

先機環球基金通知

2023 年 9 月 7 日

富達投信甫於近日接獲「先機環球基金系列」之在台總代理人富盛證券投資顧問股份有限公司之通知事項。相關書件如附件所示供參。

若您對本通知有任何相關問題，歡迎聯絡您專屬的業務專員。富達證券營業讓與予富達投信後，目前富達投信未擔任該系列基金之銷售機構，若有其他相關問題，建議您可洽詢該系列基金之總代理人。

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【富達投信獨立經營管理】各基金經金管會核准或同意生效，惟不表示絕無風險，基金經理公司以往之經理績效不保證基金之最低投資收益，基金經理公司除盡善良管理人之注意義務外，不負責各基金之盈虧，亦不保證最低之收益，投資人申購前應詳閱基金公開說明書。有關基金應負擔之費用(境外基金含分銷費用)已揭露於基金之公開說明書或投資人須知中，投資人索取公開說明書或投資人須知，可至富達投資服務網 <http://www.fidelity.com.tw>或境外基金資訊觀測站 <http://www.fundclear.com.tw>查詢，或請洽富達投信或銷售機構索取。Fidelity 富達, Fidelity International, 與Fidelity International 加上其F標章為FIL Limited 之商標。FIL Limited 為富達國際有限公司。富達證券投資信託股份有限公司為FIL Limited 在台投資100%之子公司。110台北市信義區忠孝東路五段68號11樓，富達投信服務電話 0800-00-9911。

SITE 2016 09-007

檔 號：
保存年限：

富盛證券投資顧問股份有限公司 函

地址：台北市信義區松德路 171 號 9 樓及 9 樓之一
承辦人：交易暨基金事務部
電子信箱：dealing@cgsice.com
電話：(02)2728-3222

受文者：如行文單位

發文日期：中華民國 112 年 9 月 7 日

發文字號：(112)富顧字第 03230907001 號

速別：

密等及解密條件或保密期限：普通

附件：

一、股東通知書中英文版(共 2 份)。

主 旨： 謹就先機環球基金將於西元 2023 年 9 月 29 日星期五下午 2 時（愛爾蘭時間）召開股東常會，其議案相關內容，依法通知 貴公司，詳如說明，請 查照。

說 明：

- 一、 先機環球基金將於西元 2023 年 9 月 29 日星期五下午 2 時（愛爾蘭時間）召開年度股東常會，故依法通知 貴公司。
- 二、 先機環球基金本次年度股東常會所擬審議及討論決議之一般事項如下：
 - A. 接受及審議截至 2022 年 12 月 31 日止會計年度的董事報告、查核會計師報告及財務報告；
 - B. 審閱本公司事務。
 - C. 指派 Ernst & Young 擔任本公司之查核會計師，任期至下一次股東常會結束為止；
 - D. 授權董事決定查核會計師之報酬。
 - E. 修訂本公司之組織大綱及章程。

正本： 台灣銀行股份有限公司、台灣土地銀行股份有限公司、合作金庫商業銀行股份有限公司、華南商業銀行股份有限公司、彰化商業銀行股份有限公司、上海商業儲蓄銀行股份有限公司、國泰世華商業銀行股份有限公司、高雄銀行股份有限公司、兆豐國際商業銀行

股份有限公司、台灣中小企業銀行股份有限公司、渣打國際商業銀行、台中商業銀行股份有限公司、京城商業銀行股份有限公司、華泰商業銀行股份有限公司、臺灣新光商業銀行股份有限公司、聯邦商業銀行股份有限公司、遠東國際商業銀行、元大商業銀行股份有限公司、星展(台灣)商業銀行股份有限公司、安泰商業銀行股份有限公司、匯豐(台灣)商業銀行股份有限公司、凱基商業銀行股份有限公司、板信商業銀行股份有限公司、陽信商業銀行股份有限公司、三信商業銀行股份有限公司、台新國際商業銀行股份有限公司、玉山商業銀行股份有限公司、瑞興商業銀行股份有限公司、中國信託商業銀行股份有限公司、王道商業銀行股份有限公司、永豐商業銀行股份有限公司理財商品部、元大證券股份有限公司、元富證券股份有限公司、國泰綜合證券股份有限公司、凱基證券股份有限公司、基富通證券股份有限公司、統一綜合證券股份有限公司、華南永昌綜合證券股份有限公司、中租證券投資顧問股份有限公司、安睿宏觀證券投資顧問股份有限公司、富達投信股份有限公司、新光證券投資信託股份有限公司、宏遠證券投資顧問股份有限公司、鉅亨證券投資顧問股份有限公司、群益金鼎證券股份有限公司、安聯人壽保險股份有限公司、宏泰人壽保險股份有限公司、合作金庫人壽保險股份有限公司、英屬百慕達商安達人壽保險股份有限公司台灣分公司、元大人壽保險股份有限公司、台灣人壽保險股份有限公司、國泰證券投資顧問股份有限公司、國泰證券投資信託股份有限公司、兆豐證券股份有限公司、好好證券股份有限公司、台北富邦商業銀行股份有限公司、法商法國巴黎人壽保險股份有限公司台灣分公司、第一金人壽投資型保險商品投資帳戶、台新人壽保險股份有限公司、富邦綜合證券股份有限公司。

副本：第一商業銀行股份有限公司法國巴黎人壽投資專戶、第一商業銀行股份有限公司第一金人壽投資專戶。

董事長 蔡政憲

此為重要文件，需要 台端立即注意。倘若 台端對應採取的行動有任何疑問，請向 台端的投資顧問、稅務顧問及/或法律顧問（視情況而定）尋求專業意見。

如 台端已出售或轉讓 台端在先機環球基金（下稱「本公司」）的所有股份，請立即將本文件送交該買受人或受讓人或經手出售或轉讓的股票經紀人、銀行或其他代理人，以便盡快將本文件轉交買受人或受讓人。

本公司董事就本文件所載之資訊負責。於董事之最大所知所信範圍內（已盡一切合理注意確保此為真），本文件所載之資訊與事實相符且未遺漏任何可能影響該資訊意涵之內容。

除文義另有所指或本通知書另有變更或其他說明外，本通知書所用詞彙應與經修訂或增補之本公司2022年11月30日的公開說明書所用詞彙具有相同定義。

先機環球基金

股東通知書

（為依據 2011 年歐洲共同體（可轉讓證券集體投資計畫）條例（2011 年 S.I.第 352 號及其修訂），於愛爾蘭成立之開放式可變資本有限責任投資公司，係一子基金間責任分離之可轉讓證券集體投資計畫）

訂於2023年9月29日星期五下午2時（愛爾蘭時間）召開的本公司股東常會開會通知檢附於本通知書後。不論 台端是否參加本次股東常會，請依所載指示填妥並擲回委託書表格。

本通知書隨附之委託書表格，應以郵寄至MFD Secretaries Limited（地址：32 Molesworth Street, Dublin 2, Ireland）或以電郵發送至mfsecretaries@maples.com等方式擲回。委託書表格應於本次會議或其延會所訂開會時間至少48小時前送達至上述地址。股東填寫委託書表格時應特別注意。

2023年9月7日

親愛的股東，您好：

如 台端所知，先機環球基金（下稱「**本公司**」）為根據愛爾蘭法律成立的有限責任可變資本投資公司，各子基金之間責任分別獨立，且經愛爾蘭中央銀行（下稱「**中央銀行**」）依據2011年歐洲共同體（可轉讓證券集體投資計畫）條例及其修訂（下稱「**條例**」）於1997年10月10日許可。本公司為一傘型公司，由若干子基金（以下合稱或各稱為「**基金**」）所組成。

本公司董事將於2023年9月29日星期五下午2時（愛爾蘭時間）召開本公司股東常會，屆時將提請股東同意下列事項：

A. 一般事項

請注意股東常會中將為處理之一般事項，即：(i) 接受及審議截至2022年12月31日止年度的董事報告、查核會計師報告及財務報告；(ii) 審閱本公司事務；(iii) 指派 Ernst & Young 為查核會計師；及(iv) 授權董事決定查核會計師之報酬。

B. 特別事項

請注意股東常會中將為處理之特別事項，即本公司組織大綱及章程之修訂。所擬修訂之完整詳細內容載於本通知書之附錄 C。

C. 交付本公司股東表決之議案

因此，為通過上述一般事項及特別事項，附錄 A 所載之普通決議案（下稱「**普通決議案**」）及特別決議案（下稱「**特別決議案**」）應於股東常會上提交股東表決。

本次股東常會之正式開會通知列於本通知書之附錄 A，委託書表格則列於附錄 B。

D. 法定最低人數及投票規定

兩名股東親自出席或委託代理人出席，即符合本公司本次會議的法定最低人數。若於本次會議預定開會時間起半小時內仍不足法定最低人數，則會議將延至次一禮拜同一天，於同一時間和地點召開，或延至董事決定之其他日期、其他時間及地點召開。如該延會預定開會時間起半小時內仍不足法定最低人數，以出席股東人數為法定最低人數。

附錄 A 開會通知中所載之普通決議案將必須由股東親自或委由代理人於股東常會上以簡單多數決表決通過。

附錄 A 開會通知中所載之特別決議案將必須由股東親自或委由代理人於股東常會上以不低於 75% 表決票數通過。

E. 董事建議

董事認為前揭一般事項與特別事項符合本公司股東整體之最佳利益，故建議 台端投票贊成所提議案。

F. 應採取之行動

為通過本文件所載提案，建議 台端先閱讀後附所有文件。

本公司股東常會 本文件**附錄 A** 為訂於 2023 年 9 月 29 日下午 2 時（愛爾蘭時間）於位於 32 Molesworth Street, Dublin 2, Ireland 之本公司登記營業處召開本公司股東常會開會通知，會中將提出普通決議案與特別決議案交付股東表決。股東應親自出席股東常會，或填妥並擲回本通知書附錄 B 所附委託書表格，以行使表決權。若 台端希望透過代理人進行表決，則應填妥委託書表格，並以**郵寄至 MFD Secretaries Limited (地址：32 Molesworth Street, Dublin 2, Ireland) 或以電郵發送至 mfdsecretaries@maples.com** 等方式擲回。委託書表格最遲必須於股東常會或其延會預定開會時間的 48 小時前送達方為有效，故最遲應於 2023 年 9 月 27 日下午 1 時 59 分（愛爾蘭時間）前送達。即便已指派代理人， 台端仍可參加會議並行使表決權。台端之基金股份如以代名人之名義登記，則 台端僅得以指示登記持有人代您投票的方式，行使該等股份的表決權。

G. 結語

台端如對此等事項有任何疑問，應按上述地址聯絡我們，或聯絡 台端的投資顧問。

敬祝

鈞安

Bronwyn Wright

董事

代表先機環球基金

附錄 A

股東常會開會通知

先機環球基金 (下稱「本公司」)

謹此通知，本公司股東常會將於 **2023 年 9 月 29 日星期五下午 2 時** 在 32 Molesworth Street, Dublin 2, Ireland 為下列目的舉行：

審議事項

1. 接受及審議截至 2022 年 12 月 31 日止會計年度的董事報告、查核會計師報告及財務報告；及
2. 審閱本公司事務。

普通決議事項

1. 指派 Ernst & Young 擔任本公司之查核會計師，任期至下一次股東常會結束為止。
2. 授權董事決定查核會計師之報酬。

特別決議事項

1. 修訂本公司之組織大綱及章程。

本開會通知隨附之委託書表格，應以郵寄至 MFD Secretaries Limited (地址：32 Molesworth Street, Dublin 2, Ireland) 或以電郵發送至 mfdsecretaries@maples.com 等方式擲回。委託書表格最遲必須於本次會議或其延會預定開會時間的 48 小時前送達方為有效，故最遲應於 2023 年 9 月 27 日下午 1 時 59 分 (愛爾蘭時間) 前送達至上述地址。股東填寫委託書表格時應特別注意。

承本公司董事會命

日期：2023 年_月_日

有權出席及投票之股東，得指派一名或數名代理人代其出席及投票。代理人毋須亦為股東。

於愛爾蘭都柏林登記 - 號碼：271517

附錄 B

股東常會 委託書表格

先機環球基金 (下稱「本公司」)

持有人身分證號	帳戶名稱與敘述

本人/吾等 _____
任職於/設址於 _____

係先機環球基金 (下稱「本公司」) _____ 股之持有人)。

茲指定 _____
其任職於/設址於 _____

· 或如未指派特定人或經指定之代理人 (備註 2&3) 無法出席股東常會時，則委託會議主席，若其不克出席，則委託設址於 32 Molesworth Street, Dublin 2, Ireland 之 MFD Secretaries Limited 之任一代表，擔任本人/吾等之代理人，於 **2023 年 9 月 29 日星期五下午 2 時 (愛爾蘭時間)** 於 32 Molesworth Street, Dublin 2, Ireland 召開之本公司股東常會及其任何延會，以下述方式代本人/吾等行使表決權。

簽名 _____

2023 年 ____ 月 ____ 日

請在下方標題為「議決事項」項下之空格處打「X」以指明 台端希望如何對每一議案進行表決；如為投票表決，請於下方每一議案之空格處填寫總票數中「贊成」、「反對」及/或「棄權」之票數。

審議及審閱事項：

1. 接受及審議截至 2022 年 12 月 31 日止年度的董事報告、查核會計師報告及財務報告；
及
2. 審閱本公司事務。

議決事項：

普通決議案	贊成	反對	棄權
1. 指派 Ernst & Young 擔任本公司之查核會計師，任期至下一次股東常會結束為止。			
2. 授權董事決定查核會計師之報酬。			

特別決議案	贊成	反對	棄權
1. 修訂本公司之組織大綱及章程。			

有權出席上述會議及投票之股東，得指派代理人代其出席及投票。代理人毋須為股東。除以上另有指示外，代理人應依其認為適當者進行表決。

先機環球基金 委託書表格

備註

1. 如 台端已出售或轉讓 台端之所有股份，請立即將本通知書及附隨之委託書表格送交該買受人或受讓人或經手出售或轉讓的股票經紀人、銀行或其他代理人，以便盡快將本文件轉交買受人或受讓人。
2. 股東得於本次會議前透過委託書投票。
3. 股東可自行選擇指定代理人。如有指定，請刪除「會議主席」等文字，並於空格處填入指定之代理人姓名。
4. 委託人如為公司，則本表格必須蓋上公司印章或由獲正式授權指派之主管或代理人代表公司親筆簽署。請確實記載簽名人之權限。
5. 如指派代理人之文件係經授權書而簽訂，請確實檢附經公證人公證之該授權書正本於委託書表格後。
6. 如為共同持有人，應以行使表決權之共同持有人中排名為首位者之表決權為準（不論其係親自或透過代理人投票），排除其他共同持有人之表決權，且為此目的，排名首位以共同持有人之姓名列在股東名簿之順序決定之。
7. 本委託書擲回時如未指明指定之代理人應如何表決，則該代理人將自行審酌如何表決，或是否於表決時棄權。
8. 本委託書之「棄權」表決選項，係供股東得針對任一特定議案為棄權。根據法律及本公司章程規定，棄權不構成投票，且就針對任一特定議案計算「贊成」或「反對」票數比例時，棄權票均不計入。
9. 對本表格所為任何變動必須簽署姓名縮寫，方為有效。
10. 本表格（包括經公證人公證之授權書或權限文件正本）應於本次會議或其延會預定開會時間的 48 小時之前填妥並交回至本公司登記營業處之公司秘書處（MFD Secretaries Limited，地址：32 Molesworth Street, Dublin 2, Ireland，收件人：MFD Secretaries Limited）或以電郵寄送至 mfsecretaries@maples.com，方為有效。

11. 倘若有指定代理人因旅行限制、疾病或因防範措施之施行而臨時無法出席本次會議，且委託書表格已填妥並於本次會議或其延會預定召開時間 48 小時前交回至本公司登記營業處或以電郵寄送至 mfdsecretaries@maples.com，則依照委託書規定，當該指定代理人無法出席時，將視同委託會議主席或 MFD Secretaries Limited 之一名代表為其代理人。

附錄 C

對於位於歐盟 / 歐洲經濟區且本公司已辦理登記銷售國家之投資人：

除上文另有所述外，依據 2009/65/EC 號歐盟指令（經 2019/1160 號歐盟指令為修訂）第 92 條第 1 項 a 款規定提供之基金事務服務資訊可向行政管理公司索取：

Citibank Europe plc，負責處理申購、贖回及買回申請以及向股東支付其他款項。

Citibank Europe plc,
1 North Wall Quay,
Dublin 1,
Ireland.
Email: JAMTA@citi.com

依據 2009/65/EC 號歐盟指令（經 2019/1160 號歐盟指令為修訂）第 92 條第 1 項 b 至 e 款規定提供之下列基金事務服務資訊可於 www.eifs.lu/jupiteram 取得：

- 關於如何提出（申購、贖回及買回）申請以及贖回與買回價款將如何支付之資訊；
- 關於投資人權利及申訴處理之相關程序及安排之資訊及取得途徑；
- 關於透過耐用媒介提供基金事務服務代理人所辦理作業之資訊；
- 最新版之銷售公開說明書、章程、年報及半年報，以及關鍵投資人資訊文件。

義大利投資人

Allfunds Bank, Legal Department Italy, Via Bocchetto, 6, 20123 Milano, Italia
SGSS S.p.A., Milan, Via Benigno Crespi 19A – MAC2, Italia

葡萄牙投資人

Banco Best, Praça Marquês de Pombal, 3-3.º, 1250-161 Lisboa, Portugal
Activobank, Av. Dom João II Lote 1.05 02, 1990-094 Lisboa, Portugal
Millenium BCP

瑞士投資人

First Independent Fund Services Limited, Klausstrasse 33, CH-8008 Zurich,
Switzerland
BNP Paribas Securities Services, Paris, succursale de Zurich, Selnaustrasse 16, 8002 Zurich,
Switzerland

英國投資人

Jupiter Investment Management Limited, The Zig Zag Building, 70 Victoria Street,
London. SW1E 6SQ, United Kingdom

附錄 D

本公司組織大綱及章程之所擬修訂

以下係本公司組織大綱及章程之相關摘錄，以刪除線及底線顯示所擬修訂。組織大綱及章程中之編號、法律援引及交互援引應作相對應之修訂。

說明

新增之文字

~~刪除之文字~~

移動之文字

1. 組織大綱第 4 條第(1)項應修訂如下：

執行投資公司業務，以及就該目的以本公司名義或以任何代名人義，取得及持有不論在任何地點設立或執行業務之公司所發行或保證之股份、股票、信用債券、信用股票(debenture stock)、債券、票券、義務及證券；及由世界任何地方之最高層級、從屬層級、市政府層級、地方層級或其他層級之任何政府、主權統治者、行政長官、公共組織或機關所發行或保證之信用股票、債券、票券、義務及證券，或由在世界任何地方組設成立或執行業務之任何公司、組織、銀行、協會或合夥組織(不論是有限或無限責任)所發行或保證之信用股票、債券、票券、義務及證券；世界各地之單位信託計畫、共同基金或集體投資計畫之單位或參與權；保單及與上述資產有關之權利或利益；以及不時出售、交易、交換、變更或處分任何上述資產；

2. 組織大綱第 4 條應新增規定如下：

本條中各項規定所載列之目標、目的及權力應被視為係為實現上文第 2 條主要宗旨之獨立權力，故不應受到任何其他條項所述事項或其出現順序或本公司名稱之限制或約束(但該項規定另有說明者除外)。

3. 章程之定義一節應修訂如下：

「地址」包括為透過電子郵件或其他電子通訊方式進行通信而使用之任何號碼或地址。

「進階電子簽章」之意義同《2000 年電子商務法》對該詞彙所賦予之定義。

「基準貨幣」係指基金之基準貨幣及/或基金股份類股之基準貨幣(如適用)，如公開說明書所載。

「CRS」係指經濟合作暨發展組織於 2014 年 7 月 15 日所核准之金融帳戶資訊自動交換準則(亦稱為共同申報準則)，以及任何雙邊或多邊之主管機關協定、跨政府協議及條約、法律、法規、官方指南或促進其實施之其他文書，以及為實施共同申報準則所頒布之任何法律。

「電子通訊」之意義同《2000 年電子商務法》對該詞彙所賦予之定義。

「電子簽章」之意義同《2000年電子商務法》對該詞彙所賦予之定義。

「管理公司」係指依《條例》規定所委派並擔任本公司之管理公司一職之任何公司。

「普通決議」係指由有權就議案投票表決之會員親自或委由受託代理人於股東會上以超過百分之五十(50%)表決票數通過之本公司、基金或任何類股之決議(視情形而定)，或由有權就議案投票表決之會員以書面簽署之決議。

「特別決議」係指由有權就議案投票表決之會員親自或委由受託代理人於股東會上以不低於百分之七十五(75%)表決票數通過之本公司、基金或任何類股決議(視情形而定)，或由有權就議案投票表決之會員以書面簽署之決議。

4. 章程第 2 條第(c)項第(v)款及第(vii)款應修訂如下：

除經任何他人免收或為清償且未向本公司追討之費用外，本公司之費用與支出，倘情況允許或基金依規定，應無限制地包含下列費用：

- (v) 在相關法律許可下，股份之行銷、推廣及經銷所生或應付之報酬、佣金與費用，包括但不限於：因任何人認購或同意認購或促成認購或同意促成認購本公司股份而須向其支付之佣金，以及編製及發送所有行銷資料與廣告之成本及費用；
- (vii) 關於公告及提供會員資訊所生之所有費用，以及尤其在不妨礙前項之一般性原則下，印製及發送年報、呈報中央銀行或其他任何監理機關之任何報告、半年報或其他報告、公開說明書、關鍵資訊文件、關鍵投資人資訊文件與重要合約之支出，以及將任何該等文件翻譯為英文以外之其他語言所產生之所有成本，在財經媒體公告價格與通知之支出，以及製作及發送支票、權證、報稅憑證與報表之所有文具、印刷與郵資支出；

5. 章程第 3 條第(a)項應修訂如下：

本公司任命：

- (i) 存託機構，負責保管本公司所有資產及執行《條例》就受託人與存託機構所規定之職權，以及履行董事經存託機構同意下而得不時決定之其他職務；~~及~~

本公司或管理公司得任命：

- (ii) 一名人士、事務所或公司擔任行政管理公司；及
- (iii) 一名或數名人士、事務所或公司擔任本公司投資與資產之投資管理公司；

董事或管理公司(視情形而定)得依據其認為合適之條件(包括取得本公司所付報酬之權利)以及委任權限與限制，將其作為董事或管理公司(視情形而定)所得行使之任何權力、職責、裁

量權及/或功能，委託並授予其任命之存託機構、行政管理公司及投資管理公司。倘若就有關行政管理公司、存託機構或投資管理公司之任命存在利益衝突，本公司有關此衝突之政策與程序應記載於公開說明書。

6. 章程第 3 條第(b)項應修訂如下：

存託機構之任命條款得授權該存託機構任命(以其複委任之權限)次存託機構、代名人、代理人或代表，費用由本公司或其他方式負擔，以及授權該存託機構將其保管功能與職責委託其複委任之任何人辦理，惟，為該項任命前應先通知本公司並符合中央銀行規定，且前項任命若與本公司資產有關者，應於存託機構之任命終止時立即終止。存託機構對本公司之責任不受任何該等委任所影響。

7. 章程第 3 條第(c)項應修訂如下：

依中央銀行規定，得終止行政管理公司之任命並任命替代之行政管理公司，且行政管理公司之任命條款得不時變更，並得授權該行政管理公司任命一名或數名代理人以及授權該行政管理公司將其任何功能與職務委託受前項任命之人辦理，惟，該項任命應先經本公司或管理公司同意，且前項任命應於行政管理公司之任命終止時立即終止。

8. 章程第 3 條第(d)項應修訂如下：

依中央銀行規定，得終止投資管理公司之任命並任命替代之投資管理公司，且投資管理公司之任命條款得不時變更，並得授權該投資管理公司任命一名或數名投資顧問或其他代理人，以及授權該投資管理公司將其任何功能與職務委託受前項任命之人辦理，惟，該項任命應先經本公司或管理公司同意，且前項任命應於投資管理公司之任命終止時立即終止。

9. 章程第 4 條第(g)項應修訂如下：

董事或管理公司得將受理股份認購、收受股款及配發或發行新股之職務，委託行政管理公司或任何經正式授權之高階主管或他人辦理。

10. 章程第 4 條第(l)項應修訂如下：

本公司係一基金間責任分離之傘型基金，每一檔基金可包含一種或數種以上之本公司股份類股。~~本公司首支成立之基金為 Global Controlled Growth Fund。~~在中央銀行事前核准下，董事得根據中央銀行規定，不時按董事決議之條件透過發行一種或多種類股而成立其他基金。董事得針對任何股份類股所附帶之表決權施加限制。尤其是，在不影響上述規定之一般性原則下，董事得發行一種或多種表決權受有限制之股份類股，即其持有人不得就任何普通決議或特別決議進行表決之股份類股，惟，除非已依公開說明書所述於若干天前向持有人提供有關特定決議生效日之通知，否則該決議將不生效力。是否認購任何表決權受有限制之股份類股之決定應僅得由投資人自行作成。

11. 章程第 4 條第(m)項應修訂如下：

董事得不時在事前通知中央銀行或取得根據中央銀行同意要求之情況下，按董事可能決議之條件針對各檔基金成立一種或數種股份類股或系列。

12. 章程第 4 條第(s)項應修訂如下：

本公司因第 4 條第(e_r)項所述任何信託而可追討之總額，應依第 4 條第(e_r)項所載隱含條款抵償任何同期間之債務。

13. 章程第 4 條第(t)項應修訂如下：

本公司依第 4 條第(e_r)項所載隱含條款或以其他任何方式(不論於任何情形或地點)就前述事由所收回之任何資產或金額，在扣除或支付追討成本後，應歸入該基金以為補償。

14. 章程第 5 條第(a)項應修訂如下：

會員對於股份應享有其所有權，並以在依法設置之會員名冊中登錄其姓名、地址及持有股份為證，惟任何人之持股若低於最低持股，不得於會員名冊中登錄為會員。

15. 章程第 5 條第(b)項應修訂如下：

姓名登載於會員名冊之會員應獲開立表彰其持有股數之所有權證明或單份或數份股份證書(加蓋本公司通常印鑑並由存託機構及本公司簽署)，惟，股份證書之開立應經會員請求方可為之。存託機構及本公司之簽章得以機械方式複製。

16. 章程第 7 條第(a)項應修訂如下：

(a) 在不違反本章程及《條例》之規定下，本公司或他人代表本公司於任一交易日並自該日起一經收到下列項目：

- (i) 按本公司不時決定之格式所提出之股份申購；及
- (ii) 申購人資格、身分、住所、資金來源及董事得不時要求之其他資訊或文件；及
- (iii) 按本公司不時指定之方式及不時指定之一般時限內繳納之股款，惟，倘若本公司所收受之股款係以基準貨幣以外之貨幣支付者，本公司得轉換或安排將該等收受款項轉換為基準貨幣，且有權得自該等款項中扣除轉換所生之一切費用；

本公司即得依照股份發行當時之每股資產淨值(或，如為上述(iii)之情形，由本公司自行酌情決定，按收受款項被轉換為基準貨幣後之次一交易日之每股資產淨值)並扣除佣金(如有)後發行股份，本公司亦得在收到已結算款項之前即配發前揭股份，但若本公司並未在董事決定之期限內收到代表認購款項之已結算價款，則董事得註銷前項股份之配發(此一情形下，申購人將無權取得與該等經註銷股份有關之任何收益)，或者，可能向申購人收取利息及行政管理費，且申購人應承擔因未能在相關結算日全額支付股份價款而導致本公司所遭受之一切損失(其中可能包括本公司就有關股份進行投資所蒙受之市場損失，而該等股份可能嗣後必須出售，以實現股份之註銷)。此外，董

事將有權出售申請人持有之全部或部分基金或本公司任何其他基金之股份，以彌補該等費用或損失。申請人應於公開說明書不時規定之合理期限內，按公開說明書所載方式支付股份價款，否則將構成對申請人所簽訂之股份購買協議之根本違反。在股份獲配發並視為發行以前，本公司應就其就相關股份所持有之任何認購款項對申請人負責，且該等款項係為本公司之永久債務，而本公司就該等款項應被視為係申請人或其他人士之債務人而非受託人。董事得拒絕受理配發或發行股份之任何申請，並得在某確切期間或其他期間內停止發行有關配發或認購之股份。董事得全權決定拒絕受理本公司股份之任何申請或得受理任何申請之全部或一部。

如有拒絕受理申請之情形，相關認購款項應不計息且由申請人自行承擔風險下，返還予申請人。

17. 章程第 8 條第(a)項第(i)款應修訂如下：

- (i) 前述持有人(以下稱「基金申請人」)透過發出不可撤銷之通知(以下稱「基金轉換通知」)，並應由會員以書面形式向行政管理公司辦公室提出申請，且應檢具由基金申請人正式背書之股份證書或本公司發行之不記名憑證或董事認為充分之其他所有權、繼承或轉讓證明，並一併檢具未到期之股利息票後，即可執行轉換；

18. 章程第 9 條第(d)項第(iv)款應修訂如下：

- (iv) 存託機構應確信股份發行所依據之條款不致可能對既有會員產生任何重大不利影響。

19. 章程第 10 條第(c)項第(i)款及第(ii)款應修訂如下：

- (i) 若董事獲悉有任何股份係由或可能由任何違反前述第 10 條第(a)項限制之人直接擁有或持有或擁有受益權(以下稱「相關股份」)，董事得向相關股份登記姓名之人發出通知，要求其移轉該等股份(及/或處分該等股份之利益)予董事認為不會因前述第 10 條第(a)項而被認定不符持股資格之人(下稱「合格人士」)，或要求該人依據本章程以書面要求買回相關股份。若依本條規定被送達此等通知之人未在該通知發出後二十一天內(或董事會得全權決定認為屬合理之延長期限內)，移轉相關股份予合格人士、請求本公司買回相關股份，或使董事確信(董事之判斷應為最終具約束力之判斷)其不符此等限制，則董事得於該二十一天期限屆滿時，全權決定安排於董事經存託機構事前書面同意後決定之日期，買回全部相關股份，或依以下第(iii)款規定移轉所有相關股份予合格人士，相關股份之持有人應立即交付其股份證書或其他所有權證明(如有)予董事，且董事有權指派任何人代該人簽署本公司為買回或移轉相關股份所需之文件。
- (ii) 任何人如已獲悉其持有或擁有相關股份，則除非其已收到依前述第 10 條第(a)項所發出之通知，否則應立即將其所有相關股份移轉至合格人士，或依據本章程以書面請求買回其全部相關股份。

20. 章程第 11 條第(a)項、第(b)項、第(j)項及第(m)項應修訂如下：

- (a) 本公司得依據本章程及公開說明書所定之規則與程序，於任何時候買回其流通在外已繳足股款之股份。會員得隨時不可撤銷地透過向本公司提出買回股份之申請，請求本

公司買回其持有本公司之全部或任何一部股份，除公開說明書就任何基金另有規定外，買回申請應依據公開說明書所載程序，於收到買回申請後之交易日生效。

- (b) 股份買回申請應以本公司規定之格式為之，一經申請即不可撤銷，且除公開說明書另有規定外，應由會員以書面形式向本公司登記營業處提出，或向本公司不時指定擔任其股份買回代理人之人或機構辦公室提出，且如經本公司要求，應一併檢附(會員正式背書之)股份證書(如適用)，或本公司滿意之適當繼承或轉讓證明(如適用)。
- (j) 本公司得經董事決定但須經相關會員同意，以價值(按第 14 條計算)等同於股份買回價格之相關基金資產實物移轉至申請買回之會員，履行股份之買回申請，猶如以現金支付扣除手續費及董事決定之其他移轉費用後之買回款項，惟，此項實物移轉應經申請買回之會員同意，方得為之。倘申請買回之會員所擬買回之股份數達相關基金資產淨值之 5%或以上，則本公司得自行決定以實物方式執行買回，而毋須徵得相關會員之同意。此情形下，如經會員請求，本公司將出售擬以實物分配之相關基金資產，然後再將所得之現金款項扣除相關會員就前項出售所應負擔之費用後，分配予該會員，而毋須徵得相關會員之同意。以實物移轉予各會員之資產性質與種類，應由董事基於董事全權視為公平且不損及相關基金或類股其餘會員權益之基礎予以決定，且就資產分配應取得存託機構之同意。
- (m) 若某類股類股或基金基金之所有股份股份全部遭贖回，董事得於前述贖回後，按每股之首次首次發行價格或董事決定之其他每股認購價格，另發行該類股類股或基金基金之股份股份。依本條規定所為之股份發行應依中央銀行規定為之。

21. 章程第 12 條第(b)項應全部刪除：

~~(b) 若會員並未於任何股東會上，以同意授權董事另發行本公司股份所需之決議方式同意前述授權。~~

22. 章程第 12 條第(f)項應修訂如下：

在不限制前述之一般性原則下，董事得採取下列任一行動或其全權決定認為必要之任何合理之額外或附屬行動，以遵守 FATCA/CRS(或具類似目的之其他任何法律)規定：(a)不時要求會員提供必要之資訊或確認，或(b)與 IRS、稅務局或其他任何相關稅務機關或其他政府機關分享該等資訊。倘有會員未依要求提供資訊或確認，或有會員在任何其他方面被視為就 FATCA/CRS 而言屬不合作帳戶持有人，或基於其他理由被視為不遵守 FATCA/CRS 或將有損本公司遵守 FATCA/CRS 之能力者，本公司得買回或註銷該會員之股份及/或強制或執行賣出該等股份，或採取其他任何可合理視為必要之行動，俾本公司得遵守 FATCA/CRS 之規定。

23. 章程第 14 條第(b)項應修訂如下：

本公司資產將於各交易日按公開說明書所載時間或按董事決定之其他時間計價，並將於交易日通知會員。計算各基金每股資產淨值時，係以該基金資產減去負債，再除以該基金已發行之股份數。倘任何本公司債務係無法歸屬於任何基金者，則將按比例分配至所有基金。

倘遇公開說明書所載情形，董事得決定透過稀釋調整以提高或降低每股資產淨值之金額。當基金有淨流入或淨流出時，本公司得適用稀釋調整，俾基金股份價格得高於或低於依中間市場評價所得出之價格。惟，並無法正確預測某一特定交易日是否發生稀釋之情形，因此並無法正確預測本公司應進行稀釋調整之頻率。適用稀釋調整可能降低基金股份之買回價格或提高基金股份之認購價格。如進行稀釋調整，則在基金收到後述淨申購之情形下，該基金每股資產淨值將增加，而當基金遇到淨贖回之情形下，該基金之每股資產淨值則將降低。稀釋調整之實施與否將取決於交易日當日出售或買回股份之數量而定。各基金稀釋調整之計算將參考該基金標的投資之交易成本，包括任何交易價差、手續費及轉讓稅負。此等成本可能隨時間變動，因此稀釋調整之金額亦將隨時間而調整。同一基金各類股之價格將各別計算，但該基金各類股之股份價格將以同一方式受稀釋調整之影響。若股份買進賣出，卻未實施稀釋調整，則可能對基金資產淨值造成不利影響。

稀釋調整將由行政管理公司每季進行計算，或於董事就任何基金所決定之其他時間進行計算。會員可向行政管理公司索取適用認購及/或贖回之稀釋調整詳細內容。

一檔基金得包含一個以上之類股，同一基金下不同類股之每股資產淨值可能不同。倘基金係由一個以上之類股組成者，於釐定各類股之資產淨值時，應計算該基金內歸屬於各類股之資產淨值金額。在釐定基金中某類股之資產淨值金額時，應確定基金中該類股發行股份之價值，再將相關費用與支出分配於該類股，並於考量該基金所發放之配息後進行適當調整(如適用時)，最後依此分配得出該基金之資產淨值。計算基金中某類股之每股資產淨值時，係將該類股資產淨值除以該類股之發行股數。倘發行非以該類股之貨幣計價之非避險貨幣類股時，認購與贖回之貨幣轉換費用將由該類股負擔。倘發行非以該類股之貨幣計價之避險類股時，任何避險交易之成本及損益將由該類股負擔。

釐定基金資產價值時，在受規管市場上市或交易之各證券，將以通常在作為該證券主要市場之受規管市場之價值計算，並以該受規管市場之最新可得市價為準。倘若任何在獲認可之受規管市場上市或交易之資產係於相關受規管市場以外或場外以溢價或折價取得或交易者，進行該等資產之估值時得將估值點之溢價或折價水平納入考量，惟，存託機構應確信在確定該等證券之可能變現價值時採行該程序確屬合理。

至於未上市證券及在受規管市場上市或交易之其他任何資產，若在計價時無法獲得可反映公平價值之市價或報價，則由董事或其正式任命並經存託機構就此目的同意之代理人所選擇並經存託機構就此目的核准之證券商或其他適任之人，秉持注意與善意估計該資產之價值，估計時應以該投資之可能變現價值為準。現金及其他流動資產將按其面額計價並加計至相關交易日為止之孳息(如有)。如無法取得固定收益證券之可靠市場報價者，得使用董事或適任人士所編纂之矩陣方法釐定該等證券之價值，該方法則係參考在評等、殖利率、到期日及其他特徵方面具有可比性之其他證券評價對該等證券進行計值。

集體投資計畫之投資應按該集體投資計畫股份或單位之最新可得買回價格進行計值。

交易所交易之衍生性工具應以該交易所之相關結算價格進行計值。

非在交易所買賣之衍生性工具應使用交易對手之評價或替代評價(例如本公司所計算或董事委任並經存託機構就此目的核准之獨立計價機構所計算之評價)進行每日計值。若使用交易對手之評價，該評價必須由經存託機構就此目的核准之獨立機構(可能為投資管理公司)至少

每週核可或驗證一次。若本公司使用替代評價為店頭市場衍生性工具評價時，本公司須遵守國際間最佳實務並恪遵由例如 IOSCO 及 AIMA 等機構建立之店頭市場工具評價原則。替代評價係由董事所委任並經存託機構就此目的核准之適任人士所提供之評價，或以其他任何方式提供但須經存託機構核准之評價。替代評價每月將與交易對手評價對帳，若有重大出入將立即進行調查並加以說明。遠期外匯合約應依據可於該交易日承辦且具同樣規模與到期日之新遠期外匯合約價格計值。在決定資產價值時，應加上累計但尚未收取之利息或股息，及可用於分配但尚未行分配之款項，並減去所有累計之債務，包括已宣佈分配之股息。未在受規管市場交易但由結算交易對手進行結算之衍生性工具合約，將按該衍生性工具合約之市價計值，或若市況導致無法按市價計值時，則可使用可靠且審慎之模型計值。

~~成本攤銷法僅能適用於剩餘到期日 15 個月(含)以下之投資且僅能適用於貨幣市場基金。依成本攤銷法，基金之投資應按其取得成本估價，並依溢價折舊與折價攤平作調整，而非按目前市價估價。董事應持續評估此評價方法並於必要時建議變更，以確保基金投資係根據董事秉持善意釐定之公平價值計價。本公司每週審視資產市價與按成本攤銷評價法計值兩者間之差異。若差額大於 0.3%，本公司將於每個交易日審視差額，直到差額低於 0.25% 為止。但若有任何時候，基金任何資產之市價與其按成本攤銷法計算之價值，兩者差額超過 0.5%，本公司將立即考慮是否採取必要措施以減低該稀釋。所有相關程序與審視應確實記錄。本公司將監控成本攤銷評價法之運用，以確保此方法持續符合會員最佳利益，並提供基金投資之公平計價。根據成本攤銷評價法計算之商品價值有時候可能高於或低於若基金出售該商品所能獲得之價格，且成本攤銷評價法之準確度有可能受到利率變動及基金投資之發行人信用狀況之影響。~~

~~成本攤銷評價法亦可運用於浮動利率商品，此等商品每年(或更短期間)重設利率，其市價近似成本攤銷法計算之價值，且剩餘期限為兩年(含)以下。但若係符合此等條件之高信用品質商品，且其採用相關程序以確保所得出之評價不致與其真正市價差距過大者，則剩餘到期日之上限可提高至五年。~~

24. 章程第 14 條第(c)項應修訂如下：

董事或其正式委任之代理人如認為本條所定之評價法無法為某特定資產提供公平計價，則有權採用替代評價法為該資產計價，惟該替代評價法須經存託機構核可。

25. 章程第 14 條應新增第(e)項規定如下：

縱有上述規定：

- (i) 對於任何特定貨幣市場基金，倘若該基金符合中央銀行對貨幣市場基金之要求，且將根據中央銀行指引針對成本攤銷評價法相較於市場評價進行審查，則董事或其代理人得自行決定使用成本攤銷評價法對任何有關投資進行估值。
- (ii) 對於任何非屬貨幣市場基金但投資於貨幣市場工具之特定基金，董事或其代理人得自行決定依據成本攤銷法對任何有關投資進行估值，惟前提是，任何證券如採用成本攤銷評價基礎進行估值者，均應依照中央銀行之規定為之。

26. 章程第 14 條第(f)項應修訂如下：

在不影響本章程賦予董事得將其功能委託辦理之一般權力下，董事得將其任何有關計算資產淨值之功能委由行政管理公司、由董事組成之委員會或任何其他獲正式授權之人士辦理。在無蓄意不當作為或明顯錯誤之情況下，董事或由董事組成之任何委員會或行政管理公司或任何獲正式授權之人在代表本公司計算資產淨值時所作之每一決定，對本公司及現有、過去或未來之會員均具有最終拘束力。

27.章程第 15 條第(d)項、第(h)項、第(i)項及第(j)項應修訂如下：

- (d) 董事得拒絕受理股份轉讓之登記，除非轉讓文件連同董事得合理要求能顯示讓與人有權為該項轉讓之證明，已一併提交於本公司之登記營業處或董事合理要求之其他處所。倘若受讓人依本章程條文之規定不得持有本公司之股份，則董事得拒絕受理轉讓登記。
- (h) 萬一會員身故，則尚存之共同持有人(若身故者為共同持有人)及身故者之遺產執行人或管理人(若身故者為單獨或存續之持有人)將為本公司所認可享有該身故者股份權益所有權之唯一人士。惟，本條之規定並未免除身故持有人(不論是單獨或共同持有之情形)有關其單獨或共同持有之任何股份之負債。
- (i) 未成年會員之任何監護人、法律上無行為能力之會員之任何監護人或其他法定代表人，以及因會員身故、無償債能力或破產而有權繼承股份之任何人士，在出示董事要求之關於其所有權證明後，有權得以其本身名義登記為有關股份之持有人或進行已身故或破產會員原本可進行之有關轉讓。惟，在前述任一種情況下，董事得拒絕或暫停受理該等人士之該等股份轉讓登記，如同該等股份轉讓登記係由未成年人、已身故、無償債能力或破產之會員在身故、無償債能力或破產以致或發生喪失法律上行為能力前所作出般。
- (j) 因會員身故、無償債能力或破產而對股份享有權利之人士，有權收取並得解除有關股份之任何應付款項或其他利益，惟，於其登記成為有關股份之會員以前，該等人士尚無權收受本公司股東會通知或出席股東會或於會議中投票表決，或享有會員之任何權利或特權(除前述之外)；惟，董事得隨時發出通知要求任何該等人士選擇以其自身名義登記為股份持有人或將股份轉讓，且倘該項通知未於九十天內獲得遵守，則董事會嗣後可扣留有關股份之所有應付款項或其他利益，直到通知上之要求獲得遵守為止。

28.章程第 16 條第(c)項及第(d)項應修訂如下：

- (c) 在取得中央銀行核可及遵守《條例》所載之限制下，本公司至多得將任何基金資產之 100%投資於由歐盟或由歐盟會員國所發行或保證，或由前述任一會員國政府或地方機關發行或保證，或由非歐盟會員國所發行或保證，或由美國政府(含其機構及部門)、瑞士、挪威、加拿大、日本、澳洲與、紐西蘭及英國所發行或保證，或由下列機構發行或保證之可轉讓證券及/或貨幣市場工具：中華人民共和國政府、巴西政府(但相關發行須為投資等級)、印度政府(但相關發行須為投資等級)、新加坡政府、經濟合作發展組織成員國政府，或輸出入銀行、世界銀行、歐洲投資銀行、歐洲央行、歐洲原子能共同體、美洲開發銀行、亞洲開發銀行、國際復興開發銀行、歐洲復興開發銀行、國際金融公司、國際貨幣基金、歐洲理事會、歐洲鐵路運輸融資公司、非洲開發銀行、歐洲聯盟、美國聯邦國民抵押貸款協會(房利美)、美國聯邦住宅貸款抵押公司(房地

美)、美國政府國家房貸協會(吉利美)、學生貸款行銷協會(沙利美)、聯邦住宅貸款銀行、聯邦農業信用銀行、田納西河谷管理局、[Straight-A Funding LLC](#)，以及美國政府以十足信用擔保之發行。

- (d) 除經允許投資之未上市證券及店頭市場(下稱「店頭市場」)衍生性工具或開放型集體投資計畫外，本公司將僅投資於在符合法定標準(即受規管、經常性營運、受認可及對大眾開放)且列載於公開說明書之證券交易所或市場(包括衍生性商品市場)上市或買賣之證券與衍生性工具。就本 16 條第(d)項之目的，凡提及「未上市證券」，可包括在市場或交易所掛牌之證券但該市場或交易所並未依據 UCITS 條例第 68(1)(c)條及第 68(2)(a)條列載於[公開說明書中之清單](#)後述者。

29.章程第 17 條第(a)項應修訂如下：

- (a) 本公司所有股東會均應於愛爾蘭舉行，[如為《公司法》所允許之情形，則本公司股東會亦得遠程舉行](#)。

30.章程第 18 條第(b)項應修訂如下：

- (b) 董事、[管理公司](#)、[存託機構](#)及查核會計師均有資格收受本公司任何股東會之通知以及有權出席該股東會及發言。

31.章程第 19 條第(b)項、第(c)項、第(d)項、第(e)項、第(f)項、第(g)項、第(h)項、第(i)項、第(j)項及第(m)項應修訂如下：

- (b) 任何股東會如未達法定人數，概不得處理任何事項。股東會有兩名會員出席，不論親自或委託代理人出席，即構成法定人數，但倘若某[基金基金](#)或類股僅有一名會員，法定人數則為一名親自或委託代理人出席會議之會員。依第 20 條第(m)項獲授權得出席本公司任何會議之法人代表，就法定人數之目的應視為一名會員。
- (c) 如任一會議於指定會議時間起半小時內仍未達法定人數者，該會議如係由會員或依會員請求而召開者，則將予解散；若屬其他任何情形，則應延會至下星期同一天之同一時間及地點，或董事所決定之其他日期、時間和地點舉行。[如延會於指定會議時間起半小時內仍未達法定人數者，該會議倘非依董事會決議而召開者，則將予解散；但若該會議係依董事會決議而召開者，任何一名有權被計入法定人數之人出席該會議即構成法定人數。](#)
- (d) 本公司[董事長董事長](#)，或若董事長缺席時由副[董事長董事長](#)，或若副[董事長副董事長](#)不克出席時由董事彼此推選一人，擔任本公司每次股東會之[主席主席](#)，但若會議召開之指定時間起十五分鐘內，[董事長董事長](#)、副[董事長董事長](#)或該名董事仍未出席，或若其任一人均無意願擔任[主席主席](#)，則所有出席董事應推選其中一名出席董事擔任[主席主席](#)，或若無董事出席時，或若所有出席董事均拒絕擔任主席時，則由出席會員推選一名與會會員擔任[主席主席](#)。
- (e) [主席主席](#)在任何已達法定人數之會議同意下得(如會議上有所指示，則須)將會議延至不同時間及地點舉行，但任何延會會議中，除處理引發延會之原來會議所未完成之事

項外，不得處理其他事項。如會議延期達或逾十四天，須比照就原來會議須發出之會議通知，就該延會發出至少十天前之通知並載明該延會之地點、日期及時間，但無須於通知上載明該延會中欲處理之事項性質。除以上所述外，會議之延期或延會上欲處理之事項，均無須另為通知。

- (f) 在任何股東會上交付表決之議案，應以舉手方式表決，除非在宣布舉手表決結果之前或之時，由主席主席或有權在會議中行使表決權之至少五名出席會員或代表至少十分之一發行股份之出席會員要求以投票方式表決。除非有人要求以投票方式表決，否則當主席主席宣布議案已獲舉手表決通過或一致通過，或獲某特定多數通過，或不獲通過，或不獲某特定多數通過，並且在載有本公司議事程序記錄之簿冊中已就此作成記錄，即為有關事實之確證，而無須證明該項決議所得之贊成或反對之票數或比例。
- (g) 倘正式要求以投票方式表決，即應按主席主席所指示之方式及地點進行(包括使用選票或投票紙或投票單)，且表決結果應視為在提出投票表決要求之會議上所通過之決議。
- (h) 若係投票表決之情形，主席主席得指派監票人，並得為宣佈投票結果而指定延會之地點及時間。
- (i) 不論舉手表決或投票表決，如票數相同，則舉手表決會議或要求投票表決會議中之主席主席，有權投第二票或決定票。
- (j) 就選舉主席主席或就應否延會之問題而要求以投票表決時，該表決應於要求提出後隨即進行。就任何其他問題而要求以投票表決時，該表決應於會議主席主席所指示之時間及地點進行，但自提出投票表決要求之會議或延會日期起不得超過三十天。
- (m) 本公司股本如分為不同類股之股份，則不論本公司是否遭解散，各類股之權利(除各該類股股份之發行條款另有規定或本章程另有規定外)均得在徵得經該類股股份持有人書面同意後之情況下，以普通決議之方式予以變更，惟須符合中央銀行之規定，且該等類股股東會應準用本章程有關股東會之規定，惟，任何該等類股股東會之法定人數，應為兩名或兩名以上之有關類股會員親自或委託代理人出席且其合計持有至少該類股三分之一之股份。縱有上述規定，倘若董事或其代理人認為對任何股份類股所附帶之權利進行變更、修改或廢除應不致對任何相關會員之權益造成重大損害者，即毋須取得有關同意或批准。任何該等變更、修改或廢除將載於公開說明書之增補文件(或重新聲明)或原先就有關股份所發行之相關增補文件，其副本將於文件發行日寄送至登載於會員名冊上之有關會員，並將對相關會員具有拘束力。

32.章程第 19 條第(n)項應全部移列至第 20 條項下。

33.章程第 20 條第(d)項、第(f)項、第(g)項及第(m)項應修訂如下：

- (d) 任何人不得對表決人之表決資格提出異議，除非該異議是在表決人作出有關表決之會議或延會上提出；在此等會議中未被拒絕之任何表決，就所有目的而言均屬有效。於適當時間所提出之任何此等異議，均應交由會議主席主席處理，主席之決定即為最終及具決定性之決定。

- (f) 如係投票表決，擁有一票以上之會員於投票時，無須盡用其所有票數或將所有票數作同一選擇。
- (g) 委任受託代理人之文書，應由委託人或其正式書面授權之代理人以書面(電子或其他形式)簽署，委託人若係法人，則該文書應加蓋其通常印鑑，或由正式授權之高階主管或代理人簽署。委託書應按任何一般格式或董事批准之格式製作，但無論如何，前述格式應提供股東選項以選擇授權其受託代理人就議案投贊成或反對票。
- (m) 法人會員得以其董事或其他治理單位之決議，授權其認為合適之人擔任其代表，出席本公司任何會議，且前述獲授權之人有權行使其所代表之法人倘係自然人時可行使之相同權力；就此等目的而言，若獲前述授權之人士出席任何會議，應視該法人為親自出席。

34.章程第 20 條應新增第(n)項規定如下：

(n) 第 18、19、20 及 21 條之規定，於各類股或系列會員之會議，準用之。

35.章程第 21 條第(g)項應修訂如下：

董事如有下述任一情形，即應辭任董事一職：

- (i) 向本公司登記營業處遞交其書面簽署之辭職通知書；
- (ii) 破產或與其債權人概括性達成任何債務協議或債務和解；
- (iii) 心智不健全；
- (iv) 基於依任何法律條文所頒布之命令，而不再成為董事或被禁止擔任董事；
- (v) 經其他多數董事(不得少於兩人)要求離職；
- (vi) 經普通決議而遭免職；
- (vii) 未經董事決議允許請假而連續四次未出席會議；
- (viii) 於就任後成為英國居民，從而導致有過半董事為英國居民。

36.章程第 21 條應新增第(h)項規定如下：

任何董事均毋須輪流退任。

37.章程第 21 條第(i)項、第(k)項、第(l)項、第(m)項及第(n)項應修訂如下：

- (i) 任一名或數名會員可於至少十天前以書面通知本公司其欲提名卸任董事以外之任何他人出任董事職位，且該通知書應檢附被提名人之書面簽署通知書確認其被提名之意願，

惟，倘經出席股東會之會員無異議通過，則會議主席主席得免除前述通知規定，並將該被提名人交付大會討論，但該被提名人仍須以書面確認其被提名之意願。提名卸任董事以外之任何他人出任董事，僅得由董事提名之，或由在提名日期前一個交易日合計持有股份不少於本公司資產淨值 2.5%之一名或數名會員提名之。

(k) 董事得隨時以親筆簽名並留存於登記營業處或送交董事會會議之書面文件(不論是電子形式或其他書面形式)，指派任何董事或其他人擔任其代理董事，惟，除非經中央銀行同意，否則任何委由董事以外之任何人擔任代理董事之指派均不生效力。董事亦得以同樣方式隨時終止該等指派。惟，居住於英國以外之董事不得指派居住於英國之董事擔任其代理董事。

(l) 代理董事之指派應於其指派人停止擔任董事時終止，或於發生任何情形致其若為董事將導致其應辭任董事職位時終止。

(m) 代理董事有權收受董事會開會通知書，並有權以董事身分出席其指派人無法親自出席之董事會會議並參與表決，以及在前述會議上履行其指派人之所有董事職責。就董事會議事程序之目的而言，應猶如該人(非其指派人)係董事一般而適用本章程條款。若代理董事本身即為董事或代理一名以上董事出席董事會會議者，其表決權應累積計算，但在釐定法定人數時，其應僅計為一名董事。若其指派人於當時暫時無法行事，則其就董事會任何書面決議案之簽名以及就加蓋本公司印鑑之目的而簽名，應如其指派人之簽名般有效。就董事組成之委員會而言，在董事得不時作成相關決定之範圍內，本項之前揭規定，於其指派人擔任委員之任何委員會會議，亦準用之。除前述規定或本章程另有規定外，代理董事不具董事之權力，亦不得被視為董事。

(n) 代理董事有資格訂約以及就契約或協議或交易存有利害關係及獲取利益，且得猶如董事般在某種程度上準用獲償付開支及受補償之規定，惟其無資格就其被指派擔任代理董事而自本公司收取任何薪酬，但按其指派人不時以書面通知本公司之指示原應付予其指派人之有關部份酬金(如有)除外。

38.章程第 22 條應修訂如下：

(a) 董事得按其決定之條件與任期，指派一名或一名以上董事成員擔任常務董事或共同常務董事或本公司之其他任何管理職(包括，倘視為適當時，董事長董事長職位)，以及在不損及於任何特殊情況下所簽訂之契約條件下，得隨時撤銷前述指派，惟，常務董事或共同常務董事或董事長董事長應於英國境外行使其所有權力，尤其，所作成之任何決策或指示均應於英國境外為之。

(b) 擔任前述任何管理職之董事應按董事會釐定之方式收取薪酬，不論是附加於或取代董事基本薪酬，且不論是採薪資、佣金或利潤分享之方式，或部分以一種方式、部分以另一種方式為之者。

(c) 董事擔任董事長董事長或常務董事或共同常務董事職位之指派，應於其停止成為董事時自動終止，惟此並不影響本公司向該人就其違反該人與本公司間所訂任何服務契約而請求損害賠償之權利。

- (d) 董事擔任其他任何管理職之指派，將不會因該人基於任何理由停止成為董事而自動終止(除非其擔任該職位所依據之契約或決議另有明文規定)，此情形下，前述終止將不影響本公司向該人就其違反該人與本公司間所訂任何服務契約而請求損害賠償之權利。
- (e) 董事得兼任本公司其他任何職位或受薪職務(查核會計師除外)，並得依據董事會安排之薪酬及其他條件，以專業人士身分為本公司行事。

(f) 經當時有權收受董事會開會通知書並參與表決之全體董事簽署(不論係以電子簽章、進階電子簽章或其他經董事同意之簽章形式簽署)之書面決議(不論是電子形式或其他形式)，其效力應等同於在正式召集之董事會會議中通過之決議，且得由數份相同形式之文件組成，而每一份該等文件得由一名或數名董事簽署。書面決議應視為係於最後一名簽署人簽署書面決議(不論是電子形式或其他形式)時之所在國家或地點簽署。

(g) (f)在遵守《公司法》條文以及向董事會揭露其任何重大利害關係之性質與程度之前提下，董事不論擔任任何種職位，皆：

- (i) 得成為本公司所訂任何交易或協議之立約當事人或利害關係人，或在本公司存有利害關係之任何交易或協議中作為立約當事人或利害關係人；及
- (ii) 無須因其在前述職位或聘僱關係中，或在前述任何交易或協議中，或在與任何法人之利害關係中，所衍生而得之任何利益，而須向本公司說明，且任何此類交易或協議亦不因前述任何利害關係或利益而失效。

(h) (f)董事或準董事並不因其職位以致喪失以賣方、買方或其他身分而與本公司訂立契約之資格；且任何此類契約，或其他公司所簽訂或代表其他公司所簽訂而董事於其中以任何方式具有利害關係之任何契約或協議，亦不因此而失效；而訂立有關契約或涉及上述利害關係之任何董事，亦無須因其擔任該職位或因該職位所建立之忠實義務關係，而就有關契約或協議所實現之任何利益向本公司負有說明義務。董事必須於首次考慮訂立該契約或協議之董事會會議上申明其利害關係之性質；或倘該董事於前述會議日期時尚未就擬議之契約或協議存在此等利害關係，則應於其成為存在利害關係後之下一次董事會會議上申明；倘若該董事於訂立契約或協議後始存在利害關係，則於其變成存有此等利害關係後之首次董事會會議上申明其利害關係之性質。

(i) (f)依本條所為之每一項申明及通知應於發出後三天內記載於依此目的而保存之簿冊中。此類簿冊應於本公司登記營業處開放予任何董事、秘書、查核會計師或會員免費查閱，且須於本公司每次股東會上，以及若經任何董事給予充分之時間要求時則須於每次董事會會議上，提供前述簿冊以供會議上使用。

(j) (f)就本條之目的：

- (i) 向董事會發出一般性通知，表明某董事在某指定之人或指定類別之人存有利害關係之交易或安排中，將被視為存有通知上所指性質與程度之利害關係，即視為已就該董事在前述交易中存有以上所指性質與程度之利害關係之揭露；及

- (ii) 董事並未知悉且無法合理預期其已知悉之利害關係，將不視為該董事具有利害關係。
- (k) ~~(k)~~除本章程另有規定外，若董事對任何議案所涉事項具有直接或間接之重大利害關係或對任何議案所涉職責係直接或間接與本公司利益產生衝突或可能產生衝突者，該董事即不得就有關議案在董事會或由董事組成之委員會會議上行使表決權。除董事會另有決議外，該董事就其無權參與表決之任何前述議案，不得被計入該議案有關會議之法定出席人數。
- (l) ~~(l)~~董事有權(若無以下所列以外之其他重大利害關係)就有關下列事項之任何議案參與表決(並計入法定人數)，即：
- (i) 就該董事貸與本公司或其任何子公司或關係企業款項，或應本公司或其任何子公司或關係企業之要求或為本公司或其任何子公司或關係企業之利益而承擔義務，因而給予該董事任何擔保、保證或補償；或
- (ii) 本公司或其任何子公司或關係企業就其債務或義務向第三人提供任何擔保、保證或補償，而該董事根據某項保證或補償或藉由提供擔保，已承擔該債務或義務之全部或部分責任者；或
- (iii) 任何有關提供本公司或其任何子公司或關係企業之股份或其他證券，或由本公司或其任何子公司或關係企業提供股份或其他證券，以供認購、購買或轉換之提案，而該董事因參與或即將參與前述股份或證券之承銷或轉承銷而具利害關係者；或
- (iv) 任何有關其他公司之提案，而該董事因擔任該其他公司之高階主管或股東或其他身分，因而與該其他公司存有直接或間接利害關係；惟該董事持有該其他公司任何類股之發行股份或表決權，不得達或逾 1%，否則就本條而言，任何此類利害關係在所有情形下均視為具有重大利害關係。
- (m) ~~(m)~~倘所考慮之提案係有關任命(包括釐定或變更委任條款)兩名或兩名以上董事出任本公司職位或職務，則該等提案得分開處理，並就各董事分別考慮。在此情況下，各有關董事(如未被禁止參與表決)有權就有關其本身任命以外之各項議案參與表決(及計入法定人數)。
- (n) ~~(n)~~如於任何董事會會議或由董事組成之委員會會議上有任何有關董事利害關係之重大程度或有關任何董事之表決權之議題，而該議題無法透過當事人自願同意放棄表決而獲解決者，則應於該次會議結束前將該議題提交至會議主席主席。主席對於自身以外之任何其他董事所作之裁定應為最終定論。
- (o) ~~(o)~~就本條之目的而言，董事之配偶或未成年子女之利害關係，應視為該董事之利害關係；若係代理董事，則其指派人之利害關係應視為該名代理董事之利害關係。
- (p) ~~(p)~~本公司得以普通決議於任何程度上暫停或放寬本條規定，或追認因違反本條而未經正式授權之任何交易。

(g) ~~(f)~~董事均獲明文授權(就《公司法》第 228(1)(d)條之目的而言)得使用本公司之財產或資訊，惟須遵守董事會批准之條件，或根據董事會按本章程轉授之授權而已批准之條件。

(r) ~~(g)~~《公司法》第 228(1)(e)條並無任何規定限制董事訂立已獲董事會批准或已根據董事會按本章程轉授之授權而獲批准之任何承諾。各董事均負有在訂立《公司法》第 228(1)(e)(ii)條及第 228(2)條所允許之任何承諾前取得董事會事前核准之義務。

39.章程第 23 條應新增第(c)項規定如下：

本公司可能簽訂之任何協議或契約若提及任何該等文件之簽署，應包括以用印或親簽方式，或經董事核准之任何電子簽章方式為之。

40.章程第 25 條第(a)項應修訂如下：

董事如認為適當，可舉行會議以處理事務、將會議延期及以其他方式規範會議。任何會議上所提出之議題應由多數決決定。如票數相同，主席主席有權投第二票或決定票，惟該表決權之行使不得使有關決定或表決成為由居住於英國之過半董事所決定或通過者。任何董事均得(以及秘書於董事要求時，應)隨時召開董事會會議。~~所有董事會會議應於愛爾蘭舉行。~~

41.章程第 25 條第(d)項應修訂如下：

董事得不時選任或罷免董事長董事長及副董事長董事長(如其認為適當時)，以及決定前述職位之任期。

42.章程第 25 條第(e)項應修訂如下：

本公司董事長董事長，或若董事長董事長缺席時由副董事長董事長，應擔任所有董事會會議之主席，但若無董事長董事長或副董事長董事長，或若任何會議指定開會時間起五分鐘內，董事長董事長或副董事長董事長仍未出席，則應由出席董事推選一人擔任該會議主席主席。

43.章程第 25 條第(f)項應全部刪除。

44.章程第 25 條第(l)項應修訂如下：

倘本章程第 25 條第(l)項所述任何會議記錄宣稱經由會議程序發生之該會議主席主席或由下次續會之主席主席簽署，則除非相反證明成立，該等會議記錄應為其會議程序之確證。

45.章程第 25 條第(m)項應修訂如下：

任何董事均得透過電話會議或透過所有與會者均能聽見其他人發言之其他電子通訊設備，參與董事會會議或由董事組成之委員會會議。任何該等會議應視為係於電話會議或任何類似電子通訊發起之地點召開。以此等方式參與會議應構成親自出席會議，且於確定是否滿足出席會議之法定人數時，應將之納入計算。

46.章程第 27 條應修訂如下：

- (a) 董事須妥善保管本公司印鑑。本公司印鑑須經董事核可或經董事就此授權之董事委員會核可，方可使用。董事如認為適當時，得不時決定負責為加蓋印鑑簽署認證之人員及人數，惟，除董事已另行決定外，該等簽署認證應由兩名董事，或由一名董事及秘書，或由經董事正式授權之其他人為之。董事亦可為不同目的而授權不同人員辦理此等事項。
- (b) 董事得透過決議作成通案決定或依個案決定，明定為加蓋印鑑簽署認證之人得以機印方法簽名，或決定該等證書毋須由任何人士簽名。

就本條之目的，任何應加蓋印鑑之文書若以電子形式作成，則其用印應基於由一名董事及秘書(或第二名董事或董事為此目的所指定之其他人)所出具之合格證明，以進階電子簽章方式為之。

47.章程第 28 條第(b)項應修訂如下：

如經有關股份類股之會員以普通決議為核准，則董事得透過股息或其他方式，就本公司之任何資產對會員進行實物分配(任何附有或有債務之資產除外)。

48.章程第 26 條第(i)項應全部刪除。

49.章程第 29 條第(a)項第(i)款及第(ii)款應修訂如下：

- (i) 本公司透過預付郵資之信件郵寄支票至會員名冊上之會員地址或因股份移轉而有資格領取支票之人登記在會員名冊之地址，或會員最後所提供或因移轉而有資格獲寄支票之人最後所提供之地址，經六年後該支票仍未被兌現或表示收到，且本公司亦未收到該會員或因移轉而享有資格之該人之任何訊息(惟該六年期間內有關股份須至少已支付三次股息)；
- (ii) 前述六年期間屆滿時，本公司已將其有意買回前述股份之通知書，透過預付郵資之信件郵寄至會員名冊上之會員地址或因股份移轉而有資格領取支票之人登記在會員名冊之地址，或會員最後所提供或因移轉而有資格獲寄支票之人最後所提供之地址，或透過在愛爾蘭發行之一家全國性日報或在第 29 條第(a)項第(i)款所述地址所在地區流通之一家報紙刊登廣告；

50.章程第 29 條應新增第(c)項規定如下：

在某些情況下(例如基金終止、清算或強制買回)，本公司可能實際上無法向一名或多名會員支付應付資產。縱使本章程另有其他規定，一旦已採取為進行支付之所有合理措施，董事即得酌情認為會員就該等資產所提出之任何請求(不論其形式為未請領之股息、未支付之買回價款或其他形式)以及本公司有關該等請求之任何義務均應告消滅，以及任何該等金額可由相關基金為其他會員之利益予以保留或支付予董事決定之慈善基金會。上述規定可能在董事

行使酌情權所合理決定之最低限度內予以適用，或基於本公司為履行其愛爾蘭法律下之洗錢防制義務而無條件適用。

51. 章程第 32 條第(a)項、第(b)項及第(c)項應修訂如下：

- (a) 任何必須送達、提供或寄發予會員之通知或其他文件，如係以郵件寄出或留置於其在會員名冊上所載地址，或經會員同意(一經會員向本公司提供電子郵件信箱，即視為給予該同意)後透過電子方式以電子格式提供或寄發，以及倘係共同會員之情形，依前述方式送達或寄至會員名冊中排名首位之共有人，或(本公司股東會通知書除外)倘將該通知或文件全文刊登於一份愛爾蘭全國性日報或本公司得不時決定並於本公司股份行銷所在國家流通之其他刊物，或以此方式刊登廣告陳明可取得前述通知或文件之地點者，即視為已正式發出。
- (b) 任何通知或文件，若以郵寄方式寄發或留置於會員登記地址，或經會員同意(一經會員向本公司提供電子郵件信箱，即視為給予該同意)後透過電子方式以電子格式寄發，則縱使該會員當時已死亡或破產(不論本公司或管理公司是否知悉其死亡或破產)，均應視為已正式送達或寄發，且一經相關股份之所有權益擁有人(不論係因共同持有或聲稱透過該人或該人名下而擁有權益)收到該等通知或文件時，即視為充分送達，而該等通知於交付郵寄起或於以電子方式寄發起二十四小時，視為已由會員收受該等通知。
- (c) 任何證書或通知或其他文件，若以郵寄方式寄發或留置於會員登記地址，或由本公司或管理公司根據其指示發送，或經會員同意以電子方式寄發(一經會員向本公司提供電子郵件信箱，即視為給予該同意)，該寄發、放置或發送之風險概由該會員承擔，且在將內含證書或通知或其他文件之封套郵寄後屆滿二十四小時，即視為已有效發出、送達或交付。倘若任何證書或通知或其他文件在經會員同意(一經會員向本公司提供電子郵件信箱，即視為給予該同意)後透過電子方式以電子格式寄發，則於傳輸時(惟若係以傳真寄發通知之情形，則於傳輸報告收到正確號碼時)即視為已有效發出、送達或交付該證書或通知或其他文件。就送達證明而言，須充分證明該封套已填妥地址、已付適當郵資及妥為郵寄，或如透過電子方式以電子格式寄發，則須充分證明已發送至適當電郵信箱。

52. 章程第 33 條第(a)項及第(d)項應修訂如下：

- (a) 本公司如為清算或解散者，清算人應按其認為適當之方式及順序以本公司資產滿足債權人之請求。
- (d) 如本公司清算或解散(不論係自願清算、監管下清算或由法院清算)，清算人得經本公司特別決議之授權，將本公司之全部或任何一部資產(不論此等資產是否由同一類財產組成)按會員持有本公司股份價值之比例(依本章程第 14 條釐定)以實物分配予會員，且為此目的，得依據第 14 條之計價規定為任何類別之財產計價。如經會員請求，本公司應代其安排處分資產。本公司取得之價格可能不同於釐定資產淨值時所取得之資產估值價格，管理公司及本公司並不就該等差額承擔任何責任，且該等出售成本可向相關會員收取。清算人得依類似之授權，為會員利益而依其認為適當信託方式將任

何一部資產交付信託；本公司之清算可能結束且本公司解散，但不得強迫會員接受負有債務之任何資產。

53.章程第 34 條第(a)項第(i)款應修訂如下：

凡是或曾是本公司董事、高階主管、員工之每一人，以及經本公司要求而擔任其他公司、合夥企業、合資企業、信託或其他企業之董事、高階主管或員工之每一人，因其以或曾以本公司董事、高階主管、員工身分，或以經本公司要求而擔任之其他公司、合夥企業、合資企業、信託或其他企業董事、高階主管或員工身分，而涉及任何種類之債務、索賠、行動、要求、訴訟、程序、判決、裁定、責任或義務，從而其合理發生或支付之法律責任或全部支出，以及其就前述事項之和解所支付或發生之金額，除可歸責於該董事、高階主管或員工之任何疏失違約、違反職責或信託義務外，本公司在法律許可之最大範圍內應予以補償；

54.章程第 34 條第(b)項應修訂如下：

存託機構、行政管理公司、任何次管理機構、投資顧問、經銷商或其他代理人以及任何其他人士均有權依其與本公司間協議所定條款及遵守與本公司間所定條件與例外規定下，取得本公司提供之補償，並有權對本公司資產予以追償以履行及支付其開支，惟，前述補償不得擴及至因受補償人之疏失、詐欺或蓄意違約而發生之任何情事，如為存託機構之情形，則前述補償不得擴及至因存託機構違反其依《條例》所適用之基本責任而發生之任何情事。

55.章程第 34 條第(c)項應修訂如下：

本公司、行政管理公司、投資管理公司及存託機構各自有權絕對仰賴自會員或其代理人處所收受有關該會員住所或其他方面之任何聲明，並且不會因秉持善意仰賴據信為真實並已由適當當事人蓋章或簽署之任何文書或文件，以致遭採取任何行動或事宜而須承擔責任，亦絕不會因前述文件上之簽名或印鑑係偽造或未經授權或因依照前述經偽造或未經授權簽名或普通印鑑而行事或使其生效而承擔任何責任，但有權(非義務)要求任何人之簽名須經銀行、證券商或其他負責之人核驗或以其他方式認證至其滿意之程度。

56.章程第 34 條第(d)項應修訂如下：

本公司、行政管理公司、投資管理公司及存託機構不因遵守任何現行或未來法律或據以頒布之規則，或任何裁定、命令或任何法院判決，或任何人或單位因行使或擬行使政府公權力(不論合法行使與否)而可能採取或提出之任何請求、聲明或類似行動(不論是否具法律約束效力)而須對會員承擔任何責任。若基於任何理由而使得履行本章程任何規定成為不可能或不可行者，本公司、行政管理公司、投資管理公司或存託機構亦不因此而須承擔任何責任。縱係如此，本條規定並未免除本公司、行政管理公司、投資管理公司或存託機構因未能遵守《條例》所載義務而可能承擔之任何責任，或因本公司、行政管理公司、投資管理公司或存託機構之任何詐欺行為所發生之任何責任，以及其與本公司訂定之契約安排中之責任標準約定所規定之任何責任。

57.章程第 40 條第(a)項應修訂如下：

董事得代表本公司，在事先取得中央銀行核准之前提下，委任符合《條例》所定 UCITS 管理公司資格之任何人士、事務所或公司，擔任本公司之管理公司一職。董事並得委託及授予其委任之管理公司，按董事認為適合之條款、條件與限制，包括有權取得本公司所付薪酬及支付本公司依補償條款所授權支付之應付款項(此應構成第 2 條第(c)項所載費用以外之本公司應付費用與支出)，行使任何董事所得行使之任何權力(包括第 25 條第(ih)項與第(ji)項所載之權力)，而此等權力之行使可在與董事本身之權力並行或在排除董事本身權力之情況下行使。

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 professional advice from your investment consultant, tax adviser and/or legal adviser as appropriate.

If you have sold or transferred all of your Shares in Jupiter Asset Management Series plc (the “Company”), please pass this document at once to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee as soon as possible.

The Directors of the Company accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

Unless the context otherwise requires and except as varied or otherwise specified in this Circular, capitalised terms used herein shall bear the same meaning as capitalised terms used in the prospectus for the Company dated 30 November 2022, as amended or supplemented.

CIRCULAR TO SHAREHOLDERS OF

JUPITER ASSET MANAGEMENT SERIES PLC

(An open-ended investment company with variable capital incorporated with limited liability in Ireland and with segregated liability between sub-funds 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. No 352 of 2011 as amended))

NOTICE CONVENING THE ANNUAL GENERAL MEETING (THE “AGM”) OF THE SHAREHOLDERS OF THE COMPANY, TO BE HELD ON FRIDAY, 29 SEPTEMBER 2023 AT 2.00PM (IRISH TIME) IS ATTACHED TO THIS CIRCULAR. WHETHER OR NOT YOU PROPOSE TO ATTEND THE AGM, YOU ARE REQUESTED TO COMPLETE AND RETURN THE PROXY FORM IN ACCORDANCE WITH THE INSTRUCTIONS PRINTED THEREON.

The Proxy Form is attached to this Circular and should be returned by post for the attention of MFD Secretaries Limited, 32 Molesworth Street, Dublin 2, Ireland, or by email to mfdsecretaries@maples.com. To be valid the Proxy Form must be received at the above address, not later than 48 hours before the time fixed for the holding of the meeting or adjourned meeting. Shareholders should pay particular attention when completing the Proxy Form.

7 September 2023

Dear Shareholder,

As you are aware, Jupiter Asset Management Series plc (the “**Company**”) is an investment company with variable capital and with segregated liability between sub-funds, incorporated with limited liability under the laws of Ireland, authorised on 10 October 1997 by the Central Bank of Ireland (the “**Central Bank**”) pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 as may be amended (the “**Regulations**”). The Company is an umbrella company, which comprises a number of sub-funds (collectively the “**Funds**”), or when referred to individually, (a “**Fund**”).

The Directors of the Company will convene an Annual General Meeting (the “**AGM**”) of the Shareholders of the Company on Friday, 29 September, 2023 at 2.00PM (Irish time) at which Shareholders will be asked to approve the following:

A. Ordinary Business

Please take note of the ordinary business to be attended to at the AGM, namely, (i) the receipt and consideration of the Report of the Directors, the Report of the Auditor and the Financial Statements for the year ended 31 December, 2022; (ii) the review of the Company’s affairs (iii) the appointment of Ernst & Young as auditor; and (iv) the authorisation of the Directors to fix remuneration of the auditor.

B. Special Business

Please take note of the special business to be attended to at the AGM, namely, the amendment of the memorandum and articles of the association of the Company. Full details of the proposed amendments are included in Appendix D attached to this circular.

C. Resolutions to be put to Shareholders of the Company

Accordingly, in order to adopt the ordinary business and special business outlined above, the ordinary resolutions (the “**Ordinary Resolutions**”) and special resolution (the “**Special Resolution**”) as set out in Appendix A shall be put to the Shareholders at the AGM.

Formal notice of the AGM is set out in Appendix A and a Proxy Form for the AGM is set out in Appendix B attached to this Circular.

D. Quorum and Voting Requirements

Two Members present in person or by proxy shall be a quorum for the purposes of the meeting of the Company. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting will be adjourned to the same day in the next week, 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 members present shall be a quorum.

The Ordinary Resolutions set out in the Notice in **Appendix A** will need to be duly passed by a simple majority of the votes cast in person or by proxy at the AGM.

The Special Resolution set out in the Notice in **Appendix A** will need to be duly passed by 75% or more of the votes cast in person or by proxy at the AGM.

E. Directors' recommendation

The Directors consider that the ordinary business and special business as described above is in the best interests of the Shareholders of the Company as a whole and recommend that you vote in favour of the proposed resolutions.

F. 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.

AGM of the Company. In **Appendix A** to this document you will find a Notice of the AGM of the Shareholders of the Company to be held at the registered office of the Company at 32 Molesworth Street, Dublin 2, Ireland, on 29 September 2023 at 2.00PM (Irish time) at which the relevant Ordinary and Special Resolutions will be put to the Shareholders. Shareholders should vote either by attending the AGM or by completing and returning the form of proxy in Appendix B enclosed with this Circular. If you wish to vote by proxy you should complete and return the form **by post for the attention of MFD Secretaries Limited, 32 Molesworth Street, Dublin 2, Ireland, or by email to mfdsecretaries@maples.com**. To be valid, forms of proxy must be received not later than 48 hours before the time fixed for holding the AGM (or any adjourned meeting) and therefore by 27 September 2023, at 1.59PM (Irish time) at the latest. You may attend and vote at the meeting even if you have appointed a proxy. If your Shares in a 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.

G. Conclusion

Should you have any questions relating to these matters, you should either contact us at the above address or alternatively you should contact your investment consultant.

Yours faithfully,

Bronwyn Wright

Director
For and on behalf of
Jupiter Asset Management Series plc

APPENDIX A

Notice of Annual General Meeting

JUPITER ASSET MANAGEMENT SERIES PLC (the “Company”)

NOTICE IS HEREBY GIVEN that the Annual General Meeting of the Shareholders of the Company will be held at 32 Molesworth Street, Dublin 2, Ireland, on **Friday, 29 September 2023 at 2.00 p.m.** for the following purposes:

For Consideration

1. To receive and consider the Directors’ Report, the Auditor’s Report and the Financial Statements for the financial year ended 31 December 2022; and
2. To review the Company’s affairs.

Ordinary Resolutions

1. To appoint Ernst & Young as Auditor of the Company until the conclusion of the next Annual General Meeting; and
2. To authorise the Directors to fix the remuneration of the Auditor.

Special Resolution

1. To amend the Memorandum and Articles of Association of the Company.

The Proxy Form is attached to this Notice and should be returned by post for the attention of MFD Secretaries Limited, 32 Molesworth Street, Dublin 2, Ireland, or by email to mfdsecretaries@maples.com. To be valid, the Proxy Form must be received at the above address not later than 48 hours before the time fixed for the holding of the meeting (or adjourned meeting) and therefore by 27 September 2023, at 1.59 PM (Irish time). Shareholders should pay particular attention when completing the Proxy Form.

By order of the Board of Directors of the Company

Dated this 2023

A Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him/her and a proxy need not also be a Member.

Registered in Dublin, Ireland – No: 271517

APPENDIX B

ANNUAL GENERAL MEETING
PROXY FORM

JUPITER ASSET MANAGEMENT SERIES PLC
(THE "COMPANY")

Holder ID	Account ID & Description

I/We _____

of _____

being (a) holder(s) of [_____] Shares in Jupiter Asset Management Series Plc (the "Company"), hereby

appoint _____

of _____

or in the absence of the appointment of any specified person or in the event of a nominated proxy (note 2 & 3) being unable to attend the Annual General Meeting, the Chairperson of the Meeting or failing him any representative of MFD Secretaries Limited of 32 Molesworth Street, Dublin 2, Ireland, as my/our proxy to vote for me/us on my/our behalf in the manner indicated below at the Annual General Meeting of the members of the Company to be held at 32 Molesworth Street, Dublin 2, Ireland, on the **Friday, 29 September 2023, at 2.00 p.m. (Irish time)** and at any adjournment thereof.

Signed _____ Dated this ____ day of _____, 2023

Please indicate with an "X" in the spaces below, under the heading Resolutions, how you wish your vote to be cast for each resolution or, in the event of a poll being called, insert the number of total votes to be cast "for", "against" and/or "abstain" for each resolution in the spaces below.

FOR CONSIDERATION AND REVIEW:

1. To receive and consider the Report of the Directors, the Report of the Auditor and the Financial Statements for the year ended 31 December 2022; and
2. To review the Company's affairs.

RESOLUTIONS:

Ordinary Resolutions	For	Against	Abstain
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1. To appoint Ernst & Young as Auditor of the Company until the conclusion of the next Annual General Meeting.			
2. To authorise the Directors to fix the remuneration of the Auditor.			
Special Resolutions	For	Against	Abstain
1. To amend the Memorandum and Articles of Association of the Company.			

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/her stead. A proxy need not be a Shareholder. Unless otherwise instructed above the proxy shall vote as (s)he sees fit.

**JUPITER ASSET MANAGEMENT SERIES PLC
FORM OF PROXY**

Notes

1. If you have sold or otherwise transferred all of your Shares, please pass this Circular and accompanying Form of Proxy as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or the transferee.
2. A member may vote by proxy in advance of the meeting.
3. A member may appoint a proxy of his own choice. If the appointment is made delete the words "the Chairperson of the meeting" and insert the name of the person appointed as proxy in the space provided.
4. If the appointer is a corporation, this form must be under the Common Seal or under the hand of some duly appointed officer or attorney duly authorised on its behalf and please ensure that you indicate the capacity in which you are signing.
5. If the instrument appointing a proxy is signed under a power of attorney, please ensure that you enclose an original or a notarially certified copy of such Power of Attorney with your proxy form.
6. In the case of joint holders, the vote of the first named of joint holders who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose, the first named shall be determined by the order in which the names of the joint holders stand in the Register of Members.
7. 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.
8. The voting "Abstain" option 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 or the Company's Articles of Association and will not be counted towards calculating the proportion of votes cast "for" or "against" a particular resolution.

9. Any alterations made to this form must be initialled to be valid.
10. To be valid, this form, including notarially certified copy of such power or authority must be completed and deposited at the Registered Office of the Company, Company Secretary (MFD Secretaries Limited at 32 Molesworth Street, Dublin 2, Ireland, for the attention of MFD Secretaries Limited) or by email to mfdssecretaries@maples.com not later than 48 hours before the time fixed for holding the meeting or adjourned meeting.
11. Should an appointed proxy be unable to attend the meeting at short notice due to travel restrictions, an illness or as a precautionary measure the proxy form, having being completed and deposited at the Registered Office of the Company or BY email to mfdssecretaries@maples.com not less than 48 hours before the time fixed for holding the meeting or adjourned meeting, provides that in their absence the Chairperson of the Meeting or a representative of MFD Secretaries Limited will be deemed to have been appointed as the proxy.

Appendix C

For Investors located in EU/EEA countries and in which the Company is registered for distribution:

Unless otherwise specified above, facilities according to Art. 92(1) letter a) of the EU Directive 2009/65/EC (as amended by the Directive (EU) 2019/1160) are available from the Administrator:

Citibank Europe plc, is responsible for processing subscription, repurchase and redemption orders and making other payments to Shareholders.

Citibank Europe plc,
1 North Wall Quay,
Dublin 1,
Ireland.

Email: JAMTA@citi.com

The following facilities according to Art. 92(1) letter b) to e) of the EU Directive 2009/65/EC (as amended by the Directive (EU) 2019/1160) are available from www.eifs.lu/jupiteram :

- Information on how orders (subscription, repurchase and redemption) can be made and how repurchase and redemption proceeds are paid;
- information and access to procedures and arrangements related to investors' rights and complaints handling;
- information in relation to the tasks performed by the facilities in a durable medium;
- the latest sales prospectus, the articles of association, the annual and semi-annual reports, as well as the key investor information documents.

FOR INVESTORS IN ITALY

Allfunds Bank, Legal Department Italy, Via Bocchetto, 6, 20123 Milano, Italia
SGSS S.p.A., Milan, Via Benigno Crespi 19A – MAC2, Italia

FOR INVESTORS IN PORTUGAL

Banco Best, Praça Marquês de Pombal, 3-3.º, 1250-161 Lisboa, Portugal
Activobank, Av. Dom João II Lote 1.05 02, 1990-094 Lisboa, Portugal
Millenium BCP

FOR INVESTORS IN SWITZERLAND

First Independent Fund Services Limited, Klausstrasse 33, CH-8008 Zurich, Switzerland
BNP Paribas Securities Services, Paris, succursale de Zurich, Selnaustrasse 16, 8002 Zurich, Switzerland

FOR INVESTORS IN THE UNITED KINGDOM

Jupiter Investment Management Limited, The Zig Zag Building. 70 Victoria Street. London. SW1E 6SQ, United Kingdom

Appendix D

Proposed amendments of the memorandum and articles of the association of the Company

Please find below the relevant extracts from the Memorandum and Articles of Association of the Company highlighting the proposed amendments thereto by strikethrough and underline. Numbering, legislative references and cross-references in the Memorandum and Articles of Association shall be amended accordingly.

Legend

Text which has been inserted

~~Text which has been deleted~~

Text which has been moved

1. Clause 4(1) of the Memorandum of Association shall be amended as follows:

To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the Company, or in that of any nominee, shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority supreme, dependent, municipal, local or otherwise in any part of the world; or by any company, organisation, bank, association or partnership, whether with limited or unlimited liability, constituted or carrying on business in any part of the world, units of or participations in any unit trust scheme, mutual fund or collective investment scheme in any part of the world, policies of assurance and any rights and interests to or in any of the foregoing, and from time to time to sell, deal in, exchange, vary or dispose of any of the foregoing;

2. Clause 4 of the Memorandum of Association shall be amended by including the following:

The objects, purposes and powers specified in each of the paragraphs of this clause shall be regarded as independent powers for the purpose of achieving the main object in clause 2 above and, accordingly, shall not be limited or restricted (except where otherwise expressed in such paragraph) by the matters indicated in any other paragraph or the order in which the same occur or by reference to the name of the Company.

3. The definitions section in the Articles of Association shall be amended as follows:

“address” includes any number or address used for the purposes of communication by way of electronic mail or other Electronic Communication.

“Advanced Electronic Signature” has the meaning given to the word in the Electronic Commerce Act, 2000.

“Base Currency” means the base currency for a fund and/or the base currency of a class of shares in a fund as applicable and as may be specified in the Prospectus.

“CRS” means the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development, also known as the Common Reporting Standard, and any bilateral or multilateral competent authority agreements.

intergovernmental agreements and treaties, laws, regulations, official guidance or other instrument facilitating the implementation thereof and any law implementing the Common Reporting Standard.

“Electronic Communication” has the meaning given to word in the Electronic Commerce Act, 2000.

“Electronic Signature” has the meaning given to that word in the Electronic Commerce Act, 2000.

“management company” means any corporation appointed for the time being acting as the management company of the Company in accordance with the Regulations.

“Ordinary Resolution” means a resolution of the Company, of a fund or of any class, as appropriate, passed by more than fifty per cent (50%) of the votes cast in person or by proxy by Members entitled to vote thereon in a general meeting or a resolution in writing signed by the Members entitled to vote thereon.

“Special Resolution” means a resolution of the Company, of a fund or of any class, as appropriate, passed by not less than seventy-five per cent (75%) of the votes cast in person or by proxy by the Members entitled to vote thereon in a general meeting or a resolution in writing signed by the Members entitled to vote thereon.

4. Article 2(c) (v) and (vii) of the Articles of Association shall be amended as follows:

The fees and expenses of the Company and where the context so permits or requires any fund, shall be decreed without limitation to include the following expenses, save to the extent that such expenses may be waived or otherwise discharged by any other person and not recovered from the Company:

(v) to the extent permitted by applicable law the remuneration, commissions and expenses incurred or payable in the marketing, promotion and distribution of shares including without limitation commissions payable to any person in consideration of his/her subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in the Company and the costs and expenses of preparation and distribution of all marketing material and advertisements;

(vii) all expenses incurred in connection with publication and supply of information to the Members and, in particular, without prejudice to the generality of the foregoing, the cost of printing and distributing the Annual Report, any report to the Central Bank or any other regulatory authority, the half-yearly or other report, any Prospectus, key information document, key investor information document, material contract and all costs incurred in translating any of the foregoing into any languages other than English and the costs of publishing quotations of prices and notices in the financial press and all stationery, printing and postage costs in connection with the preparation and distribution of cheques, warrants, tax certificates and statements;

5. Article 3(a) of the Articles of Association shall be amended as follows:

The Company shall appoint:-

(i) a Depositary with responsibility for the safekeeping of all of the assets of the Company and to carry out the functions required of a trustee and depositary by the Regulations and to perform such other duties as the Directors may from time to time, with the agreement of the Depositary, determine;
~~and~~

The Company or the management company may appoint:

(ii) a person, firm or corporation to act as Administrator; and

(iii) one or more persons, firms or corporations to act as Investment Manager of the Company's investments and assets;

and the Directors or the management company, as appropriate, may entrust to and confer upon the

Depositary, Administrator and Investment Manager so appointed any of the powers, duties, discretions and/or functions exercisable by them as Directors or as management company, as appropriate, upon such terms and conditions including the right to remuneration payable by the Company and with such powers of delegation and such restrictions as they think fit. In the event of a conflict of interest in respect of the appointment of the Administrator, Depositary or Investment Manager, the policy and procedure of the Company in respect of this conflict shall be as set out in the Prospectus.

6. Article 3(b) of the Articles of Association shall be amended as follows:

The terms of appointment of any Depositary may authorise such Depositary to appoint (with powers of sub-delegation) sub-depositary, nominees, agents or delegates at the expense of the Company or otherwise and to delegate any of its custodial functions and duties to any person or persons so appointed, provided that such appointment shall first have been notified to the Company and is in accordance with the Central Bank Requirements and provided further that any such appointment, insofar as it relates to an appointment in relation to the assets of the Company, shall terminate forthwith on termination of the appointment of the Depositary. The liability of the Depositary to the Company shall not be affected by any such delegation.

7. Article 3(c) of the Articles of Association shall be amended as follows:

In accordance with the Central Bank Requirements, the appointment of the Administrator may be terminated and a replacement Administrator may be appointed and the terms of appointment of an Administrator from time to time may be varied and may authorise such Administrator to appoint one or more agents and to delegate any of its functions and duties to any person or persons so appointed, provided that such appointment or appointments shall first have been approved by the Company or the management company and provided further that any such appointment shall terminate forthwith on termination of the appointment of the Administrator.

8. Article 3(d) of the Articles of Association shall be amended as follows:

In accordance with the Central Bank Requirements, the appointment of the Investment Manager may be terminated and a replacement Investment Manager may be appointed and the terms of appointment of an Investment Manager from time to time may be varied and may authorise such Investment Manager to appoint one or more investment advisers or other agents and to delegate any of its functions and duties to any person or persons so appointed, provided that such appointment or appointments shall first have been approved by the Company or the management company and provided further that any such appointment shall terminate forthwith on termination of the appointment of the Investment Manager.

9. Article 4(g) of the Articles of Association shall be amended as follows:

The Directors or the management company may delegate to the Administrator or to any duly authorised Officer or other person, the duties of accepting the subscription for, receiving payment for and allotting or issuing new shares.

10. Article 4(l) of the Articles of Association shall be amended as follows:

The Company is an umbrella fund with segregated liability between funds and each fund may comprise one or more classes of shares in the Company. ~~initial fund established by the Company was Global Controlled Growth Fund.~~ With the prior approval of the Central Bank the Directors from time to time may establish further funds by the issue of one or more separate classes of shares on such terms as the Directors may resolve in accordance with the Central Bank Requirements. The Directors may restrict the voting rights attached to any class of shares. In particular, and without prejudice to the generality of the foregoing, the Directors may issue one or more classes of shares the voting rights of which shall be restricted on the basis that the holders shall be precluded from voting in respect of any Ordinary Resolution and any Special Resolution provided that the resolution shall not become effective unless the holders shall have been provided with a certain number of days' notice of the date on which the particular resolution is to be effected as is described in the Prospectus. The decision to subscribe for any class of shares in respect of which the voting rights are restricted is made solely by the investor.

11. Article 4(m) of the Articles of Association shall be amended as follows:

The Directors from time to time ~~and with the consent~~ with prior notification to the Central Bank or otherwise in accordance with the requirements of the Central Bank may establish one or more separate classes or series of shares within each fund on such terms as the Directors may resolve.

12. Article 4(s) of the Articles of Association shall be amended as follows:

All sums recoverable by the Company as a result of any such trust as is described in Article 4(~~er~~) shall be credited against any concurrent liability pursuant to the implied terms set out in Article 4(~~er~~).

13. Article 4(t) of the Articles of Association shall be amended as follows:

Any asset or sum recovered by the Company pursuant to the implied terms set out in Article 4(~~er~~) or by any other means whatsoever or wheresoever in the events referred to in those paragraphs shall, after the deduction or payment of any costs of recovery, be applied so as to compensate the fund.

14. Article 5(a) of the Articles of Association shall be amended as follows:

A Member shall have his/her title to shares evidenced by having his/her name, address and the number of shares held by him entered in the Register which shall be maintained in the manner required by law, provided that no person holding less than the Minimum Holding shall be entered on the Register as a Member.

15. Article 5(b) of the Articles of Association shall be amended as follows:

A Member whose name appears in the Register shall be issued with a confirmation of ownership or a share certificate or share certificates (issued under the common seal of the Company and signed by the Depositary and the Company) representing the number of shares held by him/her, provided, however, that no share certificate shall be issued unless requested by a Member. The signatures of the Depositary and the Company may be reproduced mechanically.

16. Article 7(a) of the Articles of Association shall be amended as follows:

(a) Subject as hereinafter provided and to the Regulations, the Company on or with effect from any Dealing Day on receipt by it or on its behalf of the following:-

(i) an application for shares in such form as the Company from time to time may determine; and

(ii) such information or documentation as to the applicant's status, identity, residence, source of funds and otherwise as the Directors may from time to time require; and

(iii) payment for shares in such manner and within such usual time limits as the Company from time to time may specify; provided that if the Company receives payment for the shares in a currency other than the Base Currency the Company may convert or arrange for the conversion of the monies received into the Base Currency and shall be entitled to deduct therefrom all expenses incurred in the conversion;

may issue such shares at the Net Asset Value for each such share then obtaining in respect of the issue of shares (or, at the discretion of the Company in the case of (iii) above at the Net Asset Value for each such share on the Dealing Day immediately following the conversion of the monies received into the Base Currency) less Commission, if any or may allot such shares pending receipt of cleared funds, provided that if cleared funds representing the subscription monies are not received by the Company, within such period as the Directors may determine, the Directors may cancel any allotment of shares in respect thereof (in which case the applicant will have no entitlement to any gain(s) associated with such

cancelled shares) or, alternatively, the applicant may be charged interest together with an administration fee and shall be liable for any loss that the Company may incur due to the failure to make a full payment for the shares by the relevant settlement date (which may include market losses incurred by the Company making investments in relation to the shares that may then need to be sold in order to give effect to the cancellation of the shares). In addition the Directors will have the right to sell all or part of the applicant's holdings of shares in the fund or any other fund of the Company in order to meet those charges or losses. Payment for shares must be made in such manner and within such reasonable time as shall be specified in the Prospectus from time to time and failure to do so will constitute a fundamental breach of the agreement entered into by the applicant to purchase the shares. In advance of shares being allocated and deemed to be in issue, the Company shall account to the subscriber for any subscription monies held by the Company in respect thereof as a permanent debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such subscriber or other person. The Directors may decline to accept any application for the allotment or issue of shares and may cease to offer shares in the Company for allotment or subscription for a definite period or otherwise. The Directors may in their absolute discretion refuse to accept any application for shares in the Company or accept any application in whole or in part.

In the case of any such refusal the relevant subscription monies shall be returned to the applicant without interest and at his/her own risk.

17. Article 8(a)(i) of the Articles of Association shall be amended as follows:

(i) Conversion may be exercisable by the said holder (hereinafter called the "Fund Applicant") giving a notice (hereinafter called the "Fund Conversion Notice") which shall be irrevocable and shall be filed by a Member in written form at the office of the Administrator, and shall be accompanied by the share certificates duly endorsed by the Fund Applicant or ~~bearer certificate issued by the Company or~~ by such other evidence of ownership, succession or assignment satisfactory to the Directors together with unmatured dividend coupons;

18. Article 9(d)(iv) of the Articles of Association shall be amended as follows:

(iv) the Depository shall be satisfied that the terms on which the shares are issued shall not be such as are likely to result in any material prejudice to the existing Members.

19. Article 10(c) (i) and (ii) of the Articles of Association shall be amended as follows:

(i) If it shall come to the notice of the Directors that any shares are or may be owned or held directly or beneficially by any person or persons in breach of any restrictions imposed under Article 10(a) above (the "relevant shares"), the Directors may give notice to the person or persons in whose names the relevant shares are registered requiring him to transfer (and/or procure the disposal of interests in) them to a person who is in the opinion of the Directors a person who is not disqualified from holding shares by virtue of Article 10(a) above (a "qualified person") or to give a request in writing for the repurchase of the relevant shares in accordance with the Articles. If any person upon whom such a notice is served pursuant to this Article does not within twenty one days after the giving of such notice (or such extended time as the Board in its absolute discretion shall consider reasonable) transfer the relevant shares to a qualified person, request the Company to so repurchase the relevant shares or establish to the satisfaction of the Directors (whose judgment shall be final and binding) that he/she is not subject to such restrictions the Directors may in their absolute discretion upon the expiration of such twenty one days arrange for the repurchase of all the relevant shares on any day or days that the Directors may, with the prior written consent of the Depository, determine, or approve the transfer of all the relevant shares to a qualified person in accordance with Article (iii) below and the holder of the relevant shares shall be bound forthwith to deliver his/her share certificate or certificates or other evidence of ownership (if any) to the Directors and it shall be entitled to appoint any person to sign on his/her behalf such documents as may be required for the purpose of the repurchase or transfer of the relevant shares by the Company.

(ii) A person who becomes aware that he/she is holding or owning relevant shares shall forthwith, unless he/she has already received a notice pursuant to Article 10(a) above, either transfer all his/her relevant shares to a qualified person or give a request in writing for the repurchase of all his/her

relevant shares in accordance with the Articles.

20. Article 11 (a), (b), (j),(m) of the Articles of Association shall be amended as follows:

(a) The Company may repurchase its own outstanding fully paid shares at any time in accordance with the rules and procedures set out herein and in the Prospectus. A Member may at any time irrevocably request the Company to repurchase all or any part of his/her shares in the Company by forwarding a request for repurchase of shares to the Company and, save as otherwise provided in the Prospectus for any fund, a repurchase request shall be effective on the Dealing Day following receipt of the repurchase request, in accordance with the procedures set out in the Prospectus.

(b) A request for repurchase of shares shall be in such form as the Company shall prescribe, shall be irrevocable and unless otherwise provided for in the Prospectus, shall be filed by a Member in written form at the registered office of the Company, or at the office of the person or entity from time to time designated by the Company as its agent for the repurchase of shares, and, at the request of the Company shall be accompanied by the share certificate (duly endorsed by the Member), if applicable, or by proper evidence of succession or assignment satisfactory to the Company, if applicable.

(j) The Company may, at the discretion of the Directors but subject to the consent of the relevant Member, satisfy any request for the repurchase of shares by the transfer in specie to a Member requesting repurchase of assets of the relevant fund having a value (calculated in accordance with Article 14) equal to the repurchase price for the shares as if the repurchase proceeds were paid in cash less any Commission and other expense of the transfer as the Directors may determine provided that the Member requesting repurchase consents to such transfer in specie. A determination to provide repurchase in specie may be solely at the discretion of the Company, without the consent of the relevant Member, where the repurchasing Member requests repurchase of a number of shares that represents 5% or more of the Net Asset Value of the relevant fund. In this event, the Company will, without the consent of the relevant Member, if requested by the Member, sell any asset or assets of the relevant fund proposed to be distributed in specie and distribute to such Member the cash proceeds less the costs of such sale which shall be borne by the relevant Member. The nature and type of assets to be transferred in specie to each Member shall be determined by the Directors on such basis as the Directors in their sole discretion shall deem equitable and not prejudicial to the interests of the remaining Members in the relevant fund or class and shall be subject to the approval of the Depository as to the allocation of assets.

(m) Where all the Shares in a Class or Fund have been redeemed, the Directors may subsequent to such redemption make a further issue of Shares in that Class or Fund at an initial Price per share or other subscription price per share determined by the Directors. Any such issue of Shares pursuant to this Article shall be in accordance with the Central Bank Requirements.

21. Article 12 (b) of the Articles of Association shall be removed in its entirety:

~~-(b) If the Members do not authorise the Directors to issue further Shares in the Company at any general meeting at which a resolution approving such authorisation is approved.~~

22. Article 12(f) of the Articles of Association shall be amended as follows:

Without limiting the generality of the foregoing, the Directors may take either of the following actions or any reasonable additional or ancillary actions as they deem necessary in their absolute discretion to comply with FATCA/CRS (or any other law with a similar purpose): (a) require any Member to provide such information or confirmations as necessary from time to time, or (b) share such information with the IRS, the Revenue Commissioners or any other relevant tax or other government authority. Where any Member has failed to provide such information or confirmations as requested or is in any other respect deemed to be a recalcitrant account-holder for the purposes of FATCA/CRS or is for any other reason deemed not to be compliant with FATCA/CRS or would prejudice the Company's ability to comply with FATCA/CRS, the Company may repurchase and cancel the Member's shares and/or compel or effect the sale of those shares or take any other such actions as may reasonably be deemed necessary to

enable the Company to comply with FATCA/[CRS](#).

23. Article 14(b) of the Articles of Association shall be amended as follows:

The assets of the Company will be valued at the time specified in the Prospectus on each Dealing Day or such other time as the Directors decide and which will be notified to Members on a Dealing Day. The Net Asset Value per share in each fund shall be calculated by dividing the assets of the fund, less its liabilities, by the number of shares in issue in respect of that fund. Any liabilities of the Company which are not attributable to any fund shall be allocated pro rata amongst all the funds.

Where the Directors determine to do so in the circumstances described more particularly in the Prospectus they may increase or decrease the amount of the Net Asset Value per share by the Dilution Adjustment. The Company may charge a Dilution Adjustment when there are net inflows into a fund or net outflows from a fund, so that the price of shares in the fund is above or below that which would have resulted from a middle market valuation. It is not, however, possible to predict accurately whether dilution will occur on any particular Dealing Day. Consequently it is not possible to accurately predict how frequently the Company will need to make such a Dilution Adjustment. The charging of a Dilution Adjustment may either reduce the repurchase price or increase the subscription price of the shares in a fund. Where a Dilution Adjustment is made, it will increase the Net Asset Value per share where the fund receives net subscriptions as described below and reduce the Net Asset Value per share where the fund receives net redemptions. The imposition of a Dilution Adjustment will depend on the volume of sales or redemptions of shares on any Dealing Day. The Dilution Adjustment for each fund will be calculated by reference to the costs of dealing in the underlying investments of that fund, including any dealing spreads, commissions and transfer taxes. These costs can vary over time and as a result the amount of Dilution Adjustment will also vary over time. The price of each class of shares in a fund will be calculated separately but any Dilution Adjustment will affect the price of shares of each class in a fund in an identical manner. When the Dilution Adjustment is not made and shares are bought or sold there may be an adverse impact on the Net Asset Value of a fund.

Dilution adjustments will be calculated on a quarterly basis, or at such other time or times as the Directors may determine in the case of any fund, by the Administrator and details of the Dilution Adjustments applied to subscriptions and/or redemptions can be obtained by a Member on request from the Administrator.

A fund may comprise of more than one class of shares and the Net Asset Value per share may differ between classes in a fund. Where a fund is made up of more than one class of shares, the Net Asset Value of each class shall be determined by calculating the amount of the Net Asset Value of the fund attributable to each class. The amount of the Net Asset Value of a fund attributable to a class shall be determined by establishing the value of shares in issue in the class in the fund and by allocating relevant fees and expenses to the class in the fund and making appropriate adjustments to take account of distributions paid out of the fund, if applicable, and apportioning the Net Asset Value of the fund accordingly. The Net Asset Value per share of a class in the fund shall be calculated by dividing the Net Asset Value of the class in the fund by the number of shares in issue in that class in the fund. In the event that an unhedged currency class of shares is issued which is priced in a currency other than the currency of that class, currency conversion costs on subscription and redemption will be borne by that class. In the event that a hedged class of shares is issued which is priced in a currency other than the currency of that class, the costs and gains/losses of any hedging transactions will be borne by that class.

In determining the value of the assets of a fund, each security which is listed or traded on a Regulated Market will be valued on the Regulated Market which is normally the principal market for such security and shall be valued at the latest available market price on that Regulated Market. Assets listed or traded on a recognised Regulated Market, but acquired or traded at a premium or at a discount outside or off the relevant Regulated 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 security.

In the case of unlisted securities or any assets listed or traded on a Regulated Market, but in respect of which a price or quotation is not available at the time of valuation which would provide a fair valuation,

the value of such asset shall be estimated with care and in good faith by a stockbroker or other competent person selected by the Directors or their duly appointed delegate and approved for the purpose by the Depositary and such value shall be determined on the basis of the probable realisation value of the investment. Cash and other liquid assets will normally be valued at their face value with interest accrued (if any) to the relevant Dealing Day. [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 or competent person whereby such securities are valued by reference to the valuation of other securities which are comparable in rating, yield, due date and other characteristics.](#)

Investments in a collective investment scheme shall be valued at the latest available repurchase price for the shares or units in the collective investment scheme.

Exchange traded derivative instruments shall be valued at the relevant settlement price on the applicable exchange.

Derivative instruments not traded on an exchange shall be valued daily using either the counterparty valuation or an alternative valuation, such as a valuation calculated by the Company or by an independent pricing vendor appointed by the Directors and approved for that purpose by the Depositary. Where the counterparty valuation is used, the valuation must be approved or verified by an independent party (which may be an Investment Manager) who is approved for the purpose by the Depositary, at least weekly. Where the Company values over-the-counter derivatives using an alternative valuation the Company must follow international best practice and will adhere to the principles on the valuation of over-the-counter instruments established by bodies such as IOSCO and AIMA. The alternative valuation is that provided by a competent person appointed by the Directors and approved for the purpose by the Depositary or a valuation by any other means provided that the value is approved by the Depositary. The alternative valuation will be reconciled to the counterparty valuation on a monthly basis. Where significant differences arise these will be promptly investigated and explained. Forward foreign exchange contracts shall be valued at the price at which a new forward contract of the same size and maturity could be undertaken as of the Dealing Day. In determining the value of the assets there shall be added to the assets any interest or dividends accrued but not received and any amounts available for distribution but in respect of which no distribution has been made and there shall be deducted from the assets all liabilities accrued, including any dividend declared. Derivative contracts which are not traded on a regulated market but are cleared by a clearing counterparty will 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.

~~The amortised cost method may only be applied to investments with a residual maturity of 15 months or less and only in the case of a money market scheme. Under the amortised cost method, a fund's investments shall be valued at their acquisition cost as adjusted for amortisation of premium or accretion of discount rather than at current market value. The Directors shall continually assess this method of valuation and recommend changes, where necessary, to ensure that a fund's investments will be valued at their fair value as determined in good faith by the Directors. The Company shall review each week any discrepancies between the market value of the assets and the value as determined by the amortised cost method of valuation. If the deviation is greater than 0.3 per cent., the Company will review the discrepancies on each Dealing Day until the deviation is less than 0.25 per cent. If at any time, however, the market value of any of the assets of a fund deviates by more than 0.5 per cent. from its value determined on an amortised cost basis, the Company will promptly consider what action if any is necessary to reduce such deviation. All such procedures and reviews shall be clearly documented. The Company will monitor the use of the amortised cost method of valuation in order to ensure that this method continues to be in the best interests of the Members and to provide a fair valuation of the investments of a fund. There may be periods during which the stated value of an instrument determined under the amortised cost method of valuation is higher or lower than the price which a fund would receive if the instruments were sold and the accuracy of the amortised cost method of valuation can be affected by changes in interest rates and the credit standing of issuers of a fund's investments.~~

~~The amortised cost method of valuation may also be applied to floating rate instruments where they have an annual (or shorter) reset date, they are determined to have a market value that approximates the amortised cost valuation and they have a residual value of two years or less. However a residual~~

~~maturity of up to five years is permitted for high credit quality instruments that meet with these conditions and where procedures are adopted to ensure that the valuation produced does not vary significantly from its true market value.~~

24. Article 14(c) of the Articles of Association shall be amended as follows:

The Directors or their duly appointed delegate shall be entitled to adopt an alternative method of valuing any particular asset if they consider that the method of valuation herein set out does not provide a fair valuation of that asset and provided that the alternative method of valuation is approved by the Depositary.

25. Article 14(e) of the Articles of Association shall be included as follows:

Notwithstanding the foregoing:

(i) The Directors or their delegate may at their discretion, in relation to any particular fund that is a money market fund, value any investment using the amortised cost method of valuation, where such fund complies with the Central Bank's requirements for money market funds and where a review of the amortised cost valuation vis-à-vis market valuation will be carried out in accordance with the Central Bank's guidelines.

(ii) The Directors or their delegate may at their discretion, in relation to any particular fund that is not a money market fund but that invests in money market instruments, value any investment on the basis of the amortised cost method, provided that each such security being valued using the amortised cost basis of valuation shall be carried out in accordance with the Central Bank's requirements.

26. Article 14(f) of the Articles of Association shall be amended as follows:

Without prejudice to their general powers to delegate their functions herein ~~certified~~contained, the Directors may delegate any of their functions in relation to the calculation of Net Asset Value to the Administrator, to a committee of the Directors or to any other duly authorised person. In the absence of wilful misconduct or manifest error, every decision taken by the Directors or any committee of the Directors or by the Administrator or any duly authorised person on behalf of the Company in calculating the Net Asset Value shall be final and binding on the Company and on present, past or future Members.

27. Article 15(d), (h), (i) and (j) of the Articles of Association shall be amended as follows:

(d) The Directors may decline to register any transfer of shares unless the instrument of transfer is deposited at the registered office of the Company or at such other place as the Directors may reasonably require, with such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may decline to register a transfer where the transferee would be precluded from holding shares in the Company under the provisions herein contained.

(h) In the case of the death of a Member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he/she was a sole or surviving holder, shall be the only person recognised by the Company as having title to his/her interest in the shares, but nothing in this Article shall release the estate of the deceased holder whether sole or joint from any liability in respect of any share solely or jointly held by him.

(i) Any guardian of an infant Member and any guardian or other legal representative of a Member under legal disability and any person entitled to a share in consequence of the death, insolvency or bankruptcy of a Member shall, upon producing such evidence of his/her title as the Directors may require, have the right either to be registered himself/herself as the holder of the share or to make such transfer thereof as the deceased or bankrupt Member could have made, but the Directors shall, in either case, have the same right to refuse or suspend registration as they would have had in the case of a transfer of the share by the infant or by the deceased, insolvent or bankrupt Member before the death, insolvency or bankruptcy of the Member ~~under~~or occurrence of the legal disability.

(j) A person so becoming entitled to a share in consequence of the death, insolvency or bankruptcy of a Member shall have the right to receive and may give a discharge for all monies payable or other advantages due on or in respect of the share, but he/[she](#) shall not be entitled to receive notice of or to attend or vote at meetings of the Company, nor save as aforesaid, to any of the rights or privileges of a Member unless and until he/[she](#) shall be registered as a Member in respect of the share PROVIDED ALWAYS that the Directors may at any time give notice requiring any such person to elect either to be registered himself/[herself](#) or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold all moneys payable or other advantages due in respect of the share until the requirements of the notice have been complied with.

28. Article 16(c) and (d) of the Articles of Association shall be amended as follows:

(c) Subject to authorisation by the Central Bank and to the conditions and limitations outlined in the Regulations, the Company may invest up to 100 per cent. of the assets of any fund in transferable securities and/or money market instruments issued by or guaranteed by the European Union or by a member state of the European Union or issued by or guaranteed by the government or local authorities of any such member state, or issued or guaranteed by [a non-member state of the European Union or issued or guaranteed by](#) the government of the U.S. (including its agencies and instrumentalities) Switzerland, Norway, Canada, Japan, Australia ~~and~~, New Zealand [and the United Kingdom](#) or issued or guaranteed by any one or more of the following: Government of the People's Republic of China, Government of Brazil (provided the issues are of investment grade), Government of India (provided the issues are of investment grade), Government of Singapore, OECD governments or by the Export-Import Bank, the World Bank, the European Investment Bank, the European Central Bank, Euratom, the Inter-American Development Bank, the Asian Development Bank, the International Bank for Reconstruction and Development, the European Bank for Reconstruction and Development, International Finance Corporation, International Monetary Fund, Council of Europe, Eurofima, African Development Bank, European Union, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Government National Mortgage Association (Ginnie Mae), Student Loan Marketing Association (Sallie Mae), Federal Home Loan Bank, Federal Farm Credit Bank, Tennessee Valley Authority, [Straight-A Funding LLC](#) and issues backed by the full faith and credit of the U.S. [government](#).

(d) With the exception of permitted investments in unlisted securities and over-the-counter ("OTC") derivative instruments or in units of open-ended collective investment schemes, the Company will only invest in securities and derivative instruments listed or traded on a stock exchange or market (including derivative markets) which meets the regulatory criteria (regulated, operate regularly, be recognised and open to the public) and which is listed in the Prospectus. For the purposes of this Article 16(d), reference to "unlisted securities" may include securities that are listed on a market or exchange where such exchange is not set out in the ~~below~~ list in [the Prospectus in](#) accordance with Regulation 68(1)(c) and 68(2)(a) of the UCITS Regulations.

29. Article 17(a) of the Articles of Association shall be amended as follows:

(a) All general meetings of the Company shall be held in Ireland [and may be held remotely where permitted by the Act](#).

30. Article 18(b) of the Articles of Association shall be amended as follows:

(b) The Directors, [the management company, the Depositary](#) and the Auditors shall each be entitled to receive notice of, and attend and speak at, any general meeting of the Company.

31. Article 19 (b), (c), (d), (e), (f), (g), (h), (i), (j), (m) of the Articles of Association shall be amended as follows:

(b) No business shall be transacted at any general meeting unless a quorum is present. Two Members present either in person or by proxy shall be a quorum for a general meeting provided that, in the event that there is only one Member in a [Fundfund](#) or class, the quorum shall be one Member present in person or by proxy at the meeting. A representative of a corporation authorised pursuant to Article 20(m) to be present at any meeting of the Company shall be deemed to be a Member for the purpose

of a quorum.

(c) If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened on the requisition of or by Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine. If at the adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, the meeting, if convened otherwise than by resolution of the Directors, shall be dissolved, but if the meeting shall have been convened by resolution of the Directors, one person entitled to be counted in a quorum present at the meeting shall be a quorum.

(d) The chairmanchairperson or, if absent, the deputy chairmanchairperson of the Company, or failing him/her, some other Director nominated by the Directors shall preside as chairmanchairperson at every general meeting of the Company, but if at any meeting neither the chairmanchairperson nor the deputy chairmanchairperson nor such other Director be present within fifteen minutes after the time appointed for holding the meeting, or if none of them be willing to act as chairmanchairperson, the Directors present shall choose some Director present to be chairmanchairperson, or if no Directors be present, or if all the Directors present decline to take the chair, the Members present shall choose some Member present to be chairmanchairperson

(e) The chairmanchairperson may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more ten days' notice at the least specifying the place, the day and the hour of the adjourned meeting, shall be given as in the case of the original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

(f) At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the chairmanchairperson or by at least five Members present or any Members present representing at least one tenth of the shares in issue having the right to vote at the meeting. Unless a poll is so demanded, a declaration by the chairmanchairperson that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

(g) If a poll is duly demanded, it shall be taken in such manner and at such place as the chairmanchairperson may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

(h) The chairmanchairperson may, in the event of a poll, appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

(i) In the case of an equality of votes, whether on a show of hands or on a poll, the chairmanchairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

(j) A poll demanded on the election of a chairmanchairperson and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairmanchairperson directs not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded.

(m) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class or unless otherwise provided herein) may, whether or not the Company is being wound up, be varied with the consent ~~in~~

~~writing~~ of the holders of the shares of that class, ~~to which~~ by means of an Ordinary Resolution subject to the requirements of the Central Bank, and the provisions of these Articles relating to general meetings shall apply mutatis mutandis, save that the quorum at any such general meeting shall be two or more Members of that class present in person or by proxy together holding at least one-third of the shares of the relevant class. Notwithstanding the foregoing, such consent or sanction will not be required in the case of a variation, amendment or abrogation of the rights attached to any shares of any class if, in the view of the Directors or their delegate, such variation, amendment or abrogation does not materially prejudice the interests of the relevant Members or any of them. Any such variation, amendment or abrogation will be set out in a supplement to (or re-statement of) the Prospectus or the relevant supplement originally issued in connection with the relevant shares, a copy of which will be sent to the relevant Members entered on the Register on the date of issue of such document and will be binding on the relevant Members.

32. Article 19(n) of the Articles of Association shall be moved in its entirety to Article 20.

33. Article 20(d), (f), (g) and (m) of the Articles of Association shall be amended as follows:

- (d) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the ~~chairman~~chairperson of the meeting, whose decision shall be final and conclusive.
- (f) On a poll, a Member entitled to more than one vote need not, if he/she votes, use all his/her votes or cast all the votes he/she uses in the same way.
- (g) The instrument appointing a proxy shall be in writing (in electronic form or otherwise) under the hand of the appointor or of his/her attorney duly authorised in writing, or if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney so authorised. An instrument of proxy shall be in any usual form or in such form as the Directors may approve PROVIDED ALWAYS that such form shall give the holder the choice of authorising his/her proxy to vote for or against each resolution.
- (m) Any body corporate which is a Member may authorise by resolution of its Directors or other governing body such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he/she represents as that body corporate could exercise if it were an individual Member and such body corporate shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

34. Article 20(n) shall be included in the Articles of Association as follows:

(n) The provisions of Articles 18, 19, 20 and 21 shall apply mutatis mutandis to meetings of each class or series of Members.

35. Article 21(g) of the Articles of Association shall be amended as follows:

The office of a Director shall be vacated by a Director in any of the following events, namely:-

- (i) if he/she resigns his/her office by notice in writing signed by him and left at the registered office of the Company;
- (ii) if he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- (iii) if he/she becomes of unsound mind;
- (iv) if he/she ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of an order made under the provisions of any law or enactment;

- (v) if he/[she](#) is requested by a majority of the other Directors (not being less than two in number) to vacate office;
- (vi) if he/[she](#) is removed from office by an Ordinary Resolution;
- (vii) if he/[she](#) is absent from four successive meetings without leave expressed by a resolution of the Directors;
- (viii) if, subsequent to his/[her](#) appointment, he/[she](#) becomes resident in the U.K. and as a result thereof a majority of the Directors are resident in the U.K.

36. Article 21(h) shall be included in the Articles of Association as follows:
No Director will be required to retire by rotation.

37. Article 21 (i), (k), (l), (m), (n) of the Articles of Association shall be amended as follows:

- (i) -At least ten days' previous notice in writing shall be given to the Company of the intention of any Member or Members to propose any person other than a retiring Director for election to the office of Director and such notice shall be accompanied by notice in writing signed by the person to be proposed confirming his/[her](#) willingness to be appointed PROVIDED ALWAYS that if the Members present at a general meeting unanimously consent, the ~~chairman~~[chairperson](#) of such meeting may waive the said notices and submit to the meeting the name of any person so nominated, provided such person confirms in writing his/[her](#) willingness to be appointed and PROVIDED FURTHER that the nomination of any person other than a retiring Director for election as Director may be made only by a Director or by such Member or Members holding in the aggregate shares representing not less than 2.5 per cent. of the Net Asset Value of the Company on the Dealing Day preceding the date of nomination.
- (k) Any Director may at any time by instrument in writing ([whether in electric form or otherwise in writing](#)) under his/[her](#) hand and deposited at the registered office, or delivered at a meeting of the Directors, appoint any Director or other person to be his/[her](#) alternate Director [provided always that no such appointment of a person other than a Director as an alternate shall be operative unless and until such appointment shall have been approved by the Central Bank](#) and may in like manner at any time terminate such appointment, but no Director who is resident outside the U.K. may appoint an alternate Director who is a resident of the U.K.
- (l) The appointment of an alternate Director shall determine if his/[her](#) appointor ceases to be a Director or on the happening of any such event which if he/[she](#) were a Director would cause him to vacate such office.
- (m) An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his/[her](#) appointor as a Director and for the purposes of the proceedings at such meeting the provisions hereof shall apply as if he/[she](#) (instead of his/[her](#) appointor) were a Director. If he/[she](#) himself/[herself](#) shall be a Director, or shall attend any such meeting as an alternate for more than one Director, his/[her](#) voting rights shall be cumulative, provided, however, that he/[she](#) shall count as one for the purposes of determining a quorum. If his/[her](#) appointor is for the time being temporarily unable to act, his/[her](#) signature to any resolution in writing of the Directors and for the purposes of affixing the Company seal shall be as effective as the signature of his/[her](#) appointor. To such extent as the Directors may from time to time determine in relation to any committee of the Directors, the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his/[her](#) appointor is a member. An alternate Director shall not (save as aforesaid or as otherwise herein provided) have power to act as a Director nor shall he/[she](#) be deemed to be a Director.
- (n) -An alternate Director shall be entitled to contract and be interested in and benefit from

contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he/she were a Director but he/she shall not be entitled to receive from the Company in respect of his/her appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his/her appointor as such appointor may by notice in writing to the Company from time to time direct.

38. Article 22 of the Articles of Association shall be amended as follows:

- (a) The Directors may appoint one or more of their body to the office of managing Director or joint managing Director or to any other executive office under the Company (including, where considered appropriate, the office of ~~chairman~~chairperson) on such terms and for such period as they may determine and, without prejudice to the terms of any contract entered into in any particular case, may revoke any such appointment at any time, PROVIDED THAT the managing Director or joint managing Director or ~~chairman~~chairperson shall exercise all such powers outside the U.K. and, in particular, any decisions taken or directions given by him or them shall be taken or given outside the U.K.
- (b) A Director holding any such executive office shall receive such remuneration, whether in addition to, or in substitution for, his/her ordinary remuneration, as a Director and whether by way of salary, commission, participation in profits or otherwise or partly in one way and partly in another, as the Directors may determine.
- (c) The appointment of any Director to the office of ~~chairman~~chairperson or managing or joint managing Director shall determine automatically if he/she ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (d) The appointment of any Director to any other executive office shall not determine automatically if he/she ceases from any cause to be a Director unless the contract or resolution under which he/she holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (e) A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his/her office of Director, and may act in a professional capacity to the Company, on such terms as to remuneration and otherwise as the Directors may arrange.
- (f) A resolution in writing (in electronic form or otherwise) signed (whether by electronic signature, advanced electronic signature or otherwise approved by the Directors) by all the Directors for the time being entitled to receive notice of a meeting of the Directors and to vote thereat shall be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and may consist of several documents in the like form each signed by one or more of the Directors. A resolution in writing shall be deemed to have been signed in the country or place where the last signatory to sign the resolution in writing (in electronic form or otherwise) executes such resolution.

~~(g)-(f)~~ Subject to the provisions of the Act, and provided that he/she has disclosed to the Directors the nature and extent of any material interest of his/her, a Director notwithstanding his/her office:-

(i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is interested; and

(ii) shall not be accountable, by reason of his/her office, to the Company for any benefit which he/she derives from any such office or

employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

~~(h)~~ ~~(g)~~ No Director or intending Director shall be disqualified by his/her office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the other company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he/she became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he/she becomes so interested.

~~(i)~~ ~~(h)~~ A copy of every declaration made and notice given under this Article shall be entered within three days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor or Member at the registered office of the Company and shall be produced at every general meeting of the Company and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

~~(j)~~ ~~(i)~~ For the purposes of this Article:-

- (i) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (ii) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his/her.

~~(k)~~ ~~(j)~~ Save as otherwise provided by these Articles, a Director shall not vote at a meeting of the Directors or a committee of Directors on any resolution concerning a matter in which he/she has, directly or indirectly, an interest which is material or a duty which conflicts or may conflict with the interests of the Company. Unless otherwise resolved by the Directors, a Director shall not be counted in the quorum present at a meeting in relation to any such resolution on which he/she is not entitled to vote.

~~(l)~~ ~~(k)~~ A Director shall be entitled (in the absence of some other material interest than is indicated below) to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

- (i) the giving of any security, guarantee or indemnity to him in respect of money lent by him to the Company or any of its subsidiary or Associated companies or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiary or Associated companies; or
- (ii) the giving of any security, guarantee or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary or Associated companies for which

he/[she](#) himself/[herself](#) has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or

- (iii) any proposal concerning any offer of shares or other securities of or by the Company or any of its subsidiary or Associated companies for subscription, purchase or exchange in which offer he/[she](#) is or is to be interested as a participant in the underwriting or sub-underwriting thereof; or
- (iv) any proposal concerning any other company in which he/[she](#) is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever, provided that he/[she](#) is not the holder of 1% or more of the issued shares of any class of such company or of the voting rights available to members of such company, any such interest being deemed for the purpose of this Article to be a material interest in all circumstances.

~~(m)-(l)~~ Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not otherwise debarred from voting) shall be entitled to vote (and be counted in the quorum) in respect of each resolution, except that concerning his/[her](#) own appointment.

~~(n)-(m)~~ If a question arises at a meeting of Directors or of a committee of Directors as to the materiality of a Director's interest or as to the right of any Director to vote and such question is not resolved by his/[her](#) voluntarily agreeing to abstain from voting, such question may be referred, before the conclusion of the meeting, to the ~~chairman~~[chairperson](#) of the meeting and his/[her](#) ruling in relation to any Director other than himself/[herself](#) shall be final and conclusive.

~~(o)-(n)~~ For the purpose of this Article, an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his/[her](#) appointor shall be treated as an interest of the alternate Director.

~~(p)-(o)~~ The Company by Ordinary Resolution may suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

~~(q)-(p)~~ A Director is expressly permitted (for the purposes of Section 228(1)(d) of the Act) to use the Company's property or information subject to such conditions as may be approved by the Directors or such conditions as may have been approved pursuant to such authority as may be delegated by the Directors in accordance with these Articles.

~~(r)-(q)~~ Nothing in Section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Directors or has been approved pursuant to such authority as may be delegated by the Directors in accordance with these Articles. It shall be the duty of each Director to obtain the prior approval of the Directors, before entering into any commitment permitted by Sections 228(1)(e)(ii) and 228(2) of the Act.

39. Article 23(c) of the Articles of Association shall be included as follows:

All agreements or contracts that the Company may enter into referring to execution of any such document shall include any mode of execution under seal or under hand or any mode of electronic signature as shall be approved by the Directors.

40. Article 25(a) of the Articles of Association shall be amended as follows:

The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the ~~chairman~~[chairperson](#) shall have a second or casting vote, but only if the effect of the exercise of such a vote is not to render the decision or vote in question one which is reached or passed by a majority of Directors who are resident in the U.K. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. ~~All meetings of Directors shall be held in Ireland.~~

41. Article 25(d) of the Articles of Association shall be amended as follows:

The Directors may from time to time elect or remove a ~~chairman~~[chairperson](#) and, if they think fit, a deputy ~~chairman~~[chairperson](#) and determine the period for which they respectively are to hold office.

42. Article 25(e) of the Articles of Association shall be amended as follows:

The ~~chairman~~[chairperson](#) or, failing him/~~her~~, the deputy ~~chairman~~[chairperson](#) shall preside at all meetings of the Directors, but if there be no ~~chairman~~[chairperson](#) or deputy ~~chairman~~[chairperson](#), or if at any meeting the ~~chairman~~[chairperson](#) or deputy ~~chairman~~[chairperson](#) be not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their numbers to be ~~chairman~~[chairperson](#) of the meeting.

43. Article 25(f) of the Articles of Association shall be deleted in its entirety.

44. Article 25(l) of the Articles of Association shall be amended as follows:

Any such minutes as are referred to in Article 25(l) hereof, if purporting to be signed by the ~~chairman~~[chairperson](#) of the meeting at which the proceedings took place, or by the ~~chairman~~[chairperson](#) of the next succeeding meeting, shall, until the contrary be proved, be conclusive evidence of their proceedings.

45. Article 25(m) of the Articles of Association shall be amended as follows:

Any Director may participate in a meeting of the Directors or any committee of the Directors by means of a conference telephone or other telecommunication equipment by means of which all persons participating in the meeting can hear each other speak ~~and such~~. Any such meeting shall be deemed to have been convened in the place from which the conference telephone call or similar telecommunication is initiated. Such participation in a meeting shall constitute presence in person at the meeting and shall be counted for the purposes of determining whether a quorum is present at the meeting.

46. Article 27 of the Articles of Association shall be amended as follows:

- (a) The Directors shall provide for the safe custody of the seal of the Company. The seal shall be used only with the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf. The Directors may from time to time as they see fit determine the persons and the number of such persons who shall authenticate the affixing of the seal, and until otherwise so determined the affixing of the seal shall be authenticated by two Directors or by one Director and the Secretary, or some other person duly authorised by the Directors, and the Directors may authorise different persons for different purposes.
- (b) The Directors may by resolution determine either generally or in any particular case or cases that the signature of any such person authenticating the affixing of the seal may be affixed by some mechanical means to be specified in such resolution or that such certificate shall bear no signatures.

For the purposes of this Article, any instrument in electronic form to which the seal is required to be affixed shall be sealed by means of an Advanced Electronic Signature based on a Qualified Certificate

of a Director and the Secretary or of a second Director or by some other person appointed by the Directors for the purpose.

47. Article 28 (b) of the Articles of Association shall be amended as follows:

The Directors, with the sanction of an Ordinary Resolution of the Members of a class of shares, may distribute in kind among Members by way of dividend or otherwise any of the assets of the Company (other than any assets which have a contingent liability).

48. Article 26(i) of the Articles of Association shall be deleted in its entirety.

49. Article 29(a) (i) and (ii) of the Articles of Association shall be amended as follows:

- (i) for a period of six years no cheque sent by the Company through the post in apre-paid letter addressed to the Member or to the person entitled by transmission to the share at his/her address on the Register or the last known address given by the Member or the person entitled by transmission to which cheques are to be sent has been cashed or acknowledged and no communication has been received by the Company from the Member or the persons entitled by transmission (provided that during such six year period atleast three dividends shall have become payable in respect of such share);
- (ii) at the expiration of the said period of six years by notice sent by pre-paid letter addressed to the Member or to the person entitled by transmission to the share at his/her address on the Register or to the last known address given by the Member or the person entitled by ~~transmission~~ or by advertisement in a national daily newspaper published in Ireland or in a newspaper circulating in the area in which the address referred to in Article 29(a)(i) is located the Company has given notice of its intention to repurchase such share;

50. Article 29(c) of the Articles of Association shall be included as follows:

In some circumstances (for example on a fund termination, a winding up or a compulsory repurchase) the Company may be unable in practice to make a disbursement of assets due to one or more Members. Notwithstanding anything herein to the contrary, once all reasonable measures to make the disbursement have been taken, the Directors may in their discretion consider that any claims of the Members in respect of any such assets whether in the form of unclaimed dividends, unpaid repurchase proceeds or otherwise and any obligations of the Company in connection therewith shall be extinguished and any such amounts may be retained by the relevant fund for the benefit of the other Members or paid to a charitable foundation to be determined by the Directors. The foregoing may apply subject to a de minimus level to be reasonably determined by the Directors in their discretion or without qualification on the basis of the Company seeking to meet its anti-money obligations under Irish law.

51. Article 32(a), (b), (c) of the Articles of Association shall be amended as follows:

(a) Any notice or other document required to be served upon, made available or sent to a Member shall be deemed to have been duly given if sent by post or left at his/her address as appearing on the Register or, with the consent of a Member (which consent shall be deemed to be given on provision by the Member of an email address to the Company), made available or sent in electronic form by electronic means and in the case of joint Members if so done upon or to the first named on the Register or (save in the case of a Notice of a General Meeting of the Company) if either the full text of the notice or documents is published in a national daily newspaper in Ireland or such other publication as the Company may from time to time decide circulating in any country where the shares of the Company are marketed, or an advertisement is so published stating where copies of such notices or documents may be obtained.

(b) Any notice or document sent by post to or left at the registered address of a Member or, with the consent of a Member (which consent shall be deemed to be given on provision by the Member of an email address to the Company), sent in electronic form by electronic means, shall notwithstanding that such Member be then dead or bankrupt and whether or not the Company [or the management company](#) has notice of his/[her](#) death or bankruptcy be deemed to have been duly served or sent and such service shall be deemed a sufficient service on receipt by all persons interested (whether jointly with or as claiming through or under him) in the shares concerned and such notice shall be deemed to have been received by the Members twenty four hours after the time of posting or sending by electronic means.

(c) Any certificate or notice or other document which is sent by post or left at the registered address of the Member named therein or dispatched by the Company [or the management company](#) in accordance with his/[her](#) instructions or, with the consent of a Member sent in electronic form by electronic means (which consent shall be deemed to be given on provision by the Member of an email address to the Company), shall be so sent, left or dispatched at the risk of such Member and the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty four hours, after the cover containing it was posted. Where any certificate or notice or other document, with the consent of the Member (which consent shall be deemed to be given on provision by the Member of an email address to the Company), is sent in electronic form by electronic means, the giving, service or delivery of such certificate or notice or other document shall be deemed to have been effected at the time of transmission provided in the case of notice sent by facsimile the correct number is received on the transmission report. In proving service of delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted or where it was sent in electronic form by electronic means it was properly addressed.

52. Article 33 (a) and (d) of the Articles of Association shall be amended as follows:

(a) If the Company shall be wound up or dissolved the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as he/[she](#) thinks fit.

(d) If the Company shall be wound up or dissolved (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may with the authority of a Special Resolution of the Company, divide among the Members *pro rata* to the value of their shareholdings in the Company (as determined in accordance with Article 14 herein) *in specie* the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of a single kind and may for such purposes value any class or classes of property in accordance with the valuation provisions in Article 14. [If a Member so requests the Company shall arrange to dispose of the assets on behalf of the Member. The price obtained by the Company may be different from the price at which the assets were valued when determining the Net Asset Value and the management company and the Company shall not be liable for any difference arising and the costs of such sale can be charged to the relevant Member.](#) The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but not so that any Member shall be compelled to accept any asset in respect of which there is a liability.

53. Article 34 (a)(i) of the Articles of Association shall be amended as follows:

every person who is or has been a Director, Officer, or employee of the Company and every person who serves at the Company's request as Director, Officer or employee of another company, partnership, joint venture, trust or other enterprise shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any debt, claim, action, demand, suit, proceeding, judgment, decree, liability or obligation of any kind in which he/[she](#) becomes involved as a party or otherwise by virtue of his/[her](#) being or having been a Director, Officer or employee of the Company or of another company, partnership, joint venture, trust or other enterprise at the request of the Company and against amounts paid or incurred by him in the settlement thereof except where any of the foregoing is attributable to any negligence, default, breach of duty or breach of trust on the part of such Director, Officer or employee;

54. Article 34 (b) of the Articles of Association shall be amended as follows:

The Depository, administrator, any sub-managers, investment advisers, distributors or other agents and any other person shall be entitled to such indemnity from the Company upon such terms and subject to such conditions and exceptions and with such entitlement to have recourse to the assets of the Company with a view to meeting and discharging the costs thereof as shall be provided under its agreement with the Company, provided that no such indemnity shall extend to any matters arising from the negligence, fraud or wilful default of the person so indemnified and in the case of the Depository no such indemnity shall extend to any matters arising from a breach of the standard liability applicable to the Depository pursuant to the Regulations.

55. Article 34 (c) of the Articles of Association shall be amended as follows:

The Company, the Administrator, the Investment Manager and the Depository shall each be entitled to rely absolutely on any declaration received from a Member or his/her agent as to the residence or otherwise of such Member and shall not incur liability in respect of any action taken or thing suffered by any of them in good faith in reliance upon any paper or document believed to be genuine and to have been sealed or signed by the proper parties nor be in any way liable for any forged or unauthorised signature on or any common seal affixed to any such document or for acting on or giving effect to any such forged or unauthorised signature or common seal but shall be entitled, though not bound, to require the signature of any person to be verified by a banker, broker or other responsible person or otherwise authenticated to its or their satisfaction.

56. Article 34 (d) of the Articles of Association shall be amended as follows:

The Company, the Administrator, the Investment Manager and the Depository shall each incur no liability to the Members for complying with any present or future law or regulation made pursuant thereto, or any decree, order or judgment of any court, or any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise). If for any reason it becomes impossible or impracticable to carry out any of the provisions hereof neither the Company nor the Administrator nor the Investment Manager nor the Depository shall be under any liability therefor or thereby. This Article shall not, however, exempt the Company, the Administrator, the Investment Manager or the Depository from any liability any of them may incur as a result of a failure to adhere to their obligations as set out in the Regulations or any liability incurred as a result of any fraud on the part of the Company, the Administrator, the Investment Manager or the Depository and as set out in the standard of liability in each of their contractual arrangements with the Company.

57. Article 40 (a) of the Articles of Association shall be amended as follows:

The Directors, on behalf of the Company, may appoint any person, firm or corporation which is qualified to act as a management company of a UCITS pursuant to the Regulations and which has been approved in advance by the Central Bank to act as the management company of the Company, and may entrust to and confer on the management company so appointed any of the powers exercisable by them as Directors including those outlined at Article 25 (h) and (i), on such terms and conditions including the right to remuneration payable by the Company and the right to pay an amount payable under any indemnity provisions granted by the Company (which shall constitute fees and expenses payable by the Company in addition to those outlined in Article 2(c)) and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers.