

ALLIGATOR FUND ICVC

PROSPECTUS

Valid as at 7 AUGUST 2019

**PROSPECTUS
OF
ALLIGATOR FUND ICVC**

This document constitutes the Prospectus for Alligator Fund ICVC (the “Company”) which has been prepared in accordance with the terms of the rules contained in the Collective Investment Schemes Sourcebook (the “FCA Regulations”) published by the Financial Conduct Authority (“FCA”) as part of their Handbook of rules made under the Financial Services and Markets Act 2000 (the “Act”).

The Prospectus is dated and is valid as at 7 August 2019 .

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

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

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 The Company is not bound by any out of date prospectus when it has issued a new prospectus and potential investors should check that they have the most recently published prospectus.

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

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

No person has been authorised by the Company or the ACD to give any information or to make any representations in connection with the offering of Shares other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been made by the Company or the ACD. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of Shares shall not, under any circumstances, create any implication that the affairs of the Company have not changed since the date hereof.

The provisions of the Instrument of Incorporation are binding on each of the Shareholders and a copy of the Instrument of Incorporation is available on request from Valu-Trac Investment Management Limited.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by Valu-Trac Investment Management Limited.

The distribution of this Prospectus and the offering of Shares in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required by the Company to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such 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 in certain jurisdictions may require that this Prospectus is translated into the official language of those countries. Should any inconsistency arise between the translated version and the English version, the English version shall prevail.

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

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

The ACD may transfer your personal information to countries located outside of the European Economic Area (the "EEA"). This may happen when the ACD's servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA. In these instances the ACD will take steps to ensure that your privacy rights are respected. Details relevant to you may be provided upon request.

The ACD shall not divulge any confidential information concerning investors unless required to do so by law or regulation or as set out in this Prospectus or the ACD's Privacy Policy (available at www.valu-trac.com or otherwise on request). Shareholders and potential investors acknowledge that their personal data as well as confidential information contained in the application form and arising from the business relationship with the ACD may be stored, modified, processed or used in any other way by the ACD, its agents, delegates, sub-delegates and certain third parties in any country in which the ACD conducts business or has a service provider (even in countries that do not provide the same statutory protection towards investors' personal data deemed equivalent to those prevailing in the European Union) for the purpose of administering and developing the business relationship with the investor. Subject to applicable law, investors may have rights in respect of their personal data, including a right to access and rectification of their personal data and, in some circumstances, a right to object to the processing of their personal data. Further details are set out in the ACD's Privacy Policy.

The Money Laundering Regulations 2017, The Proceeds of Crime Act 2002, The FCA Senior Management Arrangements Systems & Controls Source book and Joint Money Laundering Steering Group guidance notes (which are updated from time to time) state that the ACD must check your identity and the source of the money invested. The checks may include an electronic search of information held about you on the electoral roll and using credit reference agencies. The credit reference agency may check the details you supply against any particulars on any database (public or otherwise) to which they have access and may retain a record of that information although this is only to verify your identity and will not affect your credit rating. They may also use your details in the future to assist other companies for verification purposes. If you apply for shares you are giving the ACD permission to ask for this information in line with the Data Protection legislation. If you invest through a financial adviser they must fill an identity verification certificate on your behalf and send it to the ACD with your application.

Target market for MiFID II purposes: The Target Market for Mifid II purposes for the Company is set out in Appendix 1.

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DEFINITIONS

“ACD”	Valu-Trac Investment Management Limited, the Authorised Corporate Director of the Company from time to time;
“Accumulation Share”	net paying Shares, denominated in base currency in the Company as may be in issue from time to time in respect of which income allocated thereto is credited periodically to capital pursuant to the FCA Rules;
“Act”	Financial Services and Markets Act 2000 as amended;
“Administrator”	the administrator of the Company detailed in Section 8;
“Approved Derivative”	an approved derivative is one which is traded or dealt on an Eligible Derivatives Market and any transaction in such a derivative must be effected on or under the rules of the market;
“Auditor”	the auditor of the Company detailed in Section 7 or such other entity as is appointed to act as auditor of the Company from time to time;
“Business Day”	a day on which the London Stock Exchange is open. If the London Stock Exchange is closed as a result of a holiday or for any other reason, or there is a holiday elsewhere or other reason which impedes the calculation of the fair market value of the Company’s portfolio of securities or a significant portion thereof, the ACD may decide that any business day shall not be construed as such;
“COLL”	refers to the appropriate chapter or rule number in the FCA Regulations;
“Company”	Alligator Fund ICVC a UK authorised open-ended investment company with variable capital;
“Dealing Day”	Tuesdays excluding those that are not Business Days (in which event dealing will be on the next Business Day), the last Business Day of each month and such additional Business Days as may be determined by the ACD in consultation with the Depositary;
“Depositary”	NatWest Trustee and Depositary Services Limited, the depositary of the Company from time to time;
“Eligible Derivatives Market”	a market on which derivatives are traded (i) satisfying the requirements in COLL 5.2.10(1) of the FCA Rules or (ii) a market listed in Appendix 3 being a derivative market that the Depositary and the ACD have determined satisfy the requirements in COLL 5.2.10(2)

of the FCA Rules and have therefore designated as eligible for the Company.

“FCA”	the Financial Conduct Authority or such successor regulatory authority as may be appointed from time to time, and (where applicable) its predecessors including the Financial Services Authority;
“FCA Regulations”	the rules contained in the Collective Investment Schemes Sourcebook of the FCA Rules;
“FCA Rules”	the FCA handbook of rules made under the Act;
“Income Share”	net paying Shares, denominated in base currency in the Company as may be in issue from time to time in respect of which income allocated thereto is distributed periodically to the holders thereof pursuant to the FCA Rules;
“Investment Manager”	the Investment Manager to the ACD as detailed in Section 6;
“Net Asset Value” or “NAV”	the value of the Scheme Property of the Company less the liabilities of the Company as calculated in accordance with the Company’s Instrument of Incorporation;
“OEIC Regulations”	the Open-Ended Investment Companies Regulations 2001, as amended;
“Qualifying Investments”	(in accordance with the Authorised Investment Funds (Tax) Regulations 2006) in relation to an authorised investment fund, investments of the that fund that fall within categories 1-8 or regulation 20 of those Regulations including money placed at interest, securities other than shares in a company, shares in a building society, qualifying units in another authorised fund, certain derivative instruments referable to the investment types above and alternative finance arrangements;
“Registrar”	the registrar of the Company detailed in Section 8;
“Scheme Property”	the property of the Company to be given to the Depositary for safe-keeping, as required by the FCA Regulations;
“Share” or “Shares”	a share or shares in the Company;
“Shareholder”	a holder of a Share or Shares in the Company; and
“Share Class”	a particular class of Shares as described in Section 3.
“Valuation Point”	the point on a Dealing Day whether on a periodic basis or for a particular valuation, at which the ACD carries

out a valuation of the Scheme Property for the Company for the purpose of determining the price at which shares of a class may be issued, cancelled or redeemed. The current Valuation Point is 12.00 p.m. London time on each Dealing Day.

1 **The Company**

- 1.1 Alligator Fund ICVC is an open-ended investment company with variable capital, incorporated in England and Wales on 21 November 2002 under registered number IC203 and authorised with effect from 21 November 2002 (PRN:407790).
- 1.2 The Head Office of the Company is at Level 13 Broadgate Tower, 20 Primrose Street, London EC2A 2EW and its principal place of business is at Orton, Moray, IV32 7QE and this is the address of the place in the United Kingdom for service on the Company of notices or other documents required or authorised to be served on it. Where the ACD finds it necessary to serve notice on Shareholders, it will do so in written form unless, in the opinion of the ACD, there is a more expeditious method of service.
- 1.3 The base currency of the Company is pounds sterling. Investors should note that if the United Kingdom participates in the third stage of European Monetary Union and sterling ceases to exist, the ACD may convert the base currency of the Company from sterling to Euros. The ACD in consultation with the Depositary shall determine the best means to effect this conversion.
- 1.4 The maximum share capital of the Company is currently £100,000,000,000 and the minimum is £25,000. Shares in the Company have no par value and therefore the Share capital of the Company at all times equals the Company's current Net Asset Value.
- 1.5 Shareholders in the Company are not liable for the debts of the Company.
- 1.6 The Company has been established as a UCITS scheme. The Company qualifies as an "Undertaking for Collective Investment in Transferable Securities" ("UCITS") within the meaning of an EEC Directive on that subject of 1985 (85/611/EEC) (as subsequently amended).
- 1.7 The Company does not intend to have any interest in immovable or tangible movable property.
- 1.8 Shares in the Company may be marketed in other Member States and in countries outside the European Union and European Economic Area, subject to the FCA Regulations, and any regulatory constraints in those countries, if the ACD so decides.

2 **Company Structure**

As explained above the Company is a UCITS scheme.

3 **Shares**

- 3.1 The Share Classes presently available for the Company are set out in Appendix 1. Further Share Classes may be made available in due course, as the ACD may decide.
- 3.2 The minimum initial investment for each Share Class is set out in Appendix 1. These limits may be waived at the discretion of the ACD.

- 3.3 Shares issued by the Company will be either Income or Accumulation Shares. Income Shares are entitled to receive distributions of income periodically. Such distributions will be made by BACS or telegraphic transfer unless the ACD and shareholder agree otherwise.

4 **Management and Administration**

4.1 **Authorised Corporate Director**

- 4.1.1 The Authorised Corporate Director of the Company is Valu-Trac Investment Management Limited which is a private company limited by shares incorporated in England and Wales on 3 October 1989 with company number 02428648. The ACD is authorised and regulated by the FCA of 12 Endeavour Square, London, E20 1JN.

Registered Office: Level 13 Broadgate Tower, 20 Primrose Street, London, EC2A 2EW.

Principal Place of Business: Orton, Moray, IV32 7QE.

Share Capital: It has a share capital of £1,673,295 ordinary shares of £1 each issued and paid up.

Ultimate Holding Company: Valu-Trac Limited, a company incorporated in Bermuda.

- 4.1.2 As at the date of this Prospectus, the ACD acts as authorised corporate director of the investment companies with variable capital and investment manager of the funds listed in Appendix 6.

- 4.1.3 The ACD is responsible for managing and administering the Company's affairs in compliance with the FCA Rules. The ACD may delegate its management and administration functions, but not responsibility, to third parties, including associates subject to the rules in the FCA Rules. It has therefore delegated to the Investment Manager the function of managing and acting as the investment adviser for the investment and reinvestment of the assets of the Company

- 4.1.4 The directors of the ACD and their significant business activities not connected with the business of the ACD are as set out in Appendix 5. The Company has no directors other than the ACD

4.2 **Terms of Appointment**

- 4.2.1 The appointment of the ACD has been made under an agreement between the Company and the ACD, as amended from time to time (the "ACD Agreement").

- 4.2.2 Pursuant to the ACD Agreement, the ACD manages and administers the affairs of the Company in accordance with the FCA Regulations, the Instrument of Incorporation and this Prospectus.

- 4.2.3 The ACD Agreement may be terminated by either party after on not less than six months written notice or earlier upon the happening of certain specified events. The ACD Agreement contains detailed provisions relating to the responsibilities of the ACD and excludes it from any liability to the Company or any Shareholder

for any act or omission except in the case of negligence, wilful default, fraud, bad faith, breach of duty or breach of trust in relation to the Company on its part. The ACD Agreement provides indemnities to the ACD to the extent allowed by the FCA Regulations and other than for matters arising by reason of its negligence, wilful default, fraud, bad faith, breach of duty or breach of trust in the performance of its duties and obligations. Subject to certain limited exceptions set out in the Regulations, the ACD may retain the services of any person to assist it in the performance of its functions.

4.2.4 The fees to which the ACD is entitled are set out in Section 27.

4.3 **Remuneration Policy**

4.3.1 FCA Rules require that the ACD applies remuneration policies and practices that are consistent with, and promote, effective risk management for certain categories of staff (namely those whose activities have a material impact on the risk profile of the ACD or the UCITS funds that it manages ("Code Staff"). The ACD, taking account of the principle of proportionality, has in place a remuneration policy (the "Remuneration Policy") which is reviewed at least annually.

4.3.2 The ACD considers the Remuneration Policy to be appropriate to the size, internal operations, nature, scale and complexity of the Company and in line with the risk profile, risk appetite and the strategy of the Company.

4.3.3 The Remuneration Policy will apply to the fixed and variable (if any) remuneration received by the Code Staff.

4.3.4 In respect of any investment management delegates, the ACD requires that: (i) the entities to which such activities have been delegated are subject to regulatory requirements on remuneration that are equally as effective as those applicable under the European Securities and Market's Authority's ("ESMA's") Guidelines on Sound Remuneration Policies under the UCITS Directive and AIFMD/Article 14 of the UCITS Directive; or (ii) appropriate contractual arrangements are put in place with entities to which such activities have been delegated in order to ensure that there is no circumvention of the remuneration rules set out in the ESMA Guidelines or the FCA Handbook.

4.3.5 The ACD's remuneration policy requires, amongst other items, that the remuneration practices within the ACD:

4.3.5.1 are consistent with and promote sound and effective risk management;

4.3.5.2 do not encourage risk taking and are consistent with the risk profiles of the funds which the ACD manages; and

4.3.5.3 do not impair the ACD's ability to comply with its duty to act in the best interest of the funds which it manages.

4.3.6 Details of the Remuneration Policy, including a description of how remuneration and benefits are calculated, and the identities of persons responsible for awarding, the remuneration and benefits, will be made available on the ACD's website (www.valu-trac.com) and a paper copy will be made available free of charge from the ACD upon request.

5 **The Depositary**

The Depositary

- 5.1 NatWest Trustee and Depositary Services Limited is the Depositary of the Company.
- 5.2 The Depositary is incorporated in England as a private limited company. Its registered and head office is at 250 Bishopsgate, London EC2M 4AA. The ultimate holding company of the Depositary is The Royal Bank of Scotland Group plc, which is incorporated in Scotland. The principal business activity of the Depositary is the provision of trustee and depositary services. The Depositary is authorised and regulated by the FCA. It is authorised to carry on investment business in the United Kingdom by virtue of its authorisation and regulation by the regulator.

Duties of the Depositary

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

Conflicts of interest

- 5.4 The Depositary may act as the depositary of other open-ended investment companies and as trustee or custodian of other collective investment schemes.
- 5.5 It is possible that the Depositary and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the UCITS and/or other funds managed by the ACD or other funds for which the Depositary acts as the depositary, trustee or custodian. The Depositary will, however, have regard in such event to its obligations under the Depositary Agreement and the Regulations and, in particular, will use reasonable endeavours to ensure that the performance of its duties will not be impaired by any such involvement it may have and that any conflicts which may arise will be resolved fairly and in the best interests of Shareholders collectively so far as practicable, having regard to its obligations to other clients.

Nevertheless, as the Depositary operates independently from the Company, Shareholders, the ACD and its associated suppliers and the Custodian, the Depositary does not anticipate any conflicts of interest with any of the aforementioned parties.

Up to date information regarding (i) the Depositary's name, (ii) the description of its duties and any conflicts of interest that may arise between the Company, the shareholders or the ACD and the depositary, and (iii) the description of any safekeeping functions delegated by the Depositary, the description of any conflicts of interest that may arise from such delegation, and the list showing the identity of each delegate and sub-delegate, will be made available to Shareholders on request.

Delegation of safekeeping functions

- 5.6 The Depositary is permitted to delegate (and authorise its delegate to sub-delegate) the safekeeping of Scheme Property.

- 5.7 The Depositary has delegated safekeeping of the Scheme Property to RBC Investor Services Trust, UK Branch (“the Custodian”). In turn, the Custodian has delegated the custody of assets in certain markets in which the Company may invest to various sub-delegates (“Sub-custodians”). A list of Sub-custodians is given in Appendix 3 Part II. Investors should note that the list of Sub-custodian is updated only at each Prospectus review. An updated list of Sub-custodians is maintained by the ACD at www.valu-trac.com.

Updated information

- 5.8 Up-to-date information regarding the Depositary, its duties, its conflicts of interest, the delegation of its safekeeping functions and a list showing the identity of each delegate and sub-delegate will be made available to unitholders on request.

Terms of appointment

- 5.9 The Depositary was appointed under a depositary agreement between the ACD, the Company and the Depositary (the “Depositary Agreement”).
- 5.10 Under the Depositary Agreement, the Depositary is free to render similar services to others and the Depositary, the Company and the ACD are subject to a duty not to disclose confidential information.
- 5.11 The powers, duties, rights and obligations of the Depositary, the Company and the ACD under the Depositary Agreement shall, to the extent of any conflict, be overridden by the FCA Rules.
- 5.12 Under the Depositary Agreement the Depositary will be liable to the Company for any loss of financial instruments held in custody or for any liabilities incurred by the Company as a result of the Depositary’s negligent or intentional failure to fulfil its obligations.
- 5.13 However, the Depositary Agreement excludes the Depositary from any liability except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence in the performance or non-performance of its obligations.
- 5.14 It also provides that the Company will indemnify the Depositary for any loss suffered in the performance or non-performance of its obligations except in the case of fraud, wilful default, negligence or failure to exercise due care and diligence on its part.
- 5.15 The Depositary Agreement may be terminated on 90 days’ notice by the Company or the Depositary or earlier on certain breaches or the insolvency of a party. However, termination of the Depositary Agreement will not take effect, nor may the Depositary retire voluntarily, until the appointment of a new Depositary.
- 5.16 Details of the fees payable to the Depositary are given in Section 29.

6 **The Investment Manager**

The ACD has appointed Whitley Asset Management Limited to provide investment management and related advisory services to the ACD. The Investment Manager has the authority to make investment decisions on behalf of

the Company and the ACD. The Investment Manager is authorised and regulated by the Financial Conduct Authority.

The Investment Manager's registered office is at Calder & Co, 16 Charles II Street, London, SW1Y 4NW and its principal place of business is at 116 Princedale Road, London, W11 4NH.

The principal activity of the Investment Manager is the provision of investment management services

6.1 **Terms of appointment**

6.1.1 The Investment Manager was appointed by an agreement between the ACD and the Investment Manager (the "Investment Management Agreement").

6.1.2 The terms of the Investment Management Agreement between the ACD and the Investment Manager provide that the Investment Manager has authority to make decisions on behalf of the ACD on a discretionary basis in respect of day to day investment management of the Scheme Property including authority to place purchase orders and sale orders.

6.1.3 Subject to the agreement of the ACD, the Investment Manager may appoint sub-investment advisers to discharge some or all of these duties. The Agreement may be terminated by either party on not less than six months' written notice or earlier upon the happening of certain specified events.

6.1.4 The fees and expenses of the Investment Manager (plus VAT thereon) will be paid by the ACD out of its remuneration under the ACD Agreement.

6.1.5 Copies of the Investment Manager's execution policy and voting policy are available from the ACD on request.

7 **The Auditor**

The Auditors of the Company are Johnston Carmichael LLP whose address is Commerce House, South Street, Elgin, IV30 1JE.

8 **Register of Shareholders/Administrator**

The ACD has not delegated the role of administrator for the Company.

The Register of Shareholders is maintained by the ACD at its office at Orton, Moray, IV32 7QE, and may be inspected at that address during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

9 **Conflicts of interest**

The ACD, the Depositary and the Investment Manager are or may be involved in other financial, investment and professional activities which may, on occasion, cause conflicts of interest with the management of the Company. In addition, the Company may enter into transactions at arm's length with companies in the same group as the ACD.

Transactions may be effected in which the ACD or the Investment Manager has, either directly or indirectly, an interest that may potentially involve a conflict of its obligation to the Company. Where a conflict cannot be avoided, the ACD and Investment Manager will have regard to their fiduciary responsibilities to act in the best interests of the Company and its investors. The ACD and Investment Manager will ensure that investors are treated fairly and that such transactions are effected on terms which are not less favourable to the Company than if the potential conflict had not existed.

The ACD acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of the Company or its shareholders will be prevented. Should any such situations arise the ACD will disclose these to shareholders in the report and accounts or otherwise in another appropriate format.

The Depositary may, from time to time, act as depositary of other companies or funds, and as trustee or custodian of other collective investment schemes.

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

Copies of the ACD's and the Investment Manager's conflict of interest policies are available from the ACD on request.

10 **Buying, selling and switching shares**

The dealing office of the ACD is open from 9.00 am until 5.00 pm on each Business Day to receive requests for the purchase, redemption and switching of shares, which will be effected at prices determined at the next Valuation Point following receipt of such request. Telephone calls may be recorded for training and monitoring purposes. The ACD may also, at its discretion, introduce further methods of dealing in Shares in the future.

11 **Buying Shares**

11.1 **Procedure**

11.1.1

The dealing office of the ACD is normally open from 8.30 a.m. to 5.30 p.m. (London time) on each Business Day to receive requests for the purchase, sale and switching of Shares.

Requests to deal in Shares may be made by sending clear written instructions (or an application form) to the ACD or by telephoning 01343 880 344 (or such other number as published from time to time). The initial purchase must, at the discretion of the ACD, be accompanied by an application form. In addition, the ACD may from time to time make arrangements to allow Shares to be bought or sold on-line or through other communication media (electronic or otherwise).

Where an instruction has been received by telephone, settlement is due within 4 Business Days of the Valuation Point. Purchases made by telephone are subject to risk limits at the ACDs discretion, and the ACD may at its discretion reject or

defer an instruction to purchase Shares until it is in receipt of cleared funds for the purchase (when the purchase of Shares will be placed at the next Valuation Point following receipt of cleared funds). An order for the purchase of Shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application.

The ACD, at its discretion has the right to cancel a purchase deal if settlement is materially overdue (being more than 5 Business Days of receipt of an application form or other instruction) and any loss arising on such cancellation shall be the liability of the applicant. The ACD is not obliged to issue Shares unless it has received cleared funds from an investor.

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

11.1.2 A purchase of Shares in writing or by telephone or any other communication media made available is a legally binding contract. Applications to purchase, once made are, except in the case where cancellation rights are applied, irrevocable. However, subject to its obligations under the OEIC Regulations and FCA Rules, the ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant. Such instructions will only be executed by the ACD once they have been verified and confirmed and the ACD's processing procedure has been satisfactorily completed. Please note that the ACD will not be liable for any losses or lost opportunities which may result from delays or rejections that arise from unclear instructions.

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

11.1.5 Shareholders who have received advice may have a right to cancel their transactions within 14 calendar days of receipt of their contract note. If a shareholder cancels their contract, they will receive a refund of the amount that they invested including the initial charge either in full or less a deduction to reflect any fall in share price since the date of investment. This may result in a loss on the part of shareholders. If shareholders wish to exercise their right to cancel, they should write to the ACD at Orton, Moray, IV32 7QE. Shareholders will not be able to exercise their cancellation rights after 14 calendar days of receipt of their contract note. Shareholders should note that in certain circumstances, there may be a delay in returning their investment.

11.2 **Documentation**

11.2.1 Subject to the prior receipt from the applicant of cleared funds, a contract note giving details of the shares purchased and the price used will be issued to the shareholder (the first named, in the case of joint shareholders) by the end of the next business day following the valuation point by reference to which the purchase price is determined, together with, where appropriate, a notice of the applicant's right to cancel. Settlement is due prior to the despatch to the purchaser of the contract note.

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

11.3 **Minimum subscriptions and holdings**

11.3.1 The minimum initial and subsequent subscription levels, and minimum holdings, for the Company are set out in Appendix 1. The ACD may at its discretion accept subscriptions lower than the minimum amount.

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

11.4 **In Specie Issue**

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

11.5 **Market Timing**

The ACD may refuse to accept a new subscription in the Company or a switch from another Share Class if, in the opinion of the ACD, it has reasonable grounds for refusing to accept a subscription or a switch from them. In particular, the ACD may exercise this discretion if it believes the Shareholder has been or intends to engage in market timing. For these purposes, market timing activities include investment techniques which involve short term trading in and out of shares generally to take advantage of variation in the price of Shares between the daily valuation points in the Company. Short term trading of this nature may often be detrimental to long term shareholders, in particular, the frequency of dealing may lead to additional dealing costs which can affect long term performance.

12 **Selling Shares**

12.1 **Procedure**

12.1.1 Every shareholder has the right to require that the Company redeem his shares on any Dealing Day unless the value of shares which a shareholder wishes to redeem will mean that the shareholder will hold shares with a value less than the required minimum holding, in which case the shareholder may be required to redeem his entire holding.

Requests to redeem Shares may be made in writing to the ACD at Orton, Moray, IV32 7QE. The ACD may also, at its discretion and by prior agreement, accept instructions to redeem shares from FCA regulated entities by telephone on 01343 880344. The ACD may accept requests to sell or transfer Shares by electronic communication at its discretion. Any request initially made by telephone will require to be made formally in writing.

12.2 **Documents the seller will receive:**

12.2.1 A contract note giving details of the number and price of Shares sold will be sent to the selling shareholder (or the first named Shareholder, in the case of joint shareholders) or their duly authorised agents together with (if sufficient written instructions have not already been given) a form of renunciation for completion and execution by the shareholder (or, in the case of a joint holding, by all the joint holders) not later than the end of the next business day following the later of the request to redeem Shares or the Valuation Point by reference to which the price is determined. Payment will normally be made to the first named Shareholder (at their risk), or at the ACD's discretion, via bank transfer in accordance with any instruction received (the ACD may recover any bank charge levied on such transfers), telegraphic transfer or CHAPS in satisfaction of the redemption monies. Instructions to make payments to third parties (other than intermediaries associated with the redemption) will not normally be accepted. Such payment will be made within four Business Days of the later of:

12.2.2 receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed by all the relevant shareholders and completed as to the appropriate number of shares, together with any other documentation and appropriate evidence of title, any required anti-money laundering related documentation; and

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

12.3 **Minimum redemption**

Part of a Shareholder's holding may be sold but the ACD reserves the right to refuse a redemption request if the value of the Shares of the Company to be redeemed is less than any minimum redemption amount set out in Appendix 1 or would result in a Shareholder holding less than the minimum holding for the Company, as detailed in Appendix 1.

12.4 **In Specie Redemptions**

If a Shareholder requests the redemption or cancellation of Shares, the ACD may, if it considers the deal substantial in relation to the total size of the Company or in some way detrimental to the Company, arrange for Scheme Property having the appropriate value to be transferred to the Shareholder (an 'in specie transfer'), in place of payment for the Shares in cash. Before the redemption is effected, the ACD will give written notice to the Shareholder of the intention to make an in specie transfer. The Scheme Property to be transferred (or, if agreed by the ACD and properly authorised by the Shareholder, the proceeds of sale of such Scheme Property) is subject to stamp duty reserve tax or stamp duty unless the Scheme Property is transferred pro-rata. A deal involving Shares representing 5% or more in value of the Company will normally be considered substantial, although the ACD may in its discretion agree an in specie redemption with a Shareholder whose Shares represent less than 5% in value of the Company.

The Investment Manager will select the property to be transferred (or sold) in consultation with the ACD and Depositary. They must ensure that the selection is made with a view to achieving no greater advantage or disadvantage to the redeeming Shareholder than to continuing Shareholders, and any such redemption as set out above, shall be subject to a retention by the Company from that property (or proceeds) the value (or amount) of any stamp duty reserve tax to be paid on the cancellation of Shares.

In certain circumstances the ACD may, at its discretion, and subject to the FCA Regulations, accept securities in settlement of a purchase of Shares in the Company.

12.5 **Direct issue or cancellation of shares by an ICVC through the ACD**

The ACD will not be obliged to affect direct issue or cancellation of shares in the Company. Shares are issued or cancelled by the ACD making a record of the issue or cancellation and of the number of Shares or each class concerned.

13 **Switching**

13.1 If applicable, a holder of Shares in the company may at any time switch all or some of his Shares of one class (“Old Shares”) for Shares of another class (“New Shares”). The number of New Shares issued will be determined by reference to the respective prices of New Shares and Old Shares at the valuation point applicable at the time the Old Shares are repurchased and the New Shares are issued.

13.2 Telephone switching instructions may be given but Shareholders are required to provide written instructions to the ACD (which, in the case of joint Shareholders, must be signed by all the joint Shareholders) before switching is effected.

If the Company was to have sub-funds please note that under UK tax law a switch of Shares in one sub-fund for Shares in any other sub-fund is treated as a redemption of the Old Shares and a purchase of New Shares and will, for persons subject to taxation, be a realisation of the Old Shares for the purposes of capital gains taxation, which may give rise to a liability to tax, depending upon the Shareholder's circumstances. A conversion of Shares in one class for Shares in another class in relation to the same sub-fund will not normally be treated as a realisation for UK tax purposes.

13.3 The ACD may at its discretion charge a fee on the switching of Shares between classes. These fees are set out in Section 14.3.

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

13.5 The ACD may adjust the number of New Shares to be issued to reflect the imposition of any switching fee together with any other charges or levies in

respect of the issue or sale of the New Shares or repurchase or cancellation of the Old Shares as may be permitted pursuant to the FCA Regulations.

13.6 Please note that, under current tax law, a switch of Shares between different Share classes will not be deemed to be a realisation for the purposes of capital gains taxation.

13.7 A shareholder who switches Share in one class for Shares in any other class will not be given a right by law to withdraw from or cancel the transaction.

14 **Dealing charges**

14.1 **Initial charge**

The ACD may impose a charge on the sale of Shares to investors. The initial charge is payable to the ACD and, at its discretion, is reimbursed to the Company. Full details of the current initial charge for each class of Share are set out in Appendix 1.

14.2 **Redemption charge**

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

14.2.2 The ACD may only introduce a redemption charge on Shares if not less than 60 days before the introduction, it has given notice in writing to the then current Shareholders of that introduction and has revised and made available the Prospectus to reflect the introduction and the date of its commencement.

14.2.3 Any redemption charge (which is deducted from redemption proceeds) is payable by the Shareholder to the Company. The ACD may only introduce or increase a redemption charge in accordance with the OEIC Regulations. Also, if such a charge was introduced in respect of a specific Share Class, it would not apply to Shares issued before the date of the introduction (i.e., those not previously subject to a redemption charge). In the event of a change to the rate or method of calculation of a redemption charge, details of the previous rate or method of calculation will be available from the ACD.

14.3 **Switching fee**

On the switching of Shares the Instrument of Incorporation authorises the Company to impose a switching fee. The fee will not exceed an amount equal to the then prevailing initial charge for the Class into which Shares are being switched. The switching fee is payable to the ACD. Currently no switching charge will be levied.

15 **Other dealing information**

15.1 **Dilution levy**

15.1.1 The basis on which the Company's investments are valued for the purpose of calculating the issue and redemption price of shares as stipulated in the FCA Rules and the Company's Instrument of Incorporation is summarised in Section 21. The actual cost of purchasing or selling investments may be higher or lower

than the mid market value used in calculating the share price - for example, due to dealing charges, or through dealing at prices other than the mid-market price. Under certain circumstances (for example, large volumes of deals) this may have an adverse effect on the Shareholders' interest. In order to prevent this effect, called "dilution", the ACD has the power to charge a "dilution levy" on the sale and/or redemption of shares. A dilution levy is a separate charge of such amount or at such rate as is determined by the ACD to be made for the purpose of reducing the effect of dilution. If charged, the dilution levy will be paid into the Company and will become part of the property of the Company.

15.1.2 The dilution levy for the Company will be calculated by reference to the estimated costs of dealing in the underlying investments of the Company, including any dealing spreads, commission and transfer taxes.

15.1.3 The need to charge a dilution levy will depend on the volume of sales or redemptions. The ACD may charge a discretionary dilution levy on the sale and redemption of Shares if, in its opinion, the existing Shareholders (for sales) or remaining Shareholders (for redemptions) might otherwise be adversely affected, and if charging a dilution levy is, so far as practicable, fair to all Shareholders and potential Shareholders. In particular, the dilution levy may be charged in the following circumstances:

15.1.3.1 where over a dealing period the Company has experienced a large level of net sales or redemptions relative to its size;

15.1.3.2 on "large deals" defined for these purposes as a deal the value of which equals or exceeds 5% of the Net Asset Value of the Company;

15.1.3.3 where the ACD considers it necessary to protect the interests of the Shareholders of the Company.

15.1.4 It is not possible to predict accurately whether dilution would occur at any point in time. If a dilution levy is required then, based on future projections the estimated rate or amount of such levy will be 0.1% on liquidations and 0.36% on creations, however the ACD does not expect to charge a dilution levy frequently. Where a dilution levy is not charged, the cost of purchasing or selling investments ensuing from Shareholder dealing will be borne by the Company which may otherwise constrain the future growth of that Company. It should be noted that, as dilution is directly related to the inflows and outflows of monies from the Company, it is not possible to predict accurately the exact amount of such a charge in advance on a particular transaction.

15.1.5 The ACD may alter its current dilution policy either by Shareholder consent pursuant to the passing of a resolution to that effect at a properly convened meeting of Shareholders and by amending this Prospectus or by giving Shareholders notice and amending the Prospectus 60 days before the change to the dilution policy is to take effect.

16 Money laundering

As a result of legislation in force in the UK to prevent money laundering, the ACD is responsible for compliance with anti-money laundering regulations. In order to implement

these regulations, in certain circumstances investors may be asked to provide proof of identity when buying or redeeming Shares. This may involve an electronic check of information. Until satisfactory proof of identity is provided, the ACD reserves the right to refuse to issue Shares, pay the proceeds of a redemption of Shares, or pay income on Shares to the investor. In the case of a purchase of Shares where the applicant is not willing or is unable to provide the information requested within a reasonable period, the ACD also reserves the right to sell the Shares purchased and return the proceeds to the account from which the subscription was made. These proceeds may be less than the original investment. The ACD can use credit reference agencies (who will record that an enquiry has been made) and/or may check electronic databases. In the case of bodies corporate, trusts and other legal arrangements, it is also required to establish the identity of any trustees or other controllers who have greater than 25% control of the body corporate or property of the trust that are not named on the application. In addition, it is also required to establish the identity of any individuals who have a specified beneficial interest in the Shares. In the case of individuals it is required to establish the identity of any individuals who have a specified beneficial interest in the Shares that are not named on the application. The applicant retains legal title to the Shares and instructions will only be accepted from the applicant. The beneficial owner details are required for anti-money laundering purposes only. The ACD reserves the right to refuse any application to invest without providing any justification for doing so.

17 **Restrictions and compulsory transfer, conversion and redemption**

17.1 The ACD may from time to time take such action and/or impose such restrictions as it may think necessary for the purpose of ensuring that no Shares are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in the Company incurring any liability to taxation which the Company is not able to recoup itself or otherwise suffering (in the ACD's absolute discretion) any other adverse consequence. In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, redemption, transfer or switching of Shares or require the conversion of shares in one class to another class.

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

17.2.1 are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or

17.2.2 would result in the Company incurring any liability to taxation which the Company would not be able to recoup itself or suffering any other sanction, penalty, burden or other disadvantage (whether pecuniary, administrative or operational) which the company (including its Shareholders) or its delegates might not otherwise have incurred or suffered (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory); or

17.2.3 are held in any manner by virtue of which the Shareholder or Shareholders in question is/are not qualified to hold such Shares or if it reasonably believes this to be the case or the holding of such shares might cause the Company or its shareholders a pecuniary or administrative disadvantage or other adverse consequence which the Company might not otherwise incur or suffer;

the ACD may give notice to the Shareholder(s) of the affected Shares requiring the transfer of such Shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption or conversion of such Shares in accordance with COLL. If any Shareholder upon whom such a notice is served does not within 30 days after the date of such notice transfer his affected Shares to a person qualified to own them or submit a written request for their redemption to the ACD or establish to the satisfaction of the ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected Shares, he shall be deemed upon the expiry of that 30 day period to have given a request in writing for the redemption or cancellation or conversion (at the discretion of the ACD) of all the affected Shares.

18 **Suspension of dealings in the Company**

- 18.1 The ACD may, with the agreement of the Depository, and must if the Depository so requires, temporarily suspend the issue, cancellation, sale and redemption of shares in the Company, if due to exceptional circumstances it is in the interest of all the shareholders. On suspension of dealings, the ACD or the Depository if it has required the ACD to suspend dealing, must immediately inform the FCA of the suspension and state the reasons for the action taken. The suspension will only be permitted to continue for as long as it is justified having regard to the interests of the shareholders. The ACD and the Depository must formally review the suspension at least every 28 days and inform the FCA of the result of this review with a view to ending the suspension as soon as practicable after the exceptional circumstances have ceased.
- 18.2 The circumstances under which suspension of dealing may occur include, for example, those where the ACD or the Company cannot reasonably ascertain the value of the assets or realise assets of the Company, or the closure or suspension of dealing on a relevant exchange.
- 18.3 The ACD will notify all shareholders of the suspension in writing as soon as practicable and will publish details on its website or other general means to keep shareholders appropriately informed about the suspension, including its likely duration.
- 18.4 During the suspension none of the obligations in COLL 6.2 (Dealing) will apply but the ACD will comply with as much of COLL 6.3 (Valuation and Pricing) during the period of suspension as is practicable in light of the suspension.
- 18.5 The ACD may agree during the suspension to deal in Shares in which case all deals accepted during and outstanding prior to the suspension will be undertaken at a price calculated at the first Valuation Point after the restart of dealings in Shares. On a resumption of dealings following suspension, the calculation of Share prices and dealing will take place at the Dealing Day and times stated in this prospectus.
- 18.6 Re-calculation of the share price for the purpose of sales and purchases will commence on the next relevant valuation point following the ending of the suspension.

19 **Governing law**

All deals in Shares are governed by English law.

20 **Valuation of the Company**

20.1 There is only a single price for any Share as determined from time to time by reference to a particular valuation point. The price of a Share in the Company is calculated by reference to the Net Asset Value of the Company to which it relates. The Net Asset Value per Share is calculated at 12 noon on each Dealing Day.

20.2 The ACD may at any time during a Business Day carry out an additional valuation if the ACD considers it desirable to do so.

21 **Calculation of the Net Asset Value**

21.1 The value of the Scheme Property of the Company shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

21.2 All the Scheme Property (including receivables) of the Company is to be included, subject to the following provisions.

21.3 Scheme Property which is not cash (or other assets dealt with in Section 21.4) or a contingent liability transaction shall be valued as follows:

21.3.1 units or shares in a collective investment scheme:

21.3.1.1 if a single price for buying and selling units is quoted, at the most recent such price; or

21.3.1.2 if separate buying or selling prices are quoted, at the average of the two prices after deducting any initial charge included in the buying price and any exit or redemption charge included in the selling price; or

21.3.1.3 if no price or no recent price exists, at a price which in the opinion of the ACD is fair and reasonable;

21.3.2 any other transferable security:

21.3.2.1 if a single price for buying and selling the security is quoted, at that price; or

21.3.2.2 if separate buying and selling prices are quoted, the average of those two prices; or

21.3.2.3 if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no price exists, at a value which in the opinion of the ACD reflects a fair and reasonable price for that investment;

21.3.3 property other than that described in 21.3.1 and 21.3.2 above:

- 21.3.3.1 at a value which, in the opinion of the ACD, represents a fair and reasonable mid-market price.
- 21.4 Cash and amounts held in current and deposit accounts and in other time-related deposits shall be valued at their nominal values.
- 21.5 Property which is a contingent liability transaction shall be treated as follows:
- 21.5.1 if it is a written option the value of the option will be calculated net of any premium for writing the option that has been received by the Company and is already comprised in the Scheme Property.
- 21.5.2 if it is an off-exchange future, it will be included at the net value of closing out in accordance with a valuation method agreed between the ACD and the Depositary;
- 21.5.3 if the property is an off-exchange derivative, it will be included using a valuation method agreed between the ACD and Depositary;
- 21.5.4 if it is any other form of contingent liability transaction, it will be included at the net value of margin on closing out (whether as a positive or negative value).
- 21.6 In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
- 21.7 Subject to Sections 21.8 and 21.9 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the ACD, their omission will not materially affect the final net asset amount.
- 21.8 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under Section 21.7.
- 21.9 All agreements are to be included under Section 21.7 which are, or ought reasonably to have been, known to the person valuing the Scheme Property
- 21.10 An estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax and value added tax will be deducted.
- 21.11 An estimated amount for any liabilities payable out of the Scheme Property and any tax thereon treating periodic items as accruing from day to day will be deducted.
- 21.12 The principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings will be deducted.
- 21.13 An estimated amount for accrued claims for tax of whatever nature which may be recoverable will be added.

- 21.14 Any other credits or amounts due to be paid into the Scheme Property will be added.
- 21.15 A sum representing any interest or any income accrued due or deemed to have accrued but not received and any SDRT provision anticipated will be added.
- 21.16 Currency or values in currencies other than the base currency shall be converted at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholder or potential Shareholders.

22 **Price per Share in each class**

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

Each allocation of income made in respect of the Company at a time when more than one Class is in issue in respect of the Company shall be done by reference to the relevant Shareholder's proportionate interest in the income property of the Company in question calculated in accordance with the Instrument of Incorporation.

The ACD will make use of the revised 'delivery versus payment' (DvP) exemption as set out in the FCA Rules, which provides for a one Business Day window during which money held for the purposes of settling a transaction in shares is not treated as 'client money'. Specifically, under the DvP exemption, money received by the ACD from an investor, or money due to be paid to an investor by the ACD, need not be treated as client money if: (i) the ACD receives the money from an investor for the subscription of shares and the money is passed to the Depositary for the purpose of creating shares in the Company by close of business on the Business Day following receipt of money from the investor; or (ii) the ACD holds the money in the course of redeeming shares provided that the proceeds of that redemption are paid to an investor by close of business on the Business Day following receipt from the Depositary.

Accordingly under the exemption when investors are buying Shares the ACD will protect investor money in a client money account if it does not pass the investor's money onto the Depositary by the close of the Business Day following receipt. Similarly when Shareholders sell shares in the ICVC, the ACD will protect their money in a client money account if it does not pass their money to them by the close of the Business Day following receipt from the Depositary.

23 **Pricing basis**

The Company deals on a forward pricing basis. A forward price is the price calculated at the next valuation point after the sale or redemption is deemed to be accepted by the ACD. Shares in the Company are single priced.

Publication of prices

The prices of all Shares are published on the ACD's website (www.valu-trac.com). The prices of Shares may also be obtained by calling 01343 880 344 during the ACD's normal business hours.

As the ACD deals on a forward pricing basis, the price which appears in these sources will not necessarily be the same as the one at which investors can currently deal. The ACD may also, at its sole discretion, decide to publish certain Share prices in other third party websites or publications but the ACD does not accept responsibility for the accuracy of the prices published in, or for the non-publication of prices by, these sources for reasons beyond the control of the ACD.

Risk factors

25.1 Potential investors should consider the following risk factors before investing in the Company.

General risks

The price of shares of the Company and any income from them may fall as well as rise and investors may not get back the full amount invested. Past performance is not a guide to future performance. There is no assurance that the investment objective of the Company will actually be achieved. The following statements are intended to summarise some of the risks, but are not exhaustive, nor do they offer advice on the suitability of investments.

Effect of initial charge or redemption charge

Where an initial charge or redemption charge is imposed, an investor who realises his Shares may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested. In particular, where a redemption charge is payable, investors should note that the percentage rate at which the redemption charge is calculated is based on the market value rather than the initial value of the Shares. If the market value of the Shares has increased the redemption charge will show a corresponding increase.

The Shares therefore should be viewed as medium to long term investments.

Dilution

The Company may suffer a reduction in the value of its Scheme Property due to dealing costs incurred when buying and selling investments. To offset this dilution effect the ACD may require the payment of a dilution levy in addition to the price of Shares when bought or as a deduction when sold.

Equities risk

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

25.6 **Warrants risk**

Where investments are in warrants, the price per share of the Company may fluctuate more than if the Company was invested in the underlying securities because of the greater volatility of the warrant price.

25.7 **Suspension of dealings in Shares**

Investors are reminded that in certain circumstances their right to redeem Shares (including a redemption by way of switching) may be suspended.

25.8 **Bonds and debt instruments (Including high yielding securities) risk**

Where investments are in bonds or other debt instruments, the value of those investments will depend on market interest rates, the credit quality of the issuer and liquidity considerations. If interest rates go up, the value of the capital may fall, and vice versa. Inflation will also decrease the real value of capital. Investments in high yielding debt instruments where the level of income may be relatively high (compared to investment grade debt instruments); however the risk of depreciation and realisation of capital losses on such debt instruments held will be significantly higher than on lower yielding debt instruments.

25.9 **Lower rated/unrated securities risk**

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

25.10 **Collective investment scheme risk**

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

25.11 **Risk to capital**

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

25.12 **Futures and options risk**

The Company may use, under certain conditions, options and futures on indices and interest rates, for the purposes of efficient portfolio management. Also, the Company may hedge market and currency risks using futures,

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

There is no guarantee that the Company will achieve the objective for which it entered into a transaction in relation to Efficient Portfolio Management. This may result in losses for investors.

The Company will be subject to the risk of the inability of any counterparty to perform its obligations. If a counterparty defaults the Company may suffer losses as a result.

25.13 **Foreign currency risk**

The Company may invest in securities denominated in a number of different currencies other than sterling in which the Company is denominated. Changes in foreign currency exchange rates may adversely affect the value of the Company's investments and the income thereon.

25.14 **Pricing and valuation risk**

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

25.15 **Emerging countries and developing markets risk**

The Company may invest in emerging markets which are undergoing rapid growth and regulatory change. Emerging markets present additional risks to those normally encountered in developed securities markets. These risks may be political, social and economic in nature and may be complicated by inflationary pressures and currency depreciation. The accounting and financial reporting standards, practices and disclosure requirements in some of the countries in which investments may be made may differ from those experienced in more developed markets. Similarly, reliability of the trading and settlement systems in such markets and the liquidity of these markets may not be equal to those

available in more developed markets and this could lead to delays in settlement or affect the price at which investments could be realised. Government influence or control of private companies in some countries may be significant and investments may be exposed to the risks of political change, political uncertainty or governmental action. Such assets could be expropriated, nationalised, confiscated or subjected to changes in legislation relating to foreign ownership. The value of investments in emerging markets may therefore be adversely affected by political and/or economic conditions, which would, in turn, adversely impact on the performance of the Company and its share price.

25.16 Smaller and unquoted companies risk

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

25.17 Credit risk

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

25.18 Liquidity risk

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

25.19 Settlement risk

All security investments are transacted through brokers who have been approved by the Investment Manager as an acceptable counterparty. The list of approved brokers is reviewed regularly. There is a risk of loss if a counterparty fails to perform its financial or other obligations to the Company, for example, the

possibility that a counterparty may default, by failing to make payments due, or make payments in a timely manner. If settlement never occurs the loss incurred by the Company will be the difference between the price of the original contract and the price of the replacement contract, or, in the case where the contract is not replaced the absolute value of the contract at the time it is voided. Furthermore, in some markets ‘Delivery versus Payment’ may not be possible in which case the absolute value of the contract is at risk if the Company meets its settlement obligations but the counterparty fails before meeting its obligations.

25.20 **Custody risk**

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

The Company may invest in markets where custodial and/or settlement systems are not fully developed. The assets of the Company that are traded in such markets and which have been entrusted to such sub-custodians may be exposed to risk in circumstances where the custodian will have no liability.

25.21 **Tax risk**

Tax laws, currently in place, may change in the future which could affect the value of the Company's and therefore the shareholders' investments. Refer to the section headed ‘Taxation’ in the prospectus for further details about the taxation of the Company.

25.22 **Inflation risk**

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

25.23 **Legal and regulatory risks**

Legal and regulatory (including taxation) changes could adversely affect the Company. Regulation (including taxation) of investment vehicles such as the Company is subject to change. The effect of any future legal or regulatory (including taxation) change on the Company is impossible to predict, but could be substantial and have adverse consequences on the rights and returns of Shareholders.

25.24 **Political and/or environmental risk**

The investee companies may operate in countries where the ownership rights may be uncertain and development of the resources themselves may be subject to

disruption due to factors including civil disturbances, industrial action, interruption of power supplies, as well as adverse climatic conditions. For example, assets could be compulsorily re-acquired without adequate compensation.

Events and evolving conditions in certain economies or markets may alter the risks associated with investments in countries or regions that historically were perceived as comparatively stable becoming riskier and more volatile. These risks are magnified in countries in emerging markets.

25.25 **Market risk**

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

25.26 **Liabilities of the Company**

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

25.27 **Cyber security risk**

As the use of technology has become more prevalent in the course of business, funds have become more susceptible to operational and financial risks associated with cyber security, including: theft, loss, misuse, improper release, corruption and destruction of, or unauthorised access to, confidential or highly restricted data relating to the company and the Shareholders and compromises or failures to systems, networks, devices and applications relating to the operations of the Company and its service providers. Cyber security risks may result in financial losses to the Company and the Shareholders; the inability of the Company to transact business with the Shareholders; delays or mistakes in the calculation of the Net Asset Value or other materials provided to Shareholders; the inability to process transactions with Shareholders or the parties; violations of privacy and other laws; regulatory fines, penalties and reputational damage; and compliance and remediation costs, legal fees and other expenses. The Company's service providers (including but not limited to the ACD and the Depositary and their agents), financial intermediaries, companies in which the Company invests and parties with which the Company engages in portfolio or other transactions also may be adversely impacted by cyber security risks in their own business, which could result in losses to a Fund or the Shareholders. While measures have been developed which are designed to reduce the risks associated with cyber security, there is no guarantee that those measures will be effective, particularly since the Company does not directly control the cyber security defences or plans of its service providers, financial intermediaries and companies in which it invests or with which it does business.

25.28 **Risk management**

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

25.28.1.1 the quantitative limits applying in the risk management of the Company;

25.28.1.2 the methods used in relation to 25.23.1.1; and

25.28.1.3 any recent developments of the risk and yields of the main categories of investment in the Company.

25.29 **Risks associated with the UK leaving the European Union ("Brexit")**

In a referendum held on 23 June 2016, the UK voted to leave the European Union (informally known as "Brexit"). The formal process of implementing this decision exists in Article 50 of the Lisbon Treaty.

The political, economic and legal consequences of the referendum vote are not yet known. It is possible investments in the UK may be more difficult to value, to assess for suitability or risk, harder to buy or sell or subject to greater or more frequent rises and falls in value.

In the longer term, there is likely to be a period of uncertainty as the UK seeks to negotiate its exit from the European Union. The UK's laws and regulations concerning funds may in future diverge from those of the European Union. This may lead to changes in the operation of the Company or the rights of investors or the territories in which the Shares of the Company may be promoted and sold.

25.30 **Typical investors**

25.30.1 The expected profile of a typical investor in the Company is described in Appendix 1.

26 **Fees and expenses**

26.1 **General**

26.1.1 The Company may pay out of the property of the Company charges and expenses incurred by the Company, which will include the following expenses:

26.1.1.1 the fees and expenses payable to the ACD (which will include the fees and expenses payable to the Investment Manager) the Registrar and to the Depositary;

26.1.1.2 broker's commission, fiscal charges (including stamp duty and/or stamp duty reserve tax) and other disbursements which are necessarily incurred in effecting transactions for the Company and normally shown in contract notes, confirmation notes and difference accounts as appropriate;

26.1.1.3 any costs incurred in or about the listing of Shares in the Company on any Stock Exchange, and the creation, conversion and cancellation of Shares;

26.1.1.4 any costs incurred by the Company in publishing the price of the Shares in a national or other newspaper;

26.1.1.5 any costs incurred in producing and dispatching any payments made by the Company, or the yearly and half-yearly reports of the Company;

- 26.1.1.6 any costs incurred in producing and dispatching any payments made by the Company, or the yearly, half-yearly and monthly reports of the Company;
- 26.1.1.7 any fees, expenses or disbursements of any legal or other professional adviser of the Company;
- 26.1.1.8 any costs incurred in taking out and maintaining any insurance policy in relation to the Company;
- 26.1.1.9 any costs incurred in respect of meetings of Shareholders convened for any purpose including those convened on a requisition by Shareholders not including the ACD or an associate of the ACD;
- 26.1.1.10 liabilities on amalgamation or reconstruction including certain liabilities arising after transfer of property to the Company in consideration for the issue of Shares as more fully detailed in the FCA Rules;
- 26.1.1.11 interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 26.1.1.12 taxation and duties payable in respect of the property of the Company or the issue or redemption of Shares;
- 26.1.1.13 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 26.1.1.14 the fees of the FCA under the Fees Manual of the FCA Rules, together with any corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which Shares in the Company are or may be marketed;
- 26.1.1.15 the Depository's expenses, as detailed in Section 29 below;
- 26.1.1.16 any expense incurred in relation to company secretarial duties including the cost of maintenance of minute books and other documentation required to be maintained by the Company;
- 26.1.1.17 any payments otherwise due by virtue of the FCA Regulations; and
- 26.1.1.18 any value added or similar tax relating to any charge or expense set out herein.

26.2 Value Added Tax is payable on these charges where appropriate.

26.2.1 Expenses are allocated between income and capital in accordance with the FCA regulations and the OEIC Regulations and as specified in Appendix 1. Where expenses are allocated to income, but at the end of the accounting period there is insufficient income, the shortfall may be allocated to capital in accordance with

the FCA Regulations and the OEIC Regulations. If deductions are made from capital this can result in capital erosion and constrain capital growth.

27 **Charges payable to the ACD**

27.1 In payment for carrying out its duties and responsibilities the ACD is entitled to take out of the Scheme Property an annual management charge.

27.2 The annual management charge accrues on every Dealing Day and is payable on the last Business Day of the month or as soon thereafter as possible. The annual management charge is calculated by reference to the mid market value of the Company on the last Business Day of the preceding month. The current management charges (expressed as a fixed fee together with a percentage per annum of the Net Asset Value) are set out in Appendix 1. The fixed element of this fee shall be increased annually on 1 April in line with the rate of inflation (calculated in accordance with the Consumer Price Index).

27.3 The ACD is also entitled to reimbursement of all reasonable, properly vouched, out of pocket expenses incurred in the performance of its duties, including stamp duty and SDRT on transactions in Shares.

27.4 The ACD may not introduce a new category of remuneration for its services without obtaining prior approval of Shareholders by way of extraordinary resolution, and the ACD may only increase the current rate or amount of its remuneration payable out of the Scheme Property of the Company or the initial charge if, not less than 60 days before the increase, the ACD gives notice in writing of the increase and the date of its commencement to all Shareholders and has revised and made available the Prospectus to reflect the new rate and the date of its commencement.

27.5 In order to increase its annual management charge, the ACD will need to assess whether such an increase would be a fundamental event requiring Shareholder consent (in which case an Extraordinary General Meeting would be required) or a significant event requiring Shareholders to be notified of the change 60 days in advance.

28 **Investment Manager's fees**

The Investment Manager's fees and expenses (plus VAT thereon) are paid by the ACD out of its remuneration under the ACD Agreement.

29 **Depositary's Fee and expenses**

The Depositary receives for its own account a periodic fee which will accrue and is due monthly on the last Valuation Point in each calendar month in respect of that day and the period since the last Valuation Point in the preceding month and is payable within seven days after the last Valuation Point in each month. The fee is calculated by reference to the value of the Company on the last Valuation Point of the preceding month. The rate of the periodic fee shall be as agreed between the ACD and the Depositary from time to time and is currently based on the value of the Company:

- Up to £25million – 4 bps per annum
- £25 million to £50 million – 3.75 bps per annum

- £50 million to £100 million – 3.5 bps per annum
- thereafter – 3 bps per annum

(plus VAT) subject to a minimum of £15,000 (plus VAT) per annum.

This fee may be reduced in respect of any Sub-fund with the agreement of the Depositary and ACD.

These rates can be varied from time to time in accordance with the OEIC Regulations and the FCA Rules.

29.1

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

Item	Range
Transaction Charges	Between £0 and £40 per transaction
Custody Charges	Between 0.0% and 0.12%

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

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

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

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

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

Any of the Depositary's fees, charges and expenses described above may be payable to any person (including the ACD or any associate or nominee of the Depositary or of the ACD) who has had the relevant duty delegated to it by the Depositary pursuant to the FCA Rules.

30 **Shareholder meetings and voting rights**

30.1 **Annual general meeting**

The Company has elected not to hold an annual general meeting in each year.

30.2 **Requisitions of meetings**

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

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

30.3 **Notice of quorum**

Shareholders will receive at least 14 days' notice of a Shareholders' meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy. The quorum for an Adjourned Meeting is one Shareholder present in person or by proxy. Notices of Meetings and Adjourned Meetings will be sent to Shareholders at their registered addresses.

30.4 **Voting rights**

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

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

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

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

30.4.5 The ACD may not be counted in the quorum for a meeting and neither the ACD nor any associate (as defined in the FCA Rules) of the ACD is entitled to vote at any meeting of the Company except in respect of Shares which the ACD or associate holds on behalf of or jointly with a person who, if the registered Shareholder, would be entitled to vote and from whom the ACD or associate has received voting instructions.

30.4.6 “Relevant Shareholders” in this context means holders of Shares on the date seven days before the notice of the relevant meeting was deemed to have been served but excludes holders who are known to the ACD not to be Shareholders at the time of the meeting.

31 **Class Meetings**

The above provisions, unless the context otherwise requires, apply to Share Class meetings as they apply to general meetings of Shareholders.

31.1 **Variation of Class rights**

The rights attached to a class may not be varied without the sanction of a resolution passed at a meeting of Shareholders of that Share Class by a seventy-five per cent majority of those votes validly cast for and against such resolution.

31.2 **Mandatory redemption and cancellation**

A mandatory redemption may be required where a sale results in a holding falling below the required minimum holding. Cancellation may be required in the event of non payment by the investor or in the case of an inability to provide money laundering documentation supporting an application.

32 **Taxation**

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

32.1 **Stamp duty reserve tax ("SDRT")**

The charging of SDRT (at a rate of 0.5%) on the redemption of shares has now been abolished except from in relation to non-pro rata in specie redemptions.

The current policy is that all SDRT costs (if applicable) will be paid out of the Company's Scheme Property and charged to capital and that SDRT will not be recovered from individual Shareholders. However, the ACD reserves the right to require individual Shareholders to pay SDRT whenever it considers that the circumstances have arisen which make such imposition fair to all Shareholders or potential Shareholders. Deductions of any such costs from capital may erode or constrain capital growth.

32.2

Company

The Company will be treated as a separate entity for United Kingdom tax purposes.

The Company is generally exempt from United Kingdom tax on capital gains realised on the disposal of its investments. However, any gains realised on holdings in non-reporting offshore funds will incur a tax charge on disposal.

Any dividend distribution received by the Company will not normally be charged to corporation tax provided that it falls within one of the exempt classes set out in the relevant legislation. The Company will be subject to corporation tax on most other types of income but after deducting allowable management expenses and the gross amount of any interest distributions. Where the Company suffers foreign tax on income received, this will normally be an irrecoverable tax expense.

The Company will make dividend distributions except where more than a certain percentage of its property has been invested throughout the distribution period in interest-paying investments, in which case it will make interest distributions.

32.3

Shareholders

32.3.1

Income distributions

Any income distribution made by the Company will be treated as if it were a dividend from a UK company. No deduction of UK income tax is made from a dividend distribution. From 6 April 2016, the tax credit on dividends paid by UK companies will be removed. .

Corporate Shareholders within the charge to UK corporation tax receive this income distribution as franked investment income to the extent that the distribution relates to underlying franked investment income (before deduction of expenses, but net of UK corporation tax) for the period in respect of which the distribution is made. Any part of the distribution which is not received as franked investment income is deemed to be an annual payment from which income tax at the rate of 20% has been deducted. Any repayment of the tax deemed to have been deducted is restricted by reference to the Shareholder's proportion of the Company's UK corporation tax liability for the period.

32.3.2

Capital gains

Shareholders who are resident in the UK for tax purposes may be liable to capital gains tax or, where the Shareholder is a company, corporation tax in respect of gains arising from the sale, exchange or other disposal of Shares (including Switches between any sub-funds but not Switches between Classes in respect of the same sub-fund).

Capital gains made by individual Shareholders on disposals from all chargeable sources of investment will be tax free if the net gain (after deduction of allowable losses) falls within an individual's annual capital gains exemption. For the tax

year 2016/2017, an individual's net chargeable gains are taxed at 10% if the individual's total chargeable gains do not exceed the upper limit of the income tax basic rate band and at 20% if the total exceeds that limit.

Shareholders chargeable to UK corporation tax must include all chargeable gains realised on the disposal of Shares in their taxable profits. The amount chargeable will be reduced by an indexation allowance.

Special provisions apply to a UK corporate Shareholder which invests in a bond fund (see above). Where this is the case, the corporate Shareholder's Shares in the Company are treated for tax purposes as rights under a creditor loan relationship. This means that the increase or decrease in value of the Shares during each accounting period of the corporate Shareholder is treated as a loan relationship credit or debit, as appropriate and constitutes income (as opposed to a capital gain) for tax purposes and, as such, is taxed in the year that it arises.

The amount representing the income equalisation element of the Share price is a return of capital and is not taxable as income in the hands of Shareholders. This amount should be deducted from the cost of Shares in computing any capital gain realised on a subsequent disposal.

32.3.3 *Inheritance tax*

Shareholdings of an individual shareholder may become subject to an inheritance tax liability under the following circumstances. During an individual's lifetime, any transfer of shareholdings at less than market value may be liable. Additionally, transfer following the death of the individual may also be liable. The charge to inheritance tax is not restricted to UK individuals. Reliefs and exemptions may apply to reduce or extinguish any liability to inheritance tax. Investors should seek professional advice if they are unclear on the inheritance tax consequences of investing in the Company.

32.3.4 *Reporting of tax information*

The Company and the ACD are subject to obligations which require them to provide certain information to relevant tax authorities about the Company, investors and payments made to them.

The International Tax Compliance Regulations, SI 2015/878 (which give effect in the UK to amendments made to the EU Directive on Administrative Cooperation, Directive 2011/16/EU, which replace the reporting obligations under the Taxation of Savings Income Directive 2003/48/EC) may require the disclosure to HMRC of details of payments of interest and other income (which may include distributions on redemption payments by collective investment funds) to shareholders who are individuals or residual entities, and HMRC will pass such details to the EU member state where the shareholder resides.

The International Tax Compliance (Crown Dependencies and Gibraltar) Regulations 2014 imposed a separate reporting regime for investors from several of the UK's overseas territories: Jersey, Guernsey, Isle of Man and Gibraltar.

The International Tax Compliance Regulations 2015 give effect to reporting obligations under the OECD's Common Reporting Standard, which replaced the reporting regime for investors from the UK's overseas territories with effect from 1 January 2016 and extends it to investors from other jurisdictions.

The International Tax Compliance Regulations 2015 also give effect to an intergovernmental agreement between the US and the United Kingdom in relation to the US Foreign Account Tax Compliance Act ("FATCA"). FATCA is designed to help the Internal Revenue Service (the "IRS") combat US tax evasion. It requires financial institutions, such as the Fund, to report on US investors or US holdings, whether or not this is relevant. Failure to comply (or be deemed compliant) with these requirements will subject a Fund to US withholding taxes on certain US-sourced income and gains.

Provided the Company complies with its obligations under the International Tax Compliance Regulations 2015 to identify and report US taxpayer information directly to HMRC, it should be deemed compliant with FATCA. HMRC will share such information with the IRS.

Shareholders may be asked to provide additional information to the ACD to enable the Fund to satisfy these obligations. Failure to provide requested information may subject a Shareholder to liability for any resulting US withholding taxes, US tax information reporting and/or mandatory redemption, transfer or other termination of the Shareholder's interest in the Company.

To the extent the Company is subject to withholding tax as a result of:

- a Shareholder failing (or delaying) to provide relevant information to the ACD;
- a Shareholder failing (or delaying) to enter into a direct agreement with the IRS;
- the Company becoming liable under FATCA or any legislation or regulation to account for tax in any jurisdiction in the event that a Shareholder or beneficial owner of a Share receives a distribution, payment or redemption, in respect of their Shares or disposes (or be deemed to have disposed) of part or all of their Shares in any way;

(each a "Chargeable Event"),

the ACD may take any action in relation to a Shareholder's or beneficial owner's holding to ensure that such withholding is economically borne by the relevant Shareholder or beneficial owner, and/or the ACD and/or its delegate or agent shall be entitled to deduct from the payment arising on a Chargeable Event an

amount equal to the appropriate tax. The action by the ACD may also include, but is not limited to, removal of a non-compliant Shareholder from the Company or the ACD or its delegates or agents redeeming or cancelling such number of Shares held by the Shareholder or such beneficial owner as are required to meet the amount of tax. Neither the ACD nor its delegate or agent, will be obliged to make any additional payments to the Shareholder or beneficial owner in respect of such withholding or deduction.

Each investor agrees to indemnify the Company and/or the ACD and its delegates/agents for any loss caused by such investor arising to the Company, a Fund and/or ACD and/or its delegates/agents by reason of them becoming liable to account for tax in any jurisdiction on the happening of a Chargeable Event.

The foregoing statements are based on UK law and HMRC practice as known at the date of this Prospectus and are intended to provide general guidance only. Shareholders and applicants for Shares are recommended to consult their professional advisers if they are in any doubt about their tax position. No liability is accepted by the ACD for such interpretation.

33 **Income equalisation**

33.1 Income equalisation, as explained below, may apply to the Company.

33.2 Part of the purchase price of a Share reflects the relevant Share of accrued income received or to be received by the Company. This capital sum is returned to a Shareholder with the first allocation of income in respect of a Share issued during an accounting period.

33.3 The amount of income equalisation is either (i) the actual amount of income included in the issue price of that Share or (ii) is calculated by dividing the aggregate of the amounts of income included in the price of Shares issued or sold to Shareholders in an annual or interim accounting period by the number of those Shares and applying the resultant average to each of the Shares in question.

33.4 The ACD currently uses the method outlined in (ii) in paragraph 33.3 to apply income equalisation.

34 **Winding up of the Company**

34.1.1 The Company shall not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under COLL 7.4 of the FCA Rules.

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

34.1.3 The Company may be wound up under the FCA Rules:

- 34.1.3.1 if an extraordinary resolution to that effect is passed by Shareholders; or
 - 34.1.3.2 if the period (if any) fixed for the duration of the Company by the Instrument of Incorporation expires, or any event occurs which the Instrument of Incorporation of the Company provides will give rise to the winding up of the Company (for example, if the share capital of the Company is below its prescribed minimum or the Net Asset Value of the Company is less than £1,000,000, or if a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to wind-up the Company); or
 - 34.1.3.3 on the date of effect stated in any agreement by the FCA to a request by the ACD for the revocation of the authorisation order in respect of the Company; or
 - 34.1.3.4 on the effective date of a duly approved scheme of arrangement which is to result in the Company ceasing to hold any Scheme Property.
- 34.1.4 On the occurrence of any of the above:
- 34.1.4.1 COLL 6.2 (Dealing), COLL 6.3 (Valuation and Pricing) and COLL 5 (Investment and Borrowing Powers) of the FCA Rules will cease to apply to the Company or the Shares and Scheme Property;
 - 34.1.4.2 The Company will cease to issue and cancel Shares in the Company and the ACD shall cease to sell or redeem Shares or arrange for the Company to issue or cancel them for the Company;
 - 34.1.4.3 No transfer of a Share shall be registered and no other change to the register shall be made without the sanction of the ACD;
 - 34.1.4.4 Where the Company is being wound up, the Company shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;
 - 34.1.4.5 The corporate status and powers of the Company and, subject to the provisions of Sections 34.1.4.1 and 34.1.4.4 above, the powers of the ACD shall remain until the Company is dissolved.
- 34.1.5 The ACD shall, as soon as practicable after the Company falls to be wound up, realise the assets and meet the liabilities of the Company and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up, arrange for the Depositary to make one or more interim distributions out of the proceeds remaining (if any) to Shareholders proportionately to their rights to participate in the Scheme Property of the Company. When the ACD has caused all of the Scheme Property to be realised and all of the liabilities of the Company to be realised, the ACD shall arrange for the Depositary to also make a final distribution to Shareholders (if any Scheme Property remains to be distributed) on or prior to the date on which the final

account is sent to Shareholders of any balance remaining in proportion to their holdings in the Company.

34.1.6 As soon as reasonably practicable after completion of the winding up of the Company, the ACD shall notify the FCA.

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

34.1.8 Following the completion of the winding up of the Company, the ACD shall notify the Registrar of Companies and shall notify the FCA that it has done so.

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

35 **General information**

35.1 **Accounting periods**

35.1.1 The annual accounting period of the Company ends each year on 31st December (the accounting reference date). The interim accounting period of the Company ends each year on 30th June.

35.2 **Notice to shareholders**

All notices or other documents sent by the ACD to a Shareholder will be sent by normal post (or by email if the Shareholder agrees) to the last address (or email address as appropriate) notified in writing to the Company by the Shareholder.

35.3 **Income allocations**

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

35.3.2 Distributions of income in respect of Income Shares are paid by BACS or telegraphic transfer on or before the annual income allocation date of 28th February and on or before the interim allocation date of 31st August in each year.

35.3.3 The ACD may at its option carry out any authentication procedures that it considers appropriate to verify, confirm or clarify shareholder payment instructions relating to dividend payments. This aims to mitigate the risk of error and fraud for the Company, its agents or Shareholders. Where it has not been possible to complete any authentication procedures to its satisfaction, the ACD and transfer agent may, at its discretion, delay the processing of payment instructions until authentication procedures have been satisfied, to a date later than the envisaged dividend payment date. If the ACD is not satisfied with any verification or confirmation, it may decline to execute the relevant dividend

payment until satisfaction is obtained. Neither the ACD nor the Company shall be held responsible to the Shareholder or anyone if it delays execution or declines to execute dividend payments in these circumstances.

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

35.3.5 If a distribution remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the Company.

35.3.6 The amount available for distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the Company in respect of that period, and deducting the charges and expenses of the Company paid or payable out of income in respect of that accounting period. There will be no smoothing of income allocations during an annual accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the Auditors as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account and any other adjustments which the ACD considers appropriate after consulting the Auditors.

35.3.7 The ACD does not normally adjust distributions in order to smooth the amount of interim and final distributions within any particular accounting period.

35.3.8 Income will be distributed as a dividend payment where the Company is deemed to be an Equity Company or as an interest payment where the Company is deemed to be a Bond Company over the relevant accounting period. The treatment of income anticipated by the ACD is given in Appendix 1, although Shareholders are advised the treatment of income will depend on the composition of assets over the accounting period. Income can only be distributed as an interest payment if the Company has held the minimum Qualifying Investments over the accounting period (see Taxation for further details). Details of the treatment of income for taxation purposes over an accounting period will be given in a tax voucher sent to all Shareholders when the income is allocated.

35.4 **Annual Reports**

Annual reports of the Company will be published within four months of each annual accounting period and half-yearly reports will be published within two months of each interim accounting period. The annual report will be available on request free of charge.

35.5 **Documents of the Company**

35.5.1 The following documents may be inspected free of charge between 9.00 a.m. and 5.00 p.m. every business day at the offices of the ACD at Orton, Moray, IV32 7QE.

35.5.1.1 the most recent annual and half-yearly reports of the Company;

35.5.1.2 the prospectus;

35.5.1.3 the Instrument of Incorporation (and any amending instrument of incorporation); and

35.5.1.4 the material contracts referred to below.

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

35.6 **Material Contracts**

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

35.6.1.1 the ACD Agreement between the Company, and the ACD;

35.6.1.2 the Depositary Agreement between the Company, the Depositary and the ACD: and

35.6.1.3 the Investment Management Agreement between the Investment Manager, the ACD and the Company.

35.6.2 Details of the above contracts are given under sections 4, 5 and 6.

35.7 **Provision of investment advice**

Neither the ACD nor any of its officers, representatives or advisers shall be regarded as giving investment advice and persons requiring such advice should consult a professional financial adviser. All applications for Shares are made solely on the basis of the current prospectus of the Company, and investors should ensure that they have the most up to date version.

35.8 **Past performance**

Past performance figures are set out in Appendix 7. **Past performance should not be seen as an indication of future performance.**

35.9 **Dealing commission**

35.9.1 As part of providing investment management and advisory services, the Investment Manager may from time to time enter into commission sharing arrangements with brokers under which the broker will provide or procure services or other non-monetary benefits which can be reasonably expected to assist in the provision of investment services. The Company makes no direct payment for these services although they are indirectly funded by the Company through the commission the Company pays on trades executed on the Company's behalf. Such non-monetary benefits will only be accepted by the Investment Manager in accordance with the FCA Rules and further details of such benefits are available on request.

35.10 **Telephone recordings**

Please note that the ACD may record telephone calls for training and monitoring purposes and to confirm investors' instructions.

35.11 **Notices**

All notices or other documents sent by the ACD to a Shareholder will be sent by normal post (or by email if the Shareholder agrees) to the last address (or email address as appropriate) notified in writing to the Company by the Shareholder.

35.12 **Complaints**

Complaints may be brought in writing to Valu-Trac Management Limited, Orton, Moray, IV32 7QE or by telephone to 01343 880 344.

In the event that an unsatisfactory response is provided, you can refer your complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Please note that a copy of the ACD's guide to making a complaint is available upon request.

The Financial Services Compensation Scheme (FSCS) offers compensation when an authorised firm is unable to pay claims against it, usually because the firm has gone out of business. The ACD is covered by the Financial Services Compensation Scheme. Investors may be entitled to compensation from the scheme if the ACD cannot meet its obligations. Most types of investment business are covered for 100% of the first £50,000 only. Further information is available from the FSCS by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or via telephone on 0800 1100 or 020 7741 4100.

Investment objectives, policies and other details

Investment of the assets of the Company must comply with the FCA Regulations and the investment objective and policy of the Company. Details of the Company's investment objective and policy are set out overleaf together with other information including available Share Classes, charges, minimum investment levels and distribution dates. A detailed statement of the investment and borrowing restrictions applicable to the Company is contained in Appendix 2. A list of the eligible securities and derivatives markets on which the Company may invest is contained in Appendix 3.

ALLIGATOR FUND ICVC

1. Investment objective and policy

The Company seeks to achieve long term capital growth through investment in a mix of UK and overseas securities, which may include equities, convertibles, money market instruments, deposits, loan stock and other debt securities, warrants and collective investment schemes to the extent that each is permitted by the FCA Regulations.

Derivative and forward transactions may be used by the Company for the purposes of hedging.

Benchmark	The Fund does not have a specific benchmark. However, the performance of the Fund can be assessed by considering whether the objective is achieved (i.e. whether there has been capital growth over the long term (5+ years)).
Classes of Shares available	Net Income Shares Net Accumulation Shares
Currency of denomination	Sterling
Minimum initial investment	£100,000
Minimum subsequent investment	None as long as minimum remains
Minimum withdrawal	None as long as minimum remains
Minimum holding	£100,000
ACD's initial charge	5%
Annual management charge	£21,000* plus 0.65% per annum of the Net Asset Value*
Annual accounting date	31 st December
Interim accounting date	30 th June
Annual income allocation date	28 th February
Interim income allocation date	31 st August
Invest in any Securities Market of a Member State of the EU or states within the EEA on which securities are admitted to Official Listing	Yes
Invest in Eligible Markets	As listed in Appendix 3
Income Equalisation	Yes - Averaging
Charges taken from Income or Capital?	All charges will be taken from income. If at the end of an accounting period there is insufficient income the shortfall may be allocated to capital.
Income to be distributed as a dividend or interest?	The Company may distribute income in the form of a dividend or interest depending on the composition of the assets held over the accounting period.

*The fixed element of the fee shall rise annually in line with the rate of inflation (calculated in accordance with the Consumer Prices Index) on 1 April each year (from April 2019). In the event of negative inflation, the fixed element of the fee will remain unchanged.

2. Investor Profile

Whether an investment in the Company is appropriate for you will depend on your own requirements and attitude to risk. The Company is designed for investors of any category, including retail investors, who:

- Want to achieve capital growth over the longer term through investing in UK and overseas markets using the expertise of the Investment Manager,
- Can meet the minimum investment levels.
- Are able to commit to a long term investment in the Company and take the risk of losing part or all of their investment capital.
- Who understand and are willing to take the risks involved in investing in the Company (as detailed under “Risk Factors”).

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

Target Market for MiFID II:

Type of clients: retail, professional clients and eligible counterparties (subject to the applicable legal and regulatory requirements in the relevant jurisdiction).

Clients' knowledge and experience: investors with at least basic knowledge and experience of funds which are to be managed in accordance with a specific investment objective and policy.

Clients' financial situation with a focus on ability to bear losses: Investors must be prepared to accept fluctuations in the value of capital including capital loss and accept the risks of investing in equity markets, including having the ability to bear 100% capital loss.

Clients' risk tolerance and compatibility of risk/reward profile of the product with the target market: due to the volatility of markets and specific risks of investing in shares in a fund (including those set out in the risk warnings in this Prospectus), investors should have a high risk tolerance. They should be willing to accept price fluctuations in exchange for the opportunity of higher returns.

Clients' objectives and needs: investors should be seeking to invest for the medium to long term who wish to gain access to a portfolio managed in accordance with the specific investment objective and policy of the Company.

Clients who should not invest: shares in the Company are deemed incompatible for investors which:

- are looking for full capital protection or full repayment of the amount invested and clients who want a guaranteed return (whether income or capital)
- are fully risk averse/have no risk tolerance
- need a fully guaranteed income of fully predictable return profile

Distribution channel: This product is eligible for all distribution channels (e.g. investment advice, portfolio management, non-advised sales and pure execution services)

Appendix 2

Investment and Borrowing Powers of the Company

These restrictions apply to the Company.

1 Investment restrictions

1.1 The property of the Company will be invested with the aim of achieving the investment objective of the Company but subject to the limits on investment set out in the FCA Regulations and the Company's investment policy. These limits apply to the Company as summarised below:

1.2 Generally the Company will invest in the instruments to which it is dedicated including approved securities which are transferable securities admitted to or dealt on a regulated market or a market in an EEA State which is regulated, operates regularly and is open to the public, units in collective investment schemes, warrants, money market instruments deposits and derivatives and forward transactions (only for the purposes of hedging).

1.3 Eligible markets are regulated markets or markets established in an EEA State which are regulated, operate regularly and are open to the public; and markets which the ACD, after consultation with the Depositary, has decided are appropriate for the purpose of investment of or dealing in the property of the Company having regard to the relevant criteria in the FCA Regulations and guidance from the FCA. Such markets must operate regularly, be regulated, recognised, open to the public, adequately liquid and have arrangements for unimpeded transmission of income and capital to or to the order of the investors. The eligible securities and derivatives markets for the Company are set out in Appendix 3.

1.4 New eligible securities markets may be added to the existing list only by the passing of a resolution of Shareholders at a Shareholders' meeting, unless the ACD and the Depositary have agreed in writing that the addition is of minimal significance to the investment policy of the Company, or the ACD has, not less than 60 days before the intended change, given notice in writing of the proposed change to the Depositary and Shareholders and has revised the Prospectus to reflect the intended change and the date of its commencement.

2 Transferable securities

2.1 Up to 10% may be invested in transferable securities which are not approved securities.

2.2 Up to 5% may be invested in transferable securities other than Government and public securities and money market instruments issued by any one issuer. However, up to 10% in value may be invested in those securities and instruments (or certificates representing those securities) issued by the same issuer if the value of all such holdings combined does not exceed 40% of the value of the property of the Company. Up to 20% in value of the Scheme Property can consist of transferable securities or money market instruments issued by the same group (being companies included in the same group for the purposes of consolidated accounts as defined in accordance with Directive 83/349/EEC or in the same group in accordance with international accounting standards).

- 2.3 Up to 35% of the Scheme Property of the Company may be invested in Government and public securities issued or guaranteed by any one issuer. Subject to this restriction, there is no limit on the amount of the Scheme Property of the Company which may be invested in Government and public securities or such securities issued by any one issuer or of any one issue.
- 2.4 Notwithstanding the foregoing and except where the investment policy of the Company is inconsistent with this, up to 100% of the Scheme Property may be invested in Government and Public securities issued by or on behalf of or guaranteed by a single named issuer which may be one of the following: the Government of the United Kingdom and Northern Ireland, the governments of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain and Sweden and the governments of Australia, Canada, Japan, New Zealand, Norway, Switzerland and the United States of America.
- 2.5 If more than 35% in value of the Scheme Property is invested in Government and other public securities issued by any one issuer, no more than 30% in value of the Scheme Property may consist of such securities of any one issue and the Scheme Property must include at least six different issues whether of that issuer or another issuer.

3 **Collective investment schemes**

- 3.1 Except where the investment policy of the Company is inconsistent with this, up to 100% in value of the Scheme Property of the Company may be invested in units in other schemes, although not more than 20% in value of the Scheme Property of the Company is to consist of the units of any one collective investment scheme. Investment may be made in another collective investment scheme managed by the ACD or an associate of the ACD in accordance with COLL 5.2.15.
- 3.2 Provided that no more than 30% in value of the Scheme Property is invested in units in collective investment schemes which are not UCITS schemes the Company may invest in a scheme if it is a scheme which (i) satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive¹; (ii) be a recognised scheme under the provisions of section 272 of the Act (individually recognised overseas schemes) that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided the requirements of article 50(1)(e) of the UCITS Directive are met); (iii) is authorised as a non-UCITS retail scheme; (iv) is authorised in another EEA state (provided that, for (iii) and (iv), the requirements of article 19(1)(e) of the UCITS Directive are met) and complies with the rules relating to investment in other group schemes contained in the FCA Regulations; or (v) is authorised by the competent authority of an OECD member country (other than another EEA state) which has a) signed the IOSCO Multilateral Memorandum of Understanding and b) approved the scheme's management company rules and depositary/custody arrangements, provided the requirements of Article 19(1)(e) of the UCITS Directive are met:

¹ Directive 2001/108/EEC of the European Parliament and of the Council of 21 January 2002 amending Council Directive 85/611/EEC on the co-ordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), with regard to investments of UCITS.

and is itself a scheme which has terms which prohibit more than 10% of its assets consisting of units in other collective investment schemes.

If a substantial proportion of the Company's assets are invested in other collective investment schemes, the maximum level of management fees that may be charged by an investee collective investment scheme to the Company concerned will be 3%. If the Company is invested in other collective investment schemes managed or operated by (or in the case of an ICVC, whose authorized corporate director is) the ACD, or an associate of the ACD then there will not be a charge in respect of the investment in or disposal of units in the second scheme.

4 Warrants and nil and partly paid securities

4.1 Up to 5% in value of the Scheme Property of the Company may consist of warrants, provided that warrants may only be held if it is reasonably foreseeable there will be no change to the Scheme Property between the acquisition of the warrant and its exercise and the rights conferred by the proposed warrant and all other warrants forming part of the Scheme Property at the time of the acquisition of the proposed warrant will be exercised and that the exercise of the rights conferred by the warrants will not contravene the FCA Regulations.

4.2 Securities on which any sum is unpaid may be held provided that it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Company at any time when the payment is required without contravening the FCA Regulations.

4.3 A warrant which is an investment falling within article 80 of the Regulated Activities Order (Certificates representing certain securities) and which is akin to an investment falling within article 79 (Instruments giving entitlement to investments) of the Regulated Activities Order may not be included in the Scheme Property unless it is listed on an eligible securities market.

5 Money market instruments

5.1 Up to 100% in value of the Scheme Property of the Company can consist of money market instruments, which are normally dealt in on the money market, are liquid and whose value can be accurately determined at any time provided the money market instrument is listed on or normally dealt on an eligible market; or is issued or guaranteed by one of the following: the government of the United Kingdom and Northern Ireland, the governments of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain and Sweden and the governments of Australia, Canada, Japan, New Zealand, Norway, Switzerland and the United States of America; or issued by a body, any securities of which are dealt in on an eligible market; or issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by Community law or by an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by Community law.

5.2 Notwithstanding the above up to 10% of the Scheme Property of the Company may be invested in money market instruments which do not meet these criteria.

6

Deposits

Can be invested in with no upper limit, but only up to 20% in value of the Scheme Property of the Company can consist of deposits with a single body. The Company may only invest in deposits with an approved bank and which are repayable on demand, or have the right to be withdrawn, and maturing in no more than 12 months.

7

Derivatives and forward transactions

Derivative and forward transactions may be used for the purposes of hedging. In pursuing the Company's objective the ACD may make use of a variety of derivative instruments in accordance with the FCA Regulations. **Where derivatives are used for hedging or in accordance with efficient portfolio management² techniques then this will not compromise the risk profile of the Company. Use of derivatives will not contravene any relevant investment objectives or limits.**

7.1

Except as set out in 7.4 below there is no upper limit on the use of transactions in derivatives or forward transaction for the Company but they must fall under 7.2 and 7.3.

7.2

A transaction in a derivative or forward transaction must:

7.2.1

- (a) if an OTC, be in an approved derivative; or
- (b) be in a future, an option or a contract for differences which must be entered into with a counterparty that is acceptable in accordance with the FCA Regulations, must be on approved terms as to valuation and close out and must be capable of valuation.

7.2.2

have the underlying consisting of any or all of the following to which the Company is dedicated:

- (a) transferable securities;
- (b) permitted money market instruments;
- (c) permitted deposits;
- (d) permitted derivatives;
- (e) permitted collective investment scheme units;
- (f) financial indices;

² Efficient Portfolio Management ("EPM") transactions may involve options, futures or contracts for differences or forward transactions in accordance with the Regulations. There is no limit on the amount of the property of a Scheme which may be used for these purposes, but there are various requirements which must be satisfied. The specific aims of EPM are:

- (a) the reduction of risk - to hedge against either price or currency fluctuation to avoid volatility in the market and limit the down side of the risk;
- (b) the reduction of cost; and
- (c) the generation of additional capital or income for a Scheme at a level of risk which is consistent with the risk profile of the Scheme and the risk diversification rules laid down in the FCA rules.

The transaction must be economically appropriate for the purposes of EPM and any exposure must be fully covered by cash or other property sufficient to meet any obligation to pay or deliver that could arise

- (g) interest rates;
- (h) foreign exchange rates; and
- (i) currencies.

7.2.3 be effected on or under the rules of an eligible derivatives market, it must not cause the Company to diverge from its investment objective, must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, money market instruments, units in collective investment schemes, or derivatives and must be with an approved counterparty.

Use of derivatives must be supported by a risk management process maintained by the ACD which should take account of the investment objective and policy of the Company.

7.3 A transaction in derivatives or forward transaction is to be entered into only if the maximum exposure, in terms of the principal or notional principal created by the transaction to which the scheme is or may be committed by another person is covered under 7.3.1.

7.3.1 Exposure is covered if adequate cover from within the Scheme Property for the Company is available to meet its total exposure, taking into account the initial outlay, the value of the underlying assets, any reasonably foreseeable market movement, counterparty risk, and the time available to liquidate any positions.

7.3.2 Cash not yet received into the scheme property of the Company, but due to be received within one month, is available for cover. Property the subject of a Stock lending transaction is only available for cover if the ACD has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required.

7.3.3 The exposure relating to derivatives held in the Company may not exceed the net value of its Scheme Property.

7.4 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Scheme Property of the Company. This limit is raised to 10% where the counterparty is an approved bank. Counterparty risk exposure can be reduced by the Company receiving collateral from the counterparty. Collateral will be managed in accordance with FCA Regulations and Guidelines issued from time to time by the European Securities and Markets Authority. A Collateral Management Policy will be implemented by the ACD before the Company enters into any transactions which require it to hold collateral from a counterparty.

7.5 The use of derivatives or forwards for the purposes of Hedging or Efficient Portfolio Management will not materially alter the risk profile of the Company. The use of these techniques and instruments will only be employed where the ACD and the Investment Manager consider these to be in line with the best interests of the Company.

8 **Combinations of Investments**

In applying the limits in 2.2, 6 and 7.4 not more than 20% in value of the Scheme Property is to consist of any combination of two or more of the following: (a) transferable securities or money market instruments issued by; or (b) deposits made with; or (c) exposures from OTC derivative transactions made with; a single body.

9 **Concentration**

9.1 The Company must not hold more than:

- 10 % of the transferable securities issued by a body corporate which do not carry rights to vote on any matter at a general meeting of that body; or
- 10% of the debt securities issued by any one issuer; or
- 10% of the money market instruments issued by a single body; or
- 25% of the units in a collective investment scheme.

9.2 The Company may only acquire transferable securities issued by a body corporate carrying rights to vote at a general meeting of that body provided that before the acquisition the aggregate number of such securities held by the Company does not allow it to exercise 20% or more of the votes cast at a general meeting of that body and the acquisition will not give the Company such power.

10 **General**

10.1 Underwriting and sub-underwriting contracts and placings may also, subject to certain conditions set out in the FCA Regulations, be entered into for the account of the Company.

10.2 Cash or near cash must not be retained in the Scheme Property except in order to enable the pursuit of the Company's investment objective; or for redemption of Shares in the Company; or efficient management of the Company in accordance with its investment objective or for a purpose which may reasonably be regarded as ancillary to the investment objective of the Company.

11 **Stock lending**

11.1 The Company may not enter into stock lending transactions.

12 **Borrowing powers**

12.1 The Company may, subject to the FCA Regulations, borrow money from an eligible institution or an approved bank for the use of the Company on the terms that the borrowing is to be repayable out of the Scheme Property.

12.1.1 Borrowing must be on a temporary basis and must not be persistent and in any event must not exceed three months without the prior consent of the Depositary, which may be given only on such conditions as appear appropriate to the Depositary to ensure that the borrowing does not cease to be on a temporary basis.

- 12.1.2 The ACD must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the Scheme Property of the Company.
- 12.2 These borrowing restrictions do not apply to “back to back” borrowing to be cover for transactions in derivatives and forward transactions.

Appendix 3

Part I

Eligible securities and derivatives markets

Eligible markets are regulated markets or markets established in an EEA/EU State which are regulated, operate regularly and are open to the public; and markets which the ACD, after consultation with the Depositary, has decided are appropriate for the purpose of investment of or dealing in the property of the Company having regard to the relevant criteria in the FCA Regulations and guidance from the FCA.

Such markets must operate regularly, be regulated, recognised, open to the public, adequately liquid and have arrangements for unimpeded transmission of income and capital to or to the order of the investors.

New eligible markets may be added to the existing list in accordance with the procedure for amending the prospectus set out in the Regulations.

In addition to the EEA/EU markets referred to above, the Depositary has classified the following securities markets as eligible markets for the Company.

AIM
NYSE MKT LLC
Channel Islands Stock Exchange
CME Group
Chicago Stock Exchange
NASDAQ
NASDAQ OMX PHLX
New York Stock Exchange
SIX Swiss Exchange

Part II

List of Sub-Custodians (as at the date of this Prospectus)

MARKET	SUBCUSTODIAN
Argentina	Citibank N.A.
Australia	HSBC Bank Australia Limited
Austria	UniCredit Bank Austria AG
Bahrain	HSBC Bank Middle East Limited
Bangladesh	Standard Chartered Bank
Belgium	BNPParibas Belgium
Bermuda	HSBC Securities Services
Bosnia & Herzegovina	Hub through UniCredit Bank Austria
Botswana	Standard Chartered Bank Botswana Ltd
Brazil	BNP Paribas Securities Services
Bulgaria	UniCredit Bulbank AD
Canada	Royal Bank of Canada
Chile	Banco de Chile (Citibank N.A.)
China B Shares(Shanghai)	HSBC Bank (China) Company Limited
China B Shares(Shenzhen)	HSBC Bank (China) Company Limited
China A Shares	HSBC Bank (China) Company Limited
Colombia	Cititrust Colombia S.A.

Croatia	UniCredit Bank Austria AG
Cyprus	HSBC Bank plc
Czech Republic	UniCredit Bank Czech Republic and Slovakia, a.s
Denmark	Danske Bank A/S
Egypt	Citibank N.A. Egypt
Estonia	Swedbank
Finland	Nordea Bank AB (publ)
France	Deutsche Bank A.G.
Germany	Deutsche Bank A.G.
Ghana	Standard Chartered Bank Ghana Ltd.
Greece	HSBC Bank Plc Greece
Hong Kong	Standard Chartered Bank (Hong Kong) Limited Hong Kong Connect: Citibank, N.A., Hong Kong Branch
Hungary	UniCredit Bank Hungary Zrt.
Iceland(suspended market)	Islandsbanki hf
ICSD	Euroclear
India	The Hongkong and Shanghai Banking Corporation Limited
Indonesia	Standard Chartered Bank
Ireland	RBC Investor Services Trust
Israel	Citibank N.A. Tel Aviv Branch
Italy	BNP Paribas Securities Services
Japan	Citibank N.A., Tokyo Branch
Jordan	Standard Chartered Bank, Jordan Branch
Kazakhstan	JSC Citibank Kazakhstan
Kenya	Standard Chartered Bank Kenya
Kuwait	HSBC Bank Middle East Limited
Latvia	Swedbank AS
Lithuania	Swedbank AS
Luxembourg	Euroclear Bank
Malaysia	Standard Chartered Bank Malaysia Berhad
Mauritius	The Hongkong and Shanghai Banking Corporation Limited
Mexico	Citibanamex
Morocco	Société Générale Marocaine de Banques
Namibia	Standard Bank of South Africa
Nasdaq Dubai Ltd	HSBC Bank Middle East Limited
Netherlands	BNP Paribas Securities Services
New Zealand	The Hongkong and Shanghai Banking Corporation Limited
Nigeria	Citibank Nigeria Limited
Norway	DNB Bank ASA
Oman	HSBC Bank Oman S.A.O.G.
Pakistan	Deutsche Bank A.G.
Peru	Citibank del Perú S.A.
Philippines	Standard Chartered Bank
Poland	Bank Polska Kasa Opieki S.A.
Portugal	BNP Paribas Securities Services
Qatar	HSBC Bank Middle East Limited
Romania	BRD -Groupe Societe Generale
Russia	Societe Generale, Rosbank
Saudi Arabia	HSBC Saudi Arabia
Serbia	Hub through UniCredit Bank Austria AG
Singapore	DBS Bank Ltd

Slovak Republic	UniCredit Bank Czech Republic and Slovakia, a.s.
Slovenia	Hub through UniCredit Bank Austria AG
South Africa	Société Générale
South Korea	The Hong Kong and Shanghai Banking Corporation Limited
Spain	Banco Inversis S.A.
Sri Lanka	The Hongkong and Shanghai Banking Corporation Limited
Sweden	Skandinaviska Enskilda Banken AB (publ)
Switzerland	Credit Suisse AG
Taiwan	HSBC Bank (Taiwan) Limited
Thailand	Standard Chartered Bank (Thai) Pcl
Tunisia	Societe Generale Securities Service UIB Tunisia
Turkey	Citibank A.S.
UAE -Abu Dhabi	HSBC Bank Middle East Limited
UAE -Dubai	HSBC Bank Middle East Limited
UK	RBC Investor Services Trust
Ukraine	PJSC Citibank
Uruguay	Banco Itaú Uruguay S.A.
USA	The Bank of New York Mellon
Vietnam	HSBC Bank (Vietnam) Ltd
Zambia	Standard Chartered Bank Zambia PLC

Appendix 4

Directory

The Company and Head Office

Alligator Fund ICVC
Level 13 Broadgate Tower
20 Primrose Street
London
EC2A 2EW

Authorised Corporate Director, Administrator and Registrar

Valu-Trac Investment Management Limited
Mains of Orton
Orton
Moray
IV32 7QE

Investment Manager

Whitley Asset Management Ltd
116 Pricedale Road
London
W11 4NH

Depository

NatWest Trustee and Depository Services Limited
Drummond House
1 Redheughs Avenue
Edinburgh
EH12 9RH

Auditors

Johnston Carmichael LLP
Commerce House
South Street
Elgin
IV30 1JE

Appendix 5

Directors of the ACD and their significant business activities not connected with the business of the Company	
R Peter W Millar	Sole proprietor of Valu-Trac Research; sole proprietor of Orton Estate and Orton Farms and Director of Spey Fishing Trust Ltd.
Anne Laing	None
Martin Henderson	None
Douglas Halley	None
Michael Barron	None

Appendix 6

List of Authorised Funds that Valu-Trac Investment Management Limited acts as authorised fund manager or authorised corporate director for

Authorised collective investment schemes of which the ACD is the authorised corporate director			
Name	Place of registration	Registration number	Product Reference
Alligator Fund ICVC	England and Wales	IC000203	407790
Moray Place Investment Company*	Scotland	IC000934	573760
The Beagle Fund*	England and Wales	IC000789	505177
The Discovery Fund	England and Wales	IC000365	413970
The Mulben Investment Funds	England and Wales	IC000816	516628
The Prestney Fund	England and Wales	IC000175	407766
The Teal Fund	England and Wales	IC000257	227831
The VT Cindabella Fund	England and Wales	IC001049	714901
The VT Oxeye Funds**	England and Wales	IC001063	743815
Valu-Trac Investment Funds ICVC	Scotland	IC000953	581955
Valu-Trac Proprietary Funds ICVC*	Scotland	IC000986	605631
VT AJ Bell ICVC	England and Wales	IC001082	769363
VT Cantab Funds ICVC	England and Wales	IC001114	808050
VT Cape Wrath Focus Fund*	England and Wales	IC001061	741524
VT Chelsea Managed ICVC	England and Wales	IC001085	773989
VT Clear Peak Capital ICVC	England and Wales	IC011866	841768

VT Dominion Holdings ICVC*	England and Wales	IC001093	778841
VT Esprit FS ICVC	England and Wales	IC001105	794635
VT Garraway Investment Funds ICVC	England and Wales	IC000935	573884
VT Garraway Investment Fund Series II	England and Wales	IC000025	188718
VT Garraway Investment Fund Series III	England and Wales	IC000584	472521
VT Garraway Investment Fund Series IV	England and Wales	IC000534	465988
VT Gravis Funds ICVC	England and Wales	IC001055	724240
VT Greystone ICVC	England and Wales	IC000403	434235
VT Greystone Cautious Managed ICVC*	England and Wales	IC000407	435265
VT Greystone Conservative Managed ICVC*	England and Wales	IC000533	465365
VT Grosvenor Funds ICVC	England and Wales	IC001077	762880
VT Halo Funds ICVC	England and Wales	IC001018	629070
VT iFunds OEIC	England and Wales	IC000868	536578
VT Morningstar Informed Smartfund ICVC	England and Wales	IC001012	621247
VT Munro Smart-Beta Fund	England and Wales	IC000551	467964
VT Plain English Finance Funds ICVC	England and Wales	IC001096	782737
VT Price Value Partners Funds ICVC	England and Wales	IC001033	671132
VT Redlands Fund	England and Wales	IC001043	694999
VT Redlands NURS ICVC*	England and Wales	IC001089	776548

VT Reyker Funds ICVC	England and Wales	IC001121	812559
VT RM Funds ICVC	England and Wales	IC001108	800855
VT Rossie House Investment Management Funds ICVC*	England and Wales	IC000991	607962
VT Seneca Investment Funds	England and Wales	IC000342	407990
VT SG Defined Return Assets ICVC	England and Wales	IC001097	784172
VT Sorbus Vector Funds ICVC	England and Wales	IC001059	731963
VT Tatton Oak ICVC	England and Wales	IC000737	494501
VT Teviot Funds ICVC	England and Wales	IC001094	780433
VT Thistledown ICVC	England and Wales	IC001011	621244
VT Tyndall Funds ICVC	England and Wales	IC001050	715282
VT Ursus Arctos Funds ICVC	Scotland	IC001004	613236
VT Vanneck Equity Fund	England and Wales	IC001003	613235
VT Vanneck Funds ICVC	England and Wales	IC001112	806954
VT Woodhill Investment Funds ICVC	England and Wales	IC001009	618204

* denotes a Non-UCITS Retail Scheme

** denotes a Qualified Investor Scheme

Funds of which the ACD is investment manager	
The Newmarket Africa Master Fund Limited (a fund registered in the Cayman Islands)	OG-290374
The Newmarket Africa Fund Limited (a fund registered in the Cayman Islands)	OG-290372

Appendix 7

Past Performance

Past performance should not be seen as an indication of future performance

DISCRETE PERFORMANCE RECORD

NAV

with Net Income Reinvested

This performance information is for Accumulation shares and is net of tax and charges (subscription and redemption fees) but does not include the effect of any preliminary charge that may be paid on the purchase of an investment. Please note that all performance information is at 31 December 2017. For more up-to-date performance information, please contact the ACD.

2013	2014	2015	2016	2017	Since Launch
20.10%	1.00%	8.85%	7.49%	18.52%	165.41%

NOTE: PAST PERFORMANCE SHOULD NOT BE TAKEN AS A GUIDE TO THE FUTURE. THE VALUE OF INVESTMENTS AND INCOME FROM THEM CAN GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE AMOUNT ORIGINALLY INVESTED.