in respect of final cancellation);
 - 36.4.3 no transfer of a share shall be registered and no other change to the register shall be made without the sanction of the ACD;
 - 36.4.4 where the Company is being wound up, the Company shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;

- 36.4.5 the corporate status and powers of the Company and, subject to the provisions of Sections 36.4.1 to 36.4.4 above, the powers of the ACD shall remain until the Company is dissolved.
- 36.5 The ACD shall, as soon as practicable after the winding up of the Company or the termination of a Sub-Fund has commenced, arrange for all shares in issue to be cancelled, realise the assets and meet the liabilities of the Company or Sub-Fund and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up, arrange for the Depositary to make one or more interim distributions out of the proceeds remaining (if any) to Shareholders proportionately to their rights to participate in the Scheme Property. When the ACD has caused all of the Scheme Property to be realised and all of the liabilities of the Company or the Sub-Fund to be discharged, the ACD shall arrange for the Depositary to also make a final distribution to Shareholders (if any Scheme Property remains to be distributed) on or prior to the date on which the final account is sent to Shareholders of any balance remaining in proportion to the rights of their respective shares to participate in Scheme Property at the commencement of the winding up or termination.
- 36.6 As soon as reasonably practicable after completion of the winding up of the Company or the termination of a Sub-Fund the Depositary shall notify the FCA and, at the same time, the ACD or the Depositary will request the FCA to revoke the relevant authorisation order (on the winding up of the Company) or to update its records (on the termination of a Sub-Fund).
- 36.7 On completion of a winding up of the Company, or the termination of a Sub-Fund, any money (including unclaimed distributions) standing to the account of the Company (or the Sub-Fund), will be paid into court within one month of dissolution.
- 36.8 Following the completion of the winding up of the Company or the termination of a Sub-Fund, the ACD must prepare a final account showing how the winding up took place and how the Scheme Property was distributed. The auditors of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA and to each Shareholder within four months of the termination of the winding up or termination.

37. General Information

37.1 Accounting Periods

The annual accounting period of the Company ends each year on 31 January (the accounting reference date). The interim accounting period of the Sub-Fund(s) ends each year on 31 July.

37.2 Income Allocations

- 37.2.1 Allocations of income are made per the outlined dates in Appendix 1 for each Sub-Fund.
- 37.2.2 Distributions of income in respect of Income Shares of the Sub-Fund(s) are paid by BACS, in accordance with Section 37.2.3, on or before the annual income allocation date of 31 March and the interim allocation date of 30 September for all other Sub-Funds except True Potential Cautious

5 Income Fund where interim income allocation dates of 30 September, 30 June and 31 December apply.

- 37.2.3 The amount available for distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the account of the Sub-Fund(s) in respect of that period, and deducting the charges and expenses paid or payable out of income in respect of that accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the Depositary as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, transfers between the income and capital account and any other adjustments which the ACD considers appropriate after consulting the auditors.
- 37.2.4 If a distribution remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the relevant Sub-Fund(s).
- 37.2.5 Income will be distributed as a dividend payment where a Sub-Fund is deemed to be an Equity Fund or as an interest payment where a Sub-Fund is deemed to be a Bond Fund over the relevant accounting period (please see Section 34 (Taxation) for further details). The treatment of income anticipated by the ACD is given in Appendix 1, although Shareholders are advised the treatment of income will depend on the composition of assets over the accounting period. Income can only be distributed as an interest payment if the Company has held the minimum Qualifying Investments over the accounting period. Details of the treatment of income for taxation purposes over an accounting period will be given in a tax voucher sent to all Shareholders when the income is allocated.

37.3 Annual and half-yearly reports

- 37.3.1 Annual reports of the Company and the Sub-Fund(s) will be published within four months of each annual accounting period and will be available upon request. Half-yearly reports will be published within two months of each interim accounting period and will be available upon request.

37.4 Documents of the Company

- 37.4.1 The following documents may be inspected free of charge between 9.00 am and 5.00 pm every Business Day at the offices of the ACD at Newburn House, Gateway West, Newburn Riverside, Newcastle Upon Tyne, NE15 8NX :
- (a) the most recent annual and half-yearly long reports of the Company and the Sub-Fund(s);
 - (b) the Prospectus; and
 - (c) the Instrument (and any amending instrument).
- 37.4.2 The ACD may make a charge at its discretion for copies of the Instrument; however, the reports and the Prospectus are available free of charge.

- 37.4.3 Copies of the ACD agreement or any contract of service between the Company and its directors can be obtained free of charge on request from the ACD.

37.5 Notices

- 37.5.1 Notices and Documents will be sent by post to a Shareholder's registered address.
- 37.5.2 Notwithstanding the above, where shares are jointly held by two or more persons, in accordance with the FCA Rules certain documents may be sent by post only to the first named holder at his or her registered address.

37.6 Complaints

- 37.6.1 Complaints concerning the operation or marketing of the Company should be referred to the compliance officer of the ACD at Newburn House, Gateway West, Newburn Riverside, Newcastle Upon Tyne, NE15 8NX, in the first instance. If the complaint is not dealt with satisfactorily then it can be made direct to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.
- 37.6.2 A copy of the ACD's complaints handling procedure is available on request.
- 37.6.3 Making a complaint will not prejudice your rights to commence legal proceedings.
- 37.6.4 Further information regarding any compensation scheme or any other investor-compensation scheme of which the ACD or any Sub-Fund is a member (including, if relevant, membership through a branch) or any alternative arrangement provided, are also available on request.

37.7 Compensation

- 37.7.1 Under the Financial Services Compensation Scheme (FSCS), in the event of firm default your investment is protected up to the value of £85,000 per person per firm.

37.8 Telephone Recordings

- 37.8.1 Please note that the ACD may record telephone calls for training and monitoring purposes and to confirm investors' instructions. Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a period of seven years, where the ACD can identify the call. If you ask the ACD to send you a recording of a particular call, the ACD may ask for further information to help identify the exact call to which your request relates.

37.9 Best Execution

- 37.9.1 The ACD must act in the best interests of each Sub-Fund when executing decisions to deal on behalf of the relevant Sub-Fund. The ACD's order

execution policy sets out the (i) systems and controls that have been put in place and (ii) the factors which the ACD expects the Investment Manager to consider when effecting transactions and placing orders in relation to the Sub-Funds. This policy has been developed in accordance with the ACD's obligations under the Regulations to obtain the best possible result for the Company.

- 37.9.2 Details of the order execution policy are available from the ACD on request. If you have any questions regarding the policy please contact the ACD or your professional adviser.

37.10 Inducements and Soft Commission

- 37.10.1 When executing orders, or placing orders with other entities for execution, that relate to financial instruments for, or on behalf of, the Sub-Funds, an Investment Manager or the ACD (as relevant) will not accept and retain any fees, commissions or monetary benefits; or accept any non-monetary benefits, where these are paid or provided by any third party or a person acting on behalf of a third party.
- 37.10.2 The Investment Manager or ACD will return to each relevant Sub-Fund as soon as reasonably possible after receipt any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the services provided to that Sub-Fund, and disclose in the annual report the fees, commissions or any monetary benefits transferred to them.
- 37.10.3 However, the Investment Manager or ACD may accept without disclosure minor non-monetary benefits that are capable of enhancing the quality of service provided to the Sub-Fund; and of a scale and nature such that they could not be judged to impair their compliance with its duty to act honestly, fairly and professionally in the best interests of each Sub-Fund.

Appendix 1

Investment objective, policy and other details of the Sub-Fund(s)

Investment of the assets of the Sub-Fund(s) must comply with the FCA Rules and its/their own investment objective and policy. Details of the Sub-Fund(s)'s investment objectives and policies are set out overleaf together with other information including available Share Classes, charges, minimum investment levels and distribution dates. A detailed statement of the investment and borrowing restrictions applicable to the Company and its Sub-Fund(s) is contained in Appendix 2. Lists of the eligible securities and derivatives markets on which the Company and its Sub-Fund(s) may invest are contained in Appendix 4 and Appendix 5.

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

Ongoing charges figure (OCF)

The OCF provides investors with a clearer picture of the total annual costs in running a collective investment scheme and is based on the previous year's expenses. The figure may vary from year to year and it excludes the costs of buying or selling assets for the Sub-Fund (but includes transaction charges incurred by investing in any other collective investment schemes). Where there is not enough historic data available, or when historic data will not provide a reliable indication of future costs, an estimated OCF will be calculated based on the most reliable information available (OCF (Estimated)). The OCF is displayed in the Key Investor Information Document (KIID). A copy of the KIID for each Sub-Fund listed below can be provided free of charge on request.

True Potential Cautious 4

1. Name of Sub-Fund

True Potential Cautious 4

2. Investment Objective and Policy

Investment objective:

The Sub-Fund seeks to deliver long term capital growth over a rolling five-year period in excess of inflation (UK Consumer Price Index). There is no guarantee that the Sub-Fund will achieve a positive return over this, or any other, period and investors should be aware that their capital is at risk.

Investment policy:

The Sub-Fund aims to achieve the investment objective from exposure, directly or indirectly, to a diversified portfolio of investments. Although the Investment Policy of the Sub-Fund is to invest at least 50% in collective investment schemes (that themselves may invest in equities, fixed income securities and money market instruments. These collective investment schemes are unlikely to have a bias towards any particular asset class, however this remains at the investment manager's discretion), the Sub-Fund can also invest directly in closed-ended funds, exchange traded commodities, money market instruments, deposits or near cash, and exchange traded funds. The Sub-Fund will have exposure to both United Kingdom and overseas markets and may utilise derivatives and forward transactions for the purposes of efficient portfolio management.

The Sub-Fund may hold up to 100% of its Scheme Property in collective investment vehicles.

Derivatives and forward transactions may only be used for Efficient Portfolio Management. The Sub-Fund may use derivatives and forward transactions for investment purposes on the giving of 60 days' notice to shareholders. The use of derivatives for investment purposes may alter the risk profile of the Sub-Fund.

Please be aware that there is no guarantee that the Sub-Fund will meet the investment objective, deliver a positive return or that capital will be preserved.

Benchmark	UK CPI (Consumer Price Index) is a good measure of inflation and is the target set for the Sub-fund's performance to exceed over a rolling 5 year period. The ACD has selected this target benchmark as the ACD believes it best reflects the target of returns above inflation over a rolling 5 year period.
Sub-investment manager	Schroder Investment Management Limited

Classes of shares	A Income Shares A Accumulation Shares B Income Shares* B Accumulation Shares*
Currency of denomination	Pounds Sterling
Minimum initial investment	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
Minimum subsequent investment	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
Minimum withdrawal	None
Minimum holding	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
FCA Product Reference Number:	708425
ACD's preliminary charge	0%**
Redemption charge	0%**
Charge for investment research	None
Maximum annual management charge for A Share Class	1.50% per annum of funds under management
Maximum annual management charge for B Share Class	2.00% per annum of funds under management
Additional holding requirements for A Shares	Class A Shares are only available to current clients of the True Potential Investments Wealth Platform. All other investors in the Sub-Fund must hold Class B Shares. Any investor in the Sub-Fund who ceases to be a client of the True Potential Investments Wealth Platform will cease to be eligible to hold Class A Shares in the Sub-Fund.
Additional holding requirements for B Shares	None
Annual accounting date	31 January

Interim accounting date	31 July
Annual income allocation date	31 March
Interim income allocation date	30 September
Invest in any Securities Market in the United Kingdom or of a Member State of the EU or states within the EEA on which securities are admitted to Official Listing	Yes
Invest in Eligible Markets	As listed in Appendix 4 and Appendix 5
Income Equalisation	Yes, averaged
Charges and expenses taken from capital	Other than those relating directly to the purchase and sale of investments, all charges and expenses are taken from income. If at the end of an accounting period there is insufficient income, the shortfall may be allocated to capital.
Leverage through Borrowing	The Sub-Fund may borrow from eligible institutions or Approved Banks only.
Leverage through the use of Derivatives	The Sub-Fund may currently use derivatives for the purposes of Efficient Portfolio Management only. No current collateral or asset reuse arrangements are currently in place. Should the Sub-Fund(s) enter into any contracts that require the use of collateral in future, collateral will be managed in accordance with FCA Rules and guidelines issued from time to time by the European Securities and Markets Authority. A Collateral Management Policy will be implemented by the ACD before the Company enters into any transactions which require it to hold collateral from a counterparty.

*Share class not currently available for investment.

**Minimum initial and subsequent investment amounts, minimum holding requirements and the preliminary and redemption charges may be waived by the ACD at its discretion.

3. Investor Profile

Whether an investment in the Sub-Fund is appropriate will depend on the investor's own requirements and attitude to risk. The Sub-Fund is designed for investors who:

- wish to achieve long term capital growth over a rolling five-year period in excess of inflation (UK Consumer Price Index) from exposure, directly

or indirectly, to a diversified portfolio of investments using the expertise of the Investment Manager;

- are able to commit to a long-term investment in the Sub-Fund and take the risk of losing part or all of their investment capital; and
- who understand and are willing to take the risks involved in investing in the Sub-Fund (as detailed under "Risk Factors" set out in Section 29 of the Prospectus).

If you have any doubts as to whether the investment is suitable for you, please contact a financial adviser.

True Potential Cautious 5 Income

1. **Name of Sub-Fund**

True Potential Cautious 5 Income

2. **Investment Objective and Policy**

Investment objective:

The Sub-Fund seeks to deliver a total return in excess of inflation (UK Consumer Price Index) over a rolling 5 year period with a focus on income. There is no guarantee that the Sub-Fund will achieve a positive return over this, or any other, period and investors should be aware that their capital is at risk. It should be noted that the long term total return that the sub-fund seeks to achieve will be net of fees.

Investment policy:

The Sub-Fund aims to achieve the investment objective from exposure, directly or indirectly, to a diversified portfolio of investments. Although the investment policy of the Sub-Fund is to invest at least 80% in collective investment schemes (that themselves may invest in equities, fixed income securities and money market instruments. These collective investment schemes are unlikely to have a bias towards any particular asset class, however this remains at the investment manager's discretion), the Sub-Fund can also invest directly in closed-ended funds, exchange traded commodities, money market instruments, deposits or near cash, exchange traded funds. The Sub-Fund will have exposure to both United Kingdom and overseas markets and may utilise derivatives and forward transactions for the purposes of efficient portfolio management.

The Sub-Fund may also hold up to 100% of its Scheme Property in collective investment vehicles.

Derivatives and forward transactions may only be used for Efficient Portfolio Management. The Sub-Fund may use derivatives and forward transactions for investment purposes on the giving of 60 days' notice to shareholders. The use of derivatives for investment purposes may alter the risk profile of the Sub-Fund.

Please be aware that there is no guarantee that the Sub-Fund will meet the investment objective, deliver a positive return or that capital will be preserved.

Benchmark	<p>UK CPI (Consumer Price Index) is a good measure of inflation and is the target set for the Sub-fund's performance to exceed over a rolling 5 year period</p> <p>The ACD has selected this target benchmark as the ACD believes they best reflect the</p>
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	<p>target of returns above inflation over a rolling 5 year period.</p> <p>*Investors should note that prior to 27 December 2019, the target benchmark for this fund was to exceed UK CPI (Consumer Price Index) over a rolling 5 year period, together with an income target to provide an income distribution of 4% per annum.</p>
Sub-investment manager	Schroder Investment Management Limited
Classes of shares	A Income Shares A Accumulation Shares B Income Shares* B Accumulation Shares*
Currency of denomination	Pounds Sterling
Minimum initial investment	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
Minimum subsequent investment	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
Minimum withdrawal	None
Minimum holding	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
FCA Product Reference Number:	708426
ACD's preliminary charge	0% **
Redemption charge	0% **
Charge for investment research	None
Maximum annual management charge for A Share Class	1.50% per annum of funds under management
Maximum annual management charge for B Share Class	2.00% per annum of funds under management
Additional holding requirements for A Shares	Class A Shares are only available to current clients of the True Potential Investments Wealth Platform. All other investors in the

	Sub-Fund must hold Class B Shares. Any investor in the Sub-Fund who ceases to be a client of the True Potential Investments Wealth Platform will cease to be eligible to hold Class A Shares in the Sub-Fund.
Additional holding requirements for B Shares	None
Annual accounting date	31 January
Interim accounting date	31 July
Annual income allocation date	31 March
Interim income allocation date	30 June, 30 September, 31 December
Invest in any Securities Market in the United Kingdom or of a Member State of the EU or states within the EEA on which securities are admitted to Official Listing	Yes
Invest in Eligible Markets	As listed in Appendix 4 and Appendix 5
Income Equalisation	Yes, averaged
Charges and expenses taken from capital	All charges and expenses are taken from capital.
Leverage through Borrowing	The Sub-Fund may borrow from eligible institutions or Approved Banks only.
Leverage through the use of Derivatives	The Sub-Fund may currently use derivatives for the purposes of Efficient Portfolio Management only. No current collateral or asset reuse arrangements are currently in place. Should the Sub-Fund(s) enter into any contracts that require the use of collateral in future, collateral will be managed in accordance with FCA Rules and guidelines issued from time to time by the European Securities and Markets Authority. A Collateral Management Policy will be implemented by the ACD before the Company enters into any transactions which require it to hold collateral from a counterparty.

*Share class not currently available for investment.

**Minimum initial and subsequent investment amounts, minimum holding requirements and the preliminary and redemption charges may be waived by the ACD at its discretion.

3. Investor Profile

Whether an investment in the Sub-Fund is appropriate will depend on the investor's own requirements and attitude to risk. The Sub-Fund is designed for investors who:

- wish to achieve long term (five years plus) total return in excess of inflation (UK Consumer Price Index) from exposure, directly or indirectly, to a diversified portfolio of investments using the expertise of the Investment Manager;
- are able to commit to a long-term investment in the Sub-Fund and take the risk of losing part or all of their investment capital; and
- who understand and are willing to take the risks involved in investing in the Sub-Fund (as detailed under "Risk Factors" set out in Section 29 of the Prospectus).

If you have any doubts as to whether the investment is suitable for you, please contact a financial adviser.

True Potential Balanced 3

1. **Name of Sub-Fund**

True Potential Balanced 3

2. **Investment Objective and Policy**

Investment objective:

The Sub-Fund seeks to deliver long term (five years plus) capital growth and income.

Investment policy:

The Sub-Fund will seek exposure, directly or indirectly, to a diversified portfolio of investments.

This will be achieved through investment of at least 50% in other collective investment schemes and exchange traded funds that may have a bias towards multi-asset exposure (equities, fixed income securities and money market instruments) but may, at the investment manager's discretion, focus on other underlying assets from time to time. The Sub-Fund may hold up to 100% of its Scheme Property in collective investment vehicles.

The Sub-Fund may also invest directly in closed-ended funds, equities, bonds, exchange traded commodities, money market instruments, deposits, cash or near cash.

The Sub-Fund will have exposure to both United Kingdom and overseas markets. It may seek to protect capital through active asset allocation and the use of derivatives utilising Efficient Portfolio Management techniques where appropriate.

Derivatives and forward transactions may only be used for Efficient Portfolio Management. The Sub-Fund may use derivatives and forward transactions for investment purposes on the giving of 60 days' notice to shareholders. The use of derivatives for investment purposes may alter the risk profile of the Sub-Fund.

Please be aware that there is no guarantee that the Sub-Fund will meet the investment objective, deliver a positive return or that capital will be preserved.

Benchmark	<p>The Sub-Fund's performance can be assessed by comparison to the Investment Association's Mixed Investment 40-85% Shares Sector Average (as a comparator benchmark).</p> <p>The benchmark may be used as a guide to compare and assess the performance of the Sub-Fund. Our aim is to help you monitor how your investment is performing.</p> <p>The Manager believes this is an appropriate comparator benchmark, given the multi-</p>
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	<p>asset nature and relative risk profile of the Sub-Fund.</p> <p>The Sub-Fund does not use the benchmark as a target, nor is the Sub-Fund constrained by it. The mix of asset in the Sub-Fund may vary from those of the benchmark (and its constituents). Accordingly, it should be used for reference purposes only.</p>
Sub-investment manager	Schroder Investment Management Limited
Classes of shares	A Income Shares A Accumulation Shares B Income Shares* B Accumulation Shares*
Currency of denomination	Pounds Sterling
Minimum initial investment	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
Minimum subsequent investment	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
Minimum withdrawal	None
Minimum holding	£1 for A Income Shares £1 for A Accumulation Shares £100,000 for B Income Shares* £100,000 for B Accumulation Shares*
FCA Product Reference Number:	669887
ACD's preliminary charge	0% **
Redemption charge	0% **
Charge for investment research	None
Maximum annual management charge for A Share Class	1.50% per annum of funds under management
Maximum annual management charge for B Share Class	2.00% per annum of funds under management

Additional holding requirements for A Shares	Class A Shares are only available to current clients of the True Potential Investments Wealth Platform. All other investors in the Sub-Fund must hold Class B Shares. Any investor in the Sub-Fund who ceases to be a client of the True Potential Investments Wealth Platform will cease to be eligible to hold Class A Shares in the Sub-Fund.
Additional holding requirements for B Shares	None
Annual accounting date	31 January
Interim accounting date	31 July
Annual income allocation date	31 March
Interim income allocation date	30 September
Invest in any Securities Market of a Member State of the EU or states within the EEA on which securities are admitted to Official Listing	Yes
Invest in Eligible Markets	As listed in Appendix 4 and Appendix 5
Income Equalisation	Yes, averaged
Charges and expenses taken from capital	All charges and expenses are taken from capital.
Leverage through Borrowing	The Sub-Fund may borrow from eligible institutions or Approved Banks only.
Leverage through the use of Derivatives	The Sub-Fund may currently use derivatives for the purposes of Efficient Portfolio Management only. No current collateral or asset reuse arrangements are currently in place. Should the Sub-Fund(s) enter into any contracts that require the use of collateral in future, collateral will be managed in accordance with FCA Rules and guidelines issued from time to time by the European Securities and Markets Authority. A Collateral Management Policy will be implemented by the ACD before the Company enters into any transactions which require it to hold collateral from a counterparty.

*Share class not currently available for investment.

****Minimum initial and subsequent investment amounts, minimum holding requirements and the preliminary and redemption charges may be waived by the ACD at its discretion.**

3. Investor Profile

Whether an investment in the Sub-Fund is appropriate will depend on the investor's own requirements and attitude to risk. The Sub-Fund is designed for investors who:

- want to achieve long term capital growth and income from exposure, directly or indirectly, to a diversified portfolio of investments including equities, fixed interest and cash (and other asset classes as stated in the Investment Objective and Policy) using the expertise of the Investment Manager;
- are able to commit to a long-term investment in the Sub-Fund and take the risk of losing part or all of their investment capital; and
- who understand and are willing to take the risks involved in investing in the Sub-Fund (as detailed under "Risk Factors" set out in Section 29 of the Prospectus).

If you have any doubts as to whether the investment is suitable for you, please contact a financial adviser.

Appendix 2

Investment and borrowing powers of the Company and the Sub-Fund(s)

1. Investment and borrowing powers of the Company and the Sub-Fund(s)

These restrictions apply to the Company and its Sub-Fund(s). In this Appendix 2 **Scheme Property** means the property of each Sub-Fund.

Investment restrictions

The Scheme Property will be invested with the aim of achieving the investment objective of the Sub-Fund(s) but subject to the limits on investment set out in the FCA Rules and the Sub-Fund(s) investment policies.

Generally the Sub-Fund(s) will invest in the investments to which it is dedicated including approved securities which are transferable securities admitted to or dealt on a regulated market or in a market in the United Kingdom or an EEA State which is regulated, operates regularly and is open to the public, units in collective investment schemes, warrants, derivatives and forward transactions, money market instruments and deposits.

Except where the investment policy of a Sub-Fund permits otherwise, derivatives and forward transactions will only be used by the Sub-Fund(s) for Efficient Portfolio Management purposes.

The investment objective and policy of the Sub-Fund(s) are subject to the limits on investment under chapter 5 of the FCA Rules applicable to UCITS Schemes, which are summarised below. The ACD must ensure that, taking account of the investment objective and the investment policy of the Sub-Fund(s), the Sub-Fund's investments provide a prudent spread of risk.

2. Transferable securities and money market instruments

2.1 Types of transferable security

2.1.1 A transferable security is an investment which is a share, a debenture, an alternative debenture, a government and public security, a warrant, or a certificate representing certain securities (as such terms are defined in the FCA Rules).

2.1.2 An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.

2.1.3 In applying paragraph 2.1.2 to an investment which is issued by a body corporate, and which is a share or a debenture (as such terms are defined in the FCA Rules), the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.

2.1.4 An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

2.2 Criteria for investment in transferable securities

2.2.1 The Sub-Fund(s) may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:

- (a) the potential loss which that Sub-Fund may incur with respect to holding the transferable security is limited to the amount paid for it;
- (b) its liquidity does not compromise the ACD's ability to comply with its obligations to redeem shares at the request of any qualifying Shareholder;
- (c) reliable valuation is available for it as follows:
 - (i) in the case of a transferable security admitted to or dealt in on an eligible market (see further paragraph 2.11 below for an explanation of eligible market) where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;
 - (ii) in the case of a transferable security not admitted to or dealt in on an eligible market, where there is a valuation on a periodic basis which is derived from information from the issuer of the transferable security or from competent investment research;
- (d) appropriate information is available for it as follows:
 - (i) in the case of a transferable security admitted to or dealt in on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the transferable security;
 - (ii) in the case of a transferable security not admitted to or dealt in on an eligible market where there is regular and accurate information available to the ACD on the transferable security or, where relevant, on the portfolio of the transferable security;
- (e) it is negotiable; and
- (f) its risks are adequately captured by the risk management process of the ACD.

2.2.2 Unless there is information available to the ACD that would lead to a different determination, a transferable security which is admitted to or dealt in on an eligible market shall be presumed:

- (a) not to compromise the ability of the ACD to comply with its obligations to redeem shares at the request of any qualifying Shareholder; and

- (b) to be negotiable.

2.3 Closed-ended funds constituting transferable securities

A unit in a closed-ended fund shall be taken to be a transferable security for the purposes of investment by the Sub-Fund, provided it fulfils the criteria for transferable securities set out in paragraph 2.2 above and either:

2.3.1 where the closed-ended fund is constituted as an investment company or a unit trust:

- (a) it is subject to corporate governance mechanisms applied to companies; and
- (b) where another person carries out asset management activity on its behalf that person is subject to national regulation for the purpose of investor protection; or

2.3.2 where the closed-ended fund is constituted under the law of contract:

- (a) it is subject to corporate governance mechanisms equivalent to those applied to companies; and
- (b) it is managed by a person who is subject to national regulation for the purpose of investor protection.

2.4 Transferable securities linked to other assets

2.4.1 The Sub-Fund may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by the Sub-Fund provided the investment:

- (a) fulfils the criteria for transferable securities set out in paragraph 2.2 above; and
- (b) is backed by or linked to the performance of other assets which may differ from those in which the Sub-Fund can invest.

2.4.2 Where an investment in paragraph 2.4.1 contains an embedded derivative component, the requirements of this Appendix and the FCA Rules with respect to derivatives and forwards will apply to that component.

2.5 Approved money market instruments

An approved money market instrument is a money market instrument which is normally dealt in on the money market, is liquid and has a value which can be accurately determined at any time.

2.6 A money market instrument shall be regarded as normally dealt in on the money market if it:

2.6.1 has a maturity at issuance of up to and including 397 days;

2.6.2 has a residual maturity of up to and including 397 days;

- 2.6.3 undergoes regular yield adjustments in line with money market conditions at least every 397 days; or
 - 2.6.4 has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in paragraphs 2.6.1 or 2.6.2 or is subject to yield adjustments as set out in paragraph 2.6.3.
- 2.7 A money market instrument shall be regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the obligation of the ACD to redeem shares at the request of any qualifying Shareholder.
- 2.8 A money market instrument shall be regarded as having a value which can be accurately determined at any time if accurate and reliable valuation systems, which fulfil the following criteria, are available:
- 2.8.1 enabling the ACD to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and
 - 2.8.2 based either on market data or on valuation models including systems based on amortised costs.
- 2.9 A money market instrument that is normally dealt in on the money market and is admitted to or dealt in on an eligible market shall be presumed to be liquid and have a value which can be accurately determined at any time unless there is information available to the ACD that would lead to a different determination.
- 2.10 Transferable securities and money market instruments generally to be admitted to or dealt in on an eligible market
- 2.10.1 Transferable securities and money market instruments held within the Sub-Fund(s) must be:
 - (a) admitted to or dealt in on an eligible market as described in paragraph 2.11.2(a); or
 - (b) dealt in on an eligible market within 2.11.2(b); or
 - (c) admitted to or dealt in on an eligible market as described in paragraph 2.11.3; or
 - (d) for an approved money market instrument not admitted to or dealt in on an eligible market, within paragraph 2.12.1; or
 - (e) recently issued transferable securities provided that:
 - (i) the terms of issue include an undertaking that application will be made to be admitted to an eligible market; and
 - (ii) such admission is secured within a year of issue.

2.10.2 The Sub-Fund(s) may invest up to 10% of its Scheme Property in investments in transferable securities or money market instruments other than those referred to in paragraph 2.10.1 above.

2.11 Eligible markets regime

2.11.1 To protect investors the markets in which investments of the Sub-Fund(s) are dealt in or traded on should be of an adequate quality (**eligible**) at the time of acquisition of the investment and until it is sold. Where a market ceases to be eligible, investments on that market cease to be approved securities. The 10% restriction in paragraph 2.10.2 above on investment in non-approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as an inadvertent breach.

2.11.2 A market is eligible for the purposes of the FCA Rules if it is:

- (a) a regulated market (as defined in the FCA Rules); or
- (b) a market in the United Kingdom or an EEA state which is regulated, operates regularly and is open to the public.

2.11.3 A market not falling within paragraph 2.11.2 is eligible for the purposes of the FCA Rules if:

- (a) the ACD after consultation with and notification to the Depositary decides that market is appropriate for investment of, or dealing in the Scheme Property;
- (b) the market is included in a list in the Prospectus; and
- (c) the Depositary has taken reasonable care to determine that adequate custody arrangements can be provided for the investment dealt in on that market; and all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

2.11.4 In paragraph 2.11.3(a) a market must not be considered appropriate unless it is regulated, operates regularly, is recognised as a market or exchange or as a self-regulating organisation by an overseas regulator, is open to the public, is adequately liquid, and has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors.

2.11.5 The eligible securities and derivatives markets for the Sub-Fund(s) are set out in Appendix 4 and Appendix 5. New eligible securities markets may be added to the existing list in accordance with the FCA Rules governing approvals and notifications.

2.12 Money market instruments with a regulated issuer

2.12.1 In addition to instruments admitted to or dealt in on an eligible market, the Sub-Fund(s) may invest in an approved money-market instrument provided it fulfils the following requirements:

- (a) the issue or the issuer is regulated for the purposes of protecting investors and savings; and
- (b) the instrument is issued or guaranteed in accordance with paragraph 2.13.

2.12.2 The issue or the issuer of a money market instrument other than one dealt in on an eligible market, shall be regarded as regulated for the purposes of protecting investors and savings if:

- (a) the instrument is an approved money market instrument;
- (b) appropriate information is available for the instrument (including information which allows an appropriate assessment of the credit rates risks related to investments in it) in accordance with paragraph 2.14 below; and
- (c) the instrument is freely transferable.

2.13 Issuers and guarantors of money market instruments

2.13.1 The Sub-Fund(s) may invest in an approved money market instrument if it is:

- (a) issued or guaranteed by any one of the following:
 - (i) a central authority of the United Kingdom or an EEA state or if the EEA state is a federal state, one of the members making up the federation;
 - (ii) a regional or local authority of the United Kingdom or an EEA state;
 - (iii) the Bank of England, the European Central Bank or a central bank of an EEA state;
 - (iv) the EU or the European Investment Bank;
 - (v) a non-EEA state, or in the case of a federal state one of the members making up the federation; or
 - (vi) a public international body to which the United Kingdom or one or more EEA states belong;
- (b) issued by a body, any securities of which are dealt in on an eligible market; or
- (c) issued or guaranteed by an establishment which is:
 - (i) subject to prudential supervision in accordance with criteria defined by UK or EU law; or
 - (ii) an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or EU law.

- 2.13.2 An establishment shall be considered to satisfy the requirement in paragraph 2.13.1(c)(ii) if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria:
- (a) it is located in the EEA;
 - (b) it is located in an OECD country belonging to the Group of Ten;
 - (c) it has at least one investment grade rating;
 - (d) on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by UK or EU law.

2.14 Appropriate information for money market instruments

2.14.1 In the case of an approved money market instrument within paragraph 2.13.1(b) or issued by a body referred to in the FCA Rules at COLL 5.2.10EG; or which is issued by an authority within paragraph 2.13.1(a)(ii) or a public international body within paragraph 2.13.1(a)(iv), but is not guaranteed by a central authority within paragraph 2.13.1(a)(i), the following information must be available:

- (a) information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;
- (b) updates of that information on a regular basis and whenever a significant event occurs; and
- (c) available and reliable statistics on the issue or the issuance programme.

2.14.2 In the case of an approved money market instrument issued or guaranteed by an establishment within paragraph 2.13.1(c) the following information must be available:

- (a) information on the issue or the issuance programme or on the legal and financial situation of the issuer prior to the issue of the instrument;
- (b) updates of that information on a regular basis and whenever a significant event occurs; and
- (c) available and reliable statistics on the issue or the issuance programme, or other data enabling an appropriate assessment of the credit risks related to investment in those instruments.

2.14.3 In the case of an approved money market instrument within paragraphs 2.13.1(a)(i), (iv) or (v) or which is issued by an authority within paragraph 2.13.1(a)(ii) or a public international body within paragraph 2.13.1(a)(vi) and is guaranteed by a central authority within paragraph 2.13.1(a)(i) information must be available on the issue or the

issuance programme, or on the legal and financial situation of the issuer prior to the issue of the instrument.

3. Spread limits

- 3.1 This paragraph with the exception of paragraph 3.10, does not apply in respect of a transferable security or an approved money market instrument to which paragraph 4 applies. For the purposes of this paragraph a "single body" bears the meaning as set out in the FCA Rules.
- 3.2 Not more than 20% in value of the Scheme Property can consist of deposits with a single body.
- 3.3 Not more than 5% in value of the Scheme Property can consist of transferable securities or approved money market instruments issued by any single body.
- 3.4 The limit of 5% in paragraph 3.3 is raised to 10% in respect of up to 40% in value of the Scheme Property, covered bonds need not be taken into account for the purpose of applying the limit of 40%.
- 3.5 The limit of 5% in paragraph 3.3 is raised to 25% in respect of covered bonds, provided that where more than 5% of the Scheme Property is invested in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% of the value of the Scheme Property.
- 3.6 In applying paragraphs 3.4 and 3.5 certificates representing certain securities are to be treated as equivalent to the underlying security.
- 3.7 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Scheme Property (which is raised to 10% when the counterparty is an approved bank).
- 3.8 Not more than 20% in value of the Scheme Property can consist of transferable securities and approved money market instruments issued by the same group.
- 3.9 Not more than 20% in value of the Scheme Property can consist of the units of any one collective investment scheme.
- 3.10 In applying the limits in paragraphs 3.2, 3.3, 3.4, 3.6 and 3.7 in relation to a single body, and subject to 3.5, not more than 20% in value of the Scheme Property can consist of any combination of two or more of the following:
 - 3.10.1 transferable securities (including covered bonds) or approved money market instruments issued by that body; or
 - 3.10.2 deposits made with that body; or
 - 3.10.3 exposures from OTC derivatives transactions made with that body.
- 3.11 The ACD must ensure that counterparty risk arising from an OTC derivative transaction is subject to the limits set out in paragraphs 3.7 and 3.10.
- 3.12 When calculating the exposure of a Sub-Fund to a counterparty in accordance with the limits in paragraph 3.7, the ACD must use the positive mark-to-market value of the OTC derivative contract with that counterparty.

- 3.13 The ACD may net the OTC derivative positions of a UCITS scheme with the same counterparty, provided:
- 3.13.1 it is able legally to enforce netting agreements with the counterparty on behalf of the Sub-Fund; and
 - 3.13.2 the netting agreements in paragraph 3.13.1 do not apply to any other exposures the Sub-Fund may have with that same counterparty.
- 3.14 The ACD may reduce the exposure of the Sub-Fund's investments to a counterparty to an OTC derivative transaction through the receipt of collateral. Collateral received must be sufficiently liquid so that it can be sold quickly at a price that is close to its pre-sale valuation.
- 3.15 The ACD must take collateral into account in calculating exposure to counterparty risk in accordance with the limits in paragraph 3.17 when it passes collateral to the counterparty to an OTC derivative transaction on behalf of the Sub-Fund.
- 3.16 Collateral passed in accordance with paragraph 3.15 may be taken into account on a net basis only if the ACD is able legally to enforce netting arrangements with this counterparty on behalf of the Sub-Fund.
- 3.17 The ACD must calculate the issuer concentration limits referred to paragraph 3.7 on the basis of the underlying exposure created through the use of OTC derivatives in accordance with the commitment approach.
- 3.18 In relation to exposures arising from OTC derivative transactions, as referred to in paragraph 3.10, the ACD must include in the calculation any counterparty risk relating to the OTC derivative transactions.

4. Government and Public Securities

- 4.1 This Section applies in respect of a transferable security or an approved money-market instrument ("such securities") that is issued by (or on behalf of) or guaranteed by:
- (a) the government of the United Kingdom, the Scottish Administration, the Executive Committee of the Northern Ireland Assembly, the National Assembly of Wales;
 - (b) the government of any country or territory outside the United Kingdom;
 - (c) a local authority in the United Kingdom or elsewhere;
 - (d) the government of any country or territory outside the United Kingdom; or
 - (e) a public international body to which the United Kingdom or one or more EEA States belong.
- 4.2 Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities in any one issue.

- 4.3 More than 35% of the Scheme Property may be invested in such securities issued by or on behalf of or guaranteed by a single named issuer which may be one of the following: the Governments of the United Kingdom and of a member state of the European Union or EEA (i.e. Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden); or by or on behalf of the Governments of Australia, Canada, Japan, New Zealand, Switzerland or the United States of America.
- 4.4 The ACD has consulted with the Depositary and considers that the issuers named in paragraph 4.2 above are ones which are appropriate in accordance with the investment objectives of the Sub-Fund(s) set out in Appendix 1. If more than 35% in value of the Scheme Property is invested in government and public securities issued by any one issuer, no more than 30% in value of the Scheme Property may consist of such securities of any one issue and the Scheme Property must include at least six different issues whether of that issuer or another issuer.

5. Collective Investment Schemes

- 5.1 Except where the investment policy of the Sub-Fund(s) is inconsistent with this, up to 100% in value of Scheme Property may be invested in units or shares in other collective investment schemes (hereafter a **second scheme**) although not more than 20% in value of the Scheme Property is to consist of the units or shares of any one second scheme.
- 5.2 Investment may be made in a second scheme managed by the ACD or an associate of the ACD, including in another Sub-Fund (hereafter a **second Sub-Fund**).*
- 5.3 No more than 30% of the Scheme Property may be invested in second schemes under 5.4.2 to 5.4.5.
- 5.4 Any second scheme must either:
- 5.4.1 be a UCITS scheme or satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive (Directive 2009/65/EC); or
 - 5.4.2 be a recognised scheme under the provisions of Section 272 of the Act that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided it complies with the requirements of Article 50(1)(e) of the UCITS Directive); or
 - 5.4.3 be authorised as a non-UCITS retail scheme provided it complies with the requirements of Article 50(1)(e) of the UCITS Directive; or
 - 5.4.4 the scheme is authorised in an EEA state provided it complies with the requirements of Article 50(1)(e) of the UCITS Directive; or
 - 5.4.5 the scheme is authorised by the competent authority of an OECD member country (other than an EEA state) which has: or
 - (a) signed the IOSCO Multilateral Memorandum of Understanding; and
 - (b) approved the scheme's management company, rules and depositary/custody arrangements,

provided the requirements of Article 50(1)(e) of the UCITS Directive are met;

and the second scheme must satisfy all of the following conditions:

- 5.4.6 it complies with certain restrictions set out in the FCA Rules including restrictions designated to avoid double charging as set out at COLL 5.2.15R and 5.2.16R;* and
 - 5.4.7 it is a scheme which has terms which prohibit more than 10% in value of the scheme property consisting of units or shares in collective investment schemes; and
 - 5.4.8 where the second scheme is an umbrella paragraphs 5.4.6 and 5.4.7 and 3 apply to each sub fund as if it were a separate scheme.
- 5.5 Subject to the limits specified in 5.1, investment may be made in eligible second schemes, which are managed or operated by the ACD (or one of its associates) or a second Sub-Fund. However, where such an investment or disposal of units or shares is made and there is a charge in respect of such investment or disposal, the ACD must pay the relevant Sub-Fund the amount referred to in either paragraph 5.6 or paragraph 5.7 within four Business Days following the date of the agreement to invest or dispose.
- 5.6 When an investment is made, the amount referred to in paragraph 5.5 is either:
- 5.6.1 any amount by which the consideration paid by Sub-Fund for the units or shares in the second scheme or second Sub-Fund exceeds the price that would have been paid for the benefit of the second scheme or second Sub-Fund had the units or shares been newly issued or sold by it; or
 - 5.6.2 if such price cannot be ascertained by the ACD, the maximum amount of any charge permitted to be made by the seller of units or shares in the second scheme or second Sub-Fund.
- 5.7 When a disposal is made, the amount referred to in paragraph 5.6 is any charge made for the account of the authorised fund manager or operator of the second scheme (or, in relation to a second Sub-Fund, the ACD) or an associate of any of them in respect of the disposal.
- 5.8 A Sub-Fund may invest in or dispose of the shares in a second Sub-Fund only if the conditions in COLL 5.2.30R(2) are satisfied.
- 6. Warrants and nil and partly paid securities**
- 6.1 Warrants may only be held if it is reasonably foreseeable there will be no change to the Scheme Property between the acquisition of the warrant and its exercise and the rights conferred by the proposed warrant and all other warrants forming part of the Scheme Property at the time of the acquisition of the proposed warrant will be exercised and that the exercise of the rights conferred by the warrants will not contravene the FCA Rules.
- 6.2 Securities on which any sum is unpaid may be held provided that it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid

could be paid by the Sub-Fund(s) at any time when the payment is required without contravening the FCA Rules.

- 6.3 A warrant may not be included in the Scheme Property unless it is listed on an eligible securities market.

7. Deposits

Up to 20% in value of the Scheme Property can consist of deposits with a single body. A Sub-Fund may only invest in deposits with an Approved Bank and which are repayable on demand, or have the right to be withdrawn, and maturing in no more than 12 months.

8. Derivatives: General

- 8.1 Except where the investment policy of a Sub-Fund permits otherwise, derivatives may be used by the Sub-Fund(s) for Efficient Portfolio Management purposes only. The NAV of the Sub-Fund(s), which are permitted to use derivatives for investment purposes, could potentially be more volatile; however, it is the Investment Manager's intention that the Sub-Fund(s), owing to their portfolio composition or the portfolio management techniques used, will not have volatility over and above the general market volatility of the markets of their underlying investments.

- 8.2 The use of derivatives for Efficient Portfolio Management is not intended to increase the risk profile of the Sub-Fund(s). However to the extent that derivatives are used for investment purposes, the overall risk of loss to the Sub-Fund(s) may be increased. Please also see "Risk Factors" above.

- 8.3 The Sub-Fund(s) may make use of a variety of derivative instruments in accordance with the FCA Rules.

- 8.4 A transaction in derivatives or a forward transaction cannot be effected for the Sub-Fund(s) unless:

8.4.1 it is a permitted derivatives and forward transaction (broadly a derivative must be effected on or under the rules of any eligible derivatives market and have underlying consisting of any or all of the following; transferable securities, approved money market instruments, deposits, permitted derivatives, permitted collective investment schemes, permitted financial indices, interest rates, foreign exchange rates, currencies); and

8.4.2 it is covered as required by the FCA Rules at COLL 5.3.3AR.

- 8.5 The exposure to the underlying assets must not exceed the limits in paragraph 3 and paragraph 4 except as provided in paragraph 8.7.

- 8.6 Where a transferable security or approved money market instrument embeds a derivative this must be taken into account for the purposes of complying with these investment restrictions.

- 8.7 A transferable security or an approved money market instrument will embed a derivative if it contains a component which fulfils the following criteria:

- 8.7.1 by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or approved money market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a standalone derivative;
 - 8.7.2 the economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
 - 8.7.3 it has a significant impact on the risk profile and pricing of the transferable security or approved money market instrument.
- 8.8 A transferable security or an approved money market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money market instrument. That component shall be deemed to be a separate instrument.
- 8.9 If a Sub-Fund invests in an index-based derivative provided the relevant index falls within the FCA Rules at COLL 5.6.20AR (Financial indices underlying derivatives) the underlying constituents of the index do not have to be taken into account for the purposes of paragraphs 3 and 4 above, provided the ACD takes account of the requirements for a prudent spread of risk.
- 8.10 A derivative or forward transaction which will or could lead to the delivery of property for the account of the Sub-Fund(s) may be entered into only if:
- 8.10.1 that property can be held for the account of the Sub-Fund(s); and
 - 8.10.2 the ACD, having taken reasonable care, determines that delivery of the property under the transaction will not occur or will not lead to a breach of the FCA Rules.
- 8.11 No agreement by or on behalf of a Sub-Fund to dispose of property or rights (except for a deposit) may be made unless:
- 8.11.1 the obligation to make the disposal and any other similar obligation could immediately be honoured by the Sub-Fund by delivery of property or the assignment of rights; and
 - 8.11.2 the property and rights at paragraph 8.10.1 are owned by the Sub-Fund at the time of the agreement.
- 9. Permitted Transactions (Derivatives and Forwards)**
- 9.1 A transaction in a derivative must:
- 9.1.1 be in an approved derivative; or
 - 9.1.2 be an OTC derivative which complies with paragraph 9.5 and:
- 9.2 In addition:

- 9.2.1 the underlying must consist of any or all of the following to which the scheme is dedicated: transferable securities; approved money-market instruments; permitted deposits; permitted derivatives; permitted collective investment scheme units; certain financial indices; interest rates; foreign exchange rates and currencies;
- 9.2.2 the exposure to the underlying must not exceed the limits set out at paragraphs 3 and 4 above.
- 9.3 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market. A derivatives transaction must not cause the Sub-Fund(s) to diverge from its investment objectives as stated in the Instrument and the most recently published prospectus and must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, approved money market instruments, collective investment scheme units or derivatives.
- 9.4 Any forward transaction must be with an eligible institution or an approved bank.
- 9.5 A Sub-Fund may not undertake transactions in derivatives of commodities.
- 9.6 A derivative includes an instrument which fulfils the following criteria:
 - 9.6.1 it allows the transfer of the credit risk of the underlying independently from the other risks associated with that underlying;
 - 9.6.2 it does not result in the delivery or the transfer of assets other than those referred to in COLL 5.2.6A R (UCITS schemes: permitted types of scheme property) including cash;
 - 9.6.3 in the case of an OTC derivative, it complies with the requirements in COLL 5.2.23 R (OTC transactions in derivatives);
 - 9.6.4 its risks are adequately captured by the risk management process of the ACD, and by its internal control mechanisms in the case of risks of asymmetry of information between the ACD and the counterparty to the derivative, resulting from potential access of the counterparty to non-public information on persons whose assets are used as the underlying by that derivative.
- 9.7 OTC transactions in under this paragraph 9.5 must be:
 - 9.7.1 with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is:
 - (a) an eligible institution or an approved bank; or
 - (b) a person whose permission (including any requirements or limitations), as published in the FCA Register, or whose Home State authorisation, permits it to enter into the transaction as principal off-exchange;
 - 9.7.2 on approved terms; the terms of the transaction in derivatives are approved only if the ACD:

- (a) carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and
 - (b) can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value;
- 9.7.3 capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:
- (a) on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or
 - (b) if the value referred to in (a) is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
- 9.7.4 subject to verifiable valuation; a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:
- (a) an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the ACD is able to check it; or
 - (b) a department within the ACD which is independent from the department in charge of managing the scheme property and which is adequately equipped for such a purpose.

10. Financial Indices underlying derivatives

- 10.1 The financial indices referred to in paragraph 9.2.1 are those where the index is sufficiently diversified, it represents an adequate benchmark for the market to which it refers, and the index is published in an appropriate manner.
- 10.2 A financial index is sufficiently diversified if:
- 10.2.1 it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;
 - 10.2.2 where it is composed of assets in which the Sub-Fund is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in this Appendix; and
 - 10.2.3 where it is composed of assets in which the Sub-Fund cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this Appendix.

- 10.3 A financial index represents an adequate benchmark for the market to which it refers if:
- 10.3.1 it measures the performance of a representative group of underlyings in a relevant and appropriate way;
 - 10.3.2 it is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers, following criteria which are publicly available; and
 - 10.3.3 the underlyings are sufficiently liquid, allowing users to replicate it if necessary.
- 10.4 A financial index is published in an appropriate manner if:
- 10.4.1 its publication process relies on sound procedures to collect prices, and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and
 - 10.4.2 material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.
- 10.5 Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to paragraph 9.2.1 be regarded as a combination of those underlyings.
- 10.6 If the composition of an index is not sufficiently diversified in order to avoid undue concentration, its underlying assets should be combined with the other assets of the Sub-Fund when assessing compliance with the requirements on cover for transactions in derivatives and forward transactions set out in this Appendix.
- 10.7 In order to avoid undue concentration, where derivatives on an index composed of assets in which a UCITS scheme cannot invest are used to track or gain high exposure to the index, the index should be at least diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this Section.
- 10.8 If derivatives on that index are used for risk-diversification purposes, provided that the exposure of the Company to that index complies with the 5%, 10% and 40% ratios as set out in paragraph 3, there is no need to look at the underlying components of that index to ensure that it is sufficiently diversified.

11. Cover for transactions in derivatives and forward transactions

- 11.1 The ACD must ensure that each Sub-Fund's global exposure relating to derivatives and forwards transactions held for that Sub-Fund may not exceed the net value of its Scheme Property.
- 11.2 The ACD must calculate the Sub-Fund(s) global exposure on at least a daily basis. For the purposes of this paragraph, exposure must be calculated taking into account

the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

- 11.3 The ACD must calculate the global exposure of any UCITS scheme it manages using either the commitment approach or the value at risk (VaR) approach. The commitment approach measures the incremental exposure and leverage generated through the use of derivatives and forward transactions. VaR measures the maximum expected loss at a given confidence level over a specified period of time.
- 11.4 There are two approaches to VaR: Absolute VaR and Relative VaR. For the Absolute VaR approach, a limit is set as a percentage of the Net Asset Value of the sub-fund. The limit is 20% or less of the Net Asset Value (based upon a 1 month holding period with a 99% one-tailed confidence interval). For the Relative VaR approach, a limit is set as a multiple of the VaR of a reference portfolio. The limit is twice or less of the reference portfolio (based upon a 1 month holding period with a 99% one-tailed confidence interval).
- 11.5 The table below sets of the method of calculating global exposure, and the expected levels of gross leverage (for VaR funds) as a percentage of Net Asset Value.

Please note: Gross leverage figures are not a true reflection of risk. The expected levels given below are for illustrative purposes only and are not limits. In particular, the figure given in the column ‘Higher expected gross leverage level’ is not a maximum figure and the level of gross leverage may exceed this figure. The level of leverage and expectations may vary over time.

Sub-Fund	Global exposure method	Typical expected gross leverage level (%)	Higher expected gross leverage level (%)
True Potential Cautious 4	Absolute VaR	100	110
True Potential Cautious 5 Income	Absolute VaR	100	110
True Potential Balanced 3	Absolute VaR	100	110

12. Significant influence

(Please note that this paragraph applies at the level of the Company only.)

- 12.1 The Company must not acquire transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if:
- 12.1.1 immediately before the acquisition, the aggregate of any such securities held by the Company gives the Company power significantly to influence the conduct of business of that body corporate; or
- 12.1.2 the acquisition gives the Company that power.

12.2 For the purpose of 12.1 the Company is to be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held by it, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).

13. Concentration limits

(Please note that this paragraph applies at the level of the Company only.)

13.1 The Company:

13.1.1 must not acquire transferable securities (other than debt securities) which do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and represent more than 10% of those securities issued by that body corporate;

13.1.2 must not acquire more than 10% of the debt securities issued by any single body;

13.1.3 must not acquire more than 25% of the units in a collective investment scheme;

13.1.4 must not acquire more than 10% of the approved money market instruments issued by any single body.

13.2 However, the Company need not comply with the limits in paragraphs 13.1.2, 13.1.3 and 13.1.4 above if, at the time of the acquisition, the net amount in issue of the relevant investment cannot be calculated.

14. General

14.1 Underwriting and sub-underwriting contracts and placings may also, subject to certain conditions set out in the FCA Rules, be entered into for the account of the Sub-Fund(s).

14.2 Cash or near cash may be retained in the Scheme Property to enable the pursuit of the investment objective; or for redemption of shares in the Sub-Fund(s); or efficient management of the Sub-Fund(s) in accordance with its investment objective or for a purpose which may reasonably be regarded as ancillary to the investment objective of the Sub-Fund(s).

14.3 The Company or the Depositary on behalf of the Company must not provide any guarantee or indemnity in respect of the obligation of any person and none of the property of the Company may be used to discharge any obligation arising under a guarantee or indirectly with respect to the obligation of any person.

14.4 Paragraph 12.3 does not apply to guarantees or indemnities specified in COLL 5.5.9(3)R.

15. Immovable property

No Sub-Fund will maintain an interest in immovable property or tangible movable property.

16. Stocklending

The Sub-Fund(s) may not enter into stocklending transactions.

17. Borrowing and lending powers

17.1 The Company may, subject to the FCA Rules, borrow money from an eligible institution or an Approved Bank for the use of the Company or a Sub-Fund on the terms that the borrowing is to be repayable out of the Scheme Property.

17.2 The ACD must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the Scheme Property. Borrowing must be on a temporary basis and not persistent and against these criteria the ACD must have regard to:

17.2.1 the duration of any period of borrowing, and

17.2.2 the number of occasions on which resort is had to borrowing in any period.

17.3 No period of borrowing should exceed three months without the prior consent of the Depositary which may only be given on such conditions as appear appropriate to the Depositary to ensure that borrowing does not cease to be on a temporary basis only.

17.4 These borrowing restrictions do not apply to "back to back" borrowing to be cover for transactions in derivatives and forward transactions.

17.5 The Company will not issue any debenture unless it acknowledges or creates a borrowing that complies with COLL 5.5.4(1) to (6) inclusive.

17.6 The Company will not lend any money which forms part of the Scheme Property. However, providing an officer of the Company with money to meet expenditure does not constitute lending for the purposes of this prohibition. Neither acquiring a debenture nor placing money on deposit in a current account constitutes lending.

17.7 The Company will not lend any part of the Scheme Property other than money by way of deposit or otherwise.

17.8 Where transactions in derivatives or forward transactions are used for the account of a Sub-Fund in accordance with the FCA Rules, paragraph 17.7 does not prevent the Company (or the Depositary at the request of the Company), from:

17.8.1 lending, depositing, pledging or charging the Scheme Property of that Sub-Fund for margin requirements; or

17.8.2 transferring Scheme Property of that Sub-Fund under the terms of an agreement in relation to margin requirements, provided that the ACD reasonably considers that both the agreement and the margin arrangements made under it (including in relation to the level of margin) provide appropriate protection to Shareholders.

18. Leverage

18.1 Transactions introducing leverage are generally undertaken to reduce risk or cost in terms of fluctuations in prices, interest rates or exchange rates or involve

receiving a premium for the writing of a covered call option or cash covered put option on the Scheme Property which the Company is willing to buy or sell at the exercise price. A Sub-Fund may also borrow up to 10% of its Net Asset Value; as a result of actively invested borrowing the fund would display leveraged characteristics.

18.2 The types and sources of leverage and risks the Company may employ are as follows:

18.2.1 a Sub-Fund may borrow up to 10% of its Net Asset Value from an Approved Bank, and

18.2.2 through the use of derivatives. Any exposure by the Sub-Fund through the use of derivatives must be covered by cash or readily realisable assets held by that Sub-Fund. Restrictions on the use of derivatives are outlined in the Investment Objective and Policy of each Sub Fund as stated in in Appendix 1 and detailed in the Investment and Borrowing Powers in Appendix 2.

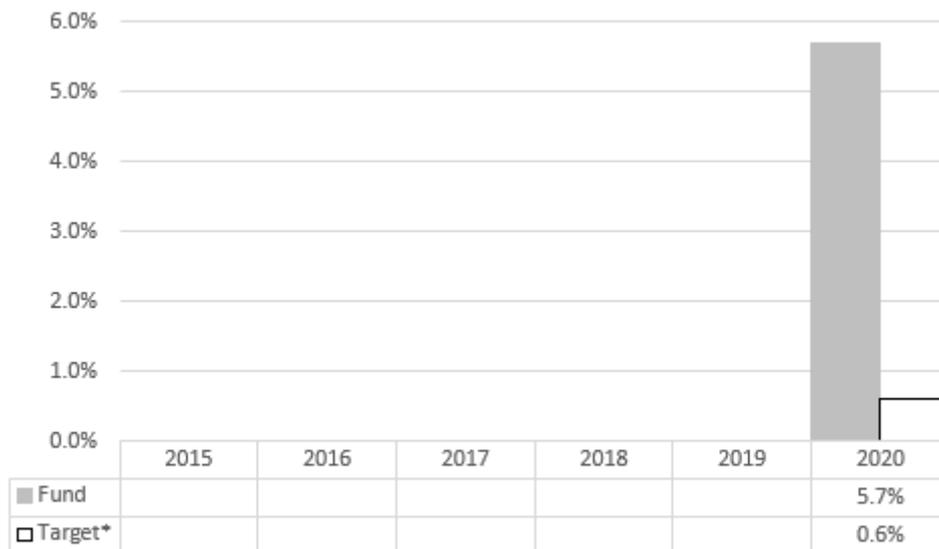
Please refer to the "Risk Factors" above for details of the risks associated with these types of leverage.

18.3 The maximum level of leverage the Company may employ at any time is 100%.

Appendix 3
Historical Performance Data

True Potential Cautious 4

The Sub-Fund converted from Non-UCITS Retail Schemes to UCITS Schemes on 27 December 2019. Accordingly, no past performance information is available prior to 2020.



Source: True Potential Administration

*Target - UK CPI (Consumer Price Index), see Appendix 1 for further details of the target benchmark.

Past performance is not a reliable guide to future performance. The value of investments and the income from them can go down as well as up and investors may not get back the amount originally invested.

True Potential Cautious 5 Income

The Sub-Fund converted from Non-UCITS Retail Schemes to UCITS Schemes on 27 December 2019. Accordingly, no past performance information is available prior to 2020.



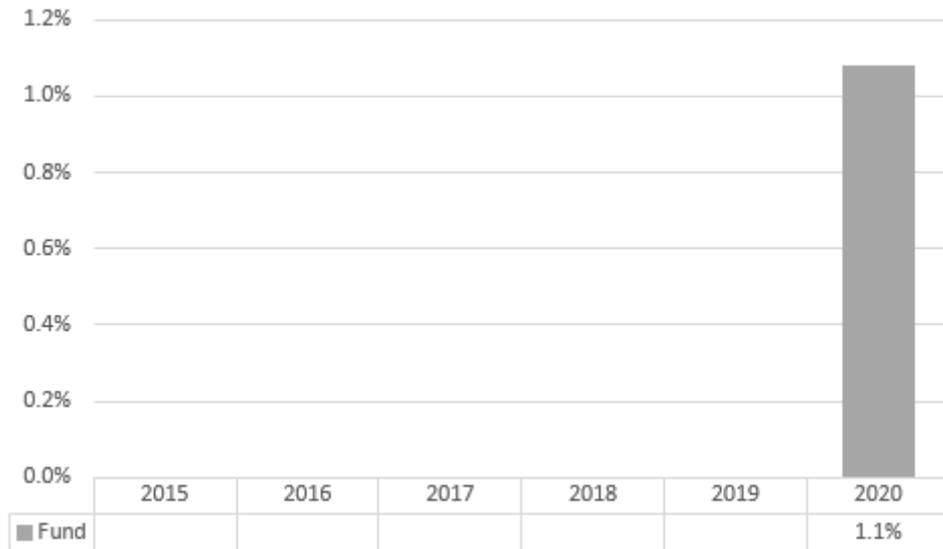
Source: True Potential Administration

*Target - UK CPI (Consumer Price Index), see Appendix 1 for further details of the target benchmark.

Past performance is not a reliable guide to future performance. The value of investments and the income from them can go down as well as up and investors may not get back the amount originally invested.

True Potential Balanced 3

The Sub-Fund converted from Non-UCITS Retail Schemes to UCITS Schemes on 27 December 2019. Accordingly, no past performance information is available prior to 2020.



Source: True Potential Administration

Past performance is not a reliable guide to future performance. The value of investments and the income from them can go down as well as up and investors may not get back the amount originally invested.

Appendix 4 Eligible Securities Markets

The Sub-Fund(s) may deal through securities markets established in the United Kingdom and EEA states on which transferable securities admitted to official listing in these states are dealt in or traded. In addition, up to 10% in value of the Sub-Fund(s) may be invested in transferable securities which are not approved securities.

The Sub-Fund(s) may also deal in certain of the securities markets listed below and those derivatives markets indicated in Appendix 5.

Country	Exchange
Australia	Australian Securities Exchange
Bermuda	Bermuda Stock Exchange
Brazil	BM&FBOVESPA S.A.
Canada	The OTC Market(s) in Canadian Government Bonds, regulated by the Investment Industry Regulatory Organization of Canada; Toronto Stock Exchange TSX Venture Exchange
Chile	Santiago Stock Exchange
China	Shanghai Stock Exchange Shenzhen Stock Exchange
Colombia	Colombia Stock Exchange (Bolsa de Valores de Colombia)
Egypt	Egyptian Exchange
Hong Kong	GEM (Growth Enterprise Market) Hong Kong Exchanges and Clearing Company
India	BSE Limited National Stock Exchange of India
Indonesia	Indonesia Stock Exchange
Israel	Tel Aviv Stock Exchange
Japan	Fukuoka Stock Exchange Osaka Securities Exchange Nagoya Stock Exchange Sapporo Securities Exchange Tokyo Financial Exchange Tokyo Stock Exchange
Korea, Republic of	Korea Exchange
Malaysia	Bursa Malaysia
Mexico	Mexican Stock Exchange (Bolsa Mexicana de Valores)

Country	Exchange
New Zealand	New Zealand Exchange Ltd
Peru	Lima Stock Exchange (Bolsa de Valores de Lima)
Philippines	Philippine Stock Exchange
Singapore	Singapore Exchange
South Africa	JSE Limited Safex Agricultural Derivatives, and Safex Equity Derivatives
Sri Lanka	Colombo Stock Exchange
Switzerland	Eurex Exchange SIX Swiss Exchange
Taiwan	Gretai Securities Market Taiwan Stock Exchange
Thailand	Stock Exchange of Thailand
Turkey	Borsa Istanbul
United States of America	Chicago Stock Exchange NASDAQ National Stock Exchange New York Stock Exchange NYSE LIFFE US NYSE MKT LLC The OTC Market(s) in US Government securities conducted by primary dealers selected and regulated by the Federal Reserve Bank of New York The OTC Market(s) in US securities, regulated by FINRA and SEC

Appendix 5
Eligible Derivatives Markets

Country	Exchange
Australia	Australian Securities Exchange
Brazil	BM&FBOVESPA S.A.
Canada	The Montreal Exchange
Colombia	Colombia Stock Exchange (Bolsa de Valores de Colombia)
Hong Kong	Hong Kong Exchanges and Clearing Company
Japan	Osaka Securities Exchange
Japan	Tokyo Financial Exchange
Japan	Tokyo Stock Exchange
Korea, Republic of	Korea Exchange
Mexico	Mexican Derivatives Exchange (Mercado Mexicano de Derivados)
Mexico	Mexican Stock Exchange (Bolsa Mexicana de Valores)
Singapore	Singapore Exchange
South Africa	JSE Limited
Switzerland	Eurex Zurich
Taiwan	Taiwan Futures Exchange
Turkey	Borsa Istanbul
United States of America	Chicago Board Options ExchangeCME Group
United States of America	CME Group
United States of America	ICE Futures U.S.
United States of America	NASDAQ OMX BX
United States of America	NASDAQ OMX Futures Exchange
United States of America	NASDAQ OMX PHLX
United States of America	NYSE Amex Options
United States of America	NYSE Arca

Appendix 6 Directory

The Company and Head Office

True Potential OEIC 2
Newburn House, Gateway West, Newcastle Upon Tyne, NE15 8NX

Authorised Corporate Director

True Potential Administration LLP

Newburn House,
Gateway West,
Newcastle Upon Tyne,
NE15 8NX

Telephone: 0191 500 8807

Investment Manager

True Potential Investments LLP

Newburn House,
Gateway West,
Newcastle Upon Tyne
NE15 8NX

Depository

HSBC Bank plc
8 Canada Square
London
E14 5HQ

Auditor

Johnston Carmichael LLP
Bishop's Court
29 Albyn Place
Aberdeen
AB10 1YL

Appendix 7
List of Members of True Potential Administration LLP

Peter Coward
Neil Johnson
Clara Dunne
Keith McDonald
Michael Martin
Brian Shearing

None of the members have any business activities which are of significance to the Company's business, other than those connected with the business of the ACD.

Appendix 8

Typical Investor Profile(s)

Below is an indication of the target market of the Sub-Funds as required under MiFID II regulations. This is fully detailed in the EMT which should be made available to you before making an investment. If you do not believe you fit the target market of this Sub-Fund please seek advice from your professional adviser.

True Potential Balanced 3

This Sub-Fund is suitable for all investor types of all levels of knowledge and experience coming into the Sub-Fund from all available distribution channels.

Investors should be seeking no capital guarantee and be able to bear losses up to their full investment.

The Sub-Fund seeks to increase capital and grow income over a three year period.

Please refer to the latest EMT or KIID for the Synthetic Risk Reward Indicator (SRRI).

True Potential Cautious 5 Income, True Potential Cautious 4

These Sub-Funds are suitable for all investor types of all levels of knowledge and experience coming into the Sub-Funds from all available distribution channels.

Investors should be seeking no capital guarantee and be able to bear losses up to their full investment.

The Sub-Funds seek to increase capital and grow income over a five year period.

Please refer to the latest EMT or KIID for the Synthetic Risk Reward Indicator (SRRI).

Appendix 9

List of Authorised Funds for which True Potential Administration LLP acts as authorised fund manager or authorised corporate director

True Potential OEIC 2
True Potential Unit Trust

Appendix 10 List of sub-custodians

At the date of this prospectus HSBC Bank plc has appointed the following local sub-custodians. An up-to-date version of this list may be obtained from the ACD on request.

Country	Sub-custodian/Agent
Argentina	HSBC Bank Argentina S.A.
Australia	HSBC Bank Australia Ltd
Austria	HSBC Trinkaus & Burkhardt AG
Bahrain	HSBC Bank Middle East Ltd (Bahrain)
Bangladesh	The Hongkong and Shanghai Banking Corporation Ltd (Bangladesh)
Belgium	BNP Paribas Securities Services (Belgium)
Belgium	Euroclear Bank S.A./N.V.
BENIN	Societe Generale Côte d'Ivoire
Bermuda	HSBC Bank Bermuda Ltd
Botswana	Standard Chartered (Botswana)
Brazil	Banco Bradesco S.A
Bulgaria	UniCredit Bulbank AD
Canada	Royal Bank of Canada
Chile	Banco Santander Chile
China	HSBC Bank (China) Company Ltd
China	Citibank (China) Co Ltd
Colombia	Itau Securities Services Colombia S.A. Sociedad Fuduciaria
Costa Rica	Banco Nacional De Costa Rica
Croatia	Privredna Banka Zagreb
Cyprus	HSBC Bank Plc, Athens
Czech Republic	Ceskoslovensak Obchodni Banka
Denmark	Skandinaviska Enskilda Banken AB (publ), Copenhagen Branch
Egypt	HSBC Bank Egypt Ltd
Estonia	AS SEB Pank
Finland	Skandinaviska Enskilda Banken AB (publ.), Helsinki Branch
France	CACEIS Bank
France	BNP Paribas Securities Services (France)
Germany	HSBC Trinkaus & Burkhardt
Ghana	Standard Chartered Bank Ghana Ltd
Greece	HSBC France, Athens Branch (Greece)
Hong Kong	The Hongkong and Shanghai Banking Corporation Ltd (HK)
Hungary	Unicredit Bank Hungary Zrt
India	The Hongkong and Shanghai Banking Corporation Ltd (India)
Indonesia	The Hongkong and Shanghai Banking Corporation Ltd (Indonesia)
Ireland	HSBC Bank Plc
Israel	Bank Leumi Le-Israel BM
Italy	BNP Paribas Securities Services (Italy)
Japan	The Hongkong and Shanghai Banking Corporation Ltd (Japan)
Jordan	Bank of Jordan

Country	Sub-custodian/Agent
Kazakhstan	JSC Citibank Kazakhstan
Kenya	Standard Chartered Bank Kenya Ltd
Kuwait	HSBC Bank Middle East Ltd (Kuwait)
Latvia	AS SEB Banka
Lebanon	Bank Audi s.a.l.
Lithuania	SEB Bankas
Luxembourg	Clearstream Banking SA
Malaysia	HSBC Bank Malaysia Berhad
Mauritius	The Hongkong and Shanghai Banking Corporation Ltd (Mauritius)
Mexico	HSBC Mexico, SA
Morocco	Citibank Maghreb
Netherlands	BNP Paribas Securities Services (Netherlands)
New Zealand	The Hongkong and Shanghai Banking Corporation Ltd (New Zealand)
Niger	Societe Generale Côte d'Ivoire
Nigeria	Stanbic IBTC Bank plc - (Restricted market: T-Bills and Government Debt)
Norway	Skandinaviska Enskilda Banken AB (publ) Oslo Branch
Oman	HSBC Bank Oman S.A.O.G.
Pakistan	Citibank NA (Pakistan)
Palestine	Bank of Jordan Plc (Palestine)
Peru	Citibank del Peru
Philippines	The Hongkong and Shanghai Banking Corporation Ltd (Philippines)
Poland	Bank Polska Kasa Opieki SA
Portugal	BNP Paribas Securities Services (Portugal)
Qatar	HSBC Bank Middle East Ltd, Qatar
Romania	Citibank Europe plc, Romania branch
Russia	AO Citibank
Saudi Arabia	HSBC Saudi Arabia Ltd
Serbia	Unicredit Bank Serbia JSC
Singapore	The Hongkong and Shanghai Banking Corporation Ltd (Singapore)
Slovakia	Ceskoslovenska Obchodna Banka AS
Slovenia	Unicredit Banka Slovenija DD
South Africa	Standard Bank of South Africa Ltd
South Korea	The Hongkong and Shanghai Banking Corporation Ltd (South Korea)
Spain	BNP Paribas Securities Services (Spain)
Sri Lanka	The Hongkong and Shanghai Banking Corporation Ltd (Sri Lanka)
Sweden	Skandinaviska Enskilda Banken AB (publ.)
Switzerland	Credit Suisse AG
Switzerland	UBS AG
Taiwan	HSBC Bank (Taiwan) Ltd
Tanzania	Standard Chartered Bank (Mauritius) Ltd, Tanzania
Thailand	The Hongkong and Shanghai Banking Corporation Ltd (Thailand)
Togo	Societe Generale Côte d'Ivoire

Country	Sub-custodian/Agent
Tunisia	Union Internationale de Banques Tunisia
Turkey	HSBC Bank AS
Uganda	Standard Chartered (Uganda) - Restricted market only for T-Bills and Government Debt
United Arab Emirates	HSBC Bank Middle East Ltd (UAE)
United Kingdom	HSBC Bank Plc (UK)
United States	HSBC Bank (USA) NA
Vietnam	HSBC (Vietnam) Ltd
Zambia	Standard Chartered Bank (Zambia) Plc - Restricted market: approved only for Government Debt, Corporate Debt and Equities
Germany	Clearstream Banking Frankfurt
Austria	OESTER KONTROLLBK WIEN (OeKB)
Switzerland	SIX SIS AG ZUERICH
Luxembourg	HSBC Bank PLC Luxembourg branch