MEDIOLANUM

Portfolio

mediolanum
INTERNATIONAL FUNDS

PROSPECTUS

If you are in doubt about the contents of this Prospectus, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

MEDIOLANUM PORTFOLIO FUND

(an open-ended umbrella unit trust established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, as amended).

Dated: July 29, 2015

PRELIMINARY

THIS PROSPECTUS MAY ONLY BE ISSUED WITH ITS SUB-FUND INFORMATION CARD ATTACHED. THE SUB-FUND INFORMATION CARD CONTAINS SPECIFIC INFORMATION RELATING TO EACH SUB-FUND.

SEPARATE CLASS INFORMATION CARDS MAY BE ISSUED CONTAINING SPECIFIC INFORMATION RELATING TO ONE OR MORE CLASSES WITHIN A SUB-FUND.

The Fund is an open-ended umbrella unit trust authorised by the Central Bank pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. No. 352 of 2011) as amended or supplemented from time to time and any notices or regulations that may from time to time be issued by the Central Bank affecting the Fund (the "UCITS Regulations").

Authorisation of the Fund and approval of its Sub-Funds by the Central Bank is not an endorsement or guarantee of the Fund or of its Sub-Funds by the Central Bank nor is the Central Bank responsible for the contents of this Prospectus. The authorisation of the Fund and approval of its Sub-Funds by the Central Bank shall not constitute a warranty as to the performance of the Fund or of its Sub-Funds and the Central Bank shall not be liable for the performance or default of the Fund or of its Sub-Funds.

The Directors of the Manager of the Fund, whose names appear under the heading "Management of the Fund", accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, issue or sale of Units, other than those contained in this Prospectus and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Manager. Neither the delivery of this Prospectus nor the offer, issue or sale of any of the Units shall under any circumstances create any implication or constitute a representation that the information given in this Prospectus is correct as of any time subsequent to the date hereof.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation to 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. The distribution of this Prospectus and the offer, issue or sale of Units in certain jurisdictions may be restricted and, accordingly, persons into whose possession this Prospectus comes are required to inform themselves about, and to observe, such

restrictions. Prospective investors should inform themselves as to (a) the legal requirements within their own jurisdictions for the purchase or holding of Units, (b) any foreign exchange restrictions which may affect them, and (c) the income and other tax consequences which may apply in their own jurisdictions relevant to the purchase, holding or disposal of Units.

The Units have not been registered under the United States Securities Act of 1933, as amended, or under the United States Investment Company Act of 1940, as amended, and may not be offered, sold, or delivered directly or indirectly in the United States (except in accordance with an applicable exemption from the registration requirements of such Acts) or to, or for the account or benefit of, any US Person.

Applicants will be required to certify that they are not US Persons.

The latest published annual and half yearly reports of the Fund will be supplied to the investors free of charge on request and will be available to the public as further described in the section headed "Reports".

The Directors of the Manager are satisfied that no actual or potential conflict of interest arises as a result of the Manager managing other funds. However, if any conflict of interest should arise, the Directors will endeavour to ensure that it is resolved fairly and in the interest of Unitholders.

Each Investment Manager and Delegate Investment Manager is satisfied that no actual or potential conflict arises as a result of it managing or advising other funds. However, if any conflict of interest should arise, the relevant Investment Manager or Delegate Investment Manager will endeavour to ensure that it is resolved fairly and in the interest of Unitholders.

Each Investment Manager and Delegate Investment Manager may effect transactions by or through the agency of another person with whom that Investment Manager or Delegate Investment Manager and any entity related to that Investment Manager or Delegate Investment Manager has arrangements under which that party will from time to time provide or procure for that Investment Manager or Delegate Investment Manager or any party related to that Investment Manager goods, services or other benefits, such as research and advisory services, computer hardware associated with specialised software or research measures and performance measures etc., the nature of which is such that their provision can reasonably be expected to benefit the Sub-Fund and may contribute to an improvement in the performance of the Sub-Fund and of that Investment Manager or Delegate Investment Manager or any entity related to that Investment Manager or Delegate Investment Manager in providing services to a Sub-Fund and for which no direct payment is made but instead that Investment Manager or Delegate Investment Manager and any entity related to that Investment Manager or Delegate Investment Manager undertake to place business with that party. For the avoidance of doubt, such goods and services do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employees' salaries or direct money

payments. Where an Investment Manager or Delegate Investment Manager enters into soft commission arrangements it must ensure that:

(i) the broker or counterparty to the arrangement has agreed to provide best execution to the Sub-Fund;

(ii) benefits provided under the arrangement must be those which assist in the provision of investment services to the Sub-Fund;

(iii) there is adequate disclosure in the periodic reports issued by the Fund.

Statements made in this Prospectus are based on the law and practice currently in force in Ireland and are subject to changes in that law.

Investors should note that because investments in securities can be volatile and that their value may decline as well as appreciate, there can be no assurance that a Sub-Fund will be able to attain its objective. ***The price of Units as well as the income therefrom may go down as well as up to reflect changes in the Net Asset Value of a Sub-Fund.***

An investment should only be made by those persons who could sustain a loss on their investment, should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Attention is drawn to the section headed "Risk Factors".

MEDIOLANUM Portfolio

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1 DEFINITIONS

The following definitions apply throughout this Prospectus unless the context otherwise requires:-

"Accounting Date"	the date by reference to which the annual accounts of the Fund and each of its Sub-Funds shall be prepared and shall be December 31 in each year or (in the case of the termination of the Fund or of a Sub-Fund) the date on which monies required for the final distribution shall have been paid to the Unitholders in the relevant Sub-Fund or Sub-Funds with the prior approval of the Central Bank
"Accounting Period"	in respect of each Sub-Fund, a period ending on an Accounting Date and commencing (in the case of the first such period) from and including the date of the first issue of Units of the relevant Sub-Fund or (in any other case) from the end of the last Accounting Period
"Administration Agreement"	an agreement dated February 7, 2005 between the Manager and the Administrator, as amended and restated on June 17, 2009 and as amended by way of a first supplemental administration agreement on October 26, 2012 and as may be further amended from time to time in accordance with the requirements of the Central Bank
"Administrator"	RBC Investor Services Ireland Limited or any other company appointed by the Manager and approved by the Central Bank as administrator of the Fund
"Administration Expenses"	the sums necessary to provide for all costs, charges and expenses including, but not limited to, index calculation, performance attribution, risk control and similar services' fees and expenses, costs, fees and expenses incurred by the Manager in connection with any securities lending programmes, courier's fees, telecommunication costs and expenses, out-of-pocket expenses, legal and professional expenses which the Manager incurs whether in litigation on behalf of the Fund or any of its Sub-Funds or in connection with the establishment of or ongoing administration of the Fund or any of its Sub-Funds or Classes or otherwise together with the costs, charges and expenses, including translation costs, of any notices including but not limited to reports, prospectuses,

	listing particulars and newspaper notices given to Unitholders in whatever manner plus value added tax (if any) on any such costs, charges and expenses and all properly vouched fees and reasonable out-of-pocket expenses of the Administrator (as administrator and as registrar and transfer agent), any investment manager, delegate investment manager, distributor, paying agent and/or correspondent bank incurred pursuant to a contract to which the Manager or the Manager's delegate and such person are party
"AIMA"	the Alternative Investment Management Association
"Business Day"	every day which is a bank business day in Dublin, Milan and Luxembourg or such other day or days as the Manager may determine from time to time
"Central Bank"	the Central Bank of Ireland or any successor body thereto
"Central Bank Notices"	any notices issued by the Central Bank from time to time
"Class" or "Class of Units"	a Class of Units of a Sub-Fund
"Correspondent Bank"/ "Paying Agent"	any one or more companies or any other company appointed by the Manager as correspondent bank or paying agent for the Fund and its Sub-Funds
"Dealing Day"	unless otherwise specified for a particular Sub-Fund or Sub-Funds in the Sub-Fund Information Card attached to this Prospectus every Business Day or such other day or days as the Manager may from time to time determine provided there shall be at least one dealing day every fortnight and that all Unitholders are notified in advance
"Delegate Investment Manager"	any one or more persons or companies or any other or person or company to whom an Investment Manager has in accordance with the requirements of the Central Bank delegated all or part of its responsibilities to manage the assets of one or more Sub-Funds
"Disbursements"	includes in relation to the Trustee all disbursements properly made by the Trustee in connection with its trusteeship of the Fund and each of its Sub-Funds under the Trust Deed including (but not

	limited to) costs, fees and expenses relating to securities lending programmes, courier's fees, telecommunication costs and expenses and the fees (at normal commercial rates) and out-of-pocket expenses of any sub-custodian appointed by it pursuant to the provisions of the Trust Deed and all costs, charges and expenses of every kind which it may suffer or incur in connection with such trusteeship of the Fund and of each of its Sub-Funds (including the establishment thereof) and all matters attendant thereon or relative thereto and all legal and other professional expenses incurred or suffered by it in relation to or in any way arising out of the Fund and of each of its Sub-Funds (including the establishment thereof) and any value added tax liability incurred by the Trustee arising out of the exercise of its powers or the performance of its duties pursuant to the provisions of the Trust Deed
"Distribution Date"	the date or dates by reference to which a distribution may at the option of the Manager be declared
"Distribution Payment Date"	the date upon which the Manager shall determine to make payment of a distribution which shall be within 30 days of the Manager declaring a distribution
"Distribution Period"	any period ending on an Accounting Date or a Distribution Date as the Manager may select and beginning on the day following the last preceding Accounting Date, or the day following the last preceding Distribution Date, or the date of the initial issue of "B" Units of a Sub-Fund or Class, as the case may be
"Distributor"	any one or more persons or companies or any other person or company appointed by the Manager as distributor of one or more Classes of Unit of a Sub-Fund
"Exempt Irish Investor"	means:- (a) a pension scheme which is an exempt approved scheme within the meaning of Section 774 of the Taxes Act or a retirement annuity contract or a trust scheme to which Section 784 or 785 of the Taxes Act applies;

(b) a company carrying on life business within the meaning of Section 706 of the Taxes Act;

(c) an investment undertaking within the meaning of Section 739B(1) of the Taxes Act;

(d) a special investment scheme within the meaning of Section 737 of the Taxes Act;

(e) a charity being a person referred to in Section 739D(6)(f)(i) of the Taxes Act;

(f) a unit trust to which Section 731(5)(a) of the Taxes Act applies;

(g) a qualifying fund manager within the meaning of Section 784A(1)(a) of the Taxes Act where the Units held are assets of an approved retirement fund or an approved minimum retirement fund;

(h) a qualifying management company within the meaning of Section 739B of the Taxes Act;

(i) a personal retirement savings account ("PRSA") administrator acting on behalf of a person who is entitled to exemption from income tax and capital gains tax by virtue of Section 787I of the Taxes Act and the Units are assets of a PRSA;

(j) a credit union within the meaning of Section 2 of the Credit Union Act, 1997;

(k) the National Treasury Management Agency;

(l) the National Asset Management Agency;

(m) a company which is within the charge to corporation tax in accordance with Section 110(2) of the Taxes Act in respect of payments made to it by the Fund; or

(n) any other Irish Resident or persons who are Ordinarily Resident in Ireland who may be permitted to own Units under taxation legislation or by written practice or concession of the

Revenue Commissioners without giving rise to a charge to tax in the Fund or jeopardising tax exemptions associated with the Fund giving rise to a charge to tax in the Fund;

provided that they have correctly completed the Relevant Declaration

"Fund"	Mediolanum Portfolio Fund
"Global Distributor"	Mediolanum International Funds Limited or any other person or persons for the time being duly appointed global distributor of the Units in succession to Mediolanum International Funds Limited
"Intermediary"	An 'intermediary' means a person who; (i) carries on a business which consists of, or includes, the receipt of payments from an investment undertaking on behalf of other persons; or (ii) holds units in an investment undertaking on behalf of other persons.
"Investment Manager"	any one or more persons or companies or any other person or company appointed by the Manager in accordance with the requirements of the Central Bank as investment manager of a Sub-Fund
"IOSCO"	the International Organisation of Securities Commissions
"Ireland"	the Republic of Ireland
"Irish Resident"	• in the case of an individual, means an individual who is resident in Ireland for tax purposes. • in the case of a trust, means a trust that is resident in Ireland for tax purposes. • in the case of a company, means a company that is resident in Ireland for tax purposes. An individual will be regarded as being resident in Ireland for a tax year if he/she is present in Ireland: (1) for a period of at least 183

days in that tax year; or (2) for a period of at least 280 days in any two consecutive tax years, provided that the individual is resident in Ireland for at least 31 days in each period. In determining days present in Ireland, an individual is deemed to be present if he/she is in Ireland at any time during the day. This new test takes effect from 1 January 2009 (previously in determining days present in Ireland an individual was deemed to be present if he/she was in Ireland at the end of the day (midnight)).

A trust will generally be Irish resident where the trustee is resident in Ireland or a majority of the trustees (if more than one) are resident in Ireland.
A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where:-

- the company or a related company carries on a trade in Ireland, and either the company is ultimately controlled by persons resident in EU Member States or in countries with which Ireland has a double taxation treaty, or the company or a related company are quoted companies on a recognised Stock Exchange in the EU or in a treaty country under a double taxation treaty between Ireland and that country;

or

- the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and potential investors are referred to the specific legislative provisions that are contained in Section 23A of the Taxes Act

"Manager"	Mediolanum International Funds Limited or any other company approved by the Central Bank as manager of the Fund
"Member State"	a member state of the European Union

"***Money Market Instruments***"	instruments normally dealt in on the money market which are liquid, and have a value which can be accurately determined at any time
"Net Asset Value of a Class"	the net asset value of a Class calculated in accordance with the provisions of the Trust Deed, as described under "Administration of the Fund - Calculation of Net Asset Value"
"Net Asset Value of the Fund"	the aggregate Net Asset Value of all the Sub-Funds
"Net Asset Value of a Fund"	the net asset value of a Sub-Fund calculated in accordance with the provisions of the Trust Deed, as described under "Administration of the Fund - Calculation of Net Asset Value" ***a Sub-***
"Net Asset Value per Unit"	the net asset value per Unit of a Class calculated in accordance with the provisions of the Trust Deed, as described under "Administration of the Fund - Calculation of Net Asset Value"

"Ordinarily Resident in Ireland"

- in the case of an individual, an individual who is ordinarily resident in Ireland for tax purposes.

- in the case of a trust, a trust that is ordinarily resident in Ireland for tax purposes.

An individual will be regarded as ordinarily resident for a particular tax year if he/she has been Irish Resident for the three previous consecutive tax years (i.e. he/she becomes ordinarily resident with effect from the commencement of the fourth tax year). An individual will remain ordinarily resident in Ireland until he/she has been non-Irish Resident for three consecutive tax years. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2011 to 31 December 2011 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year 1 January 2014 to 31 December 2014

The concept of a trust's ordinary residence is somewhat obscure and linked to its tax residence.

"Recognised Clearing System"	Bank One NA, Depositary and Clearing Centre, Central Moneymarkets Office, Clearstream Banking AG, Clearstream Banking SA, CREST, Depositary Trust Company of New York, Euroclear, Japan Securities Depository Center, Monte |Titoli SPA, Netherlands Centraal Instituutvoor Giraal Effectenverkeer BV, National Securities Clearing System, Sicovam SA, SIS Sega Intersettle AG or any other system for clearing units which is designated for the purposes of Chapter 1A in Part 27 of the Taxes Act, by the Irish Revenue Commissioners as a recognised clearing system
"Recognised Exchange"	any regulated stock exchange or market on which a Sub-Fund may invest. A list of those stock exchanges or markets is contained in Appendix II hereto
"Relevant Declaration"	the declaration relevant to the Unitholder as set out in Schedule 2B of the Taxes Consolidation Act, 1997 as amended. The Relevant Declaration for investors who are neither Irish Resident nor Ordinarily Resident in Ireland (or Intermediaries acting for such investors) is set out in the application form accompanying this Prospectus
"Relevant Period"	a period of 8 years beginning with the acquisition of a Unit by a Unitholder and each subsequent period of 8 years beginning immediately after the preceding relevant period
"Securities Act"	the United States Securities Act of 1933, as amended
"Sub-Funds"	the sub-funds listed in the Sub-Fund Information Card attached to this Prospectus and any other sub-fund established by the Manager from time to time with the approval of the Trustee and of the Central Bank
"Taxes Act"	The Taxes Consolidation Act, 1997 (of Ireland) as amended
"Trust Deed"	the deed of trust dated February 7, 2005 between the Manager and the Trustee, as amended by a deed relating to the retirement and appointment of the Trustee dated the 3rd day of January, 2006 between the Manager and the Trustee, a first supplemental trust deed dated June 17, 2009, a second supplemental trust deed dated

	October 30, 2009, a third supplement trust deed dated June 25, 2010, a fourth supplemental trust deed dated October 26, 2012 and as may be further amended from time to time in accordance with the requirements of the Central Bank
"Trustee"	RBC Investor Services Bank S.A., Dublin Branch or any other company approved by the Central Bank as trustee of the Fund
"UCITS"	means an Undertaking for Collective Investment in Transferable Securities established pursuant to EC Council Directive 85/611/EEC of 20 December 1985 as amended, consolidated or substituted from time to time
"UCITS Notices"	a notice or notices with respect to UCITS issued from time to time by the Central Bank as the competent authority with responsibility for the authorisation and supervision of Irish UCITS
"UCITS Regulations"	the European Communities Undertakings for Collective Investment in Transferable Securities Regulations, 2011 (S.I. No. 352 of 2011) (as amended, consolidated or substituted from time to time) and any regulations or notices issued by the Central Bank pursuant thereto for the time being in force
"United States"	the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction
"US Person"	any citizen or resident individual of the United States, a corporation, partnership or other entity created or organised in or under the laws of the United States, or any person falling within the definition of the term "U. S. person" under Regulation S promulgated under the Securities Act and who does not qualify as "accredited investors" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Includes a trust if (i) a court within the United States would have authority under applicable law to render orders or judgements concerning substantially all issues regarding administration of the trust, and (ii) one or more US Persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States.

"Specified US Person"	(i) a US citizen or resident individual, (ii) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof (iii) a trust if (a) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (b) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States or (iv) an estate of a decedent that is a citizen or resident of the US; **excluding** (1) a corporation the stock of which is regularly traded on one or more established securities markets; (2) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i); (3) the United States or any wholly owned agency or instrumentality thereof; (4) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (5) any organization exempt from taxation under section 501(a) or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code; (6) any bank as defined in section 581 of the U.S. Internal Revenue Code; (7) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code; (8) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (9) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code; (10) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code; (11) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; or (12) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code. This definition shall be interpreted in accordance with the US Internal Revenue Code
"Unitholder"	a person who is registered as the holder of a Unit from time to time

"Unit"	one undivided share in the assets of a Sub-Fund attributable to the relevant Class
"Valuation Day"	the Business Day immediately preceding a Dealing Day
"Valuation Point"	means such time as shall be specified in the Sub-Fund Information Card
"VAT"	any value added tax, goods and services tax, sales tax or other similar tax imposed by any country

In this Prospectus, unless otherwise specified, all references to "billion" are to one thousand million, to "Dollars", "US$" or "cents" are to United States dollars or cents and to "Euros" or "€" are Euro.

2 SUMMARY

The following is qualified in its entirety by the detailed information included elsewhere in this Prospectus and in the Trust Deed.

The Fund	The Fund is an open-ended umbrella unit trust established as a UCITS pursuant to the UCITS Regulations.
The Sub-Funds/ Classes	The Fund is made up of the Sub-Funds, each Sub-Fund being a single pool of assets. The Manager may, whether on the establishment of a Sub-Fund or from time to time, create more than one Class of Units in a Sub-Fund to which different levels of subscription fees and expenses (including the management fee), minimum subscription, designated currency, hedging strategy (if any) applied to the designated currency of the Class, distribution policy and such other features as the Manager may determine may be applicable. Units shall be issued to investors as Units in a Class.
Investment Objectives and Policies	The assets of a Sub-Fund will be invested separately in accordance with the investment objectives and policies of that Sub-Fund as set out in the Sub-Fund Information Card attached to this Prospectus.
Manager	Mediolanum International Funds Limited
Investment Managers	The Manager may, in accordance with the requirements of the Central Bank, appoint one or more Investment Managers to manage the assets of one or more Sub-Funds.
Delegate Investment Managers	Investment Managers may, in accordance with the requirements of the Central Bank, delegate to one or more Delegate Investment Managers some or part of their responsibility to manage the assets of one or more Sub-Funds.
Administrator	RBC Investor Services Ireland Limited
Trustee	RBC Investor Services Bank S.A., Dublin Branch

Initial Issue of Units	During the initial offer period of a Class, Units shall be issued at a given initial issue price as set out in the relevant Class Information Card attached to this Prospectus. Thereafter, Units shall be issued at the relevant Class Net Asset Value per Unit.
Redemption of Units	Units will be redeemed at the option of Unitholders at a price per Unit equal to the Net Asset Value per Unit.
Distribution Policy	The Manager intends to automatically reinvest all earnings, dividends and other distributions of whatever kind as well as realised capital gains arising from that proportion of the Net Asset Value of each Sub-Fund attributable to "A" Units pursuant to the investment objective and policies of the relevant Sub-Fund for the benefit of Unitholders in the relevant Sub-Fund. Accordingly, the Manager does not intend to make distributions in respect of "A" Units. The Manager will make distributions in respect of "B" Units out of that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units.

3 THE FUND

Introduction

The Fund, constituted on February 7, 2005, is an open-ended umbrella unit trust established as a UCITS pursuant to the UCITS Regulations. Its rules are set out in the Trust Deed which is binding upon the Trustee, the Manager and all Unitholders.

The Trust Deed constitutes the Fund which is made up of the Sub-Funds, each Sub-Fund being a single pool of assets. The Manager may, whether on the establishment of a Sub-Fund or from time to time, create more than one Class of Units in a Sub-Fund to which different levels of subscription fees and expenses (including the management fee), minimum subscription, designated currency, hedging strategy (if any) applied to the designated currency of the Class, distribution policy and such other features as the Manager may determine may be applicable. Units shall be issued to investors as Units in a Class.

The current Sub-Funds and the types of Classes available in each are listed in the Sub-Fund Information Card attached to this Prospectus. Additional Sub-Funds may, with the prior approval of the Central Bank and the Trustee, be added by the Manager and the name of each additional Sub-Fund, details of its investment objective and policies, of the types of Classes available, of the issue of Units and of Sub-Fund specific fees and expenses shall be set out in the Sub-Fund Information Card attached to this Prospectus. Additional Classes may, in accordance with the requirements of the Central Bank, be added by the Manager and the Class specific details are set out in the Classes Information Cards attached to this Prospectus.

The Manager may, with the approval of the Trustee and upon notice to the Central Bank, close any Sub-Fund or Class in existence by serving not less than thirty days notice on the Unitholders in that Sub-Fund or Class and on the Central Bank.

The proceeds from the issue of Units in a Sub-Fund shall be applied in the records and accounts of the Fund for that Sub-Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to that Sub-Fund subject to the provisions of the Trust Deed. The assets of a Sub-Fund will be invested separately in accordance with the investment objective and policies of that Sub-Fund as set out in the Sub-Fund Information Card attached to this Prospectus which shall be updated as Sub-Funds are added to the Fund or revoked, as the case may be. A separate portfolio of assets is not maintained for each Class.

Monies subscribed for each Sub-Fund should be in the denominated currency of the relevant Sub-Fund. Monies subscribed for a Sub-Fund in a currency other than the denominated currency of the Sub-Fund will be converted by the Manager to the denominated currency of the Sub-Fund at the prevailing exchange rate and such subscription shall be deemed to be in the amount so converted.

Each Sub-Fund will be treated as bearing its own liabilities as may be determined at the discretion of the Trustee with the approval of the Manager. The Fund is not liable as a whole to third parties, provided however, that if the Trustee is of the opinion that a particular liability does not relate to any particular Sub-Fund or Sub-Funds, that liability shall be borne jointly by all Sub-Funds pro rata to their respective Net Asset Values at the time when the allocation is made.

The assets of each Sub-Fund shall belong exclusively to that Sub-Fund, shall be segregated from the assets of the other Sub-Funds, shall not be used to discharge directly or indirectly the liabilities of or claims against any other Sub-Fund and shall not be available for such purpose.

Class Hedging

A Class of Units may be designated in a currency other than the base currency of the relevant Sub-Fund as detailed in the relevant Class Information Card. Changes in the exchange rate between the base currency of the Sub-Fund and such designated currency or between the denominated currency of the assets of the Sub-Fund and the designated currency of the Class may lead to a depreciation of the value of such Units as expressed in the designated currency. Depreciation of that nature may also occur as a result of changes in the exchange rate between the designated currency of a particular Class of Units and the currency of denomination of the assets of the Sub-Fund attributable to that Class of Units. The Manager/Investment Manager or the Delegate Investment Manager as appropriate, may try to mitigate the risk of depreciation of the value of such Units by using financial instruments, such as foreign exchange spot and forward contracts, as a hedge. If the Manager/Investment Manager or the Delegate Investment Manager, as appropriate, enters into such transactions then the gains/losses on and the resultant costs of the relevant transactions will be solely attributable to the relevant Class of Units and may not be combined or offset against the exposures of other Classes or specific assets. In such circumstances, Unitholders of that Class may be exposed to fluctuations in the Net Asset Value per Unit reflecting the gains/losses on and the costs of the relevant financial instruments and this strategy may substantially limit holders of the Class from benefiting if the Class currency falls against the base currency of the Sub-Fund and/or the currency in which the assets of the Fund are denominated. Where the Manager/Investment Manager or the Delegate Investment Manager, as appropriate, intends to enter into such hedging transactions it will be disclosed in the Sub-Fund Information Card attached to this Prospectus.

Where the Manager/Investment Manager or the Delegate Investment Manager, as appropriate, seeks to hedge against currency fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the Manager/Investment Manager or the Delegate Investment Manager, as appropriate. However over-hedged positions will not exceed 105% of the Net Asset Value and hedged positions will be under review by the Manager/Investment Manager or the Delegate Investment Manager, as appropriate, to ensure that positions in excess of 100% of Net Asset Value will not be carried forward from month to month. To the extent that hedging is successful

for a particular Class the performance of the Class is likely to move in line with the performance of the underlying assets with the result that investors in that Class will not gain if the Class currency falls against the base currency and/or the currency in which the assets of the relevant Sub-Fund are denominated.

Investment Objectives and Policies

The assets of a Sub-Fund will be invested separately in accordance with the investment objectives and policies of that Sub-Fund which are set out in the Sub-Fund Information Card attached to this Prospectus which shall be updated as Sub-Funds are added to the Fund or revoked, as the case may be.

The investment return to Unitholders of a particular Sub-Fund is related to the Net Asset Value of that Sub-Fund which in turn is primarily determined by the performance of the portfolio of assets held by that Sub-Fund. Where reference to a specific index or indices is made in the investment policy of a Sub-Fund, the Manager may, without assuming a change in that investment policy, change the reference index or indices to any other index or indices representing a similar or generally consistent exposure where, for reasons outside the Managers control, the original reference index or indices is no longer the benchmark index for that exposure.

Pending investment of the proceeds of a placing or offer of Units or where market or other factors so warrant, a Sub-Fund's assets may, subject to the investment restrictions set out in Appendix I of the Prospectus, be invested and held in/as Money Market Instruments, cash deposits and/or cash equivalents (held as ancillary liquid assets) denominated in such currency or currencies as the Manager may determine having consulted with the relevant Investment Manager. A Sub-Fund may also more generally and from time to time hold or maintain ancillary liquid assets including but not limited to cash deposits and/or cash equivalent assets (such as short term Money Market Instruments), subject to the investment restrictions set out in Appendix I of the Prospectus.

A Sub-Fund may, subject to the investment restrictions set out in Appendix I of the Prospectus also invest in other collective investment schemes (including exchange traded funds listed on Recognised Exchanges) where the Manager or an affiliate of the Manager may be the manager of any such collective investment scheme. No subscription fee shall be charged to the investing Sub-Fund but its investment shall be subject to the general management and fund charges applicable to investors in such collective investment schemes.

Certain Sub-Funds may be established as fund of funds or as feeder funds pursuant to the provisions of the UCITS Regulations in which case that shall be disclosed in the relevant Sub-Fund Information Card attached to this Prospectus. A feeder fund is a Sub-Fund which has been approved by the Central Bank to invest at least 85% of its assets in the units of another UCITS fund, by way of derogation from the provisions of the UCITS Regulations. A Sub-Fund may also convert to a feeder fund in accordance

with the requirements of the Central Bank. A Sub-Fund may invest in warrants, subject to the investment restrictions set out in Appendix I of the Prospectus.

A Sub-Fund may invest in warrants, subject to the investment restrictions set out in Appendix I of the Prospectus.

The Manager, in consultation with the relevant Investment Manager, is responsible for the formulation of each Sub-Fund's investment objective and investment policies and any subsequent changes to those objectives or policies. The investment objective of a Sub-Fund as disclosed in the Sub-Fund Information Card attached to this Prospectus shall not be altered or amended without prior Unitholder approval on the basis of a majority of votes cast at a general meeting of Unitholders. A material change in the investment policy of a Sub-Fund shall also require prior Unitholder approval on the basis of a majority of votes cast at general meeting of Unitholders. In the event of a change of investment objective and/or investment policies a reasonable notification period shall be provided by the Manager to enable Unitholders redeem their Units prior to implementation of such changes.

Profile of a Typical Investor

The profile of a typical investor for each Sub-Fund shall be set out in the Sub-Fund Information Card attached to this Prospectus.

Efficient Portfolio Management

Where considered appropriate, the Sub-Funds may utilise techniques and instruments for efficient portfolio management, subject to the conditions and within the limits laid down by the Central Bank. The techniques and instruments include, but are not limited to, futures, options, swaps, warrants, stocklending arrangements, repurchase / reverse repurchase agreements and forward currency contracts. Where the Manager / the Investment Manager / the Delegate Investment Manager, as appropriate, intends to use techniques and instruments for efficient portfolio management that will be disclosed in the Sub-Fund Information Card attached to this Prospectus.

Efficient portfolio management transactions relating to the assets of a Sub-Fund may be entered into by the Manager / the Investment Manager / the Delegate Investment Manager with one of the following aims a) a reduction of risk b) a reduction of cost with no increase or a minimal increase in risk c) generation of additional capital or income with no, or an acceptably low level of risk (relative to the expected return) and the diversification requirements in accordance with the Central Bank's UCITS Notice 9 "Eligible Assets and Investment Restrictions" and as disclosed in Appendix I to the Prospectus. In relation to efficient portfolio management operations the Manager / the Investment Manager / the Delegate Investment Manager will look to ensure that the techniques and instruments used are economically appropriate in that they will be realised in a cost-effective way. Such techniques and

instruments may include foreign exchange transactions which alter the currency characteristics of transferable securities held on behalf of the Fund.

A description of the main techniques and instruments that may be used for efficient portfolio management are set out below.

A Sub-Fund may sell futures on securities, currencies or interest rates to provide an efficient, liquid and effective method for the management of risks by "locking in" gains and/or protecting against future declines in value. A Sub-Fund may also buy futures on securities, currencies or interest rates to provide a cost effective and efficient mechanism for taking position in securities.

A Sub-Fund may utilise options (including equity index options, options on futures and options on swaps) to increase its current return by writing covered call options and put options on securities it owns or in which it may invest and on currencies. A Sub-Fund receives a premium from writing a call or put option, which increases the return if the option expires unexercised or is closed out at a net profit. If a Sub-Fund writes a call option, it gives up the opportunity to profit from any increase in the price of a security or currency above the exercise price of the option; when it writes a put option, a Sub-Fund takes the risk that it will be required to purchase a security or currency from the option holder at a price above the current market price of the security or currency. A Sub-Fund may terminate an option that it has written prior to its expiration by entering into a closing purchase transaction in which it purchases an option having the same terms as the option written.

A Sub-Fund may purchase put options (including equity index options, options on futures and options on swaps) to provide an efficient, liquid and effective mechanism for "locking in" gains and/or protecting against future declines in value on securities that it owns. This allows a Sub-Fund to benefit from future gains in the value of a security without the risk of the fall in value of the security. A Sub-Fund may also purchase call options (including equity index options and options on futures) to provide an efficient, liquid and effective mechanism for taking position in securities. This allows a Sub-Fund to benefit from future gains in the value of a security without the need to purchase and hold the security. A Sub-Fund may also purchase call options on currencies to protect against exchange risks.

A Sub-Fund may purchase warrants to provide an efficient, liquid mechanism for taking position in securities without the need to purchase and hold the security.

A Sub-Fund may enter into swap agreements (including total return swaps) with respect to currencies, interest rates and securities. A Sub-Fund may use these techniques to protect against changes in interest rates and currency exchange rates. A Sub-Fund may also use these techniques to take positions in or protect against changes in securities indices and specific securities prices. Details in respect of the counterparties to such swap contracts are set out below.

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

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

A Sub-Fund may enter into forward currency contracts to purchase or sell a specific currency at a future date at a price set at the time of the contract. A Sub-Fund may enter into these contracts to hedge against changes in currency exchange rates. A Sub-Fund may use one currency (or a basket of currencies) to hedge against adverse changes in the value of another currency (or a basket of currencies) when exchange rates between the two currencies are positively correlated.

A Sub-Fund may utilise stocklending agreements. In such transaction the Sub-Fund may temporarily transfer its securities to a borrower, with agreement by the borrower to return equivalent securities to the Sub-Fund at pre-agreed time. In entering into such transactions the Sub-Fund will endeavouring to increase the returns on its portfolio of securities by receiving a fee for making its securities available to the borrower. Please see Credit Risk and Counterparty Risk in the section "Risk Factors" for details of the risks involved in such practises.

A Sub-Fund may enter into repurchase / reverse repurchase agreements. Such a transaction is an agreement whereby one party sells the other a security at a specified price with a commitment to buy the security back at a later date for another specified price. The Sub-Fund may enter into such agreements as follows (a) if the Sub-Fund has short-term funds to invest then the difference between the sale and repurchase prices paid for the security represents a return to the Sub-Fund similar to interest on a loan or (b) if the Sub-Fund wishes to briefly obtain use of a particular security.

In the context of stocklending arrangements, after deduction of such other relevant amounts as may be payable under the relevant securities lending authorisation agreement, all proceeds collected on fee income arising off the securities lending programme shall be allocated between the relevant Sub-Fund and the Securities Lending Agent in such proportions (plus VAT, if any) as may be agreed in writing from time to time and disclosed in the annual report of the Fund. All costs or expenses arising in connection with the securities lending programme, including the fees of the Trustee, should be borne by the relevant Sub-Fund, the Securities Lending Agent and any sub-agent appointed by the Securities Lending Agent in such proportions as may be agreed in writing from time to time and disclosed in the annual report of the Fund.

Transaction costs may be incurred in respect of other efficient portfolio management techniques in respect of a Sub-Fund. All revenues from efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the relevant Sub-Fund. Any direct and indirect operational costs/fees arising from efficient portfolio management techniques do not include hidden revenue and will be paid to such entities as outlined in the annual report of the Fund, which shall indicate if the entities are related to the Manager or the Trustee.

Financial Derivative Instruments

The Fund and each Sub-Fund may invest in financial derivative instruments ("FDIs") for investment purposes where specified in the Sub-Fund Information Card attached to this Prospectus.

The Manager will employ a risk management process which will enable it to monitor and measure the risks attached to financial derivative positions and details of this process have been provided to the Central Bank. The Manager will not utilise financial derivatives which have not been included in the risk management process until such time as a revised risk management process has been reviewed by the Central Bank. The Manager will provide on request to Unitholders supplementary information relating to the risk management methods employed including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.

For the purpose of providing margin or collateral in respect of transactions in financial derivative instruments, the Trustee, upon instruction from the Manager or its delegate, as appropriate, may transfer, mortgage, charge or encumber any assets or cash forming part of the relevant Sub-Fund in accordance with normal market practice.

Collateral Management

In accordance with the requirements of the Central Bank, the Investment Manager will also employ a collateral management policy for and on behalf of the Fund and each Sub-Fund in respect of collateral received in respect of OTC financial derivative transactions whether used for investment or for efficient portfolio management purposes. Any collateral received by the Fund for and on behalf of a

Sub-Fund on a title transfer basis shall be held by the Trustee. For other types of collateral arrangements, the collateral may be held with a third party custodian which is subject to prudential supervision and which is unrelated to the collateral provider.

Where necessary, a Sub-Fund will accept collateral from its counterparties in order to reduce counterparty risk exposure generated through the use of over the counter derivative instruments and efficient portfolio management techniques. Any collateral received by a Sub-Fund shall comprise of cash collateral and/or government backed securities of varying maturity which satisfy the requirements of the Central Bank relating to non-cash collateral which may be received by a UCITS.

Any cash collateral received will not be reinvested and all collateral received by a Sub-Fund on a title transfer basis shall be held by the Trustee. For other types of collateral arrangements, the collateral may be held with a third party custodian which is subject to prudential supervision and which is unrelated to the collateral provider.

The level of collateral required to be posted may vary by counterparty with which a Sub-Fund trades and shall be in accordance with the requirements of the Central Bank. The haircut policy applied to posted collateral will be negotiated on a counterparty basis and will vary depending on the class of asset received by the Sub-Fund, taking into account the characteristics of the assets received as collateral such as the credit standing or the price volatility and the outcome of any liquidity stress testing policy.

Counterparty Procedures

The Investment Manager approves the counterparties used for dealing, establishes counterparty credit limits for them and monitors them on an on-going basis.

The Investment Manager's counterparty selection criteria include a review of the structure, management, financial strength, internal controls and general reputation of the counterparty in question, as well as the legal, regulatory and political environment in the relevant markets. The selected counterparties are then monitored using latest available market information. Counterparty exposure is monitored and reported to the Manager on a regular basis. Any broker counterparty selected must be appropriately registered and meet operational efficiency requirements.

Please refer to risk factors under the heading "Risk Factors" in the Prospectus for the counterparty risks that apply to the Sub-Funds.

Permitted Investments and Investment Restrictions

Investment of the assets of each Sub-Fund must comply with the UCITS Regulations. The Manager may impose further restrictions in respect of any Sub-Fund. The investment and borrowing restrictions applying to the Fund and each Sub-Fund are set out in Appendix I to this Prospectus.

It is intended that the Manager shall have the power (subject to the prior approval of the Central Bank) to avail itself of any change in the investment and borrowing restrictions specified in the UCITS Regulations which would permit investment by the Fund in any forms of investment in which investment is at the date of this Prospectus restricted or prohibited under the UCITS Regulations. In accordance with the provisions of the UCITS Regulations the Trustee may charge the assets of the Fund or a Sub-Fund as security for such borrowings.

Distribution Policy

The Manager intends to automatically reinvest all earnings, dividends and other distributions of whatever kind as well as realised capital gains arising from that proportion of the Net Asset Value of each Sub-Fund attributable to "A" Units pursuant to the investment objective and policies of the relevant Sub-Fund for the benefit of "A" Unitholders in the relevant Sub-Fund. Accordingly, the Manager does not intend to make distributions in respect of "A" Units.

The Manager will make distributions in respect of "B" Units. Any distribution in respect of the "B" Units of a Sub-Fund shall be made on a Distribution Payment Date or as soon as practicable thereafter.

The amount available for distribution to "B" Unitholders in respect of any Distribution Period shall be a sum equal to the aggregate of (i) the net income received by the Trustee (whether in the form of dividends, interest or otherwise) during the Distribution Period in relation to that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units, and (ii) if considered necessary in order to maintain a reasonable level of dividend distributions, realised and unrealised capital gains less realised and unrealised capital losses made during the Distribution Period on the disposal/valuation of assets arising from that proportion of the Net Asset Value of the relevant Sub-Fund attributable to "B" Units subject to such adjustments as may be appropriate under the following headings:

(a) addition or deduction of a sum by way of adjustment to allow for the effect of sales or purchases cum or ex dividend;

(b) addition of a sum representing any interest or dividends or other income accrued but not received by the Trustee at the end of the Distribution Period and deduction of a sum representing (to the extent that an adjustment by way of addition has been made in respect of any previous Distribution Period) interest or dividends or other income accrued at the end of the previous Distribution Period;

(c) addition of the amount (if any) available for distribution in respect of the last preceding Distribution Period but not distributed in respect thereof;

(d) addition of a sum representing the estimated or actual repayment of tax resulting from any claims in respect of income tax relief or double taxation relief or otherwise;

(e) deduction of the amount of tax or other estimated or actual liability properly payable out of the income of that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units;

(f) deduction of a sum representing participation in income paid upon the cancellation of "B" Units during the Distribution Period; and

(g) deduction of such amount as the Administrator may certify necessary in respect of any expenses, remunerations or other payments (including Administration expenses, Disbursements and the service charge) accrued during the Distribution Period and properly payable out of the income or capital of that proportion of the Net Asset Value of the Sub-Fund attributable to "B" Units.

The amount to be distributed in respect of each Distribution Period shall be determined by the Manager in consultation with the relevant Investment Manager or Delegate Investment Manager within the amount available for distribution provided that any amount which is not distributed in respect of such Distribution Period may be carried forward to the next Distribution Period.

Distributions not claimed within six years from their due dates will lapse and revert to the relevant Sub-Fund.

Any distribution payable to a "B" Unitholder will be paid in Euro by bank transfer or cheque. Every such bank transfer or cheque shall be made payable to the order of such "B" Unitholder or, in the case of joint "B" Unitholders, made payable to the order of the first named joint "B" Unitholder on the register at the risk of such "B" Unitholder or joint "B" Unitholders.

Where the amount of any distribution payable to an individual "B" Unitholder is less than Euro 50, the Manager at its sole discretion may elect not to make any such distribution and, in lieu thereof, to issue and credit to the account of the relevant "B" Unitholder the number of "B" Units in the relevant Sub-Fund corresponding to the relevant Euro amount calculated at the Net Asset Value per "B" Unit pertaining on the relevant Distribution Date. A subscription fee shall not be deducted from such amount.

The distribution policy in relation to each Sub-Fund is set out in the Sub-Fund Information Card attached to this Prospectus. Any change to the distribution policy will be disclosed in a revised Prospectus and/or Sub-Fund Information Card and notified to Unitholders in advance.

RISK FACTORS

Potential investors should consider the following risk factors before investing in any of the Sub-Funds. These risk factors are not necessarily applicable to all Sub-Funds of the Fund and investors should have regard to the investment objectives and policies of the relevant Sub-Fund when considering the risk factors of the Fund.

General

Potential investors should be aware that the value of Units and the income therefrom can, in common with other shares or units, fluctuate. There is no assurance that the investment objective of a Sub-Fund will actually be achieved. The difference at any one time between the issue and redemption price of Units means that an investment in a Sub-Fund should be viewed as medium to long term.

Where an individual Unitholder invests in any given Sub-Fund an amount via a savings plan (i.e investing at regular intervals), their level of volatility and risk is lower than that derived from investing the same amount via a single lump-sum.

Fund of Funds Risk

As certain Sub-Funds may be established as fund of funds or feeder funds, attention of investors in such Sub-Funds is drawn to the following risks in particular.

Investments in underlying funds contain the same market and liquidity risks associated with the underlying investments but also operational risks (including governance and valuation risks) associated with investing in the underlying fund manager.

Dependence on the Investment Manager and underlying fund managers

The success of certain Sub-Funds depends upon the Investment Manager or Delegate Investment Manager, as appropriate, selecting successful underlying collective investment schemes to invest in ("underlying funds"), as well as on the underlying fund managers implementing investment strategies that achieve the underlying funds' respective investment objectives. There can be no assurance that either the Investment Manager, the Delegate Investment Manager or the underlying fund managers will be able to do so. In particular, subjective (as opposed to systematic) decisions made by the Investment Manager or the Delegate Investment Manager, as appropriate and an underlying fund manager may cause the relevant Sub-Fund to decline (or not to increase) in a manner in which less subjective decision making might have avoided.

Duplication of Costs/Performance Fees

It should be noted that the Sub-Funds incur costs and fees paid to the Investment Manager and other service providers. In addition, a Sub-Fund may incur costs in its capacity as an investor in underlying funds which in turn pay fees to their underlying fund managers and other service providers.

Some of the underlying funds may be required to pay performance fees to their managers. Under these arrangements the underlying fund managers will benefit from the appreciation, including unrealised appreciation of the investments of such underlying funds, but they are not similarly penalised for realised or unrealised losses.

As a consequence, the costs of the relevant Sub-Fund may represent a higher percentage of the Net Asset Value than would typically be the case with direct investment or in the case of investment funds which invest directly.

Valuation Risk

A Sub-Fund which invests in underlying funds may be subject to valuation risk due to the manner and timing of valuations of the relevant Sub-Fund's investments. Underlying funds may be valued by fund administrators resulting in valuations which are not verified by an independent third party on a regular or timely basis. Accordingly there is a risk that (i) the valuations of Sub-Funds may not reflect the true value of underlying fund's holdings at a specific time which could result in significant losses or inaccurate pricing for these Sub-Funds and/or (ii) valuation may not be available at the relevant Valuation Day for the particular Dealing Day for the Sub-Fund so that some or all of the assets of the Sub-Fund may be valued on an estimated basis.

Underlying Funds

While the Investment Manager or Delegate Investment Manager, as appropriate, will exercise reasonable care to comply with the investment restrictions applicable to a particular Sub-Fund, the manager of and/or service providers to the underlying schemes are not obliged to comply with such investment restrictions in the management / administration of underlying schemes. No assurance is given that the investment restrictions of a Sub-Fund with respect to individual issuers or other exposures will be adhered to by underlying schemes or that, when aggregated, exposure by underlying schemes to individual issuers or counterparties will not exceed the investment restrictions applicable to a particular Sub-Fund. If the investment restrictions applicable to the investments directly made by a Sub-Fund are exceeded for reasons beyond the control of the Manager or as a result of the exercise of subscription rights, the Directors shall adopt as a priority objective the remedying of that situation, taking due account of the interests of the Unitholders of the relevant Sub-Fund or Sub-Funds.

Redemption and Liquidity Risk

A Sub-Fund which invests in underlying funds may be subject to a liquidity risk due to the manner and timing of potential redemptions from the underlying funds. Underlying funds may be entitled to delay acceptance of redemption requests or payment of redemption proceeds from a Sub-Fund.

Market Capitalisation Risk

The securities of small- to medium-sized (by market capitalisation) companies, or financial instruments related to such securities may have a more limited market than the securities of larger companies. Accordingly, it may be more difficult to effect sales of such securities at an advantageous time or without a substantial drop in price than securities of a company with a large market capitalisation and broad trading market. In addition, securities of small- to medium-sized companies may have greater price volatility as they are generally more vulnerable to adverse market factors such as unfavourable economic reports.

Emerging Markets Risk

Certain Sub-Funds may invest in equity securities of companies in emerging markets. Such securities may involve a high degree of risk and may be considered speculative. Risks include (i) greater risk of expropriation, confiscatory taxation, nationalization, and social, political and economic instability; (ii) the small current size of the markets for securities of emerging markets issuers and the currently low or non-existent volume of trading, resulting in lack of liquidity and in price volatility, (iii) certain national policies which may restrict a Sub-Fund's investment opportunities including restrictions on investing in issuers or industries deemed sensitive to relevant national interests; and (iv) the absence of developed legal structures governing private or foreign investment and private property.

The economics of emerging markets in which a Sub-Fund may invest may differ favourably or unfavourably from the economics of industrialised countries. The economies of developing countries are generally heavily dependant on international trade and have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. Investments in emerging markets entail risks which include the possibility of political or social instability, adverse changes in investment or exchange control regulations, expropriation and withholding of dividends at source. In addition, such securities may trade with less frequency and volume than securities of companies and governments of developed, stable nations. Whilst each Sub-Fund invests in transferable securities there is also a possibility that redemption of Units following a redemption request may be delayed due to the illiquid nature of such investments.

Registration Risk

In some emerging market countries evidence of legal title to shares is maintained in "book-entry" form. In order to be recognised as the registered owner of the shares of a company, a purchaser or purchaser's representative must physically travel to a registrar and open an account with the registrar (which, in certain cases, requires the payment of an account opening fee). Thereafter, each time that the purchaser purchases additional shares of the company, the purchaser's representative must present to the registrar powers of attorney from the purchaser and the seller of such shares, along with evidence of such purchase, at which time the registrar will debit such purchased shares from the seller's account maintained on the register and credit such purchased shares to the purchaser's account to be maintained on the register.

The role of the registrar in such custodial and registration processes is crucial. Registrars may not be subject to effective government supervision and it is possible for a Sub-Fund to lose its registration through fraud, negligence or mere oversight on the part of the registrar. Furthermore, while companies in certain emerging market countries may be required to maintain independent registrars that meet certain statutory criteria, in practice, there can be no guarantee that this regulation has been strictly enforced. Because of this possible lack of independence, management of companies in such emerging market countries can potentially exert significant influence over the shareholding in such companies. If the company register were to be destroyed or mutilated, the Sub-Fund's holding of the relevant shares of the company could be substantially impaired, or in certain cases, deleted. Registrars often do not maintain insurance against such occurrences, nor are they likely to have assets sufficient to compensate the Sub-Fund as a result thereof. While the registrar and the company may be legally obliged to remedy such loss, there is no guarantee that either of them would do so, nor is there any guarantee that the Sub-Fund would be able to successfully bring a claim against them as a result of such loss. Furthermore, the registrar or the relevant company could wilfully refuse to recognise the Sub-Fund as the registered holder of shares previously purchased by the Sub-Fund due to the destruction of the company's register.

Technology Stock Risk

The value of Units of a Sub-Fund which invests in technology stock may be susceptible to factors affecting technology and technology-related industries and to greater risk and market fluctuation than an investment in a scheme that invests in broader range of securities. Technology and technology-related industries may be subject to greater governmental regulation than many other industries in certain countries - changes in governmental policies and the need for regulatory approvals may have a material adverse effect on these industries. Additionally, these companies may be subject to risks of developing technologies, competitive pressures and other factors and are dependent upon consumer and business acceptance as new technologies evolve. Securities of smaller, less experienced companies also may involve greater 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.

A Sub-Fund may invest in transferable securities in developing countries with new or developing capital markets. These countries may have relatively unstable governments, economies based on only a few industries and securities markets that trade a limited number of securities and which are subject to a lesser degree of supervision and regulation by the competent authorities. Securities of issuers located in these countries tend to have volatile prices and offer the potential for substantial loss as well as gain. Furthermore, the available information about issuers located in these countries might be limited. In addition, these securities may be less liquid than investments in more established markets as a result of the inadequate trading volume or restrictions on trading imposed by the governments of such countries.

Political and/or Regulatory Risks

The value of a Sub-Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. As some of the Sub-Funds may invest in markets where the custodial and/or settlement systems are not fully developed, the assets of the Sub-Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Trustee will have no liability.

Equity-Linked Warrants

Equity-linked warrants provide an easy way for investors to gain access to markets where entry is difficult and time consuming due to regulatory issues. This is especially true in India and Taiwan. A typical transaction is structured as follows: a broker would issue the warrants to the Fund and in turn, the local branch of the broker would buy the local shares and issue a call warrant hedged on the underlying holding. If the Fund exercises the call and closes the position, the broker would sell the underlying stock and redeem the warrant.

Each warrant issued represents one share of the underlying security. Price, performance and liquidity are all directly linked to the underlying security. The warrants are redeemable at 100% of the value of the underlying security (less transaction costs). Although warrant holders have no voting rights, they would benefit from all corporate actions (i.e. cash and stock dividends, splits, rights issuance etc.).

Warrants are issued as American and European style. American style warrants can be exercised at any time. European style warrants cannot be exercised before maturity date, but the investor may elect to sell the warrant back to the issuer, with an early redemption penalty. In these cases, the issuer is under no obligations to buy the warrant back from the investor.

Fixed Income Risks

Fixed income instruments are subject to the risk of an issuer's inability to meet principal and interest payments on the obligation (credit risk) and may also be subject to price volatility due to such facts as interest rate sensitivity (interest rate risk), market perception and of the creditworthiness of the issuer and general market liquidity (market risk). Investors should be aware of currency risk which may affect a Sub-Fund's performance independent of the performance of its securities investments. Lower rated (i.e. sub-investment grade) securities are more likely to react to developments affecting market and credit risk than are more highly rated securities, which react primarily to movements in the general level of interest rates. In addition, certain Sub-Funds may invest in emerging market debt which is accompanies by higher risks, due to the greater political, credit and currency risks associated with investment in these markets.

High Yield/Low Rated Debt Securities

The market value of corporate debt securities rated below investment grade and comparable unrated securities tend to be more sensitive to company-specific developments and changes in economic conditions than higher rated securities. Issuers of these securities are often highly leveraged, so that their ability to service debt obligations during an economic downturn may be impaired. In addition, such issuers may not have more traditional methods of financing available to them, and may be unable to repay debt at maturity by refinancing. The risk of loss due to default in payment of interest or principal by such issuers is significantly greater than in the case of investment grade securities because such securities frequently are subordinated to the prior payment of senior indebtedness.

Many fixed income securities, including certain corporate debt securities in which a Sub-Fund may invest, contain call or buy-back features which permit the issuer of the security to call or repurchase it. If an issuer exercises such a "call option" and redeems the security the Sub-Fund may have to replace the called security with a lower yielding security, resulting in a decreased rate of return for the Sub-Fund.

A Sub-Fund will not necessarily sell an investment if its rating is reduced after the Manager/Investment Manager or the Delegate Investment Manager purchases it. To the extent that a security is assigned a different rating by one or more of the various rating agencies, the Manager/Investment Manager or the Delegate Investment Manager will use the highest rating assigned by any agency.

Debt securities rated below BBB or its equivalent and comparable unrated securities are considered below investment grade. These types of securities are considered to be of poor standing and mainly speculative, and those in the lowest rating category may be in default and are generally regarded by the rating agency as having extremely poor prospects of ever attaining any real investment standing. They reflect a greater possibility that the issuers may be unable to make timely payments of interest and principal. If this happens, or is perceived as likely to happen, the values of those investments will usually be more volatile. A default or expected default could also make it difficult for the Manager/Investment Manager or the Delegate Investment Manager to sell the investments at prices approximating the values the Manager/Investment Manager or the Delegate Investment Manager had placed on them. As lower rated bonds are traded mainly by institutions, they usually have a limited market, which may at times make it difficult for a Sub-Fund to establish their fair value. The potential credit risk and price fluctuations are greater for investments that are issued at less than their face value and make payments of interest only at maturity rather than at intervals during the life of the investment. Although investment-grade investments generally have lower credit risk, they may share some of the risks of lower-rated investments.

Credit ratings are based largely on the issuing company's historical financial condition and the rating agencies' investment analysis at the time of purchase. The rating assigned to any particular investment does not necessarily reflect the issuing company's current financial condition and does not reflect an assessment of an investment's volatility or liquidity.

Although the Manager/Investment Manager or the Delegate Investment Manager considers credit ratings in making investment decisions, it performs its own investment analysis and does not rely only on ratings assigned by the rating agencies. The Manager/Investment Manager or the Delegate Investment Manager seeks to minimise the risks of debt securities through careful analysis of such factors as a company's experience, managerial strength, financial condition, borrowing requirements and debt maturity schedule. When a Sub-Fund buys debt securities of a company with poor credit, the achievement of its objectives depends more on the Manager/Investment Manager or the Delegate Investment Manager's ability to analyse credit risks than would be the case if the Sub-Fund were buying debt securities of a company with better credit.

As the likelihood of default is higher for the lower-rated debt securities, if a Sub-Fund mainly invests in these instruments, that Sub-Fund is more likely to have to participate in various legal proceedings or to take possession of and manage assets that secure the issuing company's obligations. This could increase that Sub-Fund's operating expenses and decrease its Net Asset Value.

At times a Sub-Fund, either by itself or together with other Sub-Funds and accounts managed by the Manager/Investment Manager or the Delegate Investment Manager, may own all or most of the debt securities of a particular issuing company. This concentration of ownership may make it more difficult to sell, or set a fair value on, these debt securities.

Although they are generally thought to have lower credit risk, a Sub-Fund's investment-grade debt securities may share some of the risks of lower-rated debt securities.

Securities Lending Risk

As with any extensions of credit, there are risks of delay and recovery. Should the borrower of securities fail financially or default in any of its obligations under any securities lending transaction, the collateral will be called upon. The value of the collateral will be maintained to exceed the value of the securities transferred. In the event of a sudden market movement there is a risk that the value of the collateral may fall below the value of the securities transferred.

A Sub-Fund's performance will continue to reflect changes in the value of securities loaned and will also reflect the receipt of either interest through investment of cash collateral by the Fund in permissible investments, or a fee, if the collateral is U.S. Government securities. Securities lending involves the risk of loss of rights in the collateral or delay in recovery of the collateral should the borrower fail to return the securities loaned or become insolvent. A Sub-Fund may pay lending fees to the party arranging the loan.

Credit and Default Risk

There can be no assurance that issuers of the securities or other instruments which a Sub-Fund invests will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments. A Sub-Fund will also be exposed to a credit risk in relation to the counterparties with whom they trade or place margin or collateral in respect of transactions in financial derivative instruments and may bear the risk of counterparty default.

Investors normally expect to be compensated in proportion to the risk they are assuming. Thus, debt of issuers with poorer credit prospects usually offers higher yields than debt of issuers with more secure credit. Higher-rated investments generally offer lower credit risk, but not necessarily lower interest rate risk. The values of higher-rated investments still fluctuate in response to changes in interest rates.

Mortgage-backed (MBS) and asset-backed (ABS) securities and prepayment risk

Traditional debt securities typically pay a fixed rate of interest until maturity, when the entire principal amount is due. By contrast, payments on mortgage-backed securities ("MBS") typically include both interest and partial payment of principal. Principal may also be prepaid voluntarily, or as a result of refinancing or foreclosure. The Sub-Fund may have to invest the proceeds from prepaid investments under less attractive terms and yields. Compared to other debt, MBS are less likely to increase in value during periods of declining interest rates and have a higher risk of decline in value during periods of rising interest rates. They can increase the volatility of a Sub-Fund. Some MBS receive only portions of payments of either interest or principal of the underlying mortgages. The yields and values of these

investments are extremely sensitive to changes in interest rates and in the rate of principal payments on the underlying mortgages. The market for these investments may be volatile and limited, which may make it difficult to buy or sell them.

Asset-backed securities ("ABS") are structured like MBS, but instead of mortgage loans or interests in mortgage loans, the underlying assets may include such items as motor vehicle instalment sales or instalment loan contracts, leases of various types of real estate and personal property and receivables from credit card agreements. As ABS generally do not have the benefit of a security interest in the underlying assets that is comparable to a mortgage, ABS present certain additional risks that are not present with MBS. For example, the ability of an issuer of ABS to enforce its security interest in the underlying assets may be limited.

MBS and ABS are generally issued in multiple classes, each having different maturities, interest rates and payment schedules, and with the principal and interest on the underlying mortgages or other assets allocated among the several classes in various ways. Payment of interest or principal on some classes may be subject to contingencies or some classes or series may bear some or all of the risk of default on the underlying mortgages or other assets. In some cases, the complexity of the payment, credit quality and other terms of such securities may create a risk that terms of the security are not fully transparent. In addition, the complexity of MBS and ABS may make valuation of such securities at an appropriate price more difficult, particularly where the security is customised. In determining the average maturity or duration of an MBS or ABS, the Manager /Investment Manager or the Delegate Investment Manager must apply certain assumptions and projections about the maturity and prepayment of such security; actual prepayment rates may differ. If the life of a security is inaccurately predicted, the Sub-Fund may not be able to realise the expected rate of return. In addition, many MBS and ABS are subject to heightened liquidity risk. The number of investors that are willing and able to buy such instruments in the secondary market may be smaller than that for more traditional debt.

Foreign Exchange/Currency Risk

Although Units in a Sub-Fund may be denominated in Euro, the Sub-Fund may invest its assets in securities denominated in a wide range of currencies, some of which may not be freely convertible. The Net Asset Value of a Sub-Fund as expressed in Euro will fluctuate in accordance with the changes in the foreign exchange rate between the Euro and the currencies in which the Sub-Fund's are denominated. A Sub-Fund may, therefore, be exposed to a foreign exchange/currency risk.

It may not be possible or practicable to hedge against the consequent foreign exchange/ currency risk exposure. The Manager, Investment Managers or the Delegate Investment Manager may or may not try to mitigate this risk by using financial instruments.

A Sub-Fund may enter from time to time into currency exchange transactions either on a spot (i.e. cash) basis or by buying currency exchange forward contracts. Sub-Funds will not enter into forward

contracts for speculative purposes. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of a Sub-Fund's securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline.

The use of currency transactions is a highly specialised activity which involves investment techniques and risks different from those associated with ordinary portfolio securities transactions. Currency exchange rates can be affected unpredictably by a number of factors, including intervention or failure to intervene by governments or central banks or by currency controls or political developments throughout the world.

A Sub-Fund may enter into currency exchange transactions in an attempt to protect against changes in currency exchange rates between the trade and settlement dates of specific securities transactions or anticipated securities transactions. A Sub-Fund may also enter into forward contracts to hedge against a change in such currency exchange rates that would cause a decline in the value of existing investments denominated or principally traded in a currency other than the base currency of that Sub-Fund. To do this, the Sub-Fund would enter into a forward contract to sell the currency in which the investment is denominated or principally traded in exchange for the base currency of the Sub-Fund. Although these transactions are intended to minimise the risk of loss due to a decline in the value of hedged currency, at the same time they limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the forward contract amounts and the value of the securities involved will not generally be payable because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the forward contract is entered into and the date when it matures. The successful execution of a hedging strategy which matches exactly the profile of the investments of any Sub-Fund cannot be assured.

Hedged Class Risk

The adoption of a currency hedging strategy for a Class may substantially limit the holders of such Class from benefiting if the designated currency of such Class depreciates against the currencies in which the assets of the relevant Sub-Fund are denominated or its base currency.

Derivatives and Techniques and Instruments Risks

General

The prices of derivative instruments, including futures and options prices, are highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and

by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The use of techniques and instruments also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the hedging instruments and the securities or market sectors being hedged, (3) the fact that skills needed to use these instruments are different from those needed to select the Fund's securities and (4) the possible absence of a liquid market for any particular instrument at any particular time, and (5) possible impediments to effective portfolio management or the ability to meet redemption.

The Sub-Funds may be invested in certain derivative instruments, which may involve the assumption of obligations as well as rights and assets. Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

The Sub-Funds may from time to time utilise both exchange-traded and over-the-counter credit derivatives, such as credit default swaps as part of their investment policy and for hedging purposes. These instruments may be volatile, involve certain special risks and expose investors to a high risk of loss.

Liquidity of Futures Contracts

Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits." Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a Sub-Fund from liquidating unfavourable positions.

Futures and Options Risk

The Manager/Investment Manager or the Delegate Investment Manager may engage in various portfolio strategies on behalf of the Sub-Funds through the use of futures and options. Due to the nature of futures, cash to meet margin monies will be held by a broker with whom each Sub-Fund has an open position. In the event of the insolvency or bankruptcy of the broker, there can be no guarantee that such monies will be returned to each Sub-Fund. On execution of an option the Sub-Funds may pay a premium to a counterparty. In the event of the insolvency or bankruptcy of the counterparty, the option premium may be lost in addition to any unrealised gains where the contract is in the money.

Foreign Exchange Transactions

Where a Sub-Fund utilises derivatives which alter the currency exposure characteristics of transferable securities held by the Sub-Fund the performance of the Sub-Fund may be strongly influenced by movements in foreign exchange rates because currency positions held by the Sub-Fund may not correspond with the securities positions held.

Forward Trading

Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardized; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. Market illiquidity or disruption could result in major losses to a Sub-Fund.

Over-the-Counter Markets Risk

Where any Sub-Fund acquires securities on over-the-counter ("OTC") markets, there is no guarantee that the Sub-Fund will be able to realise the fair value of such securities due to their tendency to have limited liquidity and comparatively high price volatility.

In general, there is less government regulation and supervision of transactions in the OTC markets (in which currencies, spot and option contracts, certain options on currencies and swaps are generally traded) than of transactions entered into on Recognised Exchanges. In addition, many of the protections afforded to participants on some Recognised Exchanges, such as the performance guarantee of an exchange clearing house, might not be available in connection with OTC transactions. OTC instruments are not regulated. OTC instruments are non-exchange traded instrument agreements, which are specifically tailored to the needs of an individual investor. These OTC transactions enable the user to structure precisely the date, market level and amount of a given position. The counterparty for these agreements will be the specific firm involved in the transaction rather than a Recognised Exchange and accordingly the bankruptcy or default of a counterparty with which the Sub-Fund trades OTC instruments could result in substantial losses to the Sub-Fund. In addition, a counterparty may not settle a transaction in accordance with its terms and conditions because the contract is not legally enforceable or because it does not accurately reflect the intention of the parties or because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Sub-Fund to suffer a loss. To the extent that a counterparty defaults on its obligation and the Sub-Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Counterparty exposure will be in accordance with the Sub-Fund's investment restrictions. Regardless of the measures the Sub-Fund may implement to reduce counterparty credit

risk, however, there can be no assurance that a counterparty will not default or that the Sub-Fund will not sustain losses on the transactions as a result.

Counterparty Risk

Each Sub-Fund will have credit exposure to counterparties by virtue of positions in swaps, options, repurchase transactions and forward exchange rate and other contracts held by the Sub-Fund. To the extent that a counterparty defaults on its obligation and the Sub-Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Additionally, credit default swaps could result in losses if a Sub-Fund does not correctly evaluate the creditworthiness of the company on which the credit default swap is based.

Participants in the OTC currency market typically enter into transactions only with those counterparties which they believe to be sufficiently creditworthy, unless the counterparty provides margin, collateral, letters of credit or other credit enhancements. While Manager/Investment Manager or the Delegate Investment Manager believes that they will be able to establish the necessary counterparty business relationships to permit a Sub-Fund to effect transactions in the OTC currency market and other counterparty markets, including the swaps market, there can be no assurance that it will be able to do so. An inability to establish such relationships would limit a Sub-Fund's activities and could require a Sub-Fund to conduct a more substantial portion of such activities in the futures markets. Moreover, the counterparties with which a Sub-Fund expects to establish such relationships will not be obligated to maintain the credit lines extended to a Sub-Fund, and such counterparties could decide to reduce or terminate such credit lines at their discretion.

Exposure Risk

Certain transactions may give rise to a form of exposure. Such transactions may include, among others, reverse repurchase agreements, and the use of when-issued, delayed delivery or forward commitment transactions. Although the use of derivatives may create an exposure risk, any exposure arising as a result of the use of derivatives will not exceed the Net Asset Value of the relevant Sub-Fund.

Investment Manager/Delegate Investment Manager Risk

The Administrator may consult an Investment Manager/Delegate Investment Manager with respect to the valuation of certain investments. Whilst there is an inherent conflict of interest between the involvement of an Investment Manager/Delegate Investment Manager in determining the valuation price of each Sub-Fund's investments and an Investment Manager/Delegate Investment Manager's other duties and responsibilities in relation to the Sub-Funds, an Investment Manager/Delegate Investment Manager will endeavour to resolve any such conflict of interest fairly and in the interests of investors.

If the Investment Manager / Delegate Investment Manager incorrectly forecasts interest rates, market values or other economic factors in using a derivatives strategy for a Sub-Fund, the Sub-Fund might have been in a better position if it had not entered into the transaction at all. The success of a Sub-Fund's use of derivatives for investment purposes or for efficient portfolio management purposes will depend on the Investment Manager / Delegate Investment Manager's ability to correctly predict whether certain types of investments are likely to produce greater returns than other investments.

Legal and Operational Risks linked to Management of Collateral

OTC derivatives are generally entered into pursuant to contracts based on the standards set by the International Securities Dealers Association for derivatives master agreements which are negotiated by the parties. The use of such contracts may expose a Sub-Fund to legal risks such as the contract may not accurately reflect the intention of the parties or the contract may not be enforceable against the counterparty in its jurisdiction of incorporation.

The use of OTC derivatives and the management of collateral received are subject to the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. Where cash collateral is re-invested, in accordance with the conditions imposed by the Central Bank, a Sub-Fund will be exposed to the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested.

Accounting Standards

The legal infrastructure and accounting, auditing and reporting standards in emerging markets in which a Sub-Fund may invest may not provide the same degree of information to investors as would generally apply internationally. In particular, valuation of assets, depreciation, exchange differences, deferred taxation, contingent liabilities and consolidation may be treated differently from international accounting standards.

Liquidity Risk

Not all securities or instruments invested in by the Sub-Funds will be listed or rated and consequently liquidity may be low. Moreover, the accumulation and disposal of holdings in some investments may be time consuming and may need to be conducted at unfavourable prices. The Sub-Funds may also encounter difficulties in disposing of assets at their fair price due to adverse market conditions leading to limited liquidity. The financial markets of emerging market countries in general, are less liquid than those of the more developed nations. Purchases and sales of investments may take longer than would otherwise be expected on developed stockmarkets and transactions may need to be conducted at unfavourable prices.

A Sub-Fund's investments in illiquid securities may reduce the returns of the Sub-Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Sub-Funds with principal investment strategies that involve foreign securities, derivatives or securities with substantial market and/or credit risk tend to have the greatest exposure to liquidity risk. In addition, bonds with small issues may in normal market conditions, as well as in adverse market conditions, have exposure to liquidity risk.

A Sub-Fund may invest in the securities of small (by market capitalisation) companies, or financial instruments related to such securities, therefore, they may have a more limited market than the securities of larger companies and may involve greater risks and volatility than investments in larger companies. Accordingly, it may be more difficult to effect sales of such securities at an advantageous time or without a substantial drop in price than securities of a company with a large market capitalisation and broad trading market. Small cap companies may in normal market conditions, as well as in adverse market conditions, have a small floating capital or overall small capitalisation leading to liquidity issues.

Settlement Risk

The trading and settlement practices on some of the Recognised Exchanges on which a Sub-Fund may invest may not be the same as those in more developed markets. That may increase settlement risk and/or result in delay in realising investments made by the relevant Sub-Fund.

Taxation

Potential investors' attention is drawn to the taxation risks associated with investing in a Sub-Fund. Further details are given under the heading "Taxation" below.

Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act ("**FATCA**") provisions of the Hiring Incentives to Restore Employment Act 2010 which apply to certain payments are essentially designed to require reporting of US person's direct and indirect ownership of non-US accounts and non-US entities to the US Internal Revenue Service (IRS), with any failure to provide the required information resulting in a 30% US withholding tax on direct US investments (and possibly indirect US investments). In order to avoid being subject to US withholding tax, Financial Institutions globally are required to obtain information from both US investors and non-US investors and report such information either directly to the IRS or to their local tax authority which will then be exchanged with the US. In this regard the Irish and US Governments signed an intergovernmental agreement with respect to the implementation of FATCA (see section entitled "*Compliance with US reporting and withholding requirements*" for further detail) on 21 December 2012.

Prospective investors should consult their own tax advisor with regard to US federal, state, local and

non-US tax reporting and certification requirements associated with an investment in the Fund.

Political and Economic Risk: Russia

Investments in companies organised in or who principally do business in the independent states that were once part of the Soviet Union, including the Russian Federation, pose special risks, including economic and political unrest and may lack a transparent and reliable legal system for enforcing the rights of creditors and Unitholders of the Fund. The standard of corporate governance and investor protection in Russia may not be equivalent to those provided in more regulated jurisdictions. While the Russian Federation has returned to positive growth, is generating fiscal and current account surpluses, and is current on its obligations to bondholders, uncertainty remains with regard to structural reforms (e.g. banking sector, land reform, property rights), the economy's heavy reliance on oil, unfavourable political developments and/or government policies, and other economic issues. Unless otherwise stated in the Sub-Fund Information Card attached to this Prospectus, a Sub-Fund shall only invest to a limited extent in Russian equities traded on the MICEX and RTS Stock Exchange, and accordingly, the exposure to Russian traded equities is not expected to be material.

Investing in Alternative Investments

Sub-Funds may in the future take advantage of opportunities with respect to certain other alternative instruments that are not presently contemplated for use by the Sub-Funds or that are currently not available, but that may be developed, to the extent such opportunities are both consistent with the investment objective and policies of the relevant Sub-Fund and are in accordance with the UCITS Regulations and the requirements of the Central Bank. Certain alternative instruments may be subject to various types of risks, including market risk, liquidity risk, the risk of non-performance by the counterparty, including risks relating to the financial soundness and creditworthiness of the counterparty, legal risk and operations risk.

Fraud Risk

None of the Manager, the Investment Manager, the Distributors, the Administrator or the Trustee or any of their respective directors, officers, employees or agents will be responsible or liable for the authenticity of or acting upon instructions from Unitholders, including but not limited to requests for redemptions of Units, reasonably believed to be genuine, and shall not in any event be liable for any losses, costs or expenses arising out of or in conjunction with any unauthorized or fraudulent instructions. Although, the Distributors and the Administrator shall employ reasonable procedures to seek to establish that instructions are genuine and that the subscription, redemption and switching procedures of the Fund are adhered to, as appropriate. In the event that a Sub-Fund suffers a loss due to the payment of redemption monies to, for example, a fraudster who has successfully redeemed a Shareholder's holding or part thereof, the Net Asset Value of that Sub-Fund shall be reduced accordingly and in the absence of any negligence, fraud, bad faith, recklessness or willful default on the

part of the Manager, the Investment Manager, the Distributors, the Administrator or in the case of the Trustee its unjustifiable failure to perform its obligations or its improper performance of them, the Fund will not be compensated for any such loss which will therefore be absorbed by the Unitholders equally.

Cyber Security Risk

The Manager and its service providers are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber attacks also may be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make services unavailable to intended users). Cyber security incidents affecting the Manager, Investment Managers, Delegate Investment Managers, Administrator or Trustee or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with a Fund's ability to calculate its NAV; impediments to trading for a Sub-Fund's portfolio; the inability of Unitholders to transact business with a Sub-Fund; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which a Sub-Fund invests, counterparties with which the Manager engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

Custody Risks

As a Sub-Fund may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the Sub-Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risks in circumstances whereby the Trustee will have no liability.

Such markets currently include but are not limited to Argentina, Bosnia & Herzegovina, Lebanon, Nigeria, Pakistan, Russia, Serbia, Ukraine, Uruguay and Vietnam and such risks include:

- a non-true delivery versus payment settlement
- a physical market, and as a consequence the circulation of forged securities

- poor information in regards to corporate actions
- registration process that impacts the availability of the securities
- lack of appropriate legal/fiscal infrastructure advices
- lack of compensation/risk fund with the Central Depository

The above should not be considered to be an exhaustive list of the risks which potential investors should consider before investing in a Sub-Fund. Potential investors should be aware that an investment in a Sub-Fund may be exposed to other risks of an exceptional nature from time to time.

5 MANAGEMENT OF THE FUND

Manager and Global Distributor

The Manager is a private company limited by shares and was incorporated in Ireland on March 27, 1997. The Manager, which has an authorised share capital of Euro 6.25 million and issued and paid up share capital (including capital contributions from its ultimate owner) of Euro 2,539,477, is ultimately 100% owned by Mediolanum S.p.A. Mediolanum S.p.A. is also the Promoter of the Fund

Mediolanum S.p.A. was constituted in December 1995 as a result of a merger between Fininvest Italia S.p.A., Fintre S.p.A. and Programmaltalia S.p.A.

Mediolanum S.p.A. and its controlled companies (the "Mediolanum Group") represent one of the principal Italian groups of companies offering savings products to individuals and families.

In July 2000, Banca Mediolanum S.p.A. acquired a Spanish financial company, Fibanc Inversiones, S.A., with the goal of replicating the Group's philosophy in the local market. Fibanc Inversiones, S.A., wholly owns Banco de Finanzas e Inversiones, S.A.

In 2001 Mediolanum S.p.A acquired 100% of the following Irish companies: Mediolanum International Life Ltd and Mediolanum Life Ltd. Also during 2001 one of its subsidiaries, Mediolanum International S.A., acquired 100% of Gamax Holding AG (a Luxembourg company) which in turn holds 100% of Gamax. Management AG (Luxembourg). Furthermore, in 2001 its subsidiary, Banca Mediolanum S.p.A., acquired 100% of Bankhaus August Lenz & Co. AG. (a German company).

The Mediolanum Group currently markets several mutual funds. These products are marketed in Italy to retail clients through Banca Mediolanum S.p.A., in Spain through BANCO-MEDIOLANUM S.A. and in Germany through Bankhaus August Lenz & Co. AG.

The life insurance products marketed by the Mediolanum Group, which are primarily capital accumulation products and individual private pension plans, are produced by the Group's wholly owned subsidiary Mediolanum Vita S.p.A. The products of Mediolanum Vita S.p.A. are distributed through the Banca Mediolanum S.p.A. network.

In Spain, the life insurance products marketed are produced by the Group's wholly owned subsidiary Mediolanum International Life Ltd.

In line with management's strategy to diversify the Group's product offerings, the Group has introduced a number of new life insurance products in recent years that have differed markedly from traditional products. Management believes that the Group's ability to design new products and bring them to market quickly represents a key competitive advantage.

The Group attributes its success in large measure to its sales force, which is trained in financial planning related to the financial products offered by the Group, and its client-oriented selling approach, known as *consulenza globale* (comprehensive financial advising), which entails reviewing each client's investment objectives and then proposing a package of insurance and financial products to meet such objectives pursuant to an investment strategy that emphasises diversification of risk and long-term investment. Management believes that this approach to product distribution provides the Group with a significant competitive advantage, assisting in the creation of long-term client relationships and facilitating the cross-selling to clients of the Group's life insurance and mutual fund products.

Under the Trust Deed, the Manager is responsible for the general management and administration of the Fund's affairs including the investment and re-investment of each Sub-Funds' assets adhering to the investment objective and policies of each Sub-Fund. However, the Manager has appointed the Investment Managers to manage the investment and re-investment of the assets of the Sub-Funds. The Manager shall not be held liable for any actions, costs, charges, losses, damages or expenses arising as a result of the acts or omissions of the Investment Managers or for its own acts or omissions in bona fide following the advice or recommendations of an Investment Manager. The Manager shall be indemnified by the Fund for any actions, costs, charges, losses, damages and expenses arising as a result of its reliance on any recommendation or advice of an Investment Manager (other than by reason of the Manager's material breach of the Trust Deed, fraud, negligence, bad faith, wilful default, recklessness or failure of the Manager to comply with its obligations therein or in the UCITS Regulations) in the performance of its duties. The Manager is also responsible for preparing accounts, executing redemption of Units, making distributions and calculating the Net Asset Value per Unit and also acts as Global Distributor for the Sub-Funds.

The Directors of the Manager are:

Corrado Bocca (Italian)

Corrado Bocca, an Italian national born 11.01.59, is in charge of the Credit Department of Banca Mediolanum since May 2013 and he is also Chairman of the Mediolanum Specialities SICAV SIF in Luxembourg since 2007. Prior to his current position, Mr. Bocca was Head of Compliance and Risk Management Function of Mediolanum Group. He also covered the position of Managing Director of Mediolanum International Funds Limited and Mediolanum Asset Management Ltd. and Director of Mediolanum International Life Ltd. from Sept 2000 to 2005, and before that, Assistant General Manager, Foreign Operations of Mediolanum SpA from October 1997. Mr. Bocca was Deputy General Manager and Controller at Nuova Tirrena SpA from 1994 to 1997. From 1988 to 1993 he was Internal Audit Manager at Fininvest SpA prior to which he was Auditor at Price-Waterhouse (Milan Office). Mr. Bocca has a degree in Economics from the University L. Bocconi in Milan.

Vittorio Gaudio (Italian)

Vittorio Gaudio, an Italian national born 23.12.60, is the Managing Director of Mediolanum Gestione Fondi S.p.A. (MGF).

Prior to his current position, Mr. Gaudio was the head of "Area Patrimoni Finanziari della Clientela" for the Banca Mediolanum Group.

Prior to this Mr. Gaudio was CEO of Duemme SGR (Banca Esperia) from March 2006. Prior to that, Mr. Gaudio was CEO and General Manager of Euromobiliare Asset Management group (Gruppo Credito Emiliano) with the responsibility of overseeing the Alternative investments division from July 2001. Mr. Gaudio first started as a financial analyst in 1986 specialising in international equities and has since developed a wide range of experience in both mutual funds and private banking for both domestic and foreign institutions. Mr Gaudio has a variety of professional interests with a wealth of experience in alternative investment practices and is an innovative product manager.

Mr. Gaudio has a first class degree in economics from Bocconi University in Milan.

Furio Pietribiasi (Italian)

Furio Pietribiasi, an Italian national born 18.01.71, is Managing Director of Mediolanum International Funds Limited and Mediolanum Asset Management Limited, positions he assumed in November 2008. Prior to his current positions he was the General Manager of Mediolanum Asset Management Limited since January 2004. Prior to this, Mr. Pietribiasi held various positions within Mediolanum Asset Management Limited, including Head of Investments from January 1999. He started his career in investment management in Mediolanum Gestione Fondi in Milan and prior to that he worked in one of the leading legal and fiscal practices in Italy. Mr. Pietribiasi has a degree in Economics and Finance from the University of Trieste in Italy.

Andrew Bates (Irish)

Andrew Bates, an Irish national born 02.11.66, is a commercial lawyer and has been a partner in Dillon Eustace since 1996, where he works principally in the area of funds management, life assurance and securities offerings. Prior to his current position, Mr. Bates was a solicitor in Cawley Sheerin Wynne since 1992.

Bronwyn Wright (Irish)

Bronwyn Wright, an Irish national born 24.08.71, is currently a non-executive director of a number of IFSC companies with extensive experience in the securities and funds industry. In 2009 she left Citibank Europe plc where she was Managing Director and Head of Securities and Fund Services – Citi Ireland;

she worked in Citi for 15 years holding a number of senior positions. She holds a masters in economics from University College Dublin.

Des Quigley (Irish)

Mr Des Quigley was born and educated in Dublin and trained as a Chartered Accountant in London. He was a partner at E&Y for over 30 years, and was also appointed Managing Partner for two consecutive terms. He was appointed head of the Financial Services Group in 1995, the largest division within the Irish firm, covering asset management, banking and insurance business. He retired from E&Y in 2010 to pursue a career as a non-executive director.

Mr Quigley was a Council member of the Irish Funds Industry Association for five years, and a founding member (and past chairman) of the E&Y Global Hedge Fund Committee. He is currently a board member of a number of funds and financial services companies. He is a Fellow Chartered Accountant with Chartered Accountants Ireland.

Paul O'Faherty (Irish)

Mr Paul O'Faherty, an Irish national born on 22 June 1957, retired from his position as CEO and Market Leader of Mercer Ireland in June 2013, having worked in senior executive positions at Mercer Ireland and Europe for in excess of 30 years. He has extensive management and consulting experience across a range of asset classes, sectors and geographical locations, and has both domestic and international expertise in business strategy, corporate governance, institutional investment and risk management.

Mr O'Faherty is an experienced board member having been chairman and executive/non-executive director of 9 Mercer companies, including four Irish domiciled investment funds.

Mr O'Faherty is a current council member and chair of the nominations committee of the Society of Actuaries in Ireland, and was previously President of the Society. He holds a diploma in Executive Coaching from the Irish Management Institute and is currently undertaking the Chartered Director Programme Diploma at the Institute of Directors. He was voted Irish Pensions Personality of the Year in 2013 at the European Pensions Awards.

The address of the Directors of the Manager, who (with the exception of Mr. Pietribiasi) are all non-executive Directors, is the registered office of the Manager, 2 Shelbourne Buildings, Shelbourne Road, Ballsbridge, Dublin 4, Ireland. The Secretary of the Manager is Nadine Conlon, 2 Shelbourne Buildings, Shelbourne Road, Ballsbridge, Dublin 4, Ireland.

The Manager is also the manager of CHALLENGE Funds, Mediolanum Fund of Hedge Funds and Mediolanum Best Brands, each a collective investment scheme authorised by the Central Bank.

The Trust Deed contains provisions governing the responsibilities of the Manager and providing for its indemnification in certain circumstances subject to the exclusions of a material breach of the Trust Deed, fraud, negligence, bad faith, wilful default or recklessness and subject to the provisions of the UCITS Regulations.

Distributors

The Manager acts as Global Distributor of the Sub-Funds and may appoint one or more Distributors to distribute on its behalf Units in one or more Classes of one or more Sub-Funds. There may be more than one Distributor for a Sub-Fund. The names of certain Classes may include the name of the relevant Distributor and certain Classes may be distributed exclusively under the brand or logo of the relevant Distributor. Except where the Distributor has been appointed in some other capacity in respect of the Fund, the sole relationship between the Distributor and the Fund will be as Distributor of Units of the relevant Classes/Sub-Funds to its own clients. Separate Class Information Cards may be issued relating to one or more of the Classes of Units being distributed by a Distributor and may carry that Distributor's brand/logo.

Investment Managers

The Manager may, in accordance with the requirements of the Central Bank, appoint one or more Investment Managers to manage the assets of one or more Sub-Funds. Any Investment Manager so appointed will be granted full discretionary authority to manage the relevant Sub-Fund, subject to the investment objectives and policies and any investment restrictions relevant to that Sub-Fund.

Biographical details of the Investment Manager appointed in respect of a particular Sub-Fund shall be set out in Appendix III to this Prospectus.

Delegate Investment Managers

Investment Managers may, in accordance with the requirements of the Central Bank delegate to one or more Delegate Investment Managers all or part of their responsibility to manage some or all of the assets of one or more Sub-Funds and will be disclosed in the periodic reports of the Fund.

Details of any Delegate Investment Managers appointed in respect of a particular Sub-Fund will be available to Unitholders upon request.

Administrator

The Administrator is a company incorporated with limited liability in Ireland and is authorised by the Central Bank under the Investment Intermediaries Act 1995. The Administrator is a wholly-owned

subsidiary of the Royal Bank of Canada Group. The Administrator is engaged in the business of, inter alia, providing fund administration services to collective investment undertakings.

The Administrator is responsible, under the Administration Agreement, for the administration of the Fund's affairs including maintaining the Fund's accounting records, calculating the Net Asset Value of each Sub-Fund, the Net Asset Value per Unit and serving as registrar and as transfer agent.

Trustee

The Trustee is RBC Investor Services Bank S.A., which is a company incorporated with limited liability in Luxembourg, operating through its Dublin Branch. The Trustee is a wholly-owned subsidiary of the Royal Bank of Canada Group and its head office is 14, Porte de France L 4360 Esch sur Alzette Luxembourg, Luxembourg. The Trustee has been approved by the Central Bank to act as trustee for the Fund.

The primary responsibilities of the Trustee are to act as custodian and trustee of the assets of each Sub-Fund.

The Trust Deed contains provisions governing the responsibilities of the Trustee and providing for its indemnification in certain circumstances subject to the exclusions in the case of its unjustifiable failure to perform its obligations or its improper performance of them.

The Trustee has power to delegate the whole or any part of its custodial functions but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping. The Central Bank considers that in order for the Trustee to discharge its responsibility under the UCITS Regulations, the Trustee must exercise care and diligence in the selection of sub-custodians as safekeeping agents so as to ensure they have and maintain the expertise, competence and standing appropriate to discharge their responsibilities as sub-custodians. The Trustee must maintain an appropriate level of supervision over sub-custodians and make appropriate enquiries, periodically, to confirm that their obligations continue to be competently discharged. This, however, does not purport to be a legal interpretation of the UCITS Regulations or the corresponding provisions of the EC Council Directive 85/611/EEC of 20 December 1985 as amended, consolidated or substituted from time to time.

As a Sub-Fund may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the Sub-Fund which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Trustee will have no liability. Prospective investors are referred to the section "Risk Factors".

Correspondent Banks/Paying Agents

The Manager may appoint Correspondent Banks or Paying Agents in one or more countries. Each Correspondent Bank or Paying Agent so appointed will act as correspondent bank for the Fund and each of its Sub-Funds performing its tasks of receiving payments on behalf of persons resident in the relevant country who wish to subscribe for the Units, of making payments of the redemption price of Units and of distributions to Unitholders and of keeping at the disposal of Unitholders the documents that the Manager, as manager of the Fund, is obliged to draw up in accordance with current legislation of the relevant country as well as any notices calling meetings of Unitholders and the texts of any resolutions passed or to be passed thereat. Biographical details of the Correspondent Banks or Paying Agents appointed in different countries shall be set out in Appendix III to this Prospectus.

Dealings by Manager, Investment Managers, Delegate Investment Managers, Administrator, Trustee and Associates

There is no prohibition on dealings in the assets of a Sub-Fund by the Manager, the Investment Managers, Delegate Investment Managers, the Administrator, the Trustee or entities related to the Manager, the Investment Managers, the Delegate Investment Managers, the Administrator or the Trustee or to their respective officers, directors or executives, provided that the transaction is effected on normal commercial terms negotiated at arm's length. Such transactions must be in the best interests of the Unitholders.

Transactions effected in accordance with paragraphs (i), (ii) or (iii) below are acceptable where:

(i) a person approved by the Trustee, or the Manager in the case of transactions involving the Trustee as independent and competent certifies the price at which the transaction is effected is fair; or

(ii) the execution of the transaction is on best terms on organised investment exchanges under their rules; or

(iii) where the conditions set out in (i) or (ii) above are not practical, the transaction is executed on terms which the Trustee, or the Manager in the case of transactions involving the Trustee, is satisfied conform with the principle set out in the first paragraph above.

Conflicts of Interest

The Manager, the Investment Managers, the Delegate Investment Managers, the Administrator, the Trustee, and their respective affiliates, officers and shareholders (collectively the "Parties") are or may be involved in other financial, investment and professional activities which may on occasion cause conflict of interest with the management of a Sub-Fund. These include management of other funds, purchases and sales of securities, investment and management counselling, brokerage services, trustee and custodial services and serving as directors, officers, advisers or agents of other funds or

other companies, including companies in which a Sub-Fund may invest. In particular, it is envisaged that the Investment Managers or the Delegate Investment Managers may be involved in managing or advising on the investments of other investment funds which may have similar or overlapping investment objectives to or with a Sub-Fund. Each of the Parties will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they might have. In the event that a conflict of interest does arise, the Directors of the Manager shall endeavour to ensure that it is resolved fairly.

6 ADMINISTRATION OF THE FUND

Description of Units

Units of each Sub-Fund are all freely transferable and, subject to the differences between Units of different Classes as outlined below, are all entitled to participate equally in the profits and distributions (if any) of that Sub-Fund and in its assets in the event of termination. The Units, which are of no par value and which must be fully paid for upon issue other than in certain circumstances which are at the discretion of the Manager, carry no preferential or pre-emptive rights. Fractions of Units may be issued up to three decimal places.

A Unit in a Sub-Fund represents the beneficial ownership of one undivided share in the assets of the relevant Sub-Fund attributable to the relevant Class.

The Fund is made up of the Sub-Funds, each Sub-Fund being a single pool of assets. The Manager may, whether on the establishment of a Sub-Fund or from time to time, create more than one Class of Units in a Sub-Fund to which different levels of subscription fees and expenses (including the management fee), minimum subscription, designated currency, hedging strategy (if any) applied to the designated currency of the Class, distribution policy and such other features as the Manager may determine may be applicable. Units shall be issued to investors as Units in a Class.

"A" Units shall not be entitled to receive distributions whereas "B" Units shall.

Abusive Trading Practices/Market Timing

The Manager generally encourages investors to invest in the Sub-Funds as part of a long-term investment strategy and discourages excessive or short term or abusive trading practices. Such activities, sometimes referred to as “market timing”, may have a detrimental effect on the Sub-Funds and Unitholders. For example, depending upon various factors such as the size of the Sub-Fund and the amount of its assets maintained in cash, short-term or excessive trading by Unitholders may interfere with the efficient management of the Sub-Fund’s portfolio, increased transaction costs and taxes and may harm the performance of the Sub-Fund.

The Manager seeks to deter and prevent abusive trading practices and to reduce these risks, through several methods, including the following:

(i) to the extent that there is a delay between a change in the value of a Sub-Fund’s portfolio holdings and the time when that change is reflected in the Net Asset Value per Unit, a Sub-Fund is exposed to the risk that investors may seek to exploit this delay by purchasing or redeeming Units at a Net Asset Value which does not reflect appropriate fair value prices. The Manager seeks to deter and prevent this activity, sometimes referred to as “stale price

arbitrage", by the appropriate use of its power to adjust the value of any investment having regard to relevant considerations in order to reflect the fair value of such investment.

(ii) the Manager may monitor Unitholder account activities in order to detect and prevent excessive and disruptive trading practices and reserves the right to exercise its discretion to reject any subscription or conversion transaction without assigning any reason therefore and without payment of compensation if, in its judgement, the transaction may adversely affect the interest of a Sub-Fund or its Unitholders. The Manager may also monitor Unitholder account activities for any patterns of frequent purchases and sales that appear to be made in response to short-term fluctuations in the Net Asset Value per Unit and may take such action as it deems appropriate to restrict such activities.

There can be no assurances that abusive trading practices can be mitigated or eliminated. For example nominee accounts in which purchases and sales of Units by multiple investors may be aggregated for dealing with the Sub-Fund on a net basis, conceal the identity of underlying investors in a Sub-Fund which makes it more difficult for the Manager to identify abusive trading practices.

Application for Units

Application Procedure

Initial applications for Units should be made to the Administrator or to the Correspondent Bank/Paying Agent for onward transmission to the Administrator by completing an application form and forwarding by post, facsimile (with the original to follow by post) or any form of secured electronic communication available from a Distributor which has been approved by the Central Bank to the Administrator or to the Correspondent Bank/Paying Agent. All subsequent applications must be received by letter, facsimile or any form of secure electronic communication available from a Distributor which has been approved by the Central Bank or by such means as may be prescribed by the Manager from time to time.

All applications must be received by the Administrator or by the Correspondent Bank/Paying Agent or Distributor for onward transmission to the Administrator at their respective business addresses no later than 12.00 noon (Irish time) on the Business Day prior to the relevant Dealing Day. Any application received after the time aforesaid shall be deemed to be made in respect of the Dealing Day next following such relevant Dealing Day unless the Manager in exceptional circumstances and in its absolute discretion otherwise determines to accept one or more applications received after the time aforesaid for processing on that Dealing Day provided that such application(s) have been received prior to the close of business on the relevant Valuation Day for the particular Dealing Day. Payment in respect of subscriptions must be received in cleared funds by the Trustee no later than 2 Business Days after the relevant Dealing Day.

The Administrator or the Correspondent Bank/Paying Agent may reject at their discretion any application for such Units in whole or in part in which event the application monies or any balance thereof will be returned to the applicant by transfer to the applicants designated account or by post, each at the applicant's sole risk.

Certificates may be issued in registered form, at the Unitholder's request. A fee of Euro 25 may be charged by the Manager for the issue of each certificate. Each certificate shall be signed by or on behalf of the Manager and by the Trustee, both of which signatures may be in facsimile. In the event that a Unitholder does not request a certificate, the Unitholder shall be issued with an ownership confirmation by the Manager.

Following the initial offer period of a Sub-Fund, any issue of Units shall only be made by the Administrator on a Dealing Day.

US Persons may not purchase Units of any Sub-Fund in the Fund and applicants will be required to certify that they are not acquiring Units for, directly or indirectly, US Persons and that such applicants will not sell or offer to sell or transfer such Units to a US Person.

Single Subscriptions and Savings Plans

For all Unit Classes applicants may subscribe for Units by way of single subscription whereas the option to subscribe by way of a savings plan, where the applicant for Units agrees to purchase Units in a certain pre-agreed amount over a certain period, is limited to certain Unit Classes only. The subscription options available are set out in the relevant application forms available from the Manager and the Distributors.

Minimum Subscription

Different minimum subscriptions may be imposed on initial and subsequent subscriptions and minimum subscriptions may differ between Classes, as specified in the relevant Class Information Cards attached to this Prospectus. In exceptional circumstances, the minimum initial subscription and the subsequent instalments may be waived or reduced by the Manager at its discretion in any particular case.

Anti-Money Laundering and Countering Terrorist Financing Measures and Data Protection

Measures aimed towards the prevention of money laundering and terrorist financing require a detailed verification of the applicant's identity and where applicable the beneficial owner on a risk sensitive basis. Politically exposed persons ("PEPs"), an individual who is or has, at any time in the preceding year, been entrusted with a prominent public function, and immediate family members, or persons known to be close associates of such persons, must also be identified.

By way of example an individual may be required to produce a copy of a passport or identification card duly certified by a public authority such as a notary public, the police or the ambassador in their country of residence together with evidence of his/her address such as two original or certified copies of evidence of his/her address such as a utility bill or bank statement not less than three months old and disclose his/her occupation, date of birth and tax residence. In the case of corporate investors, such measures may require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and residential and business address of all directors and beneficial owners and of the authorised signatories of the investor, which must be certified. Amendment to any investor records will only be effected by the Administrator and the Correspondent Bank/Paying Agent upon receipt of original evidencing documentation.

Depending on the circumstances of each application, a detailed verification might not be required where for example, the application is made through a relevant third party as such term is defined in the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended). This exception will only apply if the relevant third party referred to above is located within a country recognised in Ireland as having equivalent anti-money laundering and counter terrorist financing regulations and/or satisfies other applicable conditions such as providing a letter of undertaking confirming that it has carried out the appropriate verification checks on the investor and will retain such information in accordance with the required timeframe and will provide such information on request to the Administrator, the Correspondent Bank/Paying Agent, the Distributor or the Manager.

The details above are given by way of example only and in that regard the Administrator, the Correspondent Bank/Paying Agent and the Distributor, as appropriate, each reserves the right to request such information as is necessary at the time of application for units in a Sub-Fund to verify the identity of an investor and where applicable the beneficial owner of an investor. In particular, the Administrator, the Correspondent Bank/Paying Agent and the Distributor, as appropriate, each reserve the right to carry out additional procedures in relation to both new and existing investors who are/become classed as PEPs. Verification of the investor's identity is required to take place before the establishment of the business relationship. In any event, evidence of identity is required for all investors as soon as is reasonably practicable after the initial contact. In the event of delay or failure by an investor or applicant to produce any information required for verification purposes, the Administrator, the Correspondent Bank/Paying Agent or the Distributor, as appropriate, may, at their discretion, refuse to accept the application and subscription monies and/or return all subscription monies or compulsorily repurchase such unitholder's units and/or payment of repurchase proceeds may be delayed (no repurchase proceeds will be paid if the unitholder fails to produce such information). None of the Directors, the Administrator, the Correspondent Bank/Paying Agent, the Distributor or the Manager shall be liable to the subscriber or unitholder where an application for units is not processed or units are compulsorily repurchased or payment of repurchase proceeds is delayed in such circumstances. If an application is rejected, the Administrator, the Correspondent Bank/Paying Agent and the Distributor, as appropriate, will return application monies or the balance thereof in accordance with any applicable

laws to the account from which it was paid at the cost and risk of the applicant. The Administrator, the Correspondent Bank/Paying Agent and the Distributor, as appropriate, may refuse to pay or delay payment of redemption proceeds where the requisite information for verification purposes has not been produced by a unitholder.

The Administrator, the Correspondent Bank/Paying Agent, the Distributor and the Manager reserve the right to obtain any additional information from investors so that it can monitor the ongoing business relationship with such investors. The Administrator, the Correspondent Bank/Paying Agent, the Distributor and the Manager cannot rely on third parties to meet this obligation, which remains their ultimate responsibility.

The Administrator, the Correspondent Bank/Paying Agent, the Distributor and the Manager also reserve the right to obtain any additional information from investors to keep its customer due diligence records up to date.

Prospective investors should note that by completing an application form they are providing personal information to the Manager, which may constitute personal data within the meaning of data protection legislation in Ireland. This data will be used for the purposes of client identification, administration, statistical analysis, market research, to comply with any applicable legal or regulatory requirements and, if an applicant's consent is given, for direct marketing purposes. Data may be disclosed to third parties including regulatory bodies, tax authorities in accordance with the European Savings Directive, delegates, advisers and service providers of the Manager and their or the Manager's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including outside the EEA) for the purposes specified. By signing the application form, investors consent to the obtaining, holding, use, disclosure and processing of data for any one or more of the purposes set out in the application form. Investors have a right to obtain a copy of their personal data kept by the Manager on payment of a fee and the right to rectify any inaccuracies in personal data held by the Manager.

Issue Price of Units

Initial Issues

During the initial offer period of a Sub-Fund or Class the Manager and the Trustee shall, before the issue of any Units in the Sub-Fund or Class, determine the initial issue price thereof. The time at which, the terms upon which and the initial issue price per Unit of the initial issue of Units of a Sub-Fund or Class shall be specified in the relevant Class Information Card attached to this Prospectus.

Subsequent Issues

Thereafter, Units shall be issued at a price equal to the Net Asset Value per Unit on the relevant Dealing Day on which the Units are to be issued. A subscription fee not exceeding 5.5% of the total subscription amount shall be deducted from the total subscription amount and shall be paid to the Manager or to any placing or sales agent or agents or Distributors appointed by the Manager for its or their absolute use and benefit and shall not form part of the assets of the relevant Sub-Fund. The Manager may at its sole discretion waive such fee or fees or differentiate between applicants as to the amount of such fee or fees within the permitted limits.

Applicants who can and do subscribe for Units by way of a savings plan are obliged to pay to the Manager a subscription fee not exceeding 5.5% of the total amount to be subscribed by them under their savings plan over the relevant period which shall be deducted from the relevant subscription amount on each instalment under their savings plan. In the event that an investor subscribing by way of savings plan ceases or suspends his savings plan before the end of the relevant period he shall not be obliged to pay the balance of the full amount of subscription fees due up to the end of the relevant period.

Redemption of Units

Standard Redemption

The Administrator will at any time during the term of a Sub-Fund on receipt by it or by its duly authorised agent of a request by a Unitholder redeem on any Dealing Day all or any part of such Unitholder's holding of Units at a price per Unit equal to the Net Asset Value per Unit.

All redemption requests must be received (by letter, facsimile or any form of secure electronic communication available from a Distributor which has been approved by the Central Bank) by the Administrator or by the Correspondent Bank/Paying Agent or Distributor for onward transmission to the Administrator at their respective business addresses no later than 12.00 noon (Irish time) on the Business Day prior to the relevant Dealing Day. Any request received after the time aforesaid shall be deemed to be made in respect of the Dealing Day next following such relevant Dealing Day unless the Manager in exceptional circumstances and in its absolute discretion otherwise determines to accept one or more requests received after the time aforesaid for processing on that Dealing Day provided that such request(s) have been received prior to the close of business on the relevant Valuation Day for the particular Dealing Day.

The redemption price will be payable to the Unitholder within ten Business Days after the relevant Dealing Day on which the redemption is to be effected. No redemption payment will be made until the original initial subscription form and original certificates (if any), in respect of the Units, have been received by the Administrator or by the Correspondent Bank/Paying Agent for onward transmission to the Administrator. Redemption requests received by facsimile and electronic means will only be made to the account of record of a Unitholder. Any amendments to a Unitholder's registration details and

payment instructions can only be effected upon receipt of original documentation. Unless otherwise requested by the payee, the redemption price payable to the Unitholder will be paid in the base currency of the relevant Sub-Fund by bank transfer or cheque at the expense of the Unitholder. Every such bank transfer or cheque shall be made payable to the order of such Unitholder, or in the case of joint Unitholders, made payable to the order of the joint Unitholder who has requested such redemption at the risk of such Unitholder or joint Unitholders.

If the number of Units of a Sub-Fund falling to be redeemed on any Dealing Day is equal to one tenth or more of the total number of Units of that Sub-Fund in issue or deemed to be in issue on such Dealing Day, then the Manager may in its discretion refuse to redeem any Units in excess of one tenth of the total number of Units of that Sub-Fund in issue or deemed to be in issue as aforesaid and, if the Manager so refuses, the requests for redemption on such Dealing Day shall be reduced rateably and the Units to which each request relates which are not redeemed by reason of such refusal shall be treated as if a request for redemption had been made in respect of each subsequent Dealing Day until all the Units to which the original request related have been redeemed. Requests for redemption which have been carried forward from an earlier Dealing Day shall (subject always to the foregoing limits) be complied with in priority to later requests.

Pre-Planned Redemption

Subject to the above and to the Units being in issue and being offered for sale and provided that the issue and redemption of Units has not been suspended, applications for redemption can also be made at any time by way of standing redemption instructions whereby Unitholders may give an advance redemption instruction to effect a redemption (pre-planned redemption), in such form as may be prescribed by the Manager and/or the Distributor from time to time. Standing redemption instructions should be made (by letter or by such other means as may be prescribed by the Manager from time to time) to the Administrator or to the Correspondent Bank/Paying Agent for onward transmission to the Administrator, as relevant at their respective business addresses no later than 30 days before the date on which the first pre-planned redemption is to be effected. Each pre-planned redemption will be made on the next available Dealing Day following the commencement date indicated in the standing redemption instructions. Standing redemption instructions cannot be executed if the Unitholder requires the issue of a registered certificate.

Redemption instructions must include, inter alia, the rate of recurrence with which the redemption should be executed, the Sub-Fund/s to redeem from, and the relevant amount/s or number of shares to redeem. Standing redemption instructions can only be accepted where information/documentation required by the Administrator has been provided by the Unitholder and where the instructions from the Unitholder are clear and unambiguous. If, at any given, planned date, the Units value is less than expected/planned, standing redemption instructions will be partially processed to the extent of the Units held by the Unitholder. Standing redemption instructions cannot be processed if the Unitholder does not, at the date on which the redemption is to be effected, hold Units in the Sub-Fund out of which the

redemption is to be made and standing redemption instructions shall be considered revoked if, on 3 consecutive occasions, the Unitholder does not hold Units in such Sub-Fund/s so no redemption can take place.

Standing redemption instructions, unless otherwise required/stated by the Unitholders when setting up the instructions, shall remain valid until Unitholders inform the Manager, the Administrator or the Correspondent Bank/Paying Agents to revoke their standing redemption instructions.

The revocation of the standing redemption instructions should be made (by letter or by such other means as may be prescribed by the Manager from time to time) to the Administrator or to the Correspondent Bank/Paying Agent for onward transmission to the Administrator, as relevant at their respective business addresses no later than 30 days before the date on which the next pre-planned redemption is to be effected. Using the same timeframe indicated above for revoking standing redemption instructions, single pre-planned redemption instructions can be suspended (without revoking the redemption standing instructions) as prescribed by the Manager and/or Distributor. Unitholders may, at any time, request standard redemptions on top of the pre-planned ones. Unitholders may revoke their standing redemption instructions free of charge.

Upon any such redemption, the Administrator shall procure that the relevant registers are amended accordingly.

Compulsory Redemption of Units

The Manager may at any time redeem, or request the transfer of, Units held by Unitholders who are excluded from purchasing or holding Units under the Trust Deed. The Manager may also redeem any Units held by any person who, as a result of a redemption, holds Units in the Fund with a Net Asset Value of less than the minimum holding amount of Euro 150. Any such redemption will be made on a Dealing Day at a price equal to the Net Asset Value per Unit on the relevant Dealing Day on which the Units are to be redeemed.

If a Unitholder in respect of any Units it holds in a Sub-Fund becomes liable to account for stamp duty in Italy pursuant to Law Decree n. 201/2011 (the “Decree”), converted into Law n.214/2011, as may be amended or supplemented or re-enacted from time to time, the Manager shall be entitled to compulsorily repurchase such number of Units held by the Unitholder in that Sub-Fund as are required to meet the relevant amount of stamp duty, such amount to be notified to the Manager (or its delegate) by the Distributor in Italy (or such other delegate of the Manager, as appropriate). Neither the Manager nor the Trustee shall be liable for acting upon any instruction from the Distributor in Italy or such other delegate of the Manager, as appropriate, in this regard. The Manager shall procure that the Distributor in Italy is credited with the proceeds of the compulsory repurchase which it will pay to the Italian tax authority. Details regarding the level of stamp duty chargeable under Decree 201 are disclosed on the Manager’s website on www.mediolanuminternationalfunds.it. For the avoidance of doubt, where a

Unitholder becomes liable to account for stamp duty in Italy in respect of Units it holds in more than one Sub-Fund, the compulsory repurchase required will be applied to the Sub-Fund in which the Unitholder's holding has the highest value (by reference to total Net Asset Value per Units held) and where such holding is insufficient to meet the related stamp duty liability, the shortfall will be compulsorily repurchased from the Sub-Fund in which the Unitholder's holding has the next highest value and so on until the liability is met.

The Unitholder will be notified of the compulsory repurchase of Units by the Manager, or its delegate, and of the settlement of the related stamp duty liability. The Unitholder may, within the time limits prescribed by applicable Italian legislation, request the Manager to cancel the repurchase of Units provided the Unitholder has notified the Manager or any of its delegates in writing, that its liability to such stamp duty has been miscalculated or incorrectly applied. In any such case, the Unitholder is to be re-issued such relevant number of Units in the same Sub-Fund or Sub-Funds at a price equal to the NAV per Unit on the relevant Dealing Day such Units were repurchased.

The relevant Unitholder shall indemnify and keep the relevant Sub-Fund or Sub-Funds and the Manager indemnified against any loss arising to that Sub-Fund/those Sub-Funds or the Manager as a result of any negligence, recklessness or fraud on the part of the Unitholder.

Switching

Standard Switching

Switching is available but only between the same Classes of different Sub-Funds distributed by the same Distributor, unless expressly authorised on a case by case basis by the Manager.

Subject to the above and to the Units being in issue and being offered for sale and provided that the issue and redemption of Units has not been suspended, Unitholders may, in respect of Units held in one or more Classes (the "Original Units"), apply to switch some or all of such Original Units into Units in one or more other Classes (the "New Units"). Application for switching should be made (by letter, facsimile or any form of secure electronic communication available from a Distributor which has been approved by the Central Bank) to the Administrator or to the Correspondent Bank/Paying Agent for onward transmission to the Administrator by completing a switching form in such forms as the Manager may from time to time prescribe, the original of which (save for applications made through a secure electronic communication with a Distributor which has been approved by the Central Bank) should be delivered to the Administrator or the Correspondent Bank/Paying Agent.

On the Dealing Day next following the receipt of the switching form, the Original Units to be switched shall ipso facto be switched into the appropriate number of New Units. The Original Units shall on that Dealing Day have the same value (the "Switched Amount") as if they were being redeemed by the Administrator from the Unitholder. The appropriate number of New Units shall be equal to the number

of Units in that Class that would be issued on that Dealing Day if the Switched Amount were invested in Units in that Class.

Upon any such switch, there shall be reallocated from the relevant Class or Classes, as the case may be, to which the Original Units belonged, assets or cash equal in value to the Switched Amount to the Class or Classes, as the case may be, to which the New Units belong.

In respect of each such switch, unless otherwise specified in the relevant Classes Information Cards attached to this Prospectus, the Unitholder shall pay to the Manager in such manner as the Manager may from time to time determine a fee for each switch not exceeding the subscription fee which would be payable if the value of the Original Units being switched was subscribed for New Units. The Manager may at its sole discretion waive such fee or differentiate between applicants as to the amount of such fee within the permitted limits. Such fee may be retained by the Manager or by any agent or agents or Distributors appointed by the Manager for its or their absolute use or benefit and shall not form part of the relevant Class. The Unitholders shall also reimburse to the Administrator any fiscal, sale and purchase charges arising out of such switching.

Upon any such switch, the Administrator shall procure that the relevant registers are amended accordingly.

Pre-Planned Switching

Switching is available but only between the same Classes of different Sub-Funds distributed by the same Distributor, unless expressly authorised on a case by case basis by the Manager.

Subject to the above and to the Units being in issue and being offered for sale and provided that the issue and redemption of Units has not been suspended, applications for switching can also be made at any time by way of standing switching instructions whereby Unitholders may give an advance switching instruction to effect a switch (pre-planned switch), in such form as may be prescribed by the Manager and/or the Distributor from time to time. Standing switching instructions should be made (by letter or by such other means as may be prescribed by the Manager from time to time) to the Administrator or to the Correspondent Bank/Paying Agent.

Standing switching instructions must include, inter alia, the rate of recurrence with which the switching should be executed, the Sub-Fund/s to switch out of, the Sub-Fund/s to switch into and the relevant amount/s. The Unitholders may give standing switching instructions based on, inter alia, the percentage increase/decrease of the Unit prices of the Sub-Fund/s from which they desire to switch into or out of, in order to have pre-planned switching of the Units held in one or more Sub-Funds into other Sub-Fund/s. Standing switching instructions can only be accepted where information/documentation required by the Administrator has been provided by the Unitholder and where the instructions from the Unitholder are clear and unambiguous. If, at any given, planned date, the Units value is less than

expected/planned, standing switching instructions will be partially processed to the extent of the Units held by the Unitholder. Standing switching instructions cannot be processed if the Unitholder does not, at the date on which the switch is to be effected, hold Units in the Sub-Fund out of which the switch is to be made and standing switching instructions shall be considered revoked if, on 3 consecutive occasions, the Unitholder does not hold Units in the such Sub-Fund/s so no switch can take place.

Standing switching instructions, unless differently required/stated by the Unitholders when setting up the instructions, shall remain valid until Unitholders inform the Manager, the Administrator or the Correspondent Bank/Paying Agents to revoke their standing switching instructions. Unitholders may revoke their standing switching instructions free of charge. Single pre-planned switching instructions can be suspended (without revoking the switching standing instructions) as prescribed by the Manager and/or Distributor. Unitholders may, at any time, request standard switches on top of the pre-planned ones.

On the Dealing Day on which a switch is to become effective further to receipt of standing switching instructions, the Original Units to be switched shall ipso facto be switched into the appropriate number of New Units. The Original Units shall on that Dealing Day have the same value (the "Switched Amount") as if they were being redeemed by the Administrator from the Unitholder. The appropriate number of New Units shall be equal to the number of Units in that Class that would be issued on that Dealing Day if the Switched Amount were invested in Units in that Class.

Upon any such switch, there shall be reallocated from the relevant Class or Classes, as the case may be, to which the Original Units belonged, assets or cash equal in value to the Switched Amount to the Class or Classes, as the case may be, to which the New Units belong.

In respect of each switch, unless otherwise specified in the relevant Classes Information Cards attached to this Prospectus, the Unitholder shall pay to the Manager in such manner as the Manager may from time to time determine a fee for each switch not exceeding the subscription fee which would be payable if the value of the Original Units being switched was subscribed for New Units. The Manager may at its sole discretion waive such fee or differentiate between applicants as to the amount of such fee within the permitted limits. Such fee may be retained by the Manager or by any agent or agents or Distributors appointed by the Manager for its or their absolute use or benefit and shall not form part of the relevant Class. The Unitholders shall also reimburse to the Administrator any fiscal, sale and purchase charges arising out of switching.

Upon any such switch, the Administrator shall procure that the relevant registers are amended accordingly.

Transfer of Units

Units in each Sub-Fund will be transferable by instrument in writing signed by the transferor and the transferor shall be deemed to remain the holder of the Units until the name of the transferee is entered in the relevant register in respect thereof. The instrument of transfer must be accompanied by a certificate from the transferee that it is not, nor is it acquiring such Units on behalf of or for the benefit of, a US Person. In the case of the death of one of joint Unitholders, the survivor or survivors will be the only person or persons recognised by the Administrator as having any title to or interest in the Units registered in the names of such joint Unitholders.

A fee not exceeding Euro 25 may be charged by the Manager for the registration of each transfer and the issue of a new registered certificate if requested in the name of the transferee and a balance registered certificate, if necessary and requested in the name of the transferor and such fee must, if required by the Manager, be paid before the registration of the transfer.

Calculation of Net Asset Value

The Net Asset Value of a Sub-Fund shall be expressed in the base currency of the relevant Sub-Fund and shall be calculated as at the Valuation Point on each Dealing Day by ascertaining the value of the assets of the Sub-Fund on such Dealing Day and deducting from such value the liabilities of the Sub-Fund on such Dealing Day.

The increase or decrease in the Net Asset Value of a Sub-Fund over or under, as the case may be, the closing Net Asset Value of that Sub-Fund as at the Valuation Point on the immediately preceding Dealing Day is then allocated between the different Classes of Units in that Sub-Fund based on their pro rata closing Net Asset Values on the immediately preceding Dealing Day, as adjusted for subscriptions and redemptions and any other factor which differentiates one Class from another, including the gains/losses on and the resultant costs of financial instruments employed for currency hedging between the base currency of a Sub-Fund and the designated currency of a Class or the denominated currency of the assets of the Sub-Fund and the designated currency of a Class to determine the Net Asset Value of each Class. Each Net Asset Value of a Class is then divided by the number of Units in issue, respectively, at the relevant Valuation Point and then rounded to the nearest three decimal places to give the Net Asset Value per Unit.

Where there is more than one Class of Units in issue in a Sub-Fund, the Net Asset Value per Unit of each Class may be adjusted to reflect the accumulation and distribution of income and/or capital and the expenses, liabilities and assets attributable to such Class of Unit.

The assets of a Sub-Fund will be valued as follows:-

(a) any asset listed and regularly traded on a Recognised Exchange and for which market quotations are readily available shall be valued at the closing price at the relevant Valuation Point and any asset listed but not regularly traded on a Recognised

Exchange and for which market quotations are readily available shall be valued at the latest available price at the relevant Valuation Point, provided that the value of any investment listed on a Recognised Exchange but acquired or traded at a premium or at a discount outside or off the relevant Recognised Exchange or on an over-the-counter market, shall be valued taking into account the level of premium or discount as of the date of valuation of the investment and subject to approval of the Trustee;

(b) if an asset is listed on several Recognised Exchanges, the stock exchange or market which in the opinion of the Administrator constitutes the main market for such assets will be used;

(c) the assets of a Sub-Fund which are not listed or which are listed but in respect of which prices are not available or in respect of which the closing price does not represent fair market value shall be valued at their probable realisation value estimated with care in good faith by (i) the Administrator, based upon the advice of the relevant Investment Manager and such value will be approved by the Trustee or (ii) a competent person, firm or corporation selected by the Manager and approved for such purpose by the Trustee;

(d) derivative contracts traded on a regulated market including without limitation futures and options contracts and index futures shall be valued at the settlement price as determined by the market. If the settlement price is not available, the value shall be the probable realisation value estimated with care and in good faith by (i) the Manager or (ii) a competent person firm or corporation selected by the Manager and approved for the purpose by the Trustee or (iii) any other means provided that the value is approved by the Trustee. Over-the-counter derivative contracts will be valued daily either (i) on the basis of a quotation provided by the relevant counterparty and such valuation shall be approved or verified at least weekly by a party who is approved for the purpose by the Trustee and who is independent of the counterparty (the "Counterparty Valuation"); or (ii) using an alternative valuation provided by a competent person appointed by the Manager and approved for the purpose by the Trustee or a valuation by any other means provided that the value is approved by the Trustee (the "Alternative Valuation"). Where such Alternative Valuation method is used the Manager will follow international best practise and adhere to the principles on valuation of over-the-counter instruments established by bodies such as IOSCO and AIMA and will be reconciled to the Counterparty Valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained;

(e) forward foreign exchange and interest rate swap contracts shall be valued in the same manner as over-the-counter derivatives contracts or by reference to freely available market quotations;

(f) units in other collective investment schemes not valued pursuant to paragraph (a) above shall be valued by reference to the latest available net asset value of the units of the relevant collective investment scheme;

(g) the Manager may, with the approval of the Trustee, adjust the value of any investment if, having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof;

(h) assets denominated in a currency other than in the base currency of the relevant Sub-Fund shall be converted into that base currency at the rate (whether official or otherwise) which the Manager after consulting or in accordance with a method approved by the Trustee deems appropriate in the circumstances;

(i) cash and other liquid assets shall be valued at their nominal value plus accrued interest, where applicable, to the end of the relevant day on which the Valuation Point occurs;

(j) in the case of a Sub-Fund which is a money market sub-fund, the Manager may use the amortised cost method of valuation provided such Sub-Fund complies with the Central Bank's requirements for money market sub-funds and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's guidelines; and

(k) in the case of non-money market sub-funds, the Manager may value Money Market Instruments on an amortised cost basis, in accordance with the Central Bank's requirements.

In the event of it being impossible or impracticable to carry out a valuation of an asset in accordance with the valuation rules set out in paragraphs (a) to (k) above or if such valuation is not representative of the securities fair value market, the Manager is entitled to use other generally recognised valuation principles approved by the Trustee, in order to reach a proper valuation of such asset.

Publication of Net Asset Value Per Unit

Except where the determination of the Net Asset Value of a Sub-Fund, the Net Asset Value per Unit and the issue and redemption of Units has been suspended in the circumstances described below, the Net Asset Value per Unit on each Dealing Day will be made public at the registered office of the Manager and published by the Manager on a daily basis in Il Sole 24 Ore and such other newspapers as the Manager and the Trustee may agree.

Temporary Suspension of Calculation of Net Asset Value and of Issues and Redemptions of Units

The Manager may, with the consent of the Trustee, temporarily suspend the calculation of the Net Asset Value of each or any Sub-Fund, the Net Asset Value per Unit of each such Sub-Fund and the issue and redemption of Units of such Sub-Fund to and from Unitholders when:-

(a) a market which is the basis for the valuation of a major part of the assets of the relevant Sub-Fund is closed (except for the purposes of a public/bank holiday), or when trading on such a market is limited or suspended;

(b) a political, economic, military, monetary or other emergency beyond the control, liability and influence of the Manager makes the disposal of the assets of the relevant Sub-Fund impossible or impracticable under normal conditions or such disposal would be detrimental to the interests of the Unitholders;

(c) the disruption of any relevant communications network or any other reason makes it impossible or impracticable to determine the value of a major portion of the assets of the relevant Sub-Fund;

(d) the relevant Sub-Fund is unable to repatriate funds for the purpose of making payments on the redemption of Units from Unitholders or any transfer of funds involved in the realisation or acquisition of investments or when payments due on redemption of Units from Unitholders cannot in the opinion of the Manager be effected at normal rates of exchange;

(e) any period when proceeds of any sale or repurchase of Units cannot be transmitted to or from the account of the Sub-Fund; or

(f) any other reason makes it impossible or impracticable to determine the value of a substantial portion of the assets of the Sub-Fund.

Any such suspension will be notified to the Central Bank on the same Business Day and shall be notified to Unitholders if in the opinion of the Manager it is likely to exceed fourteen (14) days and will be notified to investors or Unitholders requesting issue or redemption of Units by the Manager at the time of application for such issue or filing of the written request for such redemption.

7 MANAGEMENT AND FUND CHARGES

The fees of the Manager may be different from Sub-Fund to Sub-Fund and from Class to Class and shall be calculated on that proportion of the Net Asset Value attributable to the relevant Class.

The annual management fee payable out of the Sub-Fund's assets may differ from Sub-Fund to Sub-Fund and from Class to Class.

The fees of the Administrator (other than the registrar and transfer agency fee) and the Trustee shall be calculated on the Net Asset Value of the Fund as a whole and shall be borne jointly by all the Sub-Funds pro-rata to their respective Net Asset Values at the time when the allocation is made. The expenses of the Manager, the Administrator and the Trustee shall be similarly borne jointly by all the Sub-Funds save that any expenses which are directly or indirectly attributable to a particular Sub-Fund or Class shall be borne solely by that Sub-Fund or Class. The registrar and transfer agency fee shall be paid by each Sub-Fund individually.

The Manager

The Manager shall be entitled to receive out of that proportion of the assets of a Sub-Fund attributable to the relevant Class an annual fee, accrued at each Valuation Point and payable monthly in arrears at the rate (plus VAT, if any) set out in the relevant Class Information Cards attached to this Prospectus. The Manager may, from time to time and at its sole discretion, for any Class of Unit (i) waive or reduce the amount of any accrued management fees payable to it or (ii) out of its own resources rebate part of all of its management fee to Distributors, other intermediaries or to certain Unitholders, without entitling any other Unitholder to any such rebate or reduction. Classes established in a Sub-Fund may be subject to higher, lower or no fees, where applicable. Information in relation to fees applicable to other Classes is available from the Manager upon request. Certain Sub-Funds may charge some or all of their management fees or other fees and expenses to the capital of each relevant Sub-Fund, as attributable to each relevant Class, as will be more fully disclosed in the relevant Classes Information Cards.

The Manager shall also be entitled to be repaid all of its Administration Expenses out of the assets of the Fund, which include an annual fee, payable monthly in arrears of up to 0.045% of the Net Asset Value of each relevant Sub-Fund for which services are provided (plus VAT, if any) in relation to the provision of performance attribution, performance measurement, risk analyses and research services to each relevant Sub-Fund.

The Manager shall also be entitled to receive from each relevant Unitholder an annual administrative charge which shall be calculated as follows:

A fee of Euro 10 (gross of any relevant taxes) per Class of each Sub-Fund in which a Unitholder holds less than 50 Units (or 25 Units in the case of the S Classes). The appropriate number of Units of each

such Unitholder will be automatically redeemed to pay these administrative charges. If a Unitholder holds a number of Units in any Class of any Sub-Fund with a value of less than Euro 10 (gross of any relevant taxes), then his/her entire holding in that Class shall be automatically redeemed and paid to the Manager. In 2008, this administrative charge was adjusted and shall continue to be adjusted annually in accordance with the Eurostat All Items Harmonised Index of Consumer Prices (HICP). The HICP rate used will be the latest rate available on the 30th November each year. This administrative charge is chargeable on the first Dealing Day in December of each year.

The Administrator

Administration Fee

The Administrator will be entitled to receive out of the assets of the Fund, an annual administration fee, accrued daily and payable monthly in arrears, of Euro 15,000 (plus VAT if any) multiplied by the number of Sub-Funds of the Fund. The annual administration fee will be allocated between all Sub-Funds so that each Sub-Fund will be charged a proportionate share of the administration fee based on the Net Asset Value of each Sub-Fund. Each Sub-Fund will also be responsible for transaction charges (which will be charged at normal commercial rates).

The Administrator shall also be entitled to be repaid out of the assets of each Sub-Fund all of its reasonable out-of-pocket expenses incurred by it on behalf of each Sub-Fund which shall include legal fees, couriers' fees and telecommunications costs and expenses.

Registrar and Transfer Agency Fee

The Manager shall pay to the Administrator out of the assets of the Fund an annual fee, accrued daily and payable monthly in arrears at a rate of Euro 3,000 for the Fund, Euro 2,000 per Sub-Fund and Euro 1,600 per Class of Units (plus VAT, if any).

The Administrator shall also be entitled to be paid out of the assets of the Fund or of each Sub-Fund, as the case may be, transaction fees that will be charged at normal commercial rates (plus VAT, if any) and all of its reasonable out-of-pocket expenses incurred on behalf of the Sub-Fund which shall include legal fees, couriers' fees and telecommunication costs and expenses.

The Trustee

The Trustee shall be entitled to receive out of the assets of each Sub-Fund an annual fee, accrued daily and payable monthly in arrears, not exceeding 0.03% per annum of the Net Asset Value of each Sub-Fund. Each Sub-Fund will also be responsible for transaction charges and sub-custody transaction charges (which will be charged at normal commercial rates).

The Trustee shall also be entitled to be repaid all of its Disbursements out of the assets of each Sub-Fund. The Trustee shall pay out of its own fee, the fees of any sub-custodian appointed by it.

Investment Managers

Unless otherwise disclosed under this heading, the Manager shall pay out of its own fees the fees (plus VAT, if any) of each Investment Manager appointed by it in respect of a Sub-Fund. Unless otherwise specified in the relevant Classes Information Cards attached to this Prospectus, Mediolanum Asset Management Limited shall, however, be entitled to receive out of the assets of each relevant Sub-Fund an annual fee, accrued at each Valuation Point and payable monthly in arrears of 0.30% of the Net Asset Value of the relevant Sub-Fund (plus VAT, if any), subject to a minimum annual fee of Euro 75,000 per Sub-Fund. An Investment Manager shall not be entitled to be repaid for any out-of-pocket expenses out of the assets of a Sub-Fund.

The fees (plus VAT, if any) of each Delegate Investment Manager appointed in respect of a Sub-Fund shall be borne by the relevant Investment Manager and shall not be charged to the Fund. A Delegate Investment Manager shall not be entitled to be repaid for any out-of-pocket expenses out of the assets of a Sub-Fund.

Correspondent Banks / Paying Agents and Distributors

Unless otherwise disclosed under this heading, the Manager shall pay out of its own fees the fees of the Correspondent Banks/Paying Agents and the Distributors in accordance with normal commercial rates.

The Correspondent Banks/Paying Agents and the Distributors in Italy shall, however, be entitled to charge a Unitholder an additional fee, as set out below, for each subscription, redemption or switch at a rate not exceeding 0.10% of the total subscription amount, gross of fees or for each redemption and switch transaction, the value of Units redeemed or switched, as the case may be, subject to a minimum fee of Euro 2.58 and a maximum fee of Euro 516.45.

In particular, for each subscription, redemption or switch the following fees shall be payable by a Unitholder, within the minimum and maximum amounts outlined above:

- a fee of 0.05% to each the Correspondent Bank / Paying Agent in Italy;
- a fee of 0.05% to each Distributor in Italy, for its brokerage activities carried out as part of its mandate received by the Unitholder.

The Correspondent Bank/Paying Agent in Italy shall also, however, be entitled to receive out of the assets of the relevant Sub-Funds of the Fund a fee not to exceed 0.10% of the assets of the relevant Sub-Fund subscribed through the Correspondent Bank/Paying Agent, accrued daily and payable quarterly in arrears (plus VAT, if any).

The Correspondent Banks/Paying Agents shall also be entitled to be reimbursed out of the assets of each relevant Sub-Fund at normal commercial rates for any costs or expenses incurred by them in providing documents relating to the Fund, such as notices of Unitholder meetings, to Unitholders.

Class Hedging Services

The Manager has appointed RBC Investor Services Bank S.A., Luxembourg ("RBC") to provide currency hedging transaction services. RBC shall be entitled, for such services, to transactional fees which shall be at normal commercial rates and paid out of the assets of the relevant Sub-Fund as attributable to the relevant Class of Units being hedged.

Fees at Level of Underlying Collective Investment Schemes

In addition to the fees payable out of a Sub-Fund, the Sub-Fund may incur costs in its capacity as an investor in underlying collective investment schemes in which it invests. If a Sub-Fund invests more than 20% of its net assets in other collective investment schemes the aggregate maximum management fees that may be charged by the collective investment schemes in which the Sub-Fund will invest shall not exceed 3% of their weighted average net asset values. In addition, some of the underlying collective investment schemes may be required to pay performance fees to their fund managers. Such management fees shall be reduced by any rebates received by the Sub-Fund from such schemes.

General

Each Sub-Fund is responsible for the expenses incurred by it in connection with litigation. Pursuant to provisions contained in the Trust Deed, a Sub-Fund shall indemnify the Trustee in certain circumstances including costs and expenses incurred in litigation by or on behalf of the Sub-Fund. The Manager is entitled to recover from a Sub-Fund the costs and expenses incurred by it in litigation by or on behalf of that Sub-Fund.

Each Sub-Fund pays out of its assets all fees, costs and expenses, including Administration Expenses and Disbursements, of or incurred by the Manager, the Administrator and the Trustee in connection with the ongoing management, administration and operation of the Sub-Fund. Such fees, costs expenses and disbursements payable by the relevant Sub-Fund include, but are not limited to:

(a) auditors and accountants fees;

(b) lawyers fees;

(c) commissions, fees and reasonable out-of-pocket expenses payable to any placing agent, structuring agent, paying agent, correspondent bank or distributor of the Units;

(d) merchant banking, stockbroking or corporate finance fees including interest on borrowings, index calculation, performance attribution, risk control and similar services' fees and expenses;

(e) taxes or duties imposed by any fiscal authority;

(f) costs of preparation, translation and distribution of all prospectuses, reports, certificates, confirmations of purchase of Units and notices to Unitholders;

(g) fees and expenses incurred in connection with the listing of Units on any Recognised Exchange and in complying with the listing rules thereof;

(h) initial and ongoing fees and expenses in connection with registering the Units for sale in any other jurisdiction;

(i) custody and transfer expenses;

(j) expenses of Unitholders' meetings;

(k) insurance premia;

(l) any other expenses, including clerical costs of issue or redemption of Units;

(m) the cost of preparing, translating, printing and/or filing in any language the Trust Deed and all other documents relating to the Fund or to the relevant Sub-Fund including registration statements, prospectuses, listing particulars, explanatory memoranda, annual, half-yearly and extraordinary reports with all authorities (including local securities dealers associations) having jurisdiction over the Fund or any of the Sub-Funds or the offer of Units of the relevant Sub-Fund and the cost of delivering any of the foregoing to the Unitholders;

(n) advertising and marketing expenses relating to the distribution of Units of the Sub-Fund;

(o) the cost of publication of notices in local newspapers in any relevant jurisdiction;

(p) the total costs of any amalgamation or reconstruction of any Sub-Fund; and

(q) all fees payable in respect of investments in other collective investment schemes including, without limitation, subscription, redemption, management, performance, distribution, administration and/or custody fees in respect of each collective investment fund in which any of the Sub-Funds invest, except where this is not permitted by the Central Bank.

In each case plus any applicable VAT.

8 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 Units under the laws of the jurisdictions in which they may be subject to tax.

The following is a brief summary of certain aspects of Irish taxation law and practice relevant to the transactions contemplated in this Prospectus. It is based on the law and practice and official interpretation currently in effect, all of which are subject to change.

Dividends, interest and capital gains (if any) which the Fund receives with respect to its investments (other than securities of Irish issuers) may be subject to taxes, including withholding taxes, in the countries in which the issuers of investments are located. It is anticipated that the Fund may not be able to benefit from reduced rates of withholding tax in double taxation agreements between Ireland and such countries. If this position changes in the future and the application of a lower rate results in a repayment to the Fund the Net Asset Value will not be re-stated and the benefit will be allocated to the existing Unitholders rateably at the time of repayment.

Irish Taxation

The Manager has been advised that on the basis that the Fund is resident in Ireland for taxation purposes the taxation position of the Fund and the Unitholders is as set out below.

The Fund

The Fund shall be regarded as resident in Ireland for tax purposes if the Trustee of the Fund is regarded as tax resident in Ireland. It is the intention of the Manager that the business of the Fund will be conducted in such a manner as to ensure that the Fund is Irish resident for tax purposes.

The Manager has been advised that the Fund qualifies as an investment undertaking as defined in Section 739B(1) of the Taxes Act. Under current Irish law and practice, it is not chargeable to Irish tax on its income and gains.

However, tax can arise on the happening of a "chargeable event" in the Fund. A chargeable event includes any distribution payments to Unitholders or any encashment, redemption, cancellation, transfer or deemed disposal (a deemed disposal will occur at the expiration of a Relevant Period) of Units or the appropriation or cancellation of Units of a Unitholder by the Fund for the purposes of meeting the amount of tax payable on a gain arising on a transfer. No tax will arise on the Fund in respect of chargeable

events in respect of a Unitholder who is neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event provided that a Relevant Declaration is in place and the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of either a Relevant Declaration or the Fund satisfying and availing of prescribed equivalent measures (see paragraph headed "*Equivalent Measures"* below) there is a presumption that the investor is Irish Resident or Ordinarily Resident in Ireland. A chargeable event does not include:

- An exchange by a Unitholder, effected by way of an arm's length bargain where no payment is made to the Unitholder, of Units in the Fund for other Units in the Fund;
- Any transactions (which might otherwise be a chargeable event) in relation to units held in a recognised clearing system as designated by order of the Irish Revenue Commissioners;
- A transfer by a Unitholder of the entitlement to a Unit where the transfer is between spouses and former spouses, subject to certain conditions; or
- An exchange of Units arising on a qualifying amalgamation or reconstruction (within the meaning of Section 739H of the Taxes Act) of the Fund with another investment undertaking.

Where the Fund becomes liable to account for tax on the occurrence of a chargeable event, the Fund shall be entitled to deduct from the payment arising on a chargeable event an amount equal to the appropriate tax and/or where applicable, to appropriate or cancel such number of Units held by the Unitholder or the beneficial owner of the Units as are required to meet the amount of tax. The relevant Unitholder shall indemnify and keep the Fund indemnified against loss arising to the Fund by reason of the Fund becoming liable to account for tax on the happening of a chargeable event if no such deduction, appropriation or cancellation has been made.

Dividends received by the Fund from investment in Irish equities may be subject to Irish dividend withholding tax at the standard rate of income tax (currently 20%). However, the Fund can avail of an exemption from this withholding tax by making a declaration to the payer that it is a collective investment undertaking beneficially entitled to the dividends.

Stamp Duty

No stamp duty is payable in Ireland on the issue, transfer, repurchase or redemption of Units in the Fund. Where any subscription for or redemption of Units is satisfied by the in specie transfer of securities, property or other types of assets, Irish stamp duty may arise on the transfer of such assets.

No Irish stamp duty will be payable by the Fund on the conveyance or transfer of stock or marketable securities provided that the stock or marketable securities in question have not been issued by a company registered in Ireland and provided that the conveyance or transfer does not relate to any immovable property situated in Ireland or any right over or interest in such property or to any stocks or

marketable securities of a company (other than a company which is an investment undertaking within the meaning of Section 739B (1) of the Taxes Act) which is registered in Ireland.

Unitholders Tax

Units which are held in a Recognised Clearing System

Any payments to a Unitholder or any encashment, redemption, cancellation or transfer of Units held in a Recognised Clearing System will not give rise to a chargeable event in the Fund (there is however ambiguity in the legislation as to whether the rules outlined in this paragraph with regard to Units held in a Recognised Clearing System, apply in the case of chargeable events arising on a deemed disposal, therefore, as previously advised, Unitholders should seek their own tax advice in this regard). Thus the Fund will not have to deduct any Irish taxes on such payments regardless of whether they are held by Unitholders who are Irish Residents or Ordinarily Resident in Ireland, or whether a non-resident Unitholder has made a Relevant Declaration. However, Unitholders who are Irish Resident or Ordinarily Resident in Ireland or who are not Irish Resident or Ordinarily Resident in Ireland but whose Units are attributable to a branch or agency in Ireland may still have a liability to account for Irish tax on a distribution or encashment, redemption or transfer of their Units.

To the extent any Units are not held in a Recognised Clearing System at the time of a chargeable event (and subject to the point made in the previous paragraph in relation to a chargeable event arising on a deemed disposal), the following tax consequences will typically arise on a chargeable event.

Unitholders who are neither Irish Residents nor Ordinarily Resident in Ireland

The Fund will not have to deduct tax on the occasion of a chargeable event in respect of a Unitholder if (a) the Unitholder is neither Irish Resident nor Ordinarily Resident in Ireland, (b) the Unitholder has made a Relevant Declaration on or about the time when the Units are applied for or acquired by the Unitholder and (c) the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct. In the absence of either a Relevant Declaration (provided in a timely manner) or the Fund satisfying and availing of equivalent measures (see paragraph headed "*Equivalent Measures*" below) tax will arise on the happening of a chargeable event in the Fund regardless of the fact that a Unitholder is neither Irish Resident nor Ordinarily Resident in Ireland. The appropriate tax that will be deducted is as described below.

To the extent that a Unitholder is acting as an Intermediary on behalf of persons who are neither Irish Resident nor Ordinarily Resident in Ireland no tax will have to be deducted by the Fund on the occasion of a chargeable event provided that either (i) the Fund satisfied and availed of the equivalent measures or (ii) the Intermediary has made a Relevant Declaration that he/she is acting on behalf of such persons and the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct.

Unitholders who are neither Irish Resident nor Ordinarily Resident in Ireland and either (i) the Fund has satisfied and availed of the equivalent measures or (ii) such Unitholders have made Relevant Declarations in respect of which the Fund is not in possession of any information which would reasonably suggest that the information contained therein is no longer materially correct, will not be liable to Irish tax in respect of income from their Units and gains made on the disposal of their Units. However, any corporate Unitholder which is not Irish Resident and which holds Units directly or indirectly by or for a trading branch or agency in Ireland will be liable to Irish tax on income from their Units or gains made on disposals of the Units.

Where tax is withheld by the Fund on the basis that no Relevant Declaration has been filed with the Fund by the Unitholder, the Taxes Act provides for a refund of tax only to companies within the charge to Irish corporation tax, to certain incapacitated persons and in certain other limited circumstances.

Unitholders who are Irish Residents or Ordinarily Resident in Ireland and not an Exempt Irish Investor

Payments made to Unitholders who are Irish Residents or Ordinarily Resident in Ireland and not an Exempt Irish Investor are subject to exit tax at a rate of 41%. Similarly, tax at the rate of 41% will have to be deducted by the Fund on any other chargeable event that does not result in a payment such transfer or deemed disposal (see below) of Units by a Unitholder who is Irish Resident or Ordinarily Resident in Ireland and not an Exempt Irish Investor.

The Finance Act 2006 introduced rules (which were subsequently amended by the Finance Act 2008) in relation to an automatic exit tax for Unitholders who are Irish Resident or Ordinarily Resident in Ireland in respect of Units held by them in the Fund at the ending of a Relevant Period. Such Unitholders (both companies and individuals) will be deemed to have disposed of their Units ("deemed disposal") at the expiration of that Relevant Period and will be charged to tax at the rate of 41% on any deemed gain (calculated without the benefit of indexation relief) accruing to them based on the increased value (if any) of the Units since purchase or since the previous exit tax applied, whichever is later.

For the purposes of calculating if any further tax arises on a subsequent chargeable event (other than chargeable events arising from the ending of a subsequent Relevant Period or where payments are made annually or at more frequent intervals), the preceding deemed disposal is initially ignored and the appropriate tax calculated as normal. Upon calculation of this tax, credit is immediately given against this tax for any tax paid as a result of the preceding deemed disposal. Where the tax arising on the subsequent chargeable event is greater than that which arose on the preceding deemed disposal, the Fund will have to deduct the difference. Where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal, the Fund will refund the Unitholder for the excess (subject to the paragraph headed "*15% threshold*" below).

10% Threshold

The Fund will not have to deduct tax ("exit tax") in respect of this deemed disposal where the value of the chargeable units (i.e. those Units held by Unitholders to whom the declaration procedures do not apply) in the Fund (or in the sub-fund within an umbrella scheme) is less than 10% of the value of the total Units in the Fund (or in the sub-fund) and the Fund has made an election to report certain details in respect of each affected Unitholder to Revenue (the "Affected Unitholder") in each year that the de minimis limit applies. In such a situation the obligation to account for the tax on any gain arising on a deemed disposal will be the responsibility of the Unitholder on a self-assessment basis ("self-assessors") as opposed to the Fund or Sub-Fund (or their service providers). The Fund is deemed to have made the election to report once it has advised the Affected Unitholders in writing that it will make the required report.

15 % Threshold

As previously stated where the tax arising on the subsequent chargeable event is less than that which arose on the preceding deemed disposal (e.g. due to a subsequent loss on an actual disposal), the Fund will refund the Unitholder the excess. Where however immediately before the subsequent chargeable event, the value of chargeable units in the Fund (or in the sub-fund within an umbrella scheme) does not exceed 15% of the value of the total Units, the Fund (or sub-fund) may elect to have any excess tax arising repaid directly by Revenue to the Unitholder. The Fund is deemed to have made this election once it notifies the Unitholder in writing that any repayment due will be made directly by Revenue on receipt of a claim by the Unitholder.

Other

To avoid multiple deemed disposal events for multiple units an irrevocable election under Section 739D(5B) can be made by the Fund to value the Units held at the 30th June or 31st December of each year prior to the deemed disposal occurring. While the legislation is ambiguous, it is generally understood that the intention is to permit a fund to group units in six month batches and thereby make it easier to calculate the exit tax by avoiding having to carry out valuations at various dates during the year resulting in a large administrative burden.

The Irish Revenue Commissioners have provided updated investment undertaking guidance notes which deal with the practical aspects of how the above calculations/objectives will be accomplished.

Unitholders (depending on their own personal tax position) who are Irish Resident or Ordinarily Resident in Ireland may still be required to pay tax or further tax on a distribution or gain arising on an encashment, redemption, cancellation, transfer or deemed disposal of their Units. Alternatively they may be entitled to a refund of all or part of any tax deducted by the Fund on a chargeable event.

Equivalent Measures

The Finance Act 2010 ("Act") introduced new measures commonly referred to as equivalent measures to amend the rules with regard to Relevant Declarations. The position prior to the Act was that no tax would arise on an investment undertaking with regard to chargeable events in respect of a unitholder who was neither Irish Resident nor Ordinarily Resident in Ireland at the time of the chargeable event, provided that a Relevant Declaration was in place and the investment undertaking was not in possession of any information which would reasonably suggest that the information contained therein was no longer materially correct. In the absence of a Relevant Declaration there was a presumption that the investor was Irish Resident or Ordinarily Resident in Ireland. The Act however introduced provisions that permit the above exemption in respect of unitholders who are not Irish Resident nor Ordinarily Resident in Ireland to apply where appropriate equivalent measures are put in place by the investment undertaking to ensure that such unitholders are not Irish Resident nor Ordinarily Resident in Ireland and the investment undertaking has received approval from the Revenue Commissioners in this regard.

Personal Portfolio Investment Undertaking ("PPIU")

The Finance Act 2007 introduced new provisions regarding the taxation of Irish Resident individuals or Ordinarily Resident in Ireland individuals who hold units in investment undertakings. These provisions introduced the concept of a personal portfolio investment undertaking ("PPIU"). Essentially, an investment undertaking will be considered a PPIU in relation to a specific investor where that investor can influence the selection of some or all of the property held by the investment undertaking. Depending on individuals' circumstances, an investment undertaking may be considered a PPIU in relation to some, none or all individual investors i.e. it will only be a PPIU in respect of those individuals' who can "influence" selection. Any gain arising on a chargeable event in relation to an investment undertaking which is a PPIU in respect of an individual that gave rise to the chargeable event and occurs on or after 20th February 2007, will be taxed at 60%. Specific exemptions apply where the property invested in has been widely marketed and made available to the public or for non-property investments entered into by the investment undertaking. Further restrictions may be required in the case of investments in land or unquoted units deriving their value from land.

Capital Acquisitions Tax

The disposal of Units may be subject to Irish gift or inheritance tax (Capital Acquisitions Tax). However, provided that the Fund falls within the definition of investment undertaking (within the meaning of Section 739B(1) of the Taxes Act), the disposal of Units by a Unitholder is not liable to Capital Acquisitions Tax provided that (a) at the date of the gift or inheritance, the donee or successor is neither domiciled nor Ordinarily Resident in Ireland; (b) at the date of the disposition, the Unitholder disposing ("disponer") of the Units is neither domiciled nor Ordinarily Resident in Ireland; and (c) the Units are comprised in the gift or inheritance at the date of such gift or inheritance and at the valuation date.

With regard to Irish tax residency for Capital Acquisitions Tax purposes, special rules apply for non-Irish domiciled persons. A non-Irish domiciled donee or disponer will not be deemed to be resident or ordinarily resident in Ireland at the relevant date unless;

i) that person has been resident in Ireland for the 5 consecutive years of assessment immediately preceding the year of assessment in which that date falls; and
ii) that person is either resident or ordinarily resident in Ireland on that date.

European Union – Taxation of Savings Income Directive

Dividends and other distributions made by the Fund, together with payment of the proceeds of sale and/or redemption of Units in the Fund, may in future (depending on the investment portfolio of the Fund and the location of the paying agent – the definition of a paying agent for the purposes of the Savings Directive is not necessarily the same person who may legally be regarded as the paying agent) be subject to the exchange of information regime or withholding tax imposed by EU Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments. If a payment is made to a Unitholder who is an individual resident in a Member State of the European Union (or a "residual entity" established in a Member State) by a paying agent resident in another Member State (or in certain circumstances the same Member State of the Unitholder) then the Directive may apply. The Directive applies to payments of "interest" (which may include distributions or redemption payments by collective investment funds) or other similar income made on or after 1 July 2005, applicants for Units in the Fund will be requested to provide certain information as required under the Directive. It should be noted that the imposition of exchange of information and/or withholding tax on payments made to certain individuals and residual entities resident in an EU Member State also applies to those resident or located in any of the following countries; Anguilla, Aruba, British Virgin Islands, Cayman Island, Guernsey, Isle of Man, Jersey, Montserrat, Netherlands Antilles and Turks and Caicos Islands.

For the purposes of the Directive, interest payments include income distributions made by certain collective investment funds (in the case of EU domiciled funds, the Directive currently only applies to UCITS), to the extent that the fund has invested more than 15% of its assets directly or indirectly in interest bearing securities and income realised upon the sale, repurchase or redemption of fund units to the extent that the fund has invested 25% of its assets directly or indirectly in interest bearing securities.

The following countries, Andorra, Liechtenstein, Monaco, San Marino and Switzerland, will not be participating in automatic exchange of information. To the extent that they will exchange information it will be on a request basis only. Their participation is confined to imposing a withholding tax.

On 13 November 2008 the European Commission adopted an amending proposal to the Directive. If implemented, the proposed amendments would, inter alia, (i) extend the scope of the EU Savings

Directive to payments made through certain intermediate structures (whether or not established in a Member State) for the ultimate benefit of an EU resident individual and (ii) provide for a wider definition of interest subject to the EU Savings Directive. As at the date of this prospectus, it is not known whether and if so when, the amending proposal will become law.

Compliance with US reporting and withholding requirements

With effect from 1 July 2014, under the Irish Financial Accounts Reporting Regulations 2014, the Fund is obliged to report certain information in respect of U.S. and certain other investors in the Fund to the Irish Revenue Commissioners who will then share that information with the U.S. tax authorities,

These obligations stem from US Legislation, the Foreign Account Tax Compliance Act ("**FATCA**") which is part of the Hiring Incentives to Restore Employment Act 2010. FATCA is an expansive information reporting regime enacted by the United States ("**US**") aimed at ensuring that US persons with financial assets outside the US are paying the correct amount of US tax. FATCA will generally impose a withholding tax of up to 30% with respect to certain US source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends paid to a foreign (non-US) financial institution ("**FFI**") unless the FFI enters directly into a contract ("**FFI agreement**") with the US Internal Revenue Service ("**IRS**") or alternatively the FFI is located in a IGA country (please see below). An FFI agreement will impose obligations on the FFI including disclosure of certain information about US investors directly to the IRS and the imposition of withholding tax in the case of non-compliant investors. For these purposes the Fund would fall within the definition of a FFI for the purpose of FATCA.

In recognition of both the fact that the stated policy objective of FATCA is to achieve reporting (as opposed to being solely the collecting of withholding tax) and the difficulties which may arise in certain jurisdictions with respect to compliance with FATCA by FFIs, the US has developed an intergovernmental approach to the implementation of FATCA. In this regard the Irish and US Governments signed an intergovernmental agreement ("**Irish IGA**") on the 21st December 2012 and provision has been included in Finance Act 2013 for the implementation of the Irish IGA which also permits regulations to be made by the Irish Revenue Commissioners with regard to registration and reporting requirements arising from the Irish IGA. In this regard, the Revenue Commissioners (in conjunction with the Department of Finance) have issued Regulations – S.I. No. 292 of 2014 which is effective from 1 July 2014. Final Guidance Notes were issued on 1 October 2014).

The Irish IGA is intended to reduce the burden for Irish Financial Institutions (FIs) of complying with FATCA by simplifying the compliance process and minimising the risk of withholding tax. Under the Irish IGA, information about reportable persons will be provided on an annual basis by each Reporting Irish FIs (unless the entity is exempted from the FATCA requirements) directly to the Irish Revenue Commissioners. The Irish Revenue Commissioners will then provide such information to the IRS (by the 30th September of the following year) without the need for the Irish FI to enter into a FFI agreement with the IRS. Irish FIs will generally be required to register with the IRS to obtain a Global Intermediary

Identification Number (GIIN), demonstrate that reportable persons have been identified, and report financial data on such persons to Irish Revenue. Where a Reporting Irish FI in Ireland complies with Irish FATCA legislation that FI will not be subject to withholding tax under FATCA.

To the extent the Fund does suffer US withholding tax on its investments as a result of FATCA, the Directors of the Manager may take any action in relation to an investor's investment in the Fund to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information gave rise to the withholding. While the Irish IGA, Regulations, and Guidance Notes should serve to reduce the burden of compliance with FATCA, and accordingly the risk of a FATCA withholding on payments to the Fund in respect of its assets, no assurance can be given in this regard.

Each prospective investor should consult their own tax advisor regarding the requirements under FATCA with respect to their own situation.

9 GENERAL INFORMATION

Meetings

The Trustee or the Manager may convene a meeting of Unitholders at any time. The Manager must convene such a meeting if requested to do so by the holders of not less than 15% in aggregate of the Units in issue (excluding Units held by the Manager).

All business transacted at a meeting of Unitholders duly convened and held shall be by way of extraordinary resolution.

Not less than fourteen (14) days' notice of every meeting must be given to Unitholders. The notice shall specify the place, day and hour of meeting and the terms of the resolution to be proposed. A copy of the notice shall be sent by post to the Trustee unless the meeting shall be convened by the Trustee. A copy of the notice shall be sent by post to the Manager unless the meeting shall be convened by the Manager. The accidental omission to give notice to or the non-receipt of notice by any of the Unitholders shall not invalidate the proceedings at any meeting.

The quorum shall be Unitholders present in person or by proxy holding or representing at least one tenth in number of the Units for the time being in issue. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

At any meeting (a) on a show of hands every Unitholder who is present in person or by a proxy shall have one vote and (b) on a poll every Unitholder who is present in person or by proxy shall have one vote for every Unit of which he is the Unitholder.

With regard to the respective rights and interests of Unitholders in different Sub-Funds or different Classes of the same Sub-Fund the foregoing provisions shall have effect subject to the following modifications:-

(a) a resolution which in the opinion of the Manager affects one Sub-Fund or Class only shall be deemed to have been duly passed if passed at a separate meeting of the Unitholders of that Sub-Fund or Class;

(b) a resolution which in the opinion of the Manager affects more than one Sub-Fund or Class but does not give rise to a conflict of interest between the Unitholders of the respective Sub-Funds or Classes shall be deemed to have been duly passed at a single meeting of the Unitholders of those Sub-Funds or Classes;

(c) a resolution which in the opinion of the Manager affects more than one Sub-Fund or Class and gives or may give rise to a conflict of interest between the Unitholders of the respective Sub-

Funds or Classes shall be deemed to have been duly passed only if, in lieu of being passed at a single meeting of the Unitholders of those Sub-Funds or Classes, it shall be passed at separate meetings of the Unitholders of those Sub-Funds or Classes.

Reports

The Accounting Date of the Fund and of each of its Sub-Funds is December 31 in each year or (in the case of the termination of the Fund or of a Sub-Fund) the date on which monies required for the final distribution shall have been paid to the Unitholders in the relevant Sub-Fund or Sub-Funds with the prior approval of the Central Bank.

In respect of each Accounting Period the Manager shall cause to be audited and certified by the auditors an annual report relating to the management of the Fund and each of its Sub-Funds. Such annual report shall be in a form approved by the Central Bank and shall contain such information required under the UCITS Regulations. There shall be attached to such annual report a statement by the Trustee in relation to the Fund and each of its Sub-Funds and a statement of such additional information as the Central Bank may specify.

The said annual report shall be made available not later than four months after the end of the period to which it relates at www.mifl.ie and at the respective registered offices of the Manager, of the Trustee and the business addresses of the Correspondent Bank/Paying Agents.

The Manager shall prepare an un-audited half-yearly report for the six months immediately succeeding the Accounting Date by reference to which the last annual report of the Fund and of each of the Sub-Funds was prepared. Accordingly, the half-yearly reporting date is June 30 in each year. Such half-yearly report shall be in a form approved by the Central Bank and shall contain such information required under the UCITS Regulations.

Copies of the said half-yearly report shall be made available not later than two months from the end of the period to which it relates at www.mifl.ie and at the respective registered offices of the Manager, of the Trustee and the business addresses of the Correspondent Bank/Paying Agents.

The Manager shall provide the Central Bank with any monthly or other reports it may require.

The Trust Deed is available for consultation at the respective registered offices of the Manager, of the Trustee and the business addresses of the Correspondent Bank/Paying Agents.

Notices

Notices may be given to Unitholders and shall be deemed to have been duly given as follows:

MEANS OF DISPATCH		DEEMED RECEIVED
Delivery by Hand	:	The day of delivery
Post	:	7 business days after posting
Telex	:	Answer back received at end of telex
Fax	:	Positive transmission receipt received
Publication	:	The day of publication in a leading financial newspaper circulating in the market in which the Units are sold or such other newspaper as the Manager and the Trustee may agree
Electronically	:	The day on which the electronic transmission has been sent to the electronic information system designated by a Unitholder

Material Contracts

The following contracts, further details of which are set out in the sections headed "Management of the Fund" and "Management and Fund Charges", not being contracts entered into in the ordinary course of business, have been or will be entered into and are or may be material:

(i) The Trust Deed;

(ii) The Administration Agreement. This Agreement is for an indefinite period and may be terminated by the Manager at any time by giving not less than three months written notice, and by the Administrator by giving not less than six months written notice, however, any such termination shall not become effective until such time as a suitable replacement administrator has been appointed by the Manager and all relevant documentation has been filed with the Central Bank in respect of such replacement administrator. This Agreement provides that the Manager shall indemnify and hold harmless the Administrator against all actions, proceedings and claims and against all costs, demands and expenses (including legal and professional expenses) arising therefrom which may be brought against, suffered or incurred by the Administrator by reason of the performance or non-performance of its duties under the terms of this Agreement (other than directly or indirectly due to the material breach of the Agreement, fraud, negligence, bad faith, wilful default or recklessness of the Administrator). The terms of this Agreement regarding the remuneration of the Administrator are set out under the section "Management and Fund Charges".

The Manager shall also enter into one or more investment management agreements pursuant to which it shall appoint one or more Investment Managers to manage the investment and re-investment of the assets of particular Sub-Funds. Any such agreements shall be detailed in Appendix III to this Prospectus.

The Manager shall also enter into one or more correspondent bank or paying agency agreements pursuant to which it shall appoint one or more Correspondent Banks or Paying Agents to provide correspondent bank or paying agency facilities for the Fund in one or more countries. Any such agreements shall be detailed in Appendix III to this Prospectus.

Any other contracts subsequently entered into, not being contracts entered into in the ordinary course of business which are or may be material, shall be detailed in the appropriate Appendix or Information Card to this Prospectus.

Termination

The Fund or any of its Sub-Funds or Classes may be terminated by the Trustee by notice in writing as hereinafter provided upon the occurrence of any of the following events, namely:

(i) if the Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or ceases business or becomes (in the reasonable judgement of the Trustee) subject to the de facto control of some corporation or person of whom the Trustee does not reasonably approve or if a receiver is appointed in respect of any of the assets of the Manager or if an examiner is appointed to the Manager pursuant to the Companies (Amendment) Act, 1990;

(ii) if in the reasonable opinion of the Trustee the Manager shall be incapable of performing its duties;

(iii) if any law shall be passed which renders it illegal to continue the Fund or any of its Sub-Funds or Classes; or

(iv) if within a period of twelve months from the date of the Trustee expressing in writing to the Manager its desire to retire the Manager shall have failed to appoint a new Trustee pursuant to the provisions of the Trust Deed.

The Fund or any of its Sub-Funds or Classes may be terminated by the Manager in its absolute discretion by notice in writing as hereinafter provided in any of the following events, namely:

(i) if one year from the date of the first issue of Units or on any Dealing Day thereafter the Net Asset Value of any Sub-Fund shall be less than 15 million Euros or the Net Asset Value of the Fund shall be less than 150 million Euros;

(ii) if the Fund shall cease to be an authorised UCITS under the UCITS Regulations or if any of its Sub-Funds or Classes shall cease to be authorised by the Central Bank;

(iii) if any law shall be passed which renders it illegal or in the reasonable opinion of the Manager impracticable or inadvisable to continue the Fund or any of its Sub-Funds;

(iv) if within a period of three months from the date of the Manager expressing in writing to the Trustee its desire to retire, a replacement manager shall not have been appointed;

(v) if within a period of six months from the date of the Investment Manager expressing in writing to the Manager its desire to retire the Manager shall have failed to appoint a new Investment Manager.

The party terminating the Fund or a Sub-Fund or Class shall give notice thereof to the Unitholders in the manner herein provided and by such notice fix the date on which such termination is to take effect which date shall not be less than two months after the service of such notice.

The Fund or any of its Sub-Funds or Classes may at any time be terminated by extraordinary resolution of a meeting of the Unitholders duly convened and held in accordance with the provisions contained in the Schedule to the Trust Deed and such termination shall take effect from the date on which the said resolution is passed or such later date (if any) as the said resolution may provide.

Not later than two months before the termination of the Fund or of a Sub-Fund or Class, as the case may be, the Manager shall (if practically possible) give notice to the Unitholders advising them of the impending distribution of the assets of the Fund, the Sub-Fund or attributable to the relevant Class, as the case may be. After such termination the Manager shall procure the sale of all investments then remaining in the Trustee's and its nominee's hands as part of the assets of the Fund, the Sub-Fund or attributable to the relevant Class and such sale shall be carried out and completed in such manner and within such period after the termination of the Fund or of the Sub-Fund or Class as the Manager and the Trustee thinks desirable. The Manager shall at such time or times as it shall deem convenient and at its entire discretion procure the distribution to the Unitholders, in accordance with the latest available allocation of the Net Asset Value of the Sub-Fund or Class between Units pursuant to the Trust Deed and then pro rata to the number of Units of the relevant Class held by them respectively, of all net cash proceeds derived from the realisation of the investments and any cash then forming part of the assets of the relevant Sub-Fund or attributable to the relevant Class so far as the same are available for the purpose of such distribution. Every such distribution shall be made only after the certificates relating to the Units in respect of which the same is made shall have been lodged with the Manager together with such form of request of payment and receipt as the Manager shall in its absolute discretion require provided that the Manager shall be entitled to retain out of any such monies in the hands of the Trustee full provision for all costs, charges, expenses, claims, liabilities and demands relating to the relevant Sub-Funds or Classes, for which the Manager is or may become liable or incurred, made or expended by the Manager in connection with the liquidation of the Fund or any of the Sub-Funds or Classes, as the case may be, and out of the monies so retained to be indemnified and saved harmless against any

such costs, charges, expenses, claims and demands. Any unclaimed net proceeds or other cash held by the Trustee under the provisions of this Clause may at the expiration of twelve months from the date on which the same were payable be paid into court subject to the right of the Trustee to deduct therefrom any expenses it may incur in carrying out this provision.

Continuance or Retirement of Manager

The Manager shall so long as the Fund subsists continue to act as the Manager thereof in accordance with the terms of the Trust Deed.

The Manager for the time being shall be subject to removal and shall be so removed by (immediate in the case of (i)) (three months (in the case of (ii)) notice in writing given by the Trustee to the Manager in any of the following events:

(i) if the Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or if a receiver is appointed in respect of any of the assets of the Manager or if an examiner is appointed to the Manager pursuant to the Companies (Amendment) Act, 1990; or

(ii) if a Meeting of the Unitholders by extraordinary resolution determines that the Manager should retire.

The Manager shall have the power on the giving of three months' written notice to the Trustee to retire in favour of some other corporation approved by the Trustee and the Central Bank upon and subject to such corporation entering into an acceptable deed.

Retirement or Removal of Trustee

The Trustee shall not be entitled to retire voluntarily except upon the appointment of a new Trustee or the termination of the Fund, including termination of the Fund by the Trustee where the Manager shall have failed to appoint a new Trustee within a period of twelve months from the date of the Trustee expressing in writing its desire to retire. In the event of the Trustee desiring to retire, the Manager may by supplemental deed appoint any duly qualified corporation which is approved by the Central Bank to be the Trustee in the place of the retiring Trustee. The Trustee shall be subject to removal by the Manager by giving not less than three months notice in writing to the Trustee provided however that the Trustee shall continue in office until a successor trustee approved by the Central Bank is appointed.

General

The Fund is not engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are known to the Directors of the Manager or to the Trustee to be pending or threatened by or against the Fund since its establishment.

Documents Available for Inspection

The following documents are available for inspection on any Business Day at the registered office of the Manager and at the offices of Dillon Eustace, 33, Sir John Rogerson's Quay, Dublin 2, Ireland from the date of this Prospectus:

(a) the Trust Deed;

(b) the material contracts referred to above; and

(c) annual reports, incorporating audited financial statements, and half-yearly reports, incorporating unaudited financial statements, when published.

Copies of the document referred to at (a) above can be obtained by Unitholders at the respective registered offices of the Manager, of the Trustee and at the business addresses of the Correspondent Bank/Paying Agent free of charge on request.

Copies of each of the documents referred to at (b) above can be obtained by Unitholders at the registered office of the Manager and at the business addresses of the Correspondent Bank/Paying Agent free of charge on request.

Copies of each of the documents referred to at (c) above can be obtained by Unitholders at www.mifl.ie and the respective registered offices of the Manager, of the Trustee and at the business addresses of the Correspondent Bank/Paying Agent free of charge on request.

The Manager has developed a strategy for determining when and how voting rights are exercised. Details of the actions taken on the basis of those strategies are available to Unitholders free of charge on request.

MEDIOLANUM Portfolio

APPENDIX I

PERMITTED INVESTMENTS AND INVESTMENT AND BORROWING RESTRICTIONS

Investment Restrictions

The Fund is authorised as a UCITS pursuant to the UCITS Regulations. Pursuant to the provision of the UCITS Regulations, a UCITS is subject to the following investment restrictions (in any event the Fund will comply with the Central Bank's UCITS Notices):-

1 Permitted Investments

Investments of each Sub-Fund are confined to:

1.1 Transferable securities and Money Market Instruments which are either admitted to official listing on a stock exchange in a Member State or non-Member State or which are dealt on a market which is regulated, operates regularly, is recognised and open to the public in a Member State or non-Member State.

1.2 Recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described above) within a year.

1.3 Money Market Instruments, as defined in the Central Bank's UCITS Notices, other than those dealt on a regulated market.

1.4 Units of UCITS.

1.5 Units of non-UCITS as set out in the Central Bank's Guidance Note 2/03.

1.6 Deposits with credit institutions as prescribed in the Central Bank's UCITS Notices.

1.7 Financial derivative instruments as prescribed in the Central Bank's UCITS Notices.

2 Investment Restrictions

2.1 Each Sub-Fund may invest no more than 10% of net assets in transferable securities and Money Market Instruments other than those referred to in paragraph 1.

2.2 Each Sub-Fund may invest no more than 10% of net assets in recently issued transferable securities which will be admitted to official listing on a stock exchange or other market (as described in paragraph 1.1) within a year. This restriction will not apply in relation to investment by the Sub-Fund in certain US securities known as Rule 144A securities provided that:

the securities are issued with an undertaking to register with the US Securities and Exchanges Commission within one year of issue; and
the securities are not illiquid securities i.e. they may be realised by the Sub-Fund within seven days at the price, or approximately at the price, at which they are valued by the Sub-Fund.

2.3 Each Sub-Fund may invest no more than 10% of net assets in transferable securities or Money Market Instruments issued by the same body provided that the total value of transferable securities and Money Market Instruments held in the issuing bodies in each of which it invests more than 5% is less than 40%.

2.4 Subject to the prior approval of the Central Bank the limit of 10% (in 2.3) is raised to 25% in the case of bonds that are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. If a Sub-Fund invests more than 5% of its net assets in these bonds issued by one issuer, the total value of these investments may not exceed 80% of the net asset value of the Sub-Fund.

2.5 The limit of 10% (in 2.3) is raised to 35% if the transferable securities or Money Market Instruments are issued or guaranteed by a Member State or its local authorities or by a non-Member State or public international body of which one or more Member States are members.

2.6 The transferable securities and Money Market Instruments referred to in 2.4. and 2.5 shall not be taken into account for the purpose of applying the limit of 40% referred to in 2.3.

2.7 Each Sub-Fund may not invest more than 20% of net assets in deposits made with the same credit institution.

Deposits with any one credit institution, other than

- a credit institution authorised in the EEA (European Union Member States, Norway, Iceland, Liechtenstein);
- a credit institution authorised within a signatory state (other than an EEA Member State) to the Basle Capital Convergence Agreement of July 1988 (Switzerland, Canada, Japan, United States); or
- a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand

held as ancillary liquidity, must not exceed 10% of net assets.

This limit may be raised to 20% in the case of deposits made with the trustee/custodian.

2.8 The risk exposure of each Sub-Fund to a counterparty to an over-the-counter derivative may not exceed 5% of net assets.

This limit is raised to 10% in the case of 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 1988, or a credit institution authorised in Jersey, Guernsey, the Isle of Man, Australia or New Zealand.

2.9 Notwithstanding paragraph 2.3, 2.7 and 2.8 above, a combination of two or more of the following issued by, or made or undertaken with, the same body may not exceed 20% of net assets:
investments in transferable securities or Money Market Instruments;
deposits, and/or
counterparty risk exposures arising from over-the-counter derivatives transactions.

2.10 The limits referred to in 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9 above may not be combined, so that exposure to a single body shall not exceed 35% of net assets.

2.11 Group companies are regarded as a single issuer for the purposes of 2.3, 2.4, 2.5, 2.7, 2.8 and 2.9. However, a limit of 20% of net assets may be applied to investment in transferable securities and Money Market Instruments within the same group.

2.12 Each Sub-Fund may invest up to 100% of its net assets in transferable securities and Money Market Instruments issued or guaranteed by any Member State, its local authorities, non-Member States or public international bodies of which one or more Member States are members, any government of any OECD member country which is not a Member State where such securities are rated investment grade by an international rating agency, European Investment Bank, European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Euratom, The Asian Development Bank, European Central Bank, Council of Europe Eurofima, The European Coal & Steel Community, African Development Bank, International Bank for Reconstruction and Development (The World Bank), The Inter American Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority provided that if more than 35% of the assets of a Sub-Fund is invested in such securities, the Sub-Fund must hold securities from at least six different issues with securities from any one issue not exceeding 30% of the net assets.

3 Investment in Collective Investment Schemes ("CIS")

3.1 Each Sub-Fund may not invest more than 20% of net assets in any one CIS unless it is established as a feeder fund, as detailed on page 20 of the Prospectus.

3.2 Investment in non-UCITS may not, in aggregate, exceed 30% of net assets.

* Any short selling of money market instruments by a Sub-Fund is prohibited

3.3 Investment in a CIS, which can itself invest more than 10% of net assets in other CIS, is not permitted.

3.4 When a Sub-Fund invests in the units of other CIS that are managed, directly or by delegation, by the Sub-Fund management company or by any other company with which the UCITS management company is linked by common management or control, or by a substantial direct or indirect holding, that management company or other company may not charge subscription, conversion or redemption fees on account of the Sub-Fund's investment in the units of such other CIS.

3.5 Where a commission (including a rebated commission) is received by the Sub-Fund manager/investment manager by virtue of an investment in the units of another CIS, this commission must be paid into the property of the Sub-Fund.

4 Index Tracking UCITS

4.1 Each Sub-Fund may invest up to 20% of the net assets in shares and/or debt securities issued by the same body where the investment policy of the Sub-Fund to replicate an index which satisfies the criteria set out in the UCITS Notices and is recognised by the Central Bank.

4.2 The limit in 4.1 may be raised to 35%, and applied to a single issuer, where this is justified by exceptional market conditions.

5 General Provisions

5.1 An investment company, or management company acting in connection with all of the CIS it manages, may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.

5.2 Each Sub-Fund may acquire no more than:
10% of the non-voting shares of any single issuing body;
10% of the debt securities of any single issuing body;
25% of the units of any single CIS;
10% of the Money Market Instruments of any single issuing body.

NOTE: The limits laid down in (ii), (iii) and (iv) above may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the Money Market Instruments, or the net amount of the securities in issue cannot be calculated.

5.3 5.1 and 5.2 shall not be applicable to:
(i) transferable securities and Money Market Instruments issued or guaranteed by a Member State or its local authorities;
(ii) transferable securities and Money Market Instruments issued or guaranteed by a non-

Member State;
(iii) transferable securities and Money Market Instruments issued by public international bodies of which one or more Member States are members;
(iv) shares held by a Sub-Fund in the capital of a company incorporated in a non-member State which invests its assets mainly in the securities of issuing bodies having their registered offices in that State, where under the legislation of that State such a holding represents the only way in which the Sub-Fund can invest in the securities of issuing bodies of that State. This waiver is applicable only if in its investment policies the company from the non-Member State complies with the limits laid down in 2.3 to 2.11, 3.1, 3.2, 5.1, 5.2, 5.4, 5.5 and 5.6, and provided that where these limits are exceeded, 5.5 and 5.6 below are observed;
(v) shares held by an investment company or investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on their behalf.

5.4 Each Sub-Fund need not comply with the investment restrictions herein when exercising subscription rights attaching to transferable securities or Money Market Instruments which form part of their assets.

5.5 The Central Bank may allow recently authorised UCITS to derogate from the provisions of 2.3 to 2.12, 3.1, 3.2, 4.1 and 4.2 for six months following the date of their authorisation, provided they observe the principle of risk spreading.

5.6 If the limits laid down herein are exceeded for reasons beyond the control of a Sub-Fund, or as a result of the exercise of subscription rights, the Sub-Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its unitholders.

5.7 Neither an investment company, nor a management company or a trustee acting on behalf of a unit trust or a management company of a common contractual fund, may carry out uncovered sales of:
transferable securities;
Money Market Instruments*;
units of CIS; or
financial derivative instruments.

5.8 Each Sub-Fund may hold ancillary liquid assets

* Any short selling of money market instruments by a Sub-Fund is prohibited

6 Financial Derivative Instruments ("FDIs")

6.1 Each Sub-Fund's global exposure (as prescribed in the Central Bank's UCITS Notices) relating to FDI must not exceed its total net asset value.

6.2 Position exposure to the underlying assets of FDI, including embedded FDI in transferable securities or Money Market Instruments, when combined where relevant with positions resulting from direct investments, may not exceed the investment limits set out in the Central Bank's UCITS Notices. (This provision does not apply in the case of index based FDI provided the underlying index is one which meets with the criteria set out in the Central Bank's UCITS Notices.)

6.3 Each Sub-Fund may invest in FDIs dealt in over-the-counter (OTC) provided that the counterparties to over-the-counter transactions (OTCs) are institutions subject to prudential supervision and belonging to categories approved by the Central Bank.

6.4 Investment in FDIs are subject to the conditions and limits laid down by the Central Bank.

7. Borrowing

7.1 Each Sub-Fund may borrow up to 10% of its net assets provided such borrowing is on a temporary basis. Each Sub-Fund may charge its assets as security for such borrowings.

7.2 Each Sub-Fund may acquire foreign currency by means of a "back-to-back" loan agreement. Foreign currency obtained in this manner is not classed as borrowings for the purposes of the borrowing restrictions set out at (a) above provided that the offsetting deposit:-

(g) is denominated in the base currency of the Sub-Fund; and

(ii) equals or exceeds the value of the foreign currency loan outstanding.

However, where foreign currency borrowings exceed the value of the back-to-back deposit, any excess is regarded as borrowing for the purpose of (a) above.

APPENDIX II
RECOGNISED EXCHANGES

The following is a list of regulated stock exchanges and markets on which a Sub-Fund's investments in securities and financial derivative instruments other than permitted investment in unlisted investments, will be listed or traded and is set out in accordance with Central Bank's requirements. With the exception of permitted investments in unlisted securities investment in securities will be restricted to the stock exchanges and markets listed below. The Central Bank does not issue a list of approved stock exchanges or markets.

(i) any stock exchange which is:-

- located in any Member State of the European Union; or

- located in any Member State of the European Economic Area with the exception of Liechtenstein (European Union, Norway and Iceland).

- located in any of the following countries:-

  Australia
  Canada
  Japan
  Hong Kong
  New Zealand
  Switzerland
  United States of America

(ii) any of the following stock exchanges or markets:-

Argentina	-	Bolsa de Comercio de Buenos Aires
Argentina	-	Bolsa de Comercio de Cordoba
Argentina	-	Bolsa de Comercio de Rosario
Bahrain	-	Bahrain Stock Exchange
Bangladesh	-	Dhaka Stock Exchange
Bangladesh	-	Chittagong Stock Exchange
Botswana	-	Botswana Stock Exchange
Brazil	-	Bolsa de Valores do Rio de Janeiro
Brazil	-	Bolsa de Valores de Sao Paulo
Chile	-	Bolsa de Comercio de Santiago
Chile	-	Bolsa Electronica de Chile
China (Peoples' Rep. of – Shanghai)	-	Shanghai Securities Exchange
China		

(Peoples' Rep. of – Shenzhen)	-	Shenzhen Stock Exchange
Colombia	-	Bolsa de Bogota
Colombia	-	Bolsa de Medellin
Colombia	-	Bolsa de Occidente
Croatia	-	Zagreb Stock Exchange
Egypt	-	Alexandria Stock Exchange
Egypt	-	Cairo Stock Exchange
Ghana	-	Ghana Stock Exchange
India	-	Bangalore Stock Exchange
India	-	Delhi Stock Exchange
India	-	Mumbai Stock Exchange
India	-	National Stock Exchange of India
Indonesia	-	Jakarta Stock Exchange
Indonesia	-	Surabaya Stock Exchange
Israel	-	Tel-Aviv Stock Exchange
Jordan	-	Amman Financial Market
Kazakhstan (Rep. Of)	-	Central Asian Stock Exchange
Kazakhstan (Rep. Of)	-	Kazakhstan Stock Exchange
Kenya	-	Nairobi Stock Exchange
Lebanon	-	Beirut Stock Exchange
Malaysia	-	Kuala Lumpur Stock Exchange
Mauritius	-	Stock Exchange of Mauritius
Mexico	-	Bolsa Mexicana de Valores
Morocco	-	Societe de la Bourse des Valeurs de Casablanca
Namibia	-	Namibian Stock Exchange
New Zealand	-	New Zealand Stock Exchange
Pakistan	-	Islamabad Stock Exchange
Pakistan	-	Karachi Stock Exchange
Pakistan	-	Lahore Stock Exchange
Peru	-	Bolsa de Valores de Lima
Philippines	-	Philippine Stock Exchange
Singapore	-	Singapore Stock Exchange
South Africa	-	Johannesburg Stock Exchange
South Korea	-	Korea Stock Exchange
	-	KOSDAQ Market
Sri Lanka	-	Colombo Stock Exchange
Taiwan (Republic of China)	-	Taiwan Stock Exchange Corporation
Thailand	-	Stock Exchange of Thailand
Tunisia	-	Bourse des Valeurs Mobilieres de Tunis
Turkey	-	Istanbul Stock Exchange
Ukraine	-	Ukrainian Stock Exchange
Uruguay	-	Bolsa de Valores de Montevideo

Zimbabwe - Zimbabwe Stock Exchange

(iii) any of the following markets

MICEX;
RTS1;

the market organised by the International Capital Market Association;

the market conducted by the "listed money market institutions", as described in the FSA publication "The Investment Business Interim Prudential Sourcebook (which replaces the "Grey Paper") as amended from time to time;

AIM - the Alternative Investment Market in the UK, regulated and operated by the London Stock Exchange;

The over-the-counter market in Japan regulated by the Securities Dealers Association of Japan;

NASDAQ in the United States;

The market in US government securities conducted by primary dealers regulated by the Federal Reserve Bank of New York;

The over-the-counter market in the United States regulated by the National Association of Securities Dealers Inc. also described as the over-the-counter market in the United States conducted by primary and secondary dealers regulated by the Securities and Exchanges Commission and by the National Association of Securities Dealers and by banking institutions regulated by the US Comptroller of the Currency, the Federal Reserve System or Federal Deposit Insurance Corporation;

The French market for Titres de Créances Négotiables (over-the-counter market in negotiable debt instruments);

EASDAQ Europe (European Association of Securities Dealers Automated Quotation-is a recently formed market and the general level of liquidity may not compare favourably to that found on more established exchanges);

The over-the-counter market in Canadian Government Bonds, regulated by the Investment Dealers Association of Canada;

SESDAQ (the second tier of the Singapore Stock Exchange;

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

- in a Member State
- in a Member State in the European Economic Area with the exception of Liechtenstein (European Union, Norway and Iceland);

United States of America

- Chicago Board of Trade
- Chicago Board Options Exchange;
- Chicago Mercantile Exchange;
- Eurex US;
- New York Futures Exchange;

in Japan, on the

- Osaka Securities Exchange;
- Tokyo International Financial Futures Exchange;
- Tokyo Stock Exchange.

in Singapore, on the

- Singapore International Monetary Exchange;

For the purposes only of determining the value of the assets of a Sub-Fund, the term "Recognised Exchange" shall be deemed to include, in relation to any futures or options contract utilised by the Sub-Fund for the purposes of efficient portfolio management or to provide protection against exchange rate risk any organised exchange or market on which such futures or options contract is regularly traded.

APPENDIX III

INVESTMENT MANAGERS/ CORRESPONDENT BANKS/PAYING AGENTS

A. Investment Managers

The Manager has delegated to the Investment Managers the power to manage the investments of certain Sub-Funds, subject to the overall supervision of the Manager.

The Investment Managers so appointed and the Sub-Funds in respect of which they act are set out below.

Sub-Fund	**Investment Manager**
Active 100 Fund	Mediolanum Asset Management Limited
Active 80 Fund	Mediolanum Asset Management Limited
Active 40 Fund	Mediolanum Asset Management Limited
Active 10 Fund	Mediolanum Asset Management Limited
Aggressive Fund	Mediolanum Asset Management Limited
Aggressive Plus Fund	Mediolanum Asset Management Limited
Dynamic Fund	Mediolanum Asset Management Limited
Balanced Fund	Mediolanum Asset Management Limited
Moderate Fund	Mediolanum Asset Management Limited
Liquidity Fund	Mediolanum Asset Management Limited

Mediolanum Asset Management Limited

Mediolanum Asset Management Limited ("MAML") is a private company limited by shares and was incorporated in Ireland on June 8, 1999. MAML is capitalised (including capital contributions from its direct owners) at €3,900,000 and is ultimately 100% owned by Mediolanum S.p.A. MAML was authorised on November 23, 2000 as an investment business firm by the Central Bank under Section 10 of the Investment Intermediaries Act, 1995 (as amended) pursuant to which it was authorised to provide discretionary investment management services to third parties. MAML is now authorised and regulated by the Central Bank under the European Communities (Markets in Financial Instruments)

Regulations 2007, as amended (S.I. Number 60 of 2007) (the "MiFID Regulations").

The Investment Management Agreement dated February 7, 2005 (and as may be further amended from time to time in accordance with the requirements of the Central Bank) between the Manager and Investment Manager is for an unlimited term unless terminated in respect of one or more Sub-Funds, by the Manager at any time by notice to the Investment Manager or by the Investment Manager on not less than six months prior written notice to the Manager. The Investment Management Agreement provides that the Manager shall indemnify and hold MAML harmless against all or any damages, losses, liabilities, actions, proceedings, claims, costs and expenses (including without limitation, reasonable legal fees and expenses) suffered by it in the performance of its duties thereunder in the absence of MAML's wilful misfeasance, fraud, bad faith, negligence or reckless disregard of its obligations thereunder.

B. Correspondent Banks/Paying Agents

The Manager has appointed Correspondent Banks or Paying Agents to provide correspondent bank or paying agent facilities for the Fund in certain countries. Unless otherwise disclosed by way of a Country Supplement relating to a specific jurisdiction, the Correspondent Banks or Paying Agents and the countries in which they provide such services are set out below.

Country	**Correspondent Bank/Paying Agent**
Italy	State Street Bank GmbH – Succursale Italia
Spain	BANCO-MEDIOLANUM S.A.

State Street Bank GmbH – Succursale Italia

The Correspondent Bank in Italy is State Street Bank GmbH – Succursale Italia (formerly State Street Bank S.p.A.) which will act as correspondent bank for the Fund and each of its Sub-Funds in Italy within the limitations established by the Bank of Italy.

State Street Bank GmbH – Succursale Italia is a legal entity regulated by BAFiN, the Bank of Italy (BoI) and the European Central Bank (ECB). Further supervision is provided by the Commissione Nazionale per le Società e la Borsa (CONSOB) which is responsible for regulating the Italian securities market and investment services business.

State Street Bank GmbH – Succursale Italia is part of the State Street Group and serves asset management companies, pension funds and other institutional clients mainly providing depositary bank, custody, fund administration and local paying agent services.

State Street Bank GmbH – Succursale Italia is a member of the Italian Banking Association (ABI), the Italian Association of Foreign Banks (AIBE) and participates to Deposit Protection Fund of the Association of German Banks.

The Correspondent Bank Agreement dated February 7, 2005 (as amended by way of a deed of novation dated January 3, 2006 and as may be further amended from time to time in accordance with the requirements of the Central Bank) between the Manager, the Trustee, the Correspondent Bank in Italy pursuant to which the Correspondent Bank in Italy will act as correspondent bank in Italy for the Fund within the limitations established by the Bank of Italy, performing its tasks of receiving payments on behalf of persons resident in Italy who wish to subscribe for the Units, of making payments of the redemption price of Units and of distributions to Unitholders and of keeping at the disposal of Unitholders the documents that the Manager, as manager of the Fund, is obliged to draw up in accordance with current Italian legislation as well as any notices calling meetings of Unitholders and the texts of any resolutions passed or to be passed thereat.

BANCO-MEDIOLANUM S.A.

The Paying Agent in Spain is BANCO MEDIOLANUM, S.A. which will act as Paying Agent for the Fund and each of its Sub-Funds in Spain within the limitations established by the Spanish Regulators, Bank of Spain and Comisión Nacional del Mercado de Valores (CNMV).

BANCO MEDIOLANUM, S.A., a bank which specialises in portfolio management for both private individuals and institutions, is a member of a group of companies which provides a range of financial services within the Spanish market:

- BANCO MEDIOLANUM, S.A.: Banking.
- MEDIOLANUM GESTIÓN GIIC: Mutual fund management.
- MEDIOLANUM PENSIONES: Pension fund management.

BANCO MEDIOLANUM, S.A. has significant experience in mutual fund management and administration and has a history of innovation within the sector as evidenced by BANCO MEDIOLANUM S.A.'s creation of the first Spanish money market fund in 1984.

A Paying Agency Agreement dated as of February 7, 2005 as may be further amended from time to time in accordance with the requirements of the Central Bank has been entered between the Manager, the Trustee and BANCO-MEDIOLANUM S.A. pursuant to which BANCO-MEDIOLANUM S.A. will act as correspondent bank and paying agent in Spain within the limitations established by the CNMV, performing its tasks of receiving payments on behalf of persons resident in Spain who wish to subscribe for the Units, of making payments of the redemption price of Units and of distributions to Unitholders and of keeping at the disposal of Unitholders the documents that the Manager, as manager of the Fund, is obliged to draw up in accordance with current Spanish legislation as well as any notices calling meetings of Unitholders and the texts of any resolutions passed or to be passed thereat.

This Appendix shall be updated upon the appointment of additional or removal of existing Investment Managers/Correspondent Banks/Paying Agents.

MANAGER AND GLOBAL DISTRIBUTOR

Mediolanum International Funds Limited,
2 Shelbourne Buildings,
Shelbourne Road,
Ballsbridge
Dublin 4, Ireland.

CORRESPONDENT BANK IN ITALY

State Street Bank GmbH – Succursale Italia
Via Col Moschin 16,
Milan,
Italy.

LEGAL ADVISERS IN IRELAND

Dillon Eustace,
33, Sir John Rogerson's Quay,
Dublin 2,
Ireland.

INVESTMENT MANAGER

Mediolanum Asset Management Limited,
2 Shelbourne Buildings,
Shelbourne Road,
Ballsbridge
Dublin 4, Ireland.

PAYING AGENT IN SPAIN

BANCO-MEDIOLANUM S.A.
Av. Diagonal 670,
08034 Barcelona,
Spain.

AUDITORS

Deloitte & Touche,
Deloitte & Touche House,
29 Earlsfort Terrace,
Dublin 2,
Ireland

TRUSTEE

RBC Investor Services Bank S.A.,
Dublin Branch,
George's Quay House,
43 Townsend Street,
Dublin 2,
Ireland.

ADMINISTRATOR, REGISTRAR AND TRANSFER AGENT

RBC Investor Services Ireland Limited,
George's Quay House,
43 Townsend Street,
Dublin 2,
Ireland.

PROMOTER

Mediolanum S.p.A.
Palazzo Meucci Milano 3,
Via Francesco Sforza, 15,
20080 Basiglio – Milano 3,
Milano,
Italy

SUB-FUND INFORMATION CARD

This Sub-Fund Information Card is a supplement to and forms part of and should be read in conjunction with the Prospectus dated July 29, 2015, as may be amended from time to time, which is available from the Administrator at George's Quay House, 43 Townsend Street, Dublin 2, Ireland.

This Sub-Fund Information Card contains specific information in relation to the, sub-funds of Mediolanum Portfolio Fund (the "Fund") an open-ended umbrella unit trust established as a UCITS pursuant to the provisions of the UCITS Regulations.

Active 100 Fund
Active 80 Fund
Active 40 Fund
Active 10 Fund
Aggressive Fund
Aggressive Plus Fund
Dynamic Fund
Balanced Fund
Moderate Fund
Liquidity Fund

The Directors of the Manager of the Fund, whose names appear in the Prospectus under the heading "Management of the Fund", accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

1. Investment Objectives and Policies

Active 100 Fund

The investment objective of Active 100 Fund is long term capital appreciation through a global exposure (including emerging markets) to a diversified portfolio of equity securities, subject to the disclosures below. To achieve this, up to 100% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities listed or traded on Recognised Exchanges in both developed and emerging markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds, which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to equity securities in the opinion of the Manager/the Investment Manager/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 30% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade, however, up to 15% may be invested in below investment grade securities) and/or Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded on Recognised Exchanges in both developed and emerging markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.9% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. Notwithstanding the limit contained in Appendix I of the Prospectus under the heading "Investment and Borrowing Restrictions" at para 6.3 which provides that a Sub-Fund's global exposure relating to financial derivative instruments must not exceed its total Net Asset Value, the Sub-Fund may leverage its positions to generate an exposure in excess of the Net Asset Value of the Sub-Fund when derivative exposures are managed using a Value at Risk (VaR) approach. VaR is an advanced risk measurement methodology used to assess the Sub-Fund's leverage and market risk volatility. When the VaR is calculated as a percentage of the Net Asset Value of the Sub-Fund (absolute VaR), it may not be greater than 5% of the Net Asset Value of the Sub-Fund. When relative VaR is used, it may not be greater that

twice the VaR of a comparable benchmark or securities only portfolio. The VaR will be calculated using 99% confidence level, one day holding period, and the historical observation period will not be less than one year unless a shorter period is justified.

An investment in this Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Profile of a Typical Investor

Active 100 Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a high level of volatility and risk in the management of their savings, with a long term investment horizon.

Active 80 Fund

The investment objective of Active 80 Fund is medium-long term capital appreciation through a global exposure (including emerging markets) to a diversified portfolio of equity securities, subject to the disclosures below. To achieve this, up to 80% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities listed or traded on Recognised Exchanges in both developed and emerging markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds which are Irish domiciled open-ended umbrella units trusts established as UCITS under the UCITS Regulations 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to equity securities in the opinion of the Manager/the Investment Manager/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 60% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade, however, up to 15% may be invested in below investment grade securities) and/or Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded on Recognised Exchanges in both developed and emerging markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.5% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. Notwithstanding the limit contained in Appendix I of the Prospectus under the heading "Investment and Borrowing Restrictions" at para 6.3 which provides that a Sub-Fund's global exposure relating to financial derivative instruments must not exceed its total Net Asset Value, the Sub-Fund may leverage its positions to generate an exposure in excess of the Net Asset Value of the Sub-Fund when derivative exposures are managed using a Value at Risk (VaR) approach. VaR is an advanced risk measurement methodology used to assess the Sub-Fund's leverage and market risk volatility. When the VaR is calculated as a percentage of the Net Asset Value of the Sub-Fund (absolute VaR), it may not be greater than 5% of the Net Asset Value of the Sub-Fund. When relative VaR is used, it may not be greater that twice the VaR of a comparable benchmark or securities only portfolio. The VaR will be calculated using 99% confidence level, one day holding period, and the historical observation period will not be less than one year unless a shorter period is justified.

An investment in this Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Profile of a Typical Investor

Active 80 Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a high level of volatility and risk in the management of their savings, with a medium-long term investment horizon.

Active 40 Fund

The investment objective of Active 40 Fund is medium-long term capital appreciation through a global exposure (including emerging markets) to a diversified portfolio of bonds and equity securities, subject to the disclosures below. To achieve this, up to 80% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade, however, up to 15% may be invested in below investment grade securities) listed or traded on Recognised Exchanges in both developed and emerging markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands, and/or the CHALLENGE Funds which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to bonds in the opinion of the Manager/the Investment Manager/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 40% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities and/or Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded on Recognised Exchanges in both developed and emerging markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.1% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest

rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. Notwithstanding the limit contained in Appendix I of the Prospectus under the heading "Investment and Borrowing Restrictions" at para 6.3 which provides that a Sub-Fund's global exposure relating to financial derivative instruments must not exceed its total Net Asset Value, the Sub-Fund may leverage its positions to generate an exposure in excess of the Net Asset Value of the Sub-Fund when derivative exposures are managed using a Value at Risk (VaR) approach. VaR is an advanced risk measurement methodology used to assess the Sub-Fund's leverage and market risk volatility. When the VaR is calculated as a percentage of the Net Asset Value of the Sub-Fund (absolute VaR), it may not be greater than 5% of the Net Asset Value of the Sub-Fund. When relative VaR is used, it may not be greater that twice the VaR of a comparable benchmark or securities only portfolio. The VaR will be calculated using 99% confidence level, one day holding period, and the historical observation period will not be less than one year unless a shorter period is justified.

An investment in this Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Profile of a Typical Investor

Active 40 Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a medium level of volatility and risk in the management of their savings, with a medium-long term investment horizon.

Active 10 Fund

The investment objective of Active 10 Fund is medium term capital appreciation through a global exposure (including emerging markets) to a diversified portfolio of bonds, subject to the disclosures below. To achieve this, up to 100% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating of above investment grade, however, up to 15% may be invested in below investment grade securities) listed or traded on Recognised Exchanges in both developed and emerging markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds, which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to bonds in the opinion of the Manager/the Investment Manager/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 50% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded

on Recognised Exchanges in both developed and emerging markets. In addition, in such scenarios the Sub-Fund may also invest up to 10% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities listed or traded on Recognised Exchanges in both developed and emerging markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 1.8% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. Notwithstanding the limit contained in Appendix I of the Prospectus under the heading "Investment and Borrowing Restrictions" at para 6.3 which provides that a Sub-Fund's global exposure relating to financial derivative instruments must not exceed its total Net Asset Value, the Sub-Fund may leverage its positions to generate an exposure in excess of the Net Asset Value of the Sub-Fund when derivative exposures are managed using a Value at Risk (VaR) approach. VaR is an advanced risk measurement methodology used to assess the Sub-Fund's leverage and market risk volatility. When the VaR is calculated as a percentage of the Net Asset Value of the Sub-Fund (absolute VaR), it may not be greater than 5% of the Net Asset Value of the Sub-Fund. When relative VaR is used, it may not be greater that twice the VaR of a comparable benchmark or securities only portfolio. The VaR will be calculated using 99% confidence level, one day holding period, and the historical observation period will not be less than one year unless a shorter period is justified.

An investment in this Sub-Fund should not constitute a substantial proportion of

an investment portfolio and may not be appropriate for all investors.

Profile of a Typical Investor

Active 10 Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a medium level of volatility and risk in the management of their savings, with a medium term investment horizon.

Aggressive Fund

The investment objective of Aggressive Fund is long term capital appreciation through a global exposure to a diversified portfolio of equity securities, subject to the disclosures below. To achieve this, up to 100% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities listed or traded on Recognised Exchanges mainly in developed markets with a limited exposure to emerging markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds, which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to equity securities in the opinion of the Manager/the Investment Managers/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 10% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade) and/or Money Market Instruments and/or other liquid financial instruments (including but not limited to commercial paper, mortgage and asset backed securities) listed or traded on Recognised Exchanges in developed markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.9% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write

call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. The Sub-Fund will not be leveraged in excess of 100% of its net assets.

Profile of a Typical Investor

Aggressive Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a high level of volatility and risk in the management of their savings, with a long term investment horizon.

Aggressive Plus Fund

The investment objective of Aggressive Plus Fund is long term capital appreciation through a global exposure (including emerging markets) to a diversified portfolio of equity securities, subject to the disclosures below. To achieve this, up to 100% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities listed or traded on Recognised Exchanges in both developed and emerging markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds, which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to equity securities in the opinion of the Manager/the Investment Managers/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 10% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade) and/or Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded on Recognised Exchanges in developed markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.9% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. The Sub-Fund will not be leveraged in excess of 100% of its net assets.

An investment in this Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Profile of a Typical Investor

Aggressive Plus Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a high level of volatility and risk in the management of their savings, with a long term investment horizon.

Dynamic Fund

The investment objective of Dynamic Fund is medium-long term capital appreciation through a global exposure to a diversified portfolio of mainly equity securities, subject to the disclosures below. To achieve this, up to approximately 70% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which

invest in equity securities listed or traded on Recognised Exchanges in developed markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds, which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to equity securities in the opinion of the Manager/the Investment Managers/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 40% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade) and/or Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded on Recognised Exchanges in developed markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.5% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. The Sub-Fund will not be leveraged in excess of 100% of its net assets.

Profile of a Typical Investor

Dynamic Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a medium level of volatility and risk in the management of their savings, with a medium-long term investment horizon.

Balanced Fund

The investment objective of Balanced Fund is medium-long term capital appreciation through a global exposure to a diversified portfolio of bonds and equity securities, subject to the disclosures below. To achieve this, up to approximately 50% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities listed or traded on Recognised Exchanges in developed markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds, which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to equity securities in the opinion of the Manager/the Investment Managers/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 60% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade) and/or Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded on Recognised Exchanges in developed markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.1% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not

limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. The Sub-Fund will not be leveraged in excess of 100% of its net assets.

Profile of a Typical Investor

Balanced Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a medium level of volatility and risk in the management of their savings, with a medium-long term investment horizon.

Moderate Fund

The investment objective of Moderate Fund is medium-long term capital appreciation through a global exposure to a diversified portfolio of bonds and equity securities, subject to the disclosures below. To achieve this, up to approximately 30% of the Sub-Fund's assets may be invested in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in equity securities listed or traded on Recognised Exchanges in developed markets. It is envisaged that the underlying UCITS will be sub-funds within the Mediolanum Best Brands and/or the CHALLENGE Funds, which are Irish domiciled open-ended umbrella unit trusts established as UCITS under the UCITS Regulations, 1989, as amended, but other collective investment schemes may be invested in from time to time.

Where market or other factors are unfavourable to equity securities in the opinion of the Manager/the Investment Managers/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 80% of net assets in UCITS and non-UCITS collective investment schemes (permitted under the Central Bank's Guidance Note 2/03) which invest in fixed and/or floating rate bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating above investment grade) and/or Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities) and/or other liquid financial instruments listed or traded on Recognised Exchanges in developed markets.

The aggregate maximum management and performance fees that may be charged by the collective investment schemes in which the Sub-Fund will invest is 2.1% of their aggregate net asset values.

The Sub-Fund may also hold or maintain ancillary liquid assets, including but not limited to, time deposits, master demand notes, equity linked notes, variable rate demand notes and short-term funding agreements.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. The Sub-Fund will not be leveraged in excess of 100% of its net assets.

Profile of a Typical Investor

Moderate Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a medium level of volatility and risk in the management of their savings, with a medium-long term investment horizon.

Liquidity Fund

The investment objective of the Liquidity Fund is to provide capital appreciation through a global exposure (including emerging markets) to a diversified portfolio of Money Market Instruments (including but not limited to commercial paper, mortgage and asset backed securities with maturities of up to 10 years) and/or fixed income securities denominated in Euro (or hedged into Euro) listed or traded on Recognised Exchanges in both developed and emerging markets, subject to the disclosures below. The Sub-Fund will invest in Money Market Instruments and/or fixed income securities denominated in Euro (or hedged into Euro) that are issued by private, governmental and supranational issuers (including any political subdivisions, agencies or instrumentalities of governments), corporate bonds, mortgage-backed securities, asset backed securities or any other credit derivative securities, such as collateralised debt obligations with a rating of above investment grade, however, up to 35% may be

invested in below investment grade securities.

Where market or other factors are unfavourable to Money Market Instruments and/or fixed income securities in the opinion of the Manager/the Investment Manager/the Delegate Investment Manager, as appropriate, the Sub-Fund may invest up to 100% of net assets in fixed and/or floating bonds (bonds will be issued or guaranteed by sovereign and supranational entities and/or corporate entities throughout the world with a rating of above investment grade, however, up to 35% may be invested in below investment grade securities) listed or traded on Recognised Exchanges in both developed and emerging markets.

Where considered appropriate, the Sub-Fund may invest in financial derivatives instruments and/or utilise techniques and instruments for investment purposes, efficient portfolio management and/or to protect against foreign exchange risks, subject to the conditions and within the limits laid down by the Central Bank. In general, these financial derivative instruments and techniques and instruments include, but are not limited to futures, options, swaps, warrants, repurchase/reverse repurchase agreements, stocklending arrangements and forward currency contracts. More specifically, the Sub-Fund may purchase and write call and put options on securities (including straddles), securities indexes and currencies and enter into interest rate, currency, equity and bond index futures contracts and use options on such futures contracts (including straddles). The Sub-Fund may also enter into swap agreements including, but not limited to, swap agreements on interest rates, currency exchange rates, security indexes and specific securities. To the extent a Sub-Fund may invest in foreign currency-denominated securities, it may also invest in currency exchange rate swap agreements. The Sub-Fund may also enter into options on swap agreements with respect to currencies, interest rates, and securities indexes and may also enter into currency forward contracts. The Sub-Fund will typically use these techniques as a substitute for taking a position in the underlying funds and/or to gain an exposure within the limits laid down by the Central Bank and/or as part of a strategy designed to reduce exposure to other risks, such as interest rate or currency risk. The Sub-Fund may use these techniques with respect to its management of (i) interest rates, (ii) currency or exchange rates, (iii) securities prices, or (iv) target funds. The Sub-Fund will not be leveraged in excess of 100% of its net assets.

An investment in this Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

Profile of a Typical Investor

Liquidity Fund is ideally suited to investors whose investment objectives are geared towards the achievement of growth in the value of their savings, and who, in order to achieve this investment objective, are willing to accept an investment strategy involving a low level of volatility and risk in the management of their savings, with a short term investment horizon.

2. Unit Classes:

Units shall be issued to investors as Units of a Class in the relevant Sub-Fund. The Manager may, whether on the establishment of a Sub-Fund or from time to time, create more than one Class of Units in a Sub-Fund to which different levels of subscription fees and expenses (including the management fee), minimum subscription, minimum holding, designated currency, hedging strategy (if any) applied to the designated currency of the Class, distribution policy and such other features as the Manager may determine may be applicable. The Classes available in a Sub-Fund and their respective features shall be detailed in separate Class Information Cards available from the relevant Distributors.

3. Issue of Units:

The procedures to be followed in applying for Units whether by single subscription or by savings plan and details of applicable subscription fees are set out in the Prospectus under the heading "Administration of the Fund-Application for Units".

Initial Issue

During the initial offer period of a Class, Units shall be offered to investors at an initial fixed issue price per Unit as set out in the relevant Class Information Card.

The initial offer period may be shortened or extended by the Manager with the consent of the Trustee. The Central Bank shall be notified periodically of any such shortening or extension.

Subsequent Issues

Thereafter, Units shall be issued at a price equal to the Net Asset Value per Unit on the relevant Dealing Day on which the Units are to be issued.

4. Dealing Day:

Every Business Day.

5. Valuation Point

4.00 p.m. (Irish time).

6. Base Currency:

Euro.

7. Distribution Policy:

"A" Units shall not be entitled to receive distributions whereas "B" Units shall.

8. Fees:

In addition to the fees and expenses of the Administrator, the Trustee, the Investment Manager and the Correspondent Banks/Paying Agents and the general management and fund charges set out in the Prospectus under the heading "Management and Fund Charges", certain Class specific fees and expenses, including the costs of financial instruments (if any) employed for currency hedging between the base currency of a Sub-Fund and the designated currency of a Class or the denominated currency of the assets of the Sub-Fund and/or the underlying sub-funds invested in by any sub-fund which is a fund of funds and the designated currency of a Class, are payable out of certain Classes as set out in the relevant Class Information Cards.

Dated: July 29, 2015

MEDIOLANUM Portfolio

MEDIOLANUM S CLASSES INFORMATION CARD

This Information Card is a supplement to and forms part of and should be read in conjunction with the Prospectus dated July 29, 2015, as may be amended from time to time, which is available from the Administrator at George's Quay House, 43 Townsend Street, Dublin 2, Ireland.

This Information Card contains specific information in relation to the Mediolanum S Classes of the sub-funds of Mediolanum Portfolio Fund (the "Fund"), an open-ended umbrella unit trust established as a UCITS pursuant to the provisions of the UCITS Regulations.

The Directors of the Manager of the Fund, whose names appear in the Prospectus under the heading "Management of the Fund", accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

Sub-Fund	Class	Initial Issue Price/Period	Issue Price [1]	Management Fee[2]	A Units	B Units
Active 100 Fund	**Active 100 S**	n/a	NAV per Unit	1.0%	Yes	n/a
Active 80 Fund	**Active 80 S**	n/a	NAV per Unit	0.9%	Yes	n/a
Active 40 Fund	**Active 40 S**	n/a	NAV per Unit	0.5%	Yes	n/a
Active 10 Fund	**Active 10 S**	n/a	NAV per Unit	0.25%	Yes	n/a
Aggressive Fund	**Aggressive S**	n/a	NAV per Unit	0.7%	Yes	n/a
Aggressive Fund	**Aggressive SH***	n/a	NAV per Unit	0.7%	Yes	n/a
Aggressive Plus Fund	**Aggressive Plus S**	n/a	NAV per Unit	0.7%	Yes	n/a
Aggressive Plus Fund	**Aggressive Plus SH***	n/a	NAV per Unit	0.7%	Yes	n/a

mediolanum INTERNATIONAL FUNDS

Dynamic Fund	**Dynamic S****	n/a	NAV per Unit	0.6%	Yes	n/a
Dynamic Fund	**Dynamic SH***	n/a	NAV per Unit	0.6%	Yes	n/a
Balanced Fund	**Balanced S*****	n/a	NAV per Unit	0.45%	Yes	n/a
Balanced Fund	**Balanced SH***	n/a	NAV per Unit	0.45%	Yes	n/a
Moderate Fund	**Moderate S******	n/a	NAV per Unit	0.35%	Yes	n/a
Moderate Fund	**Moderate SH***	n/a	NAV per Unit	0.35%	Yes	n/a
Liquidity Fund	**Liquidity S**	n/a	NAV per Unit	0.3%	Yes	n/a
Liquidity Fund	**Liquidity SA**	n/a	NAV per Unit	0.2%	Yes	n/a

*** This Class will be up to 100% hedged at any one time**
**** This Class will be up to 40% hedged at any one time**
*****This Class will be up to 60% hedged at any one time**
****** This Class will be up to 80% hedged at any one time**

1 The procedures to be followed in applying for Units whether by single subscription or by savings plan and details of applicable subscription fees are set out in the Prospectus under the heading "Administration of the Fund – Application for Units".

Applications by way of single subscription are subject to a minimum subscription requirement. The minimum initial subscription is Euro 15,000 per Sub-Fund and is Euro 75,000, in aggregate. Subsequent subscriptions must be made in increments of at least Euro 5,000 per Sub-Fund and Euro 10,000 in aggregate. The minimum initial and subsequent subscription amounts for the Liquidity SA Class are Euro 5,000 each.

2 The annual management fee, accrued and payable monthly in arrears is calculated on that proportion of the Net Asset Value of the Sub-Fund attributable to the relevant Class. The Manager shall also be entitled to be repaid all of its Administration Expenses out of the assets of the Sub-Fund attributable to the Class. The fees and expenses of the Administrator, the Trustee, the Investment Manager and the Correspondent Banks/Paying Agents and the general

management and fund charges are set out in the Prospectus under the heading "Management and Fund Charges".

Dated: July 29, 2015