

**Important: if you have any questions about the contents of this prospectus you should consult a professional adviser.**

UBS Asset Management Funds Ltd, the authorised corporate director of the Company, is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained herein does not contain any untrue or misleading statement or omit any matters required by The Collective Investment Schemes Sourcebook to be included in it. UBS Asset Management Funds Ltd accepts responsibility accordingly.

## **Prospectus**

# **UBS Investment Funds ICVC II**

**An open-ended investment company with variable capital incorporated with limited liability and registered in England and Wales under registered number IC000307 and with PRN 231411**

This document constitutes the Prospectus for UBS Investment Funds ICVC II, which has been prepared in accordance with The Collective Investment Schemes Sourcebook.

This Prospectus is dated, and is valid as at 3 September 2019.

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

## Contents

Clause	Page
DEFINITIONS .....	5
DETAILS OF THE COMPANY .....	10
INVESTMENT OBJECTIVES, POLICIES AND OTHER DETAILS OF THE FUNDS .....	14
BUYING, REDEEMING AND SWITCHING SHARES .....	29
VALUATION OF THE COMPANY .....	41
RISK FACTORS .....	45
MANAGEMENT AND ADMINISTRATION.....	59
FEEs AND EXPENSES .....	68
INSTRUMENT OF INCORPORATION .....	76
SHAREHOLDER MEETINGS AND VOTING RIGHTS.....	82
TAXATION .....	85
WINDING UP OF THE COMPANY OR A FUND .....	88
GENERAL INFORMATION.....	90
APPENDIX I ELIGIBLE MARKETS .....	100
APPENDIX II INVESTMENT MANAGEMENT AND BORROWING POWERS OF THE COMPANY.....	105
APPENDIX III DILUTION FIGURES.....	140
APPENDIX IV SUB-CUSTODIANS.....	140
DIRECTORY.....	144

## **IMPORTANT INFORMATION ABOUT THIS PROSPECTUS**

**If you have any questions about the contents of this Prospectus you should consult a professional adviser.**

No person has been authorised by the Company to give any information or to make any representations in connection with the offering of Shares other than those contained in the 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.

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

The distribution of this Prospectus and the offering of Shares in certain jurisdictions may be restricted. Prospective investors are required 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 offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Shares of this Company may not be offered, sold or delivered within the United States or to investors who are US Persons. A US Person is any person who:

- (i) is a United States person within the meaning of Section 7701(a)(30) of the US Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;
- (ii) is a US person within the meaning of Regulation S under the US Securities Act of 1933 (17 CFR § 230.902(k));
- (iii) is not a Non-United States person within the meaning of Rule 4.7 of the US Commodity Futures Trading Commission Regulations (17 CFR § 4.7(a)(1)(iv));
- (iv) is in the United States within the meaning of Rule 202(a)(30)-1 under the US Investment Advisers Act of 1940, as amended; or
- (v) is any trust, entity or other structure formed for the purpose of allowing US Persons to invest in the Company.

The Company and the ACD have not been and will not be registered in the United States of America under any applicable legislation.

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

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

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

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by UBS Asset Management Funds Ltd.

This Prospectus is based on information, law and practice at the date hereof. An out of date prospectus cannot bind the Company when it has issued a new prospectus and investors should check with the ACD that this is the most recently published prospectus. All communications in relation to this Prospectus shall be in English.

## DEFINITIONS

<b>"ACD"</b>	UBS Asset Management Funds Ltd, the Authorised Corporate Director of the Company
<b>"Anticipated Tracking Error"</b>	a measure of estimated volatility of fund performance against the benchmark. Also known as active risk or relative risk. In technical terms, it is defined as the forecast standard deviation of annual returns versus the benchmark. Anticipated tracking error is usually quoted ex-ante, the ex-post measure of volatility of actual returns more usually being referred to as realised tracking error;
<b>"Approved Bank"</b>	<p>in relation to a bank account opened by the company:</p> <p>a) if the account is opened at a branch in the United Kingdom:</p> <ul style="list-style-type: none"><li>i. the Bank of England; or</li><li>ii. the central bank of a member state of the OECD; or</li><li>iii. a bank; or</li><li>iv. a building society; or</li><li>v. a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or</li></ul> <p>b) if the account is opened elsewhere:</p> <ul style="list-style-type: none"><li>i. a bank in a); or</li><li>ii. a credit institution established in an EEA State other than in the United Kingdom and duly authorised by the relevant Home State Regulator; or</li><li>iii. a bank which is regulated in the Isle of Man or the Channel Islands; or</li></ul> <p>c) a bank supervised by the South African Reserve Bank</p>
<b>"Class" or "Classes"</b>	in relation to Shares, means (according to the context) all of the Shares related to a single Fund or a particular class or classes of Share related to a single Fund
<b>"COLL"</b>	refers to the appropriate chapter or rule in the Collective Investment Schemes Sourcebook
<b>"COLL Sourcebook"</b>	The Collective Investment Schemes Sourcebook issued by the FCA as amended or re-enacted from time to time
<b>"Company"</b>	UBS Investment Funds ICVC II

<b>“Conversion”</b>	in relation to Shares, means the conversion of Shares of one Class in a Fund to Shares of another class in the same Fund
<b>“Custodial Assets”</b>	those financial instruments held by the Company that can be: (1) registered in a financial instrument’s account opened in the Depositary’s books; or (2) physically delivered to the Depositary
<b>“Custodian”</b>	JPMorgan Chase Bank, the custodian of the Company
<b>“Dealing Day”</b>	Monday to Friday except: (1) for all funds (including UBS FTSE RAFI Developed 1000 Index Fund, the UBS MSCI World Minimum Volatility Index Fund and the UBS MSCI World Quality Index Fund) a bank holiday in England and Wales; (2) in the case of the UBS FTSE RAFI Developed 1000 Index Fund, the UBS MSCI World Minimum Volatility Index Fund and the UBS MSCI World Quality Index Fund, any day when NYSE or NASDAQ are closed and the last working day before Christmas; and (3) for all funds any other days declared by the ACD to be a company holiday or other days at the ACD’s discretion. Where the ACD declares additional days these will be available on the ACD’s website at <a href="http://www.ubs.com/funds">www.ubs.com/funds</a>
<b>“Depositary”</b>	NatWest Trustee and Depositary Services Limited, the depositary of the Company
<b>“Director” or “Directors”</b>	the directors of the Company from time to time (including the ACD)
<b>“EEA State”</b>	a member state of the European Union and any other state that is within the European Economic Area
<b>“efficient portfolio management”</b>	
<b>or “EPM”</b>	as used in this prospectus, shall mean efficient portfolio management, hedging and investment techniques where derivatives are used for one or more of the following purposes: reduction of risk, reduction of cost or generation of additional income with an acceptably low level of risk, as more fully described in Appendix 2, paragraph 22 (Efficient Portfolio Management of all Funds)
<b>“Eligible Institution”</b>	one of certain eligible institutions (being a BCD credit institution authorised by its home state regulator or an ISD

	investment firm authorised by its home state regulator as defined in the glossary to the FCA Handbook)
<b>"fraction"</b>	a smaller denomination Share (on the basis that one thousand smaller denomination Shares make one larger denomination Share)
<b>"the FCA"</b>	the Financial Conduct Authority
<b>"FCA Handbook"</b>	the FCA Handbook of Rules and Guidance
<b>"Fund" or "Funds"</b>	a sub-fund of the Company (being part of the Scheme Property of the Company which is pooled separately) to which specific assets and liabilities of the Company may be allocated and which is invested in accordance with the investment objective applicable to such sub-fund
<b>"ICVC"</b>	Investment Company with Variable Capital
<b>"Instrument of Incorporation"</b>	the instrument of incorporation of the Company as amended from time to time
<b>"Investment Manager"</b>	UBS Asset Management (UK) Ltd the investment manager to the ACD in respect of the Company
<b>"ISA"</b>	an individual savings account under The Individual Savings Account Regulations 1998 (as amended)
<b>"money market instrument"</b>	<p>(1) any of the following investments:</p> <p>(a) a debenture which is issued on terms requiring repayment not later than five years from the date of issue;</p> <p>(b) any government and public security which is issued on terms requiring repayment not later than one year or, if issued by a local authority in the United Kingdom, five years from the date of issue;</p> <p>(c) a warrant which entitles the holder to subscribe for an investment within (a) or (b);</p> <p>(d) a certificate representing certain securities or rights to or interests in investments relating, in either case, to an investment within (a) or (b);</p> <p>(e) an option relating to:</p> <p>(i) an instrument in (a) or (b); or</p>

(ii) currency of the United Kingdom or of any other country or territory; or

(iii) gold or silver;

(f) a future for the sale of:

(i) an instrument in (a) or (b); or

(ii) currency of the United Kingdom or of any other country or territory; or

(iii) gold or silver;

(g) a contract for differences by reference to fluctuations in:

(i) the value or price of any instrument within any of (a) to (f); or

(ii) currency of the United Kingdom or of any other country or territory; or

(iii) the rate of interest on loans in any such currency or any index of such rates;

(h) an option to acquire or dispose of an instrument within (e), (f) or (g).

(2) those classes of financial instruments which are normally dealt in on the money market, such as treasury bills, certificates of deposit and commercial papers and excluding instruments of payment.

**“Net Asset Value”**

the value of the Scheme Property of the Company or of any Fund (as the context may require) less the liabilities of the Company (or of the Fund concerned) as calculated in accordance with the Instrument of Incorporation

**“OEIC Regulations”**

the Open-Ended Investment Companies Regulations 2001 as amended or re-enacted from time to time

**“PRN”**

the FCA’s product reference number for an open-ended investment company, authorised unit trust or a sub-fund of either

**“register”**

the register of shareholders of the Company



<b>“Regulations”</b>	the OEIC Regulations and the FCA Handbook (including the COLL Sourcebook) sometimes referred to as FCA Rules or FCA Regulations
<b>“Remuneration Policy”</b>	has the meaning set out in the “Management and Administration” section of this Prospectus in the paragraph headed “ACD’s remuneration policy”
<b>“Scheme Property”</b>	the property of the Company required under the COLL Sourcebook to be given for safekeeping to the Depositary
<b>“SDRT”</b>	stamp duty reserve tax
<b>“Share” or “Shares”</b>	a share or shares in the Company (including larger denomination Shares and fractions)
<b>“Shareholder”</b>	a holder of registered Shares in the Company
<b>“switch”</b>	the exchange of Shares of one Class or Fund for Shares of another Class or Fund
<b>“Transfer Agent”</b>	Northern Trust Global Services Limited
<b>“UCITS Directive”</b>	the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (“UCITS”) (No 2009/65/EC), as amended, including any delegated regulations made pursuant to and supplementing the UCITS Directive from time to time
<b>“valuation point”</b>	the point, whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the Company or a Fund (as the case may be) for the purposes of determining the price at which Shares of a Class may be issued, cancelled or redeemed or for accounting
<b>“VAT”</b>	value added tax

## DETAILS OF THE COMPANY

### General

UBS Investment Funds ICVC II (PRN: 231411) is an open-ended investment company with variable capital incorporated in England and Wales under registered number IC000307 and authorised by the FSA (subsequently succeeded by the FCA) with effect from 18 February 2004. The Company is a UCITS scheme which complies with COLL 5. The Company has an unlimited duration.

Shareholders are not liable for the debts of the Company.

### Head office:

5 Broadgate, London EC2M 2QS

### Address for service:

The Head Office is the address of the place in the United Kingdom for service on the Company of notices or other documents required or authorised to be served on it.

### Base currency:

The base currency of the Company and each Fund is Pounds Sterling.

**Share capital:** Maximum £100,000,000,000

Minimum £100

***Shares have no par value. The share capital of the Company at all times equals the sum of the Net Asset Values of each of the Funds.***

### The structure of the Company

#### The Funds:

The Company is an umbrella company, in that different Funds may be established from time to time by the Authorised Corporate Director (ACD) with the approval of the FCA. On the introduction of any new Fund or Class, a revised prospectus will be prepared setting out the relevant details of each Fund or Class. Approval by the FCA in this context refers only to approval under the OEIC Regulations 2001 (as amended) and does not in any way indicate or suggest endorsement or approval of the Sub-funds as an investment.

The assets of each Fund will be treated as separate from those of every other Fund and will be invested in accordance with the investment objective and investment policy applicable to that Fund. The Funds are:

- UBS European Equity Fund\* (PRN: 634499)
- UBS Active Bond Fund\*\* (PRN: 634503)

- UBS US 130/30 Equity Fund\*\*\* (PRN: 634504)
- UBS US Growth Fund (PRN: 634506)
- UBS Asian Consumption Fund\*\*\*\* (PRN: 634508)
- UBS Emerging Markets Equity Income Fund (PRN: 634509)
- UBS FTSE RAFI Developed 1000 Index Fund (PRN: 712049)
- UBS MSCI World Minimum Volatility Index Fund (PRN: 712050)
- UBS MSCI World Quality Index Fund (PRN: [TBC])

Details of the Funds, including their investment objectives and policies, are set out in the Investment Objectives, Policies and Other Details of the Funds section of this Prospectus.

Each Fund has a specific portfolio to which that Fund's assets and liabilities are attributable. So far as the Shareholders are concerned each Fund is treated as a separate entity.

The Funds are segregated portfolios of assets and, accordingly, the assets of a Fund belong exclusively to that Fund and shall not be used or made available to discharge (directly or indirectly) the liabilities of, or claims against, any other person or body, including the Company and any other 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 of the Company attributable to that Fund and within the Funds charges will be allocated between Classes in accordance with the terms of issue of Shares of those Classes. Any assets, liabilities, expenses, costs or charges not attributable to a particular 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.

Please also see the paragraph entitled "Liabilities of the Company and the Funds" below.

\* With effect from 5 September 2013, this Fund was closed to investors.

\*\* With effect from 11 November 2013, this Fund was closed to investors.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.

## **Shares:**

### **Classes of Share within the Funds**

Several Classes of Share may be issued in respect of each Fund as set out in the section "Investment Objectives, Policies and other details of the Funds" below. The Classes of Share are distinguished by their criteria for subscription and fee structure:

**Class A:** not available for new lump-sum investments. Minimum holding and minimum subsequent subscription for existing Shareholders is £500. New regular savings are not available. Minimum for existing regular savers is from £50 per month.

**Class B:** not available for new lump-sum investments. Minimum holding and minimum subsequent subscription is £500. New regular savings are not available. Minimum regular investment is from £50 per month.

**Class C:** minimum initial single lump-sum investment £1,000. Minimum holding and minimum subsequent subscription for existing Shareholders is £500. Minimum regular investment is from £50 per month.

**Class J:** minimum initial single lump-sum investment £100,000 except in the case of UBS FTSE RAFI Developed 1000 Index Fund, UBS MSCI World Minimum Volatility Index Fund and UBS MSCI World Quality Index Fund for which it is £10,000,000. In the case of UBS FTSE RAFI Developed 1000 Index Fund, UBS MSCI World Minimum Volatility Index Fund and UBS MSCI World Quality Index Fund the minimum subsequent investment is £100,000.

**Class K:** minimum initial single lump-sum investment £50,000. Minimum subsequent investment is £10,000.

The ACD may at its discretion accept subscriptions and/or holdings lower than the minimum amount(s).

In addition, each Class may make available both income Shares and accumulation Shares. The types of Share presently available for each Fund are set out in the Investment Objectives, Policies and Other Details of the Funds section of this Prospectus.

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

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

Shareholders are entitled (subject to certain restrictions) to switch all or part of their Shares in a Class or a Fund for Shares in another Class within the same Fund or for Shares of the same or another Class within a different Fund of the Company, or of any other UBS

ICVC subject to the restrictions defined in their prospectuses. Details of this switching facility and the restrictions are set out in the Buying, Redeeming and Switching Shares section of this Prospectus.

The ACD may carry out a compulsory Conversion of some or all of the Shares of one Class into another Class where it reasonably believes it is in the best interests of Shareholders (for example, to merge two existing share classes). The ACD will give Shareholders written notice as required before any compulsory Conversion is carried out.

\* With effect from 5 September 2013, this Fund was closed to investors.

\*\* With effect from 11 November 2013, this Fund was closed to investors.

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.

The targeted investors for each Class of Shares are all the investors that fall within the category of investors that can invest in that Class of Shares and who can provide the minimum initial single lump sum investment (where applicable).

### **Changes to the Company**

Where any changes are proposed to be made to the Company or a Fund the ACD will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. If the change is regarded as fundamental, Shareholder approval will be required. If the change is regarded as significant, not less than 60 days' prior written notice will be given to Shareholders. If the change is regarded as notifiable, Shareholders will receive suitable notice of the change.

## INVESTMENT OBJECTIVES, POLICIES AND OTHER DETAILS OF THE FUNDS

Investment of the assets of each of the Funds must comply with the COLL Sourcebook and the investment objective and policy of the relevant Fund. Details of these investment objectives and policies are set out below.

The eligible markets on which the Funds may invest are set out in Appendix I. A detailed statement of the general investment and borrowing restrictions and the extent to which the Company may employ EPM techniques is set out in Appendix II.

It is possible to hold the funds within an ISA tax-efficient wrapper. Please contact the ACD for further details.

### *Exposure to securities financing transactions*

The Fund's exposure to total return swaps, repurchase agreements, reverse repurchase agreements and stock-lending transactions is set out below (in each case as a percentage of Net Asset Value):

Fund	Total Return Swaps		Repurchase Agreements		Reverse Repurchase Agreements		Stock Lending	
	Expected	Maximum	Expected	Maximum	Expected	Maximum	Expected	Maximum
UBS European Equity Fund*	0%	0%	0%	0%	0%	0%	0%	0%
UBS Active Bond Fund**	0%	0%	0%	0%	0%	0%	0%	0%
UBS US 130/30 Equity Fund***	0-30%	30%	0%	0%	0%	0%	0%	0%
UBS US Growth Fund	0%	0%	0%	0%	0%	0%	0%	0%
UBS Asian Consumption Fund****	0%	0%	0%	0%	0%	0%	0%	0%
UBS Emerging Markets Equity Income Fund	0%	0%	0%	0%	0%	0%	0%	0%
UBS FTSE RAFI Developed 1000 Index Fund	0%	0%	0%	0%	0%	0%	0%	0%
UBS MSCI World Minimum Volatility Index Fund	0%	0%	0%	0%	0%	0%	0%	0%
UBS MSCI World Quality Index Fund	0%	0%	0%	0%	0%	0%	0%	0%

\* With effect from 5 September 2013, this Fund was closed to investors.

\*\* With effect from 11 November 2013, this Fund was closed to investors.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.

## **UBS European Equity Fund \***

### **Investment objective and policy:**

To seek to achieve long term capital appreciation predominantly through investment in Continental European equities. The Fund may also invest in other transferable securities (including warrants), money market instruments, deposits, cash and units in collective investment schemes.

### **Classes of Share available:**

- (i) Class A Accumulation Shares (Net)
- (ii) Class B Accumulation Shares (Net)
- (iii) Class C Accumulation Shares (Net)
- (iv) Class J Income Shares (Net)
- (v) Class K Accumulation Shares (Net)

Fund launch date: 21st May 2004

Past Performance: Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

Investor Profile: The Fund is aimed at investors who are looking to invest for the medium to long term, who are prepared to accept fluctuations in the value of their capital, including capital loss, and who are also prepared to accept the possibility of paying income and capital gains tax on returns.

The ACD calculates global exposure using the commitment approach (please see paragraph 358 of Appendix II for a detailed explanation).

\* With effect from 5 September 2013, this Fund was closed to investors.

## **UBS Active Bond Fund\*\***

### **Investment objective**

To seek to achieve returns by investing in a diversified portfolio of predominantly investment grade UK and Global bonds. The Fund will seek to maximise the returns by the active management of duration and investment grade risk whilst minimising where possible the risk of capital loss.

### **Investment Policy**

The Fund will invest predominantly in investment grade Eurobonds, corporate bonds, government bonds and floating rate notes. In addition the Fund may also invest in monetary deposits, certificates of deposit, commercial paper, government cash instruments, commercial bills and derivatives for the purpose of efficient portfolio management. The Fund will invest in both sterling and non-sterling instruments and it will seek to minimise the exposure to currency fluctuation risks by the use of hedging and other techniques and instruments.

### **Classes of Share available**

- (i) Class A Income Shares (Net)
- (ii) Class A Income Shares (Gross)
- (iii) Class A Accumulation Shares (Net)
- (iv) Class B Income Shares (Net)
- (v) Class B Income Shares (Gross)
- (vi) Class B Accumulation Shares (Net)

Fund launch date: 1 April 2005

Past Performance: Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

Investor Profile: The Fund is aimed at investors who are looking to invest for the medium to long term, who are prepared to accept fluctuations in the value of their capital, including capital loss, and who are also prepared to accept the possibility of paying income and capital gains tax on returns.

The ACD calculates global exposure using the commitment approach (please see paragraph 38 of Appendix II for a detailed explanation).

\*\* With effect from 11 November 2013, this Fund was closed to investors.



## **UBS US 130 / 30 Equity Fund\*\*\***

### **Investment objective and policy**

To seek to achieve long term returns through active management of a diversified portfolio invested primarily in US equities, equity instruments and derivatives.

The Fund will invest on average 130% of its net assets in long positions and exposures to US equities and around 30% of its net assets in short positions. In doing so, the Fund will invest mainly between 110% and 140% of net assets in long positions with the corresponding short positions mainly comprising between 10% and 40% of the Fund's net assets.

The Fund will achieve its long and short positions and exposures by investing in equities, equity instruments and derivatives, including forward foreign exchange, forward and futures contracts, structured products, swaps, options, equity-linked notes, contracts for differences and repurchase agreements or other investment techniques permitted in FCA rules.

The Fund may also invest in other transferable securities (including warrants), money market instruments, deposits, cash and near cash and units in collective investments schemes.

### **Classes of Share available:**

- (i) Class A Accumulation Shares (Net)
- (ii) Class B Accumulation Shares (Net)
- (iii) Class K Accumulation Shares (Net)

Fund launch date: 6 July 2007

Past Performance: Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

Investor profile: the fund is aimed at investors who are looking to invest for the medium to long term, who are prepared to accept fluctuations in the value of their capital, including capital loss, and who are also prepared to accept the possibility of paying income and capital gains tax on returns.

Global exposure and leverage: The ACD calculates global exposure using the relative Value at Risk (VaR) approach. Please see paragraph 39 of Appendix II for a detailed explanation

of VaR. The Fund's leverage level is expected to be 54% of the Fund's total Net Asset Value based on the sum of notional exposures of financial derivative instruments in the investment portfolio including those held for risk reduction purposes. This level of leverage will vary over time and may increase under certain market conditions.

The Fund's reference portfolio used in relative VaR calculations is the Russell 1000 Index.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

## **UBS US Growth Fund**

### **Investment Objective**

The Fund aims to grow the value of your investment and outperform the Russell 1000 Growth Index after charges over the medium to long term (3 to 5 years).

### **Investment Policy**

The Fund invests at least 80% in US equities.

The Fund may also invest in other equities, bonds, warrants, money market instruments, deposits, currencies, cash and near cash and other funds.

The Fund may use derivatives to invest in these assets including forward and future contracts, swaps, options and repurchase agreements for efficient portfolio management only.

The other funds that the Fund may invest in include funds managed by the Investment Manager or its affiliates.

### **Investment Strategy**

The Fund is actively managed, the strategy is to invest in equities believed to have good potential for growth.

### **Benchmark Information**

The Fund's target benchmark represents the performance of large US listed equities with higher growth potential and therefore aligns with the Fund's principal asset class.

Performance may also be assessed by comparison with the S&P 500 Index which also represents the performance of large US listed equities and therefore aligns with both the target benchmark and the Fund's principal asset class.

**Classes of Share available:**

- (i) Class A Accumulation Shares (Net)
- (ii) Class B Accumulation Shares (Net)
- (iii) Class C Accumulation Shares (Net)
- (iv) Class J Accumulation Shares (Net)
- (v) Class K Accumulation Shares (Net)

Offer period: 3 November 2008 to 10 November 2008

Fund launch date: 10 November 2008

Past Performance: Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

Investor profile: the fund is aimed at investors who are looking to invest for the medium to long term, who are prepared to accept fluctuations in the value of their capital, including capital loss, and who are also prepared to accept the possibility of paying income and capital gains tax on returns.

The ACD calculates global exposure using the commitment approach (please see paragraph 35 of Appendix II for a detailed explanation).

**UBS Asian Consumption Fund\*\*\*\*****Investment objective and policy:**

To seek to achieve long term capital appreciation predominantly through investment in equities in the Asian region, excluding Japan via investing in Asian stocks that are engaged in the business activities of providing goods and services to Asian consumers and Asian consumer products and services companies that have a global franchise. The Fund may also invest in non-Asian companies that are engaged in the business of providing goods and services to Asian consumers. Furthermore, the Fund may also invest in other transferable securities (including warrants), money market instruments, deposits, cash and units in collective investment schemes.

The ACD may use derivatives for the purpose of efficient portfolio management.

**Classes of Share available:**

- (i) Class A Accumulation Shares (Net)

- (ii) Class B Accumulation Shares (Net)
- (iii) Class C Accumulation Shares (Net)
- (iv) Class J Accumulation Shares (Net)
- (v) Class K Accumulation Shares (Net)

Initial Offer Period: 13-17<sup>th</sup> December 2010

Initial Price: Class A Shares £0.50, Class B Shares £0.50, Class J Shares £100, Class K Shares £100.

Please see Buying, Redeeming and Switching Shares section of this Prospectus for the arrangements relating to the issuing of units. Subscriptions made during the offer period will be held as cash, until the launch date.

Fund launch date: 17<sup>th</sup> December 2010

Past Performance: Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

Investor Profile: The Fund is aimed at investors who are looking to invest for the medium to long term, who are prepared to accept fluctuations in the value of their capital, including capital loss, and who are also prepared to accept the possibility of paying income and capital gains tax on returns.

The ACD calculates global exposure using the commitment approach (please see paragraph 38 of Appendix II for a detailed explanation).

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.

## **UBS Emerging Markets Equity Income Fund**

### **Investment Objective**

The Fund aims to generate at least 120% of the income of the MSCI Emerging Market Index in any 12 month period.

### **Investment Policy**

The Fund invests at least 80% in emerging market equities.

The Fund may also invest in other equities, bonds, warrants, money market instruments, deposits, currencies, cash and near cash and other funds.

The Fund may use derivatives to invest in these assets including forward and future contracts, swaps, options and repurchase agreements for efficient portfolio management only.

The other funds that the Fund may invest in include funds managed by the Investment Manager or its affiliates.

### **Investment Strategy**

The Fund is actively managed, the strategy generally focuses on equities expected to pay relatively higher income.

### **Benchmark Information**

The Fund is not managed by reference to a benchmark however the MSCI Emerging Market Index is an appropriate comparator, it represents the performance of large and medium size emerging market listed equities and therefore aligns with the Fund's principal asset class. **Classes of Share available:**

- (i) Class A Accumulation Shares (Net)
- (ii) Class A Income Shares (Net)
- (iii) Class B Accumulation Shares (Net)
- (iv) Class B Income Shares (Net)
- (v) Class C Accumulation Shares (Net)
- (vi) Class C Income Shares (Net)
- (vii) Class K Accumulation Shares (Net)
- (viii) Class K Income Shares (Net)
- (ix) Class J Accumulation Shares (Net)
- (x) Class J Income Shares (Net)

Initial Offer Period: 24-31<sup>st</sup> January 2011

Initial Price: Class A Shares £0.50, Class B and C Shares £0.50, Class J Shares £100, Class K Shares £100.

Please see Buying, Redeeming and Switching Shares section of this Prospectus for the arrangements relating to the issuing of units. Subscriptions made during the offer period will be held as cash, until the launch date.

Fund launch date: 31 January 2011

Past Performance: Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

Investor Profile: The Fund is aimed at investors who are looking to invest for the medium to long term, who are prepared to accept fluctuations in the value of their capital, including capital loss, and who are also prepared to accept the possibility of paying income and capital gains tax on returns.

The ACD calculates global exposure using the commitment approach (please see paragraph 38 of Appendix II for a detailed explanation).

## **UBS FTSE RAFI Developed 1000 Index Fund**

### **Investment Objective**

The Fund seeks to track the return of the FTSE RAFI Developed 1000 QSR Index (the "Index") before the deduction of charges.

### **Investment Policy**

The Fund employs a passive investment strategy, investing all, or substantially all, of its assets in the shares of companies that make up the Index.

To the extent that the Fund is not fully invested in the constituents of the Index, it may be invested in shares of companies which in the Manager's opinion are reasonably expected to become part of the Index.

The Fund may also hold cash and use derivatives for the purposes of efficient portfolio management only.

### **Benchmark Information**

The Fund uses the Index as a target benchmark. The Index has been chosen because it meets the objective of the Fund.

The Fund aims to have an Anticipated Tracking Error of up to 0.5% per annum. The Anticipated Tracking Error is a target and is not guaranteed.

### **Further Information on the Index:**

The Index return is net, total return in GBP.

The UBS FTSE RAFI Developed 1000 Index Fund is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited ("FTSE") or by the London Stock Exchange plc (the "Exchange") or by the Financial Times Limited ("FT") and neither the FTSE nor Exchange nor FT makes any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FTSE RAFI Developed 1000 QSR Index (the "Index") and/or the figure at which the said Index stands at any particular time on any particular day or otherwise. The Index is compiled and calculated by FTSE. However, neither FTSE nor the Exchange nor FT shall be liable (whether in negligence or otherwise) to any person for any error in the Index and neither FTSE nor Exchange nor FT shall be under any obligation to advise any person of any error therein.

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Further information on the index and the ACD's use of indices is set out in "Benchmark Regulation" below.

#### **Information on Anticipated Tracking Error:**

The Fund will physically replicate the risk exposures of the Index by investing all or substantially all of its assets in the components of the Index on an optimised basis (that is, by purchasing the components that the Investment Manager believes provides a representative sample in order to replicate the risk exposure). Investment in the Index will be consistent with an Anticipated Tracking Error of 0.5% per annum. The Anticipated Tracking Error is a target and is not guaranteed. Factors which are likely to affect the ability of the Fund to track the performance of the Index include, but are not limited to, the Fund's expenses as stated in the Prospectus, transaction costs (from Index turnover), portfolio weightings not being exactly the same as the Index, small amounts of cash not being invested in stock and Efficient Portfolio Management.

#### **Classes of Share available:**

- (i) Class C Accumulation Shares (Net)
- (ii) Class C Income Shares (Net)
- (iii) Class K Accumulation Shares (Net)
- (iv) Class K Income Shares (Net)
- (v) Class J Accumulation Shares (Net)
- (vi) Class J Income Shares (Net)

Initial Price: C Shares £0.50, Class J Shares £100, Class K Shares £1000.

**Fund launch date:** 29 June 2015

**Past Performance:** Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

**Investor profile:**

The Fund is aimed at investors who are looking to invest for the medium to long term, who are seeking an investment in a fund which provides the potential for capital growth and income from a diversified portfolio of holdings and are prepared to accept fluctuations in the value of their capital, including capital loss.

**Global Exposure:**

The ACD calculates global exposure using the commitment approach (please see paragraph 38 of Appendix II for a detailed explanation).

**UBS MSCI World Minimum Volatility Index Fund**

**Investment Objective**

The Fund seeks to track the return of the MSCI World Minimum Volatility (GBP) Index (the "Index") before the deduction of charges.

**Investment Policy**

The Fund employs a passive investment strategy, investing all, or substantially all, of its assets in the shares of companies that make up the Index.

To the extent that the Fund is not fully invested in the constituents of the Index, it may be invested in shares of companies which in the Manager's opinion are reasonably expected to become part of the Index.

The Fund may also hold cash and use derivatives for the purposes of efficient portfolio management only.

**Benchmark Information**

The Fund uses the Index as a target benchmark. The Index has been chosen because it meets the objective of the Fund.



The Fund aims to have an Anticipated Tracking Error of up to 0.5% per annum. The Anticipated Tracking Error is a target and is not guaranteed.

#### **Further Information on the Index:**

The variant of the index used is the Net version which considers index constituents based on reinvestment of cash distributions net of tax. For benchmarking purposes UBS converts the index from USD to GBP using the 4pm (UK time) FX rates provided by WM/Reuters.

The index administrator is included in the public register of EU benchmark administrators and third country benchmarks established and maintained by the European Securities and Markets Authority.

Further information on the index and the ACD's use of indices is set out in "Benchmark Regulation" below.

The UBS MSCI World Minimum Volatility Index Fund is not sponsored, endorsed, sold or promoted by MSCI Inc. ("MSCI"), any of its affiliates, any of its information providers or any other third party involved in, or related to, compiling, computing or creating any MSCI Index (collectively, the "MSCI Parties"). The MSCI Indexes are the exclusive property of MSCI. MSCI and the MSCI Index names are service marks of MSCI or its affiliates and have been licensed for use for certain purposes by the Investment Manager. None of the MSCI parties makes any representation or warranty, express or implied, to the issuer or owners of this Fund or any other person or entity regarding the advisability of investing in funds generally or in this Fund particularly or the ability of any MSCI Index to track corresponding stock market performance. MSCI or its affiliates are the licensors of certain trademarks, service marks and trade names and of the MSCI Indexes which are determined, composed and calculated by MSCI without regard to this Fund or the issuer or owners of this Fund or any other person or entity. None of the MSCI Parties has any obligation to take the needs of the issuer or owners of this Fund or any other person or entity into consideration in determining, composing or calculating the MSCI Indexes. None of the MSCI Parties is responsible for or has participated in the determination of the timing of, prices at, or quantities of this Fund to be issued or in the determination or calculation of the equation by or the consideration into which this Fund is redeemable. Further, none of the MSCI Parties has any obligation or liability to the issuer or owners of this Fund or any other person or entity in connection with the administration, marketing or offering of this Fund.

Although MSCI shall obtain information for inclusion in or for use in the calculation of the MSCI Indexes from sources that MSCI considers reliable, none of the MSCI Parties warrants or guarantees the originality, accuracy and/or the completeness of any MSCI Index or any data included therein. None of the MSCI Parties makes any warranty, express or implied, as to results to be obtained by the issuer of the Fund, owners of the Fund or any other person or entity, from the use of any MSCI Index or any data included therein. None of the MSCI Parties shall have any liability for any errors, omissions or interruptions of or in connection with any MSCI Index or any data included therein. Further, none of the MSCI

Parties makes any express or implied warranties of any kind, and the MSCI Parties hereby expressly disclaim all warranties of merchantability and fitness for a particular purpose, with respect to each MSCI Index and any data included therein. Without limiting any of the foregoing, in no event shall any of the MSCI Parties have any liability for any direct, indirect, special, punitive, consequential or any other damages (including lost profits) even if notified of the possibility of such damages.

**Information on Anticipated Tracking Error:** The Fund will physically replicate the risk exposures of the Index by investing all or substantially all of its assets in the components of the Index on an optimised basis (that is, by purchasing the components that the Investment Manager believes provides a representative sample in order to replicate the risk exposure). Investment in the Index will be consistent with an Anticipated Tracking Error of 0.5% per annum. The Anticipated Tracking Error is a target and is not guaranteed.

Factors which are likely to affect the ability of the Fund to track the performance of the Index include, but are not limited to, the Fund's expenses as stated in the Prospectus, transaction costs (from Index turnover), portfolio weightings not being exactly the same as the Index, small amounts of cash not being invested in stock and Efficient Portfolio Management.

**Classes of Share available:**

- (i) Class C Accumulation Shares (Net)
- (ii) Class C Income Shares (Net)
- (iii) Class K Accumulation Shares (Net)
- (iv) Class K Income Shares (Net)
- (v) Class J Accumulation Shares (Net)
- (vi) Class J Income Shares (Net)

Initial Price: C Shares £0.10, Class J Shares £100, Class K Shares £1000.

**Fund launch date:** 29 June 2015

**Past Performance:** Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

**Investor profile:**

The fund is aimed at investors who are looking to invest for the medium to long term, who are seeking an investment in a fund with provides the potential for capital growth and

income from a diversified portfolio of holdings and are prepared to accept fluctuations in the value of their capital, including capital loss.

**Global Exposure:**

The ACD calculates global exposure using the commitment approach (please see paragraph 38 of Appendix II for a detailed explanation).

**UBS MSCI World Quality Index Fund**

**Investment objective and policy:**

The Fund seeks to achieve a return that is consistent with the MSCI World Quality (GBP) Index (net).

The Fund employs a passive investment strategy, investing all, or substantially all, of its assets in the shares of companies that make up the Reference Index.

To the extent that the Fund is not fully invested in the constituents of the Index, it may be invested in shares of companies which in the Manager's opinion are reasonably expected to become part of the Index.

The Fund may also hold cash and use derivatives only for the purposes of efficient portfolio management.

**Reference Index:** MSCI World Quality (GBP) Index (net)

The variant of the index used is the Net version which considers index constituents based on reinvestment of cash distributions net of tax. For benchmarking purposes UBS converts the index from USD to GBP using the 4pm (UK time) FX rates provided by WM/Reuters.

The index administrator is included in the public register of EU benchmark administrators and third country benchmarks established and maintained by the European Securities and Markets Authority.

Further information on the index and the ACD's use of indices is set out in "Benchmark Regulation" below.

**Information on Reference Index:**

The UBS MSCI World Quality Index Fund is not sponsored, endorsed, sold or promoted by MSCI Inc. ("MSCI"), any of its affiliates, any of its information providers or any other third party involved in, or related to, compiling, computing or creating any MSCI Index (collectively, the "MSCI Parties"). The MSCI Indexes are the exclusive property of MSCI. MSCI and the MSCI Index names are service marks of MSCI or its affiliates and have been licensed for use for certain purposes by the Investment Manager. None of the MSCI parties

makes any representation or warranty, express or implied, to the issuer or owners of this Fund or any other person or entity regarding the advisability of investing in funds generally or in this Fund particularly or the ability of any MSCI Index to track corresponding stock market performance. MSCI or its affiliates are the licensors of certain trademarks, service marks and trade names and of the MSCI Indexes which are determined, composed and calculated by MSCI without regard to this Fund or the issuer or owners of this Fund or any other person or entity. None of the MSCI Parties has any obligation to take the needs of the issuer or owners of this Fund or any other person or entity into consideration in determining, composing or calculating the MSCI Indexes. None of the MSCI Parties is responsible for or has participated in the determination of the timing of, prices at, or quantities of this Fund to be issued or in the determination or calculation of the equation by or the consideration into which this Fund is redeemable. Further, none of the MSCI Parties has any obligation or liability to the issuer or owners of this Fund or any other person or entity in connection with the administration, marketing or offering of this Fund.

Although MSCI shall obtain information for inclusion in or for use in the calculation of the MSCI Indexes from sources that MSCI considers reliable, none of the MSCI Parties warrants or guarantees the originality, accuracy and/or the completeness of any MSCI Index or any data included therein. None of the MSCI Parties makes any warranty, express or implied, as to results to be obtained by the issuer of the Fund, owners of the Fund or any other person or entity, from the use of any MSCI Index or any data included therein. None of the MSCI Parties shall have any liability for any errors, omissions or interruptions of or in connection with any MSCI Index or any data included therein. Further, none of the MSCI Parties makes any express or implied warranties of any kind, and the MSCI Parties hereby expressly disclaim all warranties of merchantability and fitness for a particular purpose, with respect to each MSCI Index and any data included therein. Without limiting any of the foregoing, in no event shall any of the MSCI Parties have any liability for any direct, indirect, special, punitive, consequential or any other damages (including lost profits) even if notified of the possibility of such damages.

**Information on Anticipated Tracking Error:** The Fund will physically replicate the risk exposures of the Reference Index by investing all or substantially all of its assets in the components of the Reference Index on an optimised basis (that is, by purchasing the components that the Investment Manager believes provides a representative sample in order to replicate the risk exposure). Investment in the Index will be consistent with an Anticipated Tracking Error of 0.5% per annum. The Anticipated Tracking Error is a target and is not guaranteed.

Factors which are likely to affect the ability of the Fund to track the performance of the Reference Index include, but are not limited to, the Fund's expenses as stated in the Prospectus, transaction costs (from Reference Index turnover), portfolio weightings not being exactly the same as the Reference Index, small amounts of cash not being invested in stock and Efficient Portfolio Management.

**Classes of Share available:**

- (i) Class C Accumulation Shares
- (ii) Class C Income Shares
- (iii) Class K Accumulation Shares
- (iv) Class K Income Shares
- (v) Class J Accumulation Shares
- (vi) Class J Income Shares

Initial Price: C Shares £0.50, Class J Shares £100, Class K Shares £1000.

**Fund launch date:** TBD

**Past Performance:** Performance data (where available) is contained in the key investor information document for the relevant share class of the Fund which is available from the following website [www.ubs.com/funds](http://www.ubs.com/funds)

**Investor profile:**

The Fund is aimed at investors who are looking to invest for the medium to long term, who are seeking an investment in a fund which provides the potential for capital growth and income from a diversified portfolio of holdings and are prepared to accept fluctuations in the value of their capital, including capital loss.

**Global Exposure:**

The ACD calculates global exposure using the commitment approach (please see paragraph 38 of Appendix II for a detailed explanation).

## **BUYING, REDEEMING AND SWITCHING SHARES**

The dealing office of the ACD is open from 9.00 am until 5.00 pm on each Dealing Day to receive requests for the purchase, redemption and switching of Shares. Requests submitted after 12.00 noon will be dealt at the valuation point on the next day that is a Dealing Day.

Subject to and in accordance with the COLL Sourcebook the issue or cancellation of Shares may take place through the Company directly.

It is the ACD's policy generally not to hold Shares or seek to make a profit from holding Shares.

### **Buying Shares**

#### **Procedure:**

Shares may be bought directly from the ACD or through your professional adviser or other intermediary. The targeted investors for each Class of Shares are all the investors that fall within the category of investors that can invest in that Class of Shares and who can provide the minimum initial single lump sum investment (where applicable).

Class A and B Shares are restricted to existing investors.

Class J and K Shares are restricted to companies within the UBS Group and to clients of companies within the UBS Group.

Shares may be bought by sending a completed application form (which must be accompanied by all required information including a completed FATCA/CRS self-certification form) to the Transfer Agent, Northern Trust Global Services Limited.

Forms may be obtained from the transfer agent and online through the following website: [www.ubs.com](http://www.ubs.com)

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.

Any subscription monies remaining after a whole number of Shares have been issued will not be returned to the applicant. Instead, smaller denomination Shares will be issued. A smaller denomination Share is equivalent to one thousandth of a larger denomination Share.

**Documents the buyer will receive:**

A contract note giving details of the number and price of Shares bought will be issued no later than the end of the business day following the later of receipt of the application to buy Shares and the valuation point by reference to which the price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

Settlement is due on receipt by the buyer of the contract note. An order for the purchase of Shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application. If settlement is not made within a reasonable period, then the ACD has the right to cancel any Shares issued in respect of the application.

Share certificates will not be issued in respect of Shares. Ownership of Shares will be evidenced by an entry on the Company's register of shareholders. Statements in respect of periodic distributions on Shares will show the number of Shares held by the recipient.

The Company has the power to issue bearer Shares but there are no present plans to do so.

**Regular Savings Plan:**

Class A, B and C Shares of any Fund may be bought through the UBS Investment Funds Regular Savings Plan.

New regular savings are not available into Class A and B Shares.

To invest in this way, Shareholders will need to complete an application form and send it to Northern Trust Global Services Limited before contributions may begin. Monthly contributions may be increased, decreased (subject to maintaining the minimum level of contribution) or stopped at any time by notifying Northern Trust Global Services Limited in writing. If, however, payments are not made into the regular savings plan for more than three months and the Shareholder holds less than the minimum holding for that Class, then the ACD reserves the right to redeem that Shareholder's entire holding in that Class. Contract notes will not be issued to Shareholders investing through a regular savings plan.

Forms may be obtained from the transfer agent and online through the following website: [www.ubs.com](http://www.ubs.com)

**Minimum subscriptions and holdings:**

The minimum initial subscriptions, subsequent subscriptions and holdings for each Class of Share in a Fund are set out below.

### **Class A Shares**

New regular savings are not available into Class A Shares. The minimum subsequent lump-sum subscription is £500. The minimum regular subscription is £50 per month. The minimum holding is £500.

### **Class B Shares**

New regular savings are not available into Class B Shares. The minimum holding and subsequent single lump-sum subscription is £500. The minimum regular subscription is £50 per month.

### **Class C Shares**

The minimum initial single lump-sum subscription is £1,000. The minimum holding and subsequent single lump-sum subscription is £500. The minimum regular subscription is £50 per month.

### **Class J Shares**

The minimum initial single lump-sum investment is £100,000 except in the case of UBS FTSE RAFI Developed 1000 Index Fund, UBS MSCI World Minimum Volatility Index Fund and UBS MSCI World Quality Index Fund for which it is £10,000,000. In the case of UBS FTSE RAFI Developed 1000 Index Fund, UBS MSCI World Minimum Volatility Index Fund and UBS MSCI World Quality Index Fund the minimum subsequent investment is £100,000. The minimum subsequent single lump-sum subscription is £500, and the minimum holding is £50,000. In the case of UBS FTSE RAFI Developed 1000 Index Fund and UBS MSCI World Minimum Volatility Index Fund the minimum subsequent investment is £100,000.

Investment in this class is restricted to companies within the UBS Group and to clients of companies within the UBS Group.

### **Class K Shares**

The minimum initial single lump-sum subscription is £50,000. The minimum subsequent single lump-sum subscription is £10,000, and the minimum holding is £50,000. Investment in this class is restricted to companies within the UBS Group and to clients of companies within the UBS Group.

The ACD may at its discretion accept subscriptions and/or holdings lower than the minimum amount(s).

If following a redemption a holding in any Class of Share should fall below the minimum holding for that Class, the ACD has a discretion to require redemption of that Shareholder's entire holding in that Class of Share.



The targeted investors for each Class of Shares are all the investors that fall within the category of investors that can invest in that Class of Shares and who can provide the minimum initial single lump sum investment (where applicable).

## **Redeeming Shares**

### **Procedure:**

Every Shareholder has the right to require that the Company redeem his Shares on any Dealing Day unless the value of Shares which a Shareholder wishes to redeem will mean that the Shareholder will hold Shares with a value less than the required minimum holding in the relevant Class, in which case the Shareholder may be required, at the discretion of the ACD, to redeem his entire holding in that Class of Share in the relevant Fund.

All requests to redeem may be made to the Transfer Agent, Northern Trust Global Services Limited, by telephone on 0800 3583012 or in writing to the Transfer Agent.

Forms may be obtained from the Transfer Agent and online through the following website: [www.ubs.com](http://www.ubs.com)

In addition the ACD may from time to time make arrangements to allow Shares to be redeemed online or through other communication media.

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

### **Documents a redeeming Shareholder will receive:**

A contract note giving details of the number and price of Shares redeemed will be sent to the redeeming Shareholder (or the first named Shareholder, in the case of joint Shareholders) together with (if sufficient written instructions have not already been given) a form of renunciation for completion and execution by the Shareholder (or, in the case of a joint holding, by all the joint Shareholders) no later than the end of the business day following the later of the request to redeem Shares or the valuation point by reference to which the price is determined. Cheques in satisfaction of the redemption monies will be issued within four business days of the later of (a) receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed and completed by all the relevant Shareholders, together with any other appropriate evidence of title, and (b) the valuation point following receipt by the ACD of the request to redeem.

**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 applicable minimum holding in respect of any Class of Share.

**Switching**

A Shareholder in a Fund may at any time switch all or part of their Shares in a Class or Fund ("the Original Shares") for Shares in another Class or Fund ("the New Shares") in the Company or any other ICVC where UBS Asset Management Funds Ltd acts as the Authorised Corporate Director, provided they meet the eligibility criteria for 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 applicable at the time the Original Shares are redeemed and the New Shares are issued. On any Dealing Day where the valuation point of the New Shares is after the valuation point of the Original Shares, the transaction will take place as a redemption of the Original Shares and a subscription on the following Dealing Day for New Shares.

Switching between all share classes may be effected by sending an application form to the Transfer Agent. Switching forms may be obtained from the Transfer Agent and online through the following website: [www.ubs.com](http://www.ubs.com)

The ACD may at its discretion make a charge on the switching of Shares. For further details of the charges on switching currently payable please see "Charges on switching". The ACD may at its discretion accept transfer of title by written electronic communication.

If the switch would result in the Shareholder holding less than the minimum holding of Original Shares or New Shares, the ACD may convert the whole of the applicant's holding of Original Shares to New Shares (and apply a charge on switching for such conversion) or refuse to effect any switch of the Original Shares. No switches will be allowed during any period when the right of Shareholders to require the redemption of their Shares is suspended. Save as otherwise specifically set out, the general provisions on procedures relating to buying shares and redeeming shares also apply to a switch.

The ACD may adjust the number of New Shares to be issued to reflect the application of any charge on switching together with any other charges, levies or dilution adjustments in respect of the application for the New Shares or redemption of the Original Shares as may be permitted pursuant to the COLL Sourcebook.

**Please note that a switch of Shares in one Fund for Shares in any other Fund is treated as a redemption of the Original Shares and a purchase of New Shares and will, for persons subject to United Kingdom taxation, be a realisation for the purposes of capital gains taxation.**

A Shareholder who switches Shares in one Fund for Shares in any other Fund (or who switches between Classes of Shares) will not have a right by law to withdraw from or cancel

the transaction and will be subject to the charges applicable to the new Fund or share class.

### **Dealing charges**

The price per Share at which Shares are bought or redeemed is the Net Asset Value per Share and any dilution adjustment that may be applied. Any initial charge or redemption charge or dilution levy is payable in addition to the price.

#### **Initial charge:**

The ACD may impose a charge on the purchase of Shares in each Class. At present no initial charge is levied on purchases of any class of Shares.

#### **Redemption charge:**

The ACD may make a charge on the redemption of Shares in each Class. At present no redemption charge is levied on any class of Shares.

The ACD may introduce a redemption charge on any Class of Shares or vary the rate or method of calculation of any redemption charge only in accordance with the FCA rules and after the ACD has made available a revised version of the Prospectus showing the rate of charge and its commencement. Any redemption charge introduced will apply only to Shares sold since its introduction but not to shares previously in issue.

#### **Charges on switching:**

On the switching of Shares between Funds or Classes in the Company the Instrument of Incorporation authorises the Company to impose a charge on switching. At present no charge is levied on switches between any classes of Shares.

Switching into or between J or K Class Shares is restricted to companies within the UBS Group and to clients of companies within the UBS Group. For details of charges in relation to switching into any other UBS collective investment scheme, please contact the ACD.

#### **Other dealing information**

#### **Delivery Versus Payment ("DvP") Exemption**

The ACD may make use of the DvP exemption as set out in the FCA Handbook, which provides for a one-day window during which money held for the purposes of settling a transaction in shares is not treated as 'client money'. Specifically, under the DvP exemption, money received by the ACD from an investor, or money due to be paid to an investor by the ACD, need not be treated as client money if: (i) the ACD receives the money from an investor for the subscription of shares and the money is passed to the relevant Fund's depositary for the purpose of creating shares in the relevant Funds within the timeframes set out in the FCA Handbook; or (ii) the ACD holds the money in the course of redeeming shares provided that the proceeds of that redemption are paid to an investor within the timeframes set out in the FCA Handbook.

**UBS European Equity Fund\*, UBS US 130/30 Equity Fund\*\*\*, UBS US Growth Fund, UBS Asian Consumption Fund\*\*\*\*, UBS Emerging Markets Equity Income Fund, UBS FTSE RAFI Developed 1000 Index Fund, UBS MSCI World Minimum Volatility Index Fund, UBS MSCI World Quality Index Fund – Dilution adjustment:**

The basis on which the Company's investments are valued for the purpose of calculating the price of Shares as stipulated in the COLL Sourcebook and the Instrument of Incorporation is summarised in the Valuation of the Company section of this prospectus. The actual cost of buying or redeeming a Fund's investments may be higher or lower than the mid-market value used in calculating the Share price. Under certain circumstances (for example, large volumes of deals) this may have a material adverse effect on the existing/continuing Shareholders' interest in the Fund. In order to prevent this effect, called "dilution", and in order to protect the interests of existing/continuing Shareholders, the ACD has the power to apply a "dilution adjustment" to the price on the purchase and/or redemption of Shares. If applied, the dilution adjustment will be made to the price of the Fund, with the effect that any extra capital invested/retained will become part of the relevant Fund and not paid to the ACD.

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

The need to apply a dilution adjustment will depend on the volume of net purchases or redemptions of the Shares. The ACD may apply a dilution adjustment on the purchase or redemption of such Shares if, in its opinion, the existing/continuing Shareholders might otherwise materially be adversely affected and if applying a dilution adjustment, so far as practicable, is fair to all existing and potential shareholders. In determining the rate of any dilution adjustment, the ACD may, in order to reduce volatility, take account of the trend of a Fund to expand or contract and the transaction in Shares at a particular valuation point. Unless it is disadvantageous to shareholders, the dilution adjustment will normally be applied in the following circumstances:

1. on a Fund experiencing large levels of net purchases or redemptions relative to its size; For these purposes, a large level of net dealing is defined as net purchases or a redemptions of 1% or more of the value of the Fund; For the, the UBS US Growth Fund, the UBS Asian Consumption Fund\*\*\*\* and the UBS Emerging Markets Equity Income Fund, a large level of net dealing is defined as net purchases or redemptions of 3% or more of the value of the Fund;
2. in respect of the UBS FTSE RAFI Developed 1000 Index Fund, UBS MSCI World Minimum Volatility Index Fund and UBS MSCI World Quality Index a dilution adjustment will apply to all net purchases and redemptions;
3. in any other case where the ACD is of the opinion that the interests of existing/continuing Shareholders and potential Shareholders require the imposition of a dilution adjustment.

As dilution is directly related to the inflows and outflows of monies from a Fund it is not possible to accurately predict whether dilution will occur at any future point in time or how frequently the ACD will need to make such a dilution adjustment. The actual dilution adjustment applied will depend on market conditions at or around the time at which the deal is struck. Please refer to Appendix III for the future projections of standard dilution adjustments applied by Fund and an indication of the frequency of application of such adjustments.

\* With effect from 5 September 2013, this Fund was closed to investors.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.

### **UBS Active Bond Fund\*\* - Dilution levy and large deals:**

The basis on which the Company's investments are valued for the purpose of calculating the price of Shares as stipulated in the COLL Sourcebook and the Instrument of Incorporation. The actual cost of buying or redeeming a Fund's investments may be higher or lower than the mid-market value used in calculating the Share price - for example, due to dealing charges, taxes, or through dealing at prices other than the mid-market price. Under certain circumstances (for example, large volumes of deals) this may have a material adverse effect on the existing/continuing Shareholders' interest in the Fund. In order to prevent this effect, called "dilution", and in order to protect the interests of existing/continuing Shareholders, the ACD has the power to charge a "dilution levy" on the purchase and/or redemption of Shares. If charged, the dilution levy will be paid into the relevant Fund, not to the ACD, and will become part of the relevant Fund.

The dilution levy for each Fund will be calculated by reference to the estimated costs of dealing in the underlying investments of that Fund, including any dealing spreads,

commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of net purchases or redemptions of the shares. The ACD may charge a dilution levy on the purchase and redemption of such shares if, in its opinion, the existing/continuing Shareholders might otherwise materially be adversely affected and if applying a dilution levy, so far as practicable, is fair to all existing and potential shareholders. In determining the rate of any dilution levy, the ACD may, in order to reduce volatility, take account of the trend of a fund to expand or contract and the transaction in Shares at a particular valuation point. Unless it is disadvantageous to shareholders, the dilution levy will normally be applied in the following circumstances:

1. on a Fund experiencing large levels of net purchases or redemptions relative to its size;
2. on "large deals". For these purposes, a large deal is defined as a purchase or redemption of 5% or more of the value of the Fund (with respect to the UBS Active Bond Fund\*\*);
4. in any other case where the ACD is of the opinion that the interests of existing/continuing Shareholders and potential Shareholders require the imposition of a dilution levy.

As dilution is directly related to the inflows and outflows of monies from the Fund it is not possible to predict accurately whether dilution will occur at any future point in time or how frequently the ACD will need to make such a dilution levy, but based on historic levels of dealing in similar Funds, the ACD does not expect to charge a dilution levy very frequently. Please refer to Appendix IV for the size of typical dilution levies by Fund and an indication of the frequency of application of such levies.

The actual dilution levy applied will depend on market conditions at or around the time at which the deal is struck.

\*\* With effect from 11 November 2013, this Fund was closed to investors.

### **Market timing**

The ACD may refuse to accept a subscription or a switch from another UBS Fund if it has reasonable grounds, relating to the circumstances of the shareholder concerned, for refusing to accept a subscription or a switch from them. In particular, the ACD may exercise this discretion if it believes the shareholder has been or intends to engage in market timing.

### **Money laundering**

Under the UK money laundering regulations, as amended from time to time, the ACD is responsible to verify investor identity when the investor undertakes certain transactions

and as part of ongoing client screening. This involves obtaining independent documentary evidence confirming identity and permanent residential address. This may also involve an electronic check of information. Normally these verification processes will not result in any delay in carrying out instructions but the ACD reserves the right to refuse to issue Shares, pay the proceeds of a redemption of Shares, or pay income on Shares to the investor until satisfactory proof of identity is obtained.

## **Transfers**

Shareholders are entitled to transfer their Shares to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the ACD for this purpose. Completed instruments of transfer must be returned to the ACD in order for the transfer to be registered by the ACD. The ACD may refuse to register a transfer unless an amount equivalent to the applicable SDRT has been paid.

## **Restrictions and compulsory transfer and redemption**

The ACD may from time to time impose such restrictions as it may think necessary for the purpose of ensuring 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 or which would result in the Company incurring any liability to taxation which the Company is not able to recoup itself or suffering any other adverse consequence. In this connection, the ACD may, inter alia, reject at its discretion any application for the purchase, redemption, transfer or switching of Shares.

If it comes to the notice of the ACD that any Shares ("affected Shares"):

- (i) are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or
- (ii) would result in the Company incurring any liability to taxation which the Company would not be able to recoup itself or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or
- (iii) are held in any manner by virtue of which the Shareholder or Shareholders in question is/are not qualified to hold such Shares or if it reasonably believes this to be the case;

the ACD may give notice to the Shareholder(s) of the affected Shares requiring the transfer of such Shares to a person who is qualified or entitled to own them or that a request in writing is given for the redemption of such Shares in accordance with the COLL Sourcebook. If any Shareholder upon whom such a notice is served does not within thirty days after the date of such notice transfer his affected Shares to a person qualified to own them or submit a written request for their redemption to the ACD or establish to the satisfaction of the

ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected Shares, he shall be deemed upon the expiry of that thirty 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.

A Shareholder who becomes aware that he is holding or owns affected Shares shall immediately, unless he has already received a notice as set out above, either transfer all his affected Shares to a person qualified to own them or submit a request in writing to the ACD for the redemption of all his affected Shares.

Where a request in writing is given or deemed to be given for the redemption of affected Shares, such redemption will be effected in the same manner as provided for under the COLL Sourcebook.

### **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 cash, but will only do so where the Depositary has taken reasonable care to determine, in accordance with the COLL sourcebook, that the Company's acquisition of those assets in exchange for the Shares concerned is not likely to result in any material prejudice to the interests of 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.

### **In specie redemptions**

If a Shareholder requests the redemption of Shares the ACD may, where it considers the deal to be substantial in relation to the total size of the Fund concerned or in some way advantageous or detrimental to the Fund, arrange, having given prior notice in writing to the Shareholder, that in place of payment for the Shares in cash, the Company transfers property or, if required by the Shareholder, the net proceeds of sale of the relevant property, to the Shareholder.

The ACD will select the property to be transferred in consultation with the Depositary. The Depositary must be satisfied that the transfer of the Scheme Property concerned would not be likely to result in any material prejudice to the interests of Shareholders.

### **Suspension of dealings in the Company**

The ACD may, with the prior agreement of the Depositary, or must if the Depositary so requires, temporarily suspend, without notice to Shareholders, the issue, cancellation, sale and redemption of Shares (including any purchase and redemption on switching) in any or all of the Funds where due to exceptional circumstances it is in the interests of



Shareholders in the Fund (for example, but without limitation, on 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 or all of the assets of a Fund). The ACD will notify Shareholders of the Fund of the suspension as soon as practicable after suspension commences and will publish sufficient details to keep Shareholders informed about the suspension including, if known, its likely duration.

Suspension is only allowed to continue for as long as it is justified having regard to the interests of the Shareholders of the Fund.

The ACD and the Depositary must formally review the suspension at least every 28 days.

During a suspension, none of the obligations in COLL 6.2 (Dealing) apply; and the ACD must comply with as much of COLL 6.3 (Valuation and pricing) as is practicable in the light of the suspension.

The suspension of dealings in Shares must cease as soon as practicable after the exceptional circumstances have ceased.

Any suspension of dealings will be subject to the provisions of the COLL Sourcebook.

Recalculation of the Share price for the purposes of purchases and redemptions will commence on the next relevant valuation point following the ending of the suspension.

### **Governing law**

All deals in Shares are governed by English law.

## **VALUATION OF THE COMPANY**

The price of a Share is calculated by reference to the Net Asset Value of the Fund to which it relates. There shall only be a single price for a Share in any Fund. The Net Asset Values per Share are calculated at 11.59 p.m. on each Dealing Day in relation to the UBS FTSE RAFI Developed 1000 Index Fund, the UBS MSCI World Minimum Volatility Index Fund and the UBS MSCI World Quality Index Fund. The Net Asset Values per Share of all other Funds are calculated at 12 noon on each Dealing Day.

The ACD may at any time during a business day carry out an additional valuation if it considers it desirable to do so. The ACD shall inform the Depositary of any decision to carry out such an additional valuation. Valuations may be carried out for effecting a scheme of amalgamation or reconstruction which do not create a Valuation Point for the purposes of dealings. Where permitted and subject to the Regulations, the ACD may in certain circumstances (for example where a significant event has occurred since the closure of a market) substitute a price with a more appropriate price which in its opinion reflects a fair and reasonable price for that investment.

The ACD will, upon completion of each valuation, notify the Depositary of the price of Shares, of each Class of each Fund and the amount of any dilution levy or dilution adjustment applicable in respect of any purchase or redemption of Shares, except where calculated purely for performance purposes.

### **Calculation of the Net Asset Value**

The value of the property of the Company or of a Fund (as the case may be) shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions:

1. All the Scheme Property (including receivables) is to be included, subject to the following provisions.
2. Property which is not cash (or other assets dealt with in paragraph 3 below) or a contingent liability transaction shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
  - (a) units or shares in a collective investment scheme:
    - (i) if a single price for buying and redeeming units or shares is quoted, at that price; or
    - (ii) if separate buying and redemption 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 redemption price has been increased by any exit or redemption charge attributable thereto; or

- (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists, or, if the most recent price available does not reflect the ACD's best estimate of the value of the units or shares, at a value which, in the opinion of the ACD, is fair and reasonable;
  - (b) any other transferable security:
    - (i) if a single price for buying and redeeming the security is quoted, at that price; or
    - (ii) if separate buying and redemption prices are quoted, at the average of the two prices; or
    - (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists, or, if the most recent price available does not reflect the ACD's best estimate of the value of the security, at a value which in the opinion of the ACD, is fair and reasonable;
  - (c) Scheme Property other than that described in (a) and (b) above at a value which, in the opinion of the ACD, is fair and reasonable.
3. Cash and amounts held in current and deposit accounts and in other time related deposits shall be valued at their nominal values.
  4. Property which is a contingent liability transaction shall be treated as follows:
    - (a) if it is a written option (and the premium for writing the option has become part of the Scheme Property), deduct the amount of the net valuation of premium receivable. If the Scheme Property is an off exchange option the method of valuation shall be agreed between the ACD and the Depositary;
    - (b) if it is an off exchange future, include it at the net value of closing out in accordance with a valuation method agreed between the ACD and the Depositary;
    - (c) if it is any other form of contingent liability transaction, include it at the mark to market value (whether as a positive or negative value). If the Scheme Property is an off exchange derivative, include it at a valuation method agreed between the ACD and the Depositary.
  5. In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.

6. Subject to paragraphs 7 and 8 below, agreements for the unconditional sale or purchase of Scheme 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 if, in the opinion of the ACD, their omission will not materially affect the final net asset amount.
7. 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 6.
8. All agreements are to be included under paragraph 6 which are, or ought reasonably to have been, known to the person valuing the property.
9. Deduct an estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax, VAT, SDRT, stamp duty, and any foreign taxes or duties.
10. 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.
11. Deduct the principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings.
12. Add an estimated amount for accrued claims for tax of whatever nature that may be recoverable.
13. Add any other credits or amounts due to be paid into the Scheme Property.
14. Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.
15. Currencies or values in currencies other than Sterling 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.
16. Deduct the total amount of any performance fee that has accrued as at that time (if any) based on the calculation summarised in the Prospectus.

### **Price per Share in each Fund and each Class**

The price per Share at which Shares are bought or redeemed is the Net Asset Value per Share and any dilution adjustment that may be applied. Any initial charge, redemption charge, SDRT provision or dilution levy is payable in addition to the price.

### **Pricing basis**

The ACD deals on a forward pricing basis. A forward price is the price calculated at the next valuation point after the purchase or redemption is deemed to be accepted by the ACD.

### **Publication of prices**

The most recent price of all Shares (except the J and K shares) only appear on UBS's website at [www.ubs.com/funds](http://www.ubs.com/funds), although the ACD may, at its discretion, publish prices of some or all Shares in the Financial Times or any other United Kingdom newspaper but may cease to do so without notification to Shareholders at any time. All prices will also be available from the ACD by calling 0800 587 2111. The most recent price of the J and K Shares appears on the ACD's website at [www.ubs.com/funds](http://www.ubs.com/funds). As the ACD deals on a forward pricing basis, the prices that appear on our website or those available by telephone will not necessarily be the same as the one at which investors can currently deal. The ACD does not accept responsibility for the accuracy of the prices published in or for the non-publication of prices for reasons beyond the control of the ACD.

## **RISK FACTORS**

**Potential investors should consider the following risk factors before investing in the Company (or, in the case of specific risks applying to specific Funds, in those Funds).**

### **General**

The investments of the Company are subject to normal market fluctuations and other risks inherent in investing in securities. There can be no assurance that any appreciation in the value of investments will occur. The value of investments and the income derived from them may fall as well as rise and investors may not recoup the original amount they invest in the Company. There is no certainty that the investment objective of any Fund will actually be achieved and no warranty or representation is given to this effect.

### **Effect of initial charge or redemption charge**

Where an initial charge or redemption charge is imposed, an investor who realises his Shares after a short period may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

In particular, where a redemption charge is payable investors should note that the percentage rate at which the redemption charge is calculated is based on the market value rather than the initial value of the Shares. If the market value of the Shares has increased the redemption charge will show a corresponding increase. Currently there is no redemption charge. The Shares therefore should be viewed as medium to long-term investments.

### **Charges to capital**

The annual management charge and other expenses of a Fund may be deducted from the capital of the Fund in the event that income is insufficient for this purpose, subject to the provisions of the COLL Sourcebook.

Where an investment objective of a Fund is to treat the generation of income as a higher priority than capital growth, or the generation of income and capital growth have equal priority, all or part of the ACD's fee may be charged against capital instead of against income. This treatment of the ACD's fee will increase the amount of income (which may be taxable) available for distribution to Shareholders in the Fund concerned but may constrain capital growth. Currently the UBS Active Bond Fund\*\* and the UBS Emerging Markets Equity Income Fund charge the ACD fee and other expenses to capital.

\*\* With effect from 11 November 2013, this Fund was closed to investors.

## **Dilution levy and Dilution adjustment**

Investors should note that in certain circumstances a dilution levy or dilution adjustment may be applied on their purchase or redemption of Shares (see “Other Dealing Information” in the Buying, Redeeming and Switching Shares section of this Prospectus). Where a dilution levy or dilution adjustment is not applied, the Fund in question may incur dilution, which may constrain capital growth.

## **Suspension of dealings in Shares**

Investors are reminded that in certain circumstances their right to redeem Shares (including redemption by way of switching) may be suspended (see “Suspension of dealings in the Company” in the Buying, Redeeming and Switching Shares section of this Prospectus).

## **Liabilities of the Company and the Funds**

As explained in the Details of the Company section of this Prospectus, under OEIC Regulations, each Fund is a segregated portfolio of assets and those assets can only be used to meet the liabilities of, or claims against, that Fund. Whilst 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 whether a foreign court would give effect to the segregated liability and cross-investment provisions contained in the OEIC Regulations. Therefore, it is not possible to be certain that the assets of a Fund will always be completely insulated from the liabilities of another Fund of the Company in every circumstance.

## **Client Money and Depositary Insolvency**

The Depositary has a duty to ensure that it safeguards and administers the scheme property in compliance with the provisions of the FCA Handbook governing the protection of client assets (“Client Asset Rules”). The Depositary is not under a duty to comply with the provisions of the FCA Handbook on handling money received or held for the purpose of buying or selling securities and investments (“Client Money”). Moreover, with respect to handling scheme property in the course of delivery versus payment transactions through a commercial settlement system (“CSS”), the scheme property may not be protected under the Client Asset Rules. In the event that the Depositary becomes insolvent or otherwise fails, there is a risk of loss or delay in return of any scheme property which consists of Client Money, client assets held in a CSS or any other client assets which the Depositary or any of its delegates is not required or has failed to hold in accordance with the Client Asset Rules.

## **Currency exchange rates**

Currency fluctuations may adversely affect the value of a Fund's investments and, depending on an investor's currency of reference, currency fluctuations may adversely affect the value of his investment in Shares.

## **Emerging markets**

Investments in emerging markets may be more volatile than investments in more developed markets. Some of these markets may have relatively unstable governments, economies based on only a few industries and securities markets that trade only a limited number of securities. Many emerging markets do not have well developed regulatory systems and disclosure standards may be less stringent than those of developed markets.

The risks of expropriation, nationalisation and social, political and economic instability are greater in emerging markets than in more developed markets.

The following is a brief summary of some of the more common risks associated with emerging markets investment:

**Fraudulent Securities** – Given the lack of a regulatory structure it is possible that securities in which investments are made may be found to be fraudulent. As a result, it is possible that loss may be suffered.

**Lack of Liquidity** – The accumulation and disposal of holdings may be more expensive, time consuming and generally more difficult than in more developed markets. Also, due to the lack of liquidity, volatility may be higher. Many emerging markets are small, have low trading volumes, low liquidity and significant price volatility.

**Currency Fluctuations** – Significant changes in the currencies of the countries in which investments are made in respect of the currency of denomination of the relevant Fund may occur following the investment of the Company in these currencies. These changes may impact the total return of the Fund to a significant degree. In respect of currencies of certain emerging countries, it is not possible to undertake currency-hedging techniques.

**Settlement and Custody Risks** – Settlement and custody systems in emerging markets are not as well developed as those in developed markets. Standards may not be as high and supervisory and regulatory authorities not as sophisticated. As a result there may be risks that settlement may be delayed and that cash or securities could be disadvantaged.

**Investment and Remittance Restrictions** – In some cases, emerging markets may restrict the access of foreign investors to securities. As a result, certain equity securities may not always be available to a Fund because the maximum permitted number of or investment by foreign shareholders has been reached. In addition, the outward remittance by foreign investors of their share of net profits, capital and dividends may be restricted or require governmental approval. The Company will only invest in markets in which it believes these



restrictions to be acceptable. However, there can be no guarantee that additional restrictions will not be imposed.

Accounting – Accounting, auditing and financial reporting standards, practices and disclosure requirements applicable to companies in emerging markets differ from those applicable in more developed markets in respect of the nature, quality and timeliness of the information disclosed to investors and, accordingly, investment possibilities may be difficult to properly assess.

### **Investment in Hong Kong Stock Connect Schemes**

Certain Funds may invest directly or indirectly in certain eligible China A Shares through the Shanghai-Hong Kong Stock Connect Scheme and Shenzhen-Hong Kong Stock Connect Schemes (the “Connect Schemes”). In addition to the risks associated with the Chinese market and risks related to investments in RMB, investments through Stock Connect are subject to additional risks, namely, quota limitations, suspension risk, operational risk, restrictions on selling imposed by front-end monitoring, recalling of eligible stocks, clearing and settlement risks, nominee arrangements in holding China A-Shares and regulatory risk.

The Connect Schemes are securities trading and clearing links programmes developed by, amongst others, The Stock Exchange of Hong Kong Limited, with an aim to achieve mutual stock market access between mainland China and Hong Kong. In the initial phase, Shanghai Stock Exchange (“SSE”) listed China A Shares eligible for trading by Hong Kong and overseas investors under the Connect Schemes include all the constituent stocks from time to time of the SSE 180 Index and SSE 380 Index, and all the SSE-listed China A Shares that are not included as constituent stocks of the relevant indices but which have corresponding H-Shares listed on the Shenzhen-Hong Kong Stock Connect Scheme (“SEHK”), except the following:

- (a) SSE-listed shares which are not traded in Renminbi (“RMB”); and
- (b) SSE-listed shares which are included in the “risk alert board”.

The term “China A Shares” means domestic shares in the People’s Republic of China (“PRC”) incorporated companies listed on either the SSE or the Shenzhen Stock Exchange, the prices of which are quoted in RMB and which are available to such investors as approved by the China Securities Regulatory Commission (“CSRC”).

The relevant regulations are untested and subject to change. The programme is subject to quota limitations which may restrict the Fund’s ability to invest in China A Shares through the programme on a timely basis and as a result, the Fund’s ability to access the China A Shares market (and hence to pursue its investment strategy) will be adversely affected. The PRC regulations impose certain restrictions on selling and buying of China A Shares. Hence the Fund may not be able to dispose of holdings of China A Shares in a timely manner. Also, a stock may be recalled from the scope of eligible stocks for trading via the

Connect Scheme. This may adversely affect the investment portfolio or strategies of the Fund, for example, when the Investment Manager wishes to purchase a stock which is recalled from the scope of eligible stocks. Due to the differences in trading days, the Fund may be subject to a risk of price fluctuations in China A Shares on a day that the PRC market is open for trading but the Hong Kong market is closed.

China A Shares may be subject to trading bands which restrict increases and decreases in the trading price. The Fund if investing through the Connect Scheme will be prevented from trading underlying China A Shares when they hit the "trading band limit". If this happens on a particular trading day, the Fund may be unable to trade China A Shares. As a result, the liquidity of the China A Shares may be adversely affected which in turn may affect the value of the Fund's investments.

The Hong Kong Securities Clearing Company Limited ("HKSCC") and China Securities Depository and Clearing Corporation Limited ("ChinaClear") have established the clearing links and each will become a participant of each other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

Where securities are held in custody on a cross-border basis, there are specific legal/beneficial ownership risks linked to compulsory requirements of the local central securities depositories, HKSCC and China Clear. HKSCC, as nominee holder, does not guarantee the title to Connect Scheme securities held through it and is under no obligation to enforce title or other rights associated with ownership on behalf of beneficial owners. The courts may consider that any nominee or custodian as registered holder of Connect Scheme securities would have full ownership, and that those Connect Scheme securities would form part of the pool of assets of such entity available for distribution to creditors of such entities and/or that a beneficial owner may have no rights whatsoever to such Connect Scheme securities. Consequently the Fund and the Depositary cannot ensure that the Fund's ownership of these securities or title is assured.

To the extent that HKSCC is deemed to be performing safekeeping functions with respect to assets held through it, it should be noted that the Depositary and the Fund will have no legal relationship with HKSCC and no direct legal recourse against HKSCC in the event that the Fund suffers losses resulting from the performance or insolvency of HKSCC.

In the event ChinaClear defaults, HKSCC's liabilities under its market contracts with clearing participants will be limited to assisting clearing participants with claims. HKSCC will act in good faith to seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or the liquidation of ChinaClear. In this event, a Fund may not fully recover any losses or its Shanghai-Hong Kong Stock Connect securities and the process of recovery could also be delayed.

The HKSCC provides clearing, settlement, nominee functions and other related services of the trades executed by Hong Kong market participants. PRC regulations which include certain restrictions on selling and buying will apply to all market participants. In the case of sale, pre-delivery of shares are required to the broker, increasing counterparty risk. Because of such requirements, the Fund may not be able to purchase and/or dispose of holdings of China A Shares in a timely manner.

Investments of the relevant Fund through Northbound trading under Stock Connect will not be covered by Hong Kong's Investor Compensation Fund. In addition, since the relevant Fund is carrying out Northbound trading through securities brokers in Hong Kong but not mainland China brokers, they are not protected by the China Securities Investor Protection Fund in mainland China.

Hong Kong and overseas investors are required to pay stamp duty arising from the trading of China A Shares and the transfer of China A Shares by way of succession or gift in accordance with the existing taxation rules in the PRC. Investments in the securities markets of the PRC are in principle subject to the same risks as investments in emerging markets as well as, additionally, the specific market risks applying to the PRC. To date, not enough is known or can be assessed in respect of the impact of the reforms in the PRC as well as the related opening up of the Chinese economy and local equity markets. These measures could also have a negative effect on the economy and, thus, investments in the PRC. Additional regulations and uncertainties apply as a result of supplementary local restrictions on the buying and selling of equities (quotas), the convertibility of local currency, tax aspects and the trading/settlement of investments. At the present time, it is impossible to rule out future changes or amendments in respect of the regulations which apply.

### **Eurozone Risks**

In addition to specific national concerns, the Eurozone is experiencing a collective debt crisis. Certain countries have received very substantial financial assistance from other members of the European Union, and the question of additional funding is unclear. Investor confidence in other EU member states, as well as European banks exposed to sovereign debt of Eurozone countries experiencing financial turmoil, has been severely impacted, threatening capital markets throughout the Eurozone. Although the resources of various financial stability mechanisms in the Eurozone continue to be bolstered, there can be no assurance that the level of funds being committed to such facilities will be sufficient to resolve the crisis going forward. It is also unclear whether ultimately a political consensus will emerge in the Eurozone concerning whether and how to restructure sovereign debt. The consequences of any sovereign default would likely be severe and wide-reaching, and could include the withdrawal of one or more member states from the Eurozone, or even the abolition of the Euro. The withdrawal of one or more member states from the Eurozone or the abolition of the Euro could result in significant exchange rate volatility and could have an adverse impact on the financial markets, not only within Europe but globally and could result in serious losses to the Fund.

## **Potential implications of Brexit**

On 23 June 2016 the United Kingdom held a referendum and voted to leave the European Union. This has led to volatility in the financial markets of the United Kingdom and more broadly across Europe and may also lead to weakening in consumer, corporate and financial confidence in such markets. The extent and process by which the United Kingdom will exit the European Union, and the longer term economic, legal, political and social framework to be put in place between the United Kingdom and the European Union are unclear at this stage and are likely to lead to ongoing political and economic uncertainty and periods of exacerbated volatility in both the United Kingdom and in wider European markets for some time. In particular, the decision made in the British referendum may lead to a call for similar referendums in other European jurisdictions which may cause increased economic volatility in the European and global markets. This mid to long term uncertainty may have an adverse effect on the economy generally and on the ability of the Company and its investments to execute their respective strategies and to receive attractive returns.

Leaving the European Union may also result in significant changes to law and regulation in the United Kingdom. It is not currently possible to assess the effect of these changes on the Company or the position of the shareholders (although such changes may result in the management arrangements for the Company having to be re-structured). Investors should be aware that these and other similar consequences following from the referendum result may adversely affect the value of the shares and the Company's performance.

## **Specific risk relating to Central and Eastern Europe and in particular Russia**

Certain markets in Central and Eastern Europe present specific risks in relation to the settlement and safekeeping of securities. These risks result from the fact that physical securities may not exist in certain countries (such as Russia); as a consequence the ownership of securities is evidenced only on the issuer's register of shareholders. Each issuer is responsible for the appointment of its own registrar. In the case of Russia, this results in a broad geographic distribution of several thousand registrars across Russia. Russia's Federal Commission for Securities and Capital Markets (the "Commission") has defined the responsibilities for registrar activities, including what constitutes evidence of ownership and transfer procedures. However, difficulties in enforcing the Commission's regulations mean that the potential for loss or error still remains and there is no guarantee that the registrars will act accordingly to the applicable laws and regulations. Widely accepted industry practices are still in the process of being established. When registration occurs, the registrar produces an extract of the register of shareholders as at that particular point in time. Ownership of shares is evidenced by the records of the registrar, but not by the possession of an extract of the register of shareholders. The extract is only evidence that registration has taken place. It is not negotiable and has no intrinsic value. In addition, a registrar will typically not accept an extract as evidence of ownership of shares and is not obligated to notify the Depositary, the Custodian or their local agents in Russia, if or when it amends the register of shareholders. As a consequence of this, Russian

securities are not on physical deposit with the Depositary, the Custodian or their local agents in Russia. Therefore, neither the Depositary, Custodian nor their local agents in Russia can be considered as performing a physical safekeeping or custody function in the traditional sense. The registrars are neither agents of, nor responsible to the Depositary, Custodian or their local agents in Russia. The Depositary and the Custodian's liability only extends to their own negligence and wilful default and to that caused by negligence or wilful misconduct of their local agents in Russia, and does not extend to losses due to the liquidation, bankruptcy, negligence or wilful default of any registrar. In the event of such losses the ACD will have to pursue its rights directly against the issuer and/or its appointed registrar. The above risks in relation to safekeeping of securities in Russia may exist in a similar manner, in other Central and Eastern European countries in which a Fund may invest.

### **Smaller companies**

Funds investing in smaller companies invest in transferable securities that may be less liquid than the securities of larger companies, as a result of inadequate trading volume or restrictions on trading. Securities in smaller companies may possess greater potential for capital appreciation, but also involve risks, such as limited product lines, markets and financial or managerial resources and trading in such securities may be subject to more abrupt price movements than trading in the securities of larger companies.

### **Limited number of investments**

The UBS European Equity Fund\*, the UBS US Growth Fund, the UBS Asian Consumption Fund\*\*\*\* and the UBS Emerging Markets Equity Income Fund are permitted to, and may on occasion, hold a limited number of investments. Should one or more of those investments decline or be otherwise adversely affected, it may have a more pronounced effect on the respective Fund's value than if a larger number of investments were held.

\* With effect from 5 September 2013, this Fund was closed to investors.

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.

### **Derivatives**

#### ***Use of derivatives for efficient portfolio management***

**With the exception of UBS US 130/30 Equity Fund\*\*\*, derivative transactions may be used in all the Funds solely for the purposes of hedging and efficient portfolio management, except for and are not intended to increase the risk profile of any Fund.**

The Funds may make use of EPM techniques (including stock lending and reverse repurchase transactions) to reduce risk and/or costs in the Fund and to produce additional capital or income in the Funds in a manner which is economically appropriate and with an

acceptable level of risk. Techniques used by the Fund may include using derivatives for hedging against price or currency fluctuations, engaging in securities lending and reverse repurchase transactions. Further details on efficient portfolio management can be found in Appendix II.

**It is not intended that using derivatives for EPM will increase the volatility of the Funds and indeed EPM is intended to reduce volatility.** In adverse situations, however, a Fund's use of EPM techniques may be ineffective and that Fund may suffer significant loss as a result. The Fund's ability to use EPM strategies may be limited by market conditions, regulatory limits and tax considerations.

EPM techniques may involve a Fund entering into derivative transactions or securities lending transactions with a counterparty where there may be a risk that a counterparty will wholly or partially fail to honour its contractual obligations. To mitigate that risk, the counterparties to these transactions may be required to provide collateral to the Fund. The counterparty will forfeit its collateral if it defaults on the transaction. However, in the event of counterparty default, 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 liability to the Fund. This may result in losses for investors. To manage this risk, the ACD has in place a collateral management policy which details the eligible categories of acceptable collateral and the haircuts which will typically be applied when valuing certain categories of collateral received. Please see below for further information on the collateral management policy.

There is no guarantee that the Fund will achieve the objective for which it entered into a transaction in relation to EPM. Stock lending transactions may, in the event of a default by the counterparty, result in the securities lent being recovered late or only in part. This may result in losses for investors.

#### **Use of derivatives for investment purposes**

**In the case of UBS US 130/30 Equity Fund\*\*\* derivatives transactions may be used for the purposes of hedging and/or meeting the investment objective of the Fund.**

**Although it is not intended to use derivatives aggressively, if they are used, this may lead to high volatility in the share price of these Funds.** Derivatives, which may include swaps, are inherently volatile, and these Funds could be potentially exposed to additional risk and costs should the market move against these Funds' derivative positions. The market for swaps may sometimes be more illiquid than other investments which in turn may require us to sell other more favoured assets to meet repurchases.

When a fund uses derivatives to take 'short positions' in investments, it effectively allows it to sell a holding it does not own on the anticipation that the value will fall. However, if the value of that investment increases, it will have a negative effect on the Fund's value. In extreme stock market conditions, the Fund may be faced with unlimited losses which would mean your investment could become worthless.

In order to trade in derivative instruments we enter into agreements with various counterparties. Whilst we assess the credit worthiness of each counterparty we enter into an agreement with, a Fund is at risk if that counterparty does not fulfil its obligations under the agreement and this could have a significant negative impact on investor returns. Any collateral paid by the Fund may not be returned, nor may any payments due to the Fund be made and this could have a significant negative impact on investor returns.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

### **Specific risk relating to UBS US 130/30 Equity Fund\*\*\*.**

The UBS US 130/30 Equity Fund\*\*\* will use equity swaps as part of their investment capabilities. However, such instruments are inherently volatile and the Fund could potentially be exposed to additional risk and costs should the market move in the opposite direction to the Fund's strategies.

In order to trade in derivatives instruments, the Company will enter into trading agreements with trading counterparties. Whilst the ACD will assess the credit worthiness of the counterparty before entering into any trading agreements, the Fund is at risk if the counterparty does not fulfil its obligations under any agreements. For example, any collateral paid by the Fund to the counterparty may fail to be returned and any payment due to the Fund by the counterparty may fail to be made.

The UBS US 130/30 Equity Fund\*\*\* will use derivatives to take 'short positions' in some investments. This will allow the Fund to sell a holding that the Fund does not own in the expectation that the investment's value will fall. However, if the value of that investment increases, it will have a negative effect on the Fund's value. In extreme stock market conditions, the Fund may be faced with unlimited losses which would mean your investment could potentially become worthless.

In aiming to reduce the volatility of the Fund the ACD utilises a risk management process to monitor the level of risk taken by the Investment Advisor in managing the portfolio.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

### **Derivative Techniques**

The COLL Sourcebook permits the ACD to use certain techniques when investing in derivatives in order to manage a fund's exposure to particular counterparties and in relation to the use of collateral to reduce overall exposure to over-the-counter ("OTC") derivatives; for example a fund may take collateral from counterparties with whom they have an OTC derivative position and use that collateral to net off against the exposure they have to the counterparty under that OTC derivative position, for the purposes of complying with

counterparty spread limits. The COLL Sourcebook also permits a fund to use derivatives to effectively short sell (agree to deliver the relevant asset without holding it in the scheme) under certain conditions.

## **Counterparties**

In order to trade in swap and derivative instruments the Investment Manager may enter into an agreement with a counterparty. Whilst the Investment Manager assesses the credit worthiness of the counterparty, the Fund is at risk that the counterparty may not fulfil its obligations under the agreement. Any collateral paid by the Fund may not be returned, nor may any payments due to the Fund be made, and this could have a significant negative impact on investor returns.

## ***Swap Agreements***

A Fund may, where permitted by its investment policy, enter into swap agreements (including total return swaps and contracts for differences) with respect to various underlyings, including currencies, interest rates, securities, collective investment schemes and indices. A swap is a contract under which one party agrees to provide the other party with something, for example a payment at an agreed rate, in exchange for receiving something from the other party, for example the performance of a specified asset or basket of assets. A Fund may use these techniques to protect against changes in interest rates and currency exchange rates. A Fund may also use these techniques to take positions in or protect against changes in securities indices and specific securities prices.

In respect of currencies, a Fund may utilise currency swap contracts where the Fund may exchange currencies at a fixed rate of exchange for currencies at a floating rate of exchange or vice versa. These contracts allow a Fund to manage its exposures to currencies in which it holds investment. For these instruments, the Fund's return is based on the movement of currency exchange rates relative to a fixed currency amount agreed by the parties.

In respect of interest rates, a Fund may utilise interest rate swap contracts where the Fund may exchange interest rate cash flows for cash flows based on the return of an equity or fixed income instrument, a basket of such instruments or a securities index. These contracts allow a Fund to manage its interest rate exposures. For these instruments, the Fund's return is based on the movement of interest rates relative to a fixed rate agreed by the parties. The Fund may also utilise caps and floors, which are interest rate swap contracts in which the return is based only on the positive (in the case of a cap) or negative (in the case of a floor) movement of interest rates relative to a fixed rate agreed by the parties.

In respect of securities and securities indices a Fund may utilise total return swap contracts where the Fund may exchange interest rate cash flows for cash flows based on the return of, for example, an equity or fixed income instrument or a securities index. These contracts allow a Fund to manage its exposures to certain securities or securities indexes. For these instruments, the Fund's return is based on the movement of interest rates relative to the



return on the relevant security or index. The Fund may also use swaps in which the Fund's return is relative to the volatility of price of the relevant security (a volatility swap, which is a forward contract whose underlying is the volatility of a given product. This is a pure volatility instrument allowing investors to speculate solely upon the movement of a stock's volatility without the influence of its price) or to the variance (the square of the volatility) (a variance swap which is a type of volatility swap where the payout is linear to variance rather than volatility, with the result that the payout will rise at a higher rate than volatility).

Where a Fund enters into total return swaps (or invests in other financial derivative instruments with the same characteristics) it will only do so on behalf of the Fund with institutions which meet the requirements (including minimum credit rating requirements, if applicable) set down by the FCA from time to time. Subject to compliance with those conditions, the Investment Manager has full discretion as to the appointment of counterparties when entering into total return swap in furtherance of the Fund's investment objective and policies.

A credit default swap is a derivative instrument which is a mechanism for transferring and transforming credit risk between purchaser and seller. The protection buyer purchases protection from the protection seller for losses that might be incurred as a result of a default or other credit event (explained below) in relation to an underlying security. The protection buyer pays a premium for the protection and the protection seller agrees to make a payment to compensate the protection buyer for losses incurred upon the occurrence of any one of a number of possible specified credit events, as set out in the credit default swap agreement. In relation to the use of credit default swaps, the Fund may be a protection buyer and / or a protection seller. A credit event is an event linked to the deteriorating credit worthiness of an underlying reference entity in a credit derivative. The occurrence of a credit event usually triggers full or partial termination of the transaction and a payment from protection seller to protection buyer. Credit events include, but are not limited to, bankruptcy, failure to pay, restructuring, and obligation default.

## **Leverage**

Leverage is where a Fund borrows money in order to meet redemption requests or, through the use of derivatives, for the purpose of buying or selling assets. Where assets are bought or sold using borrowed money this increases the risk that in the case of losses that these are compounded and as a result have a material negative impact on the value of the Fund. Investors should also note that certain derivatives such as forward foreign exchange and complex swaps may be entered into on an Over The Counter (OTC) basis with one or more Eligible Counterparties. Trading in such derivatives results in credit risk exposure to such Eligible Counterparties (i.e. the risk that the Eligible Counterparty to a derivative trade will fail to discharge its obligations under the terms of the trade in respect of a Fund). Where

the ACD or an Investment Adviser, on behalf of a Fund, enters into OTC derivatives it may seek to mitigate much of its credit risk to an Eligible Counterparty by receiving collateral from that Eligible Counterparty. To the extent that any OTC derivatives are not fully collateralised, a default by the Eligible Counterparty may result in a reduction in the value of the Fund and thereby a reduction in the value of an investment in the Fund.

## **Equities**

Funds investing in equities, or in other collective investment schemes which invest in equities, can be more volatile than Funds investing in bonds (or other collective investment schemes which invest in bonds), but may also offer greater potential for growth. The value of such underlying equity investments may fluctuate significantly in response to activities and results of particular companies, as well as in connection with the wider market and economic conditions.

## **Bonds**

Bonds are subject to both actual and perceived measures of creditworthiness. Bonds, and especially high yield bonds, could be affected by adverse publicity and investor perception, which may not be based on fundamental analysis, and would have a negative effect on the value and liquidity of the bond.

With investment in high yield bonds there is an increased risk to capital through default (where bond issuers either fail to pay the interest or capital repayment due at maturity), or where the redemption yield is below the income yield. You should be aware that economic conditions and changes to interest rate levels may significantly affect the values of high yield bonds.

## **Anticipated Tracking Error**

The Funds may be structured as index tracking funds which have the objective of performing in line with an index. Where the Funds seek to perform in line with an index there is the risk of performance deviation from the index. Factors which can lead to deviation in performance from the index include, but are not limited to, transaction costs (e.g. from index-rebalancing transactions and coupon re-investment), differences in the weights held in individual securities to that of the index, subscriptions and redemptions, small amounts of cash not being invested in securities and efficient portfolio management techniques. The Funds may each utilise a sampling methodology and optimisation process in the selection of securities and do not fully replicate the index.

## **Risks relating to the use of an index**

Funds which are structured as index tracking funds are subject to potential risks and expenses relating to the actions of the relevant index providers and the accuracy of benchmark indices. There is no guarantee that a relevant index will be accurate.

Index providers typically do not accept any liability for any errors in an index, which may arise from (without limitation) the use of incorrect or incomplete data in compiling the relevant index or failing to properly compile the relevant index in line with the relevant index provider's described methodology for that index. This means that if an index contains an error and a Fund suffers a loss as a result of relying on an incorrect index, the index provider will not be liable to the Fund and the Fund will bear any such losses out of its scheme property.

If an index contains an error it is possible that any such error may not be identified and corrected for some time, and this may increase the Fund's market risk. The likely impact on a Fund which is tracking an incorrect index will depend on the materiality of the error and the length of time before any such error is identified and rectified. Any losses incurred as a result of reliance on an incorrect index, and any costs incurred in rectifying and rebalancing the Fund's portfolio, will be taken from the relevant Fund's scheme property.

Funds which track an index will also be obliged to track any index rebalances where the composition of the index is changed. Although generally index providers schedule index rebalancing exercises in advance, if an index provider undertakes an unscheduled rebalancing of an index, any Fund which tracks such index may accordingly be obliged to adjust its portfolio to reflect the revised index. Any such adjustment exercise will incur unanticipated transaction costs including any capital gains or transaction taxes, which will be borne out of the relevant Fund's scheme property. Unscheduled index rebalances may also increase the risk that the relevant fund's performance deviated from the index, which may increase the relevant fund's market exposure risk.

## **MANAGEMENT AND ADMINISTRATION**

### **Authorised Corporate Director**

The ACD is UBS Asset Management Funds Ltd, which is a private company, limited by shares incorporated in England and Wales on 5 February 1988.

The directors of the ACD and their main business activities are:

E C S Byrne, UBS Asset Management

A K Larkin, UBS Asset Management

A Aziz, UBS Asset Management

P Davis, non-executive director

J C Stannard, non-executive director

**Registered Office and Head Office:** 5 Broadgate, London EC2M 2QS

**Ultimate holding company:** UBS Group AG, a company incorporated under the laws of Switzerland

**Share Capital:** Issued and paid up: £26,000,000

The ACD is the authorised corporate director of UBS Investment Funds ICVC, UBS Investment Funds ICVC II, UBS Investment Funds ICVC III, UBS Investment Funds ICVC IV and UBS Investment Funds ICVC V, all open-ended investment companies with variable capital.

The ACD is responsible for managing and administering the Company's affairs in compliance with the COLL Sourcebook. The ACD delegates certain investment management services to UBS Asset Management (UK) Ltd. The ACD delegates certain administration functions to JP Morgan Chase Bank and J.P. Morgan Europe Limited, subject to the rules in the COLL Sourcebook.

The ACD has appointed Northern Trust Global Services Limited to provide registration services for all Share Classes and Funds.

The ACD has delegated the Fund Accounting and OTC Derivatives services to J.P.Morgan Europe Limited ("the Fund Accounting and OTC Derivatives Agreement").

### **Terms of appointment:**

The appointment of the ACD has been made under an agreement dated 12<sup>th</sup> May 2004 between the Company and the ACD ("the ACD Agreement").

The ACD Agreement provides that the appointment of the ACD may be terminated on 12 months' written notice being given to the other by either the ACD or the Company, provided that the notice period does not expire prior to the third anniversary of the ACD Agreement or immediately in certain circumstances, by notice in writing being given by the ACD to the

Company, or by the Depositary or the Company to the ACD. Termination cannot take effect until the FCA has approved the change of director.

The ACD is entitled to its pro rata fees and expenses to the date of termination and any additional expenses necessarily incurred in settling or realising any outstanding obligations. No compensation for loss of office is provided for in the agreement. The ACD Agreement provides indemnities to the ACD except in the case of any matter arising as a direct result of its negligence, fraud or wilful default in the performance of its duties and obligations.

The ACD is under no obligation to account to the Depositary or the Shareholders for any profit it makes on the issue or reissue of Shares or cancellation of Shares that it has redeemed. The fees to which the ACD is entitled are set out in the Fees and Expenses section of this Prospectus.

### **ACD's remuneration policy:**

The ACD has adopted a remuneration policy, the objectives of which are to ensure that the remuneration is in line with the applicable regulations, and more specifically with the provisions defined under (i) Alternative Investment Fund Managers (AIFM) Directive 2011/61/EU transposed into the Alternative Investment Fund Managers Regulations 2013; (ii) the Undertakings for Collective Investment in Transferable Securities (UCITS) Directive 2014/91/EU (the UCITS V Directive) transposed into the Undertakings for Collective Investment in Transferable Securities Regulations 2016, the AIFM Remuneration Code SYSC 19B, the UCITS Remuneration Code SYSC 19E and (ii) the ESMA guidelines on sound remuneration policies under the UCITS Directive and AIFMD published on 31 March 2016 (the Guidelines); and to comply with the UBS Remuneration policy framework. Such remuneration policy is reviewed at least annually.

The remuneration policy is intended to discourage excessive risk taking, contain measures to avoid conflicts of interest, be consistent with sound and effective risk management and with the UBS Group business strategy, objectives and values. This approach furthermore focuses on:

- The assessment of performance which is set in a multi-year framework appropriate to the holding periods recommended to the investors of the sub-funds in order to ensure that the assessment process is based on the longer-term performance of the sub-fund and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period;
- The remuneration of all staff members is appropriately balanced between fixed and variable elements. The fixed component of the remuneration represents a sufficient high proportion of the total remuneration and allows a fully flexible bonus strategy, including the possibility to pay no variable remuneration component. The fixed remuneration is determined by taking into consideration the role of the individual employee, including responsibility and job complexity, performance and local market conditions. It is also to be

noted that the company may, on its own discretion, offer fringe benefits to some employees which are an integral component of the fixed remuneration;

Any relevant disclosures shall be made in the annual reports of the ACD in accordance with the provisions of the UCITS V Directive.

Investors can find more details about the remuneration policy, including, but not limited to, the description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits are available on [https://www.ubs.com/uk/en/asset\\_management/investors/publications.html](https://www.ubs.com/uk/en/asset_management/investors/publications.html).

A paper copy of such document is available free of charge from the ACD upon request.

### **The Depositary**

NatWest Trustee and Depositary Services Limited is the depositary of the Company.

The Depositary is incorporated in England as a private limited company. The registered and head office of the Depositary is at 250 Bishopsgate, London EC2M 4AA. The ultimate holding company of the Depositary is the Royal Bank of Scotland Group plc, which is incorporated in Scotland. The principal business activity of the Depositary is the provision of trustee and depositary services.

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

In accordance with applicable laws (including the FCA Handbook), the Depositary is required to:

- ensure that: (i) the sale, issue, repurchase, redemption and cancellation of Shares; and (ii) the calculation of the Share price, is carried out in accordance with applicable laws (including the FCA Handbook), the Instrument of Incorporation and this Prospectus;
- carry out the instructions of the ACD (unless such instructions conflict with applicable laws (including the FCA Handbook), the Instrument of Incorporation and this Prospectus);
- ensure that, in transactions involving the Scheme Property, any consideration is remitted to the relevant Fund within the usual time limits;
- ensure that the income of the Company is applied in accordance with applicable laws (including the FCA Handbook), the Instrument of Incorporation and this Prospectus;

- ensure that the cash flows of the Company are properly monitored and that: (i) all payments made by or on behalf of applicants subscribing for Shares have been received; and (ii) all cash is booked in cash accounts in accordance with the FCA Handbook;
- hold in custody the Company's Custodial Assets in the Depositary's books within segregated accounts opened in the name of the Company or the ACD (acting on behalf of the Company) and, in respect of other assets (that are not the Company's Custodial Assets), verifying the ownership of such assets and maintaining records accordingly; and
- provide the ACD on a regular basis with a comprehensive inventory of all of the assets comprising the Scheme Property.

The Depositary or the sub-custodian may hold financial instruments in fungible or omnibus accounts and in order to facilitate timely settlement of trades financial instruments may be used by the sub-custodian for the account of another client of the sub-custodian and vice versa. The use of omnibus accounts gives rise to a potential risk that there could be a shortfall in the Fund assets held in such an account should the total of the Fund assets be less than the aggregate entitlement of the Company. It is expected that such risks will be mitigated by the sub-custodian's trade matching and reconciliation processes however in the event of an irreconcilable shortfall, the affected clients would bear the risk of any shortfall on a pro-rata basis and the Company may not recover all the Fund assets.

#### **Terms of appointment:**

The appointment of the Depositary has been made under an agreement between the Company, the ACD and the Depositary (the "Depositary Agreement").

The Depositary Agreement may be terminated on three months' written notice by the Depositary or the Company or immediately in certain circumstances but such notice may only take effect upon the appointment of a new depositary. However, the Company may not terminate the appointment of the Depositary, and the Depositary may not retire, unless and until a successor depositary has been appointed.

Under the Depositary Agreement, the Depositary is free to render similar services to others and the Depositary, the Company and the ACD are subject to a duty not to disclose confidential information. The powers, duties, rights and obligations of the Depositary, the Company and the ACD under the Depositary Agreement shall, to the extent of any conflict, be overridden by the FCA Rules.

Under the Depositary Agreement the Depositary will be liable to the Company for any loss of financial instruments held in Custody or for any liabilities incurred by the Company as a result of the Depositary's negligent or intentional failure to fulfil its obligations. However, the Depositary Agreement excludes the Depositary from any liability except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence in the performance or non-performance of its obligations. It also provides that the Company will indemnify the Depositary for any loss suffered in the performance or non-performance of

its obligations except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence on its part.

The fees to which the Depositary is entitled are set out in the Fees and Expenses section of this Prospectus.

### **Delegation of the Depositary's custody and other functions:**

Subject to certain conditions set out in the COLL Sourcebook, the Depositary may delegate its custody and certain other duties as depositary to a third party. The Depositary has appointed pursuant to a written agreement JPMorgan Chase Bank N.A. (the "**Custodian**") to provide certain custody services to the Depositary in respect of the Scheme Property.

The Custodian may appoint sub-delegates to provide custody services in respect of the Scheme Property, provided that any such sub-delegation complies with the COLL Sourcebook and the terms of the Custodian's appointment by the Depositary.

A list of the Custodian's sub-delegates (as at the date of this Prospectus) is set out in Appendix V. Up-to-date information concerning the Depositary's custody arrangements (including a description of the safekeeping duties delegated, a summary of any conflicts of interest that may arise from such delegation, and the identity of any custodians and sub-custodians) may be available from time to time from the Depositary. A paper copy of this information is also available (free of charge) on request.

Generally, any third party to whom custody functions are to be delegated must be subject to effective prudential regulation (including minimum capital requirements) and regulatory supervision in the jurisdiction concerned. However, the Depositary may delegate (or permit the Custodian to sub-delegate) safekeeping duties to an entity that does not satisfy these requirements if: (i) the law of the relevant jurisdiction requires the financial instrument to be held in custody by a local entity; (ii) no other local entity satisfies these requirements; and (iii) the Depositary (or the Custodian, as applicable) delegates its functions to such entity only to the extent required by the legal constraints of that jurisdiction and for so long as there is no local entity that satisfies the requirements. The ACD's prior consent to such delegation must be obtained before such delegation arrangements become effective. The ACD may consent to such a delegation where (for example) the investment policy of a particular Fund permits the ACD to seek investment opportunities in emerging markets, and the custody arrangement is necessary in order for the Fund to gain exposure to appropriate investment opportunities in such markets. In these circumstances, there may be a risk that the custody practices and regulations in the relevant jurisdiction do not provide the same standard of protection as that provided under the FCA Rules.

The Depositary's liability to the Company will not be affected by any delegation of its functions to a third party.

The Depositary may: (i) perform its functions through a branch in another EEA State; and (ii) use the services of a CSS when carrying out its functions on behalf of the Company,



and this not regarded as a delegation by the Depositary for the purposes of the COLL Sourcebook.

### **Depositary's responsibility:**

As a general rule, and in accordance with applicable laws (including the FCA Handbook) in the event of a loss of any financial instrument held in custody (determined in accordance with the UCITS Directive, and in particular Article 18 of the UCITS Regulation), the Depositary will be required to return to the Company financial instruments of identical type and corresponding amount without undue delay.

However, the Depositary will generally not be responsible to the Company or the Shareholders for the loss of any financial instrument held in custody if the Depositary can prove that all of the following conditions are met: (i) the circumstances which led to the loss are not the result of an act or omission of the Depositary (or, if relevant, the Custodian or any sub-custodian to whom safekeeping of the financial instrument has been delegated); (ii) the Depositary could not reasonably have prevented the occurrence of the event which led to the loss, despite adopting all precautions incumbent on a diligent depositary under common industry practice; (iii) the Depositary could not reasonably have prevented the loss despite rigorous and comprehensive due diligence as documented in accordance with the UCITS Directive.

The Depositary will be responsible to the Company for all other losses suffered by the Fund arising from the Depositary's negligence or intentional failure to properly fulfil its obligations pursuant to the UCITS Directive.

Shareholders may invoke the liability of the Depositary directly or indirectly through the Company, provided that this does not lead to the duplication of redress or to the unequal treatment of shareholders.

Subject to the OEIC Regulations and the COLL Sourcebook the Depositary Agreement provides indemnities to the Depositary against liabilities incurred by the Depositary in the proper performance of its duties in accordance with the terms of the Depositary Agreement.

### **The Investment Manager**

The ACD has appointed UBS Asset Management (UK) Ltd to provide investment management and advisory services to the ACD in respect of all of the Funds set out above. UBS Asset Management (UK) Ltd's registered office is at 5 Broadgate, London EC2M 2QS. The Investment Manager is a member of the same group of companies as the ACD.

The principal activity of UBS Asset Management (UK) Ltd is the provision of investment management services. UBS Asset Management (UK) Ltd is authorised and regulated in the conduct of investment business by the Financial Conduct Authority.

### **Terms of appointment:**

UBS Asset Management (UK) Ltd was appointed by an agreement dated 11<sup>th</sup> May 2004 between the ACD and UBS Asset Management (UK) Ltd ("the Investment Management Agreement").

Subject to appropriate controls imposed by the ACD, all relevant law and regulation, this Prospectus and the Instrument of Incorporation, the Investment Manager has discretion to take day-to-day investment decisions and to deal in investments in relation to the investment management of the Company, without prior reference to the ACD. The Investment Manager may delegate any of its functions to third parties (including associates) and shall give the ACD written notice of any such delegation which involves the exercise of its discretionary investment management powers. The Investment Manager may delegate any of its discretionary investment management powers to associates of the Investment Manager.

Under the Investment Management Agreement the ACD provides indemnities to the Investment Manager (except in the case of any matter arising as a direct result of its fraud, negligence, or wilful default). The ACD may be entitled under the indemnities in the ACD Agreement to recover from the Company amounts paid by the ACD under the indemnities in the Investment Management Agreement.

The Investment Management Agreement may be terminated on three months' written notice being given to the other by the Investment Manager or the ACD after an initial period of three months or immediately in certain circumstances.

### **The Auditors**

The auditors of the Company are Ernst & Young LLP of 1 More London Place, London SE1 2AF.

### **Legal advisers**

The Company is advised by Eversheds Sutherland (International) LLP of One Wood Street, London EC2V 7WS.

### **Register of Shareholders**

The Register of Shareholders may be inspected during normal business hours by any Shareholder or any Shareholder's duly authorised agent, at the office of Northern Trust Global Services Limited at PO BOX 3733, Wootton Bassett, Swindon, E14 5NT.

### **Conflicts of interest**

In carrying out their respective functions for the Company, the ACD and the Depositary are each required by the COLL Sourcebook to act honestly, fairly, professionally and independently, and solely in the interests of the Company and its Shareholders.

**The ACD and its associates:**

The FCA Handbook contains various requirements relating to transactions entered into between the Company and the ACD, the Investment Manager and the 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 (including the Investment Manager and/or the Investment Adviser), may be voidable at the instance of the Company in certain circumstances. The ACD has a conflicts of interest policy which sets out a summary of the process for identification and management for potential material conflicts of interest, together with a summary of the oversight process.

The ACD, the Investment Manager and other companies within the UBS group may, from time to time, act as investment managers or advisers to other funds or sub-funds that follow similar investment objectives to those of the Funds. It is therefore possible that the ACD and/or the Investment Manager may in the course of their business have potential conflicts of interest with the Company or a particular Fund or between the Company and other funds managed by the ACD. Each of the ACD and the Investment Manager will, however, have regard in such event to its obligations under the ACD Agreement and the Investment Management Agreements respectively, the ACD's conflicts of interest policy and, in particular, to its obligation to act in the best interests of the Company so far as practicable, having regard to its obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise. Where a conflict of interest cannot be avoided, or sufficiently managed in accordance with the ACD's conflict of interest policy, the ACD and the Investment Manager will ensure that the Company and other collective investment schemes it manages are fairly treated.

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

**The Depositary:**

The Depositary must not carry out activities with regards to the Company or the ACD (the ACD acting on behalf of the Company) that may create conflicts of interest between the Company, the Shareholders, the ACD and the Depositary unless:

- the Depositary has properly identified any such potential conflicts of interest;
- the Depositary has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks; and
- the potential conflicts of interest are properly managed, monitored and disclosed to Shareholders.

The Depositary maintains a conflicts of interest policy to address these issues.

The Depositary may, from time to time, act as the depositary of other open-ended investment companies with variable capital and as trustee or custodian of other collective investment schemes. It is therefore possible the Depositary, and its members, directors, officers, agents or employees, may in the course of business have potential conflicts of interest with the Company and its Funds. The Depositary will at all times have regard in such event to its obligations to the Company and will endeavour to ensure that such conflicts are resolved fairly.

The ACD may also be a client or counterparty of the Depositary or its affiliates.

Up-to-date information on the Depositary, its duties, any conflicts that may arise, the safe-keeping functions delegated by the Depositary, the list of delegates and sub-delegates and any conflicts of interest that may arise from such a delegation will be made available to Shareholders on request.

## **FEES AND EXPENSES**

### **General**

The fees, costs and expenses relating to the authorisation and incorporation and establishment of the Company, the offer of Shares, the preparation and printing of this Prospectus and the fees of the professional advisers to the Company in connection with the offer will be borne by the ACD or another company in the UBS group. The costs incurred in connection with the authorisation of any new Fund may be borne by the Fund.

The Company may pay out of the property of the Company any liabilities arising on the unitisation, amalgamation or reconstruction of the Company or of any Fund.

All fees or expenses payable by a Shareholder or out of the Scheme Property are set out in this section. The Company may also pay out of the property of the Company charges and expenses incurred by the Company, which will include the following expenses:

1. the fees and expenses payable to the ACD (which will include the fees and expenses payable to the Investment Manager), to the Depositary and to the Custodian;
2. the fees and expenses payable in respect of Fund Administration (including fund accounting costs), unless otherwise specified in this Prospectus;
3. any costs in respect of the preparation and calculation of the net asset value and prices of Shares in the Funds and the publication and circulation thereof (including the costs of electronic data/ information sources) and the costs of obtaining fund ratings and benchmarks;
4. expenses incurred in acquiring and disposing of investments;
5. the fees and expenses of the auditors;
6. the fees and expenses of tax advisers, legal advisers and other professional advisers of the company, including (for the avoidance of doubt) any legal costs arising from any Shareholder action;
7. costs incurred in taking out and maintaining any insurance policy in relation to the Company and/or its Directors;
8. any costs incurred in the preparation, modification, translation, production (including printing) and distribution of annual, half yearly or other reports or information provided for Shareholders, accounts, statements, contract notes and other like documentation, any Prospectuses, Key Investor Information Documents (apart from the costs of distributing any Key Investor Information Document or any other pre-contractual disclosure required by law or regulation), any instrument of incorporation, ACD Agreement and any costs incurred as a result of periodic updates

of or changes to any prospectus or instrument of incorporation and any other administrative expenses;

9. expenses incurred in company secretarial duties, including the cost of minute books and other documentation required to be maintained by the Company;
10. the costs of convening and holding Shareholder meetings, where the ACD considers it to be in the interests of Shareholders or when the meeting is called by Shareholders (including meetings of Shareholders in any particular Fund and a particular Class within a Fund);
11. certain liabilities on amalgamation or reconstruction arising where the property of a body corporate or another collective investment scheme is transferred to the Depositary in consideration for the issue of Shares to the shareholders in that body or to participants in that other scheme in accordance with the COLL Sourcebook;
12. taxation and duties payable by the Company;
13. interest on and charges incurred in borrowings, stock lending arrangements or other permitted transactions;
14. any amount payable by the Company under any indemnity provisions contained in the Instrument of Incorporation or any agreement with any functionary of the Company;
15. fees of the FCA under the Financial Services and Markets Act 2000 and the corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which Shares are or may lawfully be marketed;
16. any payments otherwise due by virtue of the COLL Sourcebook.
17. the costs and expenses of any systems providing functionalities and data for risk calculations;
18. all costs incurred in communicating with investors; and
19. for the UBS FTSE RAFI Developed 1000 Index Fund, UBS MSCI World Minimum Volatility Index Fund and the UBS MSCI World Quality Index Fund, the fees payable in relation to any index used (such fees to be paid either directly to the relevant index provider or to the Manager where the Manager has been invoiced directly in respect of the relevant fees).

Details of the fees and charges payable by the Funds are presented in the following sections of the Prospectus. In respect of the UBS FTSE RAFI Developed 1000 Index Fund Class C Shares, 0.30% of the Net Asset Value of the Class represents the total fees and expenses (including the management charge) borne by the Class. The ACD will reimburse the Class with any costs and expenses (except for the management charge itself) that may be

incurred by the Class over and above the 0.30%. In respect of the UBS MSCI World Minimum Volatility Index Fund Class C Shares, 0.25% of the Net Asset Value of the Class represents the total fees and expenses (including the management charge) borne by the Class. The ACD will reimburse the Class with any costs and expenses (except for the management charge itself) that may be incurred by the Class over and above the 0.25%.

In respect of the UBS MSCI World Quality Index Fund Class C Shares, 0.25% of the Net Asset Value of the Class represents the total fees and expenses (including the management charge) borne by the Class. The ACD will reimburse the Class with any costs and expenses (except for the management charge itself) that may be incurred by the Class over and above the 0.25%.

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

VAT is payable on these charges where appropriate.

Expenses are allocated between capital and income in accordance with the COLL Sourcebook.

### **Charges payable to the ACD**

In payment for carrying out its duties and responsibilities the ACD is entitled to take an annual fee out of each Fund which is, for each Class, a percentage of the Fund's Net Asset Value. The annual management charge will accrue daily and be paid monthly represented by the Net Asset Value of the Fund calculated on each business day. The valuation used for each day that is not a business day will be the value calculated on the previous business day. The current management charges for the Funds (expressed as a percentage per annum of the Net Asset Value of each Fund) are:

<b>Fund</b>	<b>Class A Shares</b>	<b>Class B Shares</b>	<b>Class C Shares</b>	<b>Class J Shares</b>	<b>Class K Shares</b>	<b>Charges taken from:</b>
UBS European Equity Fund*	1.50%	1.00%	0.75%	1.00%	0.00%	Income
UBS Active Bond Fund**	0.75%	0.40%	N/A	N/A	N/A	Capital
UBS US 130/30 Equity Fund***	1.60%	N/a	N/A	N/A	0.00%	Income
UBS US Growth Fund	1.00%	1.00%	0.75%	1.00%	0.00%	Income

<b>Fund</b>	<b>Class A Shares</b>	<b>Class B Shares</b>	<b>Class C Shares</b>	<b>Class J Shares</b>	<b>Class K Shares</b>	<b>Charges taken from:</b>
UBS Asian Consumption Fund****	1.50%	1.00%	0.75%	1.00%	0.00%	Income
UBS Emerging Markets Equity Income Fund	1.00%	1.00%	0.75%	1.00%	0.00%	Capital
UBS FTSE RAFI Developed 1000 Index Fund	N/A	N/A	0.30%* ****	0.04%	0.00%	Income
UBS MSCI World Minimum Volatility Index Fund	N/A	N/A	0.25%* *****	0.04%	0.00%	Income
UBS MSCI World Quality Index Fund	N/A	N/A	0.25%* *****	0.045%	0.00%	Income

Should there be insufficient income to cover the deduction of the annual management charge the fee may be taken from capital.

The current annual fee payable to the ACD for a Class may only be increased in accordance with the COLL Sourcebook and after the ACD has made available a revised Prospectus showing the new rate of charge and its commencement date.

The ACD is also entitled to all reasonable, properly documented, out of pocket expenses incurred in the performance of its duties which may include legal and professional expenses of the ACD in relation to the proper performance of the ACD's duties under the ACD Agreement, or related to documents amending the ACD Agreements, all postage and communication costs incurred in the proper performance of duties under the ACD Agreement and all expenses incurred in notarising documents. If a Class's expenses in any period exceed its income the ACD may take that excess from the capital property attributable to that Class.

\* With effect from 5 September 2013, this Fund was closed to investors.

\*\* With effect from 11 November 2013, this Fund was closed to investors.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.



\*\*\*\*\* For UBS FTSE RAFI Developed 1000 Index Fund Class C Shares, 0.30% of the Net Asset Value of the Class represents the total fees and expenses (including the management charge) borne by the Class. The ACD will reimburse the Class with any costs and expenses (except for the management charge itself) that may be incurred by the Class over and above the 0.30%.

\*\*\*\*\* For UBS MSCI World Minimum Volatility Index Fund Class C Shares, 0.25% of the Net Asset Value of the Class represents the total fees and expenses (including the management charge) borne by the Class. The ACD will reimburse the Class with any costs and expenses (except for the management charge itself) that may be incurred by the Class over and above the 0.25%.

\*\*\*\*\* For UBS MSCI World Quality Index Fund Class C Shares, 0.25% of the Net Asset Value of the Class represents the total fees and expenses (including the management charge) borne by the Class. The ACD will reimburse the Class with any costs and expenses (except for the management charge itself) that may be incurred by the Class over and above the 0.25%.

### **Transfer Agency and Registrar Fees**

For each Fund, the Company will be charged the following ongoing and registration expenses:

- a) fees and expenses in respect of establishing and maintaining the Register of Shareholders (and any plan sub-register) and related functions;
- b) expenses incurred in producing, distributing and dispatching income and other payments to Shareholders;

For Class A, B and C Shares the charge will be up to 0.15% to cover Transfer Agent and Registrar's costs. In respect of UBS FTSE RAFI Developed 1000 Index Fund Class C Shares, and UBS MSCI World Minimum Volatility Index Fund Class C Shares and the UBS MSCI World Quality Index Fund, the charge is dealt with as set out under the 'Fees and expenses' section above. For Class J and K Shares the charge will be up to 0.07% to cover Transfer Agent and Registrar's costs.

The charge will accrue daily and be paid monthly represented by the Net Asset Value of the Fund calculated on each business day. The valuation used for each day that is not a business day will be the value calculated on the previous business day.

### **Fund Administration Fees**

For each Fund, the Company will be charged an administration fee for pricing and accounting services based on a rate of between 0.005% and 0.06% (plus VAT), but subject to a minimum £12,500 per annum. In respect of UBS FTSE RAFI Developed 1000 Index Fund Class C Shares, and UBS MSCI World Minimum Volatility Index Fund Class C Shares and the UBS MSCI World Quality Index Fund, the charge is dealt with as set out under the 'Fees and expenses' section above.

### **Investment Manager's fee**

The Investment Manager's fees and expenses (plus VAT where applicable) for providing investment management and investment advisory services will be paid by the ACD out of its remuneration under the ACD Agreement.

The Investment Manager acting as agent for the Company may instruct the lending of stock from the Funds. Where this is done, the Investment Manager is entitled to deduct a fee of, currently, 35% of the fee earned on the stock lending transaction.

### **Dealing Arrangements**

The Investment Manager may make use of arrangements to enable it to obtain execution services which are beneficial to the Funds, both from counterparties and third parties. All transactions undertaken and the services provided under these arrangements in respect of the Funds will be subject to FCA rules and to the fundamental rule of providing best execution to the Funds. The benefits provided under any such arrangements must be those which assist in the provision of investment services to the Funds. Details of any such arrangements, if any, and a copy of the Investment Manager's policy on dealing arrangements will be made available on request.

### **Depositary's and Custodians' fees**

The Depositary receives for its own account a periodic fee which will accrue daily and is payable monthly on the last business day in each calendar month in respect of that day and the period since the last business day in the preceding month and is payable within seven days after the last business day in each month. The rate of the periodic fee is agreed between the ACD and the Depositary and is currently 0.01250% per annum on the first £100 million and then 0.0090% on the remainder, per annum, of the value of relevant fund, represented by the Net Asset Value of the Fund calculated on each business day. In respect of UBS FTSE RAFI Developed 1000 Index Fund Class C Shares, UBS MSCI World Minimum Volatility Index Fund Class C Shares and the UBS MSCI World Quality Index Fund, the fee is dealt with as set out under the 'Fees and expenses' section above.

The Depositary charges a minimum fee per Fund of £7,500 per annum.

These rates can be varied from time to time in accordance with the FCA Handbook.

The first accrual in relation to any Fund will take place in respect of the period beginning on the day on which the first valuation of that Fund is made and ending on the last business day of the month in which that day falls.

In addition to the periodic fee referred to above, the Depositary shall also be entitled to be paid transaction and custody charges in relation to transaction handling and safekeeping of the Scheme Property as follows:

<b>Item</b>	<b>Range</b>
Transaction Charges	£3 to £100.
Custody Charges	0.002% to 0.5%.

These charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable, and in any event not later than the last business day of the month when such charges arose or as otherwise agreed between the Depositary and the ACD. Custody charges accrue and are payable as agreed from time to time by the ACD and the Depositary.

Where relevant, the Depositary may make a charge for (or otherwise benefit from) providing services in relation to: distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions, in relation to the Fund and may purchase or sell or deal in the purchase or sale of Scheme Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the FCA Handbook.

The Depositary will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Instrument, the FCA Handbook or by the general law.

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

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

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

### **Allocation of fees and expenses between Funds**

All the above fees, duties and charges (other than those borne by the ACD) will be charged to the Fund in respect of which they were incurred. Where an expense is not considered to be attributable to any one Fund, the expense will normally be allocated to all Funds pro rata to the value of the Net Asset Value of the Funds, although the ACD has discretion to allocate these fees and expenses in a manner that it considers fair to Shareholders generally.

## **INSTRUMENT OF INCORPORATION**

The Instrument of Incorporation of the Company (which is available for inspection at the ACD's offices at 5 Broadgate, London EC2M 2QS) contains provisions to the following effect:

### **1. Share capital**

- (a) The Company may from time to time issue Shares of different Classes in respect of a Fund, and the Directors may by resolution from time to time create additional Classes in respect of a Fund (whether or not falling within one of the Classes in existence on incorporation).
- (b) The Directors may by resolution from time to time create additional Funds with such investment objectives and such restrictions as to geographic area, economic sector, monetary zone or category of transferable security, and denominated in such currencies, as the Directors from time to time determine.
- (c) The special rights attaching to a Class are not (unless otherwise expressly provided by the conditions of issue of such Shares) deemed to be varied by:
  - (i) the creation, allotment or issue of further Shares of any Class ranking *pari passu* with them;
  - (ii) the switch of Shares of any Class into Shares of another Class;
  - (iii) the creation, allotment, issue or redemption of Shares of another Class within the same Fund, provided that the interests of that other Class in the Fund represent fairly the financial contributions and benefits of Shareholders of that Class;
  - (iv) the creation, allotment, issue or redemption of Shares of another Fund;
  - (v) the exercise by the Directors of their powers to re-allocate assets, liabilities, expenses, costs or charges not attributable to one Fund only or to terminate a Fund; or
  - (vi) the passing of any resolution at a meeting of another Fund which does not relate to the Fund in which the Class is interested.

## 2. **Transfer of Shares**

- (a) All transfers of registered Shares must be effected by transfer in writing in any usual or common form or in any other form as may be approved by the Directors.
- (b) A single instrument of transfer may not be given in respect of more than one Class.
- (c) In the case of a transfer to joint holders, the number of joint holders to whom a Share is to be transferred may not exceed four.
- (d) The Company may refuse to register a transfer of Shares unless an SDRT provision has been paid.
- (e) Gross shares are available only to certain categories of investors, and prospective investors in these Shares must complete the appropriate declaration (copies of which may be obtained from the ACD) and return it to the ACD, or provide the ACD with suitable evidence of eligibility to receive income gross, before the gross Shares can be transferred.

## 3. **Income**

The following provisions apply in respect of Shares in issue in the Funds:

- (a) An allocation of income (whether annual or interim) to be made in respect of each Share issued by the Company or sold by the ACD during the accounting period in respect of which that income allocation is made shall be of the same amount as the allocation to be made in respect of the other Shares of the same Class issued in respect of the same Fund. This may include a capital sum ("income equalisation") representing the ACD's best estimate of the amount of income included in the price of that Share. This may be either the actual amount of income included in the issue price of that Share or an amount arrived at by taking the aggregate of the amounts of income included in the price in respect of all Shares of that Class bought or redeemed by Shareholders in the accounting period in question and dividing that aggregate amount by the number of such Shares and applying the resultant average to each of the Shares in question.
- (b) Each allocation of income made in respect of any Fund at a time when more than one Class is in issue in respect of that Fund shall be done by reference to the relevant Shareholders' proportionate interests in the property of the Fund in question. These will be ascertained for each Class as follows:
  - (i) A notional account will be maintained for each Class. Each account will be referred to as a "Proportion Account".

- (ii) The word "proportion" in this context means the proportion that the balance on a Proportion Account at the relevant time bears to the balance on all the Proportion Accounts of a Fund at that time. The proportionate interest of a Class of Share in the assets and income of a Fund is its "proportion".
- (iii) There will be credited to a Proportion Account:
- the subscription money (excluding any initial charges or anti dilution levy or dilution adjustment) for the issue of Shares of the relevant Class;
  - that Class's proportion of the amount by which the Net Asset Value of the Fund exceeds the total subscription money for all Shares in the Fund;
  - that Class's proportion of the Fund's income received and receivable; and
  - any notional tax benefit under paragraph (v) below.
- (iv) There will be debited to a Proportion Account:
- the redemption payment for the cancellation of Shares of the relevant Class;
  - the Class's proportion of the amount by which the Net Asset Value of the Fund falls short of the total subscription money for all Shares in the Fund;
  - all distributions of income (including equalisation) made to Shareholders of that Class;
  - all costs, charges and expenses incurred solely in respect of that Class;
  - that Class's share of the costs, charges and expenses incurred in respect of that Class and one or more other Classes in the Fund, but not in respect of the Fund as a whole;
  - that Class's share of the costs, charges and expenses incurred in respect of or attributable to the Fund as a whole;
  - any SDRT charge; and
  - any notional tax liability under paragraph (v).

- (v) Any tax liability in respect of the Fund and any tax benefit received or receivable in respect of the Fund will be allocated between Classes in order to achieve, so far as possible, the same result as would have been achieved if each Class were itself a Fund so as not materially to prejudice any Class. The allocation will be carried out by the ACD after consultation with the Company's auditors.
- (vi) Where a Class is denominated in a currency that is not the base currency of the Company, the balance on the Proportion Account shall be converted into the base currency of the Company in order to ascertain the proportions of all Classes. Conversions between currencies shall be 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.
- (vii) The Proportion Accounts are memorandum accounts maintained for the purpose of calculating proportions. They do not represent debts from the Company to Shareholders or the other way round.

Each credit and debit to a Proportion Account shall be allocated to that account on the basis of that Class's proportion immediately before the allocation. All such adjustments shall be made as are necessary to ensure that on no occasion on which the proportions are ascertained is any amount counted more than once.

When Shares are issued thereafter each such Share shall represent the same proportionate interest in the Property of the relevant Fund as each other Share of the same type and class then in issue in respect of that Fund.

The Company may adopt a method of calculating the amount of income to be allocated between the Shares in issue (or the Shares in issue in respect of any Fund) which is different to that set out in paragraph 3(b) above provided that the ACD is satisfied that such method is fair to Shareholders and that it is reasonable to adopt such method in the given circumstances.

#### **4. Number of Directors**

Unless otherwise determined by an extraordinary resolution of Shareholders the number of Directors shall not at any time exceed one (as is currently the case and that single director is the ACD).

#### **5. Removal of ACD**

The Company may by ordinary resolution remove the ACD before the expiry of its period of office, notwithstanding any provisions in the Instrument of Incorporation or in any agreement between the Company and the ACD, but the removal will not



take effect until the FCA has approved the ACD's removal and a new ACD approved by the FCA has been appointed.

**6. Proceedings at General Meetings**

- (a) Prior to each general meeting a Director other than the ACD or an associate of the ACD, or if no such nomination is made, the Depositary, shall nominate an individual to act as chairman and if that person is not present within fifteen minutes (which shall be deemed a reasonable time) after the time appointed for holding the meeting or is not willing to act, the Shareholders present shall choose one of their number to be chairman of the meeting.
- (b) The chairman of any quorate general meeting may with the consent of the general meeting adjourn the meeting from time to time (or without date) and from place to place, and if he is directed by the general meeting to adjourn he must do so. No business can be transacted at an adjourned general meeting that might not lawfully have been transacted at the meeting from which the adjournment took place.
- (c) The Shareholders have rights under the COLL Sourcebook to demand a poll. In addition to these rights, a poll may be demanded by the chairman of the meeting or by the ACD on any resolution put to the vote of a general meeting.
- (d) Unless a poll is required, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book or computer record of proceedings will be conclusive evidence of that fact. If a poll is required, it shall be taken in such manner as the chairman may direct.
- (e) The chairman may take any action he reasonably considers appropriate and not in contravention of any of the provisions of the Prospectus or the Instrument of Incorporation for, for example, the safety of people attending a general meeting, the proper and orderly conduct of the general meeting or in order to reflect the wishes of the majority.

**7. Corporations acting by representatives**

- (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 may by resolution of its directors or other governing body authorise such individual as it thinks fit to act as its representative (but not the Depositary's 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.

**8. Class meetings and Fund meetings**

The provisions of the Instrument of Incorporation relating to meetings shall apply to Class meetings and Fund meetings in the same way as they apply to general meetings.

**9. Instrument of Incorporation**

- (a) The Instrument of Incorporation may be amended by resolution of the ACD to the extent permitted by the COLL Sourcebook.
- (b) In the event of any conflict arising between any provision of the Instrument of Incorporation and the Regulations, the Regulations will prevail.

**10. Indemnity**

The Instrument of Incorporation contains provisions indemnifying the Directors, other officers and the Company's auditors against liability in certain circumstances otherwise than in respect of their negligence, default, breach of duty or breach of trust, and indemnifying the Depositary against liability in certain circumstances otherwise than in respect of its failure to exercise due care and diligence.

## **SHAREHOLDER MEETINGS AND VOTING RIGHTS**

### **Annual general meeting**

The Company has elected to dispense with annual general meetings with effect from 19 August 2006.

### **Class and Fund meetings**

The provisions below, unless the context otherwise requires, apply to Class meetings and meetings of Funds as they apply to general meetings of the Company, but by reference to Shares of the Class or Fund concerned and the Shareholders and value and prices of such Shares.

### **Requisitions of meetings**

The ACD may requisition a general meeting at any time.

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

### **Notice and quorum**

Shareholders will receive at least fourteen days' notice of a general meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy. If after a reasonable time from the time set for an adjourned meeting there is not two Shareholders present in person or by proxy, the quorum for the adjourned meeting shall be one Shareholder entitled to be counted in a quorum present at the meeting. Notices of meetings and adjourned meetings will be sent to Shareholders at their registered addresses.

### **Voting rights**

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

On a poll vote, a Shareholder may vote either in person or by proxy. The voting rights attaching to each Share are such proportion of the voting rights attached to all the Shares in issue that the price of the Share bears to the aggregate price(s) of all the Shares in issue at a date to be determined by the ACD and stated in the notice of the meeting which is a reasonable time before the notice of meeting was sent out.

A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

Except where the COLL Sourcebook or the Instrument of Incorporation of the Company require an extraordinary resolution (which needs at least 75% of the votes cast at the meeting to be in favour if the resolution is to be passed) any resolution required by the COLL Sourcebook will be passed by a simple majority of the votes validly cast for and against the resolution.

Where a resolution (including an extraordinary resolution) is required to conduct business at a meeting of Shareholders and every Shareholder is prohibited under COLL 4.4.8R(4) from voting, a resolution may, with the prior written agreement of the Depositary to the process, instead be passed with the written consent of the shareholder representing 50% or more (or for an extraordinary resolution representing 75%) of the Shares in issue.

The ACD may not be counted in the quorum for a meeting and neither the ACD nor any associate (as defined in the COLL Sourcebook) of the ACD is entitled to vote at any meeting of the Company 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.

In the case of joint Shareholders, the vote of the most senior who votes, whether in person or by proxy, must be accepted to the exclusion of the votes of the other joint Shareholders. For this purpose seniority must be determined by the order in which the names stand in the register of Shareholders.

“Shareholders” in this context means Shareholders entered on the register at a time to be determined by the ACD and stated in the notice of the meeting which is a reasonable time before the notices of the relevant meeting are sent out.

### **Variation of Class rights**

The rights attached to a Class or Fund may not be varied without the sanction of an extraordinary resolution passed at a meeting of Shareholders of that Class or Fund.

## **TAXATION**

### **General**

**The information given is not exhaustive and does not constitute legal or tax advice. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, switching or disposing of Shares under the laws of the jurisdictions in which they may be subject to tax.**

The following is a general guide based on current United Kingdom law and HM Revenue & Customs practice, both of which are subject to change. It summarises the tax position of the Funds and of investors who are United Kingdom resident (except where otherwise indicated) and hold Shares as investments. It is based on the law, practice and official interpretation currently in effect, all of which are subject to change.

Dividends, interest and capital gains which the Company or any of the Sub-Funds receive with respect to their investments may be subject to taxes, including withholding taxes, in the countries in which the issuers of investments are located. It is anticipated that the Company may not be able to benefit from reduced rates of withholding tax in double taxation agreements between the United Kingdom and such countries. If this position changes in the future and the application of a lower rate results in a repayment to the Company, the Net Asset Value will not be re-stated and the benefit will be allocated to the existing Shareholders rateably at the time of repayment.

### **The Funds**

Each Fund will be treated as a separate entity for United Kingdom tax purposes.

The Funds are generally exempt from United Kingdom tax on capital gains realised on the disposal of investments (including interest-paying securities and derivatives, but excluding certain offshore funds) held within them.

The Funds will each be subject to corporation tax at 20% on income but after deducting allowable management expenses and any interest distributions. The Funds are exempt from taxation on dividends received from United Kingdom companies, overseas dividends (unless the Fund has elected to waive the exemption from tax on specific overseas dividends, in which case those dividends will be treated as taxable income of the Fund) and any part of dividend distributions from authorised unit trusts and United Kingdom open-ended investment companies that represent such dividends. Where a Fund suffers foreign tax on income received, this may normally be deducted from the United Kingdom tax due on that income or treated as an expense.

## **Shareholders**

### *Income: General*

Income will be accumulated or distributed by a Fund as either interest or dividends under UK tax legislation.

In order to accumulate or distribute income as interest for any given accumulation/distribution period, the Fund must satisfy specific provisions in the tax legislation throughout that period. One of the criteria is that throughout the period between income allocation dates more than 60% of the market value of all the investments of the Fund are in debt instruments. Debt instruments include, but are not limited to, money placed at interest, securities other than shares in a company, shares in a building society, investments in another authorised investment fund which itself satisfies similar investment criteria and certain derivative contracts.

A Fund may be launched with the intention to accumulate or distribute income as interest. However, distributions will be paid as dividend distributions if the Fund does not meet the criteria for it to pay interest distributions in respect of one or more distribution periods.

Income which is accumulated by a Fund is, for United Kingdom tax purposes, deemed to be distributed to shareholders on either the distribution date if one is specified or the last day of the Fund's accounting period if a date is not specified.

### *Income: Dividend Distributions*

Dividend distributions will be paid without any deduction of tax at source. For United Kingdom resident individuals, from 6 April 2016 there is no longer a notional tax credit applied to United Kingdom dividend distributions and instead a tax free dividend allowance has been introduced. Dividends received in excess of the dividend allowance will be taxed at the applicable tax rate on dividend income ('basic rate', 'higher rate' or 'additional rate'). For up to date information on the dividend allowance amount and tax band rate applicable for dividend income, as well as further guidance on how the tax is calculated, please refer to [www.gov.uk/tax-on-dividends](http://www.gov.uk/tax-on-dividends).

United Kingdom resident corporate shareholders must split their dividend distributions into franked and unfranked income according to the information on the tax voucher. The amounts will be taxed accordingly.

### *Income: Interest Distributions*

Interest distributions will be paid without any deduction of tax at source. For United Kingdom resident individuals, interest distributions in excess of the allowance for earning interest tax-free will be taxed at the applicable rate of income tax ('basic rate', 'higher rate' or 'additional rate'). The allowance for earning interest tax-free is made up of the personal allowance, the starting rate for savings (depending on other income received) and the

personal savings allowance (depending on the applicable income tax band). For up to date information on the allowance for earning interest tax-free, as well as further guidance on how the interest income will be taxed, please refer to [www.gov.uk/apply-tax-free-interest-on-savings](http://www.gov.uk/apply-tax-free-interest-on-savings).

#### *Income equalisation*

The first income allocation received by an investor after buying Shares may include an amount of income equalisation. This amount reflects the income in the price at which the Shares were acquired and is a capital repayment for United Kingdom tax purposes. The amount should be deducted from the acquisition cost of the Shares in calculating the capital gain on disposal.

#### *Gains*

Shareholders who are resident in the United Kingdom may be liable to capital gains tax on the redemption, transfer or other disposal of the Shares. United Kingdom resident individuals will have to pay capital gains tax on the overall gain in excess of the tax-free allowance (called the annual exempt amount). For up to date information on the annual exempt amount please refer to [www.gov.uk/capital-gains-tax/allowances](http://www.gov.uk/capital-gains-tax/allowances). For information on the capital gains tax rates please refer to [www.gov.uk/capital-gains-tax/rates](http://www.gov.uk/capital-gains-tax/rates).

Capital gains tax will generally apply to a switch of Shares between Funds of the Company. Switches between Share Classes of the same Fund do not always give rise to a disposal for United Kingdom capital gains purposes, except for certain instances including where the conversion is into or out of a currency hedged Share Class or into or out of a non-currency hedged Share Class in which case capital gains tax will apply.

#### *Stamp Duty Reserve Tax*

Following the abolition of stamp duty reserve tax on management dealings in shares in authorised investment funds, there will generally be no charge to stamp duty reserve tax when Shareholders surrender or redeem their Shares. However, where the redemption is satisfied by a non-pro rata in specie redemption, then a charge to stamp duty reserve tax may apply.

#### **Automatic exchange of information for international tax compliance**

The Company (or its agent) will collect and report information about Shareholders and their investments, including information to verify their identity and tax residence.

When requested to do so by the Company or its agent, Shareholders must provide information to be passed on to HM Revenue & Customs, and, by them, to any relevant overseas tax authorities. If a Shareholder does not provide the necessary information, the

Company will be required to report it to HM Revenue & Customs who will in turn report it to the United States' and certain other tax authorities.

This is required by UK legislation implementing its obligations under various intergovernmental agreements relating to the automatic exchange of information to improve international tax compliance (including the international Common Reporting Standard, the United States provisions commonly known as FATCA, and other intergovernmental agreements for the automatic exchange of information).



## **WINDING UP OF THE COMPANY OR A FUND**

The Company or a Fund will not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under the COLL Sourcebook. A Fund may otherwise only be terminated under the COLL Sourcebook.

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

The Company or a Fund may be wound up under the COLL Sourcebook if:

- (a) an extraordinary resolution to that effect is passed by Shareholders; or
- (b) the period (if any) fixed for the duration of the Company or a particular Fund by the Instrument of Incorporation expires, or an event occurs on the occurrence of which the Instrument of Incorporation provides that the Company or a particular Fund is to be wound up (for example, if the share capital of the Company or (in relation to any Fund) the Net Asset Value of the Fund is below its prescribed minimum, 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) the FCA agrees to a request by the ACD for the revocation of the authorisation order in respect of the Company or the relevant Fund.

On the occurrence of any of the above:

- (a) the COLL Sourcebook relating to Valuation and Pricing and Dealing and Investment and Borrowing Powers will cease to apply to the Company or the relevant Fund;
- (b) the Company will cease to issue and cancel Shares in the Company or the relevant Fund and the ACD shall cease to sell or redeem Shares or arrange for the Company to issue or cancel them for the Company or the relevant Fund;

- (c) no transfer of a Share shall be registered and no other change to the Register of Shareholders shall be made without the sanction of the ACD;
- (d) where the Company is being wound up, or a Fund terminated, the Company or the Fund shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company or the termination of the Fund;
- (e) the corporate status and powers of the Company and, subject to (a) and (d) above, the powers of the ACD shall continue until the Company is dissolved.

The ACD shall, as soon as practicable after the Company or the Fund falls to be wound up, realise the assets and meet the liabilities of the Company or the Fund and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up or termination, arrange for the Depositary to make one or more interim distributions out of the proceeds to Shareholders proportionately to their rights to participate in the property of the Company or the Fund. If the ACD has not previously notified Shareholders of the proposal to wind up the Company or terminate the Fund, the ACD shall, as soon as practicable after the commencement of winding up of the Company or the termination of the Fund, give written notice of the commencement to Shareholders. When the ACD has caused all of the property to be realised and all of the liabilities of the Company or the particular Fund to be realised, 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 is sent to Shareholders of any balance remaining in proportion to their holdings in the Company or the particular Fund.

As soon as reasonably practicable after completion of the winding up of the Company or the particular Fund, the Depositary shall notify the FCA that the winding up or termination has been completed.

On completion of a winding up of the Company or the termination of a Fund, the Company will be dissolved or the Fund will be terminated and any money (including unclaimed distributions) still standing to the account of the Company or the Fund, will be paid into court within one month of the dissolution or the termination.

Following the completion of a winding up of either the Company or the termination of a Fund, the ACD must prepare a final account showing how the winding up took place and how the property was distributed. The auditors of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA and to each Shareholder within two months of the completion of the winding up.

## **GENERAL INFORMATION**

### **Accounting periods**

The annual accounting period of the Company ends each year on 31 March (the accounting reference date). The interim accounting period ends each year on 30 September.

### **Income allocations**

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

Distributions of income for each Fund in which income Shares are issued are paid on or before the relevant income allocation date in each year as set out in the table below. Distributions will be made by CHAPS to a shareholder's bank account or where this is not practicable by cheque.

Annual income allocation dates	31 May
Half yearly income allocation date	30 November

Additional income allocation dates:

for UBS Active Bond Fund**	last day of February and 31 August
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\*\* With effect from 11 November 2013, this Fund was closed to investors.

For Funds in which accumulation Shares are issued, income will become part of the capital property of the Fund and will be reflected in the price of each such accumulation Share as at the end of the relevant accounting period.

For those Funds in which income Shares are issued, a facility for the reinvestment of income through the purchase of further income Shares is available. The ACD may make a charge for this facility.

The amount available for distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the account of the relevant Fund in respect of that period, and deducting the charges and expenses of the relevant Fund paid or payable out of income in respect of that accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the Company's auditors as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account and other matters.

If a distribution remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the relevant Fund (or, if that no longer exists, to the Company).

### **Unclaimed cash or assets**

Any cash (except unclaimed distributions which will be returned to the relevant Fund or the Company) or assets due to a Shareholder which are unclaimed by a Shareholder on an account which has not been active for six years (in the case of cash) or twelve years (in the case of assets) will cease to be client money or client assets and may be paid to a registered charity of the ACD's choice. The ACD will take reasonable steps to contact Shareholders in accordance with the requirements set out in the FCA Handbook before the ACD makes any such payment to charity.

If the client money or client asset is equal to or below the 'de minimis level' set by the Client Asset Rules (that is, £25 or less for retail clients and £100 or less for professional clients) then there are fewer requirements for the ACD to fulfil before it may pay the money or asset to charity but it will still attempt to contact investors at least once before doing so. The time periods set out above during which the money or assets may not be 'paid away' to charity continue to apply.

If a claim is made after the monies have been paid away to charity, the ACD undertakes to make good any valid claim made against any cash or assets the ACD has paid to a registered charity.

### **Annual reports**

The annual report of the Company will be published within four months of each annual accounting period and the half yearly report will be published within two months of each interim accounting period and are available free of charge to anyone who requests from the ACD. The annual report and half yearly reports are prepared as both long and short reports. Shareholders will receive copies of the annual and half yearly short reports on publication.

### **Documents of the Company**

The following documents may be inspected free of charge during normal business hours on any business day at the offices of the ACD at 5 Broadgate, London EC2M 2QS:

- (a) the most recent annual and half yearly reports of the Company;
- (b) the most recent version of the Prospectus;
- (c) the most recent version of the Company's simplified prospectus;
- (d) the Instrument of Incorporation (as amended); and

- (e) the ACD agreement referred to under the heading Material Contracts below.

Shareholders may obtain copies of the above documents from the ACD. The ACD may make a charge at its discretion for copies of documents (apart from the most recent versions of the Prospectus, Simplified Prospectus and annual and half yearly long reports of the Company which are available free of charge to anyone who requests)

### **Notices to Shareholders**

All notices or other documents sent by the ACD to a Shareholder will be sent by normal post to the last address notified in writing to the Company by the Shareholder.

### **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 12 May 2004 between the Company and the ACD; and
- (b) the Depositary Agreement dated 8 August 2016 between the Company, the ACD and the Depositary.

Details of the above contracts are given under the heading "Management and Administration".

### **Strategy for the exercise of voting rights**

The ACD has a strategy for determining when and how voting rights attached to ownership of Scheme Property are to be exercised for the benefit of each Fund. A summary of this strategy is available from the ACD upon request, as are the details of the actions taken on the basis of this strategy in relation to each Fund.

### ***Use of Repurchase/Reverse Repurchase and Stocklending Agreements and Management of collateral for OTC financial derivative transactions and efficient portfolio management techniques***

Subject to the conditions and limits set out in the UCITS Directive, a Fund may use repurchase agreements, reverse repurchase agreements and/or stock lending agreements for efficient portfolio management purposes in accordance with the requirements of the FCA and as further described in Appendix II (Investment Management and Borrowing Powers of the Company; Stock Lending). Repurchase agreements are transactions in which one party sells a security to the other party with a simultaneous agreement to repurchase the security at a fixed future date at a stipulated price reflecting a market rate of interest unrelated to the coupon rate of the securities. A reverse repurchase agreement is a transaction whereby a Fund purchases securities from a counterparty and simultaneously commits to resell the securities to the counterparty at an agreed upon date and price. A stock lending arrangement is an arrangement whereby title to the "loaned"

securities is transferred by a "lender" to a "borrower" with the borrower contracting to deliver "equivalent securities" to the lender at a later date.

The following requirements apply to repurchase/reverse repurchase agreements and securities lending agreements:

- (i) Counterparties to a repurchase/reverse repurchase agreement or securities lending agreement will be entities with legal personality typically located in OECD jurisdictions and will be subject to a credit assessment. Where the counterparty is subject to a credit rating by any agency registered and supervised by ESMA, that rating shall be taken into account in the credit assessment. Where a counterparty is downgraded to A2 or below (or comparable rating) by such a credit rating agency, a new credit assessment in respect of the counterparty will be undertaken without delay.
- (ii) The Company must be able at any time to recall any security that has been lent out or terminate any securities lending agreement into which it has entered.
- (iii) When the Company enters into a reverse repurchase agreement it must ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is recallable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the Net Asset Value of the relevant Fund. Fixed-term reverse repurchase agreements that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Company.
- (iv) When the Company enters into a repurchase agreement it must ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered. Fixed-term repurchase agreements that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Company.
- (v) Repurchase/reverse repurchase agreements or securities lending do not constitute borrowing or lending for the purposes of the UCITS Directive.
- (vi) All the revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs/fees, will be returned to the relevant Fund.
- (vii) Any direct and indirect operational costs/fees arising from efficient portfolio management techniques that may be deducted from the revenue delivered to the relevant Fund must not include hidden revenue. Such direct and indirect operational costs/fees will be paid to the entities outlined in the annual report of the Company, which shall indicate if the entities are related to the ACD or the Depositary.

Investors should consult the “Risk Factors” section of the Prospectus for more information on the risks associated with efficient portfolio management.

### ***Management of Collateral***

In the context of OTC financial derivative transactions and efficient portfolio management techniques (as described above), each Fund may receive collateral with a view to reduce its counterparty risk. This section sets out the collateral management applied by the Funds in such cases.

Eligible collateral:

For the purposes of this section, “**Relevant Institutions**” refers to those institutions which are credit institutions authorised in the EEA or credit institutions authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1998 or credit institutions authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

The risk exposures to a counterparty arising from repurchase/reverse repurchase agreements and securities lending agreements (“efficient portfolio management techniques”) shall be combined when calculating the counterparty risk limits set out in Appendix II.

All assets received by a Fund in the context of efficient portfolio management techniques shall be considered as collateral (“**Collateral**”) and must, at all times, meet with the requirements of the UCITS Directive and the following criteria:

- (a) Liquidity: Collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Article 56 of the UCITS Directive.
- (b) Valuation: Collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place. Collateral may be marked to market daily by the counterparty using its procedures, subject to any agreed haircuts, reflecting market values and liquidity risk and may be subject to variation margin requirements.
- (c) Issuer credit quality: Collateral received should be of high quality.
- (d) Correlation: Collateral received should be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty.
- (e) Diversification (asset concentration): Collateral should be sufficiently diversified in terms of country, markets and issuers. Non-cash collateral will be considered to be

sufficiently diversified if the relevant Fund receives collateral with a maximum exposure to any one issuer of 20% of the Fund's net asset value, save that a Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. Such a Fund should receive securities from at least six different issues, but securities from any single issue should not account for more than 30 per cent of the Fund's net asset value.

- (f) Immediately available: Collateral received must be capable of being fully enforced by the Company at any time without reference to or approval from the counterparty.

Collateral must be safekept by the Depositary or its delegate (where there is title transfer). 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 cannot be sold or pledged or re-invested.

Cash Collateral may not be invested other than in the following:

- (a) deposits with Relevant Institutions;
- (b) high quality government bonds;
- (c) reverse repurchase agreements provided the transactions are with credit institutions subject to prudential supervision and the UCITS is able to recall at any time the full amount of cash on an accrued basis;
- (d) short-term money market funds as defined in the ESMA Guidelines on a Common Definition of European Money Market Funds.

In accordance with the UCITS Directive, re-invested cash Collateral must be diversified in accordance with the diversification requirement applicable to non-cash Collateral. Re-invested cash collateral may not be placed on deposit with the counterparty or a related entity and must be taken into account in the calculations to determine compliance with the investment restrictions to a Fund.

A Fund receiving collateral for at least 30% of its assets should have an appropriate stress testing policy in place to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy should at least prescribe the following:

- (a) design of stress test scenario analysis including calibration, certification and sensitivity analysis;
- (b) empirical approach to impact assessment, including back-testing of liquidity risk estimates;



- (c) reporting frequency and limit/loss tolerance threshold/s; and
- (d) mitigation actions to reduce loss including haircut policy and gap risk protection.

### **Collateral Management policy**

The ACD has a collateral management policy which it keeps under regular review. The policy defines “eligible” types of collateral (as described above) which the Funds may receive to mitigate counterparty exposure (including any applicable haircuts). A haircut is a reduction to the market value of the collateral in order to allow for a cushion in case the market value of that collateral falls. Collateral will generally be of high quality and liquid e.g. cash and government securities. The policy will also include any additional restrictions deemed appropriate by the ACD. The ACD will accept the types of collateral that are permitted by its collateral management policies from time to time..

Collateral will be subject to a haircut depending on the class of assets received. The haircut policy depends on the quality of assets received, their price volatility, together with the outcome of any stress tests performed under normal and exceptional liquidity conditions. Where cash collateral is received, if it is reinvested, it will be diversified in accordance with the requirements of ESMA’s Guidelines on ETFs and other UCITS issues (ESMA/2012/832EN).

A Fund may be fully collateralised in securities issued or guaranteed by a Member State. The countries, agencies, or public international bodies issuing or guaranteeing securities which a Fund is able to accept as collateral for more than 20% of its net asset value are as follows:

Countries: Australia, Austria, Denmark, Japan, Norway, Germany, France, Belgium, UK, Sweden, Netherlands, Canada, Switzerland, US, Cyprus, Estonia, Finland, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Portugal, Slovakia Slovenia, Spain

Agencies and public international bodies: The African Development Bank, Asian Development Bank, Council of Europe Development Bank, European Bank for Reconstruction and Development, European Investment Bank, Inter-American Development Bank, International Bank for Reconstruction and Development, International Finance Corporation, Nordic Investment Bank, Kredietanstalt Fuer Wiederaufbau, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Federal Home Loan Bank, Government National Mortgage Association.

Where a Fund re-invests cash collateral in one or more permitted types of investment, 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.

## **Best Execution**

The ACD and the Investment Manager must act in the best interests of each Fund when executing decisions to deal on behalf of the relevant Fund. The Investment Manager's order execution policy sets out (i) the systems and controls that have been put in place and (ii) the basis upon which the Investment Manager will effect transactions and place orders in relation to the Company whilst complying with its obligations under the FCA Handbook to obtain the best possible result for the ACD on behalf of the Company.

Details of the best execution policy are available upon request from the ACD.

## **Complaints**

Complaints concerning the operation or marketing of the Company may be referred to the compliance officer of the ACD at 5 Broadgate, London EC2M 2QS. If you are dissatisfied with the way your complaint is dealt with you may then complain direct to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Making a complaint will not prejudice your rights to commence legal proceedings.

Further information regarding any compensation scheme or any other investor-compensation scheme of which the ACD or any Fund is a member or any alternative arrangement provided, are also available on request.

## **Telephone Recording**

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

## **Non-accountability for profits**

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

- (a) dealings in the units of the Fund; or
- (b) any transaction in the Scheme Property; or
- (c) the supply of services to the Funds.

## **Inducements and Commission**

When executing orders, or placing orders with other entities for execution, that relate to financial instruments for, or on behalf of, the Funds, the Investment Manager or the ACD

(as relevant) will not accept and retain any fees, commissions or monetary benefits; or accept any non-monetary benefits, where these are paid or provided by any third party or a person acting on behalf of a third party.

The Investment Manager or ACD will return to each relevant Fund as soon as reasonably possible after receipt any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the services provided to that Fund, and disclose in the annual report the fees, commissions or any monetary benefits transferred to them.

However, the Investment Manager or ACD may accept without disclosure minor non-monetary benefits that are capable of enhancing the quality of service provided to the Fund; and of a scale and nature such that they could not be judged to impair their compliance with its duty to act honestly, fairly and professionally in the best interests of each Fund.

### **Data Protection**

The ACD will act as data controller (and in certain circumstances, data processor) within the meaning of the Data Protection Act 1998 (the "Data Protection Act") as amended or replaced from time to time. The ACD and its agents and affiliates may process and use personal data (as defined in the Data Protection Act) given by Shareholders pursuant to their investment in the Funds for the provision of services to Shareholders, which may include the transfer of such data out of the European Economic Area. Such data may also be used by the ACD and its agents and affiliates for the purposes of updating records relating to Shareholders and to advise Shareholders of additional products and services available to them, except in the case of any Shareholders who have indicated otherwise in writing to the ACD.

### **Benchmark Regulation**

Unless otherwise disclosed in this Prospectus, the indices used as benchmarks by the Funds (as "use" is defined in Regulation (EU) 2016/1011 (the "Benchmark Regulation")) are, as at the date of this Prospectus, provided by benchmark administrators who are making use of the transitional arrangements afforded under Benchmark Regulation and accordingly do not appear on the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. Updated information whether the benchmark is provided by an administrator included in the ESMA register of EU benchmark administrators and third country benchmarks is available from <https://www.esma.europa.eu/benchmarks-register>. The ACD maintains a written plan

setting out the actions that will be taken in the event that a the benchmark materially changes or ceases to be provided.

## **Appendix I**

### **ELIGIBLE MARKETS**

Eligible markets for the Funds are regulated markets and markets established in EEA States which are regulated, operate regularly and are open to the public.

Subject to the Funds' individual investment objective and policy the following markets shall be eligible markets for the Company.

#### **Securities Markets**

any stock exchange which is:-

- located in any Member State of the European Union; or
- located in any Member State of the European Union or Norway; or
- located in any of the following countries:-

Australia

Canada

Japan

Hong Kong

New Zealand

Switzerland

United States of America

in any of the following stock exchanges or markets:-

Argentina - Bolsa de Comercio de Buenos Aires

Brazil - Bolsa de Mercadorias e Futuros

Brazil - Bolsa de Valores de Sao Paulo

Brazil - BM & F BOVESPA S.A.

Brazil - Bolsa de Valores do Rio de Janeiro

Chile - Bolsa de Comercio de Santiago

Chile - Valparaiso Stock Exchange

Egypt - Cairo & Alexandria Stock Exchange

Egypt - Egyptian Exchange

China (PRep. of) - Fujian Securities Exchange

China (PRep. of) - Hainan Securities Exchange

China (PRep. of) - Shanghai Securities Exchange

China (PRep. of) - Shenzhen Stock Exchange

Colombia - Bogota Stock Exchange

Colombia - Medellin Stock Exchange

Hong Kong - Hong Kong Stock Exchange

Hong Kong - Growth Enterprise Market

Hong Kong - Shanghai-HK Stock Connect (Northbound Trading)

Hong Kong - Shenzhen-HK Stock Connect (Northbound Trading)

India - Bombay Stock Exchange

India - Mumbai Stock Exchange

India - National Stock Exchange  
Indonesia - Indonesia Stock Exchange  
Israel - Tel-Aviv Stock Exchange  
Japan - JASDAQ Securities Exchange  
Japan - Nagoya Stock Exchange  
Japan - Osaka Securities Exchange  
Japan - Sapporo Securities Exchange  
Japan - Tokyo Stock Exchange  
Jordan - Amman Stock Exchange  
Malaysia - Bursa Malaysia  
Malaysia - Kuala Lumpur Stock Exchange  
Mexico - Bolsa Mexicana de Valores  
Morocco - Casablanca Stock Exchange  
New Zealand - New Zealand Stock Market (NZSX)  
Norway - Oslo Bors  
Pakistan - Karachi Stock Exchange  
Pakistan - Lahore Stock Exchange  
Peru - Bolsa de Valores de Lima  
Philippines - Philippine Stock Exchange  
Qatar - Qatar Exchange  
Russia - Moscow Interbank Currency Exchange  
Russian - Trading System Stock Exchange  
Russia - Moscow Stock Exchange  
Saudi Arabia - Saudi Securities Exchange (Tadawul)  
Singapore - Singapore Exchange  
Singapore - Stock Exchange of Singapore  
South Africa - JSE Securities Exchange  
South Korea - Korea Stock Exchange  
South Korea - KOSDAQ  
Sri Lanka - Colombo Stock Exchange  
Taiwan (Republic of China) - Gretai Securities Market  
Taiwan (Republic of China) - Taiwan Stock Exchange Corporation  
Thailand - Stock Exchange of Thailand  
Turkey - Istanbul Stock Exchange  
UAE - Abu Dhabi Abu Dhabi Securities Exchange  
UAE - Dubai Financial Market  
UAE - NASDAQ Dubai Limited  
Venezuela - Caracas Stock Exchange  
Venezuela - Maracaibo Stock Exchange

## **Derivatives Markets**

All derivative exchanges on which permitted financial derivative instruments may be listed or traded:

in a Member State;

in a Member State in the European Union or Norway);

in any of the following stock exchanges or markets:-

Australia - Australian Stock Exchange

Australia - Australian Securities Exchange

Australia - Sydney Futures Exchange

Brazil - Bolsa de Mercadorias e Futuros

Brazil - BM&F Bovespa

Canada - Montreal Exchange

Canada - Toronto Exchange

Canada - ICE Futures Canada

China - China Financial Futures Exchange

Hong Kong - Hong Kong Futures Exchange

Hong Kong - Hong Kong Exchanges (HKEx)

India - Bombay Stock Exchange

India - National Stock Exchange of India

Japan - Osaka Securities Exchange

Japan - Tokyo Financial Exchange

Japan - Tokyo Stock Exchange

Japan - Japan Securities Dealers Association (JSDA Japan OTC Market)

Japan - Tokyo International Financial Futures Exchange

Korea - Korea Exchange

Korea - Korea : KRX – Korea Futures Market

Malaysia - Bursa Malaysia Derivatives Market

Malaysia - Malaysia Derivatives Exchange (MDEX subsidiary of Bursa Malaysia)

Mexico - Mexican Derivatives Exchange (MexDer)

New Zealand - New Zealand Futures and Options Exchange

New Zealand - New Zealand: New Zealand Exchange

Russia - Prague Stock Exchange

Singapore - Singapore Exchange

Singapore - Singapore Commodity Exchange

Singapore - Singapore International Monetary Exchange

South Africa - The South African Futures Exchange (SAF)

Switzerland - Eurex

Switzerland - SIX Swiss Exchange

Taiwan - Taiwan Futures Exchange

Thailand - Thailand Futures Exchange

Turkey - The Turkish Derivatives Exchange

USA - Chicago Board of Trade  
USA - Chicago Board Options Exchange  
USA - Chicago Mercantile Exchange  
USA - CME Group Inc  
USA - ICE Futures US  
USA - International Options Exchange  
USA - International Securities Exchange  
USA - New York Mercantile Exchange  
USA - NASDAQ OMX BX  
USA - NASDAQ OMX PHLX  
USA - NYSE MKT  
USA - NYSE Euronext American Stock Exchange



## **Appendix II**

### **INVESTMENT MANAGEMENT AND BORROWING POWERS OF THE COMPANY**

#### **1. Investment restrictions**

1.1 The property of each Fund will be invested with the aim of achieving the investment objective of that Fund but subject to the limits on investment set out in the COLL Sourcebook. These limits apply to each Fund as summarised below.

1.2 Prudent spread of risk

The ACD must ensure that, taking account of the investment objectives and policy of the Funds, the property of the Funds aims to provide a prudent spread of risk.

#### **2. Treatment of obligations**

2.1.1 Where the COLL Sourcebook allows a transaction to be entered into or an investment to be retained only (for example, investment in warrants and nil and partly paid securities and the general power to accept or underwrite) if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in COLL 5, it must be assumed that the maximum possible liability of the Funds under any other of those rules has also to be provided for.

2.1.2 Where a rule in the COLL Sourcebook permits an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:

2.1.2.1 it must be assumed that in applying any of those rules, each Fund must also simultaneously satisfy any other obligation relating to cover; and

2.1.2.2 no element of cover must be used more than once.

#### **3. UCITS schemes: permitted types of scheme property**

The scheme property of a Fund must, subject to its investment objective and policy and except where otherwise provided by COLL 5, consist solely of any or all of:

- 3.1 transferable securities;
- 3.2 approved money-market instruments;
- 3.3 units in collective investment schemes; derivatives and forward transactions;
- 3.4 deposits; and
- 3.5 movable and immovable property that is essential for the direct pursuit of the Company's business;

in accordance with the rules in COLL 5.2.

- 3.6 The requirements on spread do not apply until the expiry of a period of six months after the date of effect of the authorisation order in respect of the Funds (or on which the initial offer commenced if later) provided that the requirement to maintain prudent spread of risk is complied with.
- 3.7 It is not intended that the Funds will have an interest in any immovable property or tangible movable property.

#### 4. **Transferable Securities**

- 4.1 A transferable security is an investment falling within article 76 (Shares etc), article 77 (Instruments creating or acknowledging indebtedness), article 78 (Government and public securities), article 79 (Instruments giving entitlement to investments) and article 80 (Certificates representing certain securities) of the Regulated Activities Order.
- 4.2 An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.
- 4.3 In applying paragraph 4.2 to an investment which is issued by a body corporate, and which is an investment falling within articles 76 (Shares, etc) or 77 (Instruments creating or acknowledging indebtedness) of the Regulated Activities Order, the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.
- 4.4 An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

#### 5. **Investment in transferable securities**

- 5.1 A Fund may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:
- 5.1.1 the potential loss which the Fund may incur with respect to holding the transferable security is limited to the amount paid for it;
  - 5.1.2 its liquidity does not compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying Shareholder (see COLL 6.2.16R(3));
  - 5.1.3 reliable valuation is available for it as follows:
    - 5.1.3.1 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;
    - 5.1.3.2 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;
  - 5.1.4 appropriate information is available for it as follows:
    - 5.1.4.1 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;
    - 5.1.4.2 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 ACD on the transferable security or, where relevant, on the portfolio of the transferable security;
  - 5.1.5 it is negotiable; and
  - 5.1.6 its risks are adequately captured by the risk management process of the ACD.

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

5.2.1 not to compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying Shareholder; and

5.2.2 to be negotiable.

5.3 Not more than 5% in value of a Fund is to consist of warrants.

## 6. **Closed end funds constituting transferable securities**

6.1 A unit 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 in paragraph 5 (investment in transferable securities), and either:

6.1.1 where the closed end fund is constituted as an investment company or a unit trust:

6.1.1.1 it is subject to corporate governance mechanisms applied to companies; and

6.1.1.2 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

6.1.2 where the closed end fund is constituted under the law of contract:

6.1.2.1 it is subject to corporate governance mechanisms equivalent to those applied to companies; and

6.1.2.2 it is managed by a person who is subject to national regulation for the purpose of investor protection.

## 7. **Transferable securities linked to other assets**

7.1 A Fund may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by a Fund provided the investment:

7.1.1 fulfils the criteria for transferable securities set out in paragraph 5 (investment in transferable securities) above; and

7.1.2 is backed by or linked to the performance of other assets, which may differ from those in which a Fund can invest.

- 7.2 Where an investment in 7.1 contains an embedded derivative component (see COLL 5.2.19R(3A)), the requirements of this section with respect to derivatives and forwards will apply to that component.

**8. Approved Money Market Instruments**

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

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

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

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

8.2.3 undergoes regular yield adjustments in line with money market conditions at least every 397 days; or

8.2.4 has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in 8.2.1 or 8.2.2 or is subject to yield adjustments as set out in 8.2.3.

- 8.3 A money-market instrument shall be regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the obligation of the ACD to redeem units at the request of any qualifying Shareholder (see COLL 6.2.16R(3)).

- 8.4 A money-market instrument shall be regarded as having a value which can be accurately determined at any time if accurate and reliable valuations systems, which fulfil the following criteria, are available:

8.4.1 enabling the ACD to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and

8.4.2 based either on market data or on valuation models including systems based on amortised costs.

- 8.5 A money-market instrument that is normally dealt in on the money market and is admitted to or dealt in on an eligible market shall be presumed to be liquid and

have a value which can be accurately determined at any time unless there is information available to the ACD that would lead to a different determination.

**9. Transferable securities and money market instruments generally to be admitted or dealt in on an Eligible Market**

9.1 Transferable securities and approved money market instruments held within a Fund must be:

9.1.1 admitted to or dealt on an eligible market (as described in paragraph 10.1); or

9.1.2 dealt on an eligible market as described (in paragraph 10.1.2).

9.1.3 for an approved money market instrument not admitted to or dealt in on an eligible market, within 11.1; or

9.1.4 recently issued transferable securities provided that:

9.1.4.1 the terms of issue include an undertaking that application will be made to be admitted to an eligible market; and

9.1.4.2 such admission is secured within a year of issue.

9.2 However, a Fund may invest no more than 10% of the scheme property in transferable securities and approved money-market instruments other than those referred to in 9.1

**10. Eligible markets regime: requirements**

10.1 A market is eligible for the purposes of the rules if it is:

10.1.1 a regulated market (as defined for the purposes of COLL);

10.1.2 a market in an EEA State which is regulated, operates regularly and is open to the public; or

10.1.3 any market within 10.2

10.2 A market not falling within paragraph 10.1 is eligible for the purposes of COLL 5 if:

10.2.1 the ACD, after consultation with and notification to the Depositary, decides that market is appropriate for investment of, or dealing in, the Scheme Property;

10.2.2 the market is included in a list in the Prospectus; and

- 10.2.3 the Depositary has taken reasonable care to determine that:
  - 10.2.3.1 adequate custody arrangements can be provided for the investment dealt in on that market; and
  - 10.2.3.2 all reasonable steps have been taken by the ACD in deciding whether that market is eligible.
- 10.3 In paragraph 10.2.1, a market must not be considered appropriate unless it is regulated, operates regularly, is recognised as a market or exchange or as a self regulatory organisation by an overseas regulator, is open to the public, and is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.
- 10.4 The eligible markets in which the Funds may invest are set out in Appendix 1.
- 11. **Money-market instruments with a regulated issuer**
  - 11.1 In addition to instruments admitted to or dealt in on an eligible market, a Fund may invest in an approved money-market instrument provided it fulfils the following requirements:
    - 11.1.1 the issue or the issuer is regulated for the purpose of protecting investors and savings; and
    - 11.1.2 the instrument is issued or guaranteed in accordance with paragraph 12 (issuers and guarantors of money market instruments).
  - 11.2 The issue or the issuer of a money-market instrument, other than one dealt in on an eligible market, shall be regarded as regulated for the purpose of protecting investors and savings if:
    - 11.2.1 the instrument is an approved money-market instrument;
    - 11.2.2 appropriate information is available for the instrument (including information which allows an appropriate assessment of the credit risks related to investment in it), in accordance with paragraph 13 (appropriate information for money market instruments); and
    - 11.2.3 the instrument is freely transferable.
- 12. **Issuers and guarantors of money-market instruments**
  - 12.1 A Fund may invest in an approved money-market instrument if it is:
    - 12.1.1 issued or guaranteed by any one of the following:

- 12.1.1.1 a central authority of an EEA State or, if the EEA State is a federal state, one of the members making up the federation;
- 12.1.1.2 a regional or local authority of an EEA State;
- 12.1.1.3 the European Central Bank or a central bank of an EEA State;
- 12.1.1.4 the European Union or the European Investment Bank;
- 12.1.1.5 a non-EEA State or, in the case of a federal state, one of the members making up the federation;
- 12.1.1.6 a public international body to which one or more EEA States belong; or
- 12.1.2 issued by a body, any securities of which are dealt in on an eligible market; or
- 12.1.3 issued or guaranteed by an establishment which is:
  - 12.1.3.1 subject to prudential supervision in accordance with criteria defined by European Community law; or
  - 12.1.3.2 subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by European Community law.
- 12.2 An establishment shall be considered to satisfy the requirement in 12.1.3.2 if it is subject to and complies with prudential rules, and fulfils one or more of the following criteria:
  - 12.2.1 it is located in the European Economic Area;
  - 12.2.2 it is located in an OECD country belonging to the Group of Ten;
  - 12.2.3 it has at least investment grade rating;
  - 12.2.4 on the basis of an in-depth analysis of the issuer, it can be demonstrated that the prudential rules applicable to that issuer are at least as stringent as those laid down by European Community law.
- 13. **Appropriate information for money-market instruments**
  - 13.1 In the case of an approved money-market instrument within 12.1.2 or issued by a body of the type referred to in COLL 5.2.10E(G); or which is issued by an authority within 12.1.1.2 or a public international body within 12.1.1.6 but is not



guaranteed by a central authority within 12.1.1.1, the following information must be available:

- 13.1.1 information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;
  - 13.1.2 updates of that information on a regular basis and whenever a significant event occurs; and
  - 13.1.3 available and reliable statistics on the issue or the issuance programme.
- 13.2 In the case of an approved money-market instrument issued or guaranteed by an establishment within 12.1.3, the following information must be available:
- 13.2.1 information on the issue or the issuance programme or on the legal and financial situation of the issuer prior to the issue of the instrument;
  - 13.2.2 updates of that information on a regular basis and whenever a significant event occurs; and
  - 13.2.3 available and reliable statistics on the issue or the issuance programme, or other data enabling an appropriate assessment of the credit risks related to investment in those instruments.
- 13.3 In the case of an approved money-market instrument:
- 13.3.1 within 12.1.1.1, 12.1.1.4 or 12.1.1.5; or
  - 13.3.2 which is issued by an authority within 12.1.1.2 or a public international body within 12.1.1.6 and is guaranteed by a central authority within 12.1.1.1;

information must be available on both the issue or the issuance programme, and on the legal and financial situation of the issuer prior to the issue of the instrument.

#### 14. **Spread: general**

- 14.1 This paragraph 14 on spread does not apply to government and public securities.
- 14.2 For the purposes of this requirement companies included in the same group for the purposes of consolidated accounts as defined in accordance with Directive

83/349/EEC or in the same group in accordance with international accounting standards are regarded as a single body.

- 14.3 Not more than 20% in value of the Scheme Property is to consist of deposits with a single body.
- 14.4 Not more than 5% in value of the Scheme Property is to consist of transferable securities or approved money market instruments issued by any single body.
- 14.5 The limit of 5% in paragraph 14.4 is raised to 10% in respect of up to 40% in value of the Scheme Property. Covered bonds need not to be taken into account for the purpose of applying the limit of 40%.
- 14.6 The limit of 5% in 14.4 is raised to 25% in value of the Scheme Property 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 Scheme Property.
- 14.7 In applying paragraphs 14.4 and 14.5 certificates representing certain securities are treated as equivalent to the underlying security.
- 14.8 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Scheme Property. This limit is raised to 10% where the counterparty is an Approved Bank.
- 14.9 Not more than 20% in value of the Scheme Property is to consist of transferable securities and approved money market instruments issued by the same group (as referred to in paragraph 14.2).
- 14.10 Not more than 20% in value of each Fund is to consist of the units of any one collective investment scheme.
- 14.11 In applying the limits in paragraphs 14.3, 14.4, 14.5, 14.7 and 14.8 and subject to 14.6, not more than 20% in value of the Scheme Property is to consist of any combination of two or more of the following:
  - 14.11.1 transferable securities (including covered bonds) or approved money market instruments issued by a single body; or
  - 14.11.2 deposits made with a single body; or
  - 14.11.3 exposures from OTC derivatives transactions made with a single body.

## 15. **Counterparty risk and issuer concentration**

- 15.1 The ACD must ensure that counterparty risk arising from an OTC derivative is subject to the limits set out in paragraphs 14.8 and 14.11 above.

- 15.2 When calculating the exposure of a Fund to a counterparty in accordance with the limits in paragraph 14.8 the ACD must use the positive mark-to-market value of the OTC derivative contract with that counterparty.
- 15.3 An ACD may net the OTC derivative positions of a Fund with the same counterparty, provided they are able legally to enforce netting agreements with the counterparty on behalf of the Fund.
- 15.4 The netting agreements in paragraph 15.3 above are permissible only with respect to OTC derivatives with the same counterparty and not in relation to any other exposures the Fund may have with that same counterparty.
- 15.5 The ACD may reduce the exposure of Scheme Property to a counterparty of an OTC derivative through the receipt of collateral. Collateral received must be sufficiently liquid so that it can be sold quickly at a price that is close to its pre-sale valuation and must otherwise be eligible collateral which meets the requirements of the ESMA Guidelines on ETFs and other UCITS issues (ESMA/2012/832EN).
- 15.6 The ACD must take collateral into account in calculating exposure to counterparty risk in accordance with the limits in paragraph 14.8 when it passes collateral to an OTC counterparty on behalf of a Fund.
- 15.7 Collateral passed in accordance with paragraph 15.6 may be taken into account on a net basis only if the ACD is able legally to enforce netting arrangements with this counterparty on behalf of that Fund.
- 15.8 The ACD must calculate the issuer concentration limits referred to in paragraph 14.11 on the basis of the underlying exposure created through the use of OTC derivatives pursuant to the commitment approach.
- 15.9 In relation to the exposure arising from OTC derivatives as referred to in paragraph 14.11, the ACD must include any exposure to OTC derivative counterparty risk in the calculation.
- 16. **Spread: Government and public securities**
- 16.1 The above restrictions do not apply to government and public securities ("such securities"). The restrictions in relation to such securities are set out below.
- 16.2 Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
- 16.3 The UBS Active Bond Fund\*\* may invest more than 35% in value of the Scheme Property in such securities issued by any one body provided that:

- 16.3.1 the ACD has before any such investment is made consulted with the Depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Fund;
- 16.3.2 no more than 30% in value of the Scheme Property consists of such securities of any one issue;
- 16.3.3 the Scheme Property includes such securities issued by that or another issuer, of at least six different issues; and
- 16.3.4 the disclosures required by COLL have been made.

16.1 In relation to such securities:

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

UBS Active Bond Fund\*\* may invest up to 100% of the property of each Fund in Government and public securities issued by or on behalf of the following governments: the United Kingdom, the Scottish Administration, the Executive Committee of the Northern Ireland Assembly or the National Assembly of Wales or Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Netherlands, Norway, Poland, Portugal, the Slovak Republic, Slovenia, Spain, Sweden and the United States and by the following public international bodies: US Federal Government (Treasuries and TIPS) and Government National Mortgage Association (GNMA)

\*\* With effect from 11 November 2013, this Fund was closed to investors.

- 16.2 Notwithstanding paragraph 14.1 above, and subject to paragraphs 16.2 and 16.3, in applying the 20% limit in 14.11 with respect to a single body, government and public securities issued by that body shall be taken into account.

17. **Investment in collective investment schemes**

- 17.1 A Fund may invest in units in a collective investment scheme provided that no more than 30% of the value of that investing scheme is investing in collective investment schemes which are not UCITS schemes and only if the second scheme complies with the following requirements:

- 17.1.1 it is a scheme which complies with the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or

- 17.1.2 is recognised under the provisions of section 270 of the Act (Schemes authorised in designated countries or territories); or
  - 17.1.3 is authorised as a non-UCITS retail scheme (provided the requirements of article 50(1)(e) of the UCITS Directive are met); or
  - 17.1.4 is authorised in another EEA State (provided the requirements of article 50(1)(e) of the UCITS Directive are met);
  - 17.1.5 it is a scheme which complies where relevant with paragraph 18 and 19 below; and
  - 17.1.6 it is a scheme which has terms which prohibit more than 10% in value of the Scheme Property consisting of units in collective investment schemes.
- 17.2 Not more than 10% of the Scheme Property of any Fund is to consist of units in collective investment schemes.
- 18. Investment in associated collective investment schemes**
- 18.1 A Fund must not invest in or dispose of units in another collective investment scheme if that collective investment scheme is managed or operated by (or, if it is an open-ended investment company has as its authorised corporate director) the ACD of the Company or an associate of the ACD, unless:
- 18.1.1 the prospectus of the investing authorised fund clearly states that the property of that investing fund may include such units; and the rules in paragraph 19 below are complied with.
- 18.2 Where a Fund invests in or disposes of units in another sub-fund of the same umbrella (the "Second Sub-Fund"):
- 18.2.1 the prospectus of the umbrella must clearly state that the scheme property attributable to the investing or disposing sub-fund may include units in another sub-fund of the same umbrella; and
  - 18.2.2 the rules in paragraph 19 below must be complied with, modified such that references to the "Fund" are taken to be references to the investing or disposing sub-fund and references to the "second scheme" are taken to be references to the Second Sub-Fund.
- 19. Investment in other group schemes**
- 19.1 Where an investment or disposal is made under paragraph 18.1, and there is a charge in respect of such investment or disposal, the ACD of the Fund making the investment or disposal must pay the Fund the amounts referred to in paragraphs

19.1 and 19.3 within four business days following the date of the agreement to invest or dispose.

19.2 When an investment is made, the amount referred to in paragraph 19 is either:

19.2.1.1 any amount by which the consideration paid by the Fund for the units in the second scheme exceeds the price that would have been paid for the benefit of the second scheme had the units been newly issued or sold by it; or

19.2.1.2 if such price cannot be ascertained by the ACD, the maximum amount of any charge permitted to be made by the seller of units in the second scheme;

19.3 When a disposal is made, the amount referred to in paragraph 19.1 is any charge made for the account of the authorised fund manager or operator of the second scheme or an Associate of any of them in respect of the disposal; and

19.3.1 In paragraphs 18.1 to 19.2.1.2 above:

19.3.1.1 any addition to or deduction from the consideration paid on the acquisition or disposal of units in the second scheme, which is applied for the benefit of the second scheme and is, or is like, a dilution levy, dilution adjustment or SDRT provision, is to be treated as part of the price of the units and not as part of any charge; and

19.3.1.2 any switching charge made in respect of an exchange of units in one Fund or separate part of the second scheme for units in another Fund or separate part of that scheme is to be included as part of the consideration paid for the units.

## 20. **Investment in nil and partly paid securities**

20.1 A transferable security or an approved money market instrument on which any sum is unpaid falls within a power of investment only if it is reasonably 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 rules in COLL 5.

## 21. **Derivatives - general**

Only UBS US 130/30 Equity Fund\*\*\* may use derivatives for investment purposes. Although it is not intended to use derivatives aggressively, if they are used, this may lead to high volatility in the share price of these Funds.

- 21.1 Under the COLL Sourcebook derivatives are permitted for UCITS schemes for investment purposes and derivative transactions may be used for the purposes of hedging or meeting the investment objectives or both.
- 21.2 None of the Funds except for UBS US 130/30 Equity Fund\*\*\* currently intends to use its property to invest in derivatives and forward transactions under the COLL Sourcebook, other than for the purposes of efficient portfolio management techniques (see paragraph 29), which is not expected to have a detrimental effect on the risk profile of the Funds. As UBS US 130/30 Equity Fund\*\*\* may invest in derivatives and forward transactions under the COLL Sourcebook for investment purposes this may have a detrimental effect on the risk profile of UBS US 130/30 Equity Fund\*\*\* - please see the Risk Factors section of this Prospectus for more details.
- 21.3 A transaction in derivatives or a forward transaction must not be effected for a Fund unless the transaction is of a kind specified in paragraph 22 (Permitted transactions (derivatives and forwards)); and the transaction is covered, as required by paragraph 35 (Cover for investment in derivatives).
- 21.4 Where a Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in COLL in relation to spread (COLL 5.2.13 R Spread : general and COLL 5.2.14 R Spread : government and public securities) except for index based derivatives where the rules below apply.
- 21.5 Where a transferable security or money market instrument embeds a derivative, this must be taken into account for the purposes of complying with the following section.
- 21.6 A transferable security or an approved money-market instrument will embed a derivative if it contains a component which fulfils the following criteria:
  - 21.6.1 by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or approved money-market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a stand-alone derivative;

- 21.6.2 its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
  - 21.6.3 it has a significant impact on the risk profile and pricing of the transferable security or approved money-market instrument.
  - 21.6.4 A transferable security or an approved money-market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money-market instrument. That component shall be deemed to be a separate instrument.
- 21.7 Where a scheme invests in an index based derivative, provided the relevant index falls within paragraph 33.5 the underlying constituents of the index do not have to be taken into account for the purposes of the rules on spread in COLL 5.2.11R and COLL 5.2.12R. This relaxation is subject to the ACD continuing to ensure that the Scheme Property provides a prudent spread of risk. The rebalancing frequency of the underlying index of such financial derivative instruments is determined by the index provider and there would be no cost to a Fund when the index rebalances.
- 21.8 The relaxation in 21.7 is subject to the ACD continuing to ensure that the Scheme Property provides a prudent spread of risk.
- 21.9 A Fund may enter into a range of swap transactions in pursuit of its investment objective (including total return swaps) or other financial derivatives instruments with similar characteristics. The underlying assets and investment strategies or such swaps, to which exposure will be gained, are described in the investment objective and policy of the relevant Fund.
- 21.10 A Fund may not enter into such a swap or other derivative transaction where (1) the counterparty is permitted to have discretion over the composition or management of a Fund's portfolio or over the underlying of financial derivative instruments used by a Fund; or (2) the Counterparty's approval is required in relation to any investment decision made by a Fund.
- 21.11 The counterparties of these transactions will be highly rated financial institutions specialising in these types of transactions and approved by the Investment Manager.
- 21.12

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

## 22. **Efficient Portfolio Management**



With the exception of UBS US 130/30 Equity Fund\*\*\*, the Funds may use derivatives only for the purposes of efficient portfolio management. It is not intended that using derivatives for EPM will increase the volatility of the Funds and indeed EPM is intended to reduce volatility. In adverse situations, however, a Fund's use of derivatives may become ineffective in hedging or EPM and a Fund may suffer significant loss as a result.

22.1 The Funds listed above, may use its property to enter into transactions for the purposes of EPM. Permitted EPM transactions (excluding stock lending arrangements) are transactions in derivatives (i.e. options, futures, forward transactions or contracts for differences) dealt in or traded on an eligible market; off-exchange options or contracts for differences resembling options; or synthetic futures in certain circumstances. The eligible markets for the Funds are set out in Appendix I.

22.2 Any forward transactions must be with an approved counterparty (eligible institutions, money market institutions etc). A derivatives or forward transaction which would or could lead to delivery of property to the Depositary may be entered into only if such property can be held by the Fund, and the ACD reasonably believes that delivery of the property pursuant to the transaction will not lead to a breach of the COLL Sourcebook.

22.3 There is no limit on the amount of the property which may be used for EPM but the transactions must satisfy the three broadly based requirements set out below:

22.3.1 A transaction must be reasonably believed by the ACD to be economically appropriate to the efficient portfolio management of the Company. This means that, for transactions undertaken to reduce risk or cost (or both), the transaction alone or in combination will diminish a risk or cost of a kind or level that it is sensible to reduce.

EPM must not include speculative transactions.

22.3.2 The purpose of an EPM transaction for the Funds must be to achieve one of the following in respect of a Fund:

Reduction of risk. This allows for the use of the technique of cross-currency hedging in order to switch all or part of the property away from a currency the ACD considers unduly prone to risk, to another currency. This aim also permits the use of tactical asset allocation.

Reduction of cost. The aims of reduction of risk or cost, together or separately, allow the ACD on a temporary basis to use the technique of tactical asset allocation. Tactical asset allocation permits the ACD to undertake a switch in exposure by use of derivatives, rather than through the sale and purchase of the property. If a transaction for a

Fund relates to the acquisition or potential acquisition of transferable securities, the ACD must intend that the Fund should invest in transferable securities within a reasonable time and the ACD must thereafter ensure that, unless the position has itself been closed out, that intention is realised within that reasonable time.

The generation of additional capital or income for the Fund (so called "enhancement strategies") with an acceptably low level of risk. There is an acceptably low level of risk in any case where the ACD reasonably believes that the Fund is certain (or certain barring events which are not reasonably foreseeable) to derive a benefit. The generation of additional capital or income may arise out of taking advantage of price imperfections or from the receipt of a premium for writing covered call or covered put options (even if the benefit is obtained at the expense of the chance of yet greater benefit) or pursuant to stock lending arrangements as permitted by the COLL Sourcebook (see below).

- 22.4 The relevant purpose must relate to property (whether precisely identified or not) which is to be or is proposed to be acquired for the Fund or anticipated cash receipts of the Fund, if due to be received at some time and likely to be received within one month.
- 22.5 The ACD measures the creditworthiness of counterparties as part of the risk management process. The counterparties of these transactions will be highly rated financial institutions specialising in these types of transactions and approved by the Investment Manager. A counterparty may be an associate of the ACD or the Investment Manager which may give rise to a conflict of interest. For further details on the ACD's conflicts of interest policy please see paragraph headed "Conflicts of Interest" above.
- 22.6 Any income or capital generated by EPM (net of direct or indirect costs) will be paid to the relevant Fund.

### 23. **Permitted transactions (derivatives and forwards)**

- 23.1 A transaction in a derivative must be in an approved derivative; or be one which complies with paragraph 27 (OTC transactions in derivatives).
- 23.2 A transaction in a derivative must have the underlying consisting of any or all of the following to which the scheme is dedicated:
  - 23.2.1 transferable securities permitted under paragraph 9 (Transferable securities and money market instruments generally to be admitted or dealt in on an Eligible Market);

- 23.2.2 approved money market instruments permitted under paragraph 9 (Transferable securities and money market instruments generally to be admitted or dealt in on an Eligible Market) above;
  - 23.2.3 deposits permitted under paragraph 28 (investment in deposits) below;
  - 23.2.4 derivatives permitted under this rule;
  - 23.2.5 collective investment scheme units permitted under paragraph 17 (investment collective investment schemes) above;
  - 23.2.6 financial indices which satisfy the criteria set out at paragraph 24 (financial indices underlying derivatives) below;
  - 23.2.7 interest rates;
  - 23.2.8 foreign exchange rates; and
  - 23.2.9 currencies.
- 23.3 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.
- 23.4 A transaction in a derivative must not cause a Fund to diverge from its investment objectives as stated in the Instrument constituting the scheme and the most recently published version of this Prospectus.
- 23.5 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more, transferable securities approved, money market instruments, units in collective investment schemes, or derivatives provided that a sale is not to be considered as uncovered if the conditions in paragraph 26 (Requirement to cover sales) are satisfied.
- 23.6 Any forward transaction must be with an Eligible Institution or an Approved Bank.
- 23.7 A derivative includes an instrument which fulfils the following criteria:
- 23.7.1 it allows the transfer of the credit risk of the underlying independently from the other risks associated with that underlying;
  - 23.7.2 it does not result in the delivery or the transfer of assets other than those referred to in paragraph 3 above (UCITS schemes: permitted types of scheme property) including cash;
  - 23.7.3 in the case of an OTC derivative, it complies with the requirements in paragraph 27 (OTC transactions in derivatives);

- 23.7.4 its risks are adequately captured by the risk management process of the ACD, and by its internal control mechanisms in the case of risks of asymmetry of information between the ACD and the counterparty to the derivative, resulting from potential access of the counterparty to non-public information on persons whose assets are used as the underlying by that derivative.
- 23.8 A Fund may not undertake transactions in derivatives on commodities.
- 24. **Financial indices underlying derivatives**
- 24.1 The financial indices referred to in 23.2.6 are those which satisfy the following criteria:
  - 24.1.1 the index is sufficiently diversified;
  - 24.1.2 the index represents an adequate benchmark for the market to which it refers; and
  - 24.1.3 the index is published in an appropriate manner.
- 24.2 A financial index is sufficiently diversified if:
  - 24.2.1 it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;
  - 24.2.2 where it is composed of assets in which a Fund is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in this section; and
  - 24.2.3 where it is composed of assets in which a Fund cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in this section.
- 24.3 A financial index represents an adequate benchmark for the market to which it refers if:
  - 24.3.1 it measures the performance of a representative group of underlyings in a relevant and appropriate way;
  - 24.3.2 it is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers, following criteria which are publicly available; and

- 24.3.3 the underlyings are sufficiently liquid, allowing users to replicate it if necessary.
- 24.4 A financial index is published in an appropriate manner if:
  - 24.4.1 its publication process relies on sound procedures to collect prices, and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and
  - 24.4.2 material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.
- 24.5 Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to 23.2, be regarded as a combination of those underlyings.
- 25. **Transactions for the purchase of property**
- 25.1 A derivative or forward transaction which will or could lead to the delivery of property for the account of a 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 property under the transaction will not occur or will not lead to a breach of the rules in the COLL Sourcebook.
- 26. **Requirement to cover sales**
- 26.1 No agreement by or on behalf of the Company to dispose of property or rights may be made unless the obligation to make the disposal and any other similar obligation could immediately be honoured by the Company by delivery of property or the assignment (or, in Scotland, assignation) of rights, and the property and rights above are owned by the Company at the time of the agreement. This requirement does not apply to a deposit.
- 27. **OTC transactions in derivatives**
- 27.1 Any transaction in an OTC derivative must be:
  - 27.1.1 in a future or an option or a contract for differences;
  - 27.1.2 with an approved counterparty; A counterparty to a transaction in derivatives is approved only if the counterparty is an Eligible Institution or an Approved Bank; or a person whose permission (including any requirements or limitations), as published in the FCA Register or whose Home State authorisation, permits it to enter into the transaction as principal off-exchange;

- 27.1.3 on approved terms; the terms of the transaction in derivatives are approved only if, before the transaction is entered into, the Depositary is satisfied that the counterparty has agreed with the Company or the ACD: to provide at least daily and at any other time at the request of the Fund or the ACD 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 that it will, at the request of the Company or the ACD, enter into a further transaction to sell, liquidate or close out that transaction at any time, at a fair value arrived at under the reliable market value basis or pricing model agreed under 27.1.4;
- 27.1.4 capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy: on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable; or if that value is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
- 27.1.5 subject to verifiable valuation; a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:
  - 27.1.5.1 an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the ACD is able to check it; or
  - 27.1.5.2 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.

## 28. **Valuation of OTC derivatives**

- 28.1 For the purposes of paragraph 27.1.3, the ACD must:
  - 28.1.1 establish, implement and maintain arrangements and procedures which ensure appropriate, transparent and fair valuation of the exposures of a Fund to OTC derivatives; and
  - 28.1.2 ensure that the fair value of OTC derivatives is subject to adequate, accurate and independent assessment.

28.2 Where the arrangements and procedures referred to in paragraph 28.1 above involve the performance of certain activities by third parties, the ACD must comply with the requirements in SYSC 8.1.13 R (Additional requirements for a management company) and COLL 6.6A.4 R (4) to (6) (Due diligence requirements of AFMs of UCITS schemes).

28.3 The arrangements and procedures referred to in 28.1 must be:

28.3.1 adequate and proportionate to the nature and complexity of the OTC derivative concerned; and

28.3.2 adequately documented.

## 29. **Risk Management**

29.1 The ACD uses a risk management process (including a risk management policy) in accordance with COLL 6.12, as reviewed by the Depositary and filed with the FCA, 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 Fund. The following details of the risk management process must be regularly notified to the FCA and at least on an annual basis:

29.1.1 a true and fair view of the types of derivatives and forward transactions to be used within the Fund together with their underlying risks and any relevant quantitative limits.

29.1.2 the methods for estimating risks in derivative and forward transactions.

29.2 The ACD must notify the FCA in advance of any material alteration to the details above.

## 30. **Investment in deposits**

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

## 31. **Significant influence**

16.1 The Company must not acquire transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if:

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

31.1.2 the acquisition gives the Company that power.

- 16.2 For the purposes of paragraph 16.1, the Company is to be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held by it, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).

## 32. **Concentration**

A UCITS scheme:

- 32.1 must not acquire transferable securities (other than debt securities) which:
- 32.1.1 do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and
  - 32.1.2 represent more than 10% of those securities issued by that body corporate;
- 32.2 must not acquire more than 10% of the debt securities issued by any single body;
- 32.3 must not acquire more than 25% of the units in a collective investment scheme;
- 32.4 must not acquire more than 10% of the approved money market instruments issued by any single body; and
- 32.5 need not comply with the limits in paragraphs 32.2 to 32.4 if, at the time of acquisition, the net amount in issue of the relevant investment cannot be calculated.

## 33. **Schemes replicating an index**

This section is relevant for the UBS FTSE RAFI Developed 1000 Index Fund, the UBS MSCI World Minimum Volatility Index Fund and the UBS MSCI World Quality Index Fund.

- 33.1 Notwithstanding paragraph 14 (spread: general) a Fund may invest up to 20% in value of the Scheme Property in shares and debentures which are issued by the same body where the stated investment policy is to replicate the composition of a relevant index as defined below.
- 33.2 Replication of the composition of a relevant index shall be understood to be a reference to replication of the composition of the underlying assets of that index, including the use of techniques and instruments permitted for the purpose of efficient portfolio management.



- 33.3 The 20% limit in 33.1 can be raised for a particular Fund up to 35% in value of the Scheme Property, but only in respect of one body and where justified by exceptional market conditions.
- 33.4 In the case of a fund replicating an index the Scheme Property need not consist of the exact composition and weighting of the underlying in the relevant index where deviation from this is expedient for reasons of poor liquidity or excessive cost to the scheme in trading in an underlying investment.
- 33.5 The indices referred to above are those which satisfy the following criteria:
- 33.5.1 the composition is sufficiently diversified;
  - 33.5.2 the index represents an adequate benchmark for the market to which it refers; and
  - 33.5.3 the index is published in an appropriate manner.
- 33.6 The composition of an index is sufficiently diversified if its components adhere to the spread and concentration requirements in this section.
- 33.7 An index represents an adequate benchmark if its provider uses a recognised methodology which generally does not result in the exclusion of a major issuer of the market to which it refers.
- 33.8 An index is published in an appropriate manner if:
- 33.8.1 it is accessible to the public;
  - 33.8.2 the index provider is independent from the index-replicating Fund; this does not preclude index providers and the Fund from forming part of the same group, provided that effective arrangements for the management of conflicts of interest are in place.

#### 34. **Derivatives exposure**

- 34.1 A Fund may invest in derivatives and forward transactions as long as the exposure to which the 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.
- 34.2 Cover ensures that a Fund is not exposed to the risk of loss of property, including money, to an extent greater than the net value of the Scheme Property. Therefore, a Fund must hold Scheme Property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Fund is

committed. Paragraph 35 (Cover for investment in derivatives) sets out detailed requirements for cover of a Fund.

- 34.3 Cover used in respect of one transaction in derivatives or forward transaction must not be used for cover in respect of another transaction in derivatives or a forward transaction.

## 35. **Cover for investment in derivatives**

- 35.1 A Fund may invest in derivatives and forward transactions as part of its investment policy provided:

- 35.1.1 its global exposure relating to derivatives and forward transactions held in the Fund does not exceed the net value of the scheme property; and

- 35.1.2 its global exposure to the underlying assets does not exceed in aggregate the investment limits laid down in paragraph 14 above.

## 36. **Cover and borrowing**

- 36.1 Cash obtained from borrowing, and borrowing which the ACD reasonably regards an Eligible Institution or an Approved Bank to be committed to provide, is available for cover under the previous paragraph 35 (Cover for investment in derivatives and forward transactions) as long as the normal limits on borrowing (see below) are observed.

- 36.2 Where, for the purposes of this paragraph the Company borrows an amount of currency from an Eligible Institution or an Approved Bank; and keeps an amount in another currency, at least equal to such borrowing for the time on deposit with the lender (or his agent or nominee), then this applies as if the borrowed currency, and not the deposited currency, were part of the Scheme Property, and the normal limits on borrowing under paragraph 41 (General power to borrow) do not apply to that borrowing.

## 37. **Calculation of global exposure**

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

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

- 37.2.1 the incremental exposure and leverage generated through the use of derivatives and forward transactions (including embedded derivatives as referred to in paragraph 21 (Derivatives: general), which may not exceed 100% of the net value of the Scheme Property; or

- 37.2.2 the market risk of the Scheme Property

- 37.3 For the purposes of this section 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.
- 37.4 The ACD must calculate the global exposure of a Fund by using:
- 37.4.1 commitment approach; or
  - 37.4.2 the value at risk approach.
- 37.5 The ACD must ensure that the method selected above is appropriate, taking into account:
- 37.5.1 the investment strategy pursued by the Fund;
  - 37.5.2 types and complexities of the derivatives and forward transactions used; and
  - 37.5.3 the proportion of the scheme property comprising derivatives and forward transactions.
- 37.6 Where a Fund employs techniques and instruments including repo contracts or stock lending transactions in accordance with paragraph 47 (Stock lending) in order to generate additional leverage or exposure to market risk, the authorised fund manager must take those transactions into consideration when calculating global exposure.

## 38. **Commitment approach**

- 38.1 Where the ACD uses the commitment approach for the calculation of global exposure, it must:
- 38.1.1 ensure that it applies this approach to all derivative and forward transactions (including embedded derivatives as referred to in paragraph 21 (Derivatives: general)), whether used as part of the Fund's general investment policy, for the purposes of risk reduction or for the purposes of efficient portfolio management in accordance with paragraph 47 (Stock lending); and

- 38.1.2 convert each derivative or forward transaction into the market value of an equivalent position in the underlying asset of that derivative or forward (standard commitment approach).
- 38.1.3 The ACD may apply other calculation methods which are equivalent to the standard commitment approach.
- 38.2 For the commitment approach, the ACD may take account of netting and hedging arrangements when calculating global exposure of a Fund, where these arrangements do not disregard obvious and material risks and result in a clear reduction in risk exposure.
- 38.3 Where the use of derivatives or forward transactions does not generate incremental exposure for the Fund, the underlying exposure need not be included in the commitment calculation
- 38.4 Where the commitment approach is used, temporary borrowing arrangements entered into on behalf of the Fund in accordance with paragraph 39 (General power to borrow) need not form part of the global exposure calculation.

## 39. **Value at risk approach**

Value at risk (or VaR) is a means of measuring the maximum potential loss to a Fund due to market risk. VaR is expressed as the maximum potential loss at a given "confidence" level over a specific period. In calculating VaR, the ACD uses historical data on the performance assets. The period used for this purpose is the "observation period".

For example, if a fund has a VaR of £4 million based on a 99% confidence level on a 1 month (20 business days) holding period, this means that, under normal market conditions, the fund can be 99% confident that a change in the value of its portfolio would not result in a decrease of more than £4 million in 1 month.

VaR is calculated using the "absolute VaR" approach or the "relative VaR" approach.

### *Absolute VaR*

"Absolute VaR" is the VaR of a Fund expressed as a percentage of the Net Asset Value of the Fund. In the example above, if £4 million equals 20% of that fund's net asset value, the absolute VaR would be 20%. For each Fund using absolute VaR, the ACD sets a maximum VaR limit. So if, in the example above, the VaR limit is set at 20% and, on any particular day, the calculation showed the absolute VaR to be 25%, the ACD would need to take steps to change the portfolio so that the VaR came back to a maximum of 20%.

Absolute VaR is generally an appropriate approach for funds investing in multi-asset classes which do not define their investment target in relation to a benchmark but rather to an absolute return target.

The absolute VaR of a Fund cannot be greater than 20% of its Net Asset Value

#### *Relative VaR*

“Relative VaR” is the VaR of a Fund divided by the VaR of a benchmark or reference portfolio (ie a portfolio similar to the Fund’s portfolio but which does not include derivatives). The benchmark or reference portfolio can be an actual benchmark or reference portfolio or a fictitious benchmark or portfolio. For a Fund that uses the relative VaR approach, the relative VaR on the Fund’s portfolio must not exceed twice the VaR on the comparable benchmark or reference portfolio.

Following the example above, if the daily VaR calculation showed the VaR to be £4 million and the VaR of the reference portfolio to be £1 million, the relative VaR of the would exceed twice the VaR on the reference portfolio and the ACD would need to take steps to change the portfolio so that the VaR came back to a maximum of twice the VaR on the reference portfolio.

#### *Leverage*

VaR does not always take into account leverage generated on a Fund’s portfolio. In this context, leverage relates to the notional values of a Fund’s derivatives positions compared with the cash required to take out those positions. For example, if a fund has a Net Asset Value of £100 and enters into a transaction with a notional value of £1,000, the leverage would be 10:1 or 1000%. Leverage in this context is not related to money borrowed by a Fund to make investments. Where a Fund uses VaR to calculate its global exposure, the ACD will monitor the leverage of the Fund separately. Where appropriate, the expected leverage for each such Fund is set out in the Investment Objectives, Policies and Other Details of the Funds section of this Prospectus.

The approach used by the ACD in respect of calculating global exposure for each Fund is set out in the Investment Objectives, Policies and Other Details of the Funds section of this Prospectus.

#### **40. Cash and near cash**

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

40.1.1 the pursuit of the Fund’s investment objectives; or

40.1.2 redemption of shares; or

- 40.1.3 efficient management of the Fund in accordance with its investment objectives; or
  - 40.1.4 other purposes which may reasonably be regarded as ancillary to the investment objectives of the Fund.
- 40.2 During the period of the initial offer the Scheme Property may consist of cash and near cash without limitation.
- 41. **General power to borrow**
  - 41.1 The Fund may, in accordance with this paragraph and paragraph 24, borrow money for the use of the Fund on terms that the borrowing is to be repayable out of the Scheme Property. This power to borrow is subject to the obligation of the Fund to comply with any restriction in the instrument constituting the Fund.
  - 41.2 The Fund may borrow under paragraph 41.1 only from an Eligible Institution or an Approved Bank.
  - 41.3 The ACD must ensure that any borrowing is on a temporary basis and that borrowings are not persistent, and for this purpose the ACD must have regard in particular to:
    - 41.3.1 the duration of any period of borrowing; and
    - 41.3.2 the number of occasions on which resort is had to borrowing in any period.
  - 41.4 The ACD must ensure that no period of borrowing exceeds three months, without the consent of the Depositary.
  - 41.5 These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes.
  - 41.6 The Fund must not issue any debenture unless it acknowledges or creates a borrowing that complies with paragraph 41.1 to 41.4.
- 42. **Borrowing limits**
  - 42.1 The ACD must ensure that the Fund's borrowing does not, on any business day, exceed 10% of the value of the Scheme Property of the Fund.
  - 42.2 In this paragraph 42, "borrowing" includes, as well as borrowing in a conventional manner, any other arrangement (including a combination of derivatives) designed to achieve a temporary injection of money into the Scheme Property in the expectation that the sum will be repaid.

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

**43. Restrictions on lending of money**

- 43.1 None of the money in the Scheme Property of the Fund may be lent and, for the purposes of this prohibition, money is lent by the Fund if it is paid to a person ("the payee") on the basis that it should be repaid, whether or not by the payee.
- 43.2 Acquiring a debenture is not lending for the purposes of paragraph 43.1; nor is the placing of money on deposit or in a current account.
- 43.3 Paragraph 43.1 does not prevent the Fund from providing an officer of the Fund with funds to meet expenditure to be incurred by him for the purposes of the Fund (or for the purposes of enabling him properly to perform his duties as an officer of the Fund) or from doing anything to enable an officer to avoid incurring such expenditure.

**44. Restrictions on lending of property other than money**

- 44.1 The Scheme Property of the Fund other than money must not be lent by way of deposit or otherwise.
- 44.2 Transactions permitted by paragraph 47 (Stocklending) are not lending for the purposes of paragraph 44.1.
- 44.3 The Scheme Property of the Fund must not be mortgaged.
- 44.4 Paragraph 44.1 does not prevent a Fund from providing an officer of the Fund with funds to meet expenditure to be incurred by him for the purposes of the Fund (or for the purposes of enabling him properly to perform his duties as an officer of the Fund) or from doing anything to enable an officer to avoid incurring such expenditure.

**45. General power to accept or underwrite placings**

- 45.1 Any power in Chapter 5 of the COLL Sourcebook to invest in transferable securities may be used for the purpose of entering into transactions to which this section applies, subject to compliance with any restriction in the Instrument of Incorporation.
- 45.2 This section applies, subject to paragraph 45.3, to any agreement or understanding which:
- 45.2.1 is an underwriting or sub-underwriting agreement; or

- 45.2.2 contemplates that securities will or may be issued or subscribed for or acquired for the account of the Fund.
- 45.3 Paragraph 45.2 does not apply to:
  - 45.3.1 an option; or
  - 45.3.2 a purchase of a transferable security which confers a right to:
    - 45.3.2.1 subscribe for or acquire a transferable security; or
    - 45.3.2.2 convert one transferable security into another.
  - 45.3.3 The exposure of the Fund to agreements and understandings within paragraph 45.2 must, on any business day:
    - 45.3.3.1 be covered in accordance with the requirements of rule 5.3.3R of the COLL Sourcebook; and
    - 45.3.3.2 be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in Chapter 5 of the COLL Sourcebook.
- 46. **Guarantees and indemnities**
  - 46.1 The Fund or the Depositary for the account of the Fund must not provide any guarantee or indemnity in respect of the obligation of any person.
  - 46.2 None of the Scheme Property of the Fund may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.
  - 46.3 Paragraphs 46.1 and 46.2 do not apply in respect of the Fund to:
    - 46.3.1 any indemnity or guarantee given for margin requirements where the derivatives or forward transactions are being used in accordance with COLL 5, and;
    - 46.3.2 an indemnity falling within the provisions of regulation 62(3) (Exemptions from liability to be void) of the OEIC Regulations;
    - 46.3.3 an indemnity (other than any provision in it which is void under regulation 62 of the OEIC Regulations) given to the Depositary against any liability incurred by it as a consequence of the safekeeping of any of the Scheme Property by it or by anyone retained by it to assist it to perform its function of the safekeeping of the Scheme Property; and



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

#### 47. **Stock lending**

- 47.1 The entry into stock lending arrangements or repo contracts for the account of a Fund is permitted for the generation of additional income for the benefit of the Fund, and hence for its investors.
- 47.2 The stock lending permitted by this section may be exercised by a Fund when it reasonably appears to the Company to be appropriate to do so with a view to generating additional income for the Fund with an acceptable degree of risk.
- 47.3 The Company or the Depositary at the request of Company may enter into a repo contract, or a stock lending arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992 (without extension by section 263C), but only if:
  - 47.3.1 all the terms of the agreement under which securities are to be reacquired by the Depositary for the account of the Company are in a form which is acceptable to the Depositary and are in accordance with good market practice;
  - 47.3.2 the counterparty is:
    - 47.3.2.1 an authorised person; or
    - 47.3.2.2 a person authorised by a Home State regulator; or
    - 47.3.2.3 a person registered as a broker-dealer with the Securities and Exchange Commission of the United States of America; or
    - 47.3.2.4 a bank, or a branch of a bank, supervised and authorised to deal in investments as principal, with respect to OTC derivatives by at least one of the following federal banking supervisory authorities of the United States of America: the Office of the Comptroller of the Currency; the Federal Deposit Insurance Corporation; the Board of Governors of the Federal Reserve System; and the Office of Thrift Supervision; and

- 47.3.3 collateral is obtained to secure the obligation of the counterparty under the terms referred to in 40.3.1 and the collateral is:
  - 47.3.3.1 acceptable to the Depositary;
  - 47.3.3.2 adequate ; and
  - 47.3.3.3 sufficiently immediate.
- 47.4 The counterparty for the purpose of paragraph 35.2 is the person who is obliged under the agreement referred to in paragraph 35.2.1 to transfer to the Depositary the securities transferred by the Depositary under the stock lending arrangement or securities of the same kind.
- 47.5 Paragraph 44.3.3 does not apply to a stock lending transaction made through Euroclear Bank SA/NV's Securities Lending and Borrowing Programme.
- 47.6 There is no limit on the value of the Scheme Property which may be the subject of repo contracts or stock lending transactions.
- 48. **Treatment of collateral**
- 48.1 Collateral is adequate for the purposes of this paragraph only if it is:
  - 48.1.1 transferred to the Depositary or its agent;
  - 48.1.2 at least equal in value, at the time of the transfer to the Depositary, to the value of the securities transferred by the Depositary; and
  - 48.1.3 in the form of one or more of:
    - 48.1.4 cash; or
    - 48.1.5 a certificate of deposit; or
    - 48.1.6 a letter of credit; or
    - 48.1.7 a readily realisable security ; or
    - 48.1.8 commercial paper with no embedded derivative content; or
    - 48.1.9 a qualifying money market fund.
- 48.2 Where the collateral is invested in units in a qualifying money market fund managed or operated by (or, for an ICVC, whose authorised corporate director is) the ACD or an associate of the ACD, the conditions in paragraph 18.1 must be complied with.
- 49. Collateral is sufficiently immediate for the purposes of this paragraph if:

- 49.1.1 it is transferred before or at the time of the transfer of the securities by the Depositary; or
  - 49.1.2 the Depositary takes reasonable care to determine at the time referred to in paragraph 46.1.1 that it will be transferred at the latest by the close of business on the day of the transfer.
- 49.2 The Depositary must ensure that the value of the collateral at all times is at least equal to the value of the securities transferred by the Depositary.
- 49.3 The duty in paragraph 46.2 may be regarded as satisfied in respect of collateral the validity of which is about to expire or has expired where the Depositary takes reasonable care to determine that sufficient collateral will again be transferred at the latest by the close of business on the day of expiry.
- 49.4 Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) under this paragraph may be regarded, for the purposes of valuation and pricing of the Company or this Appendix, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of the authorised fund.
- 49.5 Collateral transferred to the Depositary is part of the Scheme Property for the purposes of the rules in the COLL Sourcebook, except in the following respects:
  - 49.5.1 it does not fall to be included in any calculation of NAV or this Appendix, because it is offset under paragraph 46.4 by an obligation to transfer; and
  - 49.5.2 it does not count as Scheme Property for any purpose of this Appendix other than this paragraph.
- 49.6 Paragraphs 46.4 and 46.5.1 not apply to any valuation of collateral itself for the purposes of this paragraph.

### Appendix III

#### DILUTION FIGURES

Name of Fund	Future projections of Dilution Levy (Paid to Fund)	Frequency of dilution adjustment applied per fund during the period 1 January 2018 to 31 December 2018
UBS European Equity Fund*	n/a	Closed
UBS Active Bond Fund**	n/a	Closed
UBS US 130/30 Equity Fund***	n/a	Closed
UBS US Growth Fund	Up to 2%	Nil
UBS Asian Consumption Fund****	n/a	Closed
UBS Emerging Markets Equity Income Fund	Up to 2%	1
UBS FTSE RAFI Developed 1000 Index Fund	Up to 2%	221
UBS MSCI World Minimum Volatility Index Fund	Up to 2%	25
UBS MSCI World Quality Index Fund	Up to 2%	n/a

\* With effect from 5 September 2013, this Fund was closed to investors.

\*\* With effect from 11 November 2013, this Fund was closed to investors.

\*\*\* With effect from 27 November 2012, this Fund was closed to investors.

\*\*\*\* With effect from 5 May 2015, this Fund was closed to investors.

## APPENDIX IV

### SUB-CUSTODIANS

Country	Sub-custodian
Argentina	HSBC Bank Argentina S.A.
Australia	JPMorgan Chase Bank, N.A.
Austria	UniCredit Bank Austria AG
Bahrain	HSBC Bank Middle East Limited
Bangladesh	Standard Chartered Bank
Belgium	J.P. Morgan Bank Luxembourg S.A. BNP Paribas Securities Services S.C.A. J.P. Morgan Bank (Ireland) PLC
Bermuda	HSBC Bank Bermuda Limited
Botswana	Standard Chartered Bank of Botswana Limited
Brazil	J.P. Morgan S.A. DTVM
Bulgaria	Citibank Europe plc
Canada	CIBC Mellon Trust Company Royal Bank of Canada
Chile	Banco Santander Chile
China	JPMorgan Chase Bank (China) Company Limited HSBC Bank (China) Company Limited JPMorgan Chase Bank, N.A.
Colombia	Cititrust Colombia S.A.
Costa Rica	Banco BCT, S.A.
Croatia	Privredna Banka Zagreb d.d.
Cyprus	HSBC France Athens Branch
Czech Republic	UniCredit Bank Czech Republic and Slovakia, a.s.
Denmark	Nordea Bank Abp
Egypt	Citibank N.A.
Estonia	Swedbank AS
Finland	Nordea Bank Abp
France	BNP Paribas Securities Services S.C.A. J.P. Morgan Bank Luxembourg S.A. J.P. Morgan Bank (Ireland) PLC
Germany	J.P. Morgan AG Deutsche Bank AG
Ghana	Standard Chartered Bank Ghana Limited
Greece	HSBC France Athens Branch
Hong Kong	JPMorgan Chase Bank, N.A.
Hungary	Deutsche Bank AG
Iceland	Islandsbanki hf.
India	JPMorgan Chase Bank, N.A.
Indonesia	PT Bank HSBC Indonesia
Ireland	JPMorgan Chase Bank, N.A.
Israel	Bank Leumi le-Israel B.M.
Italy	J.P. Morgan Bank (Ireland) PLC

	BNP Paribas Securities Services S.C.A.
	Mizuho Bank, Ltd.
Japan	MUFG Bank, Ltd.
Jordan	Standard Chartered Bank
Kazakhstan	JSC Citibank Kazakhstan
Kenya	Standard Chartered Bank Kenya Limited
Kuwait	HSBC Bank Middle East Limited
Latvia	Swedbank AS
Lithuania	AB SEB Bankas
Luxembourg	BNP Paribas Securities Services S.C.A.
Malawi	Standard Bank Limited
Malaysia	HSBC Bank Malaysia Berhad
Mauritius	The Hongkong and Shanghai Banking Corporation Limited
Mexico	Banco Nacional de Mexico, S.A.
Morocco	Société Générale Marocaine de Banques
Namibia	Standard Bank Namibia Limited
Netherlands	J.P. Morgan Bank Luxembourg S.A. BNP Paribas Securities Services S.C.A. J.P. Morgan Bank (Ireland) PLC
New Zealand	JPMorgan Chase Bank, N.A.
Nigeria	Stanbic IBTC Bank Plc
Norway	Nordea Bank Abp
Oman	HSBC Bank Oman S.A.O.G.
Pakistan	Standard Chartered Bank (Pakistan) Limited
Peru	Citibank del Perú S.A.
Philippines	The Hongkong and Shanghai Banking Corporation Limited
Poland	Bank Handlowy w. Warszawie S.A.
Portugal	BNP Paribas Securities Services S.C.A.
Qatar	HSBC Bank Middle East Limited
Romania	Citibank Europe plc
Russia	Commercial Bank "J.P. Morgan Bank International" (Limited Liability Company)
Saudi Arabia	J.P. Morgan Saudi Arabia Company HSBC Saudi Arabia
Serbia	Unicredit Bank Srbija a.d.
Singapore	DBS Bank Ltd
Slovak Republic	UniCredit Bank Czech Republic and Slovakia, a.s.
Slovenia	UniCredit Banka Slovenija d.d.
South Africa	FirstRand Bank Limited
South Korea	Kookmin Bank Co. Ltd. Standard Chartered Bank Korea Limited
Spain	Santander Securities Services, S.A.
Sri Lanka	The Hongkong and Shanghai Banking Corporation Limited
Sweden	Nordea Bank AB (publ)
Switzerland	UBS Switzerland AG
Taiwan	JPMorgan Chase Bank, N.A.
Tanzania	Stanbic Bank Tanzania Limited

Thailand	Standard Chartered Bank (Thai) Public Company Limited
Tunisia	Banque Internationale Arabe de Tunisie, S.A.
Turkey	Citibank A.S.
Uganda	Standard Chartered Bank Uganda Limited
Ukraine	JSC Citibank
United Arab Emirates	HSBC Bank Middle East Limited
United Kingdom	JPMorgan Chase Bank, N.A. Deutsche Bank AG Depository and Clearing Centre
United States	JPMorgan Chase Bank, N.A.
Uruguay	Banco Itaú Uruguay S.A.
Vietnam	HSBC Bank (Vietnam) Ltd.
WAEMU (West African Economic and Monetary Union)	Standard Chartered Bank Côte d'Ivoire SA
Zambia	Standard Chartered Bank Zambia Plc
Zimbabwe	Stanbic Bank Zimbabwe Limited

## **DIRECTORY**

### **The Company and Head Office:**

UBS Investment Funds ICVC II  
5 Broadgate  
London EC2M 2QS

### **Authorised Corporate Director:**

UBS Asset Management Funds Ltd  
5 Broadgate  
London EC2M 2QS

### **Depository:**

NatWest Trustee and Depositary Services Limited  
250 Bishopsgate  
London EC2M 4AA

### **Transfer Agent and Registrar:**

Northern Trust Global Services Limited  
PO BOX 3733  
Wootton Bassett  
Swindon  
E14 5NT

### **Investment Manager:**

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London EC2M 2QS

### **Custodian:**

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125 London Wall  
London EC2Y 5AJ

### **Fund accounting and OTC derivatives services**

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125 London Wall  
London EC2Y 5AJ

### **Legal Advisers:**

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One Wood Street  
London EC2V 7WS

### **Auditors:**

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