

**NFB GLOBAL BALANCED FUND OF FUNDS**

**Supplement to the Prospectus dated 2 February 2024**

**for Ci GLOBAL INVESTMENTS RIAIF ICAV**

**(a Retail Investor Alternative Investment Fund)**

This Supplement contains specified information in relation to NFB Global Balanced Fund of Funds (the "**Fund**"), a sub-fund of Ci Global Investments RIAIF ICAV (the "**ICAV**"), an open-ended umbrella type Irish collective asset-management vehicle with variable capital and with segregated liability between sub-funds.

The ICAV is a "retail investor" AIF authorised by the Central Bank of Ireland (the "**Central Bank**") to which the Act and chapter 1 of the AIF Rulebook applies. Please refer to the separate Existing Funds Supplement for details of all other sub-funds of the ICAV.

**This Supplement forms part of and should be read in conjunction with the Prospectus for the ICAV dated 2 February 2024 and the Existing Funds Supplement (together the "Prospectus").**

The Directors of the ICAV, whose names appear in the "Directors of the ICAV" section of the Prospectus, accept responsibility for the information contained in the Prospectus and this Supplement. 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.

Words and expressions defined in the Prospectus shall, unless the context otherwise requires have the same meaning when used in this Supplement. Save as disclosed herein there has been no significant change and no significant new matter has arisen since the publication of the Prospectus.

Dated: 2 February 2024

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## Investment Objective and Policies

### **Investment Objective**

The investment objective of the Fund is to provide capital growth. This objective is not guaranteed.

### **Policy and Guidelines**

In order to meet the Fund's objective it will follow a fund of funds approach and accordingly up to 100% of the Net Asset Value of the Fund may be invested in Underlying Funds (as described below) in accordance with the investment restrictions and, subject thereto in such proportions as Ci Global Fund Managers ICC Limited (the "**Investment Manager**") shall deem appropriate from time to time. The Investment Manager will actively manage the weighting of the Fund between the Underlying Funds and the different asset classes as described in more detail below to which the Fund will provide exposure, i.e. equities, bonds, real estate investment trusts, money market instruments (such as deposits, treasury bills, certificates of deposit, bankers acceptances and commercial paper) and cash. Subject to the investment restrictions below and the requirements of the Central Bank, the Investment Manager will not be restricted in its asset allocation decisions.

"Underlying Fund" means a fund (including exchange traded funds ) which will be daily dealing, open-ended and may be listed or unlisted and will be domiciled in, in the case of regulated funds in an EU/EEA Member State authorised under the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 as amended (the "**UCITS Regulations**") or authorised under domestic legislation implementing the UCITS Regulations and such other investment funds as may be permitted by the Central Bank as Category 1 from time to time (category 1 investment funds pursuant to the AIF rulebook ("**Category 1**")), or authorised in an EU Member State (category 2 investment funds pursuant to the AIF rulebook ("**Category 2**")), Guernsey where authorised as "Class A Schemes" (Category 1) or "Class B Schemes" (Category 2), Jersey where established either as "Recognised Funds" (Category 1) or as funds that are not "Recognised Funds" (Category 2), Isle of Man as "Authorised Schemes" (Category 1) or "unauthorised schemes" (Category 2), any investment funds authorised by the US Securities and Exchanges Commission under the Investment Companies Act 1940 (Category 2) and such other investment funds as may be permitted by the Central Bank as Category 2 from time to time. As at the date of this Supplement, the Fund is not currently invested in "Category 2 investment funds" pursuant to the AIF Rulebook. The AIFM will confirm to the Central Bank that any new Category 2 investment funds will comply in all material respects with the requirements applicable to a Retail Investor Alternative Investment Fund pursuant to the AIF Rulebook. In the case of unregulated funds, will be domiciled in Australia, Hong Kong, South Africa and will follow an investment strategy that seeks to provide capital growth to its investors through direct investment in transferable securities. The Underlying Funds will primarily invest in global equities and global equity linked securities (which may include, but are not limited to, such instruments as common stock and shares). The Underlying Funds may also invest in cash and/or cash equivalents, money market instruments, global bonds and real estate investment trusts. The investments of the Underlying Funds as described above are listed on Recognised Markets (as set out in Appendix II of the Prospectus) or recently issued transferable securities which will be admitted to official listing on a stock exchange or other market within one year. Underlying Funds will not be leveraged. The Underlying Funds must comply with the investment restrictions of the Fund as outlined below.

### **Investment Strategy**

The Fund is actively managed by the Investment Manager. The investment strategy of the Fund is to invest in Underlying Funds in order to provide exposure to the assets listed under the heading "Policy and Guidelines" above so that the Fund achieves its investment objective of capital growth. The selection of these Underlying Funds by the Investment Manager involves a top down (macro, asset allocation process) as well as a bottom up (quantitative and qualitative due diligence process) analysis. This analysis involves the identification of suitable asset classes for each fund, defines those asset classes and sets neutral allocations in order to select the Underlying Funds. On an ongoing basis these asset classes of the Underlying Funds are monitored and recommendations are made if changes are required to the selection of the Underlying Funds. This process drives the areas in which the due diligence process is conducted. The quantitative due diligence process seeks to narrow down the universe of potential funds to those that have significant enough assets under management to ensure that any exposures made will not themselves be too significant (and therefore at risk of illiquidity), that have at least a four-year track record and that have risk-adjusted returns in the top half of their peers, thereby warranting further formal, qualitative engagement. This quantitative process is updated regularly to ensure that funds that have previously passed the process continue to do so and to identify any funds that may now be passing the process where previously they were not. The qualitative process is only conducted on those funds that pass the process and are likely to be used.

### **Investment Restrictions**

The general investment restrictions contained in the "Investment Restrictions" section of the Prospectus shall apply. In addition, the following investment restrictions shall apply to the Fund:

- (a) Short selling of securities is not permitted.
- (b) The Fund will not be geared or leveraged through investment in any Underlying Fund.
- (c) The Fund will not invest more than 20% of its Net Asset Value in any one Underlying Fund.
- (d) The Fund will not invest in unregulated schemes.
- (e) The Fund will not invest in other fund of fund schemes or in other feeder schemes.
- (f) The Fund will not invest in Underlying Funds that compel the Underlying Fund to accept physical delivery of a commodity.
- (g) The Fund will not invest in exchange traded funds which are capable of obtaining leveraged exposure to underlying assets.
- (h) The Fund may only invest in an exchange traded fund, organised as a collective investment scheme which ordinarily invest in securities in accordance with the requirements of the South African legislation governing Collective Investment Schemes in Securities.
- (i) Where the Fund invests in shares of an Underlying Fund or any other collective investment scheme managed by the same management company or by an associated or related company, the manager of the scheme in which the investment is being made must waive the preliminary/initial/redemption charge and any AIFM fee which it would normally charge.
- (j) Any commission or other fee received by the AIFM or the Investment Manager in consideration of an investment in an Underlying Fund will be paid into the Fund.
- (k) The Fund does not use securities lending, repurchase/reverse repurchase agreements and total return swaps for efficient portfolio management purposes. If it chooses to do so in the future, it will be subject to the Central Bank's requirements and approval and full details will be provided in an updated Supplement.

### **Investment Manager**

The AIFM has appointed the following as Investment Manager to the Fund with effect from 00.01am on 1 April 2023:

Ci Global Fund Managers ICC Limited, an incorporated cell company that is authorised and regulated under the Protection of Investors (Bailiwick of Guernsey) Law, 2020 by the Guernsey Financial Services Commission having its registered office at 3rd Floor, One Cornet Street, St. Peter Port, Guernsey.

The Investment Manager provides investment management and advisory services to collective investment schemes and is regulated by the Guernsey Financial Services Commission.

### **Investment Advisor**

The AIFM, on the advice of Investment Manager, has appointed NFB AM International and SIP Mauritius (the "**Investment Advisors**") as joint Investment Advisors to the Fund. The Investment Advisors are companies incorporated in Mauritius and are registered with the Mauritius Financial Services Commission. The registered office for SIP Mauritius is c/o Intercontinental Fund Services Limited, Level 5, Alexander House, 35 Cybercity, Ebene 72201, Mauritius. The registered office for NFB AM International is c/o Intercontinental Fund Services Limited, Level 5, Alexander House, 35 Cybercity, Ebene 72201, Mauritius.

NFB AM International specialises in the provision of advisory and discretionary investment management services to collective investment scheme funds. For the avoidance of doubt the Investment Advisor shall only provide non-

discretionary advice in respect of the Fund.

SIP Mauritius specialises in the provision of advisory and discretionary investment management services to collective investment scheme funds. It also provides investment consulting services to investment managers and investment advisors. For the avoidance of doubt the Investment Advisor shall only provide non-discretionary advice in respect of the Fund.

### **Distributor**

The AIFM has appointed Ci Collective Investments (RF) (Pty) Limited (the "**Distributor**") as the Distributor to the Fund. The Distributor is a company incorporated in South Africa which is registered with the South African Financial Sector Conduct Authority. Its registered office is 54 Peter Place, 1st Floor Blackburn House, Peter Place Park, Bryanston, Johannesburg, South Africa.

The Distributor is approved as a manager in terms of the Collective Investment Schemes Control Act, No 45 of 2002 and administers collective investment scheme portfolios in South Africa. The Distributor is authorised to act as the representative of the Funds of the ICAV, where the Funds wish market their shares in South Africa and are, therefore, required to register with the South African Financial Sector Conduct Authority for approval for public distribution in South Africa.

### **Borrowings**

In accordance with the general provisions contained in the "Borrowing and Lending Powers" section of the Prospectus, the Fund may borrow up to 10% of its net assets on a temporary basis. Such borrowings are permitted only to meet the Fund's obligations in relation to (i) the administration of the Fund relating to purchase or sale transactions; and/or (ii) the redemption or cancellation of Shares in the Fund. Borrowings in relation to (i) above are only permitted for a period of up to 8 calendar days, and 61 calendar days in respect of (ii) in order to comply with the South African legislation governing Collective Investment Schemes in Securities and to allow for the Fund to be distributed to South African retail investors. However, at all times borrowings on behalf of the Fund will be in accordance with the requirements of the Central Bank.

### **Risk Factors**

The general risk factors set out in the "Risk Factors" section of the Prospectus apply to the Fund. In addition, the following risk factors apply to the Fund:

#### *Investment Risk*

The price of shares and the income from them may fall as well as rise and investors may not get back the amount they have invested and accordingly an investment should be viewed as medium to long term. In addition to market factors, changes in exchange rates may cause the value of shares to go up or down.

Persons interested in purchasing shares should inform themselves as to (a) the legal requirements within their own countries for the purchase of shares, (b) any foreign exchange restrictions which may be applicable, and (c) the income and other tax consequences of purchase and repurchase of shares.

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

Investment in certain securities markets involves a greater degree of risk than usually associated with investment in the securities of other major securities markets. Potential investors should consider all risks before investing in the Fund.

#### *Fund of Funds Risk*

The Fund may invest up to 100% of its Net Asset Value in Underlying Funds. The value of and income from Shares in the Fund will, therefore, be linked to the performance of such Underlying Funds. In addition, the Fund will rely on the calculation and publication of the net asset values of the Underlying Funds in the calculation of its Net Asset Value. Accordingly, any delay, suspension or inaccuracy in the calculation of the net asset value of an Underlying Fund will directly impact on the calculation of the Net Asset Value of the Fund.

#### *Currency Risk*

The net asset value per share will be computed in the base currency of the Fund, whereas the Fund's investments may be acquired in a wide range of currencies, some of which may be affected by currency movements of a more

volatile nature than those of developed countries and some of which may not be freely convertible. It may not be possible or practical to hedge against the consequent currency risk exposure and in certain instances the Investment Manager may consider it desirable not to hedge against such risk. The Investment Manager may enter into cross currency hedging transactions.

#### *Over-the-Counter Markets Risk*

Where the Fund acquires securities on over-the-counter markets, there is no guarantee that the 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.

#### *Taxation*

Potential investors attention is drawn to the taxation risk associated with investing in the Fund. See section headed "Taxation" in the Prospectus.

#### *Investments in Underlying Funds*

*Fund of Funds Risk:* The Fund will invest up to a maximum of 100% of its Net Asset Value in the Underlying Funds. The value of and income from Shares in the Fund will, therefore, be linked to the performance of such Underlying Funds. In addition, the Fund will rely on the calculation and publication of the net asset values of the Underlying Funds in the calculation of its Net Asset Value. Accordingly, any delay, suspension or inaccuracy in the calculation of the net asset value of an Underlying Fund will directly impact on the calculation of the Net Asset Value of the Fund.

#### *Charges in respect of investment in Underlying Funds*

It should be noted that the Fund incurs the costs of its own management and other service providers as set out under the Charges and Expenses section below. In addition, to the extent the Fund invests in open-ended collective investment schemes, it will bear its proportion of the fees paid by such schemes to their investment manager and other service providers. There may also be performance fees payable at the underlying scheme level. Further details of fees payable by the Underlying Funds are disclosed below under "Fees in respect of investment in Underlying Funds". The semi-annual and annual reports of the ICAV shall provide information on the specific open-ended collective investment schemes which the Fund invests in including their regulatory status and the specific fees paid by the Fund to such schemes. The aggregate of the Underlying Fund's management fees payable in relation to the Underlying Funds will not exceed 2% of the Net Asset Value of the Fund.

#### *Risks associated with investing in Underlying Funds*

The Fund may invest in Underlying Funds and as a shareholder of the Underlying Funds, the Fund will bear, along with other shareholders, its portion of the fees and expenses of the Underlying Funds, including management fees, performance fees and/or other fees. These fees will be in addition to the management fees and other fees and expenses which the Fund bears directly with its own operation and as a result the operating expenses of the Fund may be higher than those of traditional investment funds.

The Fund may invest in Underlying Funds which may be invested wholly independently of one another and may at times hold economically offsetting positions. To the extent that such Underlying Funds do, in fact, hold such positions, the Fund, considered as a whole, cannot achieve any gain or loss despite incurring expenses.

Furthermore, while the Directors or their delegate will ensure compliance with the investment restrictions applicable to the Fund, the manager of and/or service providers to the Underlying Funds in which the Fund may invest may not be obliged to comply with such investment restrictions in their management / administration of such funds. No assurance can be given that the investment restrictions of the Fund with respect to individual issuers or other exposures will be adhered to by such Underlying Funds or that, when aggregated, exposure by such Underlying Funds to individual issuers or counterparties will not exceed the investment restrictions applicable to the Fund. If the investment restrictions applicable to the investments directly made by the Fund are exceeded for reasons beyond the control of the Fund 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 Shareholders of the Fund.

#### *Pricing of Underlying Funds*

There may be difficulties in obtaining a reliable price for the net asset value of the Underlying Funds as only estimated and indicative valuations of certain Underlying Funds are available at the Valuation Point for the relevant Dealing Day where a redemption is affected. The Underlying Funds may not have dealing days for redemptions which are the same as the Dealing Days in the Fund. This will lead to pricing risk because the net

asset value of the Underlying Funds (on the basis of which the Fund's NAV is calculated) may increase or decrease between the Fund's Dealing Day and the Underlying Funds dealing day. Accordingly, the value of an Underlying Funds used for the purpose of valuing the Fund, at the Valuation Point for the relevant Dealing Day, may differ from the amount received by the Fund when it redeems its interests in the Underlying Funds.

### **Dividend Policy**

It is the Directors' current intention not to distribute the profits of the Fund derived from its investments. All such profits shall be reinvested in the Fund.

### **Key Information for Buying and Selling**

It is intended that the Shares in the Fund will be made available initially for subscription to investors in South Africa. All dealing requests (be they subscriptions or redemptions) may be made by post, fax or such other electronic means as agreed by the Administrator to the relevant address, fax number or email address as specified in the Application Form to be received by the Administrator on or prior to the Dealing Deadline for the relevant Dealing Day.

### **Initial Offer Period**

The Initial Offer Periods of the Class A (USD), Class B (USD) and Class C (USD) Shares have now closed (the "Launched Classes").

### **Subsequent Dealing**

Following the close of the Initial Offer Period, the Launched Classes will be issued at the Net Asset Value per Share calculated at the Valuation Point.

### **Base Currency**

US Dollars.

### **Business Day**

Any day (except Saturday or Sunday) on which the banks in Dublin and Guernsey are open for business and such other days as the Directors may, with the consent of the Depositary, determine and notify in advance to Shareholders

### **Dealing Day**

Any Business Day or such other dealing days as the directors determine provided there is a least one per month and all shareholders have been notified in advance.

### **Dealing Deadline**

In respect of a Dealing Day, 4.00 p.m. (Irish time) on the Business Day immediately preceding a Dealing Day.

### **Valuation Point**

Midnight (South African time) on each Dealing Day.

### **Minimum Shareholding**

Class A (USD)	US\$20,000
Class B (USD)	US\$1,000,000
Class C (USD)	US\$1,000,000

These amounts may be reduced or waived at the discretion of the Directors and/or the AIFM in a particular Class.

No Shareholder shall be entitled to redeem part only of his holding of Shares of any class in the Fund (subject to the discretion of the Directors) if such redemption request would result in his holding of Shares of such class after such redemption being below the minimum shareholding.

Minimum Initial Investment Amount

Class A (USD)	US\$20,000
Class B (USD)	US\$1,000,000
Class C (USD)	US\$1,000,000

The Directors and/or the AIFM may in their absolute discretion permit a lower minimum initial investment amount in a particular Class.

#### Minimum Additional Investment Amount

Class A (USD)	None
Class B (USD)	None
Class C (USD)	None

The Directors and/or the AIFM may in their absolute discretion permit a lower minimum additional investment amount in a particular Class.

#### **Preliminary Charge**

None.

#### **Repurchase Fee**

None.

#### **Settlement Date**

In the case of applications, close of business on the Business Day preceding the relevant Dealing Day (or such later time as may be permitted by the AIFM at its absolute discretion). In the case of repurchases five (5) Business Days from the Dealing Deadline and subject to the receipt of the relevant duly signed repurchase documentation.

#### Charges and Expenses

#### **Fees of the AIFM, the Investment Manager, the Investment Advisor, the Distributor, the Administrator and the Depositary.**

##### **AIFM Fees and Investment Manager Fees**

The AIFM will be entitled to receive from the ICAV out of the assets of the Fund an annual maximum fee of up to 0.14% of the net assets of the Fund and will pay the Investment Manager out of this annual fee. These fees will accrue and be calculated on each Dealing Day and be payable monthly in arrears. The AIFM will be responsible for all its own out of pocket costs and expenses. The Investment Manager will be responsible for all its own out of pocket costs and expenses.

##### **Investment Advisor Fees**

The AIFM will pay an annual maximum advisory fee out of the assets of the Fund of 0.70% of the net assets of the Class A (USD) Shares, 0.20% of the net assets of the Class B (USD) Shares and 0.60% of the net assets of the Class C (USD) Shares to the Investment Advisors. The investment advisory fee will accrue and be calculated on each Dealing Day and be payable monthly in arrears. The Investment Advisors will be responsible for its own out of pocket costs and expenses.

##### **Distributor Fees**

The AIFM will pay an annual maximum distribution fee out of the assets of the Fund of 0.03% of the net assets of the Fund to the Distributor. The distribution fee will accrue and be calculated on each Dealing Day and be payable monthly in arrears. The Distributor will be responsible for its own out of pocket costs and expenses.

##### **Administration Fees**

The Administrator will be entitled to receive from the ICAV out of the assets of the Fund an annual maximum fee which will not exceed 0.03% of the net assets of the Fund. These fees will accrue and be calculated on each Dealing Day and be payable monthly in arrears. The Administrator in the performance of its duties will be responsible for its own out of pocket costs and expenses.

The Administrator as registrar and transfer agent will be entitled to receive from the ICAV out of the assets of the Fund an annual maximum fee which will not exceed US\$3,000 together with reasonable costs and expenses incurred by the Administrator in the performance of its duties as registrar and transfer agent of the Fund. These fees shall accrue and be calculated on each Dealing Day and shall be payable monthly in arrears. The Administrator shall also be entitled to be reimbursed out of the assets of the Fund all agreed transaction charges



(which will be charged at normal commercial rates).

### **Depository Fees**

The Depository shall be entitled to receive an annual depository fee of 0.015% of the Net Asset Value of the Fund, accrued at each Valuation Point and shall be payable monthly in arrears. The Depository is also entitled to transaction charges and to recover properly vouched out-of-pocket expenses out of the assets of the Fund (plus VAT thereon, if any), including expenses of any sub-custodian appointed by it which shall be at normal commercial rates.

### **Establishment Fees**

The cost of establishing the Fund, obtaining authorisation from any authority, regulatory or other body, filing fees and the preparation and printing of this Supplement, marketing costs and the fees of all professionals relating to it, which are estimated not to exceed €4,000 will be borne by the Fund and amortised over the five years following the first issue of Shares in the Fund.

### **Fees in respect of investment in Underlying Funds**

As the Fund may invest in Underlying Funds, some or all of the Fund's investments will be subject to fees and charges of a similar nature to those in respect of the Fund (e.g. management, investment management, administration, regulatory, auditor and custodial fees). The Fund will bear, indirectly through its investment in Underlying Funds, a proportion of the offering organisational and operating expenses and performance fees of such Underlying Funds. The Underlying Funds generally charge an aggregate management fee of up to 2% of the Net Asset Value of the Underlying Funds and a maximum aggregate management fee of 5% of the Net Asset Value of the Underlying Funds.

This section should be read in conjunction with the section entitled "Charges and Expenses" in the Prospectus.

## **Material Contracts**

### **Investment Management Agreement**

The Investment Management Agreement dated 31 March 2023 with an effective time of 00.01 am on 1 April 2023 between the AIFM and the Investment Manager provides that the appointment of the Investment Manager will continue in force unless and until terminated by the AIFM on giving not less than 30 days' written notice to the Investment Manager or by the Investment Manager giving not less than 90 days' written notice to the AIFM. However, in certain circumstances the Agreement may be terminated without a minimum period of notice by either party. Neither party shall be liable to the other or otherwise for any loss suffered by the other party in connection with the subject matter of the agreement or any claims of whatever nature arising out of or in any way relating to the agreement other than by reason of any loss to the other party arising from the fraud, bad faith, negligence, wilful default or wilful misfeasance in the performance or non-performance by the other party of its duties. The Agreement also provides that the Investment Manager shall indemnify the AIFM to the extent that any and all claims, costs, direct damages, direct losses or expenses are attributable to the fraud, bad faith, negligence, wilful default or wilful misfeasance by the Investment Manager in the performance or non-performance of its duties or breach of contract on the part of the Investment Manager.

### **Investment Advisory Agreements**

The Investment Advisory Agreement dated 27 February 2018 between the AIFM, the Investment Manager and the Investment Advisor, SIP Mauritius provides that the appointment of the Investment Advisor will continue in force unless and until terminated by the AIFM on giving not less than 90 days' written notice to the other parties, or terminated by the AIFM giving not less than 30 days' written notice to the Investment Advisor. However, in certain circumstances, the Investment Advisory Agreement may be terminated without a minimum period of notice by either party upon the occurrence of (i) either party going into liquidation, (ii) either party committing a material breach of the agreement (iii) the Investment Advisor being directed to terminate the agreement by the Central Bank and (iv) if the Investment Manager ceases to be authorised by the Financial Conduct Authority. No party shall be liable to the others or otherwise for any loss suffered by any other party in connection with the subject matter of the agreement or any claims of whatever nature arising out of or in any way relating to the agreement, other than by reason of any loss to any other party arising from the fraud, negligence, bad faith or wilful default or wilful misfeasance in the performance or non-performance by any other party of its obligations or duties. The Investment Advisory Agreement also provides that the Investment Advisor shall indemnify the AIFM and the Investment Manager and each of their respective directors, officers and authorised agents against any and all claims which may be brought against or directly or indirectly suffered or incurred by the AIFM and the Investment Advisor to the extent that such claims are attributable to the fraud, bad faith, negligence, wilful default or wilful

misfeasance by the Investment Advisor (or any of its delegates) in the performance or non-performance of its duties or breach of contract on the part of the Investment Advisor.

The Investment Advisory Agreement dated 5 September 2018 between the AIFM, the Investment Manager and the Investment Advisor, NFB AM International provides that the appointment of the Investment Advisor will continue in force unless and until terminated by the AIFM on giving not less than 90 days' written notice to the other parties, or terminated by the AIFM giving not less than 30 days' written notice to the Investment Advisor. However, in certain circumstances, the Investment Advisory Agreement may be terminated without a minimum period of notice by either party upon the occurrence of (i) either party going into liquidation, (ii) either party committing a material breach of the agreement (iii) the Investment Advisor being directed to terminate the agreement by the Central Bank and (iv) if the Investment Manager ceases to be authorised by the Financial Conduct Authority. No party shall be liable to the others or otherwise for any loss suffered by any other party in connection with the subject matter of the agreement or any claims of whatever nature arising out of or in any way relating to the agreement, other than by reason of any loss to any other party arising from the fraud, negligence, bad faith or wilful default or wilful misfeasance in the performance or non-performance by any other party of its obligations or duties. The Investment Advisory Agreement also provides that the Investment Advisor shall indemnify the AIFM and the Investment Manager and each of their respective directors, officers and authorised agents against any and all claims which may be brought against or directly or indirectly suffered or incurred by the AIFM and the Investment Advisor to the extent that such claims are attributable to the fraud, bad faith, negligence, wilful default or wilful misfeasance by the Investment Advisor (or any of its delegates) in the performance or non-performance of its duties or breach of contract on the part of the Investment Advisor.

### **Distribution Agreement**

The Amended and Restated Distribution Agreement dated 27 February 2018 between the AIFM and the Distributor (the "**Distribution Agreement**") provides that the appointment of the Distributor will continue in force unless and until terminated by the AIFM on giving not less than 30 days' notice to the Distributor or terminated by the Distributor on giving not less than 90 days written notice to the AIFM. However, the Distribution Agreement may be terminated without a minimum notice period by either party, if either party commits a material breach of its obligations under the Distribution Agreement. The Distribution Agreement limits the liability of the Distributor to the AIFM to losses arising by reason of the fraud, negligence, wilful default, bad faith or wilful misfeasance by the Distributor in the performance or non-performance of its duties. The Distribution Agreement also provides that the AIFM shall indemnify the Distributor out of the assets of the Fund from and against any and/or all liabilities, obligations, direct losses, direct damages, penalties, actions, judgements, suits, reasonable costs, expenses or disbursements of any kind or nature whatsoever, incurred by or asserted against the Distributor other than those resulting from fraud, bad faith, negligence, wilful default or wilful misfeasance on the part of the Distributor, its servants or agents.