Ennismore Smaller Companies plc

(the “Company”)

An investment company with variable capital incorporated in Ireland with registered number 294512
established as an umbrella fund with segregated liability between sub-funds

Ennismore Global Equity Fund

(the “Fund”)

SUPPLEMENT TO PROSPECTUS

25 February 2022

The Ennismore Global Equity Fund is a sub-fund of Ennismore Smaller Companies plc, an investment company with variable capital established pursuant to the Regulations as an umbrella fund with segregated liability between Funds, in which different Funds may be created from time to time, with the prior approval of the Central Bank.

A description of Ennismore Smaller Companies plc, its management and administration, taxation and risk factors is contained in the Prospectus.

This Supplement relates to the Ennismore Global Equity Fund and forms part of the Prospectus. The information contained in this Supplement should be read in the context of, and together with, the information contained in the Prospectus, and distribution of this Supplement is not authorised unless accompanied by or supplied in conjunction with a copy of the Prospectus.

The other current Fund of the Company is the Ennismore European Smaller Companies Fund.

Due to the higher than average degree of risk attached to investment in the Fund, because of its ability to invest in financial derivative instruments for investment purposes, an investment in the Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

The Directors of the Company, whose names appear on page 18 of the Prospectus, accept responsibility for the information contained in this Supplement. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

Unless otherwise stated, all capitalised terms shall have the same meaning herein as in the Prospectus.

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DEFINITIONS

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

"ADRs"	means American Depository Receipts;
"Business Day"	means a day (other than Saturday or Sunday) on which the banks in both Dublin and London are open for business or such other days as may be specified by the Directors in consultation with the Manager;
"Dealing Day"	means each Business Day. The Directors may, in consultation with the Manager, determine that Dealing Days may be other than on every Business Day, provided that there shall be no fewer than four Dealing Days in each month and all Shareholders shall be notified in advance;
"Fund"	means the Ennismore Global Equity Fund;
"GDRs"	means Global Depository Receipts;
"Minimum Holding"	means, in the case of the EUR II Share Class of the Fund, a minimum holding of EUR 40,000,000 (or the applicable foreign currency equivalent) or such greater or lesser amount as may be determined by the Directors in their absolute discretion in any particular case;
"Minimum Initial Subscription"	means, in the case of Fund, a minimum initial subscription of EUR 40,000,000 (or the applicable foreign currency equivalent) or such greater or lesser amount as may be determined by the Directors in their absolute discretion in any particular case provided that such lesser amount is in accordance with the requirements of the Central Bank;
"Prospectus"	means the prospectus of the Company dated 25 February 2022 and all relevant supplements and revisions thereto;
"Share(s)"	means each of the GBP Shares, the EUR Shares, the EUR I Shares, the EUR II Shares, the CHF Shares, the USD I Shares and the GBP A Shares or, collectively, as the context so requires;
"Share Class(es)"	means the classes of Shares of the Fund;
"Supplement"	means this supplement;
"USD"	means the lawful currency of the United States of America; and
"Valuation Day"	means every Business Day;

The Fund

This Supplement is issued in connection with the offer of the Ennismore Global Equity Fund (the "**Fund**"). The Directors of the Company may create new classes of Shares in the Fund from time to time, provided that the creation of any such new class of Shares is notified and cleared in advance to the Central Bank. A separate pool of assets will not be maintained for each class of Shares.

The following classes of Shares in the Fund may be offered to investors:

- the EUR Shares;
- the EUR I Shares;
- the EUR II Shares;
- the GBP Shares;
- the GBP A Shares;
- the CHF Shares; and
- the USD I Shares;

The Base Currency is GBP for the Fund.

Profile of a Typical Investor

A typical investor in the Fund will have a long term investment horizon and be seeking to achieve capital growth through exposure to a range of equities and equity related instruments in developed markets and will accept a significant level of investment risk.

Investment Objective

The investment objective of the Fund is to generate long term capital growth.

Investment Policy

The Investment Manager applies a bottom up approach to investment. The process starts with the identification of a potential investment. Sources for ideas include (but are not limited to) screening based on financial data, company meetings and other independent research. The Investment Manager will focus on listed companies, given the availability of financial information which can be monitored, as a source of potential investment. The Investment Manager does not typically source ideas from the sell side. Typically, long investments are made in the securities of companies which, in the opinion on the Investment Manager, will in the future have a high and sustainable return on net operating assets. Sources of sustainable high returns include pricing power (e.g. from network effects, customer switching costs) and lower costs than competitors (e.g. economies of scale). Typically, short investments are made in the securities of companies that, in the opinion of the Investment Manager, will not earn a return on capital that exceeds their cost of capital. The Investment Manager evaluates the material operational and financial risks that a company faces and will not invest in those considered to be high risk (e.g. due to excessive financial leverage).

Once a potential investment has been identified, the Investment Manager estimates the intrinsic value of its listed securities. Intrinsic value is the net present value of future cash flows to owners of these securities. Estimation requires a detailed understanding of the future demand for and supply of a company's goods and services and of the demand for and supply of inputs (e.g. raw materials, labour, capital) used by the company. The Investment Manager undertakes detailed due diligence to assess intrinsic value. Typically, this due diligence process will include analysing the financial and operational data available for both the company and its significant competitors, customers and suppliers. In addition, the Investment Manager will often seek to discuss its analysis of the company and its industry with management of the company and of its competitors, customers and suppliers. In aggregate, the Investment Manager relies on a large volume of data points and information to estimate the intrinsic value of a single company. Investments will only be made if securities trade at a significant discount (in the case of longs; a significant premium in the case of shorts) to the intrinsic value estimated by the Investment Manager.

The portfolio weighting of an investment is determined with reference to both the difference between market value and estimated intrinsic value and the Investment Manager's level of confidence in its estimate (which always reflects a range of possible outcomes, none of which are certain, identified in the due diligence process). Investment weightings also take into account the liquidity of the underlying security. The overall portfolio will be diversified with limits on individual position sizes at both cost and value in order to mitigate company specific risk. The portfolio will include long and short investments providing some hedge against general market risk but one position will not usually be taken specifically for the purpose of hedging risks identified in other positions.

The Fund will seek to achieve its investment objective primarily through exposure to equity securities, of companies that are listed or traded on Recognised Markets in developed markets on a global basis. The Fund continuously invests a minimum of 51% of the Net Asset Value of the Fund in equity investments. Investments will provide long exposure, both from purchasing equities and the use of financial derivative instruments, and short exposure through the use of financial derivative instruments, to a diversified portfolio of underlying equities without reference to any benchmark or index. The Fund has no sectorial, industry or geographical limit or restriction to the equities (or the derivatives thereof) or the equity related securities or debt securities it may acquire. The majority of debt securities which the Fund may acquire, will be short term European (including UK) government debt treasury bills with less than 3 months to maturity held as part of cash management. These will be selected on the basis of yield, credit rating and maturity profile. In very limited circumstances, the Fund may acquire corporate debt. Where the Fund acquires corporate debt, the selection by the Investment Manager of the investee company will be made in the same manner as for equity securities. The percentage of the Net Asset Value of the Fund invested in such debt securities and their derivatives may vary significantly over time depending upon the investment opportunities identified by the Investment Manager.

Where the Investment Manager perceives equity valuations to be high, and consequently finds few long equity investments that are trading at a discount to the Investment Manager's assessment of intrinsic value, the Fund may hold a significant proportion of the Net Asset Value of the Fund in liquid assets, such as cash and short-term government debt securities. Such holdings would be dependent upon the equity investment opportunities identified by the Investment Manager and subject always to the conditions and limits set out in the Central Bank UCITS Regulations, as defined in the Prospectus.

Investment in cash
As the Fund may invest substantially in cash deposits, investors should note the difference between the nature of a direct investment in a cash deposit and the nature of an investment in the Fund and in particular, the risk that the principal invested in the Fund is capable of fluctuation.

The Fund is also permitted to acquire equity related instruments including warrants, preference shares, and securities which are convertible into common or preferred stock, ADRs and GDRs which in each case are linked to or traded on Recognised Markets. Convertible securities (which may or may not embed leverage) may include bonds, participatory notes and debentures which may be converted or exchanged at a stated or determinable exchange ratio. Participatory notes are instruments issued by banks or broker-dealers and are designed to offer a return linked to a particular underlying equity security, currency or market. Participatory notes are primarily used to gain exposure to equity securities which are otherwise difficult for foreign investors (such as the Fund) to access or too costly and time-sensitive for direct access to the underlying securities due to market registration issues (to gain exposure to Indian equity securities). ADRs and GDRs are transferable securities in registered form, certifying that a certain number of shares have been deposited with a custodian bank by whom the ADR or GDRs have been issued. ADRs are traded on U.S. exchanges and markets and GDRs are traded on European exchanges and markets and U.S. exchanges and markets. Warrants may be used for the purpose of enhancing returns on underlying securities and gaining exposure to markets or issuers at minimum risk to the Fund. A warrant is certificate, usually issued along with a bond or preferred stock, entitling the holder to buy a specific amount of securities at a specific price, usually above the current market price at the time of issuance, for an extended period, anywhere from a few years to forever. In the case that the price of the security rises above that of the warrant's exercise price, the investor can buy the security at the warrant's exercise price and resell it for a profit. Otherwise, the warrant will simply expire or remain unused. A warrant might be listed on an options exchange or trade over-the-counter and may trade independently of the security with which it was issued.

In addition, the Fund may acquire up to 40% of the Fund Net Asset Value in debt securities such as bonds, convertible debt securities (which may or may not embed leverage) or debentures (which in each case may be fixed or floating rate) issued by government, local and public authorities in developed markets and companies established or operating in markets provided such debt securities are listed or traded on Recognised Markets. Permitted debt securities will include fixed income bonds, subordinated bonds, floating rate bonds, discount bonds (for example U.S. treasury bills and U.S. savings bond), convertible bonds, bonds with warrants attached and asset backed bonds. A discount bond is a bond that is issued for less than its par value, or a bond currently trading for less than its par value in the secondary market. A bond is considered a discount bond when it has a lower interest rate than the current market rate, and consequently is sold at a lower price. The Fund may invest in both investment grade securities and high yield securities ("**junk bonds**"), subject to a maximum of 10% of its total assets in securities rated below A2 by Moody's Investors Service, Inc. ("**Moody's**"), or equivalently rated by Standard & Poor's Corporation ("**S&P**"), or an equivalent rating, or if unrated, determined by the Investment Manager to be of comparable quality.

The Fund may engage in transactions in financial derivative instruments for the purposes of efficient portfolio management and for investment purposes to gain both long exposure and short exposure through the use of financial derivative instruments to securities permitted pursuant to the investment policy of the Fund. The financial derivative instruments the Fund will utilise may consist of contracts for difference, purchased options and futures. A description of each type of financial derivative instrument to be utilised by the Fund is set out below.

Contracts for difference – a contract between two parties to exchange the difference between the value of an asset now and over a period of time giving the parties to the contract exposure to price movements of the asset without owning it. Contracts for difference are use in a similar way to futures but notional size or expiry dates can be customised to a greater extent. They provide exposure in a cost-effective manner. The Fund intends to utilise contracts for difference for investment purposes to gain both long exposure and short exposure to securities permitted pursuant to the investment policy of the Fund.

Purchased options – for a relatively small up-front payment the Fund obtains the right, but not the obligation, to buy or sell a specified asset at a fixed price by a specified date in the future. The Fund can use options in the same way as any other derivative to replicate the effect of acquiring an asset, but the one-way nature of options also means that if the Fund takes out an option to buy an asset, it can get the benefit of an increase in value in the asset without any risk of loss if it falls in value, apart from the cost of the initial payment if the option expires worthless. The Fund intends to utilise purchased options for investment purposes to gain both long exposure and short exposure to securities permitted pursuant to the investment policy of the Fund.

Futures – the Fund enters into a contract to buy or sell a specified asset at a fixed price by a specified date in the future. A future differs from an option in that there is no up-front payment for the contract, apart from a nominal transaction fee, and that once the contract is made, both parties are obliged to complete it unless the contact is closed out before expiry. The effect of buying or selling a future is the same as a contract for difference, but futures are always traded on exchanges and in minimum transaction sizes. The Fund may use futures to replicate the effect of holding any of the assets within the Fund's permitted universe. The Fund may invest in futures on equities and equity indices. The Fund intends to utilise futures for investment purposes to gain both long exposure and short exposure to securities permitted pursuant to the investment policy of the Fund.

It is expected that the proportion of the Fund's assets under management that will be subject to Securities Financing Transactions ("**SFTs**") will typically be in the range of 0% to 15% for securities lending transactions, but will not in any event exceed 40%, and will not exceed the investment restrictions prescribed in Part III of the Prospectus. The assets underlying the SFTs will be equities under such transactions as described below. For further information on SFTs please see section entitled "Securities Financing Transactions (SFTs)" in the Prospectus.

The use of financial derivatives instruments may also create leverage or synthetic short positions (i.e. positions which are in economic terms equivalent to short positions). Under normal market conditions, the Investment Manager expects that the Fund's short exposure will be less than 80% of Net Asset Value. Under normal market conditions, the Investment Manager expects that the Fund's long equity exposure will not exceed 100% of Net Asset Value. Accordingly, under normal market conditions, the Fund's typical range of net equity exposure to investment markets is likely to be in the range of -10% to +90% of Net Asset Value but may exceed this range. The maximum permitted range of the Fund's net equity exposure is -30% to +130% of Net Asset Value. The degree of leverage will be calculated using the commitment approach and, for the avoidance of doubt, leverage will not exceed 100% of the

Fund’s Net Asset Value. The Investment Manager employs a risk management process which enables it to monitor and measure the risks attached to financial derivative instruments, and details of this process have been provided to the Central Bank. Only derivative instruments listed in the Investment Manager’s risk management process and cleared by the Central Bank may be utilised. In respect of any instrument which contains an embedded derivative, the derivative component of such instrument shall be of a type which the Fund could otherwise invest in directly.

It is not the intention of the Fund to invest in open-ended Collective Investment Schemes.

ESG Integration

Due to the nature of the Fund’s investment objective, sustainability risks are not systematically integrated into the Fund’s investment strategy. However, as part of the investment process, the Fund seeks to include all relevant financial risks and evaluates these on an ongoing basis. Sustainability risks are regarded as relevant by the Investment Manager to an individual investment to the extent that such sustainability risks impact the fundamental value assessment of that individual investment and to the extent sufficient information exists to evaluate the sustainability risks. It is not possible for the Investment Manager to properly integrate sustainability risks into the investment decision making process at present as there is insufficient information available regarding certain of the companies in which the Fund may invest and investment in these companies may, in aggregate, comprise a high proportion of the Fund’s portfolio. Therefore, until such time as there is adequate information available regarding these asset classes the Investment Manager is unable to assess the likely impact of sustainability risks on the return of the Fund. Further the Fund’s portfolio is constructed based on individual stock selection, consequently the sustainability risk to the Fund will be the result of the individual stock selection decisions rather than determining the portfolio construction.

A ‘sustainability risk’ means an environmental, social or governance (**ESG**) event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment. If a sustainability risk associated with an investment materialises, it could lead to the loss in value of an investment.

The investments underlying the Fund do not take into account the EU criteria for environmentally sustainable economic activities within the meaning of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088.

Principal Adverse Impact Reporting

As permitted under Article 4 of the SFDR, the Manager does not consider adverse impacts of investment decisions on sustainability factors on the basis that it is not a financial market participant that is required to do so given that the Manager does not have on its balance sheet an average number of employees exceeding 500 during the financial year. The Manager may choose at a later date to publish and maintain on its website the consideration of principal adverse impacts of investment decisions on sustainability factors. The Manager will review its approach to considering the principal adverse impacts on investment decisions on sustainability factors under the SFDR once the regulatory technical standards come into effect.

Investment and Borrowing Restrictions

Investors’ attention is drawn to the investment and borrowing restrictions set out in the Prospectus.

Dividend Policy

The Directors do not anticipate paying a dividend in respect of the Shares. All income and profits earned by the Fund attributable to the Shares will accrue to the benefit of those classes of Shares and will be reflected in the Net Asset Value attributable to the relevant classes of Shares.

Risk Factors

Investors’ attention is drawn to the risk factors set out in the Prospectus.

Risks associated with stock lending

The risks in lending portfolio securities, as with other extensions of credit, consist of the failure of one or more counterparty to comply with the terms of agreement, which can result in the: (i) possible loss of rights to the collateral put up by the borrower of the securities; (ii) inability of the intermediary to return the securities deposited by the Fund; and (iii) possible loss of benefits accruing to the securities deposited with the intermediary.

Counterparty Risk

Counterparty risk exists when the Fund may be exposed to credit risk on the counterparties with which it lends securities. The risk is that the borrower of a security will default on its obligation to return the securities, which could result in losses to the Fund. Borrowers are therefore required to provide collateral in the form of cash or securities to protect the Fund against the risk of default.

The Fund will maintain collateralisation policies to mitigate counterparty risk, including (i) ensuring that the value of the collateral required exceeds the market value of securities on loan for each security loan entered into by the Company; (ii) collateral is posted, or received, on a daily basis, based on changes in the market value of each security loan, collateral is posted or received on a daily basis, to ensure that the value of the collateral held exceeds the market value of the securities on loan; and (iii) in the event of counterparty default, the collateral held is immediately available to the Company (without recourse) and it will be used to buy the securities lent but not returned.

While the Fund will engage in conservative collateralisation policies intended to ensure that all securities lending is fully collateralised, to the extent that any securities lending is not fully collateralised (for example, due to timing lags associated with the posting of cash collateral), the Fund will have a credit risk exposure to the counterparty of a securities lending contract.

Additional risk mitigation against counterparty default is provided through: (i) contractual protections in the event of default of a counterparty; and (ii) ongoing monitoring of creditworthiness counterparties.

Collateral Reinvestment Risk

The risk that that cash collateral reinvestment could result in a reduction of the value of the collateral capital (because the investment declines in value). This, in turn may causes losses to the Fund because it is obliged to return collateral equivalent to the value of the returned security.

It is important to understand that when a securities lending contract is entered into, the lender has the ability to recall the loan at any time, and the borrower has the ability to return the security to the lender at any time. To the extent that collateral may need to be returned at any time, it is important that the collateral be available to return to the securities borrower. The Fund will maintain collateral reinvestment policies to mitigate this risk. These policies aim to preserve collateral capital and provide sufficient liquidity for the Company to: (i) fund redemption orders and (ii) return collateral to borrowers who return the loaned securities.

Sustainability Risk

Sustainability risks within the meaning of Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (the "Disclosure Regulation") are environmental, social and governance events or conditions whose occurrence could have an actual or potential principal adverse impact on the value of the Fund's investment. Sustainability risks can affect all known types of risk (for example, market risk, liquidity risk, counterparty risk and operational risk), and as a factor, contribute to the materiality of these risk types.

Taxation

Any change in the Fund's tax status or in taxation legislation could affect the value of the investments held by the Fund and could affect the return to investors. Potential investors and Shareholders should note that the statements on taxation, which are set out herein are based on advice which has been received by the Directors regarding the law and practice in force in the relevant jurisdiction as at the date of this Supplement and the Prospectus. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment is made in the Fund will endure indefinitely. The attention of potential investors is drawn to the tax risk associated with investing in the Fund. See section headed “Taxation” in the Prospectus.

Subscriptions

The initial offer period for the EUR II Shares will commence at 9 a.m. on 13 December 2021 and will close at 5 p.m. on 12 June 2022 or such earlier or later date as the Directors may in their absolute discretion determine having notified the Central Bank (the “**Initial Offer**”).

During the Initial Offer, the initial offer price of the EUR II Shares shall be EUR 10.00 and the EUR II Shares shall be subject to the Minimum Initial Subscription.

The initial offer period has now closed for all other Share Classes in the Fund. Following the closure of the initial offer period, the manner in which Shares may be subscribed for is set out in the Prospectus under the section entititled “Applications for Shares".

Currency conversion will take place on subscription, redemption, switching and distributions at prevailing exchange rates. In addition, the value of the Share expressed in EUR will be subject to exchange rate risk in relation to GBP.

The Minimum Subsequent Subscription for the Shares is as follows:

Shares	**Currency**	
EUR Share Class	EUR	125,000.00
EUR I Share Class	EUR	125,000.00
EUR II Share Class	EUR	125,000.00
GBP Share Class	GBP	100,000.00
GBP A Share Class	GBP	15,000.00
CHF Share Class	CHF	150,000.00
USD I Share Class	USD	125,000.00

The Directors will not charge a subscription fee. Subscription requests in respect of the Shares for amounts less than the Minimum Initial Subscriptions or the Minimum Subsequent Subscriptions will be refused.

Currency Hedged Classes

The Fund may (but is not obliged to) enter into certain currency-related transactions in order to hedge the currency exposure of the assets of a Fund attributable to a particular Share Class into the currency of denomination of the relevant Share Class for the purposes of efficient portfolio management.

Any financial instruments used to implement such currency hedging strategies with respect to one or more Share Classes shall be assets/liabilities of the Fund as a whole but will be attributable to the relevant Share Class(es) and the gains/losses on, and the costs of, the relevant financial instruments will accrue solely to the relevant Share Class. However, investors should note that there is no segregation of liability between Share Classes. Although the costs, gains and losses of the currency hedging transactions will accrue solely to the relevant Share Class, Shareholders are nonetheless exposed to the risk that hedging transactions undertaken in one class may impact negatively on the Net Asset Value of another Share Class.

Where the Investment Manager seeks to hedge against currency fluctuations, while not intended, this could result in over-hedged or under-hedged positions due to external factors outside the control of the Fund. However, over-hedged positions will not exceed 105% of the Net Asset Value and hedged positions will be kept under review to ensure that over-hedged positions do not exceed the permitted level which review will also incorporate a procedure to ensure that positions in excess of 100% of Net Asset Value will not be carried forward from month to month. Under-hedged positions will not be permitted to fall short of 95% of the Net Asset Value attributable to the hedged Share Class(es). Under-hedged positions will be kept under review to ensure they are not carried forward from month to month.

To the extent that hedging is successful for a particular Share Class, the performance of the Share Class is likely to move in line with the performance of the underlying assets, with the result that investors in that Share Class will not gain/lose if, in the case of currency hedging, the Share Class currency falls/rises against the Base Currency.

The foreign currency hedging undertaken in respect of the EUR I Shares, which are denominated in Euro, seeks to hedge against exchange rate fluctuation risks between Euro and the Base Currency. The foreign currency hedging undertaken in respect of the USD I Shares, which are denominated in USD, seeks to hedge against exchange rate fluctuation risks between USD and the Base Currency. In light of the currency hedging policy to be followed by the EUR I Shares and the USD I Shares, holders of such shares should pay particular attention to the disclosures in the Prospectus regarding risks relating to currency and exchange rate risk and the use of derivatives. Investors should also be aware that it is not intended to hedge the currency exposure of the underlying assets of the Fund to the Base Currency so the Share Class performance may be affected by exchange rate movements.

Redemptions

Shares may be redeemed in the manner set out in the Prospectus under the section "Subsequent Purchases and Redemptions of Shares" and herein.

Compulsory Redemptions

The Directors reserve the right to compulsorily redeem all Shares held by a Shareholder if, among other reasons, the aggregate Net Asset Value of the Shares held by the Shareholder is less than the Minimum Holding specified herein. Prior to any compulsory redemption of Shares, the Directors will notify the Shareholders in writing and allow such Shareholder 15 calendar days to purchase additional Shares to meet this minimum requirement.

Payment of Redemption Price

For the avoidance of doubt, and notwithstanding the settlement terms outlined in the Prospectus, settlement for redemptions in the Fund will be made by telegraphic transfer within ten Business Days after the Dealing Day on which the Administrator receives the authorised redemption request together with any relevant duly renounced share certificate (if issued). No redemption payment may be made from a holding until all documentation required by the Fund (including any documents in connection with anti-money laundering procedures) has been received from the investor and the anti-money laundering procedures have been completed.

Partial Redemption

A request for a partial redemption of Shares will be refused, or the holding may be redeemed in its entirety, if, as a result of such partial redemption, the aggregate Net Asset Value of the Shares maintained by the Shareholder would be less than the Minimum Holding specified in the relevant section herein.

The Minimum Redemption from the Shares is as follows:

Shares	**Currency**	
EUR Share Class	EUR	12,500.00
EUR I Share Class	EUR	125,000.00
EUR II Share Class	EUR	125,000.00
GBP Share Class	GBP	10,000.00
GBP A Share Class	GBP	5,000.00
CHF Share Class	CHF	15,000.00
USD I Share Class	USD	125,000.00

The Directors will not charge a redemption fee.

Fees and Expenses

Investors' attention is drawn to the Charges and Expenses Payable by the Fund section in the Prospectus.

Management Fee

Details in respect of the management fee payable in respect of the Fund are set out in the Prospectus.

Investment Manager's Fees

With the exception of the EUR II Share Class, the Fund will pay the Investment Manager investment management fee of 2% per annum of the Net Asset Value of the Company (plus VAT, if any) which shall accrue daily and shall be payable monthly in arrears. For the avoidance of doubt, 2% per annum of the Net Asset Value of the Company (plus VAT, if any) is the maximum investment management fee which will be paid to the Investment Manager by the Fund. The investment management fee will be calculated on the basis of the Net Asset Value of the Fund on the last Dealing Day of the relevant month. The Fund will pay the Investment Manager an investment management fee of 1% per annum of the Net Asset Value of the Company (plus VAT, if any) in respect of the EUR II Share Class which shall accrue daily and shall be payable monthly in arrears.

Performance Fee in respect of the EUR Shares, the EUR I Shares, the EUR II Shares, the GBP Shares, the CHF Shares and the USD I Shares

The Investment Manager will also be entitled to receive a performance fee from the Fund calculated on a Share-by-Share basis so that each Share is charged a performance fee which equates precisely with that Share's performance. This method of calculation ensures that (i) any performance fee paid to the Investment Manager is charged only to those Shares which have appreciated in value, (ii) all holders of Shares have the same amount of capital per Share at risk in the Fund, and (iii) all Shares have the same Net Asset Value per Share.

The initial offer price of the Shares will be the starting price for the calculation of the relevant performance fee to which the provisions below will apply.

The first calculation period for the performance fee shall begin following the end of the initial offer period for the Shares and finish on 31 December of that calendar year (the "**Initial Calculation Period**"). Thereafter, the performance fee in respect of each Share will be calculated in respect of each calendar year (each a "**Subsequent Calculation Period**") (the Initial Calculation Period and each Subsequent Calculation Period are each a "**Calculation Period**"). The performance fee will be deemed to accrue on a daily basis as at each Valuation Day.

For each Calculation Period, the performance fee in respect of each Share will be equal to 20% of the appreciation in the Net Asset Value per Share during that Calculation Period above the Base Net Asset Value per Share. The Base Net Asset Value per Share is the greater of the Net Asset Value per Share at the time of issue of that Share and the highest Net Asset Value per Share achieved as at the end of any previous Calculation Period (if any) during which such Share was in issue. The performance fee in respect of each Calculation Period will be calculated by reference to the Net Asset Value before deduction for any accrued performance fees, provided such calculation method is in the best interests of Shareholders.

The performance fee will normally be payable to the Investment Manager in arrears within 14 calendar days of the end of each Calculation Period. However, in the case of Shares redeemed during a Calculation Period, the accrued Performance Fee in respect of those Shares will crystallise in due proportions on the date of the investor's redemption will be payable within 14 calendar days after the date of redemption. In the event of a partial redemption, Shares will be treated as redeemed on a first in, first out ("**fifo**") basis.

Adjustments

If an investor subscribes for Shares at a time when the Net Asset Value per Share is other than the Peak Net Asset Value per Share, certain adjustments will be made to reduce inequities that could otherwise result to the subscriber or to the Investment Manager. The Peak Net Asset Value per Share is the highest Net Asset Value per Share in effect immediately after the end of the previous Calculation Period in respect of which a performance fee (other than a Performance Fee Redemption, as defined below) was charged.

(A) If Shares are subscribed for at a time when the Net Asset Value per Share is less than the Peak Net Asset Value per Share, the investor will be required to pay a performance fee with respect to any subsequent appreciation in the value of those Shares. With respect to any appreciation in the value of those Shares from the Net Asset Value per Share at the date of subscription up to the Peak Net Asset Value per Share, the performance fee will be charged at the end of each Calculation Period by redeeming at par value (which will be retained by the Fund) such number of the investor's Shares as have an aggregate Net Asset Value (after accrual for any performance fee) equal to 20% of any such appreciation (a "**Performance Fee Redemption**"). An amount equal to the aggregate Net Asset Value of the Shares so redeemed will be paid to the Investment Manager as a performance fee. The Fund will not be required to pay to the investor the redemption proceeds of relevant Shares, being the aggregate par value thereof. Performance Fee Redemptions are employed to ensure that the Fund maintains a uniform Net Asset Value per Share. As regards the investor's remaining Shares, any appreciation in the Net Asset Value per Share of those Shares above the Peak Net Asset Value per Share will be charged a performance fee in the normal manner described above.

(B) If Shares are subscribed for at a time when the Net Asset Value per Share is greater than the

Peak Net Asset Value per Share, the investor will be required to pay an amount in excess of the then current Net Asset Value per Share equal to 20% of the difference between the then current Net Asset Value per Share (before accrual for the performance fee) and the Peak Net Asset Value per Share (an "**Equalisation Credit**"). At the date of subscription the Equalisation Credit will equal the performance fee per Share accrued with respect to the other Shares in the Fund (the "**Maximum Equalisation Credit**"). The Equalisation Credit is payable to account for the fact that the Net Asset Value per Share has been reduced to reflect an accrued performance fee to be borne by existing holders of Shares and serves as a credit against performance fees that might otherwise be payable by the Fund but that should not, in equity, be charged against the Shareholder making the subscription because, as to such Shares, no favourable performance has yet occurred. The Equalisation Credit ensures that all holders of Shares have the same amount of capital at risk per Share.

The additional amount invested as the Equalisation Credit will be at risk in the Fund and will therefore appreciate or depreciate based on the performance of the Shares subsequent to the issue of the relevant Shares but will never exceed the Maximum Equalisation Credit. In the event of a decline as at any Valuation Day in the Net Asset Value per Share of those Shares, the Equalisation Credit will also be reduced by an amount equal to 20% of the difference between the Net Asset Value per Share (before accrual for the performance fee) at the date of issue and as at that Valuation Day. Any subsequent appreciation in the Net Asset Value per Share will result in the recapture of any reduction in the Equalisation Credit but only to the extent of the previously reduced Equalisation Credit up to the Maximum Equalisation Credit.

At the end of each Calculation Period, if the Net Asset Value per Share (before accrual for the performance fee) exceeds the prior Peak Net Asset Value per Share, that portion of the Equalisation Credit equal to 20% of the excess, multiplied by the number of Shares subscribed for by the Shareholder, will be applied to subscribe for additional Shares for the Shareholder. Additional Shares will continue to be so subscribed for at the end of each Calculation Period until the Equalisation Credit, as it may have appreciated or depreciated in the Fund after the original subscription for Shares was made, has been fully applied.

If the Shareholder redeems its Shares before the Equalisation Credit (as adjusted for depreciation and appreciation as described above) has been fully applied, the Shareholder will receive additional redemption proceeds equal to the Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Shares being redeemed and the denominator of which is the number of Shares held by the Shareholder immediately prior to the redemption in respect of which an Equalisation Credit was paid on subscription.

Performance Fee in respect of the GBP A Shares

The Investment Manager is also entitled to receive a performance fee in respect of the GBP A Shares if the Fund meets certain performance objectives, as set out below.

The first calculation period for the performance fee shall begin following the end of the initial offer period for the Shares and finish on 31 December of that calendar year (the "**Initial Calculation Period**"). Thereafter, the performance fee in respect of each Share will be calculated in respect of each calendar year (each a "**Subsequent Calculation Period**") (the Initial Calculation Period and each Subsequent Calculation Period are each a "**Calculation Period**"). The performance fee will be deemed to accrue on a daily basis as at each Valuation Day.

The "High Watermark" is the value in pounds sterling for GBP A Shares on the last Valuation Day of each calculation period which the Net Asset Value per GBP A Share on the same day must exceed in order for a performance fee to be paid.

The initial offer price of the GBP A Shares will be the initial High Watermark for the calculation of the relevant performance fee to which the provisions below will apply.

The High Watermark will be an amount equal to the Net Asset Value per GBP A Share on the last Valuation Day of the latest Calculation Period in respect of which a performance fee was paid, or if no performance fee has previously been paid in respect of the GBP A Shares, the High Watermark will be the initial offer price for the GBP A Shares.

If the Net Asset Value per GBP A Share (which, for these purposes, will be calculated before deducting the amount of any accrued liability for a performance fee, provided such calculation method is in the best interests of Shareholders) at the end of a Calculation Period exceeds the High Watermark, a performance fee is payable.

If the Net Asset Value per GBP A Share at the end of a Calculation Period is lower than the High Watermark, no performance fee is payable.

When a performance fee is payable, it is calculated in the following way:

the Net Asset Value per GBP A Share (which, for these purposes, will be calculated before deducting the amount of any accrued liability for a performance fee, provided such calculation method is in the best interests of Shareholders) *less* the High Watermark
multiplied by
20%
multiplied by
the average of the number of GBP A Shares in issue on each Dealing Day during the relevant Calculation Period.

The performance fee will accrue and be taken into account in the calculation of the Net Asset Value per GBP A Share on each Valuation Day. If a Shareholder redeems GBP A Shares prior to the end of a Calculation Period any accrued performance fee in respect of such GBP A Shares will remain in the Fund to the benefit of remaining Shareholders if a performance fee is not payable in respect of that Calculation Period.

The performance fee will normally be payable to the Investment Manager in arrears within 14 calendar days of the end of each Calculation Period.

Worked Examples of Performance Fees

<u>GBP A Shares</u>

Example 1:

High Watermark:	The Value of GBP A Shares on the last Dealing Day of the calendar year which the NAV per A Share must exceed in order for a performance fee to be paid. If no performance fee had previously been paid the High Watermark for that share class will be the initial offer price for the GBP A shares.
Performance Fee:	20%
Scenario:	NAV increases during the initial performance period. The scenario assumes no subscription/redemption activities for the period.
Result:	Performance fee is paid during the performance period.
Detail:	In this example: • An investor purchase 1000 Shares at an opening NAV per share of 100p at the beginning of the initial performance period (at which point the Share class NAV becomes £1000); • In the performance period the closing GAV per share increases to 100p (so the Fund has risen 10%) In this situation, a performance fee is payable on the 10% absolute performance of the Fund (20% of (110p – 100p) x weighted average shares). £0.02 of performance fee per weighted average share is crystallised. The Fund's closing NAV is £1,080 and the NAV per share is 108p.

Example 2:

High Watermark: The Value of GBP A Shares on the last Dealing Day of the calendar year which the NAV per A Share must exceed in order for a performance fee to be paid. If no performance fee had previously been paid the High Watermark for that share class will be the initial offer price for the GBP A Shares.

Performance Fee: 20%

Scenario: NAV decreases below the NAV on the last Dealing Day of the prior year. The scenario assumes no subscription/redemption activities for the period.

Result: Performance fee is not paid during the performance period.

Detail: In this example:

- An investor purchases 1000 Shares at an opening NAV per share of 100p at the beginning if the new calendar year (at which point the Share Class NAV becomes £1,000);
- In the performance period the closing GAV per share decreases to 95p (so the Fund was dropped 5%)

In this situation, a performance fee is not payable because the NAV of the Fund is below the High Watermark.

<u>All other Share Classes</u>

Example 1:
Positive Performance

Performance Fee: 20%

Scenario: NAV increases by 10% during the performance period.

Result: Performance fee is paid during the performance period.

Detail: In this example:

- An investor purchases shares at a launch NAV of 100.
- At the end of the performance period the GAV per share increases to 110.

In this situation, a performance fee is payable on the 10% absolute return of the fund (20% of 110-100) x actual number of shares purchased by the individual shareholder. £2 per share is crystallised and the closing NAV per share is 108.

Example 2:
Positive Performance when Investor subscribes when NAV is under High Watermark (“HWM”)

Performance Fee: 20%

Scenario: Investor invests when NAV is 100 and HWM is 120. At the end of the performance period the closing GAV is 140 and the closing NAV is 136.

Result: Performance fee is paid during the performance period on the performance from the HWM of 120 to the closing GAV of 140 and a contingent redemption is processed to ensure the investor is charged with respect to performance from the subscription price of 100 to the HWM of 120 and to ensure there is only one NAV for each investor in the class.

Detail: In this example:

- An investor purchases 1000 shares at a NAV of 100 when the HWM is 120.
- At the end of the performance period the GAV per share is 140 and the NAV is 136.

In this situation, a 20% performance fee is payable on the performance from the HWM of 120 to the closing GAV of 140. £4 per share is crystallised. In addition to this a contingent redemption is paid to account for the increase from the purchase NAV of 100 to the HWM of 120. This is calculated as follows: ((120-100) *1000* 20%)/136, which equals 29.41. This is the number of shares that the holders account is adjusted by leaving the holder with 970.59 shares. That results in a NAV per share of 136 and a NAV of £132,000.

Example 3:
Positive Performance when Investor subscribes when NAV is above HWM

Performance Fee: 20%

Scenario: Investor invests when GAV is 130 and HWM is 120. At the end of the performance period the closing GAV is 140 and the closing NAV is 136.

Result: Performance fee is charged during the performance period on the performance from the subscription price of 130 to the closing GAV of 140 and an equalisation credit is processed to ensure the investor does not pay a performance fee on the gains from the HWM of 120 to their subscription price of 130.

Detail: In this example:

- An investor purchases 1000 shares at a GAV of 130, NAV of 128, when the HWM is 120.
- At the end of the performance period the GAV per share is 140 and the NAV is 136.

In this situation the investor is given an equalisation credit, calculated as (GAV – NAV) x number of shares which is (130 – 128) x 1000 = £2000. At this stage the investor holds shares worth £128,000 and has an equalisation credit of £2000. This equalisation credit is held by the Fund until the next crystallisation date. At the end of the performance period the investor is charged £4 per share performance fee on the increase in value from the HWM of 120 to the closing GAV of 140 but the equalisation credit is returned to the investor in the form of new shares to compensate for the fact that the investor subscribed at a level above the HWM. The number of shares given to the investor is calculated as the equalisation credit/NAV, so £2000/£136, which in this example is 14.71 shares, leaving the investor with 1014.71 shares and a NAV of £138,000.

General provisions relating to Performance Fees paid in respect of the Shares
The Investment Manager may from time to time and at its sole discretion and out of its own resources decide to rebate to intermediaries and/or Shareholders part or all of the investment management fee and/or performance fee. Any such rebates may be applied in paying up additional Shares to be issued to the Shareholder, or may (at the discretion of the Investment Manager) be paid in cash.

In respect of the Shares, if the Investment Management Agreement is terminated during a Calculation Period, the Performance Fee in respect of the then current Calculation Period will be calculated and paid as though the date of termination were the end of the relevant Calculation Period.

The Depositary shall verify the calculation of the performance fee, which is not open to the possibility of manipulation.

The performance fee will accrue daily and be paid to the Investment Manager within 14 days of the end of the relevant calendar year.

The performance fee is based on net realised and net unrealised gains and losses at the end of each calculation period and as a result, incentive fees may be paid on unrealised gains which may subsequently never be realised.

Establishment Expenses

The fees and expenses incurred in the connection with the creation of the Fund, the preparation and publication of this Supplement and all legal costs and out-of-pocket expenses did not exceed €12,500. Such expenses will be amortised on a straight-line basis over the first 60 months of operations of the Fund or such shorter period as the Directors may determine.