

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD SEEK ADVICE FROM YOUR INDEPENDENT LEGAL, FINANCIAL OR PROFESSIONAL ADVISOR IMMEDIATELY. IF YOU HAVE SOLD OR TRANSFERRED YOUR SHARES IN ANIMA STAR HIGH POTENTIAL ITALY, A SUB-FUND OF ANIMA FUNDS PLC PLEASE HAND THIS DOCUMENT AND THE DOCUMENTS ACCOMPANYING IT AT ONCE TO THE STOCKBROKER, BANK OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER OR THE TRANSFEREE AS SOON AS POSSIBLE.

#### PROPOSED MERGER OF

ANIMA STAR HIGH POTENTIAL ITALY, (THE "MERGING SUB-FUND")

INTO

ANIMA STAR HIGH POTENTIAL EUROPE, (THE "RECEIVING SUB-FUND")

EACH A SUB-FUND OF ANIMA FUNDS PLC

NOTICE OF AN EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF THE MERGING SUB-FUND, TO BE HELD AT 10:00 AM (IRISH TIME) ON 11 MARCH 2024 IS ATTACHED AT THE END OF THIS DOCUMENT.

IF YOU ARE A REGISTERED HOLDER OF SHARES IN THE MERGING SUB-FUND, A FORM OF PROXY FOR USE IN CONNECTION WITH THE MEETING IS ENCLOSED WITH THIS DOCUMENT. YOU ARE REQUESTED TO COMPLETE THIS PROXY IN ACCORDANCE WITH THE INSTRUCTIONS PRINTED ON THE FORM AND TO FORWARD IT TO THE ADDRESS SHOWN ON THE FORM AS SOON AS POSSIBLE AND IN ANY EVENT SO AS TO ARRIVE NOT LATER THAN 10:00 (IRISH TIME) ON 7 MARCH 2024.

IF YOUR SHARES ARE REGISTERED IN THE NAME OF A NOMINEE YOU SHOULD INSTRUCT YOUR NOMINEE AS TO HOW YOU WISH TO VOTE IMMEDIATELY TO ALLOW YOUR NOMINEE TO VOTE BY THE TIME APPOINTED FOR THE MEETING.



To: The Shareholders of ANIMA Star High Potential Italy

Date: 14 February 2024

Proposed Merger of the Merging Sub-Fund into the Receiving Sub-Fund

Dear Shareholder,

We are writing to advise you of a proposal to merge the Merging Sub-Fund into the Receiving Sub-Fund (the "**Merger**"). The Merging Sub-Fund and the Receiving Sub-Fund are sub-funds of ANIMA Funds plc (the "**Company**").

The Company is an open-ended umbrella investment company with variable capital and segregated liability between sub-funds incorporated with limited liability in Ireland under the Companies Act 2014 with registration number 308009 and established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011 (S.I. Number 352 of 2011), as amended (the "UCITS Regulations").

The Company has appointed ANIMA SGR S.p.A as management company of the Company (the "Manager of the Company"). The Manager of the Company is regulated as a funds management company by Bank of Italy.

Details of the procedure by which the Merger of the Merging Sub-Fund will be effected, the action you should take and the implications for you as a shareholder of the Merging Sub-Fund (a "Shareholder", collectively the "Shareholders"), are set out in this Circular and the Appendices attached hereto.

I. The Proposal

It is proposed that the Merging Sub-Fund be merged into the Receiving Sub-Fund in accordance with Irish Laws which implement the Directive 2009/65/EC of the European Parliament and of the Council, as amended (the "**UCITS Directive**") and Commission Directive 2010/42/EU.

Such Merger will result in the Assets and Liabilities (as defined in **Appendix A**) of the Merging Sub-Fund becoming the property of the Receiving Sub-Fund in exchange for the issue of shares in the Receiving Sub-Fund to the Shareholders.

Details of the Merger in respect of the Merging Sub-Fund are set out in Appendix A.

A table highlighting the relevant terms and procedures and fees of the Merging Sub-Fund and the Receiving Sub-Fund is included at **Appendix B**.

ANIMA Funds Plc



An extraordinary general meeting of the Merging Sub-Fund has been convened for 10:00 AM (Irish time) on 11 March 2024 for the purpose of considering and voting on the Merger of the Merging Sub-Fund (the "Extraordinary General Meeting").

A notice of the Extraordinary General Meeting, at which the necessary resolution will be put to Shareholders, and a form of proxy are attached at **Appendix C**.

#### II. <u>Background and Rationale</u>

Given the existing low level of assets under management in the Merging Sub-Fund, the Company, in conjunction with the Manager of the Company, has decided to merge the Merging Sub-Fund with the Receiving Sub-Fund in order to offer more efficient management in terms of both the portfolio and the fixed costs being incurred.

In addition, the Merger would allow to streamline the Company's range of flexible strategies on offer, thus resulting in the offering of the Receiving Sub-Fund, which will have a lower synthetic risk indicator (ie. 4) than the Merging Sub-Fund (ie. 5).

None of the costs of the Merger will be borne by the Merging Sub-Fund or the Receiving Sub-Fund in accordance with Regulation 64 of the Irish UCITS Regulations. Please refer to Section 8 entitled "Costs, Charges and Liabilities" of Appendix A to this Circular for further information.

Given the above, the Directors of the Company (the "**Directors**") are recommending to Shareholders that they vote in favour of the Merger at the Extraordinary General Meeting.

### III. <u>Important Considerations – Impact of the Merger on Shareholders</u>

You should be aware of a number of important issues:

- (i) The Merging Sub-Fund is registered for public sale in Italy, Switzerland and Spain; the Receiving Sub-Fund is registered for public sale in Italy, Switzerland, Germany and Spain.
- (ii) If the Merger is approved, Shareholders of each launched and existing share class of the Merging Sub-Fund will receive shares of the Receiving Sub-Fund as follows:

MERGING SUB-FUND		RECEIVING SUB-FUND
Classic B Class	will merge into	Classic B Class
ISIN: IE00BVC3D932		ISIN: IE00B7FN3F89
Prestige Class	will merge into	Prestige Class
ISIN: IE00BKS8L350		ISIN: IE0008003968
Silver Class	will merge into	Silver Class
ISIN: IE00BKS8L244		ISIN: IE00B07Q3W33



I Class	will merge into	I Class
ISIN: IE00BJBQBS44		ISIN: IE0032464921

- (iii) The risk measurement methodology used to calculate global exposure in the Receiving Sub-Fund will be the commitment approach, which is the same methodology used by the Merging Sub-Fund.
- (iv) A full comparison of the fees applicable to the relevant share classes in the Merging Sub-Fund and the relevant share classes in the Receiving Sub-Fund is set out in Appendix B of this Circular. The fees for the share classes of the Merging Sub-Fund which will merge with the share classes of the Receiving Sub-Fund are identical.
- (v) The investment objective and policies of the Merging Sub-Fund and the Receiving Sub-Fund are set out in full in Appendix B. The investment objective and investment policies are sufficiently similar such that the Investment Manager of the Merging Sub-Fund does not consider it necessary to materially rebalance or change the composition of the Merging Sub-Fund's portfolio of assets to conform to the Receiving Sub-Fund's investment policies.
- (vi) The Merger is not expected to impact the performance experienced by Shareholders, rather it is anticipated that the Merger will have a positive effect for the reasons outlined above.
- (vii) Any income accrued on securities as at the Effective Time (as defined below in section VII) will be reflected in the valuation of the relevant security as at the Effective Time and will transfer automatically to the Receiving Sub-Fund as part of the transfer of the relevant security, to be held by State Street Custodial Services (Ireland) Limited, the depositary of the Company (the "Depositary"), on behalf of the Receiving Sub-Fund.
- (viii) As at the date of this Circular, the share classes of the Merging Sub-Fund involved in the Merger have a synthetic risk indicator of 5 and the share classes of the Receiving Sub-Fund involved in the Merger have a synthetic risk indicator of 4.
- (ix) The risks of the Merging Sub-Fund and the Receiving Sub-Fund, as set out in their Key Information Documents, are described in Appendix B of this Circular.
- (x) The voting rights of the Shareholders of the Merging Sub-Fund and Receiving Sub-Fund are similar in all material respects. You should review the constitutional document of the Company for further details in respect of your voting rights.

As set out above, a table highlighting the relevant terms and procedures and fees of the Merging Sub-Fund and the Receiving Sub-Fund (including the difference in rights of Shareholders of the Merging Sub-Fund and Shareholders of the Receiving Sub-Fund) is included in Appendix B of this Circular.



#### IV. Conditions applying to the Merger

The Merger is conditional upon its approval by way of a Special Resolution of the Shareholders, which requires that the resolution be passed by a majority of Shareholders consisting of seventy five per cent (75%) or more of the total number of votes cast present in person or by proxy, who cast votes at the Extraordinary General Meeting.

#### V. <u>Taxation Implications of the Merger</u>

You should be aware that the Merger may constitute a taxable event for you depending on your jurisdiction, and that your tax treatment may be changed following the implementation of the Merger, potentially resulting in, for example, the payment of capital gains tax. Accordingly, you are advised to consult your professional advisors as to the tax implications of the Merger under the laws of the countries of your nationality, residence, domicile or incorporation.

#### VI. Right of Redemption

If you decide that you do not wish to invest in the Receiving Sub-Fund, irrespective of whether or not you voted for or against the Merger, prior to the Merger you will have the opportunity to redeem your shares in the Merging Sub-Fund at no extra cost (other than payment of normal local taxation (if any) and transaction charges as may be levied by the relevant Correspondent Bank) on any Dealing Day for the Merging Sub-Fund (as defined in **Appendix B**) up to and including the last Dealing Day for the Merging Sub-Fund, being 19 March 2024 (the "Last Dealing Day"). For each Dealing Day (including the Last Dealing Day), the Dealing Deadline is 1:00PM (Irish time) on the Business Day preceding the relevant Dealing Day.

If the Merger is approved in respect of the Merging Sub-Fund, all Shareholders (including those Shareholders who voted against the proposal or who did not vote at all) who do not exercise their redemption rights set out herein, shall become shareholders of the Receiving Sub-Fund and shall be able to exercise their rights as shareholders of the Receiving Sub-Fund with effect from 27 March 2024.

#### VII. Effective Time/Date of the Merger

The effective time of the Merger is 11:59PM (Irish time) on 26 March 2024 or such later time and date as the Directors and the Depositary shall agree as being the effective time of the Merger and as shall be notified to Shareholders (the "**Effective Time**").

Shareholders may continue to deal in shares in the Merging Sub-Fund until and including the Last Dealing Day.



#### VIII. <u>Documents for Inspection and Additional Information Available</u>

The Key Information Documents of the Receiving Sub-Fund are attached hereto at **Appendix D** for your review.

Further, copies of the following documents (which will be provided to Shareholders free of charge upon request) may be obtained from the registered office of the Company at 78 Sir John Rogerson's Quay, Dublin 2, Ireland during office hours of each bank business day in Ireland until the time of the conclusion of the Extraordinary General Meeting (or any adjourned meeting of the Shareholders):

- 1. the prospectus of the Company and the fund information cards relating to the Merging Sub-Fund and the Receiving Sub-Fund;
- 2. the constitutional document of the Company;
- 3. the Key Information Documents of the Merging Sub-Fund and the Receiving Sub-Fund; and
- 4. the latest annual report of the Company (if available).

Copies of the documents listed above relating to the Company, the Merging Sub-Fund and the Receiving Sub-Fund are also available on the websites www.animafunds.ie and www.animasgr.it.

Following the Merger, you can request from the registered office of the Company, once available and free of charge, a copy of the report on the Merger by Deloitte, the auditor of the Company (the "Auditor") relating to the criteria adopted for the valuation of the assets as at the Effective Time, the calculation method for the exchange ratio as well as the actual exchange ratio determined at the Effective Time.

#### IX. Review by the Depositaries of the Merger Proposal

The Depositary has confirmed, in accordance with the requirements of Regulation 59 of the UCITS Regulations, that it has verified the type of merger and the UCITS involved, the Effective Time and that the rules applicable, respectively, to the transfer of the assets and the exchange of shares as set out herein are in accordance with the UCITS Regulations and the constitutional document of the Company.

#### X. Verification

Shareholders should note that as part of the implementation of the Merger, State Street Fund Services (Ireland) Limited (the "Administrator") (as administrator on behalf of the Merging Sub-Fund and the Receiving Sub-Fund) has details of the Shareholders and all documentation received from or in relation to each Shareholder. This includes, without limitation, anti-money laundering documentation. Notwithstanding this, Shareholders may be required to verify their identity in accordance with applicable anti-money laundering requirements for the purpose of receiving shares in the Receiving Sub-Fund.

#### XI. Action to be taken

In order to consider the proposals set out in this document, you are advised first to read all the enclosed documentation. If you have any questions you should contact your professional adviser.

ANIMA Funds Plc



In **Appendix C** to this Circular, you will find a notice convening the Extraordinary General Meeting on 11 March 2024, at which a Special Resolution on the Merger will be put to the Shareholders' vote.

In the case of a second Extraordinary General Meeting/adjourned meeting this will be held on the business day immediately following the Extraordinary General Meeting and accordingly, the proxy form should be deposited at the offices of the company secretary of the Company before 10:00 AM (Irish time) on 7 March 2024 for the second Extraordinary General Meeting/adjourned meeting at 10:00 AM (Irish time) on 12 March 2024. Submission of a proxy form will not preclude you from attending and voting at the Extraordinary General Meeting(s) in person should you wish to do so.

You can vote either by attending the Extraordinary General Meeting or by completing and returning the form of proxy enclosed with this Circular. If you wish to vote by proxy, you should complete and return the proxy form by post or courier to Rachel McKeever, Tudor Trust Limited at 33 John Rogerson's Quay, Dublin 2, Ireland, or by email to tudortrust@dilloneustace.ie. To be valid, the Proxy Form including notarially certified copy of such power or authority must be deposited by post, courier, email at tudortrust@dilloneustace.ie not later than 48 hours before the time fixed for the holding of the meeting or adjourned meeting.

If your shares in the Merging Sub-Fund are registered in the name of a nominee, you can exercise your vote in relation to those shares only by directing the registered holder to vote on your behalf.

The quorum shall be two Shareholders holding shares of the Merging Sub-Fund present in person or by proxy. If within half an hour after the time appointed for a meeting a quorum is not present, the meeting shall stand adjourned to the next Business Day, at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Shareholders holding shares of the Merging Sub-Fund present shall be a quorum.

In summary, implementation of the Merger requires completion of the following actions:

- the receipt of all necessary regulatory or other approvals and clearances;
- the passing of the Special Resolution by the Shareholders to approve the Merger;
- the implementation of the transfer of the assets and liabilities of the Merging Sub-Fund to the Receiving Sub-Fund; and
- the issue of shares in the Receiving Sub-Fund to the Shareholders.

#### XII. Notifications and Dealings

After the Extraordinary General Meeting, and on the same date, (or, alternatively, after the adjourned Extraordinary General Meeting, and on the same date as that adjourned Extraordinary General Meeting) the Shareholders will be notified of the outcome of this Extraordinary General Meeting by way of the posting of the outcome on the websites www.animafunds.ie and www.animasgr.it.

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Subject to the Merger becoming effective, notification of your new shareholding in the Receiving Sub-Fund will be sent to you not later than 5 Business Days (as defined in **Appendix B** for the Receiving Sub-Fund) following the Effective Time.

Dealings in shares of the Receiving Sub-Fund following the Merger shall commence on 28 March 2024 in accordance with the prospectus of the Company relating to the Receiving Sub-Fund.

#### XIII. Proposed Timetable

The last day for receipt of proxy forms	7 March 2024 at 10:00 AM (Irish time)
The date of the Extraordinary General Meeting	11 March 2024 at 10:00 AM (Irish time)
The date of the adjourned Extraordinary General	In the event that a quorum of Shareholders is
Meeting (if any)	not present in person or by proxy at the
	Extraordinary General Meeting, an adjourned
	Extraordinary General Meeting shall be held at
	10:00 AM (Irish time) on 12 March 2024.
The Dealing Deadline for the last Dealing Date for	1:00PM (Irish time) on 15 March 2024
shares in the Merging Sub-Fund	
The last Dealing Day for shares in the Merging	19 March 2024
Sub-Fund	
The Effective Time of the Merger (subject to	11:59PM (Irish time) on 26 March 2024
Shareholder approval)	
The date of issue of shares in the Receiving Sub-	27 March 2024
Fund	
The first dealing day for shares issued in the	First Dealing Day: 28 March 2024
Receiving Sub-Fund, and the first valuation point	First Valuation Point: 27 March 2024
for the Receiving Sub-Fund, following the Merger	

#### XIV. Recommendation

The Directors, in conjunction with the Manager of the Company, consider the proposed Merger to be in the best interests of the Shareholders and, therefore, recommend that you vote in favour of the Merger. However, it should be noted that if the Merger is not approved by the Shareholders, the Directors, in conjunction with the Manager of the Company, will consider what action to take and whether the continued operation of the Merging Sub-Fund is commercially viable. If, in the opinion of the Directors, the continued operation of the Merging Sub-Fund is not commercially viable, the Directors may decide to terminate the Merging Sub-Fund and seek withdrawal of approval of the Merging Sub-Fund by the Central Bank.

ANIMA Funds Plc



#### XV. Queries

For any queries regarding this Circular, please contact reporting&support@animasgr.it.

faithfully,

For and on behalf of ANIMA Funds plc



# APPENDIX A MERGER OF THE MERGING SUB-FUND

#### 1. Governing Law

The Merger will in all respects be governed exclusively by and construed in accordance with the laws of Ireland.

- 2. Transfer of Assets and Liabilities of the Merging Sub-Fund (the "Assets and the "Liabilities")
- 2.1 The proposed Merger will involve the delivery and/or transfer of the Assets and Liabilities, equal to the net asset value of the Merging Sub-Fund to the Depositary in its capacity as depositary of the Receiving Sub-Fund in exchange for the issue of shares in the Receiving Sub-Fund to Shareholders in the Merging Sub-Fund on the Effective Time.
- 2.2 Any income of the Merging Sub-Fund accrued but not yet paid out by the Merging Sub-Fund as at the Effective Time will form part of the Assets transferred to the Depositary in its capacity as depositary of the Receiving Sub-Fund and will be treated as income of the Receiving Sub-Fund.
- 2.3 Any taxes and duties directly related to the Merger, including transfer taxes and stamp duty, payable on the transfer of the Assets and/or Liabilities, as a result of the implementation of the Merger, will be paid by the Manager of the Company.

#### 3. Last Dealing Day for Shares in the Merging Sub-Fund

In order to allow the Administrator to accurately calculate the value of the Assets of the Merging Sub-Fund to be transferred into the Receiving Sub-Fund at the Effective Time, the Directors have determined that the 5 Business Days immediately prior to the Effective Time will not be Dealing Days (as defined in the Company's prospectus) in respect of the Merging Sub-Fund and that no dealing in the shares of the Merging Sub-Fund will take place on those days. Accordingly, the last Dealing Day for shares in the Merging Sub-Fund shall be 19 March 2024.

#### 4. Issue of Shares and Dealings in the Receiving Sub-Fund

4.1 At the Effective Time, Shareholders holding Classic B Class shares and/or fractions of Classic B Class shares will receive Classic B Class shares of the Receiving Sub-Fund, Shareholders holding Prestige Class shares and/or fractions of Prestige Class shares will receive Prestige Class shares of the Receiving Sub-Fund, Shareholders holding Silver Class shares and/or fractions of Silver Class shares will receive Silver Class shares of the Receiving Sub-Fund and Shareholders holding I Class shares and/or fractions of I Class shares will receive I Class shares of the Receiving Sub-Fund. Subject to and in accordance with Clause 4.2 below, Shareholders



will receive Shares in the Receiving Sub-Fund equal in value to their shares in the Merging Sub-Fund immediately prior to the Effective Time.

4.2 The number of shares in the Receiving Sub-Fund to be issued to Shareholders in the Merging Sub-Fund shall be determined by the Administrator in accordance with the following formula:

#### $S = (R \times NAV \times ER) \times (1-T)$

SP

where:

S = the number of shares in the Receiving Sub-Fund that will be issued;

R = the number of shares held by the Shareholder in the Merging Sub-Fund

immediately prior to the Effective Time;

NAV= the last net asset value per share of the relevant class in the Merging Sub-Fund

as at the Valuation Point on the relevant Dealing Day prior to the Effective Time;

ER= the currency conversion factor (if any) as determined by the Administrator;

SP= the net asset value per share (or initial offer price, as applicable) of the relevant

share class in the Receiving Sub-Fund, on the relevant dealing day;

T = any taxation which may be payable by persons beneficially entitled to shares

in any jurisdiction and which the Manager of the Company or its agents on

behalf of the Company are legally obliged to withhold.

- 4.3 Fractions of shares in the Receiving Sub-Fund may be issued where any part of the value of shares in the Merging Sub-Fund represents less than the initial issue price for one share of the relevant share class in the Receiving Sub-Fund, provided however, that fractions shall not be less than 0.001 of a share.
- 4.4 Since shares in the Receiving Sub-Fund will be issued to Shareholders in the Merging Sub-Fund at the net asset value per share (or initial offer price, as applicable) of the relevant share class in the Receiving Sub-Fund as set out in Clause 4.2 above, this may result in the number of shares held in the Receiving Sub-Fund being different to the number of shares held by Shareholders in the Merging Sub-Fund.
- 4.5 Following the Merger, dealings in shares of the Receiving Sub-Fund issued pursuant to the Merger shall commence on 28 March 2024 in accordance with the prospectus of the Company relating to the Receiving Sub-Fund.

### 5. Valuation

5.1 For the purposes of the Merger, the value of the Assets of the Merging Sub-Fund will be calculated as at the valuation point immediately prior to the Effective Time by the Administrator in accordance with the relevant provisions of the Memorandum and Articles of Association of the Company, which value will be validated by the Auditor. The Auditor will validate the criteria



used to evaluate the Assets and the Liabilities and the method used to determine the exchange ratio as well as the actual exchange ratio calculated on the Effective Time of the Merger.

5.2 The first valuation point of the Receiving Sub-Fund after the Merger will be on 27 March 2024.

#### 6. Auditor Validation

The Auditor will validate the following as at the Effective Time:

- (i) the criteria adopted for the valuation of the assets and liabilities as at the Effective Time;
- (ii) the calculation method of the exchange ratio referred to in section 4.2 above as well as the actual exchange ratio determined at the Effective Time.

#### 7. Ownership Confirmations

Not later than 5 Business Days (in respect of the Receiving Sub-Fund) after the Effective Time, notifications confirming the ownership of and number of shares in the Receiving Sub-Fund issued pursuant to section 4 above will be sent by the Administrator to, or to the order of, the persons entitled thereto. Each notification shall be sent by post or facsimile and shall be addressed to the person entitled at his/her address appearing in the register relating to the Merging Sub-Fund at the Effective Time (or in the case of joint holders at the address of the person whose name stands first in the register of the Company).

#### 8. Costs, Charges and Liabilities

The expenses in relation to the Merger, including the costs of the Extraordinary General Meeting (and any adjournments), the costs associated with the transfer of the Assets and Liabilities of the Merging Sub-Fund to the Receiving Sub-Fund will be borne by the Manager of the Company.

#### 9. Cancellation of Shares and cessation of existence of the Merging Sub-Fund

Following the Merger, all of the shares of the Merging Sub-Fund will be cancelled and contract notes held by Shareholders will no longer be valid. Thereafter, the Merging Sub-Fund will cease to exist on entry into effect of the Merger.

#### 10 Anti-Money Laundering Requirements

The anti-money laundering requirements applicable to the Merging Sub-Fund are the same as those applicable to the Receiving Sub-Fund. Further anti-money laundering documentation from existing investors of the Merging Sub-Fund may be required if it has not been supplied in full or



is out of date or is otherwise deemed insufficient for anti-money laundering purposes under current anti-money laundering legislation or best practice by the Administrator.

#### 11. **Amendments**

In circumstances where it becomes necessary or advisable to do so, alterations in the terms and method of implementation of the Merger may be made in accordance with the requirements of the Central Bank provided that any such alterations are, in the opinion of the Directors and in consultation with the Auditors, as appropriate, of a non-material nature. Any amendments must be in accordance with the requirements of the Central Bank. Shareholders will be notified, as soon as possible, of any such amendment including any amendment to the proposed timetable.



#### **APPENDIX B**

#### COMPARISON BETWEEN THE TERMS AND PROCEDURES AND FEES OF ANIMA STAR HIGH POTENTIAL ITALY AND ANIMA STAR HIGH POTENTIAL EUROPE

Full details of the Receiving Sub-Fund are set out in the prospectus of the Company relating to the Receiving Sub-Fund (copies of which are available on request)

Please note that the below table contains extracts from the prospectus of the Company and contains only those details relevant to the share classes of the Merging Sub-Fund which will merger with the share Classes of the Receiving Sub-Fund. Defined terms not referenced herein are contained in the respective prospectuses.

	ANIMA STAR HIGH POTENTIAL ITALY	ANIMA STAR HIGH POTENTIAL EUROPE
	(THE "MERGING SUB-FUND")	(THE "RECEIVING SUB-FUND")
Investment	The objective of the Merging Sub-Fund is to provide an absolute rate of	The objective of the Receiving Sub-Fund is to provide an absolute rate of return, while
Objective	return, while seeking long-term capital appreciation.	seeking long-term capital appreciation.
Investment	The Merging Sub-Fund is actively managed without reference to any	The Receiving Sub-Fund is actively managed without reference to any benchmark
Policy	benchmark meaning that the Manager has full discretion over the	meaning that the Manager has full discretion over the composition of the Receiving Sub-
	composition of the Merging Sub-Fund's portfolio, subject to the stated	Fund's portfolio, subject to the stated investment objective and policy.
	investment objective and policy.	
		The Receiving Sub-Fund will seek to achieve this objective by investing in a flexible and
	The Merging Sub-Fund will seek to achieve this objective by investing in a	very dynamic diversified portfolio consisting of European Equity Instruments, Debt
	flexible and very dynamic diversified portfolio consisting of Italian Equity	Instruments, Money Market / Short Term Instruments, and long and short positions in
	Instruments, Debt Instruments, Money Market / Short Term Instruments,	derivatives.
	and long and short positions in derivatives.	
		The relative asset class weightings of the Receiving Sub-Fund's investment portfolio will
	The relative asset class weightings of the Merging Sub-Fund's investment	be dynamically managed depending on the Manager's views and market conditions.
	portfolio will be dynamically managed depending on the Manager's views	
	and market conditions.	The direct equity component may constitute up to 100% of the Receiving Sub-Fund's
		entire portfolio, and will mainly comprise European Equity Instruments. The Receiving



Both "top-down" and "bottom-up" strategies will be applied. The top-down strategies will include macroeconomic investment research and ideas generation processes leading to tactical asset allocations with over- and under-weighting macro factors, which include yield level, yield curve slope, country spread currency, equity valuations, fund flows and earnings momentum,. The bottom-up strategies will include relative value thinking across diversified sectors and geographical areas, taking advantage of structural inefficiencies, market mis-pricings, cross-country and/or cross-sector spread movements.

The bottom-up strategies on equity will include absolute and relative fundamental analysis across sectors and geographical areas, taking advantage of structural inefficiencies and market mis-pricings.

The Merging Sub-Fund may implement long/short strategies based on interest rates, on credit, on duration, on equity, single name, sector and country, on currencies, other than fixed income arbitrage. For this purpose the Manager may create "long" and "short" synthetic exposures in order to generate a low volatility return from dynamically managing the "long" and the "short" portfolios.

The long portfolio will be comprised of direct investments in Money Market / Short Term Instruments, equity and in Debt Instruments, and may also comprise futures and/or option for the purposes of gaining exposures to particular yield levels, yield curve slopes, country spreads and/or currencies. The short portfolio will be constructed through the use of futures, options or swaps on equity indices, sector indices, single equities, Money Market / Short Term Instruments, on Debt Instruments, on currencies, baskets of debt securities or debt indices. Long and short positions may be

Sub-Fund's total exposure to equities, whether directly or through the use of derivatives, will be between -100% and +200%.

The fixed and/or floating rate income component, which may constitute up to 100% of the entire portfolio, will comprise Debt Instruments. The Receiving Sub-Fund may invest in securities/instruments of investment grade at the time of investment or, if un-rated, which are in the opinion of the Manager of comparable quality. The Receiving Sub-Fund may invest up to 30% of net assets in below investment grade securities/instruments or which are un-rated at the time of purchase. The Receiving Sub-Fund may invest up to 20% of its net assets in convertible bonds and up to 10% of its net assets in warrants.

The Manager will determine the weighting of investment in Debt Instruments and Equity Instruments using a qualitative method with a view to capturing a high number of diverse factors, such as market conditions, interest rates, dividend expectations and reviewing macroeconomic, leading, forecast, fundamental, valuation, behavioural and technical indicators which can impact on price movements. In an attempt to limit any depreciation in the Net Asset Value of the Receiving Sub-Fund, the Sub-Investment Manager will typically replace investments held by the Receiving Sub-Fund in what the Manager believes are more risky assets (e.g. European Equity Instruments) with investments in what the Manager believes are less risky assets (e.g. Debt and Debt-Related Securities and/or Money Market Instruments.

The Receiving Sub-Fund may gain exposures of up to 10% of its net assets to emerging markets, in respect of its equity and income components, whether inside or outside of Europe, including Russia.

Should the Manager believe that the value of the securities in which the Receiving Sub-Fund has invested might experience a reduction in value due to poor market conditions,



taken in the underlying of such instruments which may involve netting of long and short positions on individual transactions. The direct equity component may constitute up to 100% of the Merging Sub-Fund's entire portfolio, and will mainly comprise Italian Equity Instruments. The Merging Sub-Fund's total exposure to equities, whether directly or through the use of derivatives, will be between -100% and +200%. The Merging Sub-Fund's total short exposure to equities will be a maximum of up to -100%.

Long/short strategies will be implemented in order to exploit mismatches in the market valuation of assets across indices, sectors and equities. These strategies will involve buying assets which the Manager considers to be undervalued and selling assets considered to be expensive. The aim is to have a positive absolute return completely uncorrelated with market dynamics as the strategy is intended to be market neutral. In certain market conditions, the use of these strategies will be put in place to preserve the value of equity positions by short-selling futures or swaps which are closely correlated with the underlying position and therefore reducing the Merging Sub-Fund volatility and equity exposure with greater efficiency (for example, if the Merging Sub-Fund is over exposed to a specific sector it may be more efficient to hedge this exposure with the sector index rather than the broad market index).

The fixed and/or floating rate income component, which may constitute up to 100% of the entire portfolio, will comprise Debt Instruments. The Merging Sub-Fund may invest in securities/instruments of investment grade at the time of investment or, if un-rated, which are in the opinion of the Manager of comparable quality. The Merging Sub-Fund may invest up to 30% of net assets in below investment grade securities/instruments or which are unrated at the time of purchase. The Merging Sub-Fund may invest up to 20%

the Manager may attempt to safeguard that value by investing up to 100% of the entire portfolio in Money-Market / Short-Term Instruments.



of its net assets in convertible bonds and up to 10% of its net assets in warrants. Convertible Bonds will contain a level of embedded leverage.

The Manager will determine the weighting of investment in Debt Instruments and Equity Instruments using a qualitative method with a view to capturing a high number of diverse factors, such as market conditions, interest rates, dividend expectations and reviewing macroeconomic, leading, forecast, fundamental, valuation, behavioural and technical indicators which can impact on price movements. In an attempt to limit any depreciation in the Net Asset Value of the Merging Sub-Fund, the Manager will typically replace investments held by the Merging Sub-Fund in what the Manager believes are more risky assets (e.g. Italian Equity Instruments) with investments in what the Manager believes are less risky assets (e.g. Debt Instruments and/or Money Market Instruments). The Merging Sub-Fund may gain an exposure to commodity indices via Financial Derivative Instruments and Stocklending.

Should the Manager believe that the value of the securities in which the Merging Sub-Fund has invested might experience a reduction in value due to poor market conditions, the Manager may attempt to safeguard that value by investing up to 100% of the entire portfolio in Debt Instruments and/or Money-Market / ShortTerm Instruments.

# Use of Derivatives

Where considered appropriate, the Merging Sub-Fund may enter into stocklending arrangements only for efficient portfolio management purposes, subject to the conditions and within the limits laid down by the Central Bank, and/or may use financial derivative instruments traded on organised exchanges and over-thecounter markets for either: (i) hedging;

Where considered appropriate, the Receiving Sub-Fund may enter into stocklending arrangements only for efficient portfolio management purposes, and/or may use Financial Derivative Instruments traded on organised exchanges and over-the-counter markets for either: (i) hedging; (ii) risk reduction; (iii) investment purposes.



(ii) risk reduction; (iii) investment purposes in accordance with the conditions and limits laid down by the Central Bank.

For these purposes, the Merging Sub-Fund may use the following types of financial derivative instruments, either listed or OTC (including OTC instruments subsequently cleared through a clearing house):

- (i) futures contracts on interest rates and/or bonds and/or equity securities and/or equity indices and/or commodity indices and/or currencies;
- (ii) options contracts on interest rates and/or bonds and/or equity securities and/or equity indices and/or equity baskets and/or currencies;
- (iii) total return swaps on equity securities and/or equity indices and/or equity baskets and/or a portfolio of equities and equity indices;
- (iv) credit default swaps on reference entities and/or credit indices and/or baskets of reference entities and/or a portfolio of reference entities and credit indices;
- (v) interest rate swaps;
- (vi) forwards on currencies.

Transactions by the Merging Sub-Fund in financial derivative instruments may leverage the Merging Sub-Fund and may cause the Merging Sub-Fund to establish speculative positions. This may result in a high level of volatility for the Merging Sub-Fund.

The counterparty of OTC derivatives does not assume any discretion over the composition or management of the derivative's underlying and no approval of the OTC counterparty is required in relation to any investment portfolio transaction. For these purposes, the Receiving Sub-Fund may use the following types of Financial Derivative Instruments:

- (i) listed or OTC (including OTC instruments subsequently cleared through a clearing house) futures contracts on interest rates and/or bonds and/or equity securities and/or equity indices and/or commodity indices;
- (ii) listed or OTC (including OTC instruments subsequently cleared through a clearing house) options contracts on currencies, interest rates and/or bonds and/or equity securities and/or equity indices;
- (iii) total return swaps on equities and/or equity indices and/or equity baskets and/or equity portfolios and/or a basket of equity indices;
- (iv) OTC forwards on currencies;
- (v) Swaps.

The Receiving Sub-Fund may sell futures or buy put options on interest rates and/or bonds in order to seek to protect the Receiving Sub-Fund against interest rate increases. Options may be used to hedge or reduce the overall interest rate risk of the Receiving Sub-Fund's investments.

The Receiving Sub-Fund may buy futures or buy call options on interest rates and/or bonds in order to gain additional exposure to interest rates. This strategy can also be used in order to seek to protect the Receiving Sub-Fund against a financial crisis which could negatively affect corporate bonds prices but positively affect government bonds prices. In general, futures and options may also be used in order to enhance performance and/or to manage interest rate risk to reflect a view on the future direction of the market, achieve a desired risk/reward position or for yield enhancement, lock an arbitrage profit, change the nature of a liability and/or modify the portfolio without incurring large transaction costs. The Receiving Sub-Fund may also sell futures or buy put options on interest rates and/or bonds in order to seek to protect the Receiving Sub-Fund against interest rate increases. In general, the Receiving Sub-Fund may also use futures to hedge or reduce the overall



The Merging Sub-Fund's will not replicate an index nor will the Merging Sub-Fund invest directly in indices. The Merging Sub-Fund may use financial derivatives on financial indices comprised of eligible assets. Financial indices used as underlying of futures, options and total return swaps will generally be commonly used European equity indices and their sub-indices. Financial indices used as underlying of credit default swaps will generally be commonly used European credit default swap indices (such as the iTraxx Europe index) and their sub-indices. Indices used as underlying of financial derivative instruments have a monthly or less frequent rebalancing.

The return of such indices is not affected by rebalancing and the rebalancing frequency has no effects on the costs within the strategy.

Information on the OTC counterparties to OTC contracts entered into by the Merging Sub-Fund and the underlying of these OTC Contracts is described in more detail in the main body of the Prospectus in the section entitled "Financial Derivative Instruments" and "Collateral Management and Counterparty Selection Process". OTC counterparties with the Merging Sub-Fund will be selected in accordance with the limits and conditions laid down by the Central Bank and will be credit institutions within any of the categories set out in Regulation 7 of the CBI UCITS Regulation, regulated financial institutions and investment firms authorised in accordance with MiFID.

If any OTC counterparty at any stage during the life of any OTC transaction, falls below the criteria outlined in the paragraph directly above, the Manager will change this OTC counterparty to a suitable counterparty which meets the criteria listed in the paragraph above.

interest rate risk of the Receiving Sub-Fund's investments. The Receiving Sub-Fund may use listed or OTC futures and/or options on equities and/or equity indices in order to hedge the equity market exposure of securities and/or assets, and, in general, in order to hedge or reduce the overall equity market risk of the Receiving Sub-Fund's investment. The Receiving Sub-Fund may buy futures or buy call options on equities indices and/or equity securities in order to gain additional exposure to equity markets, and to enhance performance and/or to manage equity market risk to reflect a view on the future direction of the market or index, to achieve a risk reward position, for yield enhancement, to lock an arbitrage profit, to change the nature of a liability and/or to modify the portfolio risk without incurring large transaction costs. The Receiving Sub-Fund may also use futures to gain exposure to financial indices comprising commodities.

The Receiving Sub-Fund may also engage in Financial Derivative Instruments transactions in order to partially / totally hedge the exposure of an existing Financial Derivative Instrument position held in the portfolio. This will apply also where the Receiving Sub-Fund sells put options on interest rates and/or bonds in order to reduce the risk and/or the cost of an existing put option with the same expiration date held in the portfolio or where the Receiving Sub-Fund sells call options on interest rates and/or bonds in order reduce the risk and/or the cost of an existing call option with the same expiration date held in the portfolio.

Forward currency contracts and/or options may be used to hedge the currency exposures of the Receiving Sub-Fund such as instruments denominated in a currency other than Euro. The Receiving Sub-Fund may also use forward foreign exchange contracts and/or options to hedge or reduce the Receiving Sub-Fund's overall exchange rate risk and/or to alter the currency characteristics of instruments held by the Receiving Sub-Fund where the Manager considers it appropriate to retain the credit quality of a particular instrument but wishes to obtain a currency exposure consistent with the Receiving Sub-Fund 's investment objective. Forward currency contracts and/or options may also be used in order



The Merging Sub-Fund may sell futures, sell call options, or buy put options on interest rates and/or bonds in order to seek to protect the Merging Sub-Fund against interest rate increases. The Merging Sub-Fund may engage in an interest rate swap transaction with the same purpose.

The Merging Sub-Fund may buy futures, buy call options or sell put options on interest rates and/or bonds in order to gain additional exposure to interest rates. The Merging Sub-Fund may engage in an interest rate swap transaction with the same purpose. This strategy can also be used in order to seek to protect the Merging Sub-Fund against a financial crisis which could negatively affect corporate bonds prices but positively affect government bonds prices.

The Merging Sub-Fund may also use interest rate swaps in order to hedge fixed interest rates into floating rates, or to manage the Merging Sub-Fund's interest rate exposures to certain instruments and/or to obtain or preserve a desired return or spread at a lower cost than by direct investment. They can also be used in combination with futures contracts or government bonds to take a position on a pure credit risk trade, stripping out the directional component of the future or the bond contract, and/or to obtain or preserve a desired return or spread at a lower cost than through a direct investment in the underlying.

The Merging Sub-Fund may use futures, options and total return swaps on equities, equity indices, equity baskets and/or equity portfolios in order to hedge or to reduce the equity risk of the portfolio, or to manage the Merging Sub-Fund's equity exposures of certain instruments. Futures and total return swaps on equities, equity indices, equity baskets and/or equity

to enhance performance and/or to manage exchange rate risk so as to reflect the Manager's view on the future direction of the relevant currencies, to achieve a desired risk/reward position or for yield enhancement, to lock in an arbitrage profit, to change the nature of a liability and/or to modify the portfolio risk without incurring large transaction costs.

The Receiving Sub-Fund may use credit default swaps on stocks, on indices or on a basket of indices, and may use total return swaps on equities, equity indices, equity baskets, equity portfolios or a basket of equity indices (in each case gaining Euro and/or multi-currency exposure). Swaps may be used to hedge fixed interest rates into floating rates, or to manage the Receiving Sub-Fund's exposures to certain instruments and/or to obtain or preserve a desired return or spread at a lower cost than by direct investment. They can also be used in combination with futures contracts or government bonds to take a position on a pure credit risk trade, stripping out the directional component of the future or the bond contract, and/or to obtain or preserve a desired return or spread at a lower cost than through a direct investment in the underlying. The Receiving Sub-Fund may use total return swaps to gain exposure to securities and/or indices (including indices comprising commodities) in accordance with the requirements of the Central Bank.

Any Financial Derivative Instrument not included in the Risk Management Process will not be used until such time as a revised submission has been provided to and cleared by the Central Bank.

The leverage resulting from the use of Financial Derivative Instruments will be in accordance with the requirements of the Central Bank and will not exceed 100% of its net asset value. Although the use of Financial Derivative Instruments may give rise to an additional exposure, any such additional exposure will not exceed 100% of the net asset value of the Receiving Sub-Fund. The Receiving Sub-Fund's global exposure arising



portfolios can also be used in combination with government bonds to take a synthetic position at a lower cost than through a direct investment in the underlying. Futures, options and total return swaps on equities, equity indices, equity baskets and/or equity portfolios may also be used in order to gain additional exposure to equity risk.

The Merging Sub-Fund may use long positions on equities and long and/or short positions on futures, options and swaps on equities, equity indices, equity baskets and/or equity portfolios in order to realize long/short strategies. These strategies aim to gain from both undervalued and overvalued securities, with a reduced exposure to the overall equity market.

The Merging Sub-Fund may use credit derivative swaps in order to hedge or to reduce the credit risk of the portfolio, or to manage the Merging Sub-Fund's credit exposures of certain instruments and/or to obtain or preserve a desired return or spread at a lower cost than by direct investment. They can also be used in combination with futures contracts or government bonds to take a synthetic position, and/or to obtain or preserve a desired return or spread at a lower cost than through a direct investment in the underlying. Credit derivative swaps may also be used in order to gain additional exposure to credit risk.

In general, futures, options and swaps may also be used in order to enhance performance and/or to manage interest rate risk and/or credit risk and/or equity risk to reflect a view on the future direction of the market, achieve a desired risk/reward position or for yield enhancement, lock an arbitrage profit, change the nature of a liability and/or modify the portfolio without incurring large transaction costs.

through the use of financial derivative instruments will be calculated using the commitment approach.

Up to 30% of the Receiving Sub-Fund's net asset value may be subject to stocklending (subject to the conditions and within the limits laid down by the Central Bank) on the financial instruments outlined in the Receiving Sub-Fund's investment objective and policy and up to 75% of the Receiving Sub-Fund's net asset value may be subject to total return swaps on the financial instruments outlined in the Receiving Sub-Fund's investment objective and policy ("Securities Financing Transactions"), and it is expected that, in general, 0% to 25% of the Receiving Sub-Fund's net asset value may be subject to stocklending and 30%-50% of the Receiving Sub-Fund's net asset value may be subject to total return swaps. The rationale for the Receiving Sub-Fund using any of the above mentioned Securities Financing Transactions is to increase returns for the Receiving Sub-Fund, for hedging, risk reduction and/or efficient portfolio management purposes, in order to assist in meeting the investment objective of the Receiving Sub-Fund. For more information on the stocklending program of the Company, please see the section in the main body of the Prospectus entitled "Efficient Portfolio Management". For further information in respect of the direct and indirect costs and fees that arise as a result of Securities Financing Transactions, please see the section entitled 'Securities Financing Transactions'. In respect of the direct/indirect costs and fees arising from stocklending, please see the section in the main body of the Prospectus entitled "Securities Lending Agent's Fee".

All assets received by the Receiving Sub-Fund as collateral in the context of the use of Financial Derivative Instruments, Securities Financing Transactions and/or efficient portfolio management techniques will comply with the criteria for the receipt of such collateral set down by the Central Bank, as further detailed under the section of the Prospectus headed "Collateral Management and Counterparty Selection Process".



Forward currency contracts may be used to hedge the currency exposures of the Merging Sub-Fund such as instruments denominated in a currency other than Euro. The Merging Sub-Fund may also use forward foreign exchange contracts to hedge or reduce the Merging Sub-Fund's overall exchange rate risk and/or to alter the currency characteristics of instruments held by the Merging Sub-Fund where the Manager considers it appropriate to retain the credit quality of a particular instrument but wishes to obtain a currency exposure consistent with the Merging Sub-Fund 's investment objective. Forward currency contracts may also be used in order to enhance performance and/or to manage exchange rate risk so as to reflect the Manager's view on the future direction of the relevant currencies, to achieve a desired risk/reward position or for yield enhancement, to lock in an arbitrage profit, to change the nature of a liability and/or to modify the portfolio risk without incurring large transaction costs.

The Merging Sub-Fund may also engage in financial derivative instruments transactions in order to partially / totally hedge the exposure of an existing financial derivative instrument position held in the portfolio. This will apply also where the Merging Sub-Fund sells put options on interest rates and/or bonds and/or equities and/or financial indices in order to reduce the risk and/or the cost of an existing put option with the same expiration date held in the portfolio or where the Merging Sub-Fund sells call options on interest rates and/or bonds and/or equities and/or financial indices in order reduce the risk and/or the cost of an existing call option with the same expiration date held in the portfolio.

Any financial derivative instrument not included in the Risk Management Process will not be used until such time as a revised submission has been provided to and cleared by the Central Bank.



The use of the techniques and instruments outlined above may expose the Merging Sub-Fund to the risks disclosed in the "Risk Factors" section of the Prospectus. Conflicts of Interest in respect of the Merging Sub-Fund are disclosed in the section of the Prospectus entitled "Conflicts of Interest". The Merging Sub-Fund will, on request, provide additional information to Shareholders relating to the risk management methods employed including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investment.

The leverage resulting from the use of financial derivative instruments will be in accordance with the requirements of the Central Bank and will not exceed 100% of its net asset value. Although the use of financial derivative instruments may give rise to an additional exposure, any such additional exposure will not exceed 100% of the net asset value of the Merging Sub-Fund. The Merging Sub-Fund's global exposure arising through the use of financial derivative instruments will be calculated using the commitment approach.

Up to 30% of the Merging Sub-Fund's net asset value may be subject to stocklending (only for efficient portfolio management purposes and subject to the conditions and within the limits laid down by the Central Bank) on the financial instruments outlined in the Merging Sub-Fund's investment objective and policy and up to 75% of the Merging Sub-Fund's net asset value may be subject to total return swaps on the financial instruments outlined in the Merging Sub-Fund's investment objective and policy ("Securities Financing Transactions"), and it is expected that, in general, 0%-25% of the Merging Sub-Fund's net asset value may be subject to stocklending and 0%-30% of the Merging Sub-Fund's net asset value may



	be subject to total return swaps. The rationale for the Merging Sub-Fund	
	using any of the above mentioned Securities Financing Transactions is to	
	increase returns for the Merging Sub-Fund, for hedging, risk reduction	
	and/or efficient portfolio management purposes, in order to assist in	
	meeting the investment objective of the Merging Sub-Fund. For more	
	information on the stocklending program of the Company, please see the	
	section in the main body of the Prospectus entitled "Efficient Portfolio	
	Management". For further information in respect of the direct and indirect	
	costs and fees that arise as a result of Securities Financing Transactions,	
	please see the section entitled 'Securities Financing Transactions'. In	
	respect of the direct/ indirect costs and fees arising from stocklending,	
	please see the section in the main body of the Prospectus entitled	
	"Securities Lending Agent's Fee".	
	All assets received by the Merging Sub-Fund as collateral in the context of	
	the use of Financial Derivative Instruments, Securities Financing	
	Transactions and/or efficient portfolio management techniques will comply	
	with the criteria for the receipt of such collateral set down by the Central	
	Bank, as further detailed under the section of the Prospectus headed	
	"Collateral Management and Counterparty Selection Process".	
Profile of	The Merging Sub-Fund is suitable all investors with an appetite for high risk.	The Receiving Sub-Fund is suitable for retail and institutional investors with an appetite
Typical	The investor must have experiences with volatile products. The Merging	for high risk. The investor must have experiences with volatile products. The Receiving
Investor	Sub-Fund is only suitable for investors who can afford to set aside the	Sub-Fund is only suitable for investors who can afford to set aside the capital for a long
	capital for a long term investment horizon.	term investment horizon.
Dealing	Shares are issued as Silver Class Shares, Class I Shares, , Prestige Class	Shares are issued as Silver Class Shares, Class I Shares, Prestige Class Shares and
Procedures	Shares and Classic B Class Shares. All Shares are denominated in Euro.	Classic B Class Shares. All Shares are denominated in Euro.
	The Base Currency of the Merging Sub-Fund is Euro. Subscriptions shall	The Base Currency of the Receiving Sub-Fund is Euro. Subscriptions shall only be
	only be accepted in Euro.	accepted in Euro.



The Directors may exercise their discretion to refuse any applications for Shares in the Merging Sub-Fund.

#### **Application for Shares**

The Directors in their absolute discretion, and at any time, may determine to restrict subscriptions into the Merging Sub-Fund if they believe that the ability of the Merging Sub-Fund to achieve its investment objective may be compromised. If the Directors determine that such a restriction is appropriate they will notify the Merging Sub-Fund's Shareholders that no further subscriptions or conversions into the Merging Sub-Fund will be accepted until such time as the Directors determine.

In relation to Classic A Shares only and irrespective of whether or not the specific Classic A Shares in question have been converted into Classic A Shares in another Fund of the Company, these Classic A Shares will be automatically converted into Classic B Shares with effect from the third anniversary of the original subscription date of the said Classic A Shares (or on the next following Business Day, as necessary). The first such automatic conversion shall be at the Initial Offer Price of the Classic B Shares. Thereafter conversion shall be at the then current NAV per Share of Classic B Shares. Other than as set out above, Shareholders may not convert their Classic A Shares into Shares of any other Class of the Merging Sub-Fund, or into any other Class of Shares of another Fund of the Company, apart from Classic A Shares.

The Directors may exercise their discretion to refuse any applications for Shares in the Receiving Sub-Fund.

#### **Application for Shares**

The Directors in their absolute discretion, and at any time, may determine to restrict subscriptions into the Receiving Sub-Fund if they believe that the ability of the Receiving Sub-Fund to achieve its investment objective may be compromised. If the Directors determine that such a restriction is appropriate they will notify the Receiving Sub-Fund's Shareholders that no further subscriptions or conversions into the Receiving Sub-Fund will be accepted until such time as the Directors determine.

In relation to Classic A Shares only, with effect from the third anniversary of the date of issue of Classic A Shares (or on the next following Business Day, as necessary) Classic A Shares will be automatically converted into Classic B Shares. The first such automatic conversion shall be at the Initial Offer Price of Classic B Shares. Thereafter conversion shall be at the then current NAV per Share of Classic B Shares. Other than as set out above, Shareholders may not convert their Classic A Shares into Shares of any other Class of the Receiving Sub-Fund, or into any other Class of Shares of another Fund of the Company, apart from Classic A Shares.

The sole purpose of Classic B Shares is to facilitate the conversion of Classic A Shares into Classic B Shares with effect from the third anniversary of the date of issue of Classic A Class Shares.

Shareholders may convert their Shares from Class A or Class I into Class I or Class A within this Receiving Sub-Fund.



The sole purpose of Classic B Shares is to facilitate the conversion of Classic A Shares into Classic B Shares with effect from the third anniversary of the date of issue of the said Classic A Shares.

#### **Application for Shares**

Applications for Shares should be made to the Company care of the Administrator, or to the distributors for onward transmission to the Administrator.

Shares in the Company will only be issued to an investor when full supporting documentation in relation to anti-money laundering prevention checks has been received to the satisfaction of the Company and the Administrator or the distributor (as applicable).

Applications received by the Administrator prior to the Dealing Deadline for any Dealing Day will be dealt with on that Dealing Day. Any applications received by the Administrator after the Dealing Deadline will be dealt with on the following Dealing Day unless the Directors in their absolute discretion otherwise determine provided that the application is received before the Valuation Point. Distributors may determine a cut-off time for the receipt of applications provided that such cut-off time is prior to the Dealing Deadline. Any applications received by the distributors after such cut-off time will be dealt with on the following Dealing Day.

Shares will be issued in registered form.

Applicants for Shares must send their completed Application Form for initial or subsequent subscriptions by post to the Administrator or by the

#### **Application for Shares**

Identical



distributors on behalf of the Company or by other means, including by facsimile or by electronic order entry, provided that such other means are in accordance with the requirements of the Central Bank.

Amendments to a Shareholders' registration and account details and payment instructions will only be made on receipt of original documentation. Fractions of Shares may be issued. Confirmation of ownership after each purchase of Shares will be sent to Shareholders within 48 hours of the purchase being made. Subject to agreement with the Administrator, confirmations of ownership may be delivered in by facsimile or by electronic format provided that such means are in accordance with the requirements of the Central Bank. Title to Shares will be evidenced by the entering of the investor's name on the Company's register of Shareholders.

A Sales Charge may be imposed, as disclosed in the Merging Sub-Fund Information Card, and as more particularly described in the section headed "Fees and Expenses".

#### Fractions

Subscription monies representing less than the subscription price for a Share will not be returned to the investor. Fractions of Shares will be issued where any part of the subscription monies for Shares represents less than the subscription price for one Share, provided however, that fractions shall not be less than 0.001 of a Share.

Subscription monies, representing less than 0.001 of a Share will not be returned to the investor but will be retained by the Merging Sub-Fund in order to defray administration costs.



### Method of Payment

Subscription payments net of all bank charges should be paid by SEPA, CHAPS, SWIFT or telegraphic or electronic transfer to the bank account specified in the Application Form. Alternatively, settlement for subscriptions may be cleared through Euroclear or Clearstream, in which case, the Shares will be delivered to a Euroclear or Clearstream participant against receipt of the settlement amount into the Administrator's Euroclear or Clearstream Account (as appropriate).

Application details for settlement through Euroclear and Clearstream are set out in the Application Form. Other methods of payment are subject to the prior approval of the Directors. No interest will be paid in respect of payments received in circumstances where the application is held over until a subsequent Dealing Day.

**Currency of Payment** 

Subscription monies are payable in Euro (€).

Timing of Payment

Unless otherwise disclosed in the Merging Sub-Fund Information Card, payment in respect of subscriptions must be received in cleared funds by the Depositary no later than 3 Currency Days after the relevant Dealing Day. If payment in cleared funds in respect of a subscription has not been received by the relevant time, the Company or the Administrator may (and in the event of non-clearance of funds, shall) cancel the allotment and/or



charge the investor interest at outstanding subscription monies at normal commercial rates. In addition the investor shall indemnify the Company for any losses, costs or expenses suffered directly or indirectly by the Company or the Merging Sub-Fund as a result of the investor's failure to pay for Shares applied for by the due date set forth in the Prospectus or Fund Information Card. The Company may waive either of such charges in whole or in part. The Directors reserve the right to differentiate between Shareholders as to, and waive or reduce, the Minimum Subscription, Minimum Holding and minimum transaction size (if any) for certain investors.

#### Savings Plans

For all Share Classes applicants may subscribe by way of single subscription whereas the option to subscribe by way of a savings plan, where the applicant for Shares agrees to purchase Shares in a certain preagreed amount over a certain period, is limited to certain Share Classes only. The subscription options available are set out in the relevant application forms available from the distributors.

#### **Data Protection Information**

Prospective investors should note that by completing the Application Form they are providing personal information to the Company, which may constitute personal data within the meaning of data protection legislation in Ireland. This data will be used for the purposes of client identification, administration, statistical analysis, market research, to comply with any applicable legal or regulatory requirements and, if an applicant's consent is given, for direct marketing purposes. Data may be disclosed to third parties



including regulatory bodies, tax, delegates, advisers and service providers of the Company and their or the Company's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including outside the EEA which may not have the same data protection laws as in Ireland) for the purposes specified. Personal data will be obtained, held, used, disclosed and processed for any one or more of the purposes set out in the Application Form. Investors have a right to obtain a copy of their personal data kept by the Company, the right to rectify any inaccuracies in personal data held by the Company. As of 25th May 2018, being the date the General Data Protection Regulation (EU 2016/679) came into effect, investors have a right to be forgotten and a right to restrict or object to processing in a number of circumstances. In certain limited circumstances a right to data portability may apply. Where investors give consent to the processing of personal data, this consent may be withdrawn at any time.

#### **Redemption of Shares**

Applications for the redemption of Shares should be made to the Company care of the Administrator, or to the distributors for onward transmission to the Administrator in such form or by such means, including by facsimile, via Euroclear or Clearstream, or by electronic order entry provided that such means are in accordance with the requirements of the Central Bank and should include such information as may be specified from time to time by the Directors or the Administrator. Faxed redemption instructions shall only be processed on receipt of faxed instructions only where payment is made to the account of record. Requests for redemption received by the Administrator prior to the Dealing Deadline for any Dealing Day will be dealt with on that Dealing Day. Any requests for redemption received after the

#### **Redemption of Shares**

Identical



Dealing Deadline for a Dealing Day will be dealt with on the next Dealing Day unless the Directors in their absolute discretion determines otherwise provided that the application is received before the Valuation Point. Distributors may determine a cut-off time for the receipt of requests for redemption provided that such cut-off time is prior to the Dealing Deadline. Any requests for redemption received by the distributors after such cut-off time will be dealt with on the following Dealing Day. Redemption requests will only be accepted where cleared funds and completed documents (including documentation in connection with the anti-money laundering procedures) are in place for original subscriptions.

There is no minimum redemption transaction size for any Class of Share in the Merging Sub-Fund. Shareholders should note that if a redemption request would, if processed, leave the Shareholder holding Shares having a Net Asset Value of less than the Minimum Holding, the Directors may, in their discretion, redeem the whole of the Shareholder's holding.

The redemption price per Share shall be the Net Asset Value per Share less applicable duties and charges. Unless otherwise stated in the Merging Sub-Fund Information Card, it is not the current intention of the Directors to charge a redemption fee. The Directors will give reasonable notice to Shareholders of their intention to introduce a redemption fee generally. In the event of a redemption fee being charged, Shareholders should view their investment as medium to long term. Any redemption fee may be paid by the Company to any of its delegates, at the sole discretion of the Directors.



	Redemption monies, representing less than 0.001 of a Share will not be	
	returned to the investor but will be retained by the Merging Sub-Fund in	
	order to defray administration costs.	
Dealing Day	means each Business Day or such other day or days as may be determined	Identical
	by the Directors and notified in advance to Shareholders provided that there	
	shall be at least one Dealing Day per fortnight.	
Valuation	means:	Identical
Point		
	<ul> <li>for the purpose of clarifying the time as at which the Net Asset</li> </ul>	
	Value and Net Asset Value per Share is calculated, 12 p.m.	
	(midday) (Irish time) on the relevant Dealing Day; and	
	• for the purpose of clarifying section (c) under the heading "Net	
	Asset Value and Valuation of Assets" (which is in accordance with	
	the Articles of Association), the point at which accruals of interest	
	on cash and other liquid assets are made, 11.59 p.m. on the	
	Business Day preceding the relevant Dealing Day.	
<b>Business Day</b>	means any day on which banks are open for business in Dublin and in any	Identical
	other financial centre which the Directors with the consent of the	
	Administrator may determine to be relevant for the operations of the	
	Merging Sub-Fund.	
Subscription	The initial offer price or the Net Asset Value per Unit, as the case may be.	Identical
price		



Directors.

Redemption	The redemption price per Share shall be the Net Asset Value per Share	Identical
Price	less applicable duties and charges. Unless otherwise stated in the Merging	
	Sub-Fund Information Card, it is not the current intention of the Directors to	
	charge a redemption fee. The Directors will give reasonable notice to	
	Shareholders of their intention to introduce a redemption fee generally. In	
	the event of a redemption fee being charged, Shareholders should view	
	their investment as medium to long term. Any redemption fee may be paid	
	by the Company to any of its delegates, at the sole discretion of the	



## Valuation Methodology

The Net Asset Value of the Merging Sub-Fund or, if there are different Classes within the Merging Sub-Fund, each Class will be calculated by the Administrator as at the Valuation Point on or with respect to each Dealing Day in accordance with the Articles of Association. The Net Asset Value of the Merging Sub-Fund shall be determined by valuing the assets of the Merging Sub-Fund (including income accrued but not collected) and deducting the liabilities of the Merging Sub-Fund (including a provision for duties and charges, accrued expenses and fees and other liabilities). The Net Asset Value of a Class shall be determined by calculating that portion of the Net Asset Value of the Merging Sub-Fund attributable to the relevant Class subject to adjustment to take account of assets and/or liabilities attributable to the Class. The Net Asset Value of a Merging Sub-Fund will be expressed in the Base Currency of the Merging Sub-Fund, or in such other currency as the Directors may determine either generally or in relation to a particular Class or in a specific case.

The Net Asset Value per Share shall be calculated by dividing the Net Asset Value of the Merging Sub-Fund or Class by the total number of Shares in issue in the Merging Sub-Fund or Class at the relevant Valuation Point rounded to four (4) decimal places 0.0001 (or rounded to such number of decimals places as otherwise disclosed in the Merging Sub-Fund Information Card of the Merging Sub-Fund as determined by the Company).

In determining the Net Asset Value of the Company and the Merging Sub-Fund:

(a) Investments which are quoted, listed or dealt in on a Recognised Exchange save as hereinafter provided at (d), (e), (f), (g) and (h) will be valued at last traded closing prices. Where an investment is

Identical



listed or dealt in on more than one Recognised Exchange the relevant exchange or market shall be the principal stock exchange or market on which the Investment is listed or dealt on or the exchange or market which the Directors or their duly authorised delegate determine provides the fairest criteria in determining a value for the relevant investment. Investments listed or traded on a Recognised Exchange, but acquired or traded at a premium or at a discount outside or off the relevant exchange or market may be valued taking into account the level of premium or discount at the Valuation Point provided that the Depositary shall be satisfied that the adoption of such a procedure is justifiable in the context of establishing the probable realisation value of the investment.

(b) The value of any investment which is not quoted, listed or dealt in on a Recognised Exchange or which is so quoted, listed or dealt but for which no such quotation or value is available or the available quotation or value is not representative of the fair market value shall be either (i) the probable realisation value as estimated with care and good faith by a competent person, firm or corporation (including the Manager) appointed by the Directors and approved for the purpose by the Depositary or (ii) the value as determined by any other means provided that such value is approved by the Depositary. Where reliable market quotations are not available for fixed income securities the value of such securities may be determined using matrix methodology compiled by the Directors by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.



- (c) Cash and other liquid assets will be valued at their nominal value plus accrued interest where applicable, to the end of the day preceding the Valuation Point unless in any case the Directors are of the opinion that such assets are unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Directors or their delegate (with the approval of the Depositary) may consider appropriate in such case to reflect the true value thereof.
- (d) Derivative contracts traded on a regulated market including without limitation futures and options contracts and index futures shall be valued at the settlement price as determined by the market. If the settlement price is not available, the value shall be the probable realisation value estimated with care and in good faith by (i) the Directors or the Administrator or (ii) a competent person firm or corporation (including the Manager) selected by the Directors and approved for the purpose by the Depositary or (iii) any other means provided that the value is approved by the Depositary.
- (e) Derivative contracts which are not traded on a regulated market, including, without limitation, swap contracts (each an "OTC Derivative"), will be valued in accordance with market practice subject to the valuation provisions detailed in Article 11 of Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories (EMIR) and the related Commission Delegated Regulation (EU) No 149/2013. Derivative contracts which are not traded on a regulated market and which are not cleared by a clearing counterparty may be valued on the basis of the mark to market value of the derivative contract or if market



conditions prevent marking to market, reliable and prudent marking to model may be used, and may be valued either using the counterparty valuation or an alternative valuation such as a valuation calculated by the Manager or by an independent pricing vendor. Derivative contracts which are not traded on a regulated market and which are cleared by a clearing counterparty (including, without limitation, swap contracts) may be valued either using the counterparty valuation or an alternative valuation such as a valuation calculated by the Manager or by an independent pricing vendor. The Company must value an OTC Derivative on a daily basis. Where the Company values an OTC Derivative using an alternative valuation, the Company will follow international best practice and adhere to the principles on valuation of OTC instruments established by bodies such as IOSCO and AIMA. The alternative valuation is that provided by a competent person appointed by the Company and approved for the purpose by the Depositary, or a valuation by any other means provided that the alternative method of valuation is approved by the Depositary and the alternative must be fully reconciled to the counterparty valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained. Where the Company values an OTC Derivative which is cleared by a clearing counterparty, using the clearing counterparty valuation, or where the Company values an uncleared OTC Derivative using the counterparty valuation, these valuations must be approved or verified by a party who is approved for the purpose by the Depositary and who is independent of the counterparty and the independent verification must be carried out at least weekly. Where the independent party is related to the OTC counterparty and the



risk exposure to the counterparty may be reduced through the provision of collateral, the position must also be subject to verification by an unrelated party to the counterparty on a six month basis.

Alternatively, derivative instruments which are not dealt in or traded on an exchange or market may be valued using an alternative valuation as provided by a competent person appointed by the Directors and approved for the purposes by the Depositary.

- (f) Forward foreign exchange contracts shall be valued at 4.00pm (Greenwich Mean Time) on the Business Day preceding the relevant Dealing Day or, if considered more appropriate, shall be valued in the same manner as derivatives contracts which are not traded in a regulated market.
- (g) Subject to paragraph (a) above units in collective investment schemes shall be valued at the latest available redemption price or net asset value of the units of the relevant collective investment scheme and if bid and offer price is available, at the latest bid price or if consistent with the valuation policy of the Merging Sub-Fund, at a mid or offer price.
- (h) The Directors may value any investment using the amortised cost method in accordance with the requirements of the Central Bank. The intention to use this method of valuing securities will be disclosed in the relevant sections of the Merging Sub-Fund Information Card.



- (i) The Directors may, with the approval of the Depositary, adjust the value of any investment if having regard to its currency, marketability, applicable interest rates, anticipated rates of dividend, maturity, liquidity or any other relevant considerations, they consider that such adjustment is required to reflect the fair value thereof.
- (j) Any value expressed otherwise than in the Base Currency of the Merging Sub-Fund shall be converted into the Base Currency of the Merging Sub-Fund at the exchange rate (whether official or otherwise) which the Directors or the Administrator shall determine to be appropriate.
- (k) Notwithstanding the detailed valuation rules above, the valuation of a specific asset may be carried out under an alternative method of valuation if the Directors deem it necessary. The alternative method of valuation must be approved by the Depositary and the rationale/methodologies used should be clearly documented.

The Directors intend to apply to the Net Asset Value a sum representing a provision for Duties and Charges relating to the acquisition and disposal of investments of the Company.

Notwithstanding that subscription monies, redemption monies and dividend amounts will be held in the Umbrella Cash Account in the name of the Company and treated as assets of and attributable to the Merging Sub-Fund:



any dividend amount payable to a Shareholder will not be taken into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund.  The absence of negligence, fraud or wilful default, every decision taken the Directors or any committee of the Directors, the Administrator or any authorised person on behalf of the Company in calculating the Net set Value of the Merging Sub-Fund or Class or the Net Asset Value per are shall be final and binding on the Company and on present, past or the Shareholders.	Identical
into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund.  The absence of negligence, fraud or wilful default, every decision taken the Directors or any committee of the Directors, the Administrator or any authorised person on behalf of the Company in calculating the Net set Value of the Merging Sub-Fund or Class or the Net Asset Value per are shall be final and binding on the Company and on present, past or	
into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund.  The absence of negligence, fraud or wilful default, every decision taken the Directors or any committee of the Directors, the Administrator or any authorised person on behalf of the Company in calculating the Net set Value of the Merging Sub-Fund or Class or the Net Asset Value per are shall be final and binding on the Company and on present, past or	
into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund.  the absence of negligence, fraud or wilful default, every decision taken the Directors or any committee of the Directors, the Administrator or any authorised person on behalf of the Company in calculating the Net	
into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund.  the absence of negligence, fraud or wilful default, every decision taken the Directors or any committee of the Directors, the Administrator or any	
into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund.  the absence of negligence, fraud or wilful default, every decision taken	
into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund.	
into account as an asset of the Merging Sub-Fund for the purpose	
into account as an asset of the Merging Sub-Fund for the purpose	
Asset Value of the Merging Sub-Fund; and	
of the Merging Sub-Fund for the purpose of determining the Net	
investor were redeemed will not be taken into account as an asset	
Dealing Day of the Merging Sub-Fund as of which Shares of that	
any redemption monies payable to an investor subsequent to the	
to that investor;	
• •	
subsequent to the Valuation Point in respect of the Dealing Day as	
of determining the Net Asset Value of the Merging Sub-Fund until	
into account as an asset of the Merging Sub-Fund for the purpose	
for Shares has been, or is expected to be, received will not be taken	
ing Day of the Merging Sub-Fund in respect of which an application	
	for Shares has been, or is expected to be, received will not be taken into account as an asset of the Merging Sub-Fund for the purpose of determining the Net Asset Value of the Merging Sub-Fund until subsequent to the Valuation Point in respect of the Dealing Day as of which Shares of the Merging Sub-Fund are agreed to be issued to that investor;  any redemption monies payable to an investor subsequent to the Dealing Day of the Merging Sub-Fund as of which Shares of that investor were redeemed will not be taken into account as an asset of the Merging Sub-Fund for the purpose of determining the Net



Minimum	Silver Class - €250	Identical
Initial	I Class - €100,000	
Subscription	Prestige Class - €15,000	
	Classic B Class - €250	
Minimum	N/A	Identical
Holding		
Minimum	A Shareholder may make subsequent subscriptions subject to a minimum	Identical
Transaction	subscription transaction size of €250 for Silver Class and Classic B Class,	
Size	€5,000 for I Class, €500 for Prestige Class.	
Fees / charges	payable by the Shareholder	
Initial Charge/	Silver Class – up to 4%	Identical
subscription	I Class – up to 3%	
fee	Prestige Class – up to 4%	
	Classic B Class – none	
Switching	None	Identical
Fee		
Redemption	None	Identical
Fee		
Contingent Deferred Sales Charge	N/A in respect of the share classes of the Merging Sub-Fund which will merge with the share classes of the Receiving Sub-Fund	N/A in respect of the share classes of the Merging Sub-Fund which will merge with the share classes of the Receiving Sub-Fund
	Marian O. I. Fan Landilla Bassician O. I. Fan L	
Fees payable by	y the Merging Sub-Fund and the Receiving Sub-Fund	
Management	Management Fee  The Company shall pay to the Manager, the Administrator and to the	Identical
Fee	Depositary out of the assets of the Merging Sub-Fund an annual aggregate	



EDECTE A POR		
	fee, accrued at each Valuation Point and payable monthly in arrears, at a	
	rate which shall not exceed 0.28% per annum of the Net Asset Value of the	
	Merging Sub-Fund (plus VAT, if any thereon).	
Investment	Silver Class – 1.60%	Identical
Management	I Class – 0.60%	
Fee	Prestige Class – 1.45%	
ree		
	Classic B Class – 1.80%	
	The Manager shall be entitled to receive out of the assets of the Merging	
	Sub-Fund an annual investment management fee not exceeding 3% per	
	annum of the Net Asset Value of the Merging Sub-Fund (plus VAT, if any)	
	in respect of the investment management services carried out by the	
	Manager (the "investment management fee").	
	Within this maximum permitted limit the Manager's fees may differ between	
	funds and between Classes of the same fund. The current fees charged by	
	the Manager for each class are specified in the relevant Class Information	
	Cards or in the Merging Sub-Fund Information Card. Certain Classes may	
	incur no investment management fee. Fees payable to the Manager shall	
	be accrued at each Valuation Point and shall be calculated and payable	
	weekly in arrears or at such frequency as the parties may agree from time	
	to time. The Management Agreement provides that a minimum annual fee	
	,	
	of €100,000 (or such equivalent amount in other currencies), is payable by	
	the Company to the Manager notwithstanding that it may be in excess of	
	the percentage amount specified above. The Manager is responsible for its	
	own out-of-pocket expenses incurred in the proper performance of its duties	
	or exercise of its powers under the Management Agreement. The	
	investment management fees or a portion thereof may be charged to	



capital. The Merging Sub-Fund may incur incentive fees and this will be outlined in the Supplement of the Merging Sub-Fund.

The Manager, in its entire discretion, may pay some or all of the fees received as commission, retrocession, reduction or rebate to some or all investors, financial intermediaries or distributors, based, inter alia, on the size, nature, timing or commitment of their investment.

# Performance Fee

<u>Note:</u> The Incentive Fee will continue to be calculated in line with the Supplement until the Effective Time. The Merger will represent a crystallisation event – with any Incentive Fee being accrued at the time of the merger crystallising.

Incentive Fee

In addition to the annual investment management fee, the Manager will be paid annually from the Merging Sub-Fund an incentive fee accrued as of each Valuation Point and payable in arrears as of each Calculation Day in respect of the relevant Calculation Period. Consequently the crystallisation frequency at which any accrued incentive fee becomes payable to the Manager is annually. The incentive fee described below may be altered by agreement in writing between the Manager and the Company provided that any such alterations will be notified in advance to Shareholders and any such alterations resulting in an increase in incentive fee will require the prior approval of Shareholders.

The incentive fee is calculated by the Administrator and any calculations are verified by the Depositary and is not open to the possibility of manipulation.

<u>Note:</u> Following the Merger, Shareholders of the Merging Sub-Fund that enter a share class of the Receiving Sub-Fund will have their investment treated as a subscription and they will factor into the Incentive Fee calculation of that share class. No consideration for the prior performance of the Merging Sub-Fund would be applied in this instance.

Incentive Fee

Identical



For the purpose of calculating the incentive fee in respect of a Class, the NAV per Share of that Class will be calculated after deducting all relevant fees and expenses incurred during such Calculation Period including any accrued incentive fees in respect of that Class.

The incentive fee per Share of a Class will be calculated at a rate of 15% of the increase in the NAV per Share of that Class over the last High Water Mark in respect of that Class, subject to the Incentive Fee Cap. No incentive fee will be accrued as of a Valuation Point, or payable as of a Calculation Date, until the NAV per Share of that Class exceeds the High Water Mark in respect of that Class.

Any incentive fee payable to the Manager in respect of a Class as of the last Calculation Day of a Calculation Period will be credited to the Manager as of that Calculation Day and paid within 60 Business Days of the end of Calculation Period.

The incentive fee accrued (if any) will be an amount equal to the incentive fee payable per Share (as detailed above) multiplied by the number of Shares in issue as of the Valuation Point.

The amount of incentive fee earned by the Manager in respect of any Calculation Period will be paid to and retained by the Manager regardless of the subsequent performance of the Merging Sub-Fund. If the determination of the Net Asset Value per Share is suspended on any Dealing Day the calculation of the incentive fees on that date will be based upon the next available determination of the Net Asset Value per Share and the amount of any incentive fees accrued will be adjusted accordingly.



If there are redemptions of Shares on a Dealing Day within a Calculation Period, such redemptions will be paid at the NAV per Share (less any applicable duties and charges) which shall include any accrued incentive fee which shall crystallise as of the relevant Dealing Day. The Manager shall be entitled to receive the incentive fee accrued in relation to such redeemed shares which will be paid to the Manager following the redemption of the Shares.

As the NAV per Share is likely to differ between Share classes, the amount of the incentive fee payable in respect of each Share class may also differ.

Incentive Fees (if any) are calculated based upon the increase in the Net Asset Value per Share, the calculation of which includes net realised and unrealised capital gains plus net realised and unrealised capital losses as at the relevant Valuation Point. As a result, incentive fees may be paid on unrealised gains which may subsequently never be realised.

## **Incentive Fee - Example**

This example deals with accrual and payment of the incentive fee for the Merging Sub-Fund under different performance scenarios.

The NAV per Share at Calculation Day T-1 is equal to €5.00, corresponding to the High Water Mark of the Fund.

The following assumptions at subsequent Valuation Points are made:



- NAV per Share as of the 1<sup>st</sup> Valuation Point of the subsequent Calculation Period T0 is equal to €5.00. Since it does not exceed the High Water Mark, an incentive fee is not accrued.
- 2. NAV per Share as of Valuation Point T1 increases to €5.06. Since it exceeds the High Water Mark, an incentive fee is accrued, equal to the positive difference between the NAV per Share and the High Water Mark (€5.06 €5.00) multiplied by the incentive fee rate (10%)¹ multiplied by the current number of shares in issue for the Share Class (10,000,000). Incentive fee accrual at Valuation Point T1: ((€5.06 €5.00) x 10%) x 10,000,000 Shares = €60,000. €5.06 becomes the High Water Mark of the Fund.
- 3. NAV per Share as of Valuation Point T2 increases to €5.10. Since it exceeds the High Water Mark an incentive fee is accrued. Incentive fee accrual at Valuation Point T2: ((€5.10 €5.06) x 10%) x 10,000,000 Shares = €40,000. €5.10 becomes the High Water Mark of the Fund.
- 4. Then, two different scenarios are assumed on the subsequent Calculation Day T3:
  - a. Positive Performance Scenario: NAV per Share as of Calculation Day T3 decreases to €5.07. Since it does not exceed the High Water Mark an incentive fee is not accrued. Incentive fee payable on the Calculation Day T3 is equal to the sum of the accruals made over the relevant Calculation Period: in this case the incentive fee accrued at Valuation Point T1 (€60,000)

<sup>1</sup> This example contemplates an incentive fee rate of 10%. The actual incentive fee rate applied in respect of a Fund will be as detailed in the relevant Fund Information Card.



plus the incentive fee accrued at Valuation Point T2 (€40,000). Total incentive fee payable at Calculation Day T3 is equal to €100,000. The performance during the Calculation Period is positive: ((€5.07 - €5.00) / €5.00) x 100 = 1.40%.

b. Negative Performance Scenario: NAV per Share as of Calculation Day T3 decreases to €4.95. Since it does not exceed the High Water Mark an incentive fee is not accrued. Incentive fee payable on the Calculation Day T3 is equal to the sum of the accruals made over the relevant Calculation Period: in this case €100,000, the same as at point a). The performance during the Calculation Period is negative: ((€4.95 - €5.00) / €5.00) x 100 = -1.00%.

	Incentive Fee – Example									
Relevant Date	NAV per Share	Calculation Period Performanc e	HWMA	Positive Delta GAV vs HWMA	Incentiv e Fee Rate	Number of Shares	Incen tive Fee Accru ed	Total Incentiv e Fee Payable		
Calculation Day (T-1)	€5.00	-	€5.00	-	-	-	-	-		
1st Valuation Point of Calculation Period (T0)	€5.00	-	€5.00	€0.00	10%	10,000,0	€0.00	-		
Valuation Point (T1)	€5.06	-	€5.00	€0.06	10%	10,000,0 00	€60,0 00.00	-		
Valuation Point (T2)	€5.10	-	€5.06	€0.04	10%	10,000,0 00	€40,0 00.00	-		
Calculation Day (T3) - Positive Performanc e a)	€5.07	1.40%	€5.10	€0.00	10%	10,000,0	€0.00	€100,00 0		



	Calculation Day (T3) - Positive Performanc e b)	€4.95	-1.00%	€5.10	€0.00	10%	10,000,0 00	€0.00	€100,00 0
		<sup>4</sup> The incentive fee payable in respect of a Class will be subject to an Incentive Fee Cap. The							
	actual Incentive Fee Cap rate applied in respect of the Merging Sub-Fund is detailed in the								
Administrati		relevant Fund Information Card.  The Company shall pay to the Manager, the Administrator and to the						d to the	
n / Registrar		-			_				
and Transfe		Depositary out of the assets of the Merging Sub-Fund an annual aggregate fee, accrued at each Valuation Point and payable monthly in arrears, at a							
Agent Fees	rate which	h shall r	not exceed	0.28% p	er annu	m of the	Net Ass	set Val	ue of the
	Merging	Sub-Fu	nd (plus VA	AT, if any	thereor	າ).			
	T. 0	,	0						
		The Company's Correspondent Banks offer a nominee registration service							
		for Shareholders. An additional transfer agency fee payable to the							
		Administrator of up to Euro 40,000 per annum, may be deducted where investors in the Merging Sub-Fund or Class are directly registered on the							
			ster of Shar			o aro an	oony 10	giotoro	u 011 1110
	-   -	, 5							
	The Adm	inistrato	or shall also	be enti	led to be	e repaid	out of th	ne asse	ets of the
	Merging	Sub-Fur	nd all of its	reasona	ble out-	of-pocke	t expens	ses inc	urred on
	behalf of	the Me	erging Sub	-Fund w	hich sha	all includ	de legal	fees,	couriers'
	fees and	telecon	nmunicatio	n costs a	and expe	enses.			



Depositary /	The Company shall pay to the Manager, the Administrator and to the	Identical
Trustee / Sub-	Depositary out of the assets of the Merging Sub-Fund an annual aggregate	
Custodian	fee, accrued at each Valuation Point and payable monthly in arrears, at a	
Fee	rate which shall not exceed 0.28% per annum of the Net Asset Value of the	
	Merging Sub-Fund (plus VAT, if any thereon).	
	The Depositary shall also be entitled to be repaid all of its disbursements	
	out of the assets of the Merging Sub-Fund, including legal fees, couriers'	
	fees and telecommunication costs, transaction charges and expenses and	
	the fees, transaction charges and expenses of any sub-custodian appointed	
	by it which shall be at normal commercial rates.	
Marketing	N/A	Identical
Fee		
	None	Identical
General	None	identical
Distributor		
Fee		
Service Provide	ers	
Managament	ANIMA SGR S.p.A.	Identical
Management		
Company		
Investment	ANIMA SGR S.p.A.	Identical
Manager		
Depositary	State Street Custodial Services (Ireland) Limited	Identical
	·	



		T
Administrator	State Street Fund Services (Ireland) Limited	Identical
Dividends	It is intended that dividends may be declared only in respect of Class I Dis,	Identical
	and no other Class of the Merging Sub-Fund. The Directors in their sole	
	discretion may determine to declare distributions. Distributions, if declared,	
	will be declared up to the second Dealing Day in December in each year.	
	Any distribution date shall be within four months of the declaration date.	
	The Merging Sub-Fund may pay dividends to Class I Dis out of net	
	investment income and realised and unrealised profits on the disposal of	
	investments less realised and unrealised losses (including fees and	
	expenses). In addition, the Merging Sub-Fund may pay dividends to Class	
	I Dis out of net investment income and/or capital. The rationale for providing	
	for the payment of dividends out of capital is to allow the Merging Sub-Fund	
	the ability to provide a stable and consistent level of distribution to investors	
	seeking income oriented investment solutions.	
	The Company is not obliged to communicate an expected dividend rate per	
	share to Shareholders and prospective investors, and although it may	
	choose to do so from time to time, investors should note that any such rate	
	may vary with market conditions. There can be no guarantee that any rate	
	will be achieved, and in the event that there is insufficient distributable	
	income, gains or capital in the Merging Sub-Fund to meet a specific level,	
	investors in the Fund may receive no distribution or a lower level	
	distribution.	
Risk Factors	Credit Risk: the risk that the issuer of a debt instrument may default, in	Identical
(KID) - Please	whole or in part, on its obligation to repay the full capital amount invested	
refer to the	and/or the interest thereon.	
risks section		



of the	Risks associated with investing in derivative financial instruments: the	
prospectus	risk that the strategies implemented through the use of derivative financial	
for each of	instruments may cause substantial losses.	
the Merging		
Sub-Fund		
and the		
Receiving		
Sub-Fund for		
a full		
disclosure of		
the risks.		
Periodic	The Company will prepare an annual report and audited accounts as of 31	Identical
Reporting	December in each year and a half-yearly report and unaudited accounts as	
	of 30 June in each year. Copies of the audited annual report and accounts	
	of the Company will be made available to Shareholders via the following	
	website address www.animafunds.ie within a timely fashion after the end of	
	the relevant financial period. Hard copies of the annual report and half-	
	yearly report and unaudited accounts will be provided to Shareholders free	
	of charge on request and will be available to the public at the registered	
	office of the Company in Ireland.	



#### **APPENDIX C**

# ANIMA FUNDS PLC (THE "COMPANY") NOTICE OF EXTRAORDINARY GENERAL MEETING OF ANIMA STAR HIGH POTENTIAL ITALY (THE "MERGING SUB-FUND")

**NOTICE** is hereby given that an Extraordinary General Meeting of the Merging Sub-Fund will be held at the registered office of the company secretary to the Company at 33 John Rogerson's Quay, Dublin 2, Ireland on 11 March 2024 at 10:00 AM (Irish time) for the purpose of considering and if thought fit passing the following resolution as a Special Resolution:

#### 1. That:

- A. the merger (the "Merger"), the terms of which are set out in a circular dated 14 February 2024 (the "Circular") produced to the Meeting to provide for the transfer of the assets and liabilities of the Merging Sub-Fund to ANIMA Star High Potential Europe, (the "Receiving Sub-Fund"), a sub-fund of ANIMA Funds plc, in consideration of Shareholders of the Merging Sub-Fund on the register of shareholders of the Merging Sub-Fund on the date of implementation of the Merger being issued shares in the Receiving Sub-Fund in accordance with the terms of the Circular, be and is hereby approved; and
- B. the directors of the Company be and are hereby authorised, on behalf of the Company and the Merging Sub-Fund, to enter into and give effect to any and all documents, deeds and/or agreements and to do any act or thing, requisite or desirable, in the opinion of the directors of the Company, for the purpose of carrying the Merger into effect.

#### 2. That, subject to passing of Resolution 1 above:

A. all shares of the Merging Sub-Fund shall (subject to the terms of the Merger) be deemed to have been redeemed following the issue of shares in the Receiving Sub-Fund to those shareholders of the Merging Sub-Fund who are on the register of shareholders of the Merging Sub-Fund at the Effective Time.

In the event that a quorum is not present at the Extraordinary General Meeting, it shall be adjourned to 12 March 2024 at the same time and place. Shareholders present at the second extraordinary general meeting / adjourned meeting (whatever their number) will form a quorum. This Notice shall be deemed to constitute due notice of any such adjourned meeting within the meaning of the Memorandum and Articles of Association of the Company.



Director

For and on behalf of ANIMA Funds pic

14 February 2024

Note: A Shareholder entitled to attend and vote at the above meeting is entitled to appoint a proxy or proxies to attend and vote in his stead. A proxy need not be a Shareholder. To be valid, the completed proxy should be received at the registered office of the company secretary of the Company at 33 John Rogerson's Quay, Dublin 2, Ireland, not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.



#### **FORM OF PROXY**

#### **ANIMA FUNDS PLC**

(THE "COMPANY")

#### NOTICE OF EXTRAORDINARY GENERAL MEETING OF

#### ANIMA STAR HIGH POTENTIAL ITALY

(THE "MERGING SUB-FUND")

Merging Sub-Fund, hereby appoint the Chairperson (note 1) of the
el McKeever of Tudor Trust Limited of 33 John Rogerson's Quay, Dublir
thorised representative of Tudor Trust Limited of 33 John Rogerson's
my/our proxy to vote for me/us on my/our behalf at the Extraordinary
Sub-Fund to be held at 33 John Rogerson's Quay, Dublin 2, Ireland, or
sh time) and at any adjournment thereof.
Date:
1

Please indicate with an "X" in the spaces below how you wish your vote to be cast. If you wish to split the vote or only vote some of your shares, please write the required number of shares that are voting next to the relevant voting boxes below.



SPE	CIAL RESOL	UTION	FOR	AGAINST	ABSTAIN
1.	That:	and the company of th			
	are 202- ing and ANII ceiv Fun- of th shai the c ing i	merger (the "Merger"), the terms of which set out in a circular dated 14 February 4 (the "Circular") produced to the Meetto provide for the transfer of the assets liabilities of the Merging Sub-Fund to MA Star High Potential Europe (the "Reing Sub-Fund"), a sub-fund of ANIMA ds plc, in consideration of shareholders he Merging Sub-Fund on the register of reholders of the Merging Sub-Fund on date of implementation of the Merger bessued shares in the Receiving Sub-Fund coordance with the terms of the Circular, and is hereby approved; and			
	here pany into dee or th of th	directors of the Company be and are by authorised, on behalf of the Comy and the Merging Sub-Fund, to enter and give effect to any and all documents, ds and/or agreements and to do any act hing, requisite or desirable, in the opinion he directors of the Company, for the pure of carrying the Merger into effect.			
2.	That, subjec	t to passing of Resolution 1 above:			
	(sub deel the Fun- Sub hold	shares of the Merging Sub-Fund shall bject to the terms of the Merger) be med to have been redeemed following issue of shares in the Receiving Subdite to those shareholders of the Merging-Fund who are on the register of shareers of the Merging Sub-Fund at the Efve Time.			



#### **Notes to Form of Proxy**

- A Shareholder may appoint a proxy of his own choice. If the appointment is made, delete the
  words "the Chairman of the Meeting" and insert the name of the persons appointed as proxy
  in the space provided. A person appointed to act as a proxy need not be a Shareholder.
- 2. If the Shareholder does not insert a proxy of his/her own choice it shall be assumed that they wish to appoint the Chairperson of the meeting to act for them.
- If the Shareholder returns this form appointing the Chairman of the meeting to act for them
  without any indication as to how the Chairman should vote, it shall be assumed that they wish
  to vote in favour of the resolutions.
- 4. If the appointer is a corporation, this form must be under the common seal of the corporation or under the hand of some officer or attorney duly authorised on the corporation's behalf.
- 5. In the case of joint Shareholders, the signature of any one Shareholder will be sufficient, but the names of all the joint Shareholders should be stated.
- 6. If this form is returned without any indication as to how the person appointed proxy shall vote he will exercise his discretion as to how he votes or whether he abstains from voting.
- 7. To be valid, this form, including notarially certified copy of such power or authority must be completed and deposited by post, courier, email at <a href="mailto:Rachel.mckeever@dilloneustace.ie">Rachel.mckeever@dilloneustace.ie</a> not later than 48 hours before the time fixed for holding the meeting or adjourned meeting.
- 8. If the instrument appointing a proxy is signed under power of attorney, please ensure that you enclose an original or a notarially copy of such power of attorney with your proxy form.
  - The "Abstain" option in the voting instructions on the proxy form is provided to enable a member to abstain from voting on any particular resolution. An abstention is not a vote in accordance with law and will not be counted in calculating the proportion of votes cast "for" or "against" a particular resolution.
  - Any alterations made to this form must be initialled to be valid.



#### **APPENDIX D**

# **KEY INFORMATION DOCUMENTS**



## Key Information Document (KID)

This document provides you with key information about this investment product. It is not marketing material. The information is required by law to help you understand the nature, risks, costs, potential gains and losses of this product and to help you compare it with other products.

# Product

# ANIMA Star High Potential Europe - Class Classic B

ANIMA Star High Potential Europe (the "Fund"), a sub-fund of ANIMA Funds plc. Classic B Class Shares ISIN: IE00B7FN3F89 (the "Shares")

ANIMA Funds plc has appointed ANIMA SGR S.p.A., as its UCITS management company (the "Manager or the "PRIIP Manufacturer"), part of the ANIMA Holding S.p.A. group of companies. For further details contact: +39 02 806381

Website: www.animasgr.it

This Fund is authorised in Ireland and regulated by the Central Bank of Ireland. The PRIIP Manufacturer is authorised in Italy and regulated by Bank of Italy.

The information contained in the KID is accurate as at 28/02/2023

# What is this product?

Type: The Fund is a sub-fund of ANIMA Funds plc (the "Company"), an open-ended investment company with variable capital incorporated in Ireland and authorised by the Central Bank of Ireland as a UCITS. The assets of the Fund are segregated from those of other sub-funds and cannot be used to pay the debts of other sub-funds of the Company.

Term: The Company has an unlimited life and there is no maturity date for this Fund.

Investment Objective: The objective of the Fund is to provide an absolute rate of return, while seeking long-term capital appreciation. The Fund is actively managed without reference to any benchmark.

The Fund will invest in financial instruments of any type.

The equity component of the portfolio to which the fund may be directly invested may reach 100% of the Fund's portfolio and will mainly comprise of European equities.

The weightings of the asset classes of the Fund's investment portfolio are dynamically managed, depending on the Manager's view and market

The overall exposure of the Fund (including derivatives) to the equity market will be between -100% and +200% of the net asset value.

The bond portfolio is exposed both to government and corporate bonds.

Financial instruments are denominated mainly in European currencies.

The currency exposure is actively managed. The Fund is exposed to exchange rate risk.

The Fund may enter into stock lending arrangements for efficient portfolio management purposes, and/or may use Financial Derivative Instruments for (i) hedging, (ii) risk reduction and/or (iii) investment purposes. The Fund may use financial leverage to increase the amount invested in financial instruments to twice the value of the Fund's net asset value. This means that if there are changes in the prices of the financial instruments the Fund could either gain or lose twice as much as it would gain or lose without using financial leverage.

No dividend is payable on the Shares. Income earned by the Fund will be retained by the Fund and will be reflected in the value of your Shares.

Intended retail investor: This Fund is suitable for retail and institutional investors identified on the basis of the following characteristics:

- o is an Investor willing to keep the investment for a period of time not less than 5 years; accordingly, the Fund is suitable for Investors with a time horizon medium;
- is an Investor who can bear total capital loss as the Fund is not guaranteed and has a medium risk class and a medium risk tolerance;
- is an Investor looking for capital growth.

The Depositary of the Fund is State Street Custodial Services (Ireland) Limited.

Copies of the Prospectus (including the Fund Information Card) and the annual and half-yearly reports of the Company may be obtained from the Administrator, free of charge, or by visiting www.animasgr.it. These documents are available in English. The Net Asset Value ("NAV") of the Fund is calculated in Euro. The NAV per Share will be available from the Administrator and will also be published on www.animasgr.it each time it is

# What are the risks and what could I get in return?





The risk indicator assumes you keep the Fund for 5 years, in accordance with the recommended holding period. The actual risk can vary significantly if you cash in at an early stage and you may get back less. You may not be able to sell your product easily or you may have to sell at a price that significantly impacts on how much you get back. The summary risk indicator is a guide to the level of risk of this product compared to other products. It shows how likely it is that the product will lose money because of movements in the markets or because we are not able to pay you. We have classified this product as 4 out of 7, which is a medium risk class. This rates the potential losses from future performance at a medium level, and poor market conditions could impact the capacity to repay the initial capital amount invested.

Other risks that are materially relevant to the Fund and which are not adequately captured in the summary risk indicator:

- O Credit Risk: the risk that the issuer of a debt instrument may default, in whole or in part, on its obligation to repay the full capital amount invested and/or the interest thereon
- O Risks associated with investing in derivative financial instruments: the risk that the strategies implemented through the use of derivative financial instruments may cause substantial losses.

This product does not include any protection from future market performance so you could lose some or all of your investment.

#### Performance scenarios (data as at 31/01/23)

What you will get from this product depends on future market performance. Market developments in the future are uncertain and cannot be accurately predicted.

The unfavourable, moderate, and favourable scenarios shown are illustrations using the worst, average, and best performance of the product over the last 10 years.

<b>Example Investmer</b>	nt:	Single investme	ent: 10,000 Euro
Scenarios		If you exit after 1 year	If you exit after 5 years
Minimum	There is no minimum guaranteed return. You could	lose some or all of your investment.	•
Chunan	What you might get back after costs	7,880 Euro	7,530 Euro
Stress	Average return each year	-21.20%	-5.52%
	What you might get back after costs	9,400 Euro	9,650 Euro
Unfavourable	Average return each year	-6.00%	-0.71%
Madauta	What you might get back after costs	10,270 Euro	11,140 Euro
Moderate	Average return each year	2.70%	2.18%
- avourable	What you might get back after costs	11,450 Euro	12,130 Euro
	Average return each year	14.50%	3.94%

The Unfavourable scenario occurred for an investment of the product between February 2015 and February 2020.

The Moderate scenario occurred for an investment of the product between August 2013 and August 2018.

The Favourable scenario occurred for an investment of the product between October 2016 and October 2021.

The Stress scenario shows what you might get back in extreme market circumstances.

The figures shown include all the costs of the product itself [but may not include all the costs that you pay to your advisor or distributor/and includes the costs of your advisor or distributor]. The figures do not take into account your personal tax situation, which may also affect how

# What happens if ANIMA SGR S.p.A. on behalf of the Fund is unable to pay

The PRIIP Manufacturer has no obligation to make any payment to you. The Company is not required to make any payment to you in respect of your investment. If the Company shall be wound up or dissolved, the assets available for distribution among the holders of the participating shares shall be distributed in accordance with the respective interests in the respective sub-funds. There is no compensation or guarantee scheme in place that applies to the Company and, if you invest in the Company, you should be prepared to assume the risk that you could lose all of your investment.

# What are the costs?

The person advising on or selling you this product may charge you other costs. If so, this person will provide you with information about these costs and how they affect your investment.

#### Table 1 - Costs over time:

The tables show the amounts that are taken from your investment to cover different types of costs. These amounts depend on how much you invest, how long you hold the product and, if applicable, how well the product does. The amounts shown here are illustrations based on an example investment amount and different possible investment periods.

- O In the first year you would get back the amount that you invested (0% annual return). For the other holding periods we have assumed the product performs as shown in the moderate scenario;
- 10,000 Euro is invested.

	Single investment: 10,000 Euro				
	If you exit after 1 year	If you exit after 5 years			
Total costs	374 Euro	2,108 Euro			
Annual cost impact (*)	3.7%	3.6%			

(\*) This illustrates how costs reduce your return each year over the holding period. For example, it shows that if you exit at the recommended holding period your average return per year is projected to be 5.7% before costs and 2.1% after costs. We may share part of the costs with the person selling you the product to cover the services they provide to you.

Table 2 - Composition of Costs

Table 2 - Composition of Costs			
		Single investment: 10,000 Euro	
One-off costs upon entry or exit		If you exit after 1 year	
Entry charge	We do not charge an entry fee for this product.	0 Euro	
Exit charge	We do not charge an exit fee for this product.	Up to 25 Euro (other applicable cost)	
Ongoing costs [taken each	year]	If you exit after 1 year	
Management fees and other administrative or operating costs	1.99% of the value of your investment per year. This is an estimate based on actual costs over the last year.	199 Euro	
Transaction costs	1.09% of the value of your investment per year. This is an estimate of the costs incurred when we buy and sell the underlying investments for the product. The actual amount will vary depending on how much we buy and sell.	109 Euro	
Incidental costs taken unde	Incidental costs taken under specific conditions		
Performance fees [and carried interest]	0.41% of the value of your investment per year. The Performance Fee is calculated and accrued daily at a rate of 15% of any increase in the value of each of the Shares above the previous highest value. The actual amount will vary depending on how well your investment performs. The aggregated cost estimation above includes the average over the last 5 years.	41 Euro	

# How long should I hold it and can I take money out early?

Recommended holding period: 5 years
The Recommended Holding Period is defined according to the Fund's objectives, investment characteristics and risk profile.
You can ask the Fund to buy back your Shares on any business day, in accordance with the provisions of the Prospectus, whether full or partial repayment of the Shares held is required.

Any exit from the Fund before the end of the recommended holding period could have an impact on the risk or performance profile.

There are no early exit costs to pay, however, the relevant Local Paying Agent may charge other expenses.

# How can I complain?

The complaint must contain the client's identification details, the reasons for the request and it has to be signed by the Client or his delegate. The complaint, together with any related supporting documentation, a copy of the customer's identity document and any proxy, must be addressed

ANIMA SGR S.p.A. - Servizio Compliance Corso Garibaldi, 99 - 20121 Milano with one of the following methods:

E-mail address: reclami@animasgr.it; O Certified Mail: anima@pec.animasgr.it.

The final outcome of the complaint, containing the decisions of the PRIIP Manufacturer, is notified within 60 days, in writing, by registered letter or by certified mail.

### Other relevant information

Information on the Fund's past performance, covering the past ten years where available, is provided at the following link: https://www.animasgr.it/EN/products/pages/past-performance.aspx?isin=IE00B7FN3F89&lang=en.

Monthly performance scenario calculations are available at the following link: https://www.animasgr.it/EN/products/pages/Performancescenarios.aspx?isin=IE00B7FN3F89&lang=en.



## Key Information Document (KID)

#### Purpose

This document provides you with key information about this investment product. It is not marketing material. The information is required by law to help you understand the nature, risks, costs, potential gains and losses of this product and to help you compare it with other products.

# **Product**

# **ANIMA Star High Potential Europe - Class Prestige**

ANIMA Star High Potential Europe (the "Fund"), a sub-fund of ANIMA Funds plc.
Prestige Class Shares ISIN: IE0008003968 (the "Shares")

ANIMA Funds plc has appointed ANIMA SGR S.p.A., as its UCITS management company (the "Manager" or the "PRIIP Manufacturer"), part of the ANIMA Holding S.p.A. group of companies.

For further details contact: +39 02 806381 Website: www.animasgr.it

This Fund is authorised in Ireland and regulated by the Central Bank of Ireland. The PRIIP Manufacturer is authorised in Italy and regulated by Bank of Italy.

The information contained in the KID is accurate as at 28/02/2023

# What is this product?

Type: The Fund is a sub-fund of ANIMA Funds plc (the "Company"), an open-ended investment company with variable capital incorporated in Ireland and authorised by the Central Bank of Ireland as a UCITS. The assets of the Fund are segregated from those of other sub-funds and cannot be used to pay the debts of other sub-funds of the Company.

Term: The Company has an unlimited life and there is no maturity date for this Fund.

**Investment Objective:** The objective of the Fund is to provide an absolute rate of return, while seeking long-term capital appreciation. The Fund is actively managed without reference to any benchmark.

The Fund will invest in financial instruments of any type.

The equity component of the portfolio to which the fund may be directly invested may reach 100% of the Fund's portfolio and will mainly comprise of European equities.

The weightings of the asset classes of the Fund's investment portfolio are dynamically managed, depending on the Manager's view and market conditions

The overall exposure of the Fund (including derivatives) to the equity market will be between -100% and +200% of the net asset value.

The bond portfolio is exposed both to government and corporate bonds.

Financial instruments are denominated mainly in European currencies.

The currency exposure is actively managed. The Fund is exposed to exchange rate risk.

The Fund may enter into stock lending arrangements for efficient portfolio management purposes, and/or may use Financial Derivative Instruments for (i) hedging, (ii) risk reduction and/or (iii) investment purposes. The Fund may use financial leverage to increase the amount invested in financial instruments to twice the value of the Fund's net asset value. This means that if there are changes in the prices of the financial instruments the Fund could either gain or lose twice as much as it would gain or lose without using financial leverage.

No dividend is payable on the Shares. Income earned by the Fund will be retained by the Fund and will be reflected in the value of your Shares.

Intended retail investor: This Fund is suitable for retail and institutional investors identified on the basis of the following characteristics:

- is an Investor willing to keep the investment for a period of time not less than 5 years; accordingly, the Fund is suitable for Investors with a time horizon medium;
- is an Investor who can bear total capital loss as the Fund is not guaranteed and has a medium risk class and a medium risk tolerance;
- is an Investor looking for capital growth.

The Depositary of the Fund is State Street Custodial Services (Ireland) Limited.

Copies of the Prospectus (including the Fund Information Card) and the annual and half-yearly reports of the Company may be obtained from the Administrator, free of charge, or by visiting www.animasgr.it. These documents are available in English. The Net Asset Value ("NAV") of the Fund is calculated in Euro. The NAV per Share will be available from the Administrator and will also be published on www.animasgr.it each time it is calculated.

# What are the risks and what could I get in return?





The risk indicator assumes you keep the Fund for 5 years, in accordance with the recommended holding period. The actual risk can vary significantly if you cash in at an early stage and you may get back less. You may not be able to sell your product easily or you may have to sell at a price that significantly impacts on how much you get back. The summary risk indicator is a guide to the level of risk of this product compared to other products. It shows how likely it is that the product will lose money because of movements in the markets or because we are not able to pay you. We have classified this product as 4 out of 7, which is a medium risk class. This rates the potential losses from future performance at a medium level, and poor market conditions could impact the capacity to repay the initial capital amount invested.

Other risks that are materially relevant to the Fund and which are not adequately captured in the summary risk indicator:

- O Credit Risk: the risk that the issuer of a debt instrument may default, in whole or in part, on its obligation to repay the full capital amount invested and/or the interest thereon
- O Risks associated with investing in derivative financial instruments: the risk that the strategies implemented through the use of derivative financial instruments may cause substantial losses.

This product does not include any protection from future market performance so you could lose some or all of your investment.

#### Performance scenarios (data as at 31/01/23)

What you will get from this product depends on future market performance. Market developments in the future are uncertain and cannot be accurately predicted.

The unfavourable, moderate, and favourable scenarios shown are illustrations using the worst, average, and best performance of the product over the last 10 years.

<b>Example Investmen</b>	nt:	Single investme	Single investment: 10,000 Euro	
Scenarios		If you exit after 1 year	If you exit after 5 years	
Minimum	There is no minimum guaranteed return. You could I	There is no minimum guaranteed return. You could lose some or all of your investment.		
Chunna	What you might get back after costs	7,580 Euro	7,210 Euro	
Stress	Average return each year	-24.20%	-6.33%	
Unfavourable	What you might get back after costs	9,040 Euro	9,410 Euro	
	Average return each year	-9.60%	-1.21%	
Madauta	What you might get back after costs	9,860 Euro	10,860 Euro	
Moderate	Average return each year	-1.40%	1.66%	
Farrannahla	What you might get back after costs	10,980 Euro	11,790 Euro	
Favourable	Average return each year	9.80%	3.35%	

The Unfavourable scenario occurred for an investment of the product between February 2015 and February 2020.

The Moderate scenario occurred for an investment of the product between August 2013 and August 2018.

The Favourable scenario occurred for an investment of the product between October 2016 and October 2021.

The Stress scenario shows what you might get back in extreme market circumstances.

The figures shown include all the costs of the product itself [but may not include all the costs that you pay to your advisor or distributor/and includes the costs of your advisor or distributor]. The figures do not take into account your personal tax situation, which may also affect how

# What happens if ANIMA SGR S.p.A. on behalf of the Fund is unable to pay

The PRIIP Manufacturer has no obligation to make any payment to you. The Company is not required to make any payment to you in respect of your investment. If the Company shall be wound up or dissolved, the assets available for distribution among the holders of the participating shares shall be distributed in accordance with the respective interests in the respective sub-funds. There is no compensation or guarantee scheme in place that applies to the Company and, if you invest in the Company, you should be prepared to assume the risk that you could lose all of your investment.

# What are the costs?

The person advising on or selling you this product may charge you other costs. If so, this person will provide you with information about these costs and how they affect your investment.

#### Table 1 - Costs over time:

The tables show the amounts that are taken from your investment to cover different types of costs. These amounts depend on how much you invest, how long you hold the product and, if applicable, how well the product does. The amounts shown here are illustrations based on an example investment amount and different possible investment periods.

- O In the first year you would get back the amount that you invested (0% annual return). For the other holding periods we have assumed the product performs as shown in the moderate scenario;
- 10,000 Euro is invested.

	Single investment: 10,000 Euro		
If you exit after 1 year If you exit after 5 year			
Total costs	767 Euro	2,319 Euro	
Annual cost impact (*)	7.7%	4.1%	

(\*) This illustrates how costs reduce your return each year over the holding period. For example, it shows that if you exit at the recommended holding period your average return per year is projected to be 4.9% before costs and 0.7% after costs.

We may share part of the costs with the person selling you the product to cover the services they provide to you. These figures include the maximum distribution fee that the person selling you the product may charge (4.00% of amount invested. Single investment 400 Euro). This person will inform you of the actual distribution fee.

Table 2 - Composition of Costs

		Single investment: 10,000 Euro If you exit after 1 year
Entry charge	4.00% of the amount you pay in when entering this investment.	Up to 425 Euro (including any other applicable cost)
Exit charge	We do not charge an exit fee for this product.	Up to 25 Euro (other applicable cost)
Ongoing costs [taken each	year]	If you exit after 1 year
Management fees and other administrative or operating costs	1.62% of the value of your investment per year. This is an estimate based on actual costs over the last year.	162 Euro
Transaction costs	1.09% of the value of your investment per year. This is an estimate of the costs incurred when we buy and sell the underlying investments for the product. The actual amount will vary depending on how much we buy and sell.	109 Euro
Incidental costs taken unde	r specific conditions	If you exit after 1 year
Performance fees [and carried interest]	0.46% of the value of your investment per year. The Performance Fee is calculated and accrued daily at a rate of 15% of any increase in the value of each of the Shares above the previous highest value. The actual amount will vary depending on how well your investment performs. The aggregated cost estimation above includes the average over the last 5 years.	46 Euro

# How long should I hold it and can I take money out early?

#### Recommended holding period: 5 years

The Recommended Holding Period is defined according to the Fund's objectives, investment characteristics and risk profile.

You can ask the Fund to buy back your Shares on any business day, in accordance with the provisions of the Prospectus, whether full or partial repayment of the Shares held is required.

Any exit from the Fund before the end of the recommended holding period could have an impact on the risk or performance profile. There are no early exit costs to pay, however, the relevant Local Paying Agent may charge other expenses.

# How can I complain?

The complaint must contain the client's identification details, the reasons for the request and it has to be signed by the Client or his delegate. The complaint, together with any related supporting documentation, a copy of the customer's identity document and any proxy, must be addressed

ANIMA SGR S.p.A. - Servizio Compliance Corso Garibaldi, 99 - 20121 Milano

with one of the following methods:

• E-mail address: reclami@animasgr.it;

O Certified Mail: anima@pec.animasgr.it.

The final outcome of the complaint, containing the decisions of the PRIIP Manufacturer, is notified within 60 days, in writing, by registered letter or by certified mail.

# Other relevant information

Information on the Fund's past performance, covering the past ten years where available, is provided at the following link: https://www.animasgr.it/EN/products/pages/past-performance.aspx?isin=IE0008003968&lang=en. Monthly performance scenario calculations are available at the following link: https://www.animasgr.it/EN/products/pages/Performance-scenarios.aspx?isin=IE0008003968&lang=en.



## Key Information Document (KID)

This document provides you with key information about this investment product. It is not marketing material. The information is required by law to help you understand the nature, risks, costs, potential gains and losses of this product and to help you compare it with other products.

# Product

# ANIMA Star High Potential Europe - Class Silver

ANIMA Star High Potential Europe (the "Fund"), a sub-fund of ANIMA Funds plc.
Silver Class Shares ISIN: IE00B07Q3W33 (the "Shares")

ANIMA Funds plc has appointed ANIMA SGR S.p.A., as its UCITS management company (the "Manager or the "PRIIP Manufacturer"), part of the ANIMA Holding S.p.A. group of companies. For further details contact: +39 02 806381

Website: www.animasgr.it

This Fund is authorised in Ireland and regulated by the Central Bank of Ireland. The PRIIP Manufacturer is authorised in Italy and regulated by Bank of Italy.

The information contained in the KID is accurate as at 28/02/2023

# What is this product?

Type: The Fund is a sub-fund of ANIMA Funds plc (the "Company"), an open-ended investment company with variable capital incorporated in Ireland and authorised by the Central Bank of Ireland as a UCITS. The assets of the Fund are segregated from those of other sub-funds and cannot be used to pay the debts of other sub-funds of the Company.

Term: The Company has an unlimited life and there is no maturity date for this Fund.

Investment Objective: The objective of the Fund is to provide an absolute rate of return, while seeking long-term capital appreciation. The Fund is actively managed without reference to any benchmark.

The Fund will invest in financial instruments of any type.

The equity component of the portfolio to which the fund may be directly invested may reach 100% of the Fund's portfolio and will mainly comprise of European equities.

The weightings of the asset classes of the Fund's investment portfolio are dynamically managed, depending on the Manager's view and market

The overall exposure of the Fund (including derivatives) to the equity market will be between -100% and +200% of the net asset value.

The bond portfolio is exposed both to government and corporate bonds.

Financial instruments are denominated mainly in European currencies.

The currency exposure is actively managed. The Fund is exposed to exchange rate risk.

The Fund may enter into stock lending arrangements for efficient portfolio management purposes, and/or may use Financial Derivative Instruments for (i) hedging, (ii) risk reduction and/or (iii) investment purposes. The Fund may use financial leverage to increase the amount invested in financial instruments to twice the value of the Fund's net asset value. This means that if there are changes in the prices of the financial instruments the Fund could either gain or lose twice as much as it would gain or lose without using financial leverage.

No dividend is payable on the Shares. Income earned by the Fund will be retained by the Fund and will be reflected in the value of your Shares.

Intended retail investor: This Fund is suitable for retail and institutional investors identified on the basis of the following characteristics:

- o is an Investor willing to keep the investment for a period of time not less than 5 years; accordingly, the Fund is suitable for Investors with a time horizon medium;
- is an Investor who can bear total capital loss as the Fund is not guaranteed and has a medium risk class and a medium risk tolerance;
- is an Investor looking for capital growth.

The Depositary of the Fund is State Street Custodial Services (Ireland) Limited.

Copies of the Prospectus (including the Fund Information Card) and the annual and half-yearly reports of the Company may be obtained from the Administrator, free of charge, or by visiting www.animasgr.it. These documents are available in English. The Net Asset Value ("NAV") of the Fund is calculated in Euro. The NAV per Share will be available from the Administrator and will also be published on www.animasgr.it each time it is

# What are the risks and what could I get in return?





The risk indicator assumes you keep the Fund for 5 years, in accordance with the recommended holding period. The actual risk can vary significantly if you cash in at an early stage and you may get back less. You may not be able to sell your product easily or you may have to sell at a price that significantly impacts on how much you get back. The summary risk indicator is a guide to the level of risk of this product compared to other products. It shows how likely it is that the product will lose money because of movements in the markets or because we are not able to pay you. We have classified this product as 4 out of 7, which is a medium risk class. This rates the potential losses from future performance at a medium level, and poor market conditions could impact the capacity to repay the initial capital amount invested.

Other risks that are materially relevant to the Fund and which are not adequately captured in the summary risk indicator:

- O Credit Risk: the risk that the issuer of a debt instrument may default, in whole or in part, on its obligation to repay the full capital amount invested and/or the interest thereon;
- O Risks associated with investing in derivative financial instruments: the risk that the strategies implemented through the use of derivative financial instruments may cause substantial losses.

This product does not include any protection from future market performance so you could lose some or all of your investment.

#### Performance scenarios (data as at 31/01/23)

What you will get from this product depends on future market performance. Market developments in the future are uncertain and cannot be accurately predicted.

The unfavourable, moderate, and favourable scenarios shown are illustrations using the worst, average, and best performance of the product over the last 10 years.

Example Investmen	nt:	Single investment: 10,000 Euro		
Scenarios		If you exit after 1 year	If you exit after 5 years	
Minimum	There is no minimum guaranteed return. You could	There is no minimum guaranteed return. You could lose some or all of your investment.		
Chusas	What you might get back after costs	7,550 Euro	7,210 Euro	
Stress	Average return each year	-24.50%	-6.33%	
Unfavourable	What you might get back after costs	9,000 Euro	9,250 Euro	
	Average return each year	-10.00%	-1.55%	
Madauta	What you might get back after costs	9,830 Euro	10,670 Euro	
Moderate	Average return each year	-1.70%	1.31%	
E	What you might get back after costs	10,980 Euro	11,640 Euro	
Favourable	Average return each year	9.80%	3.08%	

The Unfavourable scenario occurred for an investment of the product between February 2015 and February 2020.

The Moderate scenario occurred for an investment of the product between August 2013 and August 2018.

The Favourable scenario occurred for an investment of the product between October 2016 and October 2021.

The Stress scenario shows what you might get back in extreme market circumstances.

The figures shown include all the costs of the product itself [but may not include all the costs that you pay to your advisor or distributor/and includes the costs of your advisor or distributor]. The figures do not take into account your personal tax situation, which may also affect how

# What happens if ANIMA SGR S.p.A. on behalf of the Fund is unable to pay

The PRIIP Manufacturer has no obligation to make any payment to you. The Company is not required to make any payment to you in respect of your investment. If the Company shall be wound up or dissolved, the assets available for distribution among the holders of the participating shares shall be distributed in accordance with the respective interests in the respective sub-funds. There is no compensation or guarantee scheme in place that applies to the Company and, if you invest in the Company, you should be prepared to assume the risk that you could lose all of your investment.

# What are the costs?

The person advising on or selling you this product may charge you other costs. If so, this person will provide you with information about these costs and how they affect your investment.

#### Table 1 - Costs over time:

The tables show the amounts that are taken from your investment to cover different types of costs. These amounts depend on how much you invest, how long you hold the product and, if applicable, how well the product does. The amounts shown here are illustrations based on an example investment amount and different possible investment periods.

- O In the first year you would get back the amount that you invested (0% annual return). For the other holding periods we have assumed the product performs as shown in the moderate scenario;
- 10,000 Euro is invested.

	Single investment: 10,000 Euro			
	If you exit after 1 year If you exit after 5 years			
Total costs	777 Euro	2,340 Euro		
Annual cost impact (*)	7.8%	4.2%		

(\*) This illustrates how costs reduce your return each year over the holding period. For example, it shows that if you exit at the recommended holding period your average return per year is projected to be 4.6% before costs and 0.4% after costs.

We may share part of the costs with the person selling you the product to cover the services they provide to you. These figures include the maximum distribution fee that the person selling you the product may charge (4.00% of amount invested. Single investment 400 Euro). This person will inform you of the actual distribution fee.

Table 2 - Composition of Costs

		Single investment: 10,000 Euro If you exit after 1 year
Entry charge	4.00% of the amount you pay in when entering this investment.	Up to 425 Euro (including any other applicable cost)
Exit charge	We do not charge an exit fee for this product.	Up to 25 Euro (other applicable cost)
Ongoing costs [taken each	year]	If you exit after 1 year
Management fees and other administrative or operating costs	1.77% of the value of your investment per year. This is an estimate based on actual costs over the last year.	177 Euro
Transaction costs	1.09% of the value of your investment per year. This is an estimate of the costs incurred when we buy and sell the underlying investments for the product. The actual amount will vary depending on how much we buy and sell.	109 Euro
Incidental costs taken unde	r specific conditions	If you exit after 1 year
Performance fees [and carried interest]	0.41% of the value of your investment per year. The Performance Fee is calculated and accrued daily at a rate of 15% of any increase in the value of each of the Shares above the previous highest value. The actual amount will vary depending on how well your investment performs. The aggregated cost estimation above includes the average over the last 5 years.	41 Euro

# How long should I hold it and can I take money out early?

#### Recommended holding period: 5 years

The Recommended Holding Period is defined according to the Fund's objectives, investment characteristics and risk profile.

You can ask the Fund to buy back your Shares on any business day, in accordance with the provisions of the Prospectus, whether full or partial repayment of the Shares held is required.

Any exit from the Fund before the end of the recommended holding period could have an impact on the risk or performance profile. There are no early exit costs to pay, however, the relevant Local Paying Agent may charge other expenses.

# How can I complain?

The complaint must contain the client's identification details, the reasons for the request and it has to be signed by the Client or his delegate. The complaint, together with any related supporting documentation, a copy of the customer's identity document and any proxy, must be addressed

ANIMA SGR S.p.A. - Servizio Compliance Corso Garibaldi, 99 - 20121 Milano

with one of the following methods:

• E-mail address: reclami@animasgr.it;

O Certified Mail: anima@pec.animasgr.it.

The final outcome of the complaint, containing the decisions of the PRIIP Manufacturer, is notified within 60 days, in writing, by registered letter or by certified mail.

## Other relevant information

Information on the Fund's past performance, covering the past ten years where available, is provided at the following link: https://www.animasgr.it/EN/products/pages/past-performance.aspx?isin=IE00B07Q3W33&lang=en. Monthly performance scenario calculations are available at the following link: https://www.animasgr.it/EN/products/pages/Performance-scenarios.aspx?isin=IE00B07Q3W33&lang=en.



### Key Information Document (KID)

This document provides you with key information about this investment product. It is not marketing material. The information is required by law to help you understand the nature, risks, costs, potential gains and losses of this product and to help you compare it with other products.

### Product

# ANIMA Star High Potential Europe - Class I

ANIMA Star High Potential Europe (the "Fund"), a sub-fund of ANIMA Funds plc. I Class Shares ISIN: IE0032464921 (the "Shares")

ANIMA Funds plc has appointed ANIMA SGR S.p.A., as its UCITS management company (the "Manager or the "PRIIP Manufacturer"), part of the ANIMA Holding S.p.A. group of companies.

For further details contact: +39 02 806381

Website: www.animasgr.it

This Fund is authorised in Ireland and regulated by the Central Bank of Ireland. The PRIIP Manufacturer is authorised in Italy and regulated by Bank of Italy.

The information contained in the KID is accurate as at 28/02/2023

# What is this product?

Type: The Fund is a sub-fund of ANIMA Funds plc (the "Company"), an open-ended investment company with variable capital incorporated in Ireland and authorised by the Central Bank of Ireland as a UCITS. The assets of the Fund are segregated from those of other sub-funds and cannot be used to pay the debts of other sub-funds of the Company.

Term: The Company has an unlimited life and there is no maturity date for this Fund.

Investment Objective: The objective of the Fund is to provide an absolute rate of return, while seeking long-term capital appreciation.

The Fund is actively managed without reference to any benchmark.

The Fund will invest in financial instruments of any type.

The equity component of the portfolio to which the fund may be directly invested may reach 100% of the Fund's portfolio and will mainly comprise of European equities.

The weightings of the asset classes of the Fund's investment portfolio are dynamically managed, depending on the Manager's view and market

The overall exposure of the Fund (including derivatives) to the equity market will be between -100% and +200% of the net asset value.

The bond portfolio is exposed both to government and corporate bonds.

Financial instruments are denominated mainly in European currencies.

The currency exposure is actively managed. The Fund is exposed to exchange rate risk.

The Fund may enter into stock lending arrangements for efficient portfolio management purposes, and/or may use Financial Derivative Instruments for (i) hedging, (ii) risk reduction and/or (iii) investment purposes. The Fund may use financial leverage to increase the amount invested in financial instruments to twice the value of the Fund's net asset value. This means that if there are changes in the prices of the financial instruments the Fund could either gain or lose twice as much as it would gain or lose without using financial leverage.

No dividend is payable on the Shares. Income earned by the Fund will be retained by the Fund and will be reflected in the value of your Shares.

Intended retail investor: This Fund is suitable for retail and institutional investors identified on the basis of the following characteristics:

- o is an Investor willing to keep the investment for a period of time not less than 5 years; accordingly, the Fund is suitable for Investors with a time horizon medium:
- o is an Investor who can bear total capital loss as the Fund is not guaranteed and has a medium risk class and a medium risk tolerance;
- is an Investor looking for capital growth.

The Depositary of the Fund is State Street Custodial Services (Ireland) Limited.

Copies of the Prospectus (including the Fund Information Card) and the annual and half-yearly reports of the Company may be obtained from the Administrator, free of charge, or by visiting www.animasgr.it. These documents are available in English. The Net Asset Value ("NAV") of the Fund is calculated in Euro. The NAV per Share will be available from the Administrator and will also be published on www.animasgr.it each time it is calculated.

# What are the risks and what could I get in return?





The risk indicator assumes you keep the Fund for 5 years, in accordance with the recommended holding period. The actual risk can vary significantly if you cash in at an early stage and you may get back less. You may not be able to sell your product easily or you may have to sell at a price that significantly impacts on how much you get back. The summary risk indicator is a guide to the level of risk of this product compared to other products. It shows how likely it is that the product will lose money because of movements in the markets or because we are not able to pay you. We have classified this product as 4 out of 7, which is a medium risk class. This rates the potential losses from future performance at a medium level, and poor market conditions could impact the capacity to repay the initial capital amount invested.

Other risks that are materially relevant to the Fund and which are not adequately captured in the summary risk indicator:

- O Credit Risk: the risk that the issuer of a debt instrument may default, in whole or in part, on its obligation to repay the full capital amount invested and/or the interest thereon
- O Risks associated with investing in derivative financial instruments: the risk that the strategies implemented through the use of derivative financial instruments may cause substantial losses.

This product does not include any protection from future market performance so you could lose some or all of your investment.

#### Performance scenarios (data as at 31/01/23)

What you will get from this product depends on future market performance. Market developments in the future are uncertain and cannot be accurately predicted.

The unfavourable, moderate, and favourable scenarios shown are illustrations using the worst, average, and best performance of the product over the last 10 years.

<b>Example Investmen</b>	nt:	Single investment: 10,000 Euro		
Scenarios		If you exit after 1 year	If you exit after 5 years	
Minimum	There is no minimum guaranteed return. You could	There is no minimum guaranteed return. You could lose some or all of your investment.		
Chusas	What you might get back after costs	7,700 Euro	7,340 Euro	
Stress	Average return each year	-23.00%	-6.00%	
Unfavourable	What you might get back after costs	9,260 Euro	9,780 Euro	
	Average return each year	-7.40%	-0.44%	
Madauta	What you might get back after costs	10,090 Euro	11,450 Euro	
Moderate	Average return each year	0.90%	2.75%	
Favourable	What you might get back after costs	11,200 Euro	12,410 Euro	
	Average return each year	12.00%	4.41%	

The Unfavourable scenario occurred for an investment of the product between October 2021 and January 2023.

The Moderate scenario occurred for an investment of the product between August 2013 and August 2018.

The Favourable scenario occurred for an investment of the product between October 2016 and October 2021.

The Stress scenario shows what you might get back in extreme market circumstances.

The figures shown include all the costs of the product itself [but may not include all the costs that you pay to your advisor or distributor/and includes the costs of your advisor or distributor]. The figures do not take into account your personal tax situation, which may also affect how

# What happens if ANIMA SGR S.p.A. on behalf of the Fund is unable to pay

The PRIIP Manufacturer has no obligation to make any payment to you. The Company is not required to make any payment to you in respect of your investment. If the Company shall be wound up or dissolved, the assets available for distribution among the holders of the participating shares shall be distributed in accordance with the respective interests in the respective sub-funds. There is no compensation or guarantee scheme in place that applies to the Company and, if you invest in the Company, you should be prepared to assume the risk that you could lose all of your investment.

# What are the costs?

The person advising on or selling you this product may charge you other costs. If so, this person will provide you with information about these costs and how they affect your investment.

#### Table 1 - Costs over time:

The tables show the amounts that are taken from your investment to cover different types of costs. These amounts depend on how much you invest, how long you hold the product and, if applicable, how well the product does. The amounts shown here are illustrations based on an example investment amount and different possible investment periods.

- O In the first year you would get back the amount that you invested (0% annual return). For the other holding periods we have assumed the product performs as shown in the moderate scenario;
- 10,000 Euro is invested.

	Single investment: 10,000 Euro			
	If you exit after 1 year If you exit after 5 years			
Total costs	549 Euro	1,840 Euro		
Annual cost impact (*)	5.5%	3.2%		

(\*) This illustrates how costs reduce your return each year over the holding period. For example, it shows that if you exit at the recommended holding period your average return per year is projected to be 5.3% before costs and 2.1% after costs.

We may share part of the costs with the person selling you the product to cover the services they provide to you. These figures include the maximum distribution fee that the person selling you the product may charge (3.00% of amount invested. Single investment 300 Euro). This person will inform you of the actual distribution fee.

**Table 2 - Composition of Costs** 

One-off costs upon entry or exit		Single investment: 10,000 Euro If you exit after 1 year
Entry charge	3.00% of the amount you pay in when entering this investment.	300 Euro
Exit charge	We do not charge an exit fee for this product.	0 Euro
Ongoing costs [taken each	year]	If you exit after 1 year
Management fees and other administrative or operating costs	0.76% of the value of your investment per year. This is an estimate based on actual costs over the last year.	76 Euro
Transaction costs	1.09% of the value of your investment per year. This is an estimate of the costs incurred when we buy and sell the underlying investments for the product. The actual amount will vary depending on how much we buy and sell.	109 Euro
Incidental costs taken unde	r specific conditions	If you exit after 1 year
Performance fees [and carried interest]	0.64% of the value of your investment per year. The Performance Fee is calculated and accrued daily at a rate of 15% of any increase in the value of each of the Shares above the previous highest value. The actual amount will vary depending on how well your investment performs. The aggregated cost estimation above includes the average over the last 5 years.	64 Euro

# How long should I hold it and can I take money out early?

Recommended holding period: 5 years
The Recommended Holding Period is defined according to the Fund's objectives, investment characteristics and risk profile.

You can ask the Fund to buy back your Shares on any business day, in accordance with the provisions of the Prospectus, whether full or partial repayment of the Shares held is required.

Any exit from the Fund before the end of the recommended holding period could have an impact on the risk or performance profile.

# How can I complain?

The complaint must contain the client's identification details, the reasons for the request and it has to be signed by the Client or his delegate. The complaint, together with any related supporting documentation, a copy of the customer's identity document and any proxy, must be addressed

ANIMA SGR S.p.A. - Servizio Compliance Corso Garibaldi, 99 - 20121 Milano

with one of the following methods:

• E-mail address: reclami@animasgr.it;

Certified Mail: anima@pec.animasgr.it.

The final outcome of the complaint, containing the decisions of the PRIIP Manufacturer, is notified within 60 days, in writing, by registered letter or by certified mail.

## Other relevant information

Information on the Fund's past performance, covering the past ten years where available, is provided at the following link: https://www.animasgr.it/EN/products/pages/past-performance.aspx?isin=IE0032464921&lang=en.

Monthly performance scenario calculations are available at the following link: https://www.animasgr.it/EN/products/pages/Performance-scenarios.aspx?isin=IE0032464921&lang=en.