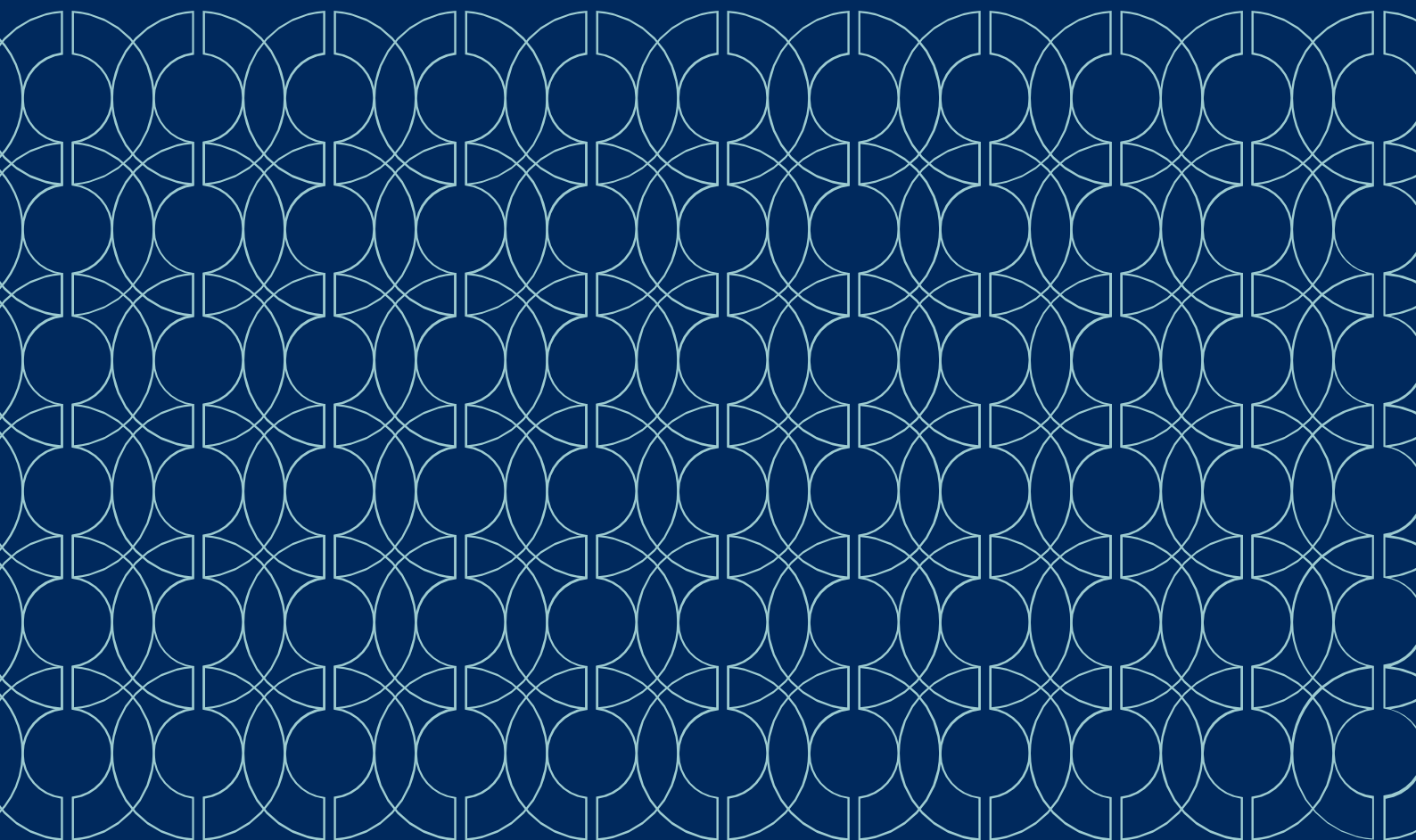


Schroders

**Schroder Absolute
Return Fund Company
Prospectus**

7 August 2019

United Kingdom



Schroder Absolute Return Fund Company
(SARFCO)

Prospectus

7 August 2019

Important Information

Prospectus of Schroder Absolute Return Fund Company

This document (the Prospectus) constitutes the prospectus for Schroder Absolute Return Fund Company (the Company), which has been prepared in accordance with the Collective Investment Schemes Sourcebook (COLL) of the Financial Conduct Authority (FCA) made under the Financial Services and Markets Act 2000 (the Act). The Company is an investment company with variable capital incorporated with limited liability and registered in England and Wales under Regulation 4 of the Open-Ended Investment Companies Regulations 2001, as amended or re-enacted from time to time.

This Prospectus is dated, and is valid as at 7 August 2019.

Copies of this Prospectus have been sent to the FCA and J.P. Morgan Europe Limited, the depositary of the Company (the Depositary).

Schroder Unit Trusts Limited, the Authorised Corporate Director (the ACD) of the Company, is 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 in this document does not contain any untrue or misleading statement or omit any matters required by the Open-Ended Investment Companies Regulations 2001 to be included in it. Schroder Unit Trusts Limited accepts responsibility accordingly.

Distribution

No person has been authorised by the Company to give any information or make any representations in connection with the offering of Shares other than those contained in this Prospectus, and, if given or made, such information or representations must not be relied on as having been made by the Company. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of Shares shall

not, under any circumstances, create any implication that the affairs of the Company have not changed since the date hereof.

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

Shares in the Company are not listed or dealt on any investment exchange.

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

The provisions of the Company's Instrument of Incorporation are binding on each of its Shareholders.

This Prospectus has been approved for the purpose of section 21 of the Financial Services and Markets Act 2000 by Schroder Unit Trusts Limited.

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

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

The following sub-funds of the Company are available for investment:

Fund	Launch date	FCA Product Reference Number
Schroder European Equity Absolute Return Fund	18/07/2008	642409
Schroder UK Dynamic Absolute Return Fund	07/09/2009	642411

Important: If you are in any doubt about the contents of this Prospectus you should consult an independent financial adviser.

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Definitions

ACD

Schroder Unit Trusts Limited, the authorised corporate director of the Company.

Act

Financial Services and Markets Act 2000, as amended or re-enacted from time to time.

Business Day

A day on which The London Stock Exchange is open for business. If for any reason which, in the sole determination of the ACD, impedes the fair and accurate valuation of a Fund's portfolio of securities, or a significant portion thereof, in accordance with the FCA Rules, this Prospectus and the Instrument of Incorporation of the Company, the ACD may decide that any Business Day shall not be construed as such.

Class

All of the Shares relating to a single Fund or a particular class or classes of Shares relating to a single Fund.

COLL

The Collective Investment Schemes Sourcebook, issued by the FCA, which provides a regime of product regulation for authorised funds and sets appropriate standards of protection for investors by specifying a number of product features of authorised funds and how they are to be operated.

Company

Schroder Absolute Return Fund Company (SARFCo).

Custodian

JPMorgan Chase Bank, N.A. (London Branch), the custodian of the Scheme Property.

Dealing Cut-off Time

The time by which dealing instructions must be received by the ACD in order to be executed on a Dealing Day as defined for each Fund in Appendix II.

Dealing Day

A Business Day on which dealing instructions received for a Fund are executed, as defined for each Fund in Appendix II. Each Business Day will be a Dealing Day for the Schroder European Equity Absolute Return Fund. Each Thursday (or the next Business Day if Thursday is not a Business Day) will be a Dealing Day for Schroder UK Dynamic Absolute Return Fund.

Depositary

J.P. Morgan Europe Limited, the depositary of the Company.

ESMA

European Securities and Markets Authority.

EUWA

European Union (Withdrawal) Act 2018.

FCA

The Financial Conduct Authority, or its replacement or successor from time.

FCA Rules

The rules published by the FCA as part of its handbook of rules made under the Act.

Fund

A sub-fund of the Company (being part of the Scheme Property which is pooled separately and to which specific assets and liabilities of the Company may be allocated), which is invested in accordance with the investment objective applicable to such sub-fund.

Financial Year

The Company's annual accounting period which ends on 30 September each year.

Gross NAV

The Net Asset Value of a Fund after all regular accruing charges and expenses have been accrued to a Fund but before any Performance Fee has been accrued on the current Valuation Point.

High Water Mark

The performance measure used to ensure that a Performance Fee is only charged when the value of the Fund has increased over the Performance Period. It is based on the Net Asset Value of a Fund on the last Business Day of the Performance Period and where a Performance Fee is payable. If no Performance Fee is payable the High Water Mark will remain unchanged as of the end of the previous Performance Period.

Hurdle Rate

The interest rate against which the performance of the Schroder European Equity Absolute Return Fund is measured for the purpose of calculating the Performance Fee. The interest rate referred to is the 3 Month London Interbank Offer Rate (LIBOR) return and is solely used for the calculation of the Performance Fee. The Hurdle Rate for Share Classes denominated in Pence is 3 Month Sterling LIBOR and the Hurdle Rate for Share Classes denominated in Euros is 3 Month Euro LIBOR. If either 3 Month Sterling LIBOR or 3 Month Euro LIBOR are below zero the hurdle rate will be set to zero for the respective Sterling or Euro Share class.

Initial Offer Period

The initial offer of classes of Shares of each Fund referred to in this Prospectus and in Appendix II in respect of each Class of each Fund.

Instrument of Incorporation

The instrument of incorporation of the Company, as amended from time to time.

Investment Advisers

Schroder Investment Management Limited and BennBridge Ltd.

Leverage

The use of financial derivative instruments or borrowed capital, such as margin, to increase the potential return of an investment.

Net Asset Value or NAV

The value of the scheme property attributable to a Fund (or the Company) less the liabilities of the Fund (or the Company) as calculated in accordance with the Company's Instrument of Incorporation and the FCA Rules.

Net NAV

The Net Asset Value of a Fund after the Performance Fee and all other regular accruing charges and expenses have been accrued to a Fund on the previous Valuation Point.

Non-Qualified Person

Any person to whom a transfer of Shares (legally or beneficially) or by whom a holding or acquisition of Shares (legally or beneficially) would or, in the opinion of the ACD, might:

- be in or constitute a breach of any law (or regulation by a competent authority) of any country or territory by virtue of which the person in question is not qualified to hold such Shares; or
- require the Company to be registered under any law or regulation whether as an investment fund or otherwise, or cause the Company to be required to apply for registration, or comply with any registration requirements in respect of any of its Shares, whether in the United States of America or any other jurisdiction; or
- cause the Company or its Shareholders some legal, regulatory, taxation, pecuniary or material administrative disadvantage or other adverse consequence which the Company or its Shareholders might not otherwise have incurred or suffered; or
- require the ACD to be registered under any law or regulation whether as an investment adviser or otherwise, or cause the ACD to be required to seek an exemption from such registration, whether in the United States of America or any other jurisdiction.

OEIC Regulations

The Open-Ended Investment Companies Regulations 2001, as amended or re-enacted from time to time.

Performance Fee

For the Schroder UK Dynamic Absolute Return Fund, a performance related management fee equal to 20% of the increase in the Net Asset Value of each Share of each Class of the Fund outstanding in respect of each Performance Period.

For the Schroder European Equity Absolute Return Fund, a performance related management fee equal to 20% of the increase in the Net Asset Value of each Share of each Class of the Fund above the Hurdle Rate outstanding in respect of each Performance Period.

Performance Period

The Performance Period is twelve months in line with the Company's Financial Year (from 1 October to 30 September).

Register

The register of Shareholders kept on behalf of the Company pursuant to paragraph 1(1) of schedule 3 of the OEIC Regulations.

Registrar

Schroder Unit Trusts Limited.

Scheme Property

The property of the Company or a Fund, as the context may require, required under the FCA Rules to be given for safekeeping to the Depositary.

Share

A share in the capital of the Company (including the fractions of one thousandth of a Share).

Shareholder

A holder of Shares.

Transfer Agent

DST Financial Services International Limited.

UCITS Directive

Directive No. 2009/65/EC of the Council and the European Parliament of 13 July 2009, as amended, on the coordination of laws, regulations and administrative provisions relating to UCITS.

UCITS

an "undertaking for collective investment in transferable securities" (a) established in an EEA State, within the meaning of points a) and b) of Article 1(2) of the UCITS IV Directive; or (b) (from the date on which the EUWA come into effect) established in an EEA state or the UK, within the meaning of section 236A of the Financial Services and Markets Act 2000, as amended.

US Person

Any person defined as a US person under Regulation S of the United States Securities Act 1933.

Valuation Point

The Business Day at which the ACD carries out a valuation of the Scheme Property for the Company or a Fund (as the case may be) for the purpose of determining the price at which Shares of a Class may be issued, cancelled, sold or redeemed. The current Valuation Point for each Fund is set out in Appendix II.

VaR

Value at Risk, which is a measure of the maximum expected loss at a given confidence level over the specific time period.

Directory

Addresses of:

The Company

SCHRODER ABSOLUTE RETURN FUND COMPANY

Registered Office, Head Office and address for service of notices

1 London Wall Place
EC2Y 5AU London

The Authorised Corporate Director and Registrar

SCHRODER UNIT TRUSTS LIMITED

Registered Office, Head Office and address for service of notices

1 London Wall Place
EC2Y 5AU London

The Depository

J.P. MORGAN EUROPE LIMITED

Registered Office

25 Bank Street
Canary Wharf
E14 5JP London

Principal place of business

Chaseside
BH7 7DA Bournemouth

The Custodian

JPMORGAN CHASE BANK, N.A. (London Branch).

Registered Office

25 Bank Street
Canary Wharf
E14 5JP London

Principal place of business

Chaseside
BH7 7DA Bournemouth

Transfer Agent

DST FINANCIAL SERVICES INTERNATIONAL LIMITED

Registered Office and Administrative Office

DST House
St Nicholas Lane
Basildon
SS15 5FS Essex

Auditor

PRICEWATERHOUSECOOPERS LLP

Atria One
144 Morrison Street
EH3 8EX Edinburgh

Section 1

1. The Company and its funds

1.1. The Company

The Company is an investment company with variable capital incorporated with limited liability and registered in England and Wales under number C000680 and authorised by the FCA (PRN 482692) on 8th July 2008.

Share Capital: The maximum share capital of the Company is £500,000,000,000 and the minimum share capital is £100. Shares have no par value. The share capital of the Company at all times equals the Net Asset Values of the Funds.

The base currency for the Company is United Kingdom (UK) pounds sterling.

1.2. The Funds

The Company has been established as a UCITS and is structured as an umbrella company (under the OEIC Regulations) meaning that different Funds may be established from time to time by the ACD with the agreement of the Depositary and approval of the FCA. This Prospectus will be revised on the introduction of a new Fund or Class of Share within a Fund or at any other time in which the ACD and/or the Depositary consider appropriate.

Funds are operated separately and the assets of each Fund are managed in accordance with the investment objective and policy applicable to that Fund.

Each Fund of the Company is designed and managed to support longer-term investment and active trading is discouraged. Short-term or excessive trading into and out of a Fund may harm performance by disrupting portfolio management strategies and by increasing expenses. The ACD may at its discretion refuse to accept applications for, or switching of, Shares, especially where transactions are deemed disruptive, particularly from possible market timers or investors who, in its opinion, have a pattern of short-term or excessive trading or whose trading has been or may be disruptive to the Fund(s). For these purposes, the ACD may consider an investor's trading history in the Fund(s) or other ACD managed funds and accounts under common ownership or control.

Full details of each Fund are set out in Appendix II.

1.3. Investment objectives and policies of the funds

The investment objective and policy of each Fund is set out in Appendix II, and details of eligible security and derivative markets on which the Funds may invest are detailed in Appendix III. A summary of the investment powers and restrictions applicable to each Fund is set out in Appendix III.

The assets of each Fund are treated as separate from those of every other Fund and will be invested with the aim of achieving the investment objective and in accordance with the policy of that Fund. They must also be invested so as to comply with the investment and borrowing powers and restrictions set out in the FCA Rules, the Instrument of Incorporation of the Company and this Prospectus.

1.3.1. Profile of a typical investor

The profile of a typical investor for each Fund is set out in Appendix II. Shareholders must be prepared to accept fluctuations in the value of capital including capital loss and

accept the risks of investing in equity markets. Different Classes of Share may be issued in respect of each Fund. The Classes currently available in each Fund are set out in Appendix II. Each Fund can be marketed to all types of investor subject to the applicable legal and regulatory requirements in the relevant jurisdiction(s).

1.3.2. Past performance

The performance record of the Funds is set out in Appendix VIII.

1.3.3. Risk factors

The Risk Factors are set out in Appendix I.

Section 2

2. Shares

2.1. Classes of Shares

Different Classes of Share may be issued in respect of each Fund. Classes may be distinguished by their different characteristics, including, without limitation, criteria for subscription, currency of denomination, allocation of costs, liabilities, gains and losses and charges. The Classes currently available in each Fund and their characteristics are set out in Appendix II.

Further Classes of Share may be established from time to time by the ACD with the approval of the FCA, the agreement of the Depositary and in accordance with the Instrument of Incorporation. On the introduction of any new Fund or Class, either a revised Prospectus or a supplemental Prospectus will be prepared, setting out the details of each Fund or Class.

Holders of income Shares are entitled to be paid income attributable to such Shares in respect of each annual, interim or quarterly accounting periods, as applicable for the relevant Fund.

Holders of accumulation Shares are not entitled to be paid the income attributable to such Shares, but that income is automatically added to (and retained as part of) the capital assets of the relevant Fund at the end of each annual accounting period. The price of an accumulation Share increases to reflect accrued income.

The Instrument of Incorporation allows income and accumulation Shares to be issued. Income allocated to Shares is distributed periodically to the relevant Shareholders (in the case of income Shares) or credited periodically to capital (in the case of accumulation Shares), in either case in accordance with relevant tax law, net of any tax deducted or accounted for by the Company. Where a Fund has more than one Class, each Class may attract different charges and expenses and so monies may be deducted from the Classes in unequal proportions. In these circumstances, the proportionate interests of the Classes within a Fund will be adjusted accordingly.

The price of Shares is expressed in pence, or cents if the share class currency is euro. Shares themselves have no nominal value. Shares do not carry preferential or pre-emptive rights to acquire further Shares.

The Instrument of Incorporation does not provide for bearer Shares and consequently none will be issued.

Currency Share Classes

Where a Share Class is denominated in a currency which is not the base currency, distributions paid on Shares of that class shall, in accordance with the FCA Rules, be in the currency of that Class. Where it is necessary to convert one currency into another, conversions shall be made at a rate of exchange decided by the ACD as being a rate that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

2.2. Register of Shareholders

All Classes of Share are in registered, uncertificated form. Certificates will not be issued to Shareholders. The ACD is responsible for maintaining the register for the Company. It has delegated certain registrar functions to DST Financial

Services International Limited, DST House, St Nicholas Lane, Basildon, Essex SS15 5FS. The Register shall be prima facie evidence as to the persons respectively entitled to the Shares entered in the Register. No notice of any trust, express, implied or constructive, shall be entered on the Register in respect of any Share and the ACD and the Registrar shall not be bound by any such notice.

2.3. Buying, Selling and Switching Shares

2.3.1. General

The ACD will receive requests for the issue, redemption and switching of Shares between 9.00 a.m. and 5.30 p.m. on each Business Day. The time and price at which a deal takes place depends on the requirements of COLL affecting the pricing of Shares.

Instructions accepted by the ACD before the Dealing Cut Off Time as set out in Appendix II, will normally be executed at the relevant price per Share, calculated on the next Dealing Day. Instructions accepted by the ACD to buy, sell or switch Shares after the Dealing Cut Off Time will be held over to the next Dealing Day.

With the consent of the Depositary, the dealing office of the ACD may be open on days other than Business Days. On these other days, restrictions may be added to the opening hours and the types of business accepted. The Shares in each Fund are not listed or dealt in on any investment exchange.

Shareholders in the Company will be treated as retail clients for the purpose of dealing in Shares of the Company.

2.3.2. Money laundering prevention

As a result of legislation in force in the UK to prevent money laundering, the ACD is responsible for compliance with anti-money laundering regulations. In order to implement these procedures, in certain circumstances, Shareholders may be asked to provide some proof of identity when buying and selling Shares. For each of the persons who signs the application form, the ACD may request documentation which evidences proof of identity and proof of address. The ACD will be authorised under the Data Protection Act 1998 (as amended or replaced from time to time) to use electronic means to access information relating to the investor's proof of identity and permanent residential address (as required).

Until satisfactory proof of identity is provided, the ACD reserves the right to refuse to issue Shares, pay proceeds of a redemption of Shares or pay income on Shares to the Shareholder.

2.3.3. Minimum holdings

These are set out in Appendix II. The ACD has the right to reduce or waive these limits.

If following a redemption, switch or transfer a holding in any Class of Share falls below the minimum holding for that Class, as detailed in Appendix II, the ACD has the discretion to effect a redemption of that Shareholder's entire holding in that Class of Share. The ACD may use this discretion at any time. Failure not to do so immediately after such redemption, switch or transfer does not remove this right.

2.3.4. Buying Shares

The ACD is willing to accept instructions to buy Shares in a Fund for any Dealing Day before the Dealing Cut-off Time as specified in Appendix II. Instructions to buy Shares accepted by the ACD after the Dealing Cut-off Time will normally be executed on the next relevant Dealing Day.

Shares may be purchased by sending a completed application form to the ACD or by telephoning **0800 718 788** (Dealing). Please note that telephone calls may be recorded. In addition, the ACD may from time to time make arrangements to allow Shares to be bought online or through other communication media. The ACD may accept transfer of title by electronic communication.

A contract note giving details of the Shares purchased will be issued no later than the next Business Day after the Dealing Day on which an application to purchase Shares is valued by the ACD.

Note that subscription monies must be paid in the currency of the Share Class in which you are investing.

Entitlement to Shares will be entered on the Register immediately after the later of:

- (A) the time when the purchaser has supplied the ACD with such information about the proposed holder as will enable the Depositary to complete the entry on the Register;
- (B) receipt of payment; and
- (C) the expiry of any period during which the purchaser has a right to cancel the agreement for the purchase of the Shares pursuant to rules made by FCA under the Act.

Applications to purchase Shares, once made are, except in the case where cancellation rights are applied, irrevocable. However, subject to its obligations under the OEIC Regulations, 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 and without interest. The ACD, at its discretion, has the right to cancel a purchase deal if settlement is overdue and any loss arising on such cancellation shall be the liability of the applicant. Alternatively interest may be charged (at the ACD's cost of borrowing) at the ACD's discretion if settlement is overdue.

The ACD also has the right to reject applications to purchase Shares of a Fund in circumstances where it is satisfied, on reasonable grounds that if such Shares were issued on the relevant Business Day the proceeds of issue could not be invested without compromising the investment objective of the relevant Fund. In such circumstances the ACD may scale back applications by investors to purchase Shares on the relevant Business Day on such basis as it may deem appropriate and may reject any application for Shares in whole or in part to give effect to such a scale back. In such event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant and without interest.

Any subscription monies remaining after a whole number of Shares have been purchased will be used to purchase fractions of whole Shares (known as smaller denomination Shares). A smaller denomination Share is equivalent to one-thousandth of a whole Share.

The ACD will not pay interest on any monies held by it pending investment in Shares.

The Company is subject to the Proceeds of Crime Act 2002 (as amended or replaced from time to time) and the ACD may at its discretion require verification of identity from any person applying for Shares including, without limitation, any applicant who tenders payment by way of cheque or banker's draft on an account in the name of a person or persons other than the applicant; or appears to the ACD to be acting on behalf of some other person.

Default by a Purchaser

Default by a purchaser in payment of any moneys under the purchaser's application will entitle the Depositary to cancel any rights of the purchaser in the Shares. In the case of default, the ACD will hold the purchaser liable, or jointly and severally liable with any agent of the purchaser, for any loss sustained by the ACD as a consequence of a fall in the price of Shares.

Short-Term Buying and Selling of Shares

Buying and then selling the Shares of a Fund over a short time period may harm performance by disrupting investment management strategies and by increasing the Fund's costs, including brokerage and administration costs. This may dilute the value of each Share. In the interest of all Shareholders it is, therefore, the ACD's policy to monitor Share sales and purchases to seek to identify any short-term buying and selling patterns or trends. If trading patterns are identified which the ACD considers will damage the interests of Shareholders, it may take such action as it deems appropriate in its absolute discretion to prevent such trading, including, but not limited to, notifying the Shareholder of the ACD's concerns about his/her Share dealings, compulsorily redeeming those Shares, rejecting in its discretion any application for the purchase of Shares (under the powers set out above under "Buying Shares") and reporting suspicious trading to the FCA.

2.3.5. Cancellations

Applicants who have received advice from their financial advisers may have the right to cancel their application to buy Shares at any time during the 14 calendar days after the date on which they receive a cancellation notice from the ACD. If an applicant decides to cancel the contract, and the value of the investment has fallen at the time of the Valuation Point on the Dealing Day after the ACD receives the completed cancellation notice, they will not receive a full refund as an amount equal to any fall in value will be deducted from the sum originally invested. No interest will be paid on refunds due to cancellations.

2.3.6. Selling Shares

The ACD is willing to accept instructions to sell Shares in a Fund for any Dealing Day before the Dealing Cut-off Time as specified in Appendix II. Instructions to sell Shares accepted by the ACD after the Dealing Cut-off Time will normally be executed on the next relevant Dealing Day.

Requests to sell Shares in the Funds may be made by sending clear written instructions to the ACD or by telephoning on **0800 718 788** (Dealing). Please note that telephone calls may be recorded. In addition, the ACD may from time to time make arrangements to allow Shares to be sold online or through other communication media.

The ACD may accept transfer of title by electronic communication.

A contract note giving details of the number and price of the Shares sold back to the ACD will be sent to Shareholders no later than the next Business Day after the Shares were valued. In the event that the ACD requires a signed form of renunciation, e.g. in respect of joint Shareholders, corporate Shareholders or redemptions dealt through an agent, a form of renunciation will be attached.

Requests to sell Shares are irrevocable. Significant delays in payment of the proceeds of sale can occur in cases where a holder has not advised the Registrar in advance of a change of address or bank account details.

Instances where the ACD does not have to accept a Request to Sell Shares

The ACD will not be obliged to purchase Shares in the following circumstances:

- (A) if the number or value of Shares sought to be sold is:
 - (1) less than the entirety of the Shareholder's holding of Shares of the Class concerned; and
 - (2) less than any number or value stated in Appendix II as the minimum number or value of Shares that may be sold in that Class of Share of the Fund concerned;
- (B) if the number or value of the Shares sought to be sold would result in the holder holding less than any number or value stated in Appendix II as the minimum number or value of Shares of the Class concerned that may be held;
- (C) if the Company ensures that the Shareholder is able to sell his Shares on an investment exchange at a price not significantly different from the price at which they would otherwise have been purchased by the ACD; or
- (D) where Shares are sold in return for property transferred or sold (in specie cancellation).

Payment on Selling Shares

Once a request to sell Shares has been agreed, the proceeds of the sale (less, where applicable, the cost of remitting the sum abroad) will normally be paid to the selling Shareholder by the close of business on the fourth Business Day after the later of:

- (A) the Dealing Day immediately following receipt by the ACD of the request to sell, or
- (B) the time when the ACD has all duly executed instruments and authorisations as effect (or enable the ACD to effect) the transfer of title to the Shares.

Note that redemption monies will be settled in the currency of the Share Class in which the Shareholder invested.

Minimum Redemption

Part of a Shareholder's holding may be redeemed but the ACD reserves the right to refuse a redemption request if the value of the Shares of any Fund to be redeemed is less than the minimum stated in respect of the appropriate Class in the Fund in question (see Appendix II).

Deferred Sale of Shares

For the Schroder European Absolute Return Fund, the ACD may decide to defer the sale of Shares on any Dealing Day to the next Dealing Day where the sale of Shares by a Shareholder or Shareholders exceeds 10% of the Fund's NAV. The deferral will enable the ACD to manage the orderly sale

of the Fund's property to raise proceeds to meet the sale of Shares and in doing so will aim to protect the interests of existing Shareholders. All Shareholders who have sought to sell their Shares on any Dealing Day at which the sale of Shares has been deferred will be treated in the same way and the ACD will ensure that all orders relating to an earlier Dealing Day are completed before those relating to a later Dealing Day are considered. As the Schroder UK Dynamic Absolute Return Fund dealing day is every Thursday, it is not permitted under COLL to defer redemptions.

Sale Proceeds

The amount to be paid by the ACD as the proceeds of a sale of Shares shall not be less than the price of a Share of the relevant Class to be notified to the Depositary in respect of the next Valuation Point less any redemption charge permitted.

2.3.7. Switching Shares

Shareholders are entitled to switch some or all of their Shares of one Class (Original Shares) for Shares of another Class within the same Fund or for Shares of any Class within a different Fund (New Shares). A switch involves the sale of the Original Shares and the purchase of the New Shares. The number of New Shares issued will be determined by reference to the respective prices of New Shares and Original Shares at the Valuation Point on the relevant Dealing Day applicable when the Original Shares are redeemed and the New Shares are issued.

Instructions for switching Shares may be made by sending a completed application form to the ACD. In addition, the ACD may from time to time make arrangements to allow Shares to be switched online or through other communication media. The ACD may accept transfer of title by electronic communication.

The ACD may at its discretion make a charge on the switching of Shares. The charge will not exceed an amount equal to the then prevailing preliminary charge (if any) for the New Shares. The switching charge is payable to the ACD. No switching charge is payable on a switch from one Class in a Fund to another Class in the same Fund. The ACD may adjust the number of New Shares issued to reflect the imposition of any switching charge and any other charges or levies in respect of the issue or sale of the New Shares or the redemption or cancellation of the Original Shares as may be permitted pursuant to the FCA Rules.

If a switch would result in the Shareholder holding a number of Original Shares or New Shares of a value which is less than the minimum holding in the Fund concerned, the ACD may, if it thinks fit, convert the whole of the Shareholder's holding of Original Shares to New Shares or refuse to effect any switch of the Original Shares. No switch will be made during any period when the right of Shareholders to require the redemption of their Shares is suspended. The general provisions on procedures relating to redemption will apply equally to a switch.

Shareholders subject to UK tax should note that a switch of Shares within the same Fund should not be treated as a disposal for the purposes of capital gains taxation. However, switches of Shares within the same Fund will be chargeable if they involve a switch from a hedged to an unhedged class, or vice versa or a switch between classes hedged to different currencies. Shareholders subject to UK tax should note that a switch of Shares between different Funds is treated as a disposal for the purposes of capital gains taxation. Shareholders who switch Shares of one Class for Shares of

any other Class, or switch Shares of one Fund for shares of any other Fund, will not be given a right by law to withdraw from or cancel the transaction.

2.3.8. Issue of Shares in Exchange for in Specie Assets

The ACD may arrange for the Company to issue Shares in exchange for assets other than money, but will only do so where the Depositary is satisfied that the Company's acquiring of those assets in exchange for the Shares concerned is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

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

The ACD will not issue Shares in any Fund in exchange for assets the holding of which would be inconsistent with the investment objective of that Fund.

2.3.9. In Specie Cancellation

If a Shareholder requests the redemption or cancellation of Shares, the ACD may, if it considers the deal substantial in relation to the total size of the Fund concerned, arrange for the Company to cancel Shares and transfer an appropriate amount of the 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 Fund will normally be considered substantial, although the ACD may in its discretion agree an in specie cancellation with a Shareholder whose Shares represent less than 5% in value of the Fund concerned.

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.

The ACD will select the property to be transferred in consultation with the Depositary. 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.

2.3.10. Suspension of Dealing in Shares

The buying, selling and switching of Shares of each Fund or Shares of all Funds of the Company may at any time be temporarily suspended by the ACD, with the prior agreement of the Depositary or if the Depositary so requires, if the ACD or the Depositary, as appropriate, is of the opinion that due to exceptional circumstances there is good and sufficient reason to do so having regard to the interests of Shareholders in the Company and/or the relevant Fund. Such reasons may include the closure or suspension of dealing on a relevant stock exchange, or the inability of the ACD to ascertain properly the value of any or all of the assets or realise any material part of the assets of a Fund or the value of redemption requests received in respect of any Dealing Day is deemed, in the ACD's discretion with the prior agreement of the Depositary, to be exceptional in relation to the value of the relevant Fund.

If the redemption of Shares is suspended, the obligations contained in Chapter 6 of COLL relating to the creation, cancellation, issue and redemption of Shares will cease to apply and the obligations relating to the valuation of Shares will be complied with only to the extent practicable in light of the suspension.

Appropriate notification of suspension will be given to Shareholders as soon as practicable after suspension commences. In accordance with the FCA Rules, the FCA will also be immediately informed of the suspension and the reasons for it. The ACD and the Depositary will review the suspension at least every 28 days and will inform the FCA of the results. The suspension will continue only for as long as it is justified having regard to the interests of the Shareholders.

Where the ACD agrees during suspension to deal in Shares, all deals accepted during, and outstanding prior to, the suspension will be undertaken at a price calculated on the Valuation Point of the first relevant Dealing Day after the restart of dealings in Shares.

2.3.11. ACD Dealing as Principal

The ACD will, on the completion of the valuation of each Fund, advise the Depositary of the issue and cancellation prices of Shares of the Fund. These are the prices which the ACD has to pay to the Depositary for the issue of Shares or which the ACD will receive from the Depositary upon the cancellation of Shares. The ACD deals as principal in these Shares and may hold Shares for its own account. However, Shares will generally only be held by the ACD to facilitate Share orders and will not be held for speculative purposes. Any profits or losses arising from such transactions shall accrue to the ACD and not to the Fund. The ACD is under no obligation to account to the Depositary, or to Shareholders for any profit it makes on the issue or re-issue of Shares or cancellation of Shares which it has redeemed.

2.4. Share Prices

2.4.1. Pricing Basis

The Company deals on a forward pricing basis. A forward price is calculated at the next valuation of the Scheme Property after the purchase, sale or switch of Shares is agreed.

Shares are priced on a single, mid-market basis in accordance with the FCA Rules.

2.4.2. Calculation of Prices

Valuations

The price of a Share is calculated by reference to the Net Asset Value of the Fund to which it relates and the basis of calculation of Net Asset Value is summarised below. The ACD will carry out a valuation of each Fund with the frequency and at the times detailed in Appendix II.

The ACD reserves the right, subject to prior approval from the Depositary, to:

- (A) value the property of all or any of the Funds at an alternative time on any day on which the London Stock Exchange reduces the length of its mandatory quote period; and
- (B) suspend valuation of the property of a Fund at any time when the buying, selling and exchanging of Shares is suspended.

Investors should bear in mind that, on purchase, the ACD's preliminary charge is added to the price of Shares and, on a sale, any applicable redemption charge will be deducted from the proceeds of the sale. In addition, for both purchases and sales by investors, there may be a dilution adjustment.

Special Valuations

The ACD may carry out an additional valuation of the property of a Fund at any time during a Business Day if it is desirable to do so and may carry out special valuations in the following circumstances:

- (A) where necessary for the purposes of effecting a scheme of reconstruction or amalgamation; or
- (B) on the day on which the annual or half-yearly accounting period ends.

2.4.3. Calculation of Net Asset Value

The Net Asset Value of the property of each individual Fund shall be the value of the relevant assets less the value of the relevant liabilities determined in accordance with the Company's Instrument of Incorporation. A summary of the provisions follows.

- (A) All the Scheme Property (including receivables) is to be included, subject to the following provisions.
- (B) Property which is not cash (or other assets dealt with in paragraph (3) 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:
 - (1) 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 provided 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 if 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;
 - (2) exchange-traded derivative contracts:
 - (i) if a single price for buying and selling the exchange traded derivative is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, at the average of the two prices;
 - (3) 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;
 - (4) 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 if 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
- (5) property other than that described in (1), (2), (3) and (4) above: at a value which, in the opinion of the ACD, represents a fair and reasonable mid-market price.
- (C) Cash and amounts held in current, deposit and margin accounts and in other time-related deposits shall be valued at their nominal values.
- (D) 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 payments made or received and all consequential action required by the FCA Rules or the Instrument of Incorporation shall be assumed (unless the contrary has been shown) to have been taken.
- (E) Subject to paragraphs (F) and (G) 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.
- (F) 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 paragraph (E).
- (G) All agreements are to be included under paragraph (E) 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.
- (H) Deduct an estimated amount for the anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of a Fund; on realised capital gains in respect of the previously completed and current accounting periods; and on income where liabilities have accrued), including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax, value added tax, stamp duty and stamp duty reserve tax.
- (I) 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.
- (J) Deduct the principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings.
- (K) Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
- (L) Add any other credits or amounts due to be paid into the Scheme Property.
- (M) 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.

(N) Currencies or values in currencies other than the base currency 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.

When an investment is fair valued, there is no guarantee that the investment will be sold at the price at which a Fund is carrying the investment. The ACD monitors domestic and foreign markets and news information for any developing events that may have an impact on the valuation of the Fund's investments.

Where the ACD believes that a reliable share price cannot be established as at the Valuation Point on the Dealing Day, dealing in the relevant Fund may be suspended.

2.4.4. Publication of Prices

Details for each Fund are set out in Appendix II.

Prices for each Fund are published on Schroders' website: www.Schroders.co.uk. Shareholders can obtain up-to-date Fund prices free of charge by telephoning 0800 718 788.

The ACD is not responsible for any errors in publication or for the non-publication of prices. The ACD issues and redeems Shares on a forward pricing basis, not on the basis of the published prices.

2.4.5. Dilution Adjustment

The actual cost of purchasing or selling Shares in a Fund may be higher or lower than the mid-market value used in calculating the Share price. These costs may include dealing charges, commissions and the effects of dealing at prices other than the mid-market price. The effects of transaction charges and the dealing spread may have a materially disadvantageous effect on the Shareholders' interests in a Fund.

To prevent this effect, known as "dilution", the ACD may charge a dilution adjustment when there are net inflows into a Fund or net outflows from a Fund, so that the price of a Share is above or below that which would have resulted from a mid-market valuation. It is not, however, possible to predict accurately whether dilution will occur at any point in time. Consequently it is not possible to accurately predict how frequently the ACD will need to make such a dilution adjustment. The charging of a dilution adjustment may reduce the redemption price or increase the purchase price of Shares. The imposition of a dilution adjustment will depend on the volume of sales or redemptions of Shares. The ACD may make a dilution adjustment:

- (A) if net sales or redemptions are over 1.0% of the Fund's Net Asset Value; or
- (B) on a Fund experiencing large levels of net sales relative to its size; or
- (C) where a Fund is in continual decline (i.e. is suffering a net outflow of investments); or
- (D) in any other case where the ACD believes that it is in the interest of Shareholders to impose a dilution adjustment.

The dilution adjustment for each Fund will be calculated by reference to the costs of dealing in the underlying investments of that Fund, including any dealing spreads, commission and transfer taxes. The cost of dealing in underlying investments can vary over time and as a result the amount of dilution adjustment will also vary over time. The

price of each Class of Share in a Fund will be calculated separately but any dilution adjustment will affect the price of Shares of each Class of Share in each Fund equally.

On the occasions when the dilution adjustment is not made there may be an adverse impact on the total assets of the Fund.

For illustrative purposes, the table below sets out how many times the ACD applied a dilution adjustment on the dealing in Shares of each Fund over the 12 month period from 1 January 2018 to 31 December 2018. However, such historical information does not constitute a projection. As dilution is related to the inflows and outflows of money from the Fund it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently it is also not possible to accurately predict how frequently the ACD will need to make such a dilution adjustment. In the usual course of business, the application of a dilution adjustment will be triggered mechanically and on a consistent basis.

	<i>Number of times dilution adjustment applied in 2018</i>
Schroder European Equity Absolute Return Fund	4
Schroder UK Dynamic Absolute Return Fund	11

Because the dilution adjustment for each Fund will be calculated by reference to the costs of dealing in the underlying investments of that Fund, including any dealing spreads, and these can vary with market conditions, this means that the amount of the dilution adjustment can vary over time.

Estimated Dilution Adjustments

Estimates of the dilution adjustment calculated on securities held in each Fund, dealing expenses incurred and market conditions at the time of this Prospectus are:

	Estimated Dilution Adjustment applicable to purchases	Estimated Dilution Adjustment applicable to redemption
Schroder European Equity Absolute Return Fund	0.08%	0.09%
Schroder UK Dynamic Absolute Return Fund	0.87%	0.80%

These rates are indicative and are only intended to provide a guide to Shareholders and potential Shareholders on the possible rate at which the dilution adjustment may be charged. The ACD will review dilution adjustment charges at least once every 3 months.

Section 3

General Information

3. Charges and Expenses

3.1. ACD's Charges and Expenses

The ACD reserves the right to review levels of charges. Notice of any increase from the current levels will be dealt with in accordance with the FCA Rules.

Preliminary Charge

The ACD does not currently apply a preliminary charge on the sale of Shares. However, the ACD reserves the right to make a preliminary charge calculated on the basis of such percentage of the Shareholder's investment (plus value added tax if any). Any preliminary charge will be applied in accordance with COBS 6.1 of the FCA Rules.

Redemption Charge

The ACD currently makes no charge on the cancellation or redemption of Shares. However, the ACD reserves the right to charge up to 5% on the sale of Shares that have been held by the selling Shareholder for less than one year. The charge will be subsequently reduced by 1% for each complete year that the Shares have been held. Notice of the introduction of any such charge will be dealt with in accordance with the FCA Rules. Where a Shareholder has acquired Shares at different times and seeks to redeem or cancel Shares, he/she will be treated, for the purposes of any redemption charge applied, as cancelling or redeeming Shares in the order in which they were acquired.

If redemption charges are introduced, and then such charges are changed, historical rates will be available from the ACD on request.

Investment Management Charge

The ACD is entitled to make a periodic investment management charge (plus value added tax if any) calculated at an annual percentage rate based upon the value of the property of each Fund. The actual amount applicable to each Share Class is set out in Appendix II. The periodic management charge shall accrue daily and will be determined by reference to the NAV of each Fund on each Business Day and shall be deducted and paid at the end of each month. The investment management charge will be taken from either the capital or income of the Fund, as detailed in Appendix II.

Those Funds that have the investment management charge deducted from capital may accordingly have their capital growth constrained.

Administration Charge

The ACD makes a charge of up to 0.15% per annum of the Net Asset Value of each Fund for its administration services including the costs of registrar and transfer agency services provided by the Transfer Agent.

The Administration Charge is calculated and accrued daily on the Net Asset Value of each Fund. The Administration Charge is payable on, or as soon as is practicable after, the last Business Day in that calendar month. All or part of the administration charge may be waived at the ACD's discretion.

As the Administration Charge is a fixed percentage of the Net Asset Value of a Fund it will not vary with the cost of providing the relevant services. As such the ACD could make a profit (or loss) on the provision of those services, which will fluctuate over time on a Fund by Fund basis.

Performance Fee

The ACD is entitled to receive out of the assets of each Share Class of the Schroder European Equity Absolute Return Fund a performance related management fee (the Performance Fee) equal to 20% of the increase in the Net Asset Value of each Share of each Class (after adding back any distributions made if applicable) of the Fund above the Hurdle Rate outstanding in respect of each Performance Period. The model used to calculate the Performance Fee for Schroder European Equity Absolute Return Fund is set out in (A) below.

The ACD is entitled to receive out of the assets of each Share Class of the Schroder UK Dynamic Absolute Return Fund a performance related management fee (the Performance Fee) equal to 20% of the increase in the Net Asset Value of each Share of each Class (after adding back any distributions made if applicable) outstanding in respect of each Performance Period. The model used to calculate the Performance Fee for Schroder UK Dynamic Absolute Return Fund is set out in (B) below.

The Performance Fee will be calculated and paid only after consideration of all other payments.

The Performance Period for each Fund is from 1 October to 30 September (the Financial Year).

The ACD reserves the right to review levels of charges. Notice of any increase from the current levels will be dealt with in accordance with the FCA Rules.

For any Performance Fee to be payable in a Performance Period any previous underperformance will need to have been made good during the course of that Performance Period. There is no maximum ceiling in terms of the monetary amount of Performance Fee that may be charged.

(A) Performance Fees – With a Hurdle rate and a High Water Mark

The Performance Fee is payable if the Net Asset Value exceeds the High Water Mark and the Hurdle Rate.

The Performance Fee, if applicable, is payable yearly during the month immediately following the end of each Financial Year. In addition if a Shareholder redeems or switches all or part of their Shares before the end of a Performance Period, any accrued Performance Fee with respect to such Shares will crystallise on that Dealing Day and will then become payable to the ACD. The High Water Mark is not reset on those Dealing Days at which Performance Fee crystallises following the redemption or switch of Shares.

It should be noted that as the Net Asset Value per Share may differ between Share Classes, separate Performance Fee calculations will be carried out for separate Share Classes within the same Fund, which, therefore, may become subject to different amounts of Performance Fee.

A Share Class Performance Fee is accrued on each Business Day, on the basis of the difference between the Net Asset Value per Share on the preceding Business Day (before deduction of any provision for the Performance Fee) and the hurdle, multiplied by the number of Shares in issue on that Business Day or in the case of a Performance Fee based on outperformance over a benchmark the higher of the Net Asset Value per Share (i.e. the hypothetical Net Asset Value per Share assuming a performance based on the benchmark until the preceding Dealing Day) or the High Water Mark, multiplied by the number of Shares in issue on that Business Day.

On each Dealing Day, the accounting provision made on the immediately preceding Dealing Day is adjusted to reflect the Share's performance, positive or negative, calculated as described above. If the Net Asset Value per Share on any given Dealing Day is lower than the Net Asset Value or the High Water Mark, the provision made on such Dealing Day is returned to the relevant Share Class within the relevant Fund. The accounting provision may, however, never be negative. Under no circumstances will the ACD pay money into a Fund or to any Shareholder for any underperformance.

(B) Performance Fees – With a High Water Mark only

The Performance Fee is payable if the Net Asset exceeds the High Water Mark.

The Performance Fee is payable yearly during the month immediately following the end of each financial year. In addition if a Shareholder redeems or switches all or part of their Shares before the end of a Performance Period, any accrued Performance Fee with respect to such Shares will crystallise on that Dealing Day and will then become payable to the ACD. The High Water Mark is not reset on those Dealing Days at which the Performance Fee crystallises following the redemption or switch of Shares.

It should be noted that as the Net Asset Value per Share may differ between Share Classes, separate Performance Fee calculations will be carried out for separate Share Classes within the Fund, which therefore may become subject to different amounts of Performance Fee.

A Share Class Performance Fee is accrued on each Business Day, on the basis of the difference between the Net Asset Value per Share on the preceding Business Day (before deduction of any provision for the Performance Fee) and the High Water Mark, multiplied by the number of Shares in issue on that Business Day.

On each Dealing Day, the accounting provision made on the immediately preceding Dealing Day is adjusted to reflect the Shares' performance, positive or negative, calculated as described above. If the Net Asset Value per Share of the Fund on the Dealing Day is lower than the High Water Mark, the provision made on such Dealing Day is returned to the relevant Share Class within the relevant Fund. The accounting provision may, however, never be negative. Under no circumstances will the ACD pay money into a Fund or to any Shareholder for any underperformance.

In relation to currency hedged Share Classes, currency hedged versions of the relevant Performance Fee benchmark (including currency equivalent cash benchmarks) may be used for Performance Fee calculation purposes.

High Water Mark and Hurdle Rate

The High Water Mark is a performance measure that is used to ensure that a Performance Fee is only charged where the Net Asset Value of the Fund has increased over the course of the Fund's Performance Period. The Hurdle Rate is the interest rate against which the performance of the Schroder European Equity Absolute Return Fund is measured for the purpose of calculating the performance fee. The High Water Mark and/or the Hurdle Rate is based on the mid-price of the relevant Fund on the last Business Day of the Performance Period and where a Performance Fee is payable. If no Performance Fee is payable at the end of the Performance Period, the High Water Mark will remain unchanged as of the end of the prior Performance Period.

Examples 1 to 6 show how the Performance Fee is calculated using the High Water Mark. Examples 7 to 9 show how the Performance Fee is calculated using the Hurdle Rate. For simplicity these examples refer to a single mid-price of Class P1 Shares using the following data and on the basis of the proposed 20% Performance Fee on any outperformance against the previous High Water Mark and/or Hurdle Rate. Please note that for ease of understanding, the examples provided below do not show the one Business Day lag between the actual performance event and the accrual of the Performance Fee. This lag may result in investors buying or selling Shares at prices different from those that would have prevailed in the absence of such a Performance Fee.

No Performance Fee will be accrued if the Share price is below the High Water Mark and/or the Hurdle Rate. If the Share price is above the High Water Mark and/or the Hurdle Rate, a Performance Fee will be accrued according to the following formulae:

Accrued Performance Fee = accrued fee brought forward + that day's Performance Fee

Day's Performance Fee = opening shares for the day x (closing price - previous day's price + the deduction of any performance fee accrual) x 20%.

The day's Performance Fee will either increase or reduce the accrued fee, depending upon whether the performance is positive or negative. The accrued fee will not be allowed to become a negative monetary amount. The gross reference prices used in each of the calculations are exclusive of any accrued Performance Fee.

These examples refer to a single Share price of Class P1 Shares.

Valuation Point	Gross Price	HWM	Net price
A	100p	100p	100p
B	110p	100p	108p
C	90p	100p	90p
D	102p	100p	101.6p
E	111.6p	101.6p	109.6p
F	101.6p	101.6p	101.6p

In the above examples the High Water Mark is 100p to point D at which point the Performance Fee is taken and the High Water Mark is reset to 101.6p.

Example 1

A first investor buys Shares at the Valuation Point A at 100p. At Valuation Point B the gross price has risen to 110p which is 10p in excess of the High Water Mark of 100p so the Performance Fee accrual is 2p (20% of 10p). This means that those buying Shares at this point will pay 108p per Share. The Performance Fee will not be crystallised (paid to the ACD) until the end of the Performance Period which is Valuation Point D.

Example 2

At Valuation Point C the gross price has fallen by 20p from 110p to 90p. Since this is below the High Water Mark of 100p, the Share Class has accrued no Performance Fee for the period from Valuation Point B to Valuation Point C. Moreover, as the Share Class has underperformed its High Water Mark since Valuation Point A, the Performance Fee accrued to Valuation Point B (2p) has been reversed which means that the net price will now be set at 90p. Consequently if the first investor redeems at Valuation Point C they will receive less than they initially invested but neither will they have paid any Performance Fee.

Example 3

The second investor acquires shares at the Valuation Point C at 90p. At Valuation Point D the gross price has risen to 102p, an increase of 12p from the price at which he bought Shares. The High Water Mark is still 100p, so a Performance Fee will only be charged on the 2p increase from 100p to 102p. This equates to a performance accrual of 0.4p (20% of 2p) resulting in a net price of 101.6p. Thus the investor's Shares will only incur a Performance Fee on that proportion of the price which is in excess of 100p but not on the increase in value from 90p to 100p. Moreover the Shares acquired by the first investor will not therefore incur a Performance Fee twice for the same Performance Period.

Example 4

The second investor sells Shares at the Valuation Point D at 101.6p having bought those shares at 90p. Whilst the gross value of the Shares has increased by 12p (excluding the Performance Fee accrual) since they initially bought the Shares they will only incur a Performance Fee on that proportion of the gross price which is in excess of 100p.

Example 5

A third investor buys Shares at the Valuation Point D at 101.6p. At this Valuation Point the Performance Fee is crystallised and the High Water Mark is reset at 101.6p. At Valuation Point E the gross price increases by 10p to 111.6p so a Performance Fee is only charged on that 10p increase equating to a Performance Fee accrual of 2p (20% of 10p). This results in a net price of 109.6p.

Example 6

At Valuation Point F the gross price falls by 10p from 111.6 to 101.6p at which point the third investor sells. As the Share Class has underperformed its High Water Mark since Valuation Point E, the Performance Fee accrued to Valuation Point E (2p) has been reversed which means that the net price will now be set at 101.6p. Consequently if the third investor redeems at Valuation Point F they will pay no Performance Fee.

Valuation Point	Gross Price	HWM	Hurdle	Net price
A	100p	100p	100p	100p
B	102p	100p	101.50p	101.60p
C	99p	100p	102p	99p
D	104p	100p	102p	103.20p

Example 7

At Valuation Point A the gross price is 100p. At valuation point B the gross NAV has risen to 102p which is in excess of the Hurdle Rate of 101.50p so the Performance Fee accrued is 0.4p (20% of 2p). The net price is set at 101.90p. The Performance Fee will not be crystallised (paid to the ACD) until the end of the Performance Period which is Valuation Point D.

Example 8

At Valuation Point C the gross price falls by 3p to 99p. This is below the Hurdle Rate and the High Water Mark so there is no Performance fee accrual. The Fund has underperformed the Hurdle Rate since the start of the Performance Period so the performance accrual is reduced to zero and the net price is set at 99p. As the investor's Shares will only incur a Performance Fee on that proportion of the price which is in excess of the Hurdle Rate then the previous accrual is reversed. If an investor who invested at Valuation Point A redeems at Valuation Point C they will receive less than they initially invested but a Performance Fee will not be paid.

Example 9

At Valuation Point D the gross price increases from 99p to 104p. This is above the High Water Mark and the Hurdle Rate so there is a Performance Fee accrual. The Fund has outperformed the Hurdle Rate since the start of the Performance Period by 2p so the performance accrual is 20% of 2p which is 0.20p. The net price is set at 103.80p and the Performance Fee is crystallised. If an investor sells Shares at the Valuation Point D at 103.80p having bought those shares at 99p they will incur a Performance Fee on that proportion of the gross price which is in excess of 102p.

Investors can obtain further details about the Performance Fee by contacting the ACD.

3.2. Depositary's Charges and Expenses

The Depositary's remuneration, which is payable out of the assets of the Company, is a periodic charge at such annual percentage of the value of the Scheme Property of the Company as is set out in the table below, with the Scheme Property of the Company being valued and such remuneration accruing and being paid on the same basis as the ACD's periodic charge. Currently, the ACD and the Depositary have agreed that the Depositary's remuneration in respect of the Company shall be calculated on a sliding scale as follows:

Value of Scheme Property	Fee
On the first £500 million	0.009%
On the next £500 million	0.005%
Excess above £1 billion	0.001%

The Depositary is also entitled to receive out of the Scheme Property remuneration for performing or arranging for the performance of the functions conferred on the Depositary by the Instrument of Incorporation or the FCA Rules. The Depositary's remuneration under this paragraph shall accrue when the relevant transaction or other dealing is effected and shall be paid in arrears on the next following date on which payment of the Depositary's periodic charge is to be made or as soon as practicable thereafter. Currently the Depositary does not receive any remuneration under this paragraph.

The Depositary is permitted to increase its remuneration subject to the agreement of the ACD. If the charge materially increases the payment out of the Company, written notice will be given in the same manner as for an increase to the ACD's preliminary charge detailed above.

In addition to the remuneration referred to above, the Depositary will be entitled to receive reimbursement for expenses properly incurred by it in the discharge of its duties or exercising any of the powers conferred upon it in relation to the Company and each Fund, subject to approval by the ACD.

The Depositary has appointed JPMorgan Chase Bank, N.A. (London Branch) as the Custodian of the Scheme Property. The Custodian is entitled to receive reimbursement of the Custodian's fees as an expense of the Funds. The Custodian's remuneration for acting as Custodian is calculated at an ad valorem rate determined by the territory or country in which the assets of the Company are held. Currently, the lowest rate is 0.0005% and the highest rate is 0.4000%. In addition, the Custodian makes a transaction charge determined by the territory or country in which the transaction is effected. Currently, these transaction charges range from £2 to £100 per transaction.

The Depositary is also entitled to be reimbursed out of the Scheme Property in respect of remuneration charged by the Custodian for such services as the ACD, Depositary and the Custodian may from time to time agree, being services delegated to the Custodian by the Depositary in performing or arranging for the performance of the functions conferred on the Depositary by the Instrument of Incorporation or the FCA Rules. Remuneration charged under this paragraph shall accrue when the relevant transaction or other dealing is effected and shall be paid in arrears. Currently the Custodian does not receive any remuneration under this paragraph.

The Custodian is permitted to increase its remuneration subject to the agreement of the Depositary and ACD. If the remuneration materially increases the payment out of the Scheme, written notice will be given in the same manner as for an increase to the ACD's preliminary charge detailed above.

3.3. Other Expenses

In addition to the fees and expenses of each of the ACD and the Depositary, including those the Depositary incurs in the implementation of the Depositary Agreement, and any applicable value added tax thereon the following expenses may be paid out of the property of a Fund:

(A) brokers' commission, fiscal charges and other disbursements which are:-

- (1) necessarily incurred in effecting transactions for that Fund; and
- (2) normally shown in contract notes, confirmation notes and difference accounts as appropriate.

- (B) interest on borrowings permitted under that Fund and charges incurred in effecting or terminating or in negotiating or varying the terms of such borrowings;
- (C) taxation and duties payable in respect of the property of that Fund or the issue of shares in that Fund;
- (D) any costs incurred in modifying the Instrument of Incorporation and the Prospectus, including costs incurred in respect of meetings of Shareholders convened for the purpose of approving such modifications;
- (E) any costs incurred in respect of meetings of Shareholders convened for any purpose including those convened by the Shareholders;
- (F) liabilities on amalgamation or reconstruction arising after the transfer of property to the Company in consideration for the issue of Shares as more fully described in the FCA Rules;
- (G) the audit fees and any proper expenses of the auditors and of tax, legal and other professional advisers to the Company;
- (H) the fees of the FCA under Schedule 1, Part III of the Act and any corresponding periodic fees of any regulatory authority in a country or territory outside the UK in which Shares in that Fund are, or may, be marketed;
- (I) any expenses or disbursements of the Depositary incurred in exercising any powers conferred upon the Depositary, or in performing any of the duties imposed upon it by the OEIC Regulations, the FCA Rules, the Instrument of Incorporation or by law, which duties may include:
 - (1) delivery of stock to the Depositary or Custodian;
 - (2) custody of assets;
 - (3) collection of income and capital;
 - (4) submission of tax returns;
 - (5) handling tax claims;
 - (6) preparation of the Depositary's annual report; and
 - (7) such other duties as the Depositary is required by the OEIC Regulations, the FCA Rules, the Instrument of Incorporation or by law to perform;
- (J) the fees and expenses payable by the ACD to the Company's fund accountant in respect of:
 - (1) preparation of financial statements for the Funds;
 - (2) preparation of tax returns;
 - (3) any expenses incurred by the Company in connection with the maintenance of its accounting and other books and records;
- (K) any costs arising in connection with the publication and despatch of the price of Shares;
- (L) all costs arising from despatch of the half-yearly and other reports of the Company;

- (M) such other expenses as the ACD resolves are properly payable out of the Scheme Property including, without limitation and for the avoidance of doubt, the legal costs and other expenses incurred by the ACD in establishing and maintaining the Company and each Fund;
- (N) any sum due or payable by virtue of any provision of the FCA Rules;
- (O) fees and expenses in respect of establishing and maintaining the register of Shareholders, including any sub-registers kept for the purpose of the administration of (when applicable) Individual Savings Accounts (ISAs), are payable quarterly out of the property of the Funds;
- (P) any costs incurred in taking out and maintaining any insurance policy in relation to the Company;
- (Q) any payment permitted by COLL 6.7.15R;
- (R) any payments otherwise due by virtue of a change to the OEIC Regulations;
- (S) any costs incurred which are associated with independent risk monitoring or daily "value at risk" or "VaR" calculations (part of the risk monitoring process);
- (T) any costs incurred in preparing, translating, producing (including printing), distributing and modifying the Instrument of Incorporation, the Prospectus and Key Investor Information Document (apart from the costs of distributing the Key Investor Information Document) or reports, accounts, statements, contract notes and other like documentation, or any other relevant document required under the FCA Rules or the OEIC Regulations;
- (U) any costs incurred in qualifying the Company for the sale of Shares in any jurisdiction and any ongoing costs relating to such registration for sale;
- (V) costs of establishing and maintaining the hedging programme for the hedged Share classes. The liabilities, expenses and charges directly attributable to a hedged Share class will be charged to that specific hedged Share class;
- (W) 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
- (X) such other expenses as the ACD resolves are properly payable out of a Fund's property.

The ACD is also entitled to be paid by the Company out of the Scheme Property any expenses incurred by the ACD or its delegates of the kinds described above. Payments will be charged to the capital or income of the Fund in accordance with the FCA Rules.

Subject to current HM Revenue & Customs (HMRC) regulations, Value Added Tax at the prevailing rate may be payable in connection with the Depositary's remuneration, the Custodian's remuneration and, where appropriate the expenses in (A) to (X) above.

3.4. Allocation of Charges and Expenses Between Funds

All charges and expenses will be charged to a Fund in respect of which they were incurred (and, within a Fund, charges and expenses will be allocated between Classes in accordance with the terms of issue of Shares of those Classes). Any

charges and expenses not attributable to any one Fund will normally be allocated by the ACD to all Funds pro rata to the Net Asset Value of each Fund, although the ACD has discretion to allocate such charges and expenses in a different manner which it considers fair to Shareholders generally.

The net proceeds from subscriptions to a Fund will be invested in the specific pool of assets constituting that Fund. The Company will maintain for each current Fund a separate pool of assets, each invested for the exclusive benefit of the relevant Fund. The Company as a whole will be responsible for all obligations, whichever Fund such liabilities are attributable to, unless otherwise agreed with specific creditors.

To the extent that any Scheme Property, or any assets to be received as part of the Scheme Property, or any costs, charges or expenses to be paid out of the Scheme Property, are not attributable to one Fund only, the ACD will allocate such Scheme Property, assets, costs, charges or expenses between Funds in a manner which it considers to be fair to all Shareholders of the Company.

Where a Fund has different Classes, each Class may attract different charges and so monies may be deducted from the Scheme Property attributable to such Classes in unequal proportions. In these circumstances, the proportionate interests of the Classes within a Fund will be adjusted accordingly.

3.5. Allocation of Expenses Between Capital and Income

Expenses (including charges payable to the ACD) are allocated between capital and income in accordance with the FCA Rules. However, the approach for a given Fund is set out in Appendix II. Where expenses are deducted in the first instance from income, if and only if this is insufficient, deductions will be made from capital. If deductions are made from capital, this will result in capital erosion and constrain growth.

3.6. Income

3.6.1. Income Allocations

Allocations of income are made in respect of the income available for allocation in each annual accounting period.

Distributions of income for each Fund are paid on or before the annual income allocation date of 30 November. In the case of Funds with income Shares in issue, interim distributions will be paid on the interim allocation dates set out in Appendix II.

The amount available for allocation in an accounting period is calculated by:

- (A) taking the aggregate of the income received or receivable for the account of the relevant Fund for the accounting period;
- (B) deducting the charges and expenses of the Fund paid or payable out of income where appropriate for that accounting period; and
- (C) making such adjustments as the ACD considers appropriate (and after consulting the auditors as appropriate) in relation to tax and certain other issues.

If a distribution remains unclaimed for a period of six years after it has become due, it will be forfeited and become part of the capital property of the Company.

In order to conduct a controlled dividend flow to Shareholders interim distributions will be made at the ACD's discretion, up to the maximum of the distributable income available for the period. All remaining income is distributed in accordance with the FCA Rules.

3.6.2. Income Equalisation

The purchase price of a Share reflects the entitlement to share in the accrued income of the relevant Fund since the previous allocation. This capital sum, known as "income equalisation", is returned to Shareholders with the first allocation of income in respect of a Share issued during an accounting period.

The amount of income equalisation is calculated by dividing the aggregate of the amounts of income included in the price of Shares of the relevant Class issued 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.

3.6.3. Accounting Periods

The annual accounting period of the Company ends each year on the last day of September (the accounting reference date). The Company's first accounting period ended on 30 September 2008. The interim accounting period ends each year on 31 March.

3.7. UK Taxation

The taxation of income and capital gains of both the Funds and Shareholders is subject to the fiscal law and practice of the UK and of the jurisdictions in which Shareholders are resident or otherwise subject to tax. The following summary of the anticipated tax treatment in the UK does not constitute legal or tax advice and applies only to persons holding Shares as an investment.

Prospective investors should consult their own professional advisers on the tax implications of making an investment in, holding or disposing of Shares and the receipt of distributions and deemed distributions with respect to such Shares under the laws of the countries in which they may be liable to taxation.

This summary is based on the taxation law and practice in force at the date of this document, but prospective investors should be aware that the relevant fiscal rules and practice or their interpretation might change. The following tax summary is not a guarantee to any investor of the tax results of investing in the Funds.

3.7.1. Taxation of the Company and its Funds

As the Funds are sub-Funds of an open-ended investment company to which the Authorised Investment Funds (Tax) Regulations 2006 apply, the Company and its Funds are generally exempt from UK tax on capital gains realised on the disposal of investments (including interest paying securities and derivatives) held within the Funds. Each of the Funds will be treated as a separate entity for UK tax purposes.

The Funds are liable to UK corporation tax at a current rate of 20% on certain categories of income after the deduction of expenses of management. The Funds are generally exempt from UK corporation tax on the receipt of dividends and other distributions (including dividend distributions received

from non-UK companies) subject to certain exclusions and specific anti-avoidance rules. Credit is given for all or part of any foreign tax paid on the Company's income.

3.7.2. A Fund will make dividend distributions except where over 60% of its property has been invested throughout the distribution period in qualifying assets (broadly interest-paying investments), in which case it will make interest distributions. Dividend and interest distributions made or treated as made by each Fund are not subject to UK withholding tax. Taxation of Shareholders

Each Fund will be treated for tax purposes as distributing to its Shareholders for each distribution period the whole of the income shown in its accounts as being income available for payment to Shareholders or for reinvestment, regardless of the amount actually distributed. Accordingly, any excess of the amount so shown over the income actually distributed will be deemed to be distributed to Shareholders in proportion to their respective interests in the Fund. The date of any such deemed distribution will be determined by the Fund's relevant interim or annual income allocation date (details of which are given above).

Dividend Distributions

UK resident individual Shareholders

Where shares are held outside an ISA, total dividends received in a tax year up to the tax free dividend allowance will be free of income tax. Dividends totalling in excess of that amount will be subject to tax at the Shareholder's marginal rate of tax. The rates applicable to dividend income are 7.5%, 32.5% and 38.1% where they fall within the basic rate, higher rate and additional rate bands respectively. Dividends received on shares held within an ISA will continue to be tax-free.

UK resident corporate Shareholders

Corporate Shareholders who receive dividend distributions may have to divide them into two (in which case allocation between franked investment income and unfranked income received will be set out on the tax voucher). Any part representing dividends received from a UK company will be treated as dividend income (that is, franked investment income) and no further tax will be due on it. The remainder will be received as an annual payment after deduction of income tax at the basic rate, and corporate shareholders may, depending on their circumstances, be liable to tax on the gross distribution, subject to credit for the tax deemed deducted..

The corporate streaming rules also limit the maximum amount of income tax that may be reclaimed from HMRC on the unfranked stream. The maximum amount reclaimable by a corporate Shareholder is the corporate Shareholder's proportion of the Company's net liability to corporation tax in respect of gross income. The tax voucher will state the Company's net liability to corporation tax in respect of the gross income.

Interest Distributions

Bond Funds pay interest distributions without the deduction of withholding tax (which will be automatically reinvested in the Fund in the case of Accumulation Shares). The Funds do not make interest distributions.

Income Equalisation

The first income allocation received by an investor after buying Shares may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the investor as part of the purchase price. It is a return of capital, and is not taxable. Rather it should be deducted from the acquisition cost of the Shares for capital gains tax purposes. There is an exception to this rule when the equalisation forms part of the first income distribution following a switch or share/unit class conversion, in which case the entire distribution should be treated as income and no part of it will represent a return of capital.

Capital Gains

UK resident individual Shareholders

Shareholders who are resident in the UK for tax purposes may, depending on their personal circumstances, be liable to capital gains tax on gains arising from the redemption, transfer or other disposal of Shares. However, if the total gains from all sources realised by an individual Shareholder in a tax year, after deducting allowable losses, are less than the annual exemption, there is no capital gains tax to apply. Individual Shareholders with net gains in excess of the annual exemption will be chargeable to capital gains tax at the rate of tax applicable to them. Where income equalisation applies (see above), the buying price of Shares includes accrued income which is repaid to the investor with the first allocation of income following the purchase. This repayment is deemed to be a repayment of capital and is therefore made without deduction of tax but must be deducted from the investor's base cost of the relevant Shares for purposes of calculating any liability to capital gains tax.

UK resident corporate Shareholders

Corporate Shareholders within the charge to UK corporation tax will be subject to corporation tax on gains arising from the redemption, transfer or other disposal of Shares.

Individual Shareholders will find further information in HM Revenue & Customs' Help Sheets, available at www.hmrc.gov.uk/sa/forms/content.htm or from the Orderline 0845 9000 404 to help them complete their tax returns.

This summary on tax issues relating to Funds is an overview only and investors should consult their own tax adviser for a more detailed analysis of tax issues arising for them from investing in a Fund.

3.7.3. Automatic Exchange of Information US Foreign Account Tax Compliance Act 2010 (FATCA) and OECD Common Reporting Standard 2016 (CRS)

FATCA was enacted in the United States of America on 18 March 2010 as part of the Hiring Incentives to Restore Employment Act. It includes provisions under which the ACD as a Foreign Financial institution (FFI) may be required to report directly to the Internal Revenue Service (IRS) certain information about shares in a Fund held by US tax payers or other foreign entities subject to FATCA and to collect additional identification information for this purpose. Financial institutions that do not enter into an agreement with the IRS and comply with FATCA regime could be subject to 30% withholding tax on any payment of US source income as well as on the gross proceeds deriving from the sale of securities generating US income made to the ACD. On 30 June 2014 the United Kingdom entered into a Model 1 Intergovernmental agreement (IGA) with the United States of America.

CRS has been implemented by Council Directive 2014/107/EU on the mandatory automatic exchange of tax information which was adopted on 9 December 2014. CRS was implemented among most member states of the European Union on 1 January 2016. Under CRS, the ACD may be required to report to HMRC certain information about Shares held in a Fund or Funds by investors who are tax resident in a CRS participating country and to collect additional identification information for this purpose.

In order to comply with its FATCA and CRS obligations, the ACD may be required to obtain certain information from Shareholders so as to ascertain their tax status. Under the FATCA IGA referred to above, if the Shareholder is a specified US person, a US owned non-US entity, non-participating FFI or does not provide the requisite documentation, the ACD will need to report information on these Shareholders to HMRC, in accordance with applicable laws and regulations, which will in turn report this to the IRS. Under CRS, if the Shareholder is tax resident in a CRS participating country and does not provide the requisite documentation, the ACD will need to report information on these Shareholders to HMRC, in accordance with applicable laws and regulations. Provided that the ACD acts in accordance with these provisions it will not be subject to withholding tax under FATCA.

Shareholders and intermediaries should note that it is the existing policy of the ACD that Shares are not being offered or sold for the account of US Persons or Shareholders who do not provide the appropriate CRS information. Subsequent transfers of Shares to US Persons are prohibited. If Shares are beneficially owned by any US Person or a person who has not provided the appropriate CRS information, the ACD may in its discretion compulsorily redeem such Shares. Shareholders should moreover note that under the FATCA legislation, the definition of specified US persons will include a wider range of Shareholders than the current US Persons definition.

Appendix I

Risks of Investments

1. Investment Objective Risk

Investment objectives express an intended result but there is no guarantee that such a result will be achieved. Depending on market conditions and the macro economic environment, investment objectives may become more difficult or even impossible to achieve. There is no express or implied assurance as to the likelihood of achieving the investment objective for a Fund.

2. Risk of Suspension of Share dealings

Investors are reminded that in certain circumstances their right to redeem or transfer Shares may be suspended (see section 1.3.10 "Suspension of Dealing in Shares").

3. Interest Rate Risk

The values of bonds and other debt instruments usually rise and fall in response to changes in interest rates. Declining interest rates generally increase the values of existing debt instruments, and rising interest rates generally reduce the value of existing debt instruments. Interest rate risk is generally greater for investments with long durations or maturities. Some investments give the issuer the option to call or redeem an investment before its maturity date. If an issuer calls or redeems an investment during a time of declining interest rates, a Fund might have to reinvest the proceeds in an investment offering a lower yield, and therefore might not benefit from any increase in value as a result of declining interest rates.

4. Credit Risk

The ability, or perceived ability, of an issuer of a debt security to make timely payments of interest and principal on the security will affect the value of the security. It is possible that the ability of the issuer to meet its obligation will decline substantially during the period when a Fund owns securities of that issuer, or that the issuer will default on its obligations. An actual or perceived deterioration in the ability of an issuer to meet its obligations will likely have an adverse effect on the value of the issuer's securities.

If a security has been rated by more than one nationally recognised statistical rating organisation the Fund's Investment Adviser may consider the highest rating for the purposes of determining whether the security is investment grade. A Fund will not necessarily dispose of a security held by it if its rating falls below investment grade, although the Fund's Investment Adviser will consider whether the security continues to be an appropriate investment for the Fund. The Fund's Investment Adviser considers whether a security is investment grade only at the time of purchase. Some of the Funds will invest in securities which will not be rated by a nationally recognised statistical rating organisation, but the credit quality will be determined by the Investment Adviser.

Credit risk is generally greater for investments issued at less than their face values and required to make interest payments only at maturity rather than at intervals during the life of the investment. Credit rating agencies base their ratings largely on the issuer's historical financial condition and the rating agencies' investment analysis at the time of rating. The rating assigned to any particular investment does not necessarily reflect the issuer's current financial condition,

and does not reflect an assessment of an investment's volatility and liquidity. Some of the Funds invest in below investment grade securities. Although investment grade securities generally have lower credit risk than securities rated below investment grade, they may share some of the risks of lower-rated securities, including the possibility that the issuers may be unable to make timely payments of interest and principal and thus default.

5. Liquidity Risk

Liquidity risk exists when particular investments are difficult to purchase or sell. A Fund's investment in illiquid securities may reduce the returns of the Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Investments in foreign securities, derivatives or securities with substantial market and/or credit risk tend to have the greatest exposure to liquidity risk. Illiquid securities may be highly volatile and difficult to value.

6. Inflation / Deflation Risk

Inflation is the risk that a Fund's assets or income from a Fund's investments may be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of a Fund's portfolio could decline. Deflation risk is the risk that prices throughout the economy may decline over time. Deflation may have an adverse effect on the creditworthiness of issuers and may make issuer default more likely, which may result in a decline in the value of a Fund's portfolio.

7. Financial Derivative Instrument Risk

For a Fund that uses financial derivative instruments to meet its investment objective, there is no guarantee that the performance of the financial derivative instruments will result in a positive effect for the Fund and its Shareholders. The use of financial derivative instruments may increase the Share price volatility, which may result in higher losses for the Shareholder.

A Fund may incur costs and fees in connection with total return swaps, contracts for difference or other financial derivative instruments with similar characteristics, upon entering into these instruments and/or any increase or decrease of their notional amount. The amount of these fees may be fixed or variable. Information on costs and fees incurred by each Fund in this respect, as well as the identity of the recipients and any affiliation they may have with the Depository, the Investment Manager or the ACD, if applicable, may be available in the annual report.

8. Warrants Risk

When a Fund invests in warrants, the price, performance and liquidity of such warrants are typically linked to the underlying stock. However, the price, performance and liquidity of such warrants will generally fluctuate more than the underlying securities because of the greater volatility of the warrants market. In addition to the market risk related to the volatility of warrants, a Fund investing in synthetic warrants, where the issuer of the synthetic warrant is different to that of the underlying stock, is subject to the risk that the issuer of the synthetic warrant will not perform its obligations under the transactions which may result in the Fund, and ultimately its Shareholders, suffering a loss.

9. Credit Default Swap Risk

The use of credit default swaps normally carries a higher risk than investing in bonds directly. A credit default swap allows the transfer of default risk. This allows a Fund to effectively buy insurance on a reference obligation it holds (hedging the investment) or buy protection on a reference obligation it does not physically own in the expectation that the credit will decline in quality. One party, the protection buyer, makes a stream of payments to the seller of the protection, and a payment is due to the buyer if there is a credit event (a decline in credit quality, which will be predefined in the agreement between the parties). If the credit event does not occur the buyer pays all the required premiums and the swap terminates on maturity with no further payments. The risk of the buyer is therefore limited to the value of the premiums paid. In addition, if there is a credit event and the Fund does not hold the underlying reference obligation, there may be a market risk as the Fund may need time to obtain the reference obligation and deliver it to the counterparty. Furthermore, if the counterparty becomes insolvent, the Fund may not recover the full amount due to it from the counterparty. The market for credit default swaps may sometimes be more illiquid than the bond markets. A Fund will mitigate this risk by monitoring in an appropriate manner the use of this type of transaction.

10. Futures, Options and Forward Transactions Risk

A Fund may use options, futures and forward contracts on currencies, securities, indices, currency, volatility, inflation and interest rates for hedging and investment purposes.

Transactions in futures may 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 Fund. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders.

Transactions in options may also carry a high degree of risk. Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the Fund is fixed, the Fund may sustain a loss well in excess of that amount. The Fund will also be exposed to the risk of the purchaser exercising the option and the Fund will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is “covered” by the Fund holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

Forward transactions and purchasing options, in particular those traded over-the-counter and not cleared through a central counterparty, have an increased counterparty risk. If a counterparty defaults, the Fund may not get the expected payment or delivery of assets. This may result in the loss of the unrealised profit.

11. Credit Linked Note Risk

A credit linked note is a debt instrument which assumes both credit risk of the relevant reference entity (or entities) and the issuer of the credit linked note. There is also a risk associated with the coupon payment; if a reference entity in a basket of credit linked notes suffers a credit event, the coupon will be re-set and paid on the reduced nominal

amount. Both the residual capital and coupon are exposed to further credit events. In extreme cases, the entire capital may be lost. There is also the risk that a note issuer may default.

12. Equity Linked Note Risk

The return component of an equity linked note is based on the performance of a single equity security, a basket of securities or an equity index. Investment in these instruments may cause a capital loss if the value of the underlying security decreases. In extreme cases the entire capital may be lost. These risks are also found in investing in equity investments directly. The return payable for the note is determined at a specified time on a valuation date, irrespective of the fluctuations in the underlying stock price. There is no guarantee that a return or yield on an investment will be made. There is also the risk that a note issuer may default.

A Fund may use equity linked notes to gain access to certain markets, for example emerging and less developed markets, where direct investment is not possible. This approach may result in the following additional risks being incurred – lack of a secondary market in such instruments, illiquidity of the underlying securities, and difficulty selling these instruments at times when the underlying markets are closed.

13. General Risks of over-the-counter “OTC” Derivative Transactions

Instruments traded in OTC markets may trade in smaller volumes, and their prices may be more volatile than instruments principally traded on exchanges. Such instruments may be less liquid than more widely traded instruments. In addition, the prices of such instruments may include an undisclosed dealer mark-up which a Fund may pay as part of the purchase price.

In general, there is less government regulation and supervision of transactions in OTC markets than of transactions entered into on organised exchanges. OTC derivatives are executed directly with the counterparty rather than through a recognised exchange and clearing house. Counterparties to OTC derivatives are not afforded the same protections as may apply to those trading on recognised exchanges, such as the performance guarantee of a clearing house.

The principal risk when engaging in OTC derivatives (such as non-exchange traded options, forwards, swaps or contracts for difference) is the risk of default by a counterparty who has become insolvent or is otherwise unable or refuses to honour its obligations as required by the terms of the instrument. OTC derivatives may expose a Fund to the risk that the counterparty will not settle a transaction in accordance with its terms, or will delay the settlement of the transaction, because of a dispute over the terms of the contract (whether or not bona fide) or because of the insolvency, bankruptcy or other credit or liquidity problems of the counterparty. Counterparty risk is generally mitigated by the transfer or pledge of collateral in favour of the Fund. The value of the collateral may fluctuate, however, and it may be difficult to sell, so there are no assurances that the value of collateral held will be sufficient to cover the amount owed to the Fund.

A Fund may enter into OTC derivatives cleared through a clearinghouse that serves as a central counterparty. Central clearing is designed to reduce counterparty risk and increase liquidity compared to bilaterally-cleared OTC derivatives, but it does not eliminate those risks completely. The central counterparty will require margin from the clearing broker

which will in turn require margin from the Fund. There is a risk of loss by a Fund of its initial and variation margin deposits in the event of default of the clearing broker with which the Fund has an open position or if margin is not identified and correctly reported to the particular Fund, in particular where margin is held in an omnibus account maintained by the clearing broker with the central counterparty. In the event that the clearing broker becomes insolvent, the Fund may not be able to transfer or "port" its positions to another clearing broker.

EU Regulation No 648/2012 on OTC derivatives, central counterparties and trade repositories (also known as the European Market Infrastructure Regulation, or EMIR), which came into force on 16 August 2012, introduces uniform requirements in respect of OTC derivative transactions by requiring certain "eligible" OTC derivatives transactions to be submitted for clearing to regulated central clearing counterparties and by mandating the reporting of certain details of derivatives transactions to trade repositories. In addition, EMIR imposes requirements for appropriate procedures and arrangements to measure, monitor and mitigate operational and counterparty credit risk in respect of OTC derivatives contracts which are not subject to mandatory clearing. These requirements include the exchange of margin and, where initial margin is exchanged, its segregation by the parties, including by the Funds.

While many of the obligations under EMIR have come into force, as at the date of this Prospectus the requirement to submit certain OTC derivative transactions to central clearing counterparties (CCPs) and the margin requirements for non-cleared OTC derivative transactions are subject to a staggered implementation timeline. It is not yet fully clear how the OTC derivatives market will adapt to the new regulatory regime. Prospective Shareholders and Shareholders should also be aware that EMIR will be transposed into UK law following Brexit ("UK EMIR"), but that the transposition of specific EMIR requirements in this context may be slightly nuanced in order to take account of the existing UK legal framework within which UK EMIR will function. Going forward, potentially there could also be differences in the manner in which further EMIR obligations (for instance, under the EMIR Refit) and similar future obligations under UK EMIR are defined and implemented. Accordingly, it is difficult to predict the full impact of EMIR and UK EMIR on the Funds, which may include an increase in the overall costs of entering into and maintaining OTC derivatives contracts and the need to comply with multiple regulatory regimes. Prospective Shareholders and Shareholders should be aware that the regulatory changes arising from EMIR, UK EMIR and other similar regulations such as the Dodd-Frank Wall Street Reform and Consumer Protection Act may in due course adversely affect a Fund's ability to adhere to its investment policy and achieve its investment objective. Shareholders should be aware that the regulatory changes arising from EMIR and other applicable laws requiring central clearing of OTC derivatives may in due course adversely affect the ability of the Funds to adhere to their respective investment policies and achieve their investment objective.

Investments in OTC derivatives may be subject to the risk of differing valuations arising out of different permitted valuation methods. Although the Company has implemented appropriate valuation procedures to determine and verify the value of OTC derivatives, certain transactions are complex and valuation may only be provided by a limited number of market participants who may also be acting as the

counterparty to the transactions. Inaccurate valuation can result in inaccurate recognition of gains or losses and counterparty exposure.

Unlike exchange-traded derivatives, which are standardised with respect to their terms and conditions, OTC derivatives are generally established through negotiation with the other party to the instrument. While this type of arrangement allows greater flexibility to tailor the instrument to the needs of the parties, OTC derivatives may involve greater legal risk than exchange-traded instruments, as there may be a risk of loss if the agreement is deemed not to be legally enforceable or not documented correctly. There also may be a legal or documentation risk that the parties may disagree as to the proper interpretation of the terms of the agreement. However, these risks are generally mitigated, to a certain extent, by the use of industry-standard agreements such as those published by the International Swaps and Derivatives Association (ISDA).

14. OTC Derivative Clearing Risk

A Fund's OTC derivative transactions may be cleared prior to the date on which the mandatory clearing obligation takes effect under EMIR in order to take advantage of pricing and other potential benefits. OTC derivative transactions may be cleared under the "agency" model or the "principal-to-principal" model. Under the principal-to-principal model there is usually one transaction between the Fund and its clearing broker and another back-to-back transaction between the clearing broker and the CCP whereas under the agency model there is one transaction between the Fund and the CCP. It is expected that many of a Fund's OTC derivative transactions which are cleared will be under the "principal-to-principal" model. However, the following risks are relevant to both models unless otherwise specified.

The CCP will require margin from the clearing broker which will in turn require margin from the Fund. The Fund's assets posted as margin will be held in an account maintained by the clearing broker with the CCP. Such account may contain assets of other clients of the clearing broker (an "omnibus account") and if so, in the event of a shortfall, the assets of the Fund transferred as margin may be used to cover losses relating to such other clients of the clearing broker upon a clearing broker or CCP default.

The margin provided to the clearing broker by a Fund may exceed the margin that the clearing broker is required to provide to the CCP, particularly where an omnibus account is used. The Fund will be exposed to the clearing broker in respect of any margin which has been posted to the clearing broker but not posted to and recorded in an account with the CCP. In the event of the insolvency or failure of the clearing broker, the Fund's assets posted as margin may not be as well protected as if they had been recorded in an account with the CCP.

A Fund will be exposed to the risk that margin is not identified to the particular Fund while it is in transit from the Fund's account to the clearing broker's account and onwards from the clearing broker's account to the CCP. Such margin could, prior to its settlement, be used to offset the positions of another client of the clearing broker in the event of a clearing broker or CCP default.

A CCP's ability to identify assets attributable to a particular client in an omnibus account is reliant on the correct reporting of such client's positions and margin by the relevant clearing broker to that CCP. A Fund is therefore subject to the operational risk that the clearing broker does not correctly report such positions and margin to the CCP. In

such event, margin transferred by the Fund in an omnibus account could be used to offset the positions of another client of the clearing broker in that omnibus account in the event of a clearing broker or CCP default.

In the event that the clearing broker becomes insolvent, a Fund may be able to transfer or “port” its positions to another clearing broker. Porting will not always be achievable. In particular, under the principal-to-principal model, where a Fund’s positions are within an omnibus account, the ability of the Fund to port its positions is dependent on the timely agreement of all other parties whose positions are in that omnibus account and so porting may not be achieved. Where porting is not achieved, the Fund’s positions may be liquidated and the value given to such positions by the CCP may be lower than the full value attributed to them by the Fund. Additionally, there may be a considerable delay in the return of any net sum due to the Fund while insolvency proceedings in respect of the clearing broker are ongoing.

If a CCP becomes insolvent, subject to administration or an equivalent proceeding or otherwise fails to perform, a Fund is unlikely to have a direct claim against the CCP and any claim will be made by the clearing broker. The rights of a clearing broker against the CCP will depend on the law of the country in which the CCP is established and other optional protections the CCP may offer, such as the use of a third party custodian to hold the Fund’s margin. On the failure of a CCP, it is likely to be difficult or impossible for positions to be ported to another CCP and so transactions will likely be terminated. In such circumstances, it is likely that the clearing broker will only recover a percentage of the value of such transactions and consequently the amount the Fund will recover from the clearing broker will be similarly limited. The steps, timing, level of control and risks relating to that process will depend on the CCP, its rules and the relevant insolvency law. However, it is likely that there will be material delay and uncertainty around when and how much assets or cash, if any, the clearing broker will receive back from the CCP and consequently the amount the Fund will receive from the clearing broker.

15. Counterparty Risk

A Fund conducts transactions through or with brokers, clearing houses, market counterparties and other agents. A Fund will be subject to the risk of the inability of any such counterparty to perform its obligations, whether due to insolvency, bankruptcy or other causes.

A Fund may invest into instruments such as notes, swaps or warrants the performance of which is linked to a market or investment to which the Fund seeks to be exposed. Such instruments are issued by a range of counterparties and through its investment the Fund will be subject to the counterparty risk of the issuer, in addition to the investment exposure it seeks.

The Funds will only enter into OTC derivatives transactions, repurchase transactions and stock lending transactions with reputable institutions which are subject to prudential supervision and specialising in these types of transactions. In principle, the counterparty risk for such transactions should not exceed 10% of the relevant Fund’s net assets when the counterparty is an approved bank or 5% of its net assets in other cases. However, if a counterparty defaults, the actual losses may exceed these limits. If a counterparty were to default on its obligations this may have an adverse impact on the performance of the relevant Fund causing loss to investors.

16. Risks associated with Dodd-Frank Wall Street Reform

Recent legislative and regulatory reforms, including Dodd-Frank Wall Street Reform, are expected to result in new regulation of swap agreements, including clearing, margin, reporting, recordkeeping and registration requirements. New regulations, could, amongst other things, restrict a Fund’s ability to engage in swap transactions (for example, by making certain types of swap transactions no longer available to a Fund) and/or increase the costs of such swap transactions (for example, by increasing margin or capital requirements) and a Fund may as a result be unable to execute its investment strategies in a manner the ACD might otherwise choose. It is also unclear how the regulatory changes will affect counterparty risk.

17. Custody Risk

Assets of the Funds are safe kept by the Custodian and Shareholders are exposed to the risk of the Custodian not being able to fully meet its obligation to reconstitute in a short time frame all of the assets of the Funds in the case of bankruptcy of the Custodian. Securities of the Funds will normally be identified in the Custodian’s books as belonging to the Funds and segregated from other assets of the Custodian which mitigates but does not exclude the risk of non restitution in case of bankruptcy. However, no such segregation applies to cash which increases the risk of non restitution in case of bankruptcy. The Custodian does not keep all the assets of the Funds itself but uses a network of sub-custodians which are not part of the same group of companies as the Custodian. Shareholders are exposed to the risk of bankruptcy of the sub-custodians in the same manner as they are to the risk of bankruptcy of the Custodian.

A Fund may invest in markets where custodial and/or settlement systems are not fully developed. The Custodian may have no liability where the assets of the Funds that are traded in such markets.

18. Smaller Companies Risk

A Fund which invests in smaller companies may fluctuate in value more than other Funds. Smaller companies may offer greater opportunities for capital appreciation than larger companies, but may also involve certain special risks. They are more likely than larger companies to have limited product lines, markets or financial resources, or to depend on a small, inexperienced management group. Securities of smaller companies may, especially during periods where markets are falling, become less liquid and experience short-term price volatility and wide spreads between dealing prices. They may also trade in the OTC market or on a regional exchange, or may otherwise have limited liquidity. Consequently investments in smaller companies may be more vulnerable to adverse developments than those in larger companies and the Fund may have more difficulty establishing or closing out its securities positions in smaller companies at prevailing market prices. Also, there may be less publicly available information about smaller companies or less market interest in the securities, and it may take longer for the prices of the securities to reflect the full value of the issuers’ earning potential or assets.

19. Technology Related Companies Risk

Investments in the technology sector may present a greater risk and a higher volatility than investments in a broader range of securities covering different economic sectors. The equity securities of the companies in which a Fund may invest

are likely to be affected by world-wide scientific or technological developments, and their products or services may rapidly fall into obsolescence. In addition, some of these companies offer products or services that are subject to governmental regulation and may, therefore, be adversely affected by governmental policies. As a result, the investments made by a Fund may drop sharply in value in response to market, research or regulatory setbacks.

20. Lower Rated, Higher Yielding Debt Securities Risk

A Fund may invest in lower rated, higher yielding debt securities, which are subject to greater market and credit risks than higher rated securities. Generally, lower rated securities pay higher yields than more highly rated securities to compensate investors for the higher risk. The lower ratings of such securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of the securities. Accordingly, an investment in the Fund is accompanied by a higher degree of credit risk than is present with investments in higher rated, lower yielding securities.

21. Mortgage Related and Other Asset Backed Securities Risks

Mortgage-backed securities, including collateralised mortgage obligations and certain stripped mortgage-backed securities represent a participation in, or are secured by, mortgage loans. Asset-backed securities are structured like mortgage-backed securities, but instead of mortgage loans or interests in mortgage loans, the underlying assets may include such items as motor vehicles instalment sales or instalment loan contracts, leases of various types of real and personal property and receivables from credit card agreements.

Traditional debt investments typically pay a fixed rate of interest until maturity, when the entire principal amount is due. By contrast, payments on mortgage-backed and many asset-backed investments typically include both interest and partial payment of principal. Principal may also be prepaid voluntarily, or as a result of refinancing or foreclosure. A Fund may have to invest the proceeds from prepaid investments in other investments with less attractive terms and yields. As a result, these securities may have less potential for capital appreciation during periods of declining interest rates than other securities of comparable maturities, although they may have a similar risk of decline in market value during periods of rising interest rates. As the prepayment rate generally declines as interest rates rise, an increase in interest rates will likely increase the duration, and thus the volatility, of mortgage-backed and asset-backed securities. In addition to interest rate risk (as described above), investments in mortgage-backed securities composed of sub-prime mortgages may be subject to a higher degree of credit risk, valuation risk and liquidity risk (as described above). Duration is a measure of the expected life of a fixed income security that is used to determine the sensitivity of the security's price to changes in interest rates. Unlike the maturity of a fixed income security, which measures only the time until final payment is due, duration takes into account the time until all payments of interest and principal on a security are expected to be made, including how these payments are affected by prepayments and by changes in interest rates.

The ability of an issuer of asset-backed securities to enforce its security interest in the underlying assets may be limited. Some mortgage-backed and asset backed investments receive only the interest portion or the principal portion of payments on the underlying assets. The yields and values of these investments are extremely sensitive to changes in interest rates and in the rate of principal payments on the underlying assets. Interest portions tend to decrease in value if interest rates decline and rates of repayment (including prepayment) on the underlying mortgages or assets increase; it is possible that a Fund may lose the entire amount of its investment in an interest portion due to a decrease in interest rates. Conversely, principal portions tend to decrease in value if interest rates rise and rates of repayment decrease. Moreover, the market for interest portions and principal portions may be volatile and limited, which may make them difficult for a Fund to buy or sell.

A Fund may gain investment exposure to mortgage-backed and asset-backed investments by entering into agreements with financial institutions to buy the investments at a fixed price in a future date. A Fund may or may not take delivery of the investments at the termination date of such an agreement, but will nonetheless be exposed to changes in the value of the underlying investments during the term of the agreement.

22. Initial Public Offerings Risk

A Fund may invest 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.

23. Risk associated with Debt Securities issued pursuant to Rule 144A under the Securities Act of 1933

SEC Rule 144A provides a safe harbour exemption from the registration requirements of the Securities Act of 1933 for resale of restricted securities to qualified institutional buyers, as defined in the rule. The advantage for investors may be higher returns due to lower administration charges. However, dissemination of secondary market transactions in rule 144A securities is restricted and only available to qualified institutional buyers. This might increase the volatility of the security prices and, in extremes conditions, decrease the liquidity of a particular rule 144A security.

24. Emerging and Less Developed Markets Securities Risk

Investing in emerging markets and less developed markets securities poses risks different from, and/or greater than, risks of investing in the securities of developed countries. These risks include; smaller market-capitalisation of securities markets, which may suffer periods of relative illiquidity; significant price volatility; restrictions on foreign investment; and possible repatriation of investment income and capital. In addition, foreign Investors may be required to register the proceeds of sales, and future economic or political crises could lead to price controls, forced mergers, expropriation or confiscatory taxation, seizure, nationalisation or the creation of government monopolies. Inflation and rapid fluctuations in inflation rates have had, and may continue to have, negative effects on the economies and securities markets of certain emerging and less developed countries.

Although many of the emerging and less developed market securities in which a Fund may invest are traded on securities exchanges, they may trade in limited volume and may encounter settlement systems that are less well organised than those of developed markets. Supervisory authorities may also be unable to apply standards that are comparable with those in developed markets. Thus there may be risks that settlement may be delayed and that cash or securities belonging to the relevant Fund may be in jeopardy because of failures of or defects in the systems or because of defects in the administrative operations of counterparties. Such counterparties may lack the substance or financial resources of similar counterparties in a developed market. There may also be a danger that competing claims may arise in respect of securities held by or to be transferred to the Fund and compensation schemes may be non-existent or limited or inadequate to meet the Fund's claims in any of these events.

In addition investments in certain emerging and less developed countries, such as Russia and Ukraine, are currently subject to certain heightened risks with regard to the ownership and custody of securities. In these countries, shareholdings are evidenced by entries in the books of a company or its registrar (which is neither an agent nor responsible to the custodian). No certificates representing shareholdings in companies will be held by the custodian or any of its local correspondents or in an effective central depository system. As a result of this system and the lack of effective state regulation and enforcement, a Fund could lose its registration and ownership of the securities through fraud, negligence or even mere error. Debt securities also have an increased custodial risk associated with them as such securities may, in accordance with market practice in the emerging or less developed countries, be held in custody with institutions in those countries which may not have adequate insurance coverage to cover loss due to theft, destruction or default. It should be taken into consideration that when investing in government debt of emerging or less developed countries, particularly Ukraine, whether via the primary or secondary market, local regulations may stipulate that investors maintain a cash account directly with the sub-custodian. Such balance represents a debt due from the sub-custodian to the investors and the custodian shall not be liable for this balance.

Additional risks of emerging market securities may include: greater social, economic and political uncertainty and instability; more substantial governmental involvement in the economy; less governmental supervision and regulation; unavailability of currency hedging techniques; companies that are newly organised and small; differences in auditing and financial reporting standards, which may result in unavailability of material information about issuers; and less developed legal systems. In addition taxation of interest and capital gains received by non-residents varies among emerging and less developed markets and, in some cases may be comparatively high. There may also be less well-defined tax laws and procedures and such laws may permit retroactive taxation so that the Fund could in the future become subject to local tax liabilities that had not been anticipated in conducting investment activities or valuing assets.

25. Specific Risks Linked to Stock Lending and Repurchase Transactions

Stock lending and repurchase transactions involve certain risks. There is no assurance that a Fund will achieve the objective for which it entered into a transaction.

Repurchase transactions might expose the Fund to risks similar to those associated with optional or forward derivative financial instruments, the risks of which are described in other parts of this Prospectus. Stock loans may, in the event of a counterparty default or an operational difficulty, be recovered late and only in part, which might restrict the Fund's ability to complete the sale of securities or to meet redemption requests.

The Fund's exposure to its counterparty will be mitigated by the fact that the counterparty will forfeit its collateral if it defaults on the transaction. If the collateral is in the form of securities, there is a risk that when it is sold it will realise insufficient cash to settle the counterparty's debt to the Fund or to purchase replacements for the securities that were lent to the counterparty. In the latter case, the Fund's tri-party lending agent will indemnify the Fund against a shortfall of cash available to purchase replacement securities but there is a risk that the indemnity might be insufficient or otherwise unreliable.

In the event that the Fund reinvests cash collateral in one or more of the permitted types of investment that are described above, there is a risk that the investment will earn less than the interest that is due to the counterparty in respect of that cash and that it will return less than the amount of cash that was invested. There is also a risk that the investment will become illiquid, which would restrict the Fund's ability to recover its securities on loan, which might restrict the Fund's ability to complete the sale of securities or to meet redemption requests.

26. Risks associated with Foreign Account Tax Compliance Act

The Fund is required to comply with extensive new reporting and withholding requirements designed to inform the US department of the Treasury of US-owned foreign investment accounts. Failure to comply with these requirements will subject the Fund to US withholding taxes on certain US-sourced income and gains. Shareholders may be requested to provide additional information to the Fund to enable the Fund to satisfy these obligations.

27. Private equity

A Fund may gain exposure to private equity through investment in transferable securities and/or regulated collective investment schemes which themselves invest in this asset class. Investments in Private Equity involve a high degree of risk and can be illiquid and highly speculative.

28. Hedge Funds

A Fund may gain exposure to hedge funds through investment in transferable securities and/or regulated collective investment schemes which themselves invest in these asset classes. Underlying hedge funds will utilise both exchange-traded and over-the-counter derivatives, including, but not limited to, futures, forwards, swaps, options and contracts for differences, as part of its investment policy. These risks associated with these instruments are described above. The underlying hedge funds may also sell covered and uncovered options on securities. To the extent that such options are uncovered, such underlying hedge funds could incur an unlimited loss.

Underlying hedge funds may only be available for subscription or redemption on a periodic basis (e.g. quarterly). Furthermore some such schemes may be closed for subscription/and or redemptions, may be subject to certain restrictions or limitations, and there is unlikely to be

an active secondary market in the shares or units of such underlying hedge funds. Accordingly it may be difficult or impossible for an underlying hedge fund to acquire, realise or value its investment as and when it deems appropriate. The inability to accurately value and/or realise such investments may restrict the ability of an underlying hedge fund to redeem shares or units.

29. Hedging of Share Classes

Hedging transactions will be entered into whether or not the Base Currency is declining or increasing in value relative to the Portfolio Currency. Hedged Share classes aim to provide Shareholders with a return correlated to the Portfolio Currency performance of the Fund by reducing the effect of exchange rate fluctuations between the Base Currency and the Portfolio Currency.

The performance of a hedged Share class may differ from other Share classes of a Fund. This is because the return on unhedged Share classes is based on both the performance of the Fund's investments and the performance of the Portfolio Currency relative to GBP whereas the return on a hedged Share class is based only on the performance of the Fund's investments, in the event that the foreign currency exposure is successfully hedged.

Shareholders should be aware that hedging activity can only reduce, not eliminate, the effect of movements in exchange rates between the Base Currency and the Portfolio Currency. There is no guarantee that hedged Share classes will not suffer adverse effects due to exchange rate fluctuations. In particular, Shareholders invested in hedged Share classes should be aware that when Shares in a Fund are bought and/or sold, or Shares are switched from a hedged Share class to another Share class in the same Fund, the necessary currency hedging adjustments will be carried out after the Fund's valuation point. This may lead to differences between the valuation of the Fund's portfolio and FX exchange rates used to make the hedging adjustments. The volatility of the underlying asset class may magnify the impact of any imperfect hedging, causing the currency hedged Share class to be over or under hedged. This risk will be born by Shareholders of the relevant hedged Share class.

Transaction costs arising from the hedging programme will be borne by the relevant hedged Share class and this may negatively impact the Share class returns. Such transaction costs will also increase the more frequently the forward currency contracts used for the purposes of hedging are rolled.

As it is not possible to legally segregate Share classes' liabilities from those of other Share classes in the same Fund, there is a risk that, in certain limited circumstances, the hedging transactions undertaken in relation to a hedged Share class could result in liabilities which might affect the net asset value of the other Share classes of the same Fund.

30. Potential Conflicts of Interest

The Investment Advisers and the ACD may effect transactions in which the Investment Advisers or the ACD have, directly or indirectly, an interest which may involve a potential conflict with their duties to a Fund. Neither the Investment Advisers nor the ACD shall be liable to account to a Fund for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions nor will the Investment Advisers' fees, unless otherwise provided, be abated.

Where a conflict cannot be avoided, the Investment Advisers and the ACD will have regard to their respective obligations to act in the best interests of the Fund so far as practicable, having regard to their obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise. The Investment Advisers will ensure that investors in affected Funds are treated fairly and that such transactions are effected on terms which are not less favourable to a Fund than if the potential conflict had not existed.

The Investment Advisers and the ACD acknowledge 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 a Fund or its Shareholders will be prevented. Should any such situations arise the ACD will disclose these to Shareholders in an appropriate format.

Such potential conflicting interests or duties may arise because the Investment Advisers or the ACD may have invested directly or indirectly in a Fund.

31. Risk Management, Value at Risk and Leverage

The ACD uses a risk management process to identify, analyse, evaluate and manage the risks inherent to the investment strategies and policies adopted by the Funds. The risk management process seeks to ensure that the level of risk being taken is appropriate to each Fund's objectives and policy and the level of complexity and sophistication of the investment management strategies employed.

Each Fund uses complex derivative strategies. The key market risk measure used by the ACD for the Funds is Absolute Value at Risk (VaR). As such VaR reports are produced daily based on the previous day's closing positions. The VaR figures are calculated using a 21 day holding period and 99% confidence limit. One year of daily returns (weighted towards most recent history) is used in calculating volatility and correlation.

In using complex derivative strategies each Fund may create additional leverage which may result in additional risk as set out above.

32. Umbrella structure of the Company and Cross Liability Risk

The Funds are segregated portfolios of assets and, accordingly, the assets of a Fund belong exclusively to that 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 Fund, and shall not be available for any such purpose. Subject to the above, each Fund will be charged with the liabilities, expenses, costs and charges attributable to that Fund and within each Fund charges will be allocated as far as possible according to the Net Asset Value of that particular Share Class. Any assets, liabilities, expenses, costs or charges not attributable to a particular Fund may be allocated by the ACD in a manner which it believes is fair to the Shareholders generally. This will normally be pro rata to the Net Asset Value of the relevant Funds.

While the provisions of the OEIC Regulations provide for segregated liability between the 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 the segregated liability between

the Funds provided in the OEIC Regulations and as such it is not certain that the assets of a Fund will be completely insulated from the liabilities of other Funds of the Company in every circumstance.

33. Specific Risk relating to Collateral Management

Counterparty risk arising from investments in OTC financial derivative instruments and securities lending transactions, repurchase agreements and buy-sell back transactions is generally mitigated by the transfer or pledge of collateral in favour of a Fund. However, transactions may not be fully collateralised. Fees and returns due to the Fund may not be collateralised. If a counterparty defaults, the Fund may need to sell non-cash collateral received at prevailing market prices. In such a case the Fund could realise a loss due, inter alia, to inaccurate pricing or monitoring of the collateral, adverse market movements, deterioration in the credit rating of issuers of the collateral or illiquidity of the market on which the collateral is traded. Difficulties in selling collateral may delay or restrict the ability of the Fund to meet redemption requests.

A Fund may also incur a loss in reinvesting cash collateral received, where permitted. Such a loss may arise due to a decline in the value of the investments made. A decline in the value of such investments would reduce the amount of collateral available to be returned by the Fund to the counterparty as required by the terms of the transaction. The Fund would be required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Fund.

Appendix II

The Funds

Where a Fund's investment policy refers to investments in corporations of a particular country or region, such reference means (in the absence of any further specification) investments in companies listed, incorporated, headquartered or having their principal business activities in such country or region.

Where a Fund's investment policy refers to investments in non-government bonds, such reference includes (in the absence of any further specification) those issued by quasi-government, supra-national agencies and sub-sovereign issuers as well as bonds issued by corporate entities.

Where a Fund's investment policy refers to investments issued in a particular currency, such reference includes (in the absence of any further specification) investments issued in another currency but hedged back to the specified currency.

Where a Fund states that it will invest a percentage of its assets in a certain way (i) the percentage is indicative only as, for example, the ACD may adjust the Fund's exposure to certain asset classes in response to adverse market and/or economic conditions and/or expected volatility, when in the ACD's view to do so would be in the best interests of the Fund and its shareholders; and (ii) such assets exclude cash or other liquidities which are not used as backup for derivatives unless otherwise stated. When a Fund states that it invests up to a maximum percentage of its assets (e.g. 80%) in a certain way, such assets include cash or other liquidities which are not used as backup for derivatives.

Where a Fund's investment policy includes a benchmark, this has been chosen for the following reasons:

- (A) for a comparator benchmark, many funds sold in the UK are grouped into sectors by the Investment Association (the "IA", the trade body that represents UK investment managers) to help investors to compare funds with broadly similar characteristics. If the Fund is classified in any particular IA sector, this IA sector is shown as a comparator benchmark in the Fund Characteristics. The Fund may also show a comparator benchmark where the Investment Manager and the ACD believe that this benchmark is a suitable comparison for performance purposes.
- (B) for a target benchmark that is a financial index, the benchmark has been selected because it is representative of the type of companies or other types of interest in which the Fund is likely to invest, and it is, therefore, an appropriate target in relation to the return that the Fund aims to provide and as a comparator for the Fund's overall performance.
- (C) for a target benchmark that is not a financial index, the benchmark has been selected because the target return of the Fund is to deliver or exceed the return of that benchmark as stated in the investment objective.
- (D) for a constraining benchmark, the benchmark has been selected because the Investment Manager is constrained by reference to the value, price or components of that benchmark as stated in the investment objective.

Schroder European Equity Absolute Return Fund

Investment Objective

The Fund aims to achieve an absolute return (after fees have been deducted) by investing in equity and equity related securities of European companies.

Absolute return means the Fund seeks to provide a positive return over rolling 12-month periods in all market conditions, but this cannot be guaranteed and your capital is at risk.

Investment Policy

The Fund invests at least 80% of its assets directly, or indirectly through derivatives, in equity and equity related securities of European companies.

The Fund may also invest in other equity and equity related securities, fixed income securities and money market instruments, and hold cash.

The Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Fund more efficiently (for further information please refer to Appendix III. Section 9: "Derivatives and Forwards" of the Prospectus).

The Fund may have long and short positions and may be net long or short when long and short positions are combined. The Fund may use contracts for differences, forward foreign exchange transactions, interest rate and government bond futures, and other exchange traded and off exchange traded derivative contracts. Such derivative contracts have the potential to significantly increase the Fund's risk profile.

Fund Characteristics

Classes of Shares	P1 Sterling Hedged Accumulation P1 Euro Accumulation P2 Sterling Hedged Accumulation P2 Euro Accumulation
Base Currency	GBP (£)
Valuation Point	12:00 p.m. on each Business Day
Dealing Cut-off Time	Subscriptions and Redemptions: 12:00 p.m. on any Business Day
Dealing Frequency	Daily
Settlement Period of Subscription and Redemption Proceeds	Within 4 Business Days from the relevant Dealing Day
Investment Adviser	Schroder Investment Management Limited
Annual Accounting Date	30 September
Half-Yearly Accounting Date	31 March
Income Allocation Dates	30 November, 31 May
Profile of a Typical Investor	The Fund may be suitable for investors who are seeking positive absolute returns over the medium to longer term by investing in an actively managed portfolio of shares (either directly, or indirectly through derivatives). The investor must be able to accept temporary capital losses due to the potentially volatile nature of the assets held and should therefore have an investment time horizon of at least 5 years. Investors should read the risk warnings set out in Appendix I "Risks of Investments" and the Fund's Key Investor Information Document before investing.
Benchmark	The Fund's performance should be assessed against its objective of providing a positive return over rolling 12-month periods in all market conditions and compared against the FTSE World Europe (Gross Total Return) Index.
Benchmark Selection	The benchmark has been selected because the target return of the Fund is to deliver or exceed the return of that benchmark as stated in the investment objective. The comparator benchmark has been selected because the Investment Manager and the ACD believe that this benchmark is a suitable comparison for performance purposes given the Fund's investment objective and policy.
Performance Fee	The Fund charges a Performance Fee which is 20% (multiplier) of the outperformance over the Hurdle Rate subject to a High Water Mark as per the methodology set out in Section 3 under "Performance Fees".
Hurdle Rate	The Hurdle Rate is the interest rate against which the performance of the Schroder European Equity Absolute Return Fund is measured for the purpose of calculating the Performance Fee. The interest rate against which the performance of the Schroder European Equity Absolute Return Fund is measured for the purpose of calculating the Performance Fee is the 3 Month London Interbank Offer Rate (LIBOR) return (or an equivalent reference rate) and is solely used for the calculation of the Performance Fee. The Hurdle Rate for Share Classes denominated in Pence is 3 Month Sterling LIBOR and the Hurdle Rate for Share Classes denominated in Euros is 3 Month Euro LIBOR. If either 3 Month Sterling LIBOR or 3 Month Euro LIBOR are below zero the hurdle rate will be set to zero for the respective Sterling or Euro Share class.
Global Risk Exposure	The Fund may use derivative instruments for efficient management and for specific investment purposes.

	The Fund employs the absolute Value-at-Risk (VaR) approach to measure its global risk exposure.
VaR Benchmark	The key market risk measure used for the Fund is Absolute Value at Risk.
Expected Level of Leverage	250% The expected level of leverage may be higher when markets are more volatile, impacting the value of the derivative positions held by the Fund. See Appendix III Section 9: "Derivatives and Forwards" for further information.
Specific Fund Risk Factors	These specific risk factors should be read in conjunction with the general risks of investment detailed in Appendix I "Risks of Investments".
Hedged Share Classes	There is no guarantee that the hedging strategy applied in hedged Share classes will entirely eliminate the adverse effects of changes in exchange rates between the Base Currency and the Portfolio Currency. In addition, it should be noted that hedging transactions will be entered into whether or not the currency of a hedged Share class is declining or increasing in value in relation to the Base Currency or Portfolio Currency or Portfolio Currencies. Hedged Share classes aim to provide investors with a return correlated to the Portfolio Currency performance of the Fund by reducing the effect of exchange rate fluctuations between the Base Currency and the Portfolio Currency.
Total Return Swaps and Contracts for Difference	The Fund may use derivatives (including total return swaps) with the aim of achieving investment gains, reducing risk or managing the Fund more efficiently. The Fund may have synthetic long and short positions and may be net long or short when long and short positions are combined. Where the Fund uses total return swaps and contracts for difference, the underlying consists of instruments in which the Fund may invest according to its Investment Objective and Investment Policy. In particular, total return swaps and contracts for difference may be used to gain long and short exposure or to hedge exposure on equity and equity related securities. The gross exposure of total return swaps and contracts for difference will not exceed 250% and is expected to remain within the range of 0% to 150% of the Net Asset Value. In certain circumstances this proportion may be higher.

Share Class Features

Classes of Shares	Currency of Denomination	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding
Class P1 - Sterling Hedged Accumulation	Pounds sterling	£1,000	£500	£1,000
Class P1 - Euro Accumulation	Euro	€1,000	€500	€1,000
Class P2 - Sterling Hedged Accumulation	Pounds sterling	£500,000	£100,000	£500,000
Class P2 - Euro Accumulation	Euro	€500,000	€100,000	€500,000

Classes of Shares	Annual Management Charge	Initial Charge	Performance Charge
Class P1 - Sterling Hedged Accumulation	1.25%	0.00%	20%
Class P1 - Euro Accumulation	1.25%	0.00%	20%
Class P2 - Sterling Hedged Accumulation	0.75%	0.00%	20%
Class P2 - Euro Accumulation	0.75%	0.00%	20%

The currency of the Fund is pounds sterling.

Schroder UK Dynamic Absolute Return Fund

Investment Objective

The Fund aims to achieve an absolute return (after fees have been deducted) by investing in equity and equity related securities of UK companies.

Absolute returns means the Fund seeks a positive return over rolling 12-month periods in all market conditions, but this cannot be guaranteed and your capital is at risk.

Investment Policy

The Fund invests at least 80% of its assets directly, or indirectly through derivatives, in equity and equity related securities of companies that are constituents of the FTSE All-Share Index or the Alternative Investment Market and that are incorporated in the UK, or derive a significant proportion of their revenues or profits from the UK, or are primarily operating in this jurisdiction. The Fund invests at least 50% of its assets in small and medium sized companies. Small and medium sized companies are companies which, at the time of purchase, are considered to be in the bottom 80% by market capitalisation of the UK equities market. The Fund may also invest in fixed income securities fixed income securities issued by UK companies or the UK government, money market instruments and may hold cash.

Fixed income securities will be rated investment grade (as measured by credit rating agencies, or if not rated, deemed by the ACD to have at least an equivalent rating. The Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Fund more efficiently (for more information please refer to Appendix III Section 8: "Derivatives and Forwards" of the Prospectus). The Fund may have long and short positions and may be net long or short when long and short positions are combined. The Fund may use contracts for differences, forward foreign exchange transactions, interest rate and government bond

futures, and other exchange traded and off exchange traded derivative contracts. Such derivative contracts have the potential to significantly increase the Fund's risk profile.

Limited Issue

In addition to the circumstances specified in the "Buying, Selling and Switching Shares" section of this Prospectus, the ACD reserves the right to limit the issue of Shares in the Schroder UK Dynamic Absolute Return Fund where the total number of Shares that are in issue for P1 and P2 in the Fund exceeds, or is anticipated to exceed, 225 million Shares. The ACD also reserves the right to increase this limit in its absolute discretion. In the event the ACD decides to exercise its right to limit the issue of Shares in the Fund, the issue of Shares will cease from the time and date determined by the ACD. In such circumstances, the ACD may scale back applications by investors to purchase Shares as provided under the section "Buying, Selling and Switching Shares" and will return any relevant subscription money sent, or the balance of such monies, at the risk of the applicant and without interest. Thereafter, the ACD may still issue Shares in the Fund where the proceeds of that issue can be invested without compromising the Fund's investment objective or materially prejudicing existing Shareholders. The ACD may also issue additional Shares in the Fund where, as a result of cancellations, the number of Shares in issue falls below, or is anticipated to fall below, the current limit. After imposing such a limitation, the ACD may, in its absolute discretion, arrange for the resumption of the issue of Shares in the Fund, subject to such limits (if any) as the ACD may determine, where the proceeds of that subsequent issue can be invested without compromising the Fund's investment objective or materially prejudicing existing Shareholders. These limited issue arrangements are without prejudice to the ability of the ACD to sell Shares which it holds for its own account as a result either of a redemption of Shares or an issue of Shares to the ACD when Shares were available for issue.

Fund Characteristics

Classes of Shares	P1 Accumulation P1 Euro Hedged Accumulation P2 Accumulation P2 Euro Hedged Accumulation
Base Currency	GBP (£)
Valuation Point	12:00 p.m. on each Business Day
Dealing Cut-off Time	Subscriptions and Redemptions: 12:00 p.m. on the Business Day before the Dealing Day.
Dealing Frequency/Dealing Day	Weekly with each Thursday being the Dealing Day
Settlement Period of Subscription and Redemption Proceeds	Within 4 Business Days from the relevant Dealing Day
Investment Adviser	BennBridge Ltd.
Annual Accounting Date	30 September
Half-Yearly Accounting Date	31 March
Annual Income Allocation Date	30 November
Profile of a Typical Investor	The Fund may be suitable for investors who are seeking positive absolute returns over the medium to longer term by investing in an actively managed portfolio of shares (either directly, or indirectly through derivatives). The investor must be able to accept temporary capital losses due to the potentially volatile nature of the assets held and should therefore have an investment time horizon of at least 5 years. Investors should read the risk warnings set out in Appendix I "Risks of Investments" and the Fund's Key Investor Information Document before investing.

Benchmark	The fund's performance should be assessed against its objective of providing a positive return over rolling 12-month periods in all market conditions and compared against the FTSE All Share (Gross Total Return) Index.
Benchmark Selection	<p>The benchmark has been selected because the target return of the Fund is to deliver or exceed the return of that benchmark as stated in the investment objective.</p> <p>The comparator benchmark has been selected because the Investment Manager and the ACD believe that this benchmark is a suitable comparison for performance purposes given the Fund's investment objective and policy.</p>
Performance Fee	The Fund charges a Performance Fee which is 20% (multiplier) of the absolute outperformance subject to a High Water Mark as per the methodology set out in Section 3 under "Performance Fees".
Global Risk Exposure	<p>The Fund may use derivative instruments for efficient management and for specific investment purposes.</p> <p>The Fund employs the absolute Value-at-Risk (VaR) approach to measure its global risk exposure.</p>
VaR Benchmark	The key market risk measure used for the Fund is Absolute Value at Risk.
Expected Level of Leverage	<p>300%</p> <p>The expected level of leverage may be higher when markets are more volatile, impacting the value of the derivative positions held by the Fund. See Appendix III Section 9: "Derivatives and Forwards" for further information.</p>
Specific Fund Risk Factors	These specific risk factors should be read in conjunction with the general risks of investment detailed in Appendix I "Risks of Investments".
Hedged Share Classes	<p>There is no guarantee that the hedging strategy applied in hedged Share classes will entirely eliminate the adverse effects of changes in exchange rates between the Base Currency and the Portfolio Currency.</p> <p>In addition, it should be noted that hedging transactions will be entered into whether or not the currency of a hedged Share class is declining or increasing in value in relation to the Base Currency or Portfolio Currency or Portfolio Currencies. Hedged Share classes aim to provide investors with a return correlated to the Portfolio Currency performance of the Fund by reducing the effect of exchange rate fluctuations between the Base Currency and the Portfolio Currency.</p>
Total Return Swaps and Contracts for Difference	<p>Financial derivative instruments could be employed to generate additional exposure through long or covered short positions to the Fund's underlying assets. Where the Fund uses contracts for difference, the underlying consists of instruments in which the Fund may invest according to its Investment Objective and investment policy. In particular, contracts for difference may be used to gain long and short exposure or to hedge exposure on equity and equity related securities. The gross exposure of contracts for difference will not exceed 250% and is expected to remain within the range of 0% to 100% of the Net Asset Value. In certain circumstances this proportion may be higher.</p> <p>The investment strategy of the Fund and the use of financial derivative instruments may lead to situations where it is considered appropriate that prudent levels of cash, or cash equivalent liquidity will be maintained, which may be substantial or even represent (exceptionally) 100% of the Fund's assets.</p>

Share Class Features

Classes of Shares	Currency of Denomination	Minimum Initial Investment	Minimum Subsequent Investment	Minimum Holding
Class P1 - Accumulation	Pounds sterling	£1,000	£500	£1,000
Class P1 - Euro Hedged Accumulation	Euro	€1,000	€500	€1,000
Class P2 - Accumulation	Pounds sterling	£500,000	£100,000	£500,000
Class P2 - Euro Hedged Accumulation	Euro	€500,000	€100,000	€500,000

Classes of Shares	Annual Management Charge	Initial Charge	Performance Charge
Class P1 - Accumulation	1.50%	0.00%	20%
Class P1 - Euro Hedged Accumulation	1.50%	0.00%	20%
Class P2 - Accumulation	1.00%	0.00%	20%
Class P2 - Euro Hedged Accumulation	1.00%	0.00%	20%

The currency of the Fund is pounds sterling.

Appendix III

Investment Powers and Restrictions

Investment Restrictions

The investment objectives and policies of each of the Funds, set out in Appendix II, are subject to the limits on investment for UCITS under Chapter 5 of the FCA Rules, relevant parts of which are summarised below.

1. Transferable Securities

Each Fund may invest without limitation, except where otherwise specifically stated, in transferable securities (as defined for the purposes of the FCA Rules) that are:

- (A) admitted to or dealt in on an eligible market as described under Eligible Markets below; or
- (B) recently issued transferable securities provided that the terms of the issue include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue; or
- (C) approved money market instruments (as defined for the purpose of COLL) admitted to or dealt in on an eligible market and issued or guaranteed by:
- (D) a central, regional or local authority or central bank of an EEA State, the European Central Bank, the European Union or the European Investment Bank, a non-EEA State, or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which one or more EEA States belong; or
- (E) (ii) an establishment subject to prudential supervision in accordance with criteria defined by European Union law or 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 European Union law.

Each Fund may invest up to 10% of its net asset value in aggregate in transferable securities and approved money market instruments that do not fulfil the criteria above. The property of each Fund may be invested in a transferable security only to the extent that the transferable security fulfils the following criteria:

- (A) the potential loss which the 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 ability of the ACD to comply with its obligation to redeem Shares at the request of any qualifying Shareholder;
- (C) reliable valuation is available for it as follows:
 - (1) in the case of a transferable security admitted to or dealt in on an 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;

- (2) 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:

- (1) 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;
 - (2) 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 authorised fund manager 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.

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 not to compromise the ability of the ACD to comply with its obligation to redeem Shares at the request of any qualifying Shareholder and to be negotiable.

A unit or share in a closed end fund shall be taken to be a transferable security for the purposes of investment by a Fund, provided it fulfils the criteria for transferable securities set out above, and either:

- (A) where the closed end fund is constituted as an investment company or a unit trust, it is subject to corporate governance mechanisms applied to companies, and 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
- (B) where the closed end fund is constituted under the law of contract, it is subject to corporate governance mechanisms equivalent to those applied to companies, and it is managed by a person who is subject to national regulation for the purpose of investor protection.

Eligible markets for the Funds are explained and set out under the heading "Eligible Markets for Funds" below.

2. Government and Public Securities

Each Fund may invest without limitation in transferable securities that are defined by the FCA as government and public securities (GAPS).

Each Fund may invest more than 35% in value of its property in GAPS issued by or on behalf of or guaranteed by any one body provided that such securities have been issued by the following bodies:-

- (A) the government of the UK; or
- (B) the Scottish Administration; or

- (C) the Executive Committee of the Northern Ireland Assembly; or
- (D) the National Assembly for Wales; or
- (E) the European Investment Bank; or
- (F) the government of any of the following countries or territories outside the UK:-
 - (1) each member State of the European Economic Area (an EEA State) other than the UK, which are Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden; or
 - (2) Australia, Canada, Japan, New Zealand, Switzerland and the United States of America.

Moreover, before investing more than 35% in value of the Fund's property in such securities, the ACD will also consult with the Depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the objectives of the Fund.

If a Fund invests more than 35% in value of its property in GAPS issued by any one body, no more than 30% in value of that Fund's property may be invested in such securities of any one issue. Moreover, a Fund's property must include such securities issued by that or another issuer, of at least six different issues.

In relation to such securities: issue, issued and issuer include guarantee, guaranteed and guarantor; and an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.

3. Risk Management

The ACD applies a risk management process enabling it to monitor and measure at any time the risk of a Fund's positions and their contribution to the overall risk profile of the property of a Fund and to the Scheme Property. This is described more fully in the Appendix I "Risks of Investments" of the Prospectus.

An investor may obtain on request from the ACD details of the quantitative limits and methods used in applying the risk management of each Fund as well as any recent developments in the risks and yields of the main categories of investment of those Funds.

4. Nil/Partly Paid

A transferable security or an approved money market instrument (as defined in the FCA Rules) on which any sum is unpaid may be invested in only if it is reasonable foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Fund, at the time when payment is required, without contravening the other investment restrictions in this Appendix III and the FCA Rules.

5. Collective Investment Schemes

Each Fund may invest in units or shares of any other collective investment schemes which are:

- (A) UCITS;

- (B) Schemes recognised under section 270 of the Financial Services and Markets Act 2000;
- (C) non-UCITS retail schemes as defined in the FCA Rules; or
- (D) schemes authorised in an EEA State provided the restrictions in Articles 50(1)(e) of the UCITS Directive are met (or if applicable, in the UK provided that the statutory equivalent to Article 50(1)(e) of the UCITS Directive which forms part of English law by virtue of the EUWA, is met), or
- (E) authorised by the competent authority or an OECD member country (other than another EEA State) which has:
 - (1) signed the IOSCO Multilateral Memorandum of Understanding; and
 - (2) approved the scheme's management company, rules and depositary/custody arrangements; provided the requirements of article 50(1)(e) of the UCITS Directive or the statutory equivalent thereof which forms part of English law by virtue of the EUWA (as applicable) are met.

(provided the schemes invested in cannot themselves invest more than 10% in other collective investment schemes.)

No more than 30% of the value of a Fund may be invested in other collective investment schemes within (B) to (E) above.

Each Fund may invest in units or shares of a fund managed or operated by the ACD or an associate of the ACD including an investment in another Fund of the Company. However, a Fund may only invest in or dispose of Shares of another Fund of the Company if:

- (A) the second Fund does not hold Shares in any other Fund of the Company;
- (B) the conditions in COLL 5.2.15R (Investment in associated collective investment schemes) and COLL 5.2.16R (Investment in other group schemes) are complied with,
- (C) the investing or disposing Fund must not be a feeder fund to the second Fund.

Where a Fund invests in or disposes of Shares in another Fund of the Company, the scheme property attributable to the investing or disposing Fund may include Shares in another Fund of the Company.

Each Fund may not invest more than 10% of their respective Net Asset Value in units or shares of collective investment schemes.

Any collective investment scheme into which a Fund buys units or shares must have terms that prohibit more than 10% in value of the property of that scheme consisting of units or shares in collective investment schemes.

Where a substantial proportion of a Fund's Net Asset Value is invested in underlying funds, the maximum level of management fee that may be charged to the Fund for these underlying funds is an annual percentage rate of 3% of their Net Asset Value (plus value added tax, if any).

6. Approved Money Market Instruments

Each Fund may invest without limitation, where this is specifically stated in its investment objective and policy, in approved money market instruments (as defined for the

purposes of the FCA Rules). Money market instruments admitted to or dealt in on an eligible market (approved securities) are generally presumed to be approved money market instruments. Other approved money market instruments include:

- (A) money market instruments issued or guaranteed by:
- (1) a central, regional or local authority or central bank of an EEA State, the European Central Bank, the EU or the European Investment Bank, a non-EEA State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which one or more EEA States belong; or
 - (2) an establishment subject to prudential supervision in accordance with criteria defined by EU law or by an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by EU law;
- and
- (B) money market instruments issued by a body, any securities of which are dealt in on an eligible market.

Each Fund may invest up to 10% of its Net Asset Value in aggregate in approved money market instruments not falling within (ii) above.

Eligible markets for the Funds are explained and set out under the heading "Eligible Markets for Funds" below.

7. Deposits

Each Fund may invest in deposits without limitation, only with an approved bank and which are repayable on demand or has the right to withdraw and maturing in no more than 12 months.

8. Cash and Near Cash

The property of each Fund may consist of cash and near cash where this may reasonably be regarded as necessary in order to enable the pursuit of each Fund's investment objective, redemption of shares, efficient portfolio management of the Fund in question in accordance with the its investment objective or other purposes which may reasonably be regarded as ancillary to the investment objective of that Fund.

9. Derivatives and Forwards

The ACD has the power to buy and sell derivatives and forwards both on exchange and off exchange, in each Fund to the extent permitted by the FCA Rules and as set out below in this section. Where a Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits set out below in Appendix III section 10: "Spread limits".

The limits do not apply to index based derivatives where, provided the relevant indices composition is sufficiently diversified, the index represents an adequate benchmark for the market to which it refers and the index is published in an appropriate manner. The underlying constituents of the index do not have to be taken into account for the purposes of the spread limits. The ACD must continue to ensure a prudent spread of risk.

A derivative or forward transaction must have an underlying consisting of any one or more of the investments permitted in this Appendix III of the Prospectus but may also include financial indices, interest rates, foreign exchange rates, currencies and credit default swaps.

A derivative or forward transaction which will or may lead to the delivery of the underlying asset for the account of the Fund may be entered into only if that property can be held for the account of the Fund, and the ACD having taken reasonable care determines that delivery of the asset under the transaction will not occur or will not lead to a breach the FCA Rules.

Where a transferable security or approved money market instrument embeds a derivative, this must be taken into account for the purposes of complying with the FCA Rules on derivatives and forward transactions.

When using derivatives the ACD will employ its risk management process set out in Appendix III section 3 "Risk Management".

Derivatives and forward use: Efficient Portfolio Management

Funds may use derivatives and forwards for efficient portfolio management. The aim of any derivative or forward used for such reasons is not to materially alter the risk profile of the Fund, rather their use is to assist the ACD in meeting the investment objectives of each Fund as set out in Appendix II. Efficient portfolio management involves 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;
- (B) they are entered into for one or more of the following specific aims:
 - (1) reduction of risk;
 - (2) reduction of cost;
 - (3) 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 COLL.

The aim of reducing risks or costs will allow the ACD to enter into exposures on permissible assets or currencies using derivatives or forwards as an alternative to selling or purchasing underlying assets or currencies. These exposures may continue for as long as the ACD considers that the use of derivatives continues to meet the original aim.

The aim of generating additional capital or income allows the ACD to write options on existing assets where it considers the transaction will result in the Fund deriving a benefit, even if the benefit obtained results in surrendering the chance of greater benefit in the future.

The aim of generating additional capital allows the ACD to take advantage of any pricing imperfections in relation to the acquisition and disposal (or disposal and acquisition) of rights relating to assets the same as, or equivalent to which the Fund holds or may hold.

Using derivatives for specific investment

Where permitted pursuant to the investment objective and policy of a Fund, each Fund may use derivatives and forward transactions for specific investment purposes in accordance with the rules summarised in this section above in addition to being used for efficient portfolio management. This may lead to a higher volatility in the Share price of those Funds.

Total Return Swaps

Where specified in the investment policy or in the Fund Characteristics table, a Fund may enter into Total Return Swaps (TRS) with an approved bank (as defined in COLL). The investment policy of the Fund will specify the underlying strategy and the composition of the investment portfolio or index.

A TRS is a type of financial derivative instrument between two parties in which each party agrees to make a series of payments to the other at regular scheduled dates, with at least one set of payments determined by the return on an agreed underlying reference asset and which include, in addition, any income generated on the reference asset (such as dividends and/or bonus shares) and credit losses. TRS entered into by a Fund may be in the form of funded and/or unfunded swaps. An unfunded swap means a swap where no upfront payment is made by the total return receiver at inception. A funded swap means a swap where the total return receiver pays an upfront amount in return for the total return of the reference asset and can therefore be costlier due to the upfront payment requirement.

All revenue arising from TRS, net of direct and indirect operational costs and fees, will be returned to each Fund. There are certain risks involved in using TRS. Please see 'Counterparty Risk' and 'Particular Risks of over-the-counter "OTC" Derivative Transactions' in Appendix I "Risks of Investments".

Derivatives dealt on exchange

Any derivative transaction entered into on-exchange must be effected on or under the rules of an eligible derivatives market and must not cause the Fund to diverge from its investment objectives as stated in this Prospectus.

OTC derivative transactions

The Company, may, subject to the FCA Rules, enter into off exchange (referred to as the over-the-counter market (OTC)) derivative transactions.

Off-exchange derivatives (being a future, option or contract for differences) and forwards transactions must only be entered into if they are with a counterparty which is an eligible institution or an approved bank or which is authorised by the FCA or its home state regulator to enter into transactions as principal off exchange. Such transactions must be on approved terms, in that the ACD:

- (A) carries out at least daily and at any other time at the request of the ACD a reliable and verifiable valuation in respect of that transaction corresponding to its fair value (being the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction) and which does not rely only on market quotations by the counterparty; and

- (B) can enter into further transactions to sell. Liquidate or close out the transaction at any time, at a fair value;

A transaction in a OTC derivative must be:

- (1) capable of reliable and verifiable valuation in that the ACD having taken reasonable care determines that, throughout the life of the derivative, it will be able to value the investment concerned with reasonable accuracy (a) on the basis of an up-to-date 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
- (2) subject to verifiable valuation in that, 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 authorised fund manager 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.

The maximum exposure under an OTC derivative contract to any one counterparty is 5% of a Fund's assets (10% where the counterparty is an Approved Bank).

Daily calculation of global exposure

The ACD must calculate the global exposure of a Fund on at least a daily basis. 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.

The ACD must calculate the global exposure of any Fund it manages either as:

- (A) the incremental exposure and leverage generated through the use of derivatives and forward transactions (including embedded derivatives as referred to in COLL 5.2.19R(3A)), which may not exceed 100% of the net value of the scheme property; or
- (B) the market risk of the scheme property of the Fund.

The ACD must calculate the global exposure of a Fund by using:

- (A) commitment approach; or
- (B) the VaR approach.

The ACD must ensure that the method selected to calculate global exposure is appropriate, taking into account: the investment strategy pursued by the Fund; the types and complexities of the derivatives and forward transactions used; and the proportion of the scheme property comprising derivatives and forward transactions.

Where a Fund employs techniques and instruments including repo contracts or stock lending transactions (if permitted) in order to generate additional leverage or exposure to market risk, the ACD must take those transactions into consideration when calculating global exposure.

Commitment approach

The commitment approach is defined as the market value exposure of derivatives, after netting and hedging, not exceeding the Net Asset Value of a Fund. This is typically used on funds where derivative usage is low or funds which limit their derivatives commitment to 100% or less of their Net Asset Value.

The global exposure relating to financial derivative instruments is calculated taking into account the current value of the underlying assets, the counterparty risk, foreseeable market movements and the time available to liquidate the positions.

VaR approach

VaR is a means of measuring the potential loss to a Fund due to market risk. Historical data is used in the calculation of VaR. The period used for this purpose is the observation period.

VaR reports will be produced and monitored on a daily basis based on the following criteria:

- 1 month holding period;
- 99% unilateral confidence interval;
- at least a one year effective historical observation period (250 days) unless market conditions require a shorter observation period; and
- parameters used in the model are updated at least quarterly.

Stress testing will also be applied at a minimum of once per month.

VaR limits are set using an absolute or relative approach.

(A) Absolute VaR approach

The absolute VaR approach is generally appropriate in the absence of an identifiable reference portfolio or benchmark, for example with absolute return funds. Under the absolute VaR approach a limit is set as a percentage of the Net Asset Value of the Fund. The absolute VaR limit of a Fund has to be set at or below 20% of its Net Asset Value. This limit is based upon a 1 month holding period and a 99% unilateral confidence interval.

(B) Relative VaR approach

The relative VaR approach is used for Funds where a VaR benchmark reflecting the investment strategy which the Fund is pursuing is defined. Under the relative VaR approach a limit is set as a multiple of the VaR of a benchmark or reference portfolio. The relative VaR limit of a fund has to be set at or below twice the VaR of the Fund's VaR benchmark.

Upon request, the ACD will provide further details of the quantitative limits and methods used in applying the risk management of each Fund as well as any recent developments in the risk and yields of the main categories of investment of each Fund.

Expected level of leverage

Funds quantifying global exposure using a Value-at-Risk (VaR) approach disclose their expected level of leverage.

The expected level of leverage is an indicator and not a regulatory limit. The Fund's levels of leverage may be higher than this expected level as long as the Fund remains in line with its risk profile and complies with its VaR limit.

The annual report will provide the actual level of leverage over the past period and additional explanations on this figure.

The level of leverage is a measure of (i) the derivative usage and (ii) the reinvestment of collateral in relation to efficient portfolio management transactions. It does not take into account other physical assets directly held in the portfolio of the relevant Funds. It also does not represent the level of potential capital losses that a Fund may incur. The level of leverage is calculated as (i) the sum of notionals of all financial derivative contracts entered into by the Fund expressed as a percentage of the Fund's Net Asset Value and (ii) any additional leverage generated by the reinvestment of collateral in relation to efficient portfolio management transactions.

This methodology does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Fund.
- allow the netting of derivative positions. As a result, derivative roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Fund risk.

take into account the derivative underlying assets' volatility or make a distinction between short-dated and long-dated assets. As a result, a Fund that exhibits a high level of leverage is not necessarily riskier than a Fund that exhibits a low level of leverage.

Cover for investment in derivative and forward transactions

The Funds may invest in derivatives and forward transactions as long as the exposure to which a Fund is committed by that transaction itself is suitably covered from within its Scheme Property. Exposure will include any initial outlay in respect of that transaction.

The ACD must ensure that its global exposure relating to derivatives and forward transactions held in a Fund does not exceed the net value of the Scheme Property. The Fund must therefore hold Scheme Property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Fund is committed. Cover used in respect of one transaction should not be used for cover in respect of another transaction in derivatives or a forward transaction.

Valuation of OTC derivatives

The ACD must:

- (A) establish, implement and maintain arrangements and procedures which ensure appropriate, transparent and fair valuation or the exposures of a Fund to OTC derivatives; and
- (B) ensure that the fair value of OTC derivatives is subject to adequate accurate and independent assessment.

Where the arrangements and procedures referred to above involve the performance of certain activities by third parties, the ACD must comply with the requirements in SYSC 8.1.13R (Additional requirements for a management company) and COLL 6.6A.4 R (4) to (6) (Due diligence requirements of AFMs of UCITS).

The arrangements and procedures referred to above must be:

- (A) adequate and proportionate to the nature and complexity of the OTC derivative concerned; and
- (B) adequately documented.

Counterparty risk and issuer concentration

The ACD must ensure that counterparty risk arising from an OTC derivative is subject to the limits set out above. When calculating the exposure of a Fund to a counterparty, the ACD must use the positive mark-to-market value of the OTC derivative contract with that counterparty.

The ACD may net the OTC derivative positions of a Fund with the same counterparty, provided they it is able legally to enforce netting agreements with the counterparty on behalf of the Fund and those netting agreements do not apply to any other exposures the Fund may have with that same counterparty.

The ACD may reduce the exposure of Scheme Property to a counterparty of an OTC derivative through the receipt of collateral. The ACD must take collateral into account in calculating exposure to counterparty risk in accordance with the limits in the section entitled "Spread Limits" below when it passes collateral to an OTC counterparty on behalf of a Fund. Collateral passed in accordance with the above can 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 a Fund. In relation to the exposure arising from OTC derivatives the ACD must include any exposure to OTC derivative counterparty risk in the calculation.

The ACD must calculate the issuer concentration limits as set out in the section entitled "Spread Limits" below on the basis of the underlying exposure created through the use of OTC derivatives pursuant to the commitment approach.

10. Spread Limits

The following spread limits apply to each Fund:

- (A) For the purposes of this section, companies included in the same group for the purposes of consolidated accounts as defined in accordance with the Seventh Council Directive 82/349/EEC of 13 June 1983 based on Article 54(3)(g) of the Treaty on consolidated accounts (or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, as applicable) or, of companies included in the same group in accordance with international accounting standards, are regarded as a single body.
- (B) Not more than 20% in value of the property of each Fund is to consist of deposits with a single body.
- (C) Not more than 5% in value of the property of each Fund is to consist of transferable securities (as defined in the FCA Rules) or approved money-market instruments issued by any single body.

- (D) The limit of 5% in (C) is raised to 10% in respect of up to 40% in value of the property of each Fund. Covered bonds need not be taken into account for the purpose of applying the limit of 40%.
- (E) The limit of 5% in (C) is raised to 25% in value of the property of each Fund in respect of covered bonds, provided that when a Fund invests more than 5% in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% in value of the property of the Fund.
- (F) In applying (C) and (E), certificates representing certain securities (as defined in the FCA Rules) are to be treated as equivalent to the underlying security.
- (G) The combined exposure to any one counterparty in OTC derivatives transactions, repurchase transactions and stock lending transactions must not exceed 5% in value of the property of each Fund; this limit being raised to 10% where the counterparty is an approved bank (as defined in the FCA Rules).
- (H) Not more than 20% in value of the property of each Fund is to consist of transferable securities and money-market instruments issued by the same group (as referred to in (A)).
- (I) Not more than 20% in value of each Fund is to consist of the units or shares of any one collective investment scheme (as defined in the FCA Rules).
- (J) In applying the limits in (B), (C), (D), (F) and (G), and subject to (E) not more than 20% in value of the property of a Fund is to consist of any combination of two or more of the following:
 - (1) transferable securities (including covered bonds) or approved money-market instruments issued by a single body; or
 - (2) deposits made with a single body; or
 - (3) exposures from OTC derivatives transactions, repurchase transactions and stock lending transactions made with a single body; In applying the limits in (G) and (H) above, the exposure in respect of OTC derivative transactions, repurchase transactions and stock lending transactions may be reduced to the extent that collateral is held in respect of it if the collateral meets the relevant conditions set out in COLL.

These limits do not apply to government and public securities, as to which see the section entitled "Government and Public Securities" above.

11. Significant Influence

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 immediately before the acquisition, the aggregate of any such securities held by the Company gives the Company power to influence significantly the conduct of business of that body corporate; or the acquisition gives the Company that power.

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).

12. Concentration

Each Fund 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;
- more than 10% of the debt securities issued by any single body;
- more than 25% of the units or shares of a single collective investment scheme;
- more than 10% of the approved money market instruments issued by any single body.

However, the Company need not comply with the above stated limits if, at the time of acquisition, the net amount in issue of the relevant investment cannot be calculated.

No Fund will have an interest in any immovable or tangible movable property.

13. Borrowing

The Company may, subject to the FCA Rules, borrow money from an eligible institution or an approved bank for the use of each Fund on terms that the borrowing is to be repayable out of the property of the Fund.

Borrowing must be on a temporary basis, must not be persistent and in any event must not exceed three months without the prior consent of the Depositary which may be given only on such conditions as appear appropriate to the Depositary to ensure that the borrowing does not cease to be on a temporary basis. The ACD must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the property of each Fund.

These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes, i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates.

14. Stock lending and repurchase agreements

Each Fund may enter into repurchase transactions and stock lending transactions, however, as at the date of this Prospectus the ACD has not engaged in stocklending transactions or repurchase transactions on behalf of the Funds. Should any Fund use such techniques and instruments defined under items "Securities and Cash Lending" and "Repurchase Agreements" in the future, the ACD will comply with the applicable regulations and in particular Regulation (EU) 2015/2365 of 25 November 2015 on transparency of securities financing transactions and of reuse (or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, as applicable) (the "SFT Regulation") and all the information required by the SFT Regulation will be available upon request at the registered office of the Company. The Prospectus will be updated prior to the use of any such techniques and instruments.

Repurchase agreements consist of transactions governed by an agreement whereby a party sells securities or instruments to a counterparty, subject to a commitment to repurchase

them, or substituted securities or instruments of the same description, from the counterparty at a specified price on a future date specified, or to be specified, by the transferor. Such transactions are commonly referred to as repurchase agreements for the party selling the securities or instruments, and reverse repurchase agreements for the counterparty buying them.

Securities lending transactions consist in transactions whereby a lender transfers securities or instruments to a borrower, subject to a commitment that the borrower will return equivalent securities or instruments on a future date or when requested to do so by the lender.

There are certain risks involved in entering into repurchase transactions and stock lending transactions. Please see in particular those set out in Appendix I "Risks of Investments". These risks may expose investors to an increased risk of loss. Please also note that certain potential conflicts of interests may arise in relation to efficient portfolio management techniques as set out in Appendix VI under "Conflicts of Interest".

All the revenues arising from repurchase transactions and stock lending transactions shall be returned to the relevant Fund following the deduction of any direct and indirect operational costs and fees arising. Such direct and indirect operational costs and fees, which shall not include hidden revenue, shall include fees and expenses payable to counterparties and/or stock lending agents and will be at normal commercial rates (including any applicable VAT).

To the extent permitted by and within the limits prescribed by COLL relating to the use of financial techniques and instruments (as may be amended, supplemented or replaced from time to time) and the ESMA Guidelines on ETFs and other UCITS issues (to the extent applicable), each Fund may enter as buyer or seller into repurchase transactions and engage in securities lending transactions for the purpose of generating additional capital or income or for reducing its costs or risks.

In respect of repurchase transactions, a Fund will, on a daily basis, receive from or post to, its counterparty collateral of a type and market value sufficient to satisfy the requirements of the FCA Rules.

In respect of securities loans, a Fund will ensure that on a daily basis it receives or posts to its counterparty collateral of at least the market value of the securities lent. Such collateral must be in the form of cash or securities that satisfy the requirements of the FCA Rules.

A Fund must have the right at any time to require the return of any security it has lent out or to terminate any securities lending agreement it has entered into.

A Fund that enters into a repurchase transaction as buyer shall ensure that it is able to recall the full amount of cash or to terminate the reverse repurchase transaction at any time.

A Fund that enters into a repurchase transaction as seller shall ensure that it is able to recall any securities sold under the transaction or to terminate the transaction at any time.

Fixed-term repurchase transactions that do not exceed seven days shall be considered as arrangements on terms that allow the assets to be recalled at any time by the Fund.

Each Fund shall ensure that the level of its exposure to repurchase transactions are such that it is able to comply at all times with its redemption obligations.

15. General power to accept or underwrite placings

Any power in Chapter 5 of COLL to invest in transferable securities may be used by the ACD for the purpose of entering into any agreement or understanding which is an underwriting or sub-underwriting agreement, or which contemplates that securities will or may be issued, subscribed for or acquired for the account of a Fund.

The ACD may only engage in such an agreement or understanding in relation to securities which the relevant Fund could otherwise invest in directly in accordance with the investment objective and policies of the Fund and subject to the limits on investment set out in Appendix II.

This ability does not apply to an option, or a purchase of a transferable security which confers a right to subscribe for or acquire a transferable security, or to convert one transferable security into another.

The exposure of a Fund to agreements and understandings as set out above, on any Business Day be covered and be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any of the investment limits in Chapter 5 of COLL or as otherwise set out in this section.

16. ACD's Policy on Collateral and Management of Collateral

Where a Fund enters into OTC financial derivative transactions, stock lending or repurchase transactions (whether as buyer or seller), all collateral used to reduce counterparty risk exposure should comply with the following criteria:

- (A) Liquidity: Any collateral received other than cash shall be liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received shall also comply with the provisions set out in the section entitled "Concentration".
- (B) Valuation: Collateral received shall be valued in accordance with the rules described under Section 2.4.3. "Calculation of Net Asset Value" on at least a daily basis. Assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place.
- (C) Issuer credit quality: The collateral received shall be of a high credit quality.
- (D) Correlation: Collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.
- (E) Diversification: Collateral should be sufficiently diversified in terms of country, markets and issuers.
- (F) Immediately available: Collateral received must be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate haircuts which will be determined for each asset class based on the haircut policy adopted by the ACD. In accordance with the collateral policy of the Funds, and subject to the above criteria, collateral received by the Funds must be in the form of one of or more of the following:

- (A) cash;
- (B) a certificate of deposit;
- (C) a letter of credit;
- (D) a readily realisable security;
- (E) commercial paper with no embedded derivative content; and/or
- (F) a money-market fund as defined in Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds, once applicable (or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, as applicable).

Without limiting the above, it is anticipated that collateral received by the Funds shall predominantly be in cash and government bonds.

Where there is a title transfer, the collateral received shall be held by the Depositary, or its agent. For other types of collateral arrangement (i.e. where there is no title transfer), the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

Non-cash collateral received cannot be sold, re-invested or pledged. Cash collateral shall only be:

- placed on deposit with entities as prescribed in the section entitled "Deposits" above;
- invested in high-quality government bonds;
- used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on accrued basis;
- a money-market fund as defined in Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds, once applicable (or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, as applicable).

Re-invested cash collateral shall be diversified in accordance with the diversification requirements applicable to non-cash collateral.

While re-invested cash is required to be diversified and may only be re-invested in the manner set out above, there remains a risk that the value of the asset invested in using cash collateral received by the Fund falls below the amount required to be returned to the cash collateral provider. Any shortfall will be borne by the Fund causing loss to the Fund and consequently investors.

17. Haircut Policy

The ACD, on behalf of each Fund, has established a haircut policy in respect of each class of assets received as collateral. A haircut is a discount applied to the market value of a collateral asset to account for the fact that its valuation, or liquidity profile, may deteriorate over time. The haircut, therefore, provides a 'risk cushion'. The haircut policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the collateral, the price volatility of the collateral and the results of any stress tests which may be performed in accordance with the collateral management policy. Subject to the framework of

agreements in place with the relevant counterparty, which may or may not include minimum transfer amounts, it is the intention of the ACD in respect of the Funds that any collateral received shall have a value, adjusted in light of the haircut policy, which equals or exceeds the relevant counterparty exposure where appropriate.

Eligible Collateral	Remaining Maturity	Haircut
Cash	N/A	0%
Government Bonds	One year or under	2%
	More than one year up to and including five years	3%
	More than five years up to and including ten years	5%
	More than ten years up to and including thirty years	7%
	More than thirty years up to and including forty years	10%
	More than forty years up to and including fifty years	13%

18. Exchange Traded Funds

Investment may be made by each Fund in exchange traded funds. The ACD will consider each investment in exchange traded funds on an individual basis to determine how the investment should be categorised. Generally, an investment in open ended exchange traded funds will be categorised as an investment in collective investment schemes and any investment in closed ended exchange traded funds will be categorised as an investment in transferable securities.

19. Other Investment Restrictions

In the event that one of the Funds invests in or disposes of shares or units in another collective investment scheme managed or operated by the ACD or an associate of the ACD, the ACD shall be under a duty to make the payments referred to in Rule 5.2.16 of the FCA Rules.

20. Interests in Immovable and Tangible Movable Property

The Company will not have any direct interest in any immovable property (for example its office) or tangible movable property (for example its office equipment).

Appendix IV

Eligible Markets For Funds

In order to qualify as an approved security, the market upon which securities are admitted to or dealt must, with certain exceptions permitted under COLL regulations, meet certain criteria as laid down in COLL.

Eligible Markets include any market established in a member state of the European Union or the European Economic Area (an EEA State) on which transferable securities admitted to official listing in the member state are dealt in or traded. It also includes Multilateral Trading Facilities (MTFs) operating

in the EU which operate regularly and are open to the public. In the case of all other markets, in order to qualify as an eligible market, the ACD, after consultation with the Depositary, must be satisfied that the relevant market; (A) is regulated; (B) operates regularly; (C) is recognised; (D) is open to the public; (E) is adequately liquid and (F) has adequate arrangements for unimpeded transmission of income and capital to investors.

The ACD, after consultation with the Depositary, has decided that the following securities exchanges are eligible markets in the context of the investment policy of the Funds.

Regional	
Europe	Those markets established in a member state on which transferable securities admitted to official listing in a member state are dealt in or traded The markets organised by the International Capital Markets Association (ICMA)
Country	
Australia	Australian Securities Exchange
Brazil	BM&F BOVESPA and Bolsa De Valores De Rio de Janeiro
Canada	Toronto Stock Exchange and TSX Venture Exchange
China	Shanghai Stock Connect
Hong Kong	Hong Kong Stock Exchange and GEM (Growth Enterprise Market) Hong Kong Stock Connect Hong Kong Bond Connect
India	Bombay (Mumbai) Stock Exchange and National Stock Exchange
Indonesia	Indonesian Stock Exchange
Israel	Tel Aviv Stock Exchange
Japan	The stock exchanges in Fukuoka, Nagoya, Sapporo, Osaka and Tokyo, JASDAQ (and Mothers Market sections of Tokyo Stock Exchange)
Korea	Korea Exchange and KOSDAQ
Malaysia	Bursa Malaysia
Mexico	Mexican Stock Exchange
New Zealand	New Zealand Stock Exchange
Peru	Lima Stock Exchange
Philippines	Philippines Stock Exchange
Saudi Arabia	Tadawul Exchange
Singapore	Singapore Exchange
South Africa	Johannesburg Stock Exchange
Sri Lanka	Colombo Stock Exchange
Switzerland	SIX Swiss Exchange including the former exchange SWX Europe
Taiwan	Taipei Exchange and Taiwan GreTai Securities Market
Thailand	Stock Exchange of Thailand
Turkey	Istanbul Stock Exchange
UK	Those markets established in the UK on which transferable securities admitted to official listing in the UK are dealt in or traded, including LSE and AIM

USA	<p>The NASDAQ Global Select Market, The NASDAQ Global Market and The NASDAQ Capital Market – collectively the NASDAQ Stock Market (the electronic inter-dealer quotation system of America operated by the National Association of Securities Dealers Inc)</p> <p>Any exchange registered with the Securities and Exchange Commission as a national stock exchange including Chicago Stock Exchange, NASDAQ OMX BX, NASDAQ OMX PHLX, National Stock Exchange, NYSE Euronext, NYSE Amex and NYSE Arca</p> <p>The market in transferable securities issued by or on behalf of the Government of the United States of America conducted through those persons for the time being recognised and supervised by the Federal Reserve Bank of New York and known as primary dealers</p> <p>The Over-the-Counter Market regulated by the National Association of Securities Dealers Inc</p> <p>FINRA Trade Reporting and Compliance Engine (TRACE)</p>
Derivatives	
Australia	ASX Trade24
Belgium	NYSE Euronext Brussels
Brazil	BM&FBOVESPA
Canada	Montreal Exchange
Columbia	Bolsa De Valores
France	NYSE Euronext, Paris
Germany	Eurex
Hong Kong	Hong Kong Futures Exchange
India	National Stock Exchange
Italy	Borsa Italiana (Italian Derivatives Market)
Japan	Osaka Stock Exchange, Tokyo Stock Exchange, Tokyo Financial Exchange
Korea	Korea Exchange
Mexico	Mercado Mexicano de Derivados
Netherlands	NYSE Euronext, Amsterdam
Poland	Warsaw Stock Exchange
Russia	The Moscow Exchange
Singapore	Singapore Exchange
South Africa	Johannesburg Stock Exchange
Spain	MEFF Renta Variable (Madrid)
Sweden	Nasdaq OMX, Stockholm and NASDAQ OMX Nordic
Switzerland	Eurex
Taiwan	Taiwan Futures Exchange
Turkey	Turkish Derivatives Exchange
UK	ICE Futures Exchange
USA	CME Group (including Chicago Board of Trade (CBOT), Chicago Mercantile Exchange (CME), COMEX, New York Mercantile Exchange (NYMEX)), Chicago Board Options Exchange (CBOE), CBOE Futures Exchange (CFE), ICE Futures US Inc, NASDAQ OMX Futures Exchange (NFX), Eris Exchange

Appendix V

Management, Distribution and Administration

Authorised Corporate Director

The ACD of the Company is Schroder Unit Trusts Limited, a company incorporated in England and Wales on 2 April 2001 and authorised by the FCA with effect from December 2001. The ACD is ultimately a wholly owned subsidiary of Schroders plc which is incorporated in England and Wales.

Registered Office:

1 London Wall Place,
London EC2Y 5AU

Share Capital:

Issued £9,000,001
Paid up £9,000,001

Directors:

G. Henriques (Chairman)

J. Barker
P. Chislett
P. Middleton
C. Thomson
P. Truscott
J. A. Walker-Hazell
H. Williams

None of the above is engaged in any significant business activity which is not connected with the business of the ACD or any of its Associates.

The ACD is responsible for managing and administering the Company's affairs in compliance with the FCA Rules. The ACD has delegated to JP Morgan Europe Limited the maintenance of accounting records, the preparation of financial statements and the calculation of the prices of Shares and the preparation of tax returns. The ACD has delegated the maintenance of the Register of Shareholders to DST Financial Services International Limited.

Regulatory status

The ACD is authorised and regulated by the FCA. Authorised Unit Trusts and Open-ended Investment Companies for which the ACD acts as Manager or ACD (as applicable) is set out in Appendix VII.

Terms of Appointment

The ACD was appointed by an agreement dated 24 March 2014 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 three years and thereafter may be terminated upon 12 months' written notice by either the ACD or the Company, although in certain circumstances the ACD Agreement 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.

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. The ACD Agreement provides indemnities to the ACD other than for matters arising by reason of fraud or by virtue of its negligence, wilful default, breach of duty or breach of trust in the performance of its duties and obligations.

The ACD will reimburse the Company 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 3 entitled "Charges and Expenses".

The ACD has established remuneration policies for those categories of staff, including senior management, risk takers, control functions, and any employees receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers whose professional activities have a material impact on the risk profiles of the ACD, that:

- are consistent with and promote sound and effective risk management and do not encourage risk taking which is inconsistent with the risk profiles of the Funds; and
- are in line with the business strategy, objective values and interests of the ACD and which do not interfere with the obligation of the ACD to act in the best interests of the Funds.

Schroders has an established Remuneration Committee consisting of independent non-executive directors of Schroders plc. The Committee met four times during 2018. Their responsibilities include recommending to the board of Schroders plc the Schroders group policy on directors' remuneration, overseeing the remuneration governance framework and ensuring that remuneration arrangements are consistent with effective risk management. The role and activities of the Committee and their use of advisors are further detailed in the Remuneration Report and the Committee's Terms of Reference (both available on the Schroders group website).

The ACD delegates responsibility for determining remuneration policy to the Remuneration Committee of Schroders plc. The ACD defines the objectives of each Fund it manages and monitors adherence to those objectives and conflict management. The Remuneration Committee receives reports from the ACD regarding each Fund's objectives, risk limits and conflicts register and the performance against those measures. The Remuneration Committee receives reports on risk, legal and compliance matters from the heads of those areas in its consideration of compensation proposals, which provides an opportunity for any material concerns to be escalated.

A summary of the remuneration policy of the ACD and related disclosures is at www.schroders.com/remuneration-disclosures. A paper copy is available free of charge upon request.

Investment Management

The ACD has delegated the investment management of Schroder European Equity Absolute Return Fund to Schroder Investment Management Limited (the Investment Adviser), a company incorporated in England and Wales, whose

registered office and principal place of business is at 1 London Wall Place, London, EC2Y 5AU. Schroder Investment Management Limited is authorised and regulated by the FCA.

The ACD has delegated the investment management of Schroder UK Dynamic Absolute Return Fund to BennBridge Ltd (the Investment Adviser), a company incorporated in England and Wales, whose registered office and principal place of business is at , Windsor House, Station Court, Station Road, Great Shelford, Cambridgeshire CB22 5NE. Bennbridge Ltd is authorised and regulated by the FCA.

Terms of Agreement with the Investment Advisers

The appointment of the Investment Advisers has been made under agreements between the ACD and each of the Investment Advisers. The Investment Advisers have full discretionary powers over the investment of the property of the Funds in respect of which they have been appointed, subject to the overall responsibility and right of veto of the ACD.

The agreement between the ACD and Schroder Investment Management Limited is terminable on two months' notice by either party. The agreement may also be terminated without notice in the event of a breach for 30 days or more by the other party and in certain insolvency or similar events. The agreement may also be terminated with immediate effect when it is in the interests of Shareholders.

The agreement between the ACD and BennBridge Ltd is terminable on six months' notice by either party. The agreement may also be terminated without notice in the event of a breach for 30 days or more by the other party and in certain insolvency or similar events. The agreement may also be terminated with immediate effect when it is in the interests of Shareholders.

Principal Activities of the Investment Advisers

The principal activities of the Investment Advisers are fund management and investment advice. The Investment Advisers are authorised to deal on behalf of the Company. The Investment Advisers shall be entitled to receive for its own account by way of remuneration for their services a fee of such amount and payable on such basis as shall be agreed in writing from time to time between each of the parties.

The Depository and Custodian

The Company's depository is J.P. Morgan Europe Limited, a company limited by shares, incorporated in England and Wales on 18 September 1968. Its registered office is at 25 Bank Street, Canary Wharf, London E14 5JP and its principal place of business is at Chaseside, Bournemouth BH7 7DA. The ultimate holding company of the Depository is JP Morgan Chase & Co which is incorporated in Delaware, USA.

The Depository has appointed JPMorgan Chase Bank, N.A as the custodian of the Scheme Property. The Depository is entrusted with the safekeeping of each Fund's assets. For the financial instruments which can be held in custody, they may be held either directly by the Custodian or, to the extent permitted by applicable laws and regulations, through every third-party custodian/sub-custodian providing, in principle, the same guarantees as the Custodian itself to be a financial institution subject to the rules of prudential supervision considered as equivalent to those provided by EU legislation. The Depository also ensures that each Fund's cash flows are properly monitored, and in particular that the subscription monies have been received and all cash of a Fund has been booked in the cash account in the name of the Fund or the Custodian on behalf of the Fund.

All cash, securities and other assets constituting the assets of a Fund shall be held under the control of the Depository on behalf of the Fund and its Unitholders. The Depository shall ensure that the issue and redemption of Shares in a Fund and the application of the Fund's income are carried out in accordance with the provisions of UK law and the Instrument of Incorporation, and the receipt of funds from transactions in the assets of the Fund are received within the usual time limits. In addition, the Depository shall:

- (A) ensure that the sale, issue, repurchase, redemption and cancellation of the Shares of a Fund are carried out in accordance with the FCA Rules and the Instrument of Incorporation;
- (B) ensure that the value of the Shares of a Fund is calculated in accordance with the FCA Rules and the Instrument of Incorporation;
- (C) carry out the instructions of the Company, unless they conflict with UK law or the Instrument of Incorporation;
- (D) ensure that in transactions involving a Fund's assets any consideration is remitted to a Fund within the usual time limits; and
- (E) ensure that a Fund's income is applied in accordance with the FCA Rules and the Instrument of Incorporation.

The Depository regularly provides the ACD with a complete inventory of all assets of the Funds.

The Depository may, subject to certain conditions and in order to more efficiently conduct its duties, delegate part or all of its safekeeping duties over a Fund's assets including but not limited to holding assets in custody or, where assets are of such a nature that they cannot be held in custody, verification of the ownership of those assets as well as record-keeping for those assets, to one or more third-party delegates appointed by the Depository from time to time.

The Depository shall exercise due skill, care and diligence in choosing and appointing the third-party delegates and in the periodic review and ongoing monitoring of any such third-party delegates and of the arrangements of the third party in respect of the matters delegated to it.

The liability of the Depository shall not be affected by the fact that it has entrusted all or some of a Fund's assets in its safekeeping to such third-party delegates.

In the case of a loss of a financial instrument held in custody, the Depository shall return a financial instrument of an identical type or the corresponding amount to a Fund without undue delay, except if such loss results from an external event beyond the Depository's reasonable control and the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

A list of the third party delegates appointed by the Depository can be obtained from the ACD on request.

The amounts paid to the Depository and Custodian will be shown in each Fund's report and accounts.

Conflicts of Interest

As part of the normal course of global custody business, the Depository may from time to time have entered into arrangements with other clients, funds or other third parties for the provision of safekeeping, fund administration or related services. Within a multi-service banking group such as JPMorgan Chase Group, from time to time conflicts may arise

(i) from the delegation by the Depositary to its safekeeping delegates or (ii) generally between the interests of the Depositary and those of its investors or the ACD; for example, where an affiliate of the Depositary is providing a product or service to a fund and has a financial or business interest in such product or service or receives remuneration for other related products or services it provides to the funds, for instance foreign exchange, securities lending, pricing or valuation, fund administration, fund accounting or transfer agency services. In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will at all times have regard to its obligations under applicable laws including Article 25 of the UCITS V Directive. Up-to-date information regarding the description of the Depositary's duties and of conflicts of interest that may arise therefrom as well as from the delegation of any safekeeping functions by the Depositary will be made available to investors on request at the ACD's registered office.

Regulatory Status

The principal business activity of the Depositary is acting as depositary and trustee of collective investment schemes. The Depositary is authorised and regulated by FCA.

Terms of Appointment

The Depositary provides its services under the terms of a Depositary Agreement between the Company and the Depositary (the Depositary Agreement) which may be terminated by 60 days' notice given by either the Company or the Depositary, provided that if the Depositary serves notice to retire, the Company shall use its best endeavours to find a duly qualified replacement for the Depositary until which time the Depositary shall continue as Depositary and the effective date of termination shall be extended accordingly. If no such person has been appointed to replace the Depositary within nine months of the date of such notice the Company shall be wound up in accordance with the provisions of its Instrument of Incorporation. Subject to the FCA Rules, the Depositary has full power to delegate (and authorise its sub-delegates to sub-delegate) all or any part of its duties as Depositary. The Depositary has delegated to JPMorgan Chase Bank, N.A. the custody of the Scheme Property. The Depositary is entitled to the fees, charges and expenses detailed under "Depositary's Charges and Expenses".

The Depositary Agreement contains indemnities by the Company in favour of the Depositary and its affiliated companies against (other than in certain circumstances) all costs (including without limitation, all reasonable legal, professional and other expenses), charges, losses and liabilities brought against, suffered or incurred by the Depositary or its affiliated companies in the execution or exercise of the Depositary's duties, powers, authorities and discretions under the Depositary Agreement.

Provision of Fund Accounting and Administrative Services

The ACD employs J.P. Morgan Europe Limited to provide fund accounting and certain administration services to each Fund.

The Auditors

The auditors of the Company are:

PricewaterhouseCoopers LLP
Atria One
144 Morrison Street
Edinburgh EH3 8EX

General

The Company, the ACD and the Depositary must each comply with the relevant requirements of the FCA Rules in a timely manner unless delay is lawful and also in the interests of the Company.

The ACD and the Depositary may retain the services of the other, or of third parties, to assist them in fulfilling their respective roles. However:

- (A) the Depositary may not delegate oversight of the Company to the Company, the ACD or any associate of the Company or of the ACD, or custody or control of the Scheme Property to the Company or the ACD; and
- (B) any delegation of custody of the Scheme Property must be under arrangements which allow the custodian to release documents into the possession of a third party only with the Depositary's consent.

Where functions are performed by third parties, the ACD remains responsible for the management of the Scheme Property and if the third party is an associate, any other functions which are within the role of the ACD.

The FCA Rules contain various requirements relating to transactions entered into between the Company and the ACD, any investment adviser or any associate of them which may involve a conflict of interest. These are designed to protect the interests of the Company. Certain transactions between the Company and the ACD, or an associate of the ACD, may be voidable at the instance of the Company in certain circumstances.

The ACD, and other companies connected with Schroder plc may, from time to time, act as investment managers or advisers to other funds which follow similar investment objectives to those of the Funds of the Company. It is therefore possible that the ACD and/or other companies connected with Schroder plc may, in the course of their business, have potential conflicts of interest with the Company or a particular Fund. The ACD will, however, have regard in such event to its obligations under its Agreement with the Company and, in particular, to its obligation to act in the best interests of the Company so far as is practicable, having regard to its obligations to other clients when undertaking any investment where potential conflicts of interest may arise.

The ACD is under no obligation to account to the Depositary or to the participants in any of the Funds for any profits or benefits it makes or receives that are derived from or in connection with dealing in Shares, any transaction in the Property of a Fund or the supply of services to the Company, and accordingly will not do so.

The Depositary may, from time to time, act as the depositary of other investment companies with variable capital.

Appendix VI

General Information

Register of Shareholders

The Register may be inspected without charge by any Shareholder, or his duly authorised agent, during normal business hours at that administrative address of the Transfer Agent as given in the Directory.

Copies of the entries in the Register relating to a Shareholder are available on request by that Shareholder without charge. The Company has the power to close the Register for any period or periods not exceeding 30 days in any one year.

Restrictions and Compulsory Transfer, Conversion and Redemption of Shares

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

If it comes to the notice of the ACD that any Shares are or may be owned or held legally or beneficially by a Non-Qualified Person (affected Shares) the ACD may give notice to the registered holder(s) of the affected Shares requiring either the transfer of such Shares to a person who is not a Non-Qualified Person or a request in writing for the redemption or cancellation of such Shares in accordance with the FCA Rules. If any person upon whom such a notice is served does not, within 30 days after the date of such notice, transfer the affected Shares to a person who is not a Non-Qualified Person or establish to the satisfaction of the ACD (whose judgement is final and binding) that he and the beneficial owner are not Non-Qualified Persons, he shall be deemed upon the expiration of that 30 day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of all the affected Shares pursuant to the FCA Rules.

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

The ACD may also, at its discretion, convert holdings of one class of Shares to another where it believes this to be in the best interests of investors. Such circumstances may include where the conversion will offer investors the benefits of economies of scale, or will otherwise result in lower fees. A mandatory conversion of Shares shall only take place where the ACD has given appropriate prior notice to affected investors in accordance with COLL.

Shareholders subject to UK tax should note that conversions should not generally be treated as a disposal for the purposes of capital gains tax, other than for conversions between hedged and unhedged Share Classes, or vice versa.

The ACD will not apply any fees where it carries out a compulsory conversion of Shares.

Non-UK Investors

The distribution of this Prospectus and the offering or purchase of Shares in any of the Funds may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus in any such jurisdiction may treat this Prospectus as constituting an invitation to them to subscribe for Shares unless, in the relevant jurisdiction, such an invitation could lawfully be made to them. Accordingly this Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for Shares in any of the Funds to inform themselves of and to observe all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares in any of the Funds should inform themselves as to legal requirements of so applying and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence or domicile.

The Shares in the Funds which are described in this Prospectus have not been and will not be registered under the United States Securities Act of 1933 (the Securities Act), the United States Investment Company Act of 1940 as amended (the Investment Company Act) or under the securities laws of any state of the US of America and may be offered, sold or otherwise transferred only in compliance with the Securities Act and such state or other securities laws. The Shares in the Funds which are described in this Prospectus may not be offered or sold to or for the account of any US Person.

If you are in any doubt as to your status, you should consult your financial or other professional adviser.

Annual Reports

Following the removal of the requirement to produce short reports by the FCA, the ACD no longer produces short reports for half-yearly and annual accounting periods ending after 1 January 2017.

The ACD will, within four months after the end of each annual accounting period and two months after the end of each half-yearly accounting period respectively, make available full report and accounts, free of charge, on request (See "Documents of the Company" below) or online at www.schroders.co.uk.

Strategy for the Exercise of Voting Rights

The Investment Advisers and the ACD have a strategy for determining how voting rights attached to the ownership of the Scheme Property are to be exercised for the benefit of each Fund. A summary of this strategy is available from the ACD on request. Details of action taken in respect of the exercise of voting rights are available from the ACD upon request.

Best Execution

The ACD's order execution policy sets out the basis upon which the ACD will effect transactions and place orders in relation to the Funds whilst complying with its obligation under the FCA Handbook to obtain the best possible result for the ACD on behalf of each Fund. Further details of the ACD's best execution policy are available on request from the ACD.

Shareholder Meeting and Voting Rights

Annual General Meeting

The Company will not hold an Annual General Meeting in relation to the Company's year end, unless the ACD notifies Shareholders otherwise.

Shareholders have the right to request copies of the service contract between the ACD and the Company.

General Meetings

Notice of the date, place and time of general meetings will be given to Shareholders.

The convening and conduct of Shareholders' meetings and the voting rights of Shareholders at those meetings are governed by the Company's Instrument of Incorporation and the FCA Rules, which are summarised below.

Where Shareholders are corporations rather than individuals, the following will apply:

- (A) Any corporation which is a Shareholder may by resolution of its directors or other governing body and in respect of any Share or Shares of which it is the holder authorise such individual as it thinks fit to act as its representative at any general meeting of the Shareholders or of any Class meeting or Fund meeting. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such Share or Shares if it were an individual Shareholder.
- (B) Any corporation which is a director of the Company may by resolution of its directors or other governing body authorise such individual as it thinks fit to act as its representative at any general meeting of the Shareholders, or of any Class meeting or Fund meeting or at any meeting of the directors. The person so authorised shall be entitled to exercise the same powers at such meeting on behalf of such corporation as the corporation could exercise if it were an individual director.
- (C) A corporation which holds Shares as nominee may appoint more than one such representative, each in respect of a specified number of Shares which the corporation holds, and each such representative shall be entitled to exercise such powers aforesaid only in respect of the Shares concerned.

Requisitions of Meetings

The ACD may convene a general meeting at any time.

Shareholders may also requisition a general meeting. A requisition by Shareholders must state the objects of the meeting, be dated and signed by the 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. The ACD

must convene a general meeting no later than eight weeks after the receipt of such a requisition at the head office of the Company.

Notice and Quorum

Shareholders will receive at least 14 days' written notice of a general meeting. They are entitled to be counted in the quorum and to vote at a meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy.

Notice convening a general meeting of Shareholders will be given in accordance with the FCA Rules.

An instrument of proxy may be in the usual common form or in any other form which the ACD shall approve executed under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under the common seal or under the hand of an officer or attorney so authorised. A person appointed to act as a proxy need not be a holder. For the appointment of a proxy to be effective, the instrument of proxy must be received as provided pursuant to the FCA Rules not less than 48 hours before the relevant meeting or adjourned meeting.

Voting Rights

At a meeting of Shareholders, on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by its properly authorised representative shall have one vote.

On a poll vote, Shareholders may vote in person or by proxy. The voting rights attaching to each Share are such proportion of the voting rights attached to all Shares in issue that the price of the Share bears to the aggregate prices(s) of all the Shares in issue on the date seven days before the notice of meeting is deemed to have been served. Shareholders who are entitled to more than one vote need not, if they vote, use all of their votes or cast all the votes used in the same way.

Except where the FCA Rules or the Instrument of Incorporation 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 required by the FCA Rules will be passed by a simple majority of the votes validly cast for and against the resolution (an ordinary resolution).

The ACD may not be counted in the quorum for a general meeting, and neither the ACD nor any associate of the ACD is entitled to vote at any general meeting 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.

"Shareholders" in this context means Shareholders on the date seven days before the notice of meeting is deemed to have been served, but excluding persons who are known to the ACD not to be Shareholders at the time of the meeting.

Class Meetings

The above provisions apply to meetings of Shareholders of a Fund or Class as they apply to general meetings of Shareholders, but by reference to the Fund or Class concerned.

Notifications of Changes to the Company and/or a Fund

The ACD will notify all Shareholders of the Company and/or the relevant Fund, as applicable, of any changes to the Company and/or a Fund. The nature of the notice given to Shareholders by the ACD will depend on the nature of the changes proposed, as deemed by the ACD. Changes may be fundamental, significant or notifiable.

Where the ACD deems changes to the Company and/or the relevant Fund to be fundamental, Shareholders of the Company and/or the relevant Fund, as applicable, will be required to approve the change by way of an extraordinary resolution prior to implementation.

Where the ACD deems changes to the Company and/or the relevant Fund to be significant, Shareholders of the Company and/or the relevant Fund, as applicable, will be provided with at least 60 days' prior notice before implementation of the change.

Where the ACD deems changes to the Company and/or the relevant Fund to be notifiable, Shareholders of the Company and/or the relevant Fund, as applicable, will be informed at or after the date the implementation of the change.

Winding Up of the Company or a Fund

The Company may not be wound up except as an unregistered company under part V of the Insolvency Act 1986 or, if the Company is solvent, under the FCA Rules. A Fund may be terminated under the FCA Rules provided it is solvent, or if insolvent wound up under part V of the Insolvency Act 1986 (as an unregistered company).

Where the Company is to be wound up or a Fund is to be terminated under the FCA Rules, such winding up or termination may only be commenced following approval by the FCA. The FCA will only give approval if the ACD provides a statement (following an investigation into the affairs, business and property of the Company, or in the case of the termination of a Fund, the affairs, business and property of the Fund) either that the Company or the Fund, as the case may be, will be able to meet its liabilities within 12 months of the date of the statement or that the Company will be unable to do so. The Company may not be wound up or a Fund terminated under the FCA Rules if there is a vacancy in the position of authorised corporate director at the relevant time.

The Company may be wound up or a Fund terminated under the FCA Rules if:

- (A) an extraordinary resolution to that effect is passed by the Shareholders; or
- (B) the period (if any) fixed for the duration of the Company or the Fund by the Instrument of Incorporation of the Company expires, or an event (if any) occurs on the occurrence of which the Instrument of Incorporation provides that the Company or Fund is to be wound up or terminated (for example, if the share capital of the Company is below its prescribed minimum or (in relation to any Fund) if the Net Asset Value of the Fund is less than £5 million or the equivalent in the currency of denomination, or if a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to terminate the Fund); or

- (C) on the effective date of an agreement by the FCA in response to a request by the ACD for the winding up of the Company or the termination of a Fund.

A Fund may also be terminated in accordance with the terms of a scheme of amalgamation or reconstruction, in which case Shareholders in the Fund will become entitled to receive shares or units in another regulated collective investment scheme in exchange for their Shares in the Fund.

On the occurrence of any of the events in paragraphs (A) to (C) above and provided the FCA has given its approval:

- (A) Sections 6.2 (Dealing), 6.3 (Valuation and Pricing) and 5 (Investment and Borrowing Powers) of the FCA Rules will cease to apply to the Company or the Fund;
- (B) the Company will cease to issue and cancel Shares in the Company or the Fund, and the ACD shall cease to sell or redeem Shares or arrange for the Company to issue or cancel them (except in respect of a final cancellation);
- (C) no transfer of a Share shall be registered and no other change to the Register shall be made without the sanction of the ACD;
- (D) where the Company is being wound up, the Company shall cease to carry on its business except for its beneficial winding up; and
- (E) the corporate status and powers of the Company and, subject to the provisions of paragraph (A) and (D) above, the powers of the ACD shall remain until the Company is dissolved.

The ACD shall, as soon as practicable after the winding up or termination has commenced causes the scheme property to be realised and the liabilities of the Company or Fund to be met out of the proceeds. Where sufficient liquid funds are available after making provision for the expenses of the winding up or termination and the discharge of the Company's or the Fund's remaining liabilities, the ACD may arrange for the Depositary to make one or more interim distributions out of the proceeds to Shareholders proportionately to the rights of their Shares to participate in the scheme property at the commencement of the winding up or termination. The ACD shall arrange for the Depositary to make a final distribution to Shareholders, on or prior to the date on which the final account or termination account is sent to Shareholders, of any balance remaining in proportion to their holdings in the Company or the particular Fund.

On completion of a winding up of the Company or the termination of a Fund, the Company or the Fund will be dissolved and the ACD will arrange for the Depositary to pay or lodge any money standing to the account of the Company or the Fund in accordance with the OEIC Regulations and t within one month of dissolution.

In the period between the commencement of the winding up of a Fund or its termination additional monies due to the Fund may occasionally be received. If in the opinion of the ACD and the Depositary the amount received is considered significant (greater than £5 per Shareholder) relative to the cost of paying the money to Shareholders who held Shares at the commencement of the Fund's winding up, the money will be paid to Shareholders. If the sum received is deemed insignificant or is received after winding up or termination, the money will be donated to a UK registered charity selected by the ACD.

The ACD shall notify the FCA that it has completed a winding up of the Company or a termination of a Fund.

Following the completion of a winding up of the Company or of a Fund, the ACD must prepare a final account showing the date on which the Company's affairs were fully wound up, 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. Following the completion of a the termination of a Fund, the ACD must prepare a termination account showing the date on which the Fund's affairs were fully terminated, 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 or termination account, stating their opinion as to whether the final account or termination account has been properly prepared.

This final account or termination account and the auditors' report must be sent to the FCA, to each relevant Shareholder within four months of the date of the completion of the winding up of the Company or the termination of the Fund.

The Company is an umbrella company, and its Funds are segregated portfolios of assets. Accordingly, the assets of a Fund belong exclusively to that Fund and shall be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the umbrella company, or any other Fund, and shall not be available for any such purpose.

While the provisions of the OEIC Regulations provide for segregated liability between 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.

Documents of the Company

The following documents may be inspected free of charge between 9.00 a.m. and 5.30 p.m. on every Business Day at the head office of the ACD, 1 London Wall Place, London EC2Y 5AU.

- (A) the most recent annual and half-yearly report and accounts of the Company;
- (B) the Instrument of Incorporation (and any amending instrument);
- (C) the Prospectus;
- (D) the Key Investor Information Document for each Share Class of each Fund; and
- (E) the material contracts referred to below.

The most recent copies of the documents referred to at (A), (B) and (C) above may also be requested free of charge from the head office of the ACD by writing to us at 1 London Wall Place, London EC2Y 5AU. These documents may also be downloaded from the ACD's website: www.Schroders.co.uk. The ACD may make a charge at its discretion for providing printed copies of documents.

Material Contracts

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

- (A) the ACD Agreement dated 24 March 2014 between the Company and the ACD; and
- (B) the Depositary Agreement dated 24 March 2014 between the Company, the ACD and the Depositary.

Details of the above contracts are given in Appendix V (Management, Distribution and Administration).

Complaints

Complaints should be addressed to Head of Investor Services, Schroders, P O Box 1102, Chelmsford CM99 2XX. You can request a copy of the ACD's written internal complaints procedures by writing to the above address or contact Schroders Investor Services on 0800 718 777. You may also have the right to refer the complaint directly to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Information about the Financial Ombudsman Service can be found at www.financial-ombudsman.org.uk. A statement of your rights to compensation in the event of Schroders being unable to meet its liabilities to you is available from the FCA and the Financial Services Compensation Scheme. Further details can be found at www.fscs.org.uk.

Data Protection

For the purposes of the General Data Protection Regulation 2016/679 (GDPR), or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, (as applicable) the data controllers in relation to any personal data you supply are the Funds and the ACD.

In order to comply with our obligations and responsibilities under applicable data protection law, we are required by law to make available to you a privacy policy which details how we collect, use, disclose, transfer, and store your information. Please find a copy of our privacy policy at www.schroders.com/en/privacy-policy. By signing the application form, you acknowledge that you have read and understood the contents of our privacy policy.

Genuine Diversity of Ownership Condition

Interests in the Funds are widely available, and the ACD undertakes that they will be marketed and made available sufficiently widely and in a manner appropriate to reach the intended categories of Shareholders who meet the broad requirements for investment in any given Share class, and are not intended to be limited to particular investors or narrowly-defined groups of investor. Please refer to Appendix III for the details of the minimum levels of investment and/or investor categories that are specified as eligible to acquire particular Share classes.

Provided that a person meets the broad requirements for investment in any given Share class, he/she may obtain information on and acquire the relevant Shares in the Fund, subject to the paragraphs immediately following.

Notice To Shareholders

A notice is duly served if it is delivered to the Shareholder's address as appearing in the register or is delivered by electronic means in accordance with the FCA Rules. Any notice or document served by post is deemed to have been served on the second Business Day following the day on which it is posted. Any document left at a registered address or delivered other than by post is deemed to have been served on that day.

Acceptable Minor Non-Monetary Benefits

Schroders may pay to or accept from third parties minor non-monetary benefits as permitted by the FCA Conduct of Business Sourcebook provided that they are capable of enhancing services provided to clients and do not impair Schroders' duty to act honestly, fairly and in the best interests of clients. Such minor non-monetary benefits may include:

- information or documentation relating to financial instruments or investment services;
- written material from third parties;
- participation in conferences, seminars and other training events;
- reasonable de minimis hospitality; and/or
- research.

Benchmark Regulation

Unless otherwise disclosed in this Prospectus, the indices or benchmarks used within the meaning of the Regulation (EU) 2016/1011 or the statutory equivalent thereof which forms part of English law by virtue of the EUWA, (as applicable) (the "Benchmark Regulations") by the Funds are, as at the date of this Prospectus, provided by benchmark administrators who benefit from the transitional arrangements afforded under the applicable Benchmark Regulations and accordingly may not appear yet on the register of administrators and benchmarks maintained by the relevant supervisory authority. These benchmark administrators should apply for authorisation or registration as an administrator under applicable Benchmark Regulations before 1 January 2020. Updated information on this register should be available no later than 1 January 2020. The ACD maintains written plans setting out the actions that will be taken in the event of the benchmark materially changing or ceasing to be provided. Copies of a description of these plans are available upon request and free of charge from the registered office of the ACD.

Appendix VII

Funds

The ACD is also the manager of the following authorised unit trust schemes:

- Schroder Absolute Return Bond Fund
- Schroder Advanced Beta Global Corporate Bond Fund
- Schroder Advanced Beta Global Equity Small and Mid Cap Fund
- Schroder Advanced Beta Global Equity Value Fund
- Schroder Advanced Beta Global Sovereign Bond Fund
- Schroder Advanced Beta UK Equity Fund
- Schroder All Maturities Corporate Bond Fund
- Schroder All Maturities Index Linked Bond Fund
- Schroder Asian Alpha Plus
- Schroder Asian Income Fund
- Schroder Asian Income Maximiser
- Schroder Diversified Growth Fund
- Schroder Dynamic Multi Asset Fund
- Schroder European Alpha Plus Fund
- Schroder European Fund
- Schroder European Smaller Companies Fund
- Schroder Flexible Retirement Fund
- Schroder Gilt and Fixed Interest Fund
- Schroder Global Emerging Markets Fund
- Schroder Global Equity Fund
- Schroder Global Equity Income Fund
- Schroder Global Healthcare Fund
- Schroder Global Multi-Factor Equity Fund
- Schroder Global Cities Real Estate Income
- Schroder Global Cities Real Estate
- Schroder Income Fund
- Schroder Income Maximiser
- Schroder Institutional Growth Fund
- Schroder Institutional Index Linked Bond Fund
- Schroder Institutional Long Dated Sterling Bond Fund
- Schroder Institutional Pacific Fund
- Schroder Institutional Sterling Bond Fund
- Schroder Institutional UK Smaller Companies Fund
- Schroder Long Dated Corporate Bond Fund
- Schroder Managed Balanced Fund
- Schroder Mixed Distribution Fund
- Schroder Moorgate I Fund
- Schroder Managed Wealth Portfolio
- Schroder MM Diversity Fund
- Schroder MM Diversity Balanced Fund
- Schroder MM Diversity Income Fund
- Schroder MM Diversity Tactical Fund
- Schroder MM International Fund
- Schroder MM UK Growth Fund
- Schroder High Yield Opportunities Fund
- Schroder Prime UK Equity Fund
- Schroder QEP Global Active Value Fund
- Schroder QEP Global Core Fund
- Schroder QEP Global Emerging Markets Fund
- Schroder QEP US Core Fund
- Schroder Recovery Fund
- Schroder Small Cap Discovery Fund
- Schroder Responsible Value UK Equity Fund
- Schroder Sterling Broad Market Bond Fund
- Schroder Strategic Bond Fund
- Schroder Sustainable Multi-Factor Equity Fund
- Schroder Tokyo Fund
- Schroder UK Alpha Plus Fund
- Schroder UK Equity Fund
- Schroder UK Mid 250 Fund
- Schroder UK Real Estate Fund Feeder Trust
- Schroder UK Smaller Companies Fund
- Schroder US Mid Cap Fund
- Schroder US Smaller Companies Fund
- Schroder US Equity Income Maximiser
- SUTL Cazenove GBP Balanced Fund
- SUTL Cazenove GBP Growth Fund
- Anla Fund
- Bowdon General Fund
- Caversham Fund

- Elystan Fund
- Gresham General Fund
- Pilot Hill Fund
- Start Hill Fund
- Thornton Fund
- Winding Wood Fund
- The Betton Fund
- The Blair Fund
- The Cutty Fund
- The Global Growth Fund
- The Little Acorn Fund
- The Milton Fund
- The Mount Diston Fund
- The Pondtail Fund
- The Second Managed Growth Fund
- The Springfield Trust
- Evergreen Fund
- Bass Rock Fund
- Broombriggs Fund
- Scriventon Fund
- Barnegat Light Fund
- Countess Fund
- The Blackline Fund
- Eiger Fund
- Ardnave Fund
- Wadham Fund
- Finial Fund
- Iranja Fund

The ACD is also ACD for Schroder Investment Fund Company, an open-ended investment company which currently has the following sub-funds:

- Schroder UK Opportunities Fund
- Schroder UK Dynamic Smaller Companies Fund
- Schroder Sterling Corporate Bond Fund
- Schroder Strategic Credit Fund
- Schroder European Recovery Fund
- Schroder Core UK Equity Fund
- Schroder UK Alpha Income Fund
- Schroder European Alpha Income Fund
- Schroder Global Recovery Fund

- Schroder Multi-Asset Total Return Fund
- Schroder India Equity Fund

The ACD is also ACD for:

- The Arcadia Fund
- The Clarkston Fund
- The Wakefield Fund

The ACD is also ACD for Schroder Fusion Investment Fund Company, an open-ended investment company which currently has the following sub-funds:

- Schroder Fusion Portfolio 3
- Schroder Fusion Portfolio 4
- Schroder Fusion Portfolio 5
- Schroder Fusion Portfolio 6
- Schroder Fusion Portfolio 7
- Schroder Fusion Managed Defensive Fund

The ACD is also ACD for Schroder Dynamic Investment Fund Company, an open-ended investment company which currently has the following sub-funds:

- Schroder Dynamic Planner Portfolio 3
- Schroder Dynamic Planner Portfolio 4
- Schroder Dynamic Planner Portfolio 5
- Schroder Dynamic Planner Portfolio 6
- Schroder Dynamic Planner Portfolio 7

The ACD is also the Manager of SUTL Cazenove Charity UCITS Fund which currently has the following sub-trusts:

- SUTL Cazenove Charity Equity Income Fund
- SUTL Cazenove Charity Equity Value Fund
- SUTL Cazenove Charity Bond Fund

The ACD is also the Manager of SUTL Cazenove Charity Non-UCITS Fund which currently has the following sub-trusts:

- SUTL Cazenove Charity Multi-Asset Fund
- SUTL Cazenove Charity Responsible Multi-Asset Fund

Appendix VIII

Past Performance

The historical performance of each Fund is as follows:

Annual performance is shown for P1 Class Accumulation Shares. Past performance is not necessarily a 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.

Performance Record

	2018	2017	2016	2015	2014
Schroder European Equity Absolute Return Fund	-2.4	-3.0	-3.3	4.9	-4.4
Schroder UK Dynamic Absolute Return Fund	-2.0	10.9	3.3	10.8	-8.6

Source: Schroders – mid to mid price with net income reinvested, net of the ongoing charges and portfolio costs. The table shows performance information for five complete 12-month periods to December 2018.

Appendix IX

Other Information

List of the third party delegates appointed by the Depository – as 1 February 2017

Please note that from 1 July 2017 J.P. Morgan Bank Luxembourg S.A. is an intermediary sub custodian between JPMorgan Chase Bank N.A. and JPMorgan Chase Bank N.A. Mumbai Branch as Indian sub custodian.

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
ARGENTINA	HSBC Bank Argentina S.A. Avenida Martin Garcia 464, 5th Floor C1268ABN Buenos Aires ARGENTINA	HSBC Bank Argentina S.A. Buenos Aires
AUSTRALIA	JPMorgan Chase Bank, N.A. ** Level 19, 55 Collins Street Melbourne 3000 AUSTRALIA	Australia and New Zealand Banking Group Ltd. Melbourne
AUSTRIA	UniCredit Bank Austria AG Julius Tandler Platz – 3 A-1090 Vienna AUSTRIA	J.P. Morgan AG Frankfurt am Main
BAHRAIN	HSBC Bank Middle East Limited 1st Floor, Building No 2505, Road No 2832 Al Seef 428 BAHRAIN	HSBC Bank Middle East Limited Al Seef
BANGLADESH	Standard Chartered Bank Portlink Tower Level-6, 67 Gulshan Avenue Gulshan Dhaka -1212 BANGLADESH	Standard Chartered Bank Dhaka
BELGIUM	BNP Paribas Securities Services S.C.A. Central Plaza Building Rue de Loosum, 25 7th Floor 1000 Brussels BELGIUM	J.P. Morgan AG Frankfurt am Main
BERMUDA	HSBC Bank Bermuda Limited 6 Front Street Hamilton HM 11 BERMUDA	HSBC Bank Bermuda Limited Hamilton
BOTSWANA	Standard Chartered Bank Botswana Limited 5th Floor, Standard House P.O. Box 496 Queens Road, The Mall Gaborone BOTSWANA	Standard Chartered Bank Botswana Limited Gaborone
BRAZIL	J.P. Morgan S.A. DTVM Av. Brigadeiro Faria Lima, 3729, Floor 06 Sao Paulo SP 04538-905 BRAZIL	J.P. Morgan S.A. DTVM Sao Paulo
BULGARIA	Citibank Europe plc Serdika Offices 10th Floor 48 Sitnyakovo Blvd Sofia 1505 BULGARIA	ING Bank N.V. Sofia
CANADA	Canadian Imperial Bank of Commerce Commerce Court West Security Level Toronto Ontario M5L 1G9 CANADA Royal Bank of Canada 155 Wellington Street West, 2nd Floor Toronto Ontario M5V 3L3 CANADA	Royal Bank of Canada Toronto

** J.P. Morgan affiliate

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
CHILE	Banco Santander Chile Bandera 140, Piso 4 Santiago CHILE	Banco Santander Chile Santiago
CHINA A-SHARE	HSBC Bank (China) Company Limited 33/F, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong Shanghai 200120 THE PEOPLE'S REPUBLIC OF CHINA	HSBC Bank (China) Company Limited Shanghai
CHINA B-SHARE	HSBC Bank (China) Company Limited 33/F, HSBC Building, Shanghai ifc 8 Century Avenue, Pudong Shanghai 200120 THE PEOPLE'S REPUBLIC OF CHINA	JPMorgan Chase Bank, N.A. New York JPMorgan Chase Bank, N.A. Hong Kong
CHINA CONNECT	JPMorgan Chase Bank, N.A. 48th Floor, One Island East 18 Westlands Road, Quarry Bay HONG KONG	JPMorgan Chase Bank, N.A. Hong Kong
COLOMBIA	Cititrust Colombia S.A. Carrera 9 A # 99-02, 3rd floor Bogota COLOMBIA	Cititrust Colombia S.A. Bogotá
COSTA RICA	Banco BCT, S.A. 150 Metros Norte de la Catedral Metropolitana Edificio BCT San Jose COSTA RICA	Banco BCT, S.A. San Jose
RESTRICTED SERVICE ONLY.		
CROATIA	Privredna banka Zagreb d.d. Radnicka cesta 50 10000 Zagreb CROATIA	Zagrebacka banka d.d. Zagreb
CYPRUS	HSBC Bank plc 109-111, Messogian Ave. 115 26 Athens GREECE	J.P. Morgan AG Frankfurt am Main
CZECH REPUBLIC	UniCredit Bank Czech Republic and Slovakia, a.s BB Centrum – FILADELFIE Zeletavska 1525-1 140 92 Prague 1 CZECH REPUBLIC	Ceskoslovenska obchodni banka, a.s. Prague
DENMARK	Nordea Bank Danmark A/S Christiansbro Strandgade 3 P.O. Box 850 DK-0900 Copenhagen DENMARK	Nordea Bank Danmark A/S Copenhagen
EGYPT	Citibank, N.A. 4 Ahmed Pasha Street Garden City Cairo EGYPT	Citibank, N.A. Cairo
ESTONIA	Swedbank AS Liivalaia 8 15040 Tallinn ESTONIA	J.P. Morgan AG Frankfurt am Main
FINLAND	Nordea Bank Finland Plc Aleksis Kiven katu 3-5 FIN-00020 NORDEA Helsinki FINLAND	J.P. Morgan AG Frankfurt am Main
FRANCE	BNP Paribas Securities Services S.C.A. Les Grands Moulins de Pantin 9, rue du Debarcadere 93500 Pantin FRANCE	J.P. Morgan AG Frankfurt am Main

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
GERMANY	<p>Deutsche Bank AG Alfred-Herrhausen-Allee 16-24 D-65760 Eschborn GERMANY</p> <p>J.P. Morgan AG#. Taunustor 1 (TaunusTurm) 60310 Frankfurt am Main GERMANY # Custodian for local German custody clients only.</p>	J.P. Morgan AG Frankfurt am Main
GHANA	Standard Chartered Bank Ghana Limited Accra High Street P.O. Box 768 Accra GHANA	Standard Chartered Bank Ghana Limited Accra
GREECE	HSBC Bank plc Messogion 109-111 11526 Athens GREECE	J.P. Morgan AG Frankfurt am Main
HONG KONG	JPMorgan Chase Bank, N.A. 48th Floor, One Island East 18 Westlands Road, Quarry Bay HONG KONG	JPMorgan Chase Bank, N.A. Hong Kong
HUNGARY	Deutsche Bank AG Hold utca 27 H-1054 Budapest HUNGARY	ING Bank N.V. Budapest
ICELAND	Islandsbanki hf. Kirkjusandur 2 IS-155 Reykjavik ICELAND	Islandsbanki hf. Reykjavik
RESTRICTED SERVICE ONLY.		
INDIA	JPMorgan Chase Bank, N.A. 6th Floor, Paradigm 'B' Wing MindSpace, Malad (West) Mumbai 400 064 INDIA	JPMorgan Chase Bank, N.A. Mumbai
INDONESIA	The Hongkong and Shanghai Banking Corporation Limited Jakarta 12930 INDONESIA	The Hongkong and Shanghai Banking Corporation Limited Jakarta
IRELAND	JPMorgan Chase Bank, N.A. 25 Bank Street, Canary Wharf London E14 5JP UNITED KINGDOM	J.P. Morgan AG Frankfurt am Main
ISRAEL	Bank Leumi le-Israel B.M. 35, Yehuda Halevi Street 65136 Tel Aviv ISRAEL	Bank Leumi le-Israel B.M. Tel Aviv
ITALY	BNP Paribas Securities Services S.C.A. Via Asperto, 5 20123 Milan ITALY	J.P. Morgan AG Frankfurt am Main
JAPAN	<p>Mizuho Bank, Ltd. 2-15-1, Konan Minato-ku Tokyo 108-6009 JAPAN</p> <p>The Bank of Tokyo-Mitsubishi UFJ, Ltd. 1-3-2 Nihombashi Hongoku-cho Chuo-ku Tokyo 103-0021 JAPAN</p>	JPMorgan Chase Bank, N.A. Tokyo

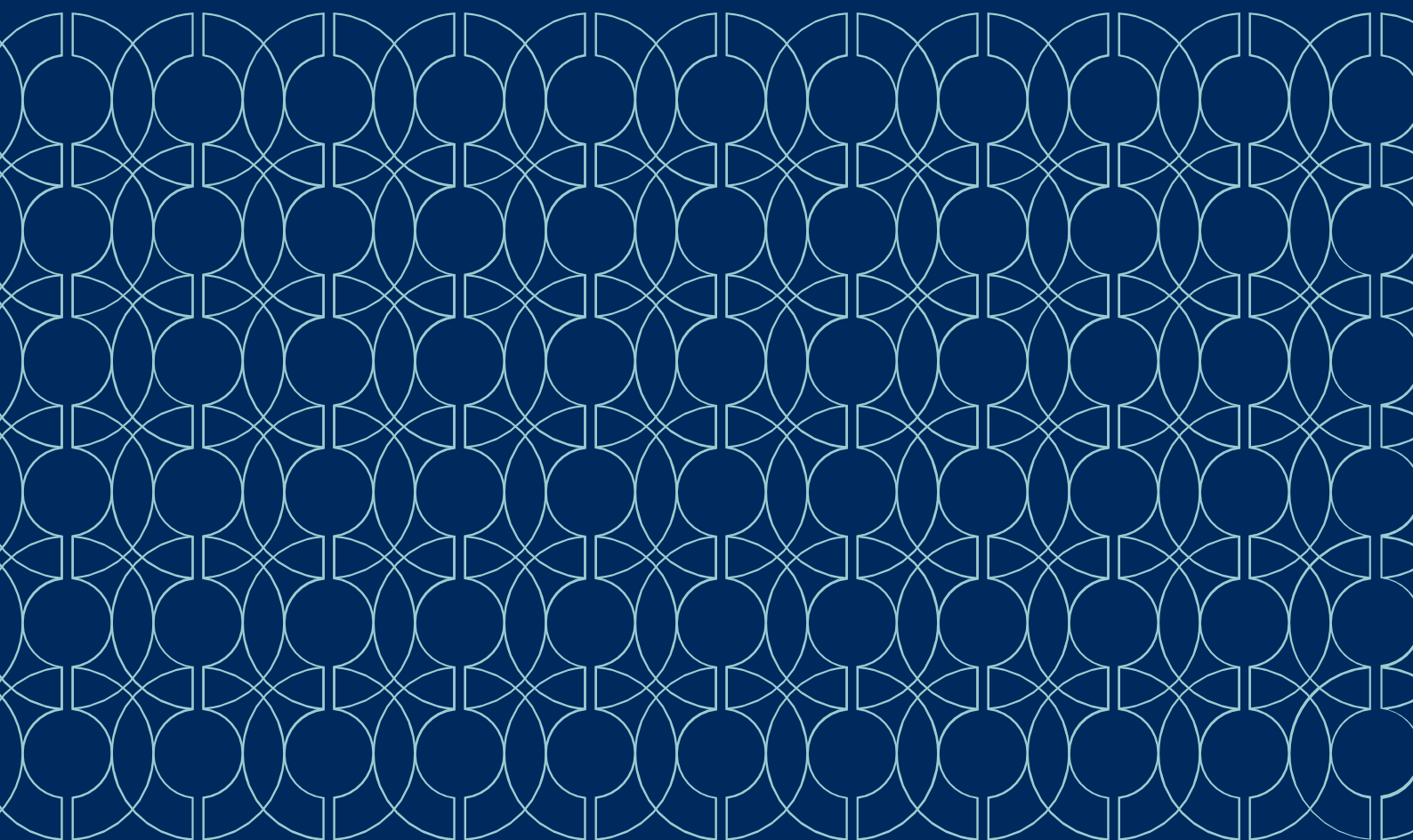
MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
JORDAN	Standard Chartered Bank Shmeissani Branch Al-Thaqafa Street Building # 2 P.O.BOX 926190 Amman JORDAN	Standard Chartered Bank Amman
KAZAKHSTAN	JSC Citibank Kazakhstan Park Palace, Building A, Floor 2 41 Kazybek Bi Almaty 050010 KAZAKHSTAN	JSC Citibank Kazakhstan Almaty
KENYA	Standard Chartered Bank Kenya Limited Chiromo 48 Westlands Road Nairobi 00100 KENYA	Standard Chartered Bank Kenya Limited Nairobi
KUWAIT	HSBC Bank Middle East Limited Kuwait City, Qibla Area Hamad Al-Saqr Street, Kharafi Tower G/1/2 Floors Safat 13017 KUWAIT	HSBC Bank Middle East Limited Safat
LATVIA	Swedbank AS Balasta dambis 1a Riga LV-1048 LATVIA	J.P. Morgan AG Frankfurt am Main
LEBANON *SUSPENDED UNTIL FURTHER NOTICE.*	HSBC Bank Middle East Limited HSBC Main Building Riad El Solh, P.O. Box 11-1380 1107-2080 Beirut LEBANON	JPMorgan Chase Bank, N.A New York
LITHUANIA	AB SEB Bankas 12 Gedimino pr. LT 2600 Vilnius LITHUANIA	AB SEB Bankas Vilnius J.P. Morgan AG Frankfurt am Main
LUXEMBOURG	BNP Paribas Securities Services S.C.A. 33, Rue de Gasperich L-5826 Hesperange LUXEMBOURG	J.P. Morgan AG Frankfurt am Main
MALAWI	Standard Bank Limited, Malawi 1st Floor Kaomba House Cnr Glyn Jones Road & Victoria Avenue Blantyre MALAWI	Standard Bank Limited, Malawi Blantyre
RESTRICTED SERVICE ONLY.		
MALAYSIA	HSBC Bank Malaysia Berhad 2 Leboh Ampang 12th Floor, South Tower 50100 Kuala Lumpur MALAYSIA	HSBC Bank Malaysia Berhad Kuala Lumpur
MAURITIUS	The Hongkong and Shanghai Banking Corporation Limited HSBC Centre 18 Cybercity Ebene MAURITIUS	The Hongkong and Shanghai Banking Corporation Limited Ebene
MEXICO	Banco Nacional de Mexico, S.A. Act. Roberto Medellin No. 800 3er Piso Norte Colonia Santa Fe 01210 Mexico, D.F. MEXICO	Banco Santander (Mexico), S.A. Mexico, D.F.
MOROCCO	Société Générale Marocaine de Banques 55 Boulevard Abdelmoumen Casablanca 20100 MOROCCO	Attijariwafa Bank S.A. Casablanca

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
NAMIBIA	Standard Bank Namibia Limited Mutual Platz 2nd Floor, Standard Bank Centre Cnr. Stroebeel and Post Streets P.O.Box 3327 Windhoek NAMIBIA	The Standard Bank of South Africa Limited Johannesburg
NETHERLANDS	BNP Paribas Securities Services S.C.A. Herengracht 595 1017 CE Amsterdam NETHERLANDS	J.P. Morgan AG Frankfurt am Main
NEW ZEALAND	JPMorgan Chase Bank, N.A.** Level 13, 2 Hunter Street Wellington 6011 NEW ZEALAND	Westpac Banking Corporation Wellington
NIGERIA	Stanbic IBTC Bank Plc Plot 1712 Idejo Street Victoria Island Lagos NIGERIA	Stanbic IBTC Bank Plc Lagos
NORWAY	Nordea Bank Norge ASA Essendropsgate 7 PO Box 1166 NO-0107 Oslo NORWAY	Nordea Bank Norge ASA Oslo
OMAN	HSBC Bank Oman S.A.O.G. 2nd Floor Al Khuwair PO Box 1727 PC 111 Seeb OMAN	HSBC Bank Oman S.A.O.G. Seeb
PAKISTAN	Standard Chartered Bank (Pakistan) Limited P.O. Box 4896 Ismail Ibrahim Chundrigar Road Karachi 74000 PAKISTAN	Standard Chartered Bank (Pakistan) Limited Karachi
PERU	Citibank del Perú S.A. Av. Canaval y Moreryra 480 Piso 4 San Isidro Lima 27 PERU	Citibank del Perú S.A. Lima
PHILIPPINES	The Hongkong and Shanghai Banking Corporation Limited 7/F HSBC Centre 3058 Fifth Avenue West Bonifacio Global City 1634 Taguig City PHILIPPINES	The Hongkong and Shanghai Banking Corporation Limited Taguig City
POLAND	Bank Handlowy w. Warszawie S.A. ul. Senatorska 16 00-923 Warsaw POLAND	mBank S.A. Warsaw
PORTUGAL	BNP Paribas Securities Services S.C.A. Avenida D.João II, Lote 1.18.01, Bloco B, 7º andar 1998-028 Lisbon PORTUGAL	J.P. Morgan AG Frankfurt am Main
QATAR	HSBC Bank Middle East Limited 2nd Floor, Ali Bin Ali Tower Building 150 (Airport Road) PO Box 57 Doha QATAR	HSBC Bank Middle East Limited Doha
ROMANIA	Citibank Europe plc 145 Calea Victoriei 1st District 010072 Bucharest ROMANIA	ING Bank N.V. Bucharest

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
RUSSIA	J.P. Morgan Bank International (Limited Liability Company) 10, Butyrsky Val White Square Business Centre Floor 12 Moscow 125047 RUSSIA	JPMorgan Chase Bank, N.A. New York
SAUDI ARABIA	HSBC Saudi Arabia Limited 2/F HSBC Building Olaya Road, Al-Murooj Riyadh 11413 SAUDI ARABIA	HSBC Saudi Arabia Limited Riyadh
SERBIA	Unicredit Bank Srbija a.d. Rajiceva 27-29 11000 Belgrade SERBIA	Unicredit Bank Srbija a.d. Belgrade
SINGAPORE	DBS Bank Ltd 10 Toh Guan Road DBS Asia Gateway, Level 04-11 (4B) 608838 SINGAPORE	Oversea-Chinese Banking Corporation Singapore
SLOVAK REPUBLIC	UniCredit Bank Czech Republic and Slovakia, a.s. Sancova 1/A SK-813 33 Bratislava SLOVAK REPUBLIC	J.P. Morgan AG Frankfurt am Main
SLOVENIA	UniCredit Banka Slovenija d.d. Smartinska 140 SI-1000 Ljubljana SLOVENIA	J.P. Morgan AG Frankfurt am Main
SOUTH AFRICA	FirstRand Bank Limited 1 Mezzanine Floor, 3 First Place, Bank City Cnr Simmonds and Jeppe Streets Johannesburg 2001 SOUTH AFRICA	The Standard Bank of South Africa Limited Johannesburg
SOUTH KOREA	Standard Chartered Bank Korea Limited 47 Jongro, Jongro-Gu Seoul 110-702 SOUTH KOREA Kookmin Bank Co., Ltd. 84, Namdaemun-ro, Jung-gu Seoul 100-845 SOUTH KOREA	Standard Chartered Bank Korea Limited Seoul Kookmin Bank Co., Ltd. Seoul
SPAIN	Santander Securities Services, S.A. Ciudad Grupo Santander Avenida de Cantabria, s/n Edificio Ecinar, planta baja Boadilla del Monte 28660 Madrid SPAIN	J.P. Morgan AG Frankfurt am Main
SRI LANKA	The Hongkong and Shanghai Banking Corporation Limited 24 Sir Baron Jayatillaka Mawatha Colombo 1 SRI LANKA	The Hongkong and Shanghai Banking Corporation Limited Colombo
SWEDEN	Nordea Bank AB (publ) Hamngatan 10 SE-105 71 Stockholm SWEDEN	Svenska Handelsbanken Stockholm
SWITZERLAND	UBS Switzerland AG 45 Bahnhofstrasse 8021 Zurich SWITZERLAND	UBS Switzerland AG Zurich
TAIWAN	JPMorgan Chase Bank, N.A. 8th Floor, Cathay Xin Yi Trading Building No. 108, Section 5, Xin Yi Road Taipei 11047 TAIWAN	JPMorgan Chase Bank, N.A. Taipei

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
TANZANIA	Stanbic Bank Tanzania Limited Stanbic Centre Corner Kinondoni and A.H.Mwinyi Roads P.O. Box 72648 Dar es Salaam TANZANIA	Stanbic Bank Tanzania Limited Dar es Salaam
RESTRICTED SERVICE ONLY.		
THAILAND	Standard Chartered Bank (Thai) Public Company Limited 14th Floor, Zone B Sathorn Nakorn Tower 90 North Sathorn Road Bangrak Silom, Bangrak Bangkok 10500 THAILAND	Standard Chartered Bank (Thai) Public Company Limited Bangkok
TUNISIA	Banque Internationale Arabe de Tunisie, S.A. 70-72 Avenue Habib Bourguiba P.O. Box 520 Tunis 1000 TUNISIA	Banque Internationale Arabe de Tunisie, S.A. Tunis
TURKEY	Citibank A.S. Inkilap Mah., Yilmaz Plaza O. Faik Atakan Caddesi No: 3 34768 Umraniye- Istanbul TURKEY	JPMorgan Chase Bank, N.A. Istanbul
UGANDA	Standard Chartered Bank Uganda Limited 5 Speke Road P.O. Box 7111 Kampala UGANDA	Standard Chartered Bank Uganda Limited Kampala
UKRAINE	PJSC Citibank 16-G Dilova Street 03150 Kiev UKRAINE	PJSC Citibank Kiev JPMorgan Chase Bank, N.A. New York
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UNITED ARAB EMIRATES - ADX	HSBC Bank Middle East Limited Emaar Square, Level 4, Building No. 5 P.O. Box 502601 Dubai UNITED ARAB EMIRATES	The National Bank of Abu Dhabi Abu Dhabi
UNITED ARAB EMIRATES - DFM	HSBC Bank Middle East Limited Emaar Square, Level 4, Building No. 5 P.O. Box 502601 Dubai UNITED ARAB EMIRATES	The National Bank of Abu Dhabi Abu Dhabi
UNITED ARAB EMIRATES - NASDAQ DUBAI	HSBC Bank Middle East Limited Emaar Square, Level 4, Building No. 5 P.O. Box 502601 Dubai UNITED ARAB EMIRATES	JPMorgan Chase Bank, N.A. New York
UNITED KINGDOM	JPMorgan Chase Bank, N.A. 25 Bank Street, Canary Wharf London E14 5JP UNITED KINGDOM	JPMorgan Chase Bank, N.A. London
	Deutsche Bank AG Depository and Clearing Centre 10 Bishops Square London E1 6EG UNITED KINGDOM	Varies by currency
UNITED STATES	JPMorgan Chase Bank, N.A. 4 New York Plaza New York NY 10004 UNITED STATES	JPMorgan Chase Bank, N.A. New York
URUGUAY	Banco Itaú Uruguay S.A. Zabala 1463 11000 Montevideo URUGUAY	Banco Itaú Uruguay S.A. Montevideo

MARKET	SUBCUSTODIAN	CASH CORRESPONDENT BANK
VENEZUELA	Citibank, N.A. Avenida Casanova Centro Comercial El Recreo Torre Norte, Piso 19 Caracas 1050 VENEZUELA	Citibank, N.A. Caracas
VIETNAM	HSBC Bank (Vietnam) Ltd. Centre Point 106 Nguyen Van Troi Street Phu Nhuan District Ho Chi Minh City VIETNAM	HSBC Bank (Vietnam) Ltd. Ho Chi Minh City
WAEMU - BENIN, BURKINA FASO, GUINEA-BISSAU, IVORY COAST, MALI, NIGER, SENEGAL, TOGO	Standard Chartered Bank Côte d'Ivoire SA 23 Boulevard de la Republique 1 01 B.P. 1141 Abidjan 17 IVORY COAST	Standard Chartered Bank Côte d'Ivoire SA Abidjan
RESTRICTED SERVICE ONLY.		
ZAMBIA	Standard Chartered Bank Zambia Plc Standard Chartered House Cairo Road P.O. Box 32238 Lusaka 10101 ZAMBIA	Standard Chartered Bank Zambia Plc Lusaka
ZIMBABWE	Stanbic Bank Zimbabwe Limited Stanbic Centre, 3rd Floor 59 Samora Machel Avenue Harare ZIMBABWE	Stanbic Bank Zimbabwe Limited Harare
RESTRICTED SERVICE ONLY.		



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London EC2Y 5AU

Authorised and regulated by
the Financial Conduct Authority.

SARFCO Prospectus GBEN 7 August 2019