

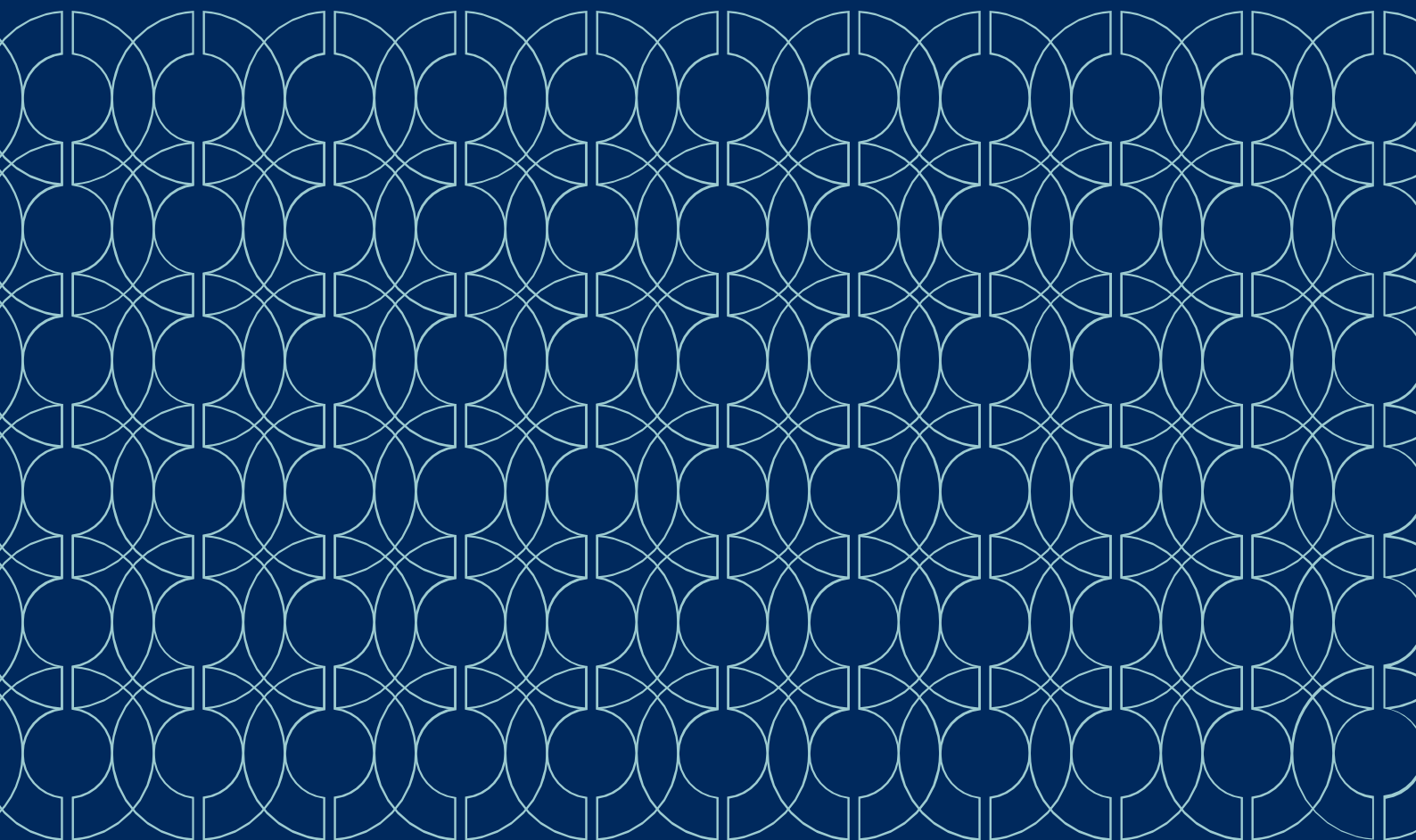
**Schroders**

**Schroder Investment  
Fund**

**Prospectus**

August 2019

**Luxembourg**



(a Luxembourg domiciled mutual investment fund)



Schroder Investment Fund  
(a Luxembourg domiciled mutual investment fund)

# Prospectus

August 2019



# Important Information

## Schroder Investment Fund

The Fund's Units are restricted to Eligible Investors (as defined in this Prospectus).

Prospectus relating to the offering and issue of Units in Schroder Investment Fund, a mutual investment umbrella fund organised under the laws of the Grand Duchy of Luxembourg as a Specialised Investment Fund

The Units referred to in this Prospectus are offered solely on the basis of the information contained herein and in the reports referred to in this Prospectus. In connection with the offer hereby made, no person is authorised to give any information or to make any representations other than those contained in this Prospectus and the documents referred to herein, and any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information contained in this Prospectus shall be solely at the risk of the purchaser.

For the purposes of the General Data Protection Regulation 2016/679 ("GDPR"), the data controllers in relation to any personal data you supply are the Fund and the Management Company.

In order to comply with the obligations and responsibilities under the GDPR, the Fund and the Management Company are required by law to make available to you a privacy policy which details how Schroders collect, use, disclose, transfer, and store your information. Please find a copy of the privacy policy at [www.schroders.com/en/privacy-policy](http://www.schroders.com/en/privacy-policy). You hereby acknowledge that you have read and understood the contents of the privacy policy.

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# Definitions

## 2007 Law

the law of 13 February 2007 relating to specialised investment funds, as amended

## 2013 Law

the law of 12 July 2013 on alternative investment fund managers

## Accumulation Unit

a Unit which accumulates the income arising in respect of a Unit so that it is reflected in the price of that Unit

## AIFM

Schroder Investment Management (Europe) S.A. when acting as alternative investment fund manager of the Fund

## AIFMD

Directive 2011/61/EU on alternative investment fund managers

## AIFM Regulation

the European Commission Delegated Regulation 231/2013 of 19 December 2012

## AIFM Rules

the AIFMD, the AIFM Regulation, the 2013 Law as well as any European or Luxembourg regulatory guidelines as may be issued in relation thereof

## Business Day

unless otherwise provided in the Sub-Fund's details in Appendix III, a Business Day is a week day other than New Year's Day, Good Friday, Easter Monday, Christmas Eve, Christmas Day and the day following Christmas Day

## Class

a class of Unit with a specific fee structure

## Closed Ended Sub-Fund

means a Sub-Fund for which redemption of Units is not permitted or limited in accordance with the relevant Closed Ended Sub-Fund's details disclosed in Appendix III.

## Closing

in respect of a Closed Ended Sub-Fund, the date (or dates) determined by the Management Company on or prior to which duly executed Commitment Agreements in relation to the issuances of Units pursuant to the Prospectus and the Management Regulations have to be received by the Management Company

## Closing Date

means the date on which Unitholders are admitted to a closed ended Sub-Fund and are entered in the register of subscriptions held by the Management Company

## Commitment

means, with respect to any Unitholder in a Closed Ended Sub-Fund, the amount of Capital committed by such Unitholder to invest in such a Closed Ended Sub-Fund as set forth in the Commitment Agreement of such Unitholder

## Commitment Agreement

in relation to each Closed Ended Sub-Fund, means the commitment agreement entered into by each investor for Units, in such form as the Management Company may prescribe from time to time

## Committed Capital

in respect of the Units of a Closed-Ended Sub-Fund, the equity contributions that investors make or undertake to make in that Sub-Fund pursuant to a Commitment Agreement

## Commitment Period

the period disclosed in Appendix III for a Closed Ended Sub-Fund and during which the Management Company may decide to call part or all of the Committed Capital from investors in that Closed Ended Sub-Fund

## CSSF

Commission de Surveillance du Secteur Financier (Luxembourg Financial Sector Supervisory Authority)

## Dealing Cut-Off Time

the time by which dealing instructions must be received by the Transfer Agent in order to be executed on a Dealing Day as specified in Appendix III

## Dealing Day

a Business Day by reference to which the Net Asset Value per Unit of the relevant Sub-Fund is calculated, as specified in Appendix III and/or such other day or days as the Management Company may decide from time to time and which does not fall within a period of suspension of this calculation

## Defaulting Investor

means an investor in a Closed Ended Sub-Fund who has failed to comply with a Drawdown in respect of its Undrawn Commitment and who has been declared to be a Defaulting Investor by the Management Company

## Depository

J.P. Morgan Bank Luxembourg S.A. acting as depository

## Directors of the Management Company

the board of directors of the Management Company

## Distribution

payment of gross income or dividends

## Distribution Unit

a Unit which distributes its income

## Distribution Period

the period from one date on which gross income or dividends are paid by the Fund to the next. This may be annual or shorter where gross income or dividends are paid more regularly

## Distributor

an entity duly appointed from time to time by the Management Company to distribute or arrange for the distribution of Units

## Dividend

a distribution of some or all dividends, interest income, capital and other profits earned by the Fund

## Drawdown

in relation to a Closed Ended Sub-Fund, means a request by the Management Company to a Unitholder for the payment of a specific amount of its Undrawn Commitment

## Drawdown Notice

means, unless otherwise provided in the Closed Ended Sub-Fund's details in Appendix III, each written notice sent by the Management Company to a Unitholder in a Closed Ended Sub-Fund requesting such Unitholder to pay part or all of its Commitment to the Management Company upon not less than 10 Business Days' notice

## Eligible Investor

a well-informed investor within the meaning of the 2007 Law

## Eligible State

includes any member state of the European Union ("EU"), any member state of the Organisation for Economic Co-operation and Development ("OECD"), and any other state which the Management Company deems appropriate

## EUR

the European currency unit (also referred to as the Euro)

## Final Closing

the last date on which a Closing occurs, as determined by the Management Company, and after which no further new subscription for Units in a Closed Ended Sub-Fund shall be accepted

## First Closing

the initial Closing, as determined by the Management Company

## Fund

Schroder Investment Fund

## Fund Administrator

J.P. Morgan Bank Luxembourg S.A. acting as fund administrator

## GBP

Great British Pound

## Gross Income Payment

all dividends, interest income, realised capital gains and other profits earned by the Fund to which each Unitholder is beneficially entitled, as these items of income arise in the Fund

## Illiquid Assets

means in relation to Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Diversified Completion and Schroder Investment Fund – Flexible Cat Bond, assets that take longer to redeem than the redemption notice period that applies to each Sub-Fund together with any commitments relating to such assets and in relation to any Closed Ended Sub-Fund, assets that cannot easily be sold because of a lack of ready and willing purchasers. Such illiquidity may be an inherent characteristic of the underlying asset or it may be a temporary phenomenon due to unforeseen circumstances

## Investment Manager

any investment manager appointed by the Management Company, to manage each Sub-Fund under its supervision

## Investment Period

the period designated by the Management Company and disclosed in the Closed Ended Sub-Fund's details in Appendix III during which it is anticipated that a Closed Ended Sub-Fund will invest the aggregate capital raised

## Issue Price

the price at which Units in a Closed Ended Sub-Fund are issued to investors who have subscribed for Units on or before the Closing Date

## KID

a packaged retail investment & insurance product key information document in accordance with Regulation 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products



## Liquidity Event

means in relation to Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Flexible Cat Bond and Schroder Investment Fund – Global Credit Opportunities, an announcement by the Management Company, which may be made at its absolute discretion. The circumstances under which a Liquidity Event may be declared are set out in the Sub-Fund details in Appendix III.

## Management Company

Schroder Investment Management (Europe) S.A.

## Management Regulations

the management regulations of the Fund, as may be amended from time to time

## Net Asset Value

Net Asset Value per Unit (as described below) multiplied by the number of Units

## Net Asset Value per Unit

the value per Unit of any Class of Unit determined in accordance with the relevant provisions described under the heading "Calculation of Net Asset Value" as set out in Section 2.3

## Offer Period Opening Date

means the earliest date on which subscriptions for a Closed Ended Sub-Fund will be accepted

## Open Ended Sub-Fund

means a Sub-Fund whose Units can be subscribed to or redeemed in accordance with the relevant Open Ended Sub-Fund's details disclosed in Appendix III.

## Redemption Series

Sub-Funds of the Schroder Investment Fund established to manage redemptions from Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II or Schroder Investment Fund – Diversified Completion in circumstances where the respective Sub-Fund is not sufficiently liquid to meet all of the redemption requests received by the Management Company in a specific dealing period without prejudicing non-redeeming investors

## Regulated Market

a market within the meaning of Article 4 (1) (21) of the Directive 2014/65/EC of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments or another regulated market, which operates regularly and is recognised and open to the public in an Eligible State

## Sub-Funds

a specific portfolio of assets and liabilities within the Fund having its own Net Asset Value and represented by a separate Class or Classes of Units

## Subsequent Closing

any Closing held after the First Closing and before the Final Closing

## Transfer Agent

The provider of registrar and transfer agency services, HSBC France, Luxembourg Branch

## UCITS

an "undertaking for collective investment in transferable securities" within the meaning of points a) and b) of Article 1 (2) of the UCITS Directive

## UCI

an "undertaking for collective investment"

## UCITS Directive

Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009, as amended, on the coordination of laws, regulations and administrative provisions relating to UCITS

## Unit

a Unit of no par value in any one Class in the capital of the Fund. Units are not shares but serve to determine the proportion of the underlying assets of the Fund to which each Unitholder is beneficially entitled

## Unitholder

a holder of Units. Each Unitholder is entitled to an undivided co-ownership of the assets and liabilities comprising the relevant Sub-Fund and to participate and share the gross income or dividend arising whether or not a dividend or Gross Income Payment is made by the relevant Sub-Fund

## United States

the United States of America (including the States and the District of Columbia) and any of its territories, possessions and other areas subject to its jurisdictions

## Undrawn Commitments

in relation to a Closed Ended Sub-Fund, means the amount of a Unitholder's outstanding Commitment which remains available to be drawn down by the Management Company

## USD or \$

United States Dollar

**All references herein to time are to Luxembourg Time unless otherwise indicated.**

# Administration

## Management Company

Schroder Investment Management (Europe) S.A  
5, rue Höhenhof  
1736 Senningerberg  
Grand Duchy of Luxembourg

## The Directors of the Management Company are:

### Chairman

#### Carolyn Sims

Chief Financial Officer, Wealth Management  
Schroder & Co. Limited  
London Wall Place  
London EC2Y 5AU  
United Kingdom

### Directors

#### Chris Burkhardt

Chief Operating Officer  
Schroder Investment Management (Europe) S.A.  
5, rue Höhenhof  
1736 Senningerberg  
Grand Duchy of Luxembourg

#### Vanessa Grueneklee

Head of Investment Management and Distribution Services  
Schroder Investment Management (Europe) S.A.  
5, rue Höhenhof  
1736 Senningerberg  
Grand Duchy of Luxembourg

#### John Hennessey

Chief Operating Officer, Distribution  
Schroder Investment Management Limited  
London Wall Place  
London EC2Y 5AU  
United Kingdom

#### Patrick Stampfli

Chief Executive Officer  
Schroder Investment Management (Europe) S.A.  
5, rue Höhenhof  
1736 Senningerberg  
Grand Duchy of Luxembourg

## Investment Managers

Schroder Investment Management (Switzerland) AG  
Central 2  
CH-8021 Zürich  
Switzerland

Schroder Investment Management Limited  
London Wall Place  
London EC2Y 5AU  
United Kingdom

Schroder Investment Management (Hong Kong) Limited  
Level 33, Two Pacific Place  
88 Queensway  
Hong Kong

## Depository and Fund Administrator

J.P. Morgan Bank Luxembourg S.A.  
European Bank & Business Centre  
6, route de Trèves  
2633 Senningerberg  
Grand Duchy of Luxembourg

## Auditor of the Fund

PricewaterhouseCoopers *société coopérative*  
2, rue Gerhard Mercator  
2182 Luxembourg  
Grand Duchy of Luxembourg

## Principal Legal Advisers

Elvinger Hoss Prussen, *société anonyme*  
2, Place Winston Churchill  
1340 Luxembourg  
Grand Duchy of Luxembourg

## Principal Paying Agent

HSBC France, Luxembourg Branch  
16, boulevard d'Avranches  
1160 Luxembourg  
Grand Duchy of Luxembourg

## Transfer Agent

HSBC France, Luxembourg Branch  
16, boulevard d'Avranches  
1160 Luxembourg  
Grand Duchy of Luxembourg

# Section 1

## 1. The Fund

### 1.1. Structure

The "Fund" organised in and under the laws of the Grand Duchy of Luxembourg as a mutual investment umbrella fund (fonds commun de placement à compartiments multiples) is an unincorporated co-proprietorship of securities and other assets, managed in the interest of its Unitholders by Schroder Investment Management (Europe) S.A, hereinafter referred to as the "Management Company", a company incorporated under the laws of Luxembourg and having its registered office in Luxembourg. The assets of the Fund are segregated from those of the Management Company.

The Fund qualifies as a UCI regulated by the 2007 Law and as alternative investment fund within the meaning of article 1 (39) of the 2013 Law.

The Fund is structured as an "umbrella fund" in accordance with article 71 of the 2007 Law with the possibility to create multiple Sub-Funds. The issue proceeds in relation to each Sub-Fund will be separately invested pursuant to investment policies determined by the Directors of the Management Company for each Sub-Fund. The Fund may further issue several Classes of Units in each Sub-Fund.

All references to a Sub-Fund, shall, where the context requires, include any Class(es) which such Sub-Fund comprises. Where only one Class has been issued within a Sub-Fund, references to a Class shall be to the Sub-Fund and vice-versa. The characteristics of additional Classes to be created in the future will be disclosed in the relevant Appendix.

This Prospectus will be further updated to refer to the creation of any additional Sub-Fund or Class.

The Fund is an unincorporated contractual co-ownership scheme and is treated as fiscally transparent under Luxembourg law. Neither the Fund nor any of the Sub-Funds have a separate legal personality although they are considered separately for accounting purposes. Prospective investors should satisfy themselves that they are permitted to invest in a Sub-Fund prior to investing and, to the extent that they are unsure, should obtain professional advice.

The Fund is managed by the Management Company in accordance with Management Regulations effective on 11 December 2007, as subsequently amended (the "Management Regulations") and deposited with the Registre de Commerce et des Sociétés in Luxembourg, where they may be inspected and copies obtained. Notices of the deposit with the Registre de Commerce et des Sociétés in Luxembourg of the consolidated Management Regulations were last published in the *Recueil Electronique des Sociétés et Associations* ("RESA") on 24 August 2017.

The Fund has been established for an undetermined period. The Fund may be dissolved at any time by agreement between the Management Company and the Depositary (as hereinafter defined). The Fund will be dissolved if required under Luxembourg law. Any notice of dissolution will be published in the RESA and in at least one Luxembourg newspaper. Furthermore the Management Company may resolve to make such publications in one or more foreign newspapers, if it deems it to be in the best interest of investors in the Fund. In the event of dissolution, the

Management Company will realise the assets of the Fund in the best interests of the Unitholders and the Management Company will distribute the net proceeds of liquidation (after deducting all liquidation expenses) among the Unitholders in proportion to their rights. As provided by Luxembourg law, the proceeds of liquidation corresponding to Units not surrendered for repayment will be kept in safe custody with the Luxembourg Caisse de Consignation until the prescription period has elapsed, which is normally 30 years from the date that they are placed there. Proceeds not claimed after the end of the prescription period shall be forfeited and the amounts shall be paid to the benefit of the Luxembourg state. As soon as the circumstance leading to the state of liquidation of the Fund arises, issue of Units is prohibited on penalty of nullity. Repurchase of Units is allowed as far as equal treatment between Unitholders is ensured.

The liquidation of the Fund or a Sub-Fund may not be requested by a Unitholder or by his heir or beneficiary.

### The Sub-Funds

The Management Company may, from time to time, create new Sub-Funds by adding to Appendix III of this Prospectus.

The Sub-Funds may be established for a determined or undetermined period.

The ownership of a Unit in a Sub-Fund affords the Unitholder the opportunity of having his investment spread over the whole range of assets held by such Sub-Fund. All Units in one Class of a Sub-Fund have equal rights as to repurchase proceeds in a liquidation. The Management Regulations do not provide for meetings of Unitholders.

By agreement between the Management Company and the Depositary:

- (A) a Sub-Fund may be liquidated at any time and Unitholders of that Sub-Fund will be allocated the net sales proceeds of the assets of the Sub-Fund; or
- (B) a Sub-Fund may be liquidated at any time and the proceeds may be used to subscribe to the same Class of Units of another Sub-Fund; or
- (C) a Sub-Fund may be liquidated at any time and the proceeds may be used to subscribe to units and/or shares of one or several other sub-funds of another UCI or UCITS.

A liquidation and contribution as contemplated above can only be made:

- (A) if and when the net assets of all Units in a Sub-Fund are less than EUR 20,000,000 or its equivalent; or
- (B) or if any economic or political situation would constitute a compelling reason therefor, or for the purpose of rationalising Schroders' fund range;
- (C) or if required in the interest of the Unitholders of the relevant Sub-Fund, the Directors of the Management Company may decide to redeem all the Units of that Sub-Fund.

In any such event Unitholders will be notified in accordance with Luxembourg law at least one calendar month prior to compulsory redemption. In case of liquidation, as described under (i) above, Unitholders will be paid the Net Asset Value of the Units of the relevant Class held as at the redemption date.

The Management Company may decide to allocate the assets of any Sub-Fund to another undertaking for collective investment or to another sub-fund within another UCI or UCITS (such other UCI/UCITS or sub-fund thereof being the "new Fund") following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Unitholders. Unitholders will be notified in accordance with Luxembourg law and given the opportunity to redeem their units, free of charge, prior to any such amalgamation taking place.

## 1.2. Investment Objectives and Policies

The name and investment objective and policy of each Sub-Fund are set out in Appendix III and, in relation to the Redemption Series, Appendix IV.

### Changes to the Investment Objective and Policy

Any material change to the investment objective and/or the investment policy of a Sub-Fund decided by the Management Company shall be reflected into the Prospectus after receipt of the relevant approval of such material change from the CSSF and shall be subject to compliance with the requirements below.

#### Open Ended Sub-Funds

Any material change to the investment objective and/or the investment policy of an Open Ended Sub-Fund will be notified to the relevant Unitholders one month before this material change becomes effective, thus enabling the relevant Unitholders, prior to the effective date to redeem their Units free of applicable redemption charge (rather than accepting the material change) if they so elect. Any material change may enter into force at an earlier date if all Unitholders waive their right to the one-month prior notice.

#### Closed Ended Sub-Funds

For Closed Ended Sub-Funds, the Management Company is entitled to make any changes to the Prospectus which do not have a negative material impact on the interests of Unitholders ("Non-Material Changes") at its entire discretion without requesting the consent of the Unitholders concerned.

The Management Company may make further material changes to the Prospectus with the prior written consent of Unitholders holding in aggregate 66% of the Committed Capital of the relevant Closed-Ended Sub-Fund. Any change approved by the aforementioned majority will be binding on all Unitholders of the relevant Closed Ended Sub-Fund.

The following amendments will be deemed to be material changes: (i) significant changes to the investment objective, investment policy and investment restrictions applicable to a Closed-Ended Sub-Fund (other than the general information which is disclosed for the purpose of compliance with applicable regulations, for example specific information which is described in the investment policy for the purpose of compliance with the Regulation 2015/2365 of 25 November 2015 on transparency of securities financing transactions and of reuse or the leverage ratio), (ii) material increase of fees paid to services providers (including the AIFM and the Investment Manager), (iii) appointment of a new Investment Manager which would not belong to Schrodgers Group, (iv)

change to the duration of the Closed-Ended Sub-Funds (other than the application of the extension period which is at the discretion of the Management Company as provided in the relevant Sub-Fund's details in Appendix III), (v) changes to the dividend distribution policy applicable at the level of a Closed-Ended Sub-Fund or a particular Class, (vi) decrease of the level of consent of Unitholders required to make such amendments as well as (vii) changes to any other clause or provision which adversely affects Unitholders individually and as a group in a material respect.

For the purpose of this section, the following amendments (which list is not exhaustive) will be deemed to be Non-Material Changes: (i) any amendment that is necessary or desirable to resolve any ambiguity or to correct or supplement any provision of this Prospectus that would otherwise be inconsistent with the provisions of the Management Regulations or to correct any printing, stenographic or clerical error or omission, provided such correction does not adversely affect any Unitholder, (ii) any amendment that is necessary or desirable to satisfy any application requirements, conditions or guidelines contained in any opinion, directive, order, statute, rule or regulation of any governmental entity or of the CSSF or to comply with fiscal or other statutory or official requirements affecting the Fund, provided that such amendment is made in a manner which minimises any adverse effect on Unitholders, (iii) any amendment required by the CSSF in the course of the approval process of any amendment to this Prospectus, (iv) any update of factual information (such as but not limited to the name of the directors of the Management Company and of its conducting officers or any update made to the Prospectus following a change of the Management Regulations) and (v) any amendments to elements/ information/features which are described in the Prospectus as being at the discretion of the Management Company.

## 1.3. Classes of Units

The Management Company may decide to create within each Sub-Fund different Classes of Units whose assets will be commonly invested pursuant to the specific investment policy of the relevant Sub-Fund. A specific fee structure, currency of denomination or other specific feature may apply to each Class. A separate Net Asset Value per Unit, which may differ as a consequence of these variable factors, will be calculated for each Class.

Units are generally issued as Accumulation Units. Distribution Units will only be issued within a Sub-Fund at the Management Company's discretion. Investors may enquire at the Management Company or any Distributor appointed by the Management Company whether any Distribution Units are available within each Class and Sub-Fund.

Investors are informed that not all Distributors offer all Classes of Units.

## Minimum Investments and Associated Sales Charges

### Sales Charges

The Management Company and Distributors are entitled to sales charges, which can be partly or fully waived at the discretion of the Management Company or of the relevant Distributor. The sales charges attributed to each Class of Unit are specified in Appendix III.

## Minimum Investments

The minimum initial subscription additional subscription and holding amounts for each Class of Unit are set out in Appendix III. These minima on each Class of Unit may be waived at the Management Company's discretion from time to time

## Specific Features of A Units

A Units are available to all Eligible Investors.

## Specific Features C Units

C Units are available to Eligible Investors including pension funds, sovereign wealth funds and official institutions. C Units are also available to mutual funds and such distributors which according to regulatory requirements, or based on individual fee arrangements with their clients, are not allowed to accept and keep trail commissions.

## Specific Features BI and CI Units

BI and CI Units are available to institutional clients such as pension funds, sovereign wealth funds and official institutions.

The Fund will not issue, or effect any switching of BI or CI Units to any Investor who may not be considered an institutional investor, as may be defined from time to time by the guidelines or recommendations issued by the CSSF.

## Specific features of E Units

E Units will only be available with prior agreement of the Management Company. The E Units will only be available until the total Net Asset Value of all available E Unit Classes within a Sub-Fund reaches or is greater than EUR 50,000,000 or GBP 50,000,000 or an equivalent amount in another currency, or any other amount as specifically determined by the Management Company.

Once the total Net Asset Value of Unit Classes available in a Sub-Fund, ordinarily, reaches or is greater than EUR 50,000,000 or GBP 50,000,000 or an equivalent amount in another currency or any other amount as specifically determined by the Management Company, the E Unit Classes in that Sub-Fund will be closed to investors for subscriptions.

## Specific Features of F Units

F Units will only be available, with the prior agreement of the Management Company, to institutional investors, as may be defined from time to time by the guidelines or recommendations issued by the CSSF.

The minimum initial subscription amount, the minimum additional subscription amount and the minimum holding amount for F Units, as specified in Appendix III, may be waived at the Management Company's discretion from time to time. The amounts are stated in the relevant currency although near equivalent amounts in any other freely convertible currency are acceptable.

The Management Company will not issue, or effect any switching of, F Units to any investor who is not considered an institutional investor. The Management Company may, at its discretion, delay the acceptance of any subscription for F Units restricted to institutional investors until such date as the Transfer Agent has received sufficient evidence on the qualification of the relevant investor as an institutional investor. If it appears at any time that a holder of F Units is not an institutional investor, the Management Company will instruct the Transfer Agent to propose that the said holder

convert their Units into a Unit Class within the relevant Fund which is not restricted to institutional investors (provided that there exists such a Unit Class with similar characteristics). In the event that the Unitholder refuses such switching or an alternative Unit Class which is not restricted to institutional investors is not available, the Management Company will, at its discretion, instruct the Transfer Agent to redeem the relevant Units in accordance with the provisions under section 2.2 "Redemption and Switching of Units".

## Specific Features of IF Units

IF Units will only be available, with the prior agreement of the Management Company, to institutional investors, as may be defined from time to time by the guidelines or recommendations issued by the CSSF.

The minimum initial subscription or commitment amount, the minimum additional subscription or commitment amount and the minimum holding amount for IF Units, as specified in Appendix III, may be waived at the Management Company's discretion from time to time. The amounts are stated in the relevant currency although near equivalent amounts in any other freely convertible currency are acceptable.

The Management Company will not issue, or effect any switching of, IF Units to any investor who is not considered an institutional investor. The Management Company may, at its discretion, delay the acceptance of any subscription for IF Units restricted to institutional investors until such date as the Transfer Agent has received sufficient evidence on the qualification of the relevant investor as an institutional investor. If it appears at any time that a holder of IF Units is not an institutional investor, the Management Company will instruct the Transfer Agent to propose that the said holder convert their Units into a Unit Class within the relevant Fund which is not restricted to institutional investors (provided that there exists such a Unit Class with similar characteristics). In the event that the Unitholder refuses such switching or an alternative Unit Class which is not restricted to institutional investors is not available, the Management Company will, at its discretion, instruct the Transfer Agent to redeem the relevant Units in accordance with the provisions under section 2.2 "Redemption and Switching of Units".

## Specific features of I, K and M Units

I, K and M Units will only be offered to investors:

- (A) who, at the time the relevant subscription order is received, are clients of Schroders with an agreement covering the charging structure relevant to the clients' investments in such Units, and
- (B) who are institutional investors, as may be defined from time to time by the guidelines or recommendations issued by the Luxembourg supervisory authority.

## Specific features of P Units

P Units will only be offered to investors who, at the time the relevant subscription order is received, are clients of Schroders with an agreement covering the charging structure relevant to the clients' investments in such Units.

P Units are reserved for (i) institutions for occupational retirement provision or similar investment vehicles set up on one or several employers' initiative for the benefit of their employees and (ii) companies of one or several employers investing the funds they own in order to provide their employees with retirement benefits.



As I and P Units are, inter alia, designed to accommodate an alternative charging structure whereby the investor is a client of Schroders and is charged management fees directly by Schroders, no management fees will be payable in respect of I and P Units out of the net assets of the relevant Sub-Fund. I and P Units will bear their pro-rata share of the fees payable to the Depositary and the Management Company, as well as of other charges and expenses.

A list of all Sub-Funds and Unit Classes may be obtained, free of charge and upon request, from the registered office of the Management Company.

### Specific features of X Units

X Units will only be available, with the prior agreement of the Management Company, to institutional investors, as may be defined from time to time by the guidelines or recommendations issued by the CSSF.

The minimum initial subscription amount, the minimum additional subscription amount and the minimum holding amount for X Units, as specified in Appendix III, may be waived at the Management Company's discretion from time to time. The amounts are stated in the relevant currency although near equivalent amounts in any other freely convertible currency are acceptable.

No initial charge or distribution charge will be payable by an investor on the acquisition of X Units of any Sub-Fund. The management fee for X Units will be specified in Appendix III.

### General

The Fund will not issue Units of a Class reserved for institutional investors, as stated above, to any investor who is not considered an institutional investor. The Management Company may, at its discretion, delay the acceptance of any subscription for such Units until such date as the Management Company has received sufficient evidence on the qualification of the relevant investor as an institutional investor.

If it appears at any time that a holder of Units of a Class reserved to institutional investors is not an institutional investor, the Management Company will propose that the said holder convert its Units into a Unit Class within the relevant Sub-Fund which is not restricted to institutional investors (provided that there exists such a Unit Class with similar characteristics, but not necessarily in terms of the fees and expenses payable by such Unit Class). In the event that the Unitholder refuses such switching, the Management Company will, at its discretion, in case of Open Ended Sub-Fund, redeem the relevant Units in accordance with the provisions under "Redemption and Switching of Units".

### Currency Hedging

Unit Classes, where available, may also be offered in other currencies (the "Reference Currency"). Where offered in a currency other than the base currency of the Sub-Fund (the "Sub-Fund Currency"), a Unit Class will be designated as such.

In respect of such additional Unit Classes, the Management Company has the ability to hedge the Units of such Unit Classes in relation to the Sub-Fund Currency. Where hedging of this kind is undertaken, the Management Company may engage, for the exclusive account of such Unit Class, in currency forward, currency futures, currency option transactions and currency swaps in order to preserve the value of the Reference Currency against the Sub-Fund Currency.

The performance of hedged unit classes aims to be similar to the performance of equivalent Unit Classes in Sub-Fund Currency. There is no assurance however that the hedging strategies employed will be effective in delivering performance differentials that are reflective only of interest rate differences adjusted for fees.

Where undertaken, the effects of this hedging will be reflected in the Net Asset Value per Unit and, therefore, in the performance of such additional Unit Class. Similarly, any expenses arising from such hedging transactions will be borne by the Unit Class in relation to which they have been incurred. Collateral received in connection with currency hedging transactions (and in particular currency forward transactions) on behalf of currency hedged Unit Classes, may be reinvested, in compliance with the applicable investment policy and restrictions of the Sub-Funds.

It should be noted that these hedging transactions may be entered into whether the Reference Currency is declining or increasing in value relative to the relevant Sub-Fund Currency and so, where such hedging is undertaken it may substantially protect investors in the relevant Unit Class against a decrease in the value of the Sub-Fund Currency relative to the Reference Currency, but it may also preclude investors from benefiting from an increase in the value of the Sub-Fund Currency relative to the Reference Currency.

In addition the Investment Manager may hedge the Reference Currency against the currencies in which the underlying assets of the Sub-Fund are denominated, using the instruments mentioned above.

There can be no assurance that the currency hedging employed will fully eliminate the currency exposure to the Sub-Fund Currency.

The Management Company will delegate some or all of its currency and hedging policy related activities described in this Prospectus to HSBC Bank Plc as its FX overlay services provider.

The details of each Sub-Fund are listed in Appendix III.

# Section 2

## 2. Unit Dealing

### 2.1. Subscription for Units and Commitments

#### 2.1.1. Open Ended Sub-Funds

##### How to subscribe

**Each investor will be given a personal account number which, along with any relevant transaction number should be quoted on any payment by bank transfer. Any relevant transaction number and the personal account number should be used in all correspondence with the Management Company or any Distributor.**

**Different subscription procedures may apply if applications for Units are made through Distributors.**

**All subscription applications shall be dealt with on an unknown Net Asset Value basis before the determination of the Net Asset Value per Unit for that Dealing Day.**

Investors subscribing for Units for the first time should complete an application form and send it with applicable identification documents by post to the Transfer Agent. Application forms may be accepted by facsimile transmission or other means approved by the Transfer Agent, provided that the original is immediately forwarded by post. If completed application forms are received by the Transfer Agent before the Dealing Cut-Off Time as specified in Appendix III, or such other time at the Management Company's discretion, Units will normally be issued at the relevant Net Asset Value per Unit on the next Dealing Day, as defined below under "Calculation of Net Asset Value", (plus any applicable charges).

Instructions to subscribe into the Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Flexible Cat Bond and Schroder Investment Fund – Global Credit Opportunities must be expressed in terms of a monetary value and in the Sub-Fund currency rather than the number of Units the Unitholder wishes to purchase.

Direct subscription into the Redemption Series is not permitted. Redemption Series Units will only be issued to investors in exchange for Units from the Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II or the Schroder Investment Fund – Diversified Completion, as appropriate, as described below in 2.2. "Redemption and Switching of Units".

For completed application forms received after the Dealing Cut-Off Time, Units will normally be issued at the relevant Net Asset Value per Unit on the immediately following Dealing Day (plus any applicable charges).

Subscriptions are irrevocable. Subscription monies can be used by the relevant Sub-Fund from the date of settlement of cleared funds irrespective of the date on which Units in that Sub-Fund are issued.

The Management Company may permit, if it deems it appropriate, different Dealing Cut-Off Times to be determined in justified circumstances, such as distribution to investors in jurisdictions with a different time zone. Such different Dealing Cut-Off Times may either be specifically

agreed upon with Distributors or may be published in any supplement to the Prospectus or other marketing document used in the jurisdiction concerned. In such circumstances, the applicable Dealing Cut-Off Time applied to Unitholders must always precede the time when the applicable Net Asset Value is published.

Subsequent subscriptions do not require completion of a second application form. However, investors shall provide written instructions as agreed with the Transfer Agent to ensure smooth processing of any subsequent subscriptions. Instructions may also be made by letter, facsimile transmission, in each case duly signed, or such other means approved by the Transfer Agent.

Confirmations of transactions in Units will normally be dispatched on the Business Day following the availability of the Net Asset Value. The Net Asset Value shall be available for each Sub-Fund on such date as is set out in Appendix III. Unitholders should promptly check these confirmations to ensure that they are correct in every detail. Investors are advised to refer to the terms and conditions on the application form to inform themselves fully of the terms and conditions to which they are subscribing.

Please refer to Appendix III for more details on the Dealing Cut-Off Time and dealing frequency for each Sub-Fund.

##### How to pay

The Sub-Funds' settlement periods are stated in Appendix III. Payment should be made by electronic bank transfer net of all bank charges (i.e. at the investor's expense).

Units are normally issued once settlement in cleared funds is received. In the case of applications from approved financial intermediaries or other investors authorised by the Management Company, the issue of Units is conditional upon the receipt of settlement within a previously agreed period not exceeding the specified Settlement Period in Appendix III.

Any non-Dealing Days or non-Calculation Days for a Fund falling within the settlement period are excluded from the calculation of the settlement date. If, on the settlement date, banks are not open for business in the country of the currency of settlement, then settlement will be on the next Business Day on which those banks are open. Payment must arrive in the appropriate bank account by settlement due date, using the settlement instructions provided by the Management Company. It is the investors' responsibility to ensure that currency cut-off times with remitting banks are respected to ensure timely settlement. If timely settlement is not made, an application may lapse and be cancelled at the cost of the applicant or his/her financial intermediary. Failure to make good settlement by the settlement date may result in the Management Company bringing an action against the Defaulting Investor or his/her financial intermediary or deducting any costs or losses incurred by the Fund, Management Company or Transfer Agent against any existing holding of the applicant in the Fund. No interest will be payable on money returnable to the investor held by the Management Company or Transfer Agent pending confirmation of a transaction.

Payments in cash will not be accepted. Third party payments will only be accepted at the Management Company's discretion.

Payment should be made in the currency of the relevant Class of Units.

### Revocation of subscriptions

Instructions to subscribe, once given, are irrevocable, except in the case of a suspension or deferral of dealing. The Management Company in its absolute discretion reserves the right to instruct the Transfer Agent to reject any application in whole or in part. If an application is rejected, any subscription money received will be refunded at the cost and risk of the applicant without interest. Prospective applicants should inform themselves as to the relevant legal, tax and exchange control regulations in force in the countries of their respective citizenship, residence or domicile.

#### 2.1.2. Closed Ended Sub-Funds

In relation to Closed Ended Sub-Funds, Units will be issued in accordance with the procedure described below and in Appendix III.

### Commitments

Where specified in Appendix III, Commitments to a Closed Ended Sub-Fund may be made at one or more Closings determined by the Management Company for the relevant Sub-Fund.

Duly executed Commitment Agreements and, if Units are to be issued to a nominee, application forms must be received by the Management Company at least 15 Business Days before the relevant Closing, unless otherwise provided in Appendix III. Payment of the Issue Price for the Units subscribed at a Closing must be received by the Management Company on or before the date mentioned on the Drawdown Notice.

Unless otherwise decided by the Management Company at its absolute discretion and as further described in Appendix III, each investor applying to make a Commitment may be required to contribute a portion of its Commitment to the Fund (the "Initial Drawdown") at the Closing following the Management Company's acceptance of such applicant's Commitment Agreement. Units will be issued in accordance with the procedure described in Appendix III for the relevant Sub-Fund. The amount of the Initial Drawdown will be deducted from the Commitment to be paid by the investors in relation to one or more subsequent Drawdown Notices.

After the relevant Closing, the Management Company or a duly appointed agent shall provide each Unitholder with a written notice of each occasion on which it is required to make an advance of its Undrawn Commitment (a "Drawdown Notice"). Such notice will generally be sent at least 10 Business Days prior to the date on which such Commitment is due and payable. Units will be issued in accordance with the procedure described in Appendix III. Other requirements regarding the timing and amounts of Drawdown Notices and each Unitholder's obligation to make advances of Undrawn Commitment may apply as set out in Appendix III.

### Minimum Commitment

The minimum initial commitment, the additional commitment amounts and the holding amounts for each Class of Units are set out in Appendix III. These minima on each Class of Units may be waived at the Management Company's discretion from time to time.

### Subsequent Closings - Equalising Undrawn Commitments between Unitholders

The Management Company may, at its discretion, allow one or more Closings within a period of time after the First Closing, as and if specified in Appendix III. New investors making Commitments at a Closing (the "Subsequent Unitholders") will be subject to a Drawdown of an amount stipulated by the Management Company, as further described in Appendix III.

Where Commitments to a Sub-Fund are accepted after the First Closing, then on or after each such Subsequent Closing the Management Company shall make such draw downs as are required for that Sub-Fund from all the Subsequent Unitholders and continue to make such draw downs from all the Subsequent Unitholders, rather than any Unitholders whose Commitments have been accepted prior to the relevant Subsequent Closing (existing Unitholders), up to and until such time as the percentage of Undrawn Commitments of all Unitholders (both existing Unitholders and Subsequent Unitholders) are equalised (the Equalisation Point).

Where there is more than one Subsequent Closing, the equalisation of Subsequent Unitholders will take place giving priority to the Subsequent Unitholders who had their Commitments accepted earliest.

### Drawdown of Capital

After the First Closing, existing Unitholders and prospective new investors in a Sub-Fund may at the discretion of the Management Company be offered the opportunity to make (additional) Commitments to such Sub-Fund at a Subsequent Closing. Existing Unitholders or Subsequent Unitholders shall each be subject to a Drawdown of an amount determined by the Management Company, such amount to be applied for the subscription of Units in the relevant Sub-Fund, as further described in Appendix III.

A Subsequent Unitholder shall not participate in any proceeds arising in respect of investments that have been disposed of before the admission of such Subsequent Unitholder.

### Default on Drawdown

Because a failure by a Unitholder to meet a Drawdown may cause a Sub-Fund to default on its subscription and other obligations to its investments, the Management Company may exercise a number of remedies against a Defaulting Unitholder.

In order to ensure equal treatment of the Unitholders of the Closed Ended Sub-Funds and enable compensatory payments based on fair sharing of risk among all investors, the Management Company may charge the Defaulting Unitholder and the Defaulting Unitholder shall pay to the Management Company an amount equal to 4% per annum above the European Central Bank base rate of the unpaid amount (the "Unpaid Amount") which shall accrue daily after the due date for payment (such amount the "Late Payment Amount").

If the Unpaid Amount plus the Late Payment Amount is not paid by the Defaulting Investor to the Management Company within 10 days of being notified to do so by the Management Company, the Management Company shall have the right, at its discretion, to take one or several of the following measures:

- (A) impose damages corresponding to 10% of the Unpaid Amount;



- (B) set off any distributions to the Defaulting Unitholder until any amounts owing to the Fund have been paid in full;
- (C) compulsorily redeem all the Units of the Defaulting Unitholder upon payment to such Unitholder of an amount equal to 75% of the Net Asset Value of its holding in the Sub-Fund at the relevant time;
- (D) reduce or terminate the Defaulting Unitholder's capital Commitment;

In addition, if a Unitholder fails on two or more occasions to pay its capital calls in a timely fashion, the Management Company may require that Unitholder to fund some or all of its unfunded capital commitment in advance.

### 2.1.3. General provisions (applicable to all Sub-Funds)

#### Currency Exchange Service

As at the date of this Prospectus, the currency exchange service described below does not apply to Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Global Credit Opportunities Schroder Investment Fund – Life Insurance Securities I and Schroder Investment Fund – Life Insurance Securities II. For such Sub-Funds, payments to and from the Unitholders shall be made in the currency of the relevant Unit Class.

Payments to and from the Unitholder should normally be made in the currency of the relevant Unit Class. However, if the Unitholder selects a currency other than the currency of the relevant Unit Class for any payments to or from the Fund, this will be deemed to be a request by the Unitholder to the Management Company acting on behalf of the Fund to provide a foreign exchange service to the Unitholder in respect of such payment. Details of the charge applied to foreign exchange transactions, which is retained by the Management Company, are available upon request from the Management Company acting on behalf of the Fund. The cost of currency conversion and other related expenses will be borne by the relevant investor.

#### Price Information

The Net Asset Value per Unit of one or more Classes of Units may be published in such newspapers or other electronic services as determined from time to time by the Management Company. It may be made available on the Management Company's internet site [www.schroders.lu](http://www.schroders.lu), and is available from the registered office of the Management Company. The Management Company does not accept responsibility for any error in publication or for non-publication of the Net Asset Value per Unit.

#### Form of Units

The Management Company shall issue, for each Sub-Fund, Units in registered form only. Fractions of Units to two decimal places shall be issued.

Units will be issued in non-certificated form and a confirmation of Unitholding in the form of a contract note will be delivered instead.

All Units within each Class have equal rights and privileges, except that no distribution of dividends or gross income will be made in respect of Accumulation Units, but the net income attributable will be reflected in the increased value of the Units.

#### Nominee Arrangements

The Management Company may have agreements with certain Distributors pursuant to which they agree to act as or appoint nominees for investors subscribing for Units through their facilities. In such capacity, the Distributor may effect subscriptions, switches and redemptions of Units in the name of the nominee on behalf of individual investors and request the registration on the register of Unitholders of the Fund in nominee name. The Distributor or nominee maintains its own records and provides the investor with individualised information as to its holdings of Units. Except where local law or custom proscribes the practice, investors may invest directly in the Fund and not avail themselves of a nominee service. Unless otherwise provided by local law, any Unitholder holding units in a nominee account with a Distributor has the right to claim, at any time, direct title to such Units.

The Management Company draws the investors' attention to the fact that any investor will only be able to fully exercise Unitholder rights directly against the Fund, if the investor is registered in his own name in the Unitholders' register of the Fund. In cases where an intermediary is investing into the Fund in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain Unitholder rights directly against the Fund. Investors are advised to take advice on their rights.

#### Subscriptions in Kind

The Management Company may from time to time accept to issue Units against a contribution in kind of securities or other assets which could be acquired by the relevant Sub-Fund pursuant to its investment policy and restrictions. Any such contributions in kind will be made at the Net Asset Value of the assets contributed calculated in accordance with the rules set out in Section 2.3 hereafter and will be the subject of an independent auditor's report, if required, drawn up in accordance with the requirements of Luxembourg law and will be at the investor's expense.

Should the Fund not receive good title on the assets contributed this may result in the Fund bringing an action against the Defaulting Investor or his/her financial intermediary or deducting any costs or losses incurred by the Fund or Management Company against any existing holding of the applicant in the Fund.

#### Anti Money Laundering Procedures

In accordance with international regulations and Luxembourg laws and regulations (including, but not limited to, the amended Law of 12 November 2004 on the fight against money laundering and financing of terrorism), the Grand Ducal Regulation dated 1 February 2010, CSSF Regulation 12-02 of 14 December 2012, CSSF Circulars 13/556, 15/609 and 17/650 concerning the fight against money laundering and terrorist financing, and any respective amendments or replacements, obligations have been imposed on all professionals of the financial sector in order to prevent undertakings for collective investment from money laundering and financing of terrorism purposes.

As result of such provisions, the Transfer Agent of the Fund must ascertain the identity of the subscriber in accordance with Luxembourg laws and regulations. The Transfer Agent may require subscribers to provide any document it deems necessary to effect such identification. In addition, the Transfer Agent, as delegate, may require any other information that the Fund may require in order to comply with its legal and regulatory obligations, including but not limited to the CRS Law (as defined below).

In case of delay or failure by an applicant to provide the required documentation, the subscription request will not be accepted and in case of redemption, payment of redemption proceeds delayed. Neither the Fund nor the Transfer Agent will be held responsible for said delay or failure to process deals resulting from the failure of the applicant to provide documentation or incomplete documentation.

From time to time, Unitholders may be asked to supply additional or updated identification documents in accordance with clients' on-going due diligence obligations according to the relevant laws and regulations.

### Eligible Investors

Units may be offered in accordance with the 2007 Law to well-informed investors that fall into one of the following three categories:

- (A) an institutional investor, being any investor who qualifies as an institutional investor according to Luxembourg laws and regulations;
- (B) a professional investor, being any investor who qualifies as a professional investor within the meaning of Annex II of the Directive 2004/39/EC on financial instruments markets; or
- (C) an experienced investor, who has confirmed in writing that he adheres to the status of well-informed investor and who meets the following conditions:
  - (1) he invests a minimum of EUR 125,000 in the Fund, or
  - (2) he has been the subject to an assessment made by a credit institution within the meaning of Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of Directive 2009/65/EC certifying that his expertise, his experience and his knowledge are adequate to be able to evaluate whether to invest in the Fund.

Each such well-informed investor shall be referred to as an "Eligible Investor".

### Offering Restrictions

When marketing Units in any territory of the European Economic Area (EEA) (other than Luxembourg) to professional investors that are domiciled or have a registered office in the EEA, the Management Company intends to utilise marketing passports made available under the provisions of the AIFMD. Units in a Sub-Fund may only be marketed pursuant to such passports to professional investors (as defined in the 2013 Law) in those territories of the EEA in respect of which a passport has been obtained.

Units may not be offered, issued or transferred to any person which is not an Eligible Investor, as defined above, or any person in circumstances which, in the opinion of the Management Company, might result in the Fund incurring any liability to taxation or suffering any other pecuniary disadvantage which the Fund might not otherwise incur or suffer, or would result in the Fund being required to register under any applicable US securities laws.

The Management Company may also require the compulsory redemption of Units owned by any investor in circumstances where the Management Company, in its absolute discretion, determines that such compulsory redemption is necessary to avoid pecuniary, tax (including any tax liabilities or registration requirements that might result from a breach of

the requirements imposed by the Foreign Account Tax Compliance Act or by any other equivalent local applicable legislation), registration, economic, proprietary, administrative consequences or other disadvantages for the Management Company or for the Fund.

The application form requires each prospective applicant for Units to represent and warrant to the Fund that, among other things, it is able to acquire and hold Units without violating applicable laws.

### Hong Kong

Unless otherwise disclosed in this Prospectus or other supplementary documents thereto, this Prospectus is a global offering document and therefore contains information on Funds that are not authorised by the Securities & Futures Commission of Hong Kong (the "SFC") pursuant to Section 104 of the Securities and Futures Ordinance ("SFO").

No offer shall be made to the public of Hong Kong in respect of the unauthorised Funds. Such unauthorised Funds may only be offered or sold in Hong Kong to persons who are "professional investors" as defined in the SFO (and any rules made under the SFO) or in other circumstances which do not otherwise contravene the SFO.

In addition, this Prospectus may only be distributed, circulated or issued to persons who are "professional investors" under the SFO (and any rules made thereunder) or as otherwise permitted under the Hong Kong laws.

### United States

The Fund has not been and will not be registered under the United States Investment Company Act of 1940 as amended (the "Investment Company Act"). The Units of the Fund have not been and will not be registered under the United States Securities Act of 1933 as amended (the "Securities Act of 1933") or under the securities laws of any state of the US of America and such Units may be offered, sold or otherwise transferred only in compliance with the Securities Act and such state or other securities laws. The Units of the Fund may not be offered or sold to or for the account of any US Person. For these purposes, US Person shall mean any person defined as a US person under Regulation S of the Securities Act.

If you are in any doubt as to your status, you should consult your financial or other professional adviser.

### United Kingdom

The Fund is not a recognised overseas collective investment scheme for the purposes of the Financial Services and Markets Act 2000 of the United Kingdom (the "Act"). The promotion of the Fund and the distribution of this Prospectus in the United Kingdom are accordingly restricted by law.

In the United Kingdom, the Prospectus may be issued by Schroder Investment Management Limited to such authorised persons and in the manner provided under Section 238 of the Act and relevant secondary legislation and regulations.

Any recipient of this Prospectus who is an authorised person may (if and to the extent it is permitted to do so by the Financial Conduct Authority rules applicable to it) only distribute it or otherwise promote the Sub-Funds in accordance with Section 238 of the Act. Any recipient of this Prospectus who is not an authorised person may not distribute it to any other person.

As the Fund is not a recognised overseas collective investment scheme, all or most of the protections afforded by the United Kingdom regulatory system to retail customers will not apply to an investment in the Fund. In particular, compensation will not be available under the United Kingdom Financial Services Compensation Scheme in respect of the Fund and investors will not be entitled to exercise cancellation or withdrawal rights under the rules of the Financial Conduct Authority in respect of any subscription or purchase of Units.

The Management Company may require the compulsory redemption of Units owned by investors in breach of the restrictions of this section.

## 2.2. Redemption and Switching of Units

### 2.2.1. Open Ended Sub-Funds

#### Procedure

**Different redemption and switching procedures may apply if instructions to switch or redeem Units are communicated via Distributors.**

**All instructions to redeem or switch Units shall be dealt with on an unknown Net Asset Value basis before the determination of the Net Asset Value per Unit for that Dealing Day.**

Instructions to switch or redeem Units may be communicated directly to the Transfer Agent either by letter, facsimile transmission or other means approved by the Transfer Agent. Instructions accepted by the Transfer Agent before the Dealing Cut-Off Time as specified in Appendix III, or such other time at the Management Company's discretion, will normally be executed at the relevant Net Asset Value per Unit including any applicable charges, as defined below under "Calculation of Net Asset Value", calculated on that Dealing Day. Instructions accepted by the Transfer Agent after the Dealing Cut-Off Time will normally be executed on the following Dealing Day.

Investors in the Redemption Series are not permitted to redeem or switch their Units. Instructions to redeem Units in the Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II and the Schroder Investment Fund – Diversified Completion must be expressed in terms of the number of Units the Unitholder wishes to redeem rather than expressed as a value.

The Management Company may permit, if it deems it appropriate, different Dealing Cut-Off Times to be determined in justified circumstances, such as distribution to investors in jurisdictions with a different time zone. Such different Dealing Cut-Off Times may either be specifically agreed upon with Distributors or may be published in any supplement to the Prospectus or other marketing document used in the jurisdiction concerned. In such circumstances, the applicable Dealing Cut-Off Time applied to Unitholders must always precede the time when the applicable Net Asset Value is published.

In cases where dealing is suspended in a Sub-Fund from or to which a switch has been requested, the processing of the switch will be held over until the next common Dealing Day where dealings are no longer suspended. Redemption or switch instructions can only be executed when any previously related transaction has been completed.

Instructions may be given to the Transfer Agent by completing either the switch form or the form requesting redemption of Units or by letter, facsimile transmission or other means approved by the Transfer Agent where the account reference and either the number of Units to be switched between named Classes of Units or full details of the redemption must be provided. All instructions must be signed by the Unitholders, except where sole signatory authority has been chosen in the case of a joint account holding or where a representative has been appointed following receipt of a completed power of attorney. The power of attorney's form acceptable to the Transfer Agent is available on request.

The number of Units issued upon switching will be based upon the respective Net Asset Value per Unit of the Units of the two relevant Sub-Funds on the Dealing Day on which the switching request is effected and will be calculated as follows:

$$A = \frac{[B \times (C - D)] \times E}{F}$$

where

A = the number of Units in the new Sub-Fund to which the Unitholder shall become entitled;

B = the number of Units in the original Sub-Fund which the Unitholder has requested to be switched;

C = Net Asset Value per Unit of the original Sub-Fund;

D = calculated amount of switching charge (if any) payable per Unit;

E = the relevant currency exchange rate for the relevant Dealing Day as determined by the Management Company on the basis of current market rates, when the original Sub-Fund and the new Sub-Fund are not designated in the same currency and, in any other case, 1;

F = Net Asset Value per Unit of the new Sub-Fund.

The Management Company may, at its discretion, allow certain selected Distributors to make a charge for switching which shall not exceed 1% of the value of the Unit being requested to be switched.

The value of Units held by any Unitholder in any one Class of Units after any switch or redemption should generally exceed the minimum holding for that Class of Units.

Unless waived by the Management Company, if, as a result of any switch or redemption request, the amount invested by any Unitholder in a Class of Units in any one Sub-Fund falls below the minimum holding for that Class of Units, it will be treated as an instruction to redeem or switch, as appropriate, the Unitholder's total holding in the relevant Class.

Confirmations of transactions will normally be dispatched by the Transfer Agent on the Business Day following the availability of the Net Asset Value. The Net Asset Value shall be available for each Sub-Fund on such date as is set out in Appendix III. Unitholders should promptly check these confirmations to ensure that they are correct in every detail. Delay in providing the relevant documents may cause the instruction to be delayed or lapse and be cancelled. Due to the settlement period necessary for redemptions, switch transactions will not normally be completed until the proceeds from the redemption are available.

## Redemptions in Kind

The Management Company may from time to time permit redemptions in kind. Any such redemption in kind will be valued in accordance with the requirements of Luxembourg law. In case of a redemption in kind, Unitholders will have to bear costs incurred by the redemption in kind (mainly costs resulting from drawing-up of the independent auditor's report) unless the Management Company considers that the redemption in kind is in the Sub-Fund's interest or made to protect the Sub-Fund's interests. The Management Company may charge up to 5% of the Net Asset Value of the Units. Requests for redemptions in kind may only be accepted if the total Net Asset Value of the Units to be redeemed in a Sub-Fund is at least EUR 10,000,000 or near currency equivalent, unless otherwise determined from time to time by the Management Company.

## Switching Procedure

Switching is not currently permitted between Sub-Funds with the exception of the situation described below in relation to the Redemption Series. Switching will only be available to investors who are switching their existing holdings in the Units of any Class in any Sub-Fund into Units of another Class of the same Sub-Fund, subject to the terms detailed in "1.3 Classes of Units" and in accordance with the Dealing Cut-Off Times as specified in Appendix III.

Sub-Funds in the Redemption Series will be launched on each Dealing Day of Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II or Schroder Investment Fund – Diversified Completion, as applicable, in circumstances where that Sub-Fund is not sufficiently liquid to meet all of the redemption requests received by the Management Company in a specific dealing period without prejudicing non-redeeming investors.

Where a Sub-Fund in the Redemption Series is created, redeeming Unitholders in Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II or Schroder Investment Fund – Diversified Completion will be deemed to have instructed the Management Company to switch their proportion of the Units representing Illiquid Assets from the Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II or the Schroder Investment Fund – Diversified Completion for Units in the applicable Redemption Series Sub-Fund. Such an exchange of Units may be a taxable event and Unitholders may be subject to tax on the capital gains earned from the investment in accordance with the laws in force in their country of origin.

## Redemption Proceeds

**Different settlement procedures may apply if instructions to redeem Units are communicated via Distributors.**

The Sub-Funds' settlement periods for redemptions are stated in Appendix III.

In the case of Schroder Investment Fund – Diversified Completion, in order to meet redemption requests, underlying investments will be sold prior to the settlement date and will be invested in short-term investments. Any interest accrued on these short-term investments prior to settlement will be credited to the Sub-Fund and reflected in the Net Asset Value of all Units on the relevant Dealing Day.

Investors in the Redemption Series will only receive the total value of their redemption proceeds when the underlying investments are realised. The underlying investments in the Redemption Series will be realised at the Investment Manager's discretion.

Redemption proceeds are normally paid by bank transfer or telegraphic transfer, within the settlement period stated in Appendix III and will be instructed to be made at no cost to the Unitholder, provided the Management Company is in receipt of all documents required. The Management Company is not responsible for any delays or charges incurred at any receiving bank or settlement system. Redemption proceeds will normally be paid in the currency of the relevant Class of Units. However, at the request of the Unitholder, a currency exchange service for redemptions is provided to the Unitholder by the Management Company acting on behalf of the Fund. Details of the charge applied to foreign exchange transactions, which is retained by the Management Company, are available upon request from the Management Company acting on behalf of the Fund. The cost of currency conversion and other related expenses will be borne by the relevant investor.

If, on the settlement date, banks are not open for business in the country of the settlement currency of the relevant Class of Unit, then settlement will be on the next Business Day on which those banks are open.

Switch or redemption requests will be considered binding and irrevocable by the Management Company and will, at the discretion of the Management Company, only be executed where the relevant Units have been duly issued.

## General

Third party payments will only be accepted at the Management Company's discretion.

### 2.2.2. Closed Ended Sub-Funds

Unless otherwise specified in Appendix III, a Unitholder will not be permitted to request the redemption of its Units in a Closed Ended Sub-Fund.

Unless otherwise specified in Appendix III, Units in a Closed Ended Sub-Fund cannot be switched.

Units may be transferred with the prior written consent of the Management Company provided that such transfer: (i) does not result in Units being held by a non-Eligible Investor in accordance with the provisions of the Prospectus, (ii) would not violate any law or regulation of Luxembourg or any other jurisdiction or would subject the Fund to any other adverse tax, legal or regulatory consequences as determined by the Management Company and (iii) the financial strength of the transferee is in the sole discretion of the Management Company at least equivalent to that of the transferor.

The transferor and transferee will be required to represent to the Management Company in a form acceptable to it that the proposed transferee is an Eligible Investor and that the proposed transfer does not violate any laws or regulations applicable to it. The transferee will be required to provide confirmations and/or documents which are required by the Management Company to accept subscriptions of new clients including all anti money laundering, know your client, beneficial ownership, FATCA and common reporting standards; and to be bound to the terms of the Prospectus, Management Regulations, and to acknowledge its assumption (in whole or in part) of the obligations of the transferor by entering into a written agreement in a form satisfactory to the Management Company. These obligations



shall include the transferee being obliged to pay in the Undrawn Commitments of the transferor pursuant to any future Drawdown Notices.

Subject to the above criteria being met, the Management Company agrees that it will not unreasonably withhold or delay its consent to a transfer of Units where: (i) the transferor is acting in the capacity of a trustee of a pension scheme or pension fund and the transferee is a successor trustee, (ii) the transferor is acting in the capacity of a trustee of a pension fund and the transferee is a trustee of a pension scheme underlying that pension fund, or (iii) a pension scheme transfers all or substantially all of its assets to another pension scheme and, as part of such transfer, the trustee of the transferor pension scheme transfers the Units to the trustee of the transferee pension scheme.

The transferor of Units shall bear all costs and expenses incurred in connection with the Management Company approving and completing the relevant transfer.

### 2.3. Calculation of Net Asset Value

#### Calculation of the Net Asset Value per Unit

(A) The Net Asset Value per Unit of each Class will be calculated on each Dealing Day in the currency of the relevant Class, except in the case of (i) Schroder Investment Fund – Core Insurance Linked Securities and Schroder Investment Fund – Core Insurance Linked Securities II where the Net Asset Value will be calculated on a monthly basis and (ii) Closed Ended Sub-funds for which the frequency will be disclosed in Appendix III. It will be calculated by dividing the Net Asset Value attributable to each Class, being the proportionate value of its assets less its liabilities, by the number of Units of such Class then in issue. The resulting sum shall be rounded to the nearest two decimal places.

(B) The Management Company reserves the right to allow the Net Asset Value per Unit of each Class of Unit to be calculated more frequently than the Dealing Frequency as specified for each Sub-Fund in Appendix III, or to otherwise alter dealing arrangements on a permanent or a temporary basis, for example, where the Management Company considers that a material change to the market value of the investments in one or more Sub-Funds so demands. The Prospectus will be amended, following any such permanent alteration, and Unitholders will be informed accordingly.

#### (C) Valuation of assets

Unless otherwise provided in Appendix III of the relevant Sub-Fund, the assets of each Sub-Fund will be valued as follows:

- (1) The value of any cash in hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof shall be arrived at after making such discount as the Management Company may consider appropriate in such case to reflect the true value thereof.
- (2) The value of any securities, assets (including shares or units in closed-ended UCIs) and derivative instruments will be determined on the basis of the last available price on the stock exchange or any other Regulated Market as aforesaid on which these

securities, assets or derivative instruments are traded or admitted for trading. Where such securities, assets or derivative instruments are quoted or dealt in one or by more than one stock exchange or any other Regulated Market, the Management Company shall make regulations for the order of priority in which stock exchanges or other Regulated Markets shall be used for the provision of prices of securities, assets or derivative instruments.

- (3) If a security or derivative instrument is not traded or admitted on any official stock exchange or any Regulated Market, or in the case of securities and derivative instruments so traded or admitted the last available price of which does not reflect their true value, the Management Company is required to proceed on the basis of their expected sales price, which shall be valued in good faith.
- (4) Swaps contracts will be valued at the market value fixed in good faith by the Management Company and according to generally accepted valuation rules that can be verified by auditors. Asset based swap contracts will be valued by reference to the market value of the underlying assets. Cash flow based swap contracts will be valued by reference to the net present value of the underlying future cash flows.
- (5) Each share or unit in an open-ended UCI will be valued at the last available Net Asset Value (or bid price for dual priced UCI) whether estimated or final, which is computed for such unit or shares on the same Dealing Day, failing which, it shall be the last Net Asset Value (or bid price for dual priced UCIs) computed prior to the Dealing Day on which the Net Asset Value of the Units in the Fund is determined. The calculation of the Net Asset Value may be based upon an estimate of the net asset value of one or more UCIs as calculated by the relevant UCIs or their agents. The Management Company and the Fund Administrator will make all reasonable efforts to correctly assess the value of all portfolio securities based on the information made available to them, and such valuations will be binding upon the Fund and its Unitholders in the absence of manifest error. Neither the Management Company, nor the Fund Administrator have any control over the valuation methods and accounting rules adopted by the UCIs in which a Sub-Fund may invest and no assurance can be given that such methods and rules will at all times allow the Management Company and the Fund Administrator to correctly assess the value of the Sub-Fund's assets and investments.
- (6) In respect of shares or units of a UCI held by the Fund, for which issues and redemptions are restricted and a secondary market trading is effected between dealers who, as main market makers, offer prices in response to market conditions, the Management Company may decide to value such shares or units in line with the prices so established.
- (7) If, since the day on which the latest Net Asset Value was calculated, events have occurred which may have resulted in a material change of the Net Asset Value of shares or units in another UCI held by the Fund, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the Management Company, such change of value.

- (8) The value of any security or other asset which is dealt principally on a market made among professional dealers and institutional investors shall be determined by reference to the last available price.
- (9) For all Sub-Funds except in the case of Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Flexible Cat Bond, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II, Illiquid Assets will be valued based on the International Private Equity and Venture Capital Valuation Guidelines principles published in December 2015 by the European Private Equity and Venture Capital Association, as amended from time to time. In the case of Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Flexible Cat Bond, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II, the Management Company may employ the services of an independent specialist third party for the valuation of insurance linked assets.
- (10) Any assets or liabilities in currencies other than the base currency of the Sub-Funds (as defined in Appendix III) will be converted using the relevant spot rate quoted by a bank or other responsible financial institution.
- (11) In circumstances where the interests of the Unitholders so justify (avoidance of market timing practices, for example), the Management Company may take any appropriate measures in good faith, such as applying a fair value pricing methodology to adjust the value of the Fund's assets, in line with the approach stated under 2.5 "Market Timing and Frequent Trading Policy".
- (12) The Management Company has the right to implement a dilution adjustment for subscriptions and redemptions of a Sub-Fund's Units on a Dealing Day in order to mitigate the dilutive effect such transactions may have on the Sub-Funds. The dilution adjustment represents transaction costs incurred in the purchase and sale of a Sub-Fund's investments and the spread between the buying and selling prices of such investments. The Management Company will apply the dilution adjustment if the existing Unitholders (in case of subscriptions) or remaining Unitholders (in case of redemptions) might otherwise be adversely affected. As the dilution adjustment for each Sub-Fund will be calculated by reference to the costs of dealing spreads, which can vary with market conditions, the amount of dilution adjustment can vary over time.

If any of the aforesaid valuation principles do not reflect the valuation method commonly used in specific markets or if any such valuation principles do not seem accurate for the purpose of determining the value of the Fund's assets, the Management Company may fix different valuation principles in good faith and in accordance with generally accepted valuation principles and procedures. In particular, the Management Company may include assets in the Net Asset Value based on a realisation value estimated by the Management Company with prudence and in good faith. Where the Management Company adopts such fair value

pricing methodology, there is no guarantee that such valuation will correspond to the price at which the assets are subsequently realised.

The Net Asset Value per Unit in respect of each Class shall be available at the registered offices of the Management Company and the Depositary on the Business Day following the availability of the Net Asset Value. The Net Asset Value shall be available for each Sub-Fund on such date as is set out in Appendix III.

## 2.4. Suspensions or Deferrals

- (A) The Management Company reserves the right not to accept instructions to redeem or switch on any one Dealing Day a set percentage of the total value of Units in issue in any Sub-Fund, as set out in Appendix III – Sub-Fund Details. In these circumstances, the Management Company may declare that the redemption of part or all Units in excess of a gating limit, for which a redemption or switch has been requested will be deferred until the next Dealing Day and will be valued on the basis of the last available price of the underlying investments where applicable, prevailing on that Dealing Day. On such Dealing Day, deferred requests will be dealt with in priority to later requests and in the order that requests were initially received by the Management Company.

In the case of Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Diversified Completion and Schroder Investment Fund – Flexible Cat Bond, as these Sub-Funds hold Illiquid Assets, there may be circumstances in which it would be detrimental to the Sub-Fund to honour all redemption requests in a dealing period. The Management Company accordingly reserves the right to take one or more of the courses of action described below, in addition to the gate on redemptions referred to above. The aim of these provisions is to provide a fair and equitable basis for managing redemptions in the best interests of all investors in Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II and Schroder Investment Fund – Flexible Cat Bond:

- (1) the Management Company may declare that the redemption of part or all Units for which a redemption has been requested will be deferred until the next Dealing Day. However where it is not possible to meet the redemption request on this Dealing Day the Management Company may defer the redemption to a subsequent Dealing Day. In the case of Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II and Schroder Investment Fund – Flexible Cat Bond, redemption may be deferred by up to one more consecutive Dealing Day and in the case of Schroder Investment Fund – Diversified Completion by up to five more consecutive Dealing Days. On each such subsequent Dealing Day, deferred requests relating to the prior Dealing Day will be dealt with in priority to subsequent Dealing Day requests;
- (2) for Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Core Insurance Linked Securities and Schroder Investment Fund – Core Insurance Linked Securities II, the Management Company may declare that the proportion of the liquid assets attributable to the

Units being redeemed, are paid to the redeeming investor. For the Illiquid Assets attributable to the Units being redeemed for Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Core Insurance Linked Securities and Schroder Investment Fund – Core Insurance Linked Securities II, the Unitholder will be deemed to have instructed the Management Company to transfer the Illiquid Assets either through the transfer of economic interest or through the transfer of legal title to a new Sub-Fund within the Redemption Series and will receive Units in the applicable Sub-Fund in exchange;

- (3) in the event of the Management Company declaring a Liquidity Event, all redemptions already notified but not yet funded by Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Diversified Completion or Schroder Investment Fund – Flexible Cat Bond and all redemptions received subsequent to the Liquidity Event being declared will be deferred for a period of up to 12 months from the date of the declaration of the Liquidity Event.
- (B) The Management Company reserves the right to extend the period of payment of redemption proceeds, if, in exceptional circumstances and for whatever reason, redemption proceeds cannot be paid within the specific settlement period, for example when the liquidity of the relevant Sub-Fund does not permit, then payment will be made as soon as reasonably practicable thereafter (not exceeding, however, thirty Business Days) at the Net Asset Value per Unit calculated on the relevant Dealing Day.
- (C) In exceptional circumstances, and subject to the prior approval of the CSSF, the Management Company may, at its discretion, allocate illiquid investments held in a Sub-Fund to one or more separate portfolios (a "Side Pocket"). A separate Class of Unit will be created for each Side Pocket ("Side Pocket Units"). Side Pocket Units which participate in that Side Pocket may not be redeemed by investors. Promptly following the realisation of the assets held in a Side Pocket, the Side Pocket Units will be compulsorily redeemed by the Sub-Fund and the proceeds from the realisation of assets held therein will be returned to the holders of those Side Pocket Units as cash.

In the case of the Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II and Schroder Investment Fund – Flexible Cat Bond, the value of the realised assets referable to the redeemed Side Pocket Units will only be reinvested in the Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II and Schroder Investment Fund – Flexible Cat Bond respectively, as long as the investor still holds Units in the relevant Sub-Fund. An investor who has fully redeemed or has given instructions to fully redeem their Units in Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II or Schroder Investment Fund – Flexible Cat Bond, will receive the value of those Side Pocket Units as cash.

- (D) The Management Company may suspend or defer the calculation of the Net Asset Value of any Class of Units in any Sub-Fund and the issue and redemption of any Class

of Units in such Sub-Fund, as well as the rights to switch Units of any Class in any Sub-Fund into Units of another Class of the same Sub-Fund:

- (1) during any period when any of the principal stock exchanges or any other Regulated Market on which any substantial portion of the Fund's investments of the relevant Class for the time being are quoted, is closed (otherwise than for ordinary holidays), or during which dealings are restricted or suspended; or
- (2) any period when the Net Asset Value of one or more UCIs, in which the Fund will have invested and the units or the shares of which constitute a significant part of the assets of the Fund, cannot be determined accurately so as to reflect their fair market value as at the Dealing Day; or
- (3) during the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of investments of the relevant Sub-Fund by the Fund is impracticable; or
- (4) during any breakdown in the means of communication normally employed in determining the price or value of any of the Fund's investments or the current prices or values on any market or stock exchange; or
- (5) during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of such Units or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of such Units cannot in the opinion of the Management Company be effected at normal rates of exchange; or
- (6) if the Fund is being or may be wound-up or merged on or following the date on which notice is given of such winding-up or merger; or
- (7) if the Management Company has determined that there has been a material change in the valuations of a substantial proportion of the investments of the Fund attributable to a particular Class of Units in the preparation or use of a valuation or the carrying out of a later or subsequent valuation; or
- (8) during any period when the determination of the net asset value per unit and/or the redemptions in the underlying investment funds representing a material part of the assets of the relevant Sub-Fund is suspended; or
- (9) during any other circumstance or circumstances where a failure to do so might result in the Fund or its Unitholders incurring any liability to taxation or suffering other pecuniary disadvantages or other detriment which the Fund or its Unitholders might so otherwise have suffered.
- (E) The suspension of the calculation of the Net Asset Value of any Sub-Fund or Unit shall not affect the valuation of other Sub-Funds or Classes, unless these Sub-Funds or Classes are also affected.
- (F) During a period of suspension or deferral, a Unitholder may withdraw his request in respect of any Units not redeemed or switched, by notice in writing received by the Management Company before the end of such period.

Unitholders and applicants for Units will be informed of any suspension or deferral as appropriate.

## **2.5. Market Timing and Frequent Trading Policy**

The Fund does not knowingly allow dealing activity which is associated with market timing or frequent trading practices, as such practices may adversely affect the interests of all Unitholders.



# Section 3

## 3. General Information

### 3.1. Administration Details, Charges and Expenses

#### Management of the Fund

The Fund is an unincorporated co-proprietorship of all its securities and other assets. For this purpose, it is managed in the interest of the Unitholders by the Management Company.

Schroder Investment Management (Europe) S.A. as the Management Company and the AIFM of the Fund is responsible for the portfolio and the risk management, central administration, Unitholder registration, dealing and marketing functions in respect of the Fund.

The Management Company was incorporated as a "Société Anonyme" in Luxembourg on 23 August 1991 and has an issued share capital of EUR 12,867,092.98.

The Directors of the Management Company are responsible for the management (including portfolio and risk management) of the Fund. Subject to its overall responsibility and control, the Management Company may delegate the portfolio management of the Sub-Funds to the investment managers named in Appendices III and IV in accordance with the 2007 Law and the 2013 Law. The Management Company remains responsible for the risk management function.

Unless otherwise provided in Appendix III, the Management Company is entitled to fees for its services which are accrued daily at an annual rate of up to 0.2% by reference to the Net Asset Value of the relevant Class and are paid monthly. As the administration charge is a fixed percentage of the Net Asset Value of the Sub-Fund it will not vary with the cost of providing the relevant services. As such the Management Company could make a profit (or loss) on the provision of those services, which will fluctuate over time on a Sub-Fund by Sub-Fund basis. The fees of Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Flexible Cat Bond, Schroder Investment Fund – Global Credit Opportunities, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II accrue whenever its Net Asset Value is available (as defined in Appendix III) and are paid at the end of the relevant month when the Net Asset Value is available. These fees are subject to review from time to time by the Management Company. The Management Company is also entitled to reimbursement of all reasonable out-of-pocket expenses properly incurred in carrying out its duties. The Management Company may at its discretion subsidise or pay in full any costs or expenses incurred by the Fund with a view to limiting the overall costs and expenses borne by investors in the Fund, or a particular Sub-Fund or Share Class.

#### Investment Managers

The Investment Managers may on a discretionary basis acquire and dispose of investments of the Sub-Funds for which they have been appointed by the Management Company as investment manager, subject to and in accordance with instructions received from the Management Company from time to time, and in accordance with stated investment objectives and restrictions of the Sub-Funds. The Investment Managers are entitled to receive as remuneration for their services hereunder investment management and

performance fees, as specified in Appendix III, if any. In the performance of their duties, the Investment Managers may seek, at their own expense, advice from investment advisers.

#### Depositary and Fund Administrator

J.P. Morgan Bank Luxembourg S.A. has been appointed as Depositary within the meaning of the 2013 Law and Fund Administrator of the Fund. The Management Company has appointed J.P. Morgan Bank Luxembourg S.A. as its fund administrator to calculate the Net Asset Value and the Net Asset Value per Unit and to maintain the accounting records of the Fund and of each Sub-Fund.

J.P. Morgan Bank Luxembourg S.A. was incorporated as a "Société Anonyme" for an unlimited duration on 16 May 1973 and has its registered office at European Bank & Business Centre, 6 route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg. On 31 December 2017, its capital reserves amounted to USD 1,377,774,406. The principal activities of J.P. Morgan Bank Luxembourg S.A. are custodial and investment administration services.

The Depositary shall assume its functions and responsibilities in accordance with the 2007 Law and the 2013 Law. The principal duties of the Depositary are as follows:

- (A) Safe-keeping of the assets of the Fund that can be held in custody (including book entry securities) and record-keeping of assets that cannot be held in custody in which case the Depositary must verify their ownership;
- (B) Ensure that the Fund's cash flows are properly monitored, and in particular ensure that all payments made by or on behalf of investors upon the subscription of Units in the Fund have been received and that all cash of the Fund has been booked in cash accounts that the Depositary can monitor and reconcile;
- (C) Ensure that the issue, redemption and cancellation of Units of the Fund are carried out in accordance with applicable laws and the Management Regulations;
- (D) Ensure that the value of the Units of the Fund is calculated in accordance with applicable laws, the Management Regulations and the valuation procedures;
- (E) Carry out the instructions of the Management Company, unless they conflict with applicable laws or the Management Regulations;
- (F) Ensure that in transactions involving the Fund's assets any consideration is remitted to the Fund within the usual time limits;
- (G) Ensure that the Fund's income is applied in accordance with applicable laws and the Management Regulations.

In relation to the Depositary's safekeeping duties as referred to in paragraph (a) above, in respect of financial instruments (that can be held in custody (as defined in article 1 (51) of the 2013 Law), the Depositary is liable to the Unitholders for any loss of such financial instruments held in custody by the Depositary or any delegate of the Depositary to whom safekeeping of those financial instruments has been delegated (a "Sub-Custodian"), save to the extent that any such liability has been contractually discharged to a Sub-Custodian pursuant to article 19(11) and article 19(13) of the

2013 Law. The term "loss of financial instruments held in custody" shall be interpreted in accordance with the AIFM Regulation and especially article 100 of the AIFM Regulation.

The Depositary may only delegate its safekeeping functions but not its oversight functions. Additionally, when delegating such functions, the Depositary shall comply with the due diligence and supervisory requirements of the 2013 Law relating to the selection and on-going monitoring of Sub-Custodians. The Depositary shall also ensure that identified conflicts of interest are managed and monitored.

In the event that the law of a particular jurisdiction requires that certain financial instruments be held in custody by a local entity and no local Sub-Custodian has been identified by the Depositary as being capable of fulfilling the delegation requirements of the 2013 Law, the Management Company shall, prior to the Unitholders investing in those financial instruments, (i) ensure that the Unitholders are duly informed that the delegation is required due to legal constraint in that jurisdiction and (ii) set out for them the circumstances that, in the reasonable opinion of the Management Company, justify such delegation. In the event that the delegation requirements of the 2013 Law are not capable of being fulfilled by a Sub-Custodian after the Unitholder has invested in the Fund, the Management Company shall also ensure that the Unitholders are informed of the legal constraints in the relevant law and of the circumstances that, in the reasonable opinion of the Management Company, justify such delegation.

To the extent that a Sub-Custodian is permitted to sub-delegate its functions, it may do so only to the extent that its liability under the 2013 Law is not affected by such sub-delegation.

A list of the appointed Sub-Custodians shall be made available to Unitholders on request. There are currently no arrangements for the contractual discharge of the Depositary's liability. Unitholders shall be notified of any arrangements agreed with the Depositary for any such discharge.

The Management Company has agreed with J.P. Morgan Bank Luxembourg S.A. that it will be entitled to its customary charges for its services as depositary and fund administrator.

Upon receipt of instructions from the Management Company or its appointed agents, the Depositary and Fund Administrator will carry out all disposals with respect to the Fund's assets.

### **Auditors**

The approved statutory auditor (réviseur d'entreprises agréé) of the Fund is PricewaterhouseCoopers, Société coopérative. The approved statutory auditor is appointed by the Management Company and shall, with respect to the assets of the Fund, carry out the duties provided by the 2007 Law and the 2013 Law.

The approved statutory auditor of the Management Company is PricewaterhouseCoopers, Société coopérative.

### **Transfer Agent, Registrar and Principal Paying Agent**

With effect from 01 July 2019, the Management Company has delegated the transfer agency, registrar and principal paying agent functions to HSBC France, Luxembourg Branch (the Transfer Agent). Fees, expenses and out-of-pocket expenses relating to the services performed by the Transfer Agent are borne by the Management Company.

### **Other Charges and Expenses**

The Fund will pay all charges and expenses incurred in the operation of the Fund including, without limitation, taxes, expenses for legal and auditing services, brokerage, governmental duties and charges, settlement costs and bank charges, stock exchange listing expenses and fees due to supervisory authorities in various countries, including the costs incurred in obtaining and maintaining registrations so that the Units of the Fund may be marketed in different countries; expenses incurred in the issue and redemption of Units and payment of dividends, gross income, registration fees, insurance, interest and the costs of computation and publication of Unit prices and postage, telephone, facsimile transmission and the use of other electronic communication; costs of printing proxies, statements, certificates or confirmations of transactions, Unitholders' reports, prospectuses and supplementary documentation, explanatory brochures and any other periodical information or documentation. In certain circumstances expenses payable by the Fund may also comprise investment research fees.

The Investment Managers do not enter into any soft commission agreements. However, commissions may be used to pay for permissible research services and this is done through the mechanism of unbundling and commission sharing. These services are only purchased where there is a direct and identifiable benefit to the clients of the Investment Managers, including the Fund, and where the Investment Managers are satisfied that the transactions generating the commissions are made in good faith, in strict compliance with applicable regulatory requirements and in the best interests of the Fund. Any such arrangements must be made by the Investment Managers on terms commensurate with best market practice.

The Fund shall bear its incorporation expenses, including the costs of drawing up and printing the Prospectus, notary public fees, the filing costs with administrative and stock exchange authorities and any other costs pertaining to the setting up and launching of the Fund.

Any costs associated with the transfer of assets between the Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II or the Schroder Investment Fund – Diversified Completion and the Redemption Series will be borne by the relevant Sub-Fund in the Redemption Series. The transfer costs will include but are not limited to transaction costs of the Depositary and Fund Administrator, administration costs and expenses and any taxes, incidental costs or duty levied in connection with the transfer. A provision covering the estimated transfer costs as well as the ongoing charges and expenses to be borne by the Redemption Series will be made.

### **Performance Fees**

In consideration of the services provided by the respective Investment Managers in relation to the Sub-Funds, the former are entitled to receive a performance fee, in addition to management fees. The following models are used to calculate performance fees, as described below, and details of which model is being used for a particular Sub-Fund can be found in Appendix III. It should be noted that the performance fee is calculated prior to any dilution adjustments.

#### **(A) Performance Fees – Using a benchmark with a High Water Mark**

The performance fee becomes due in the event of outperformance, that is, if the increase in the Net Asset Value per Unit during the relevant performance period exceeds the increase in the relevant benchmark over the same period, in accordance with the high water mark principle, i.e. by reference to the Net Asset Value per Unit at the end of any previous performance period (the High Water Mark). The performance period shall normally be each financial year except that where the Net Asset Value per Unit as at the end of the financial year is lower than the High Water Mark, the performance period will commence on the date of the High Water Mark. If a performance fee is introduced on a Sub-Fund during a financial year, then its first performance period will commence on the date on which such fee is introduced.

The performance fee, if applicable, is payable yearly during the month immediately following the end of each financial year. In addition if a Unitholder redeems or switches all or part of their Units before the end of a performance period, any accrued performance fee with respect to such Units will crystallise on that Dealing Day and will then become payable to the Investment Manager. The High Water Mark is not reset on those Dealing Days at which performance fees crystallise following the redemption or switch of Units.

It should be noted that as the Net Asset Value per Unit may differ between Unit Classes, separate performance fee calculations will be carried out for separate Unit Classes within the same Sub-Fund, which therefore may become subject to different amounts of performance fee.

A Unit Class' performance fee is accrued on each Dealing Day, on the basis of the difference between the Net Asset Value per Unit on the preceding Dealing Day (before deduction of any provision for the performance fee) and the higher of the Target Net Asset Value per Unit (i.e. the hypothetical Net Asset Value per Unit assuming a performance based on the benchmark until the preceding Dealing Day) or the High Water Mark, multiplied by the average number of Units in issue over the accounting period.

On each Dealing Day, the accounting provision made on the immediately preceding Dealing Day is adjusted to reflect the Units' performance, positive or negative, calculated as described above. If the Net Asset Value per Unit on the Dealing Day is lower than the Target Net Asset Value per unit or the High Water Mark, the provision made on such Dealing Day is returned to the relevant Unit Class within the relevant Sub-Fund. The accounting provision may, however, never be negative. Under no circumstances will the respective Investment Manager pay money into a Sub-Fund or to any Unitholder for any underperformance.

#### **(B) Performance Fees – Using benchmark without a High Water Mark**

The performance fee is due in the event of outperformance, that is, if the performance, positive or negative, of the Net Asset Value per Unit exceeds the performance of the relevant benchmark over the same period. The performance period shall normally be each financial year except in the event of underperformance, when the performance fee period will continue into the following financial year and thereafter in the event of continued underperformance. If a performance fee is

introduced on a Sub-Fund during a financial year, then its first performance period will commence on the date on which such fee is introduced.

The performance fee, if applicable, is payable yearly during the month immediately following the end of each financial year. In addition if a Unitholder redeems or switches all or part of their Units before the end of a performance period, any accrued performance fee with respect to such Units will crystallise on that Dealing Day and will then become payable to the Investment Manager.

It should be noted that as the Net Asset Value per Unit may differ between Unit Classes, separate performance fee calculations will be carried out for separate Unit Classes within the same Sub-Fund, which therefore may become subject to different amounts of performance fee.

A Unit Class' performance fee is accrued on each Dealing Day, on the basis of the difference between the Net Asset Value per Unit on the preceding Dealing Day (before deduction of any provision for the performance fee) and the Target Net Asset Value per Unit (i.e. the hypothetical Net Asset Value per Unit assuming a performance based on the benchmark until the preceding Dealing Day), multiplied by the average number of Units in issue over the accounting period.

On each Dealing Day, the accounting provision made on the immediately preceding Dealing Day is adjusted to reflect the Units' performance, positive or negative, calculated as described above. If the Net Asset Value per Unit on the Dealing Day is lower than the Target Net Asset Value per unit, the provision made on such Dealing Day is returned to the relevant Unit Class within the relevant Sub-Fund. The accounting provision may, however, never be negative. Under no circumstances will the respective Investment Manager pay money into a Sub-Fund or to any Unitholder for any underperformance.

#### **(C) Performance Fees – On absolute returns with a High Water Mark**

The performance fee becomes due in the event of outperformance, that is, if the Net Asset Value per Unit at the end of the relevant performance period exceeds the High Water Mark, i.e. by reference to the Net Asset Value per Unit at the end of any previous performance period (the High Water Mark). The performance period shall normally be each financial year except that where the Net Asset Value per Unit as at the end of the financial year is lower than the High Water Mark, the performance period will commence on the date of the High Water Mark. If a performance fee is introduced on a Sub-Fund during a financial year, then its first performance period will commence on the date on which such fee is introduced.

The performance fee is payable yearly during the month immediately following the end of each financial year. In addition if a Unitholder redeems or switches all or part of their Units before the end of a performance period, any accrued performance fee with respect to such Units will crystallise on that Dealing Day and will then become payable to the Investment Manager. The High Water Mark is not reset on those Dealing Days at which performance fees crystallise following the redemption or switch of Units.

It should be noted that as the Net Asset Value per Unit may differ between Unit Classes, separate performance fee calculations will be carried out for separate Unit Classes within the Sub-Fund, which therefore may become subject to different amounts of performance fee.

A Unit Class' performance fee is accrued on each Dealing Day, on the basis of the difference between the Net Asset Value per Unit on the preceding Dealing Day (before deduction of any provision for the performance fee) and the High Water Mark, multiplied by the average number of Units in issue over the accounting period.

On each Dealing Day, the accounting provision made on the preceding Dealing Day is adjusted to reflect the Units' performance, positive or negative, calculated as described above. If the Net Asset Value per Unit on the Dealing Day is lower than the High Water Mark, the provision made on such Dealing Day is returned to the relevant Unit Class within the relevant Sub-Fund. The accounting provision may, however, never be negative. Under no circumstances will the respective Investment Manager pay money into a Sub-Fund or to any Unitholder for any underperformance.

### **3.2. Distribution – Payment of Dividends and Gross Income**

#### **Dividend Policy**

As at the date of this Prospectus, the dividend policy described below applies only to Schroder Investment Fund – Diversified Completion and Schroder Investment Fund – Global Credit Opportunities.

It is intended that the Fund will distribute dividends to holders of Distribution Units in the form of cash in the relevant Sub-Fund's currency. For Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II, the dividend policy is disclosed in Appendix III.

The Management Company may decide that dividends be automatically reinvested by the purchase of further Units. However, no dividends will be distributed if their amount is below the amount of EUR 50 or its equivalent. Such amount will automatically be reinvested.

Dividends to be reinvested will be paid to the Management Company who will reinvest the money on behalf of the Unitholders in additional Units of the same Class. Such Units will be issued on the payment date at the Net Asset Value per Unit of the relevant Class in non-certificated form. Fractional entitlements to registered Units will be recognised to two decimal places.

Dividends remaining unclaimed five years after the dividend record date will be forfeited and will accrue for the benefit of the relevant Sub-Fund.

#### **Gross Income Policy**

It is intended that the Fund will make a Gross Income Payment to holders of Distribution Units in the form of cash in the relevant Sub-Fund's currency.

The Management Company may decide that Gross Income be automatically reinvested by the purchase of further Units. However, there will be no distribution if their amount is below the amount of EUR 50 or its equivalent. Such amount will automatically be reinvested.

Gross Income to be reinvested will be paid to the Management Company who will reinvest the money on behalf of the Unitholders in additional Units of the same Class. Such Units will be issued on the payment date at the Net Asset Value per Unit of the relevant Class in non-certificated form. Fractional entitlements to registered Units will be recognised to two decimal places.

Gross Income remaining unclaimed five years after the distribution record date will be forfeited and will accrue for the benefit of the relevant Sub-Fund.

### **3.3. Taxation**

The following information is based on the laws, regulations, decisions and practice currently in force in Luxembourg and is subject to changes therein, possibly with retrospective effect. This summary does not purport to be a comprehensive description of all Luxembourg tax laws and Luxembourg tax considerations that may be relevant to a decision to invest in, own, hold, or dispose of units and is not intended as tax advice to any particular investor or potential investor. Prospective investors should consult their own professional advisers as to the implications of buying, holding or disposing of units and to the provisions of the laws of the jurisdiction in which they are subject to tax. This summary does not describe any tax consequences arising under the laws of any state, locality or other taxing jurisdiction other than Luxembourg.

The following is based on the Management Company's understanding of certain aspects of the law and practice currently in force in Luxembourg. There can be no guarantee that the tax position at the date of this Prospectus or at the time of an investment will endure indefinitely.

#### **Taxation of the Fund**

The Fund is not subject to any taxes in Luxembourg on income or capital gains. The Fund is only subject to a subscription tax (*taxe d'abonnement*) levied at a rate of 0.01% per annum, based on the Net Asset Value of each Sub-Fund at the end of the relevant quarter, calculated and paid quarterly. The tax is not applicable for the portion of the assets of a Sub-Fund invested in other Luxembourg UCIs.

Subscription tax exemption applies to (i) investments in other UCIs, which have already been subject to the Luxembourg subscription tax, (ii) money market SIFs as well as individual compartments with multiple compartments of SIFs, (iii) SIFs, compartments thereof or dedicated classes reserved for retirement pension schemes, and (iv), SIFs and individual compartments thereof whose main object is the investment in microfinance institutions.

#### **Withholding Tax**

Interest and dividend income received by the Fund may be subject to non-recoverable withholding tax in the country of origin. The Fund may further be subject to tax on the realised or unrealised capital appreciation of its assets in the country of origin.

Distributions by the Fund are not subject to withholding tax in Luxembourg.

#### **Taxation of Investors**

From a Luxembourg tax perspective, the Fund as a co-ownership between the investors without legal personality, is in principle fully tax transparent. Investors in the Fund will be subject to tax on the income and capital gains derived from the investment in accordance with the laws in force in their country of residence.



Under current legislation, investors are not subject to any capital gains, income or withholding tax in Luxembourg except for those domiciled, resident or having a permanent establishment in Luxembourg.

As a matter of administrative practice, capital gains derived from the Fund are not subject to tax if realized at least 6 months after the subscription or purchase of the Units and provided that the investment in the Fund does not represent a substantial shareholding, unless the investor claims the strict application of the tax transparency of the Fund and will be regarded as having realized the profits and losses on the underlying investment in the Fund. The investors are deemed realizing themselves the profits and losses of the Fund at the time the Fund realized them. Distribution made by the Fund will be subject to income tax.

Non-Luxembourg residents are not subject to any capital gains, income or withholding tax unless not protected by a tax treaty, who hold through the Fund more than 10% of a Luxembourg company and have their Units in the Fund redeemed less than 6 months after subscription of the Units in the Fund.

The Fund collects the income generated after deduction of any withholding tax in the relevant countries. From a Luxembourg tax perspective, any potential entitlement to reduction in the rate of applicable withholding taxes depends on the status of the investors, as the Fund is a co-ownership between the investors. Where an investor is exempt from tax in his/her/its country of residence, or is eligible for treaty relief under a double tax treaty concluded between his/her/its country of residence and the country where the security is located, it may be possible to obtain a full or partial refund of his/her/its proportionate share of the withholding tax suffered by the Fund.

#### **UK Taxation**

**Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Diversified Completion, Schroder Investment Fund – Global Credit Opportunities and Schroder Investment Fund – Flexible Cat Bond**

For investors subject to capital gains tax, the Sub-Funds are also likely to be regarded as a mutual fund that is transparent for income and opaque for capital gains tax purposes. However, the level of holdings in other offshore funds that are non-reporting funds within the meaning of the Offshore Funds (Tax) Regulations 2009 is expected to mean that the Sub-Funds would have to obtain Reporting Fund status in order to ensure that any capital gain realised on disposal of Units by investors is not reclassified as an income gain. Schroder Investment Fund – Core Insurance Linked Securities and Schroder Investment Fund – Flexible Cat Bond currently have reporting fund status. Following its launch, Schroder Investment Fund – Global Credit Opportunities is also expected to have reporting fund status. There are currently no plans to obtain reporting fund status for other Sub-Funds.

#### **US Foreign Account Tax Compliance Act 2010 (FATCA) and OECD Common Reporting Standard 2016 ("CRS")**

FATCA was enacted on 18 March 2010 as part of the Hiring Incentive to Restore Employment Act. It includes provisions under which the Fund as a Foreign Financial institution ("FFI") may be required to report directly to the Internal Revenue Service ("IRS") certain information about shares held by US tax payers or other foreign entities subject to FATCA and to collect additional identification information for

this purpose. Financial institutions that do not enter into an agreement with the IRS and comply with FATCA regime could be subject to 30% withholding tax on any payment of US source income as well as on the gross proceeds deriving from the sale of securities generating US income made to the Fund.

CRS has been implemented by Council Directive 2014/107/EU on the mandatory automatic exchange of tax information which was adopted on 9 December 2014 (the "DAC II"). CRS became effective among most member states of the European Union on 1 January 2016. Under CRS, the Fund may be required to report to the Luxembourg tax authority certain information about shares held by investors who are tax resident in a CRS participating country and to collect additional identification information for this purpose.

In order to comply with its FATCA and CRS obligations, the Fund may be required to obtain certain information from its investors so as to ascertain their tax status. Under FATCA, if the investor is a specified US person, a US owned non-US entity, non-participating FFI or does not provide the requisite documentation, the Fund will need to report information on these investors to the Luxembourg tax authority, in accordance with applicable laws and regulations, which will in turn report this to the IRS. Under CRS, if the investor is tax resident in a CRS participating country and does not provide the requisite documentation, the Fund will need to report information on these investors to the Luxembourg tax authority, in accordance with applicable laws and regulations. Provided that the Fund acts in accordance with these provisions it will not be subject to withholding tax under FATCA.

Unitholders, and intermediaries should note that it is the existing policy of the Fund that Units are not being offered or sold for the account of US Persons or investors who do not provide the appropriate CRS information. Subsequent transfers of Units to US Persons are prohibited. If Units are beneficially owned by any US Person, or a person who has not provided the appropriate CRS information, the Fund may in its discretion compulsorily redeem such Units. Unitholders should moreover note that under the FATCA legislation, the definition of specified US Persons will include a wider range of investors than the current US Person definition.

**Investors should consult their professional advisors on the possible tax and other consequences with respect to the implementation of the CRS.**

#### **3.4. Unitholders' Information**

Audited annual reports will be made available to the Unitholders at no cost to them at the registered offices of the Management Company and the Depositary and Fund Administrator. Such reports form an integral part of this Prospectus.

The reports will contain individual information on each Sub-Fund and consolidated information on the Fund. Any other financial information to be published concerning the Fund, including the Net Asset Value, the historical performance of the Sub-Funds, the issue and repurchase price of the Units and any suspension of such valuation, will be made available to the public on the website of the Management Company and upon request at the registered office of the Management Company.

Unitholders shall not have any direct contractual rights against the Management Company, the Investment Manager, the Depositary, the auditor of the Fund or any other service providers of the Fund who have been appointed from time to

time by the Management Company. In accordance with the 2007 Law and the 2013 Law, liability of the Depositary to Unitholders shall be invoked through the Management Company. Should the Management Company fail to act despite a written notice to that effect from a Unitholder within a period of three (3) months following receipt of such a notice, that Unitholder may directly invoke the liability of the Depositary.

As required by the AIFM Rules, the following information will be periodically provided to Unitholders by means of disclosure in the annual report of the Fund and notified to Unitholders separately, if the materiality so justifies:

- the percentage of the Sub-Funds' assets which are subject to special arrangements arising from their illiquid nature;
- any new arrangements for managing liquidity of the Sub-Funds, whether or not these are special arrangements, including any changes to the liquidity management systems and procedures referred to in article 16 (1) of the AIFMD and as specified in the "Liquidity risk management" part of the "Leverage" section set out in Appendix III which are material in accordance with article 106(1) of the AIFM Regulation;
- the current risk profile of the Sub-Funds and the risk management system employed by the Management Company to manage those risks;
- any changes to the maximum level of leverage which the Management Company may employ on behalf of the Sub-Funds as well as any right of the reuse of collateral or any guarantee granted under any leveraging arrangement;
- the total amount of leverage employed by the Sub-Funds;

Should the Management Company activate any gates, side pockets or similar special arrangements or where the Management Company decides to suspend redemptions, the Management Company shall immediately notify affected Unitholders as set out in section "2.4 Suspensions or Deferrals" of the Prospectus. Any change to the liability arrangements agreed with the Depositary for any discharge of liability shall also be notified without delay to the Unitholders to the extent required by, and in accordance with, applicable laws and regulations.

The Management Company will also make available upon request at its registered office all information to be provided to investors under the 2013 Law, including: (i) all relevant information regarding conflicts of interest (such as the description of any conflict of interest that may arise from any delegation of the functions listed in Appendix I of the 2013 Law or of any conflicts that must be communicated to investors under Articles 13.1 and 13.2 of the 2013 Law), (ii) the maximum amount of the fees that may be paid annually by the Sub-Funds, (iii) the way chosen to cover potential liability risks resulting from its activities under the 2013 Law, (iv) any collateral and asset reuse arrangements, including any right to reuse collateral and guarantees granted under the leveraging agreement, (v) information on any preferential treatment granted to certain Unitholders and (vi) the risk profile of each Sub-Fund. The list of the Sub-Custodians used by the Depositary will be made available upon receipt at the registered office of the Management Company.

All notices to Unitholders will be sent to Unitholders at their address indicated in the register of Unitholders. If deemed necessary or required by law, notices will be published in a newspaper and in the RESA.

### Accounting Year

The consolidated accounts of the Fund in Euro and the accounts of the Sub-Funds are closed each year on 1 October.

### Documents Available For Inspection

Copies of the Management Regulations, Prospectus, KID and financial reports may be obtained free of charge and upon request from the registered office of the Management Company. KIDs are also available on [www.schroders.com](http://www.schroders.com).

### Applicable laws and jurisdiction

The Fund is governed by the laws of the Grand Duchy of Luxembourg.

By entering into the Fund's subscription documents or a Commitment Agreement the relevant investor will enter into a contractual relationship governed by the Management Regulations, the Prospectus and applicable laws and regulations.

The subscription documents and the Commitment Agreement will be subject to the exclusive jurisdiction of the courts of Luxembourg to settle any dispute or claim arising out of or in connection with a Unitholder's investment in the Fund or any related manner.

According to Regulation (EU) 1215/2015 of 12 December 2015 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, a judgment given in a Member State shall, if enforceable in that Member State, in principle (a few exceptions are provided for in Regulation (EU) 1215/2015) be recognised in the other Member State without any special procedure being required and shall be enforceable in the other Member States without any declaration of enforceability being required.

### Unitholder rights

There are no preferential treatments of Unitholders. Unitholders rights are those described in this Prospectus and the Management Regulations. All Unitholders subscribe to the Units of the Sub-Fund under the same terms.

# Appendix I

## Management Regulations, Investment Restrictions and Borrowing Powers

By acquiring Units in any Sub-Fund, every Unitholder approves and fully accepts that the Management Regulations of the Fund shall govern the relationship between the Unitholders, the Management Company and the Depositary.

Subject to the approval of the Depositary, the Management Regulations may be amended at any time, in whole or in part.

Amendments will become effective upon the publication of a notice of their deposit with the Registre de Commerce et des Sociétés in the RESA or upon any other date provided for in the relevant amendments to the Management Regulations.

The Management Company will comply with the following investment restrictions. Subject to the approval of the Directors of the Management Company and other regulatory approvals or requirements, the investment policy of any Sub-Fund may be subject to different investment restrictions than those provided below, in which case such different restrictions are disclosed in the relevant Appendix:

- (A) No Open-Ended Sub-Fund may invest more than 30% of its assets in securities of the same kind issued by the same issuing body;
- (B) No Closed-Ended Sub-Fund may invest more than 30% of its committed capital in securities of the same kind issued by the same issuing body;
- (C) As a consequence of short sales, a Sub-Fund may not hold a short position on securities of the same kind issued by the same issuing body representing more than 30% of its assets;
- (D) When making use of derivative instruments, the Management Company, on behalf of a Sub-Fund, must ensure a comparable risk diversification through an appropriate risk diversification of underlying assets.
- (E) Each Sub-Fund may invest in financial derivative instruments that are traded OTC including, without limitation, total return swaps, contracts for difference or other financial derivative instruments with similar characteristics, in accordance with the conditions set out in Appendix I and the investment objective and policy of each Sub-Fund. Such OTC derivatives shall, to the extent capable of being held in custody, be safekept by the Depositary.

A total return swap is an agreement in which one party (total return payer) transfers the total economic performance of a reference obligation to the other party (total return receiver). Total economic performance includes income from interest and fees, gains or losses from market movements, and credit losses.

Total return swaps entered into by a Sub-Fund may be in the form of funded and/or unfunded swaps. An unfunded swap means a swap where no upfront payment is made by the total return receiver at inception. A funded swap means a swap where the total return receiver pays an upfront amount

in return for the total return of the reference asset and can therefore be costlier due to the upfront payment requirement.

All revenue arising from total return swaps, net of direct and indirect operational costs and fees, will be returned to each Sub-Fund.

Repurchase agreements consist of transactions governed by an agreement whereby a party sells securities or instruments to a counterparty, subject to a commitment to repurchase them, or substituted securities or instruments of the same description, from the counterparty at a specified price on a future date specified, or to be specified, by the transferor. Such transactions are commonly referred to as repurchase agreements for the party selling the securities or instruments, and reverse repurchase agreements for the counterparty buying them. The Management Company need not comply with the investment limit percentages laid down above when exercising subscription rights attached to securities which form part of the assets of a Sub-Fund.

While ensuring observance of the principle of risk spreading across issuers, asset classes, and commodity sectors, the Sub-Funds may derogate from the diversification restrictions above for a period of six months (or any other period or periods as provided for in Appendix III for a specific Sub-Fund) following the date of the first Net Asset Value calculation or the First Closing or any other date set forth in Appendix III for a specific Sub-Fund.

If the percentage limitations set out above are exceeded for reasons beyond the control of the Sub-Funds, or for any reasons whatsoever, the investments must be brought back within the designated percentage limits within a reasonable period, taking due account of the Unitholders' interests.

A Sub-Fund (the "Investing Sub-Fund") may subscribe, acquire and/or hold securities to be issued or issued by one or more Sub-Funds (each, a "Target Sub-Fund"), under the condition however that:

- (A) the Target Sub-Fund(s) do(es) not, in turn, invest in the Investing Sub-Fund invested in this (these) Target Sub-Fund(s); and
- (B) voting rights, if any, attaching to the Units of the Target Sub-Fund(s) are suspended for as long as they are held by the Investing Sub-Fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and
- (C) in any event, for as long as these securities are held by the Investing Sub-Fund, their value will not be taken into consideration for the calculation of the Net Asset Value for the purposes of verifying the minimum threshold of the net assets imposed by the 2007 Law.

### Borrowing Powers

Unless otherwise provided for a particular Sub-Fund in Appendix III, it is envisaged that borrowing will be used on a temporary basis only (except for the Sub-Funds Schroder Investment Fund - Life Insurance Linked I and Schroder Investment Fund - Life Insurance Linked II), for each Sub-Fund to:

- (A) manage the different settlement periods of underlying investments when switching between investments in order to maintain the targeted level of exposure.
- (B) to pay partly paid shares. For example, some asset classes such as property, insurance linked securities and private equity may require the next payment for the drawdown of assets at short notice and this may not provide sufficient time to match this against investor subscriptions.
- (C) to meet redemption requests where the Investment Manager does not feel it would be prudent to redeem specific assets.
- (D) to satisfy subscription requests if specific assets need to be paid in advance of the relevant Dealing Day.

### Management of Collateral

Collateral received for the benefit of a Sub- Fund may be used to reduce its counterparty risk exposure if it complies with the conditions set out in applicable laws and regulations. Where a Sub- Fund enters into OTC financial derivative transactions and efficient portfolio management techniques, all collateral used to reduce counterparty risk exposure shall comply with the following criteria with the exceptions set out below in respect of Schroder Investment Fund – Flexible Cat Bond, Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II:

- (A) Any collateral received other than cash shall be of high quality, highly liquid and traded on a Regulated Market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation.
- (B) Collateral received shall be valued in accordance with the rules described under the section "Calculation of Net Asset Value" in section 2.3. Assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place.
- (C) The collateral received shall be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.
- (D) Collateral shall be sufficiently diversified in terms of country, markets and issuers except in respect of Schroder Investment Fund – Flexible Cat Bond, Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II which receive US collateral.
- (E) Where there is a title transfer, the collateral received shall be held by the Depositary or one of its sub-custodians to which the Depositary has delegated the custody of such collateral. For other types of collateral arrangement, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral. Collateral is held in a trust account in respect of Schroder Investment Fund – Flexible Cat Bond, Schroder Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked

Securities II, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II for foreign exchange hedging.

- (F) Collateral received shall be capable of being fully enforced by the Sub-Fund at any time without reference to or approval from the counterparty except in respect of Schroder Investment Fund – Flexible Cat Bond, Schroders Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II.
- (G) Subject to the above conditions, permitted forms of collateral include:
  - (1) cash and cash equivalents, including short-term bank certificates and money market instruments;
  - (2) government bonds with any maturity issued by countries including but not limited to the UK, the United States, France and Germany with no minimum rating.

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate haircuts which will be determined for each asset class based on the haircut policy adopted by the Management Company except for Schroder Investment Fund – Flexible Cat Bond, Schroders Investment Fund – Core Insurance Linked Securities, Schroder Investment Fund – Core Insurance Linked Securities II, Schroder Investment Fund – Life Insurance Linked I and Schroder Investment Fund – Life Insurance Linked II in respect of which collateral is valued monthly.

- (A) Non-cash collateral received shall not be sold, re-invested or pledged.
- (B) Cash collateral not received on behalf of currency hedged Share Classes shall only be:
  - (1) placed on deposit with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a country which is an EU member state or, if the registered office of the credit institution is situated in a non-EU member state, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law;
  - (2) invested in high-quality government bonds;
  - (3) used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Sub- Fund is able to recall at any time the full amount of cash on accrued basis;
  - (4) invested in short-term money market funds as defined in the "Guidelines on a Common Definition of European Money Market Funds".

Re-invested cash collateral shall be diversified in accordance with the diversification requirements applicable to non-cash collateral as set out above. Re-investment of cash collateral involves certain risks for a Sub-Fund, as described in Appendix II.



# Appendix II

## Risks of Investment

### 1. Investment and Risk Considerations

The nature of the Fund's investments involves certain risks and the Fund may utilise investment techniques and derivatives which may carry additional risks. An investment in Units of the Fund therefore carries substantial risk and is suitable only for persons who can assume the risk of losing their entire investment. Prospective investors should consider, among others, the following factors before subscribing for Units:

### 2. General Risks

Past performance is not a guide to future performance and Units should be regarded as a medium to long-term investment. The value of investments and the income generated by them may go down as well as up and Unitholders may not get back the amount originally invested. A Sub-Fund may acquire a portfolio of investments in several currencies and/or it may issue Units denominated in a currency that is different to the currencies in which its investments are denominated, in each case exposing the Unitholders to foreign currency risk.

### 3. Investment Objective Risk

Investment objectives express an intended result but there is no guarantee that such a result will be achieved. Depending on market conditions and the macro economic environment, investment objectives may become more difficult or even impossible to achieve. There is no express or implied assurance as to the likelihood of achieving the investment objective for a Sub-Fund.

### 4. Currency Risk

Where the currency of a Sub-Fund or a Class varies from the investor's home currency, or where the currency of a Sub-Fund or a Class varies from the currencies of the markets in which the Sub-Fund invests, there is the prospect of additional loss (or the prospect of additional gain) to the investor greater than the usual risks of investment.

### 5. Suspension of Unit Dealings

Where a Sub-Fund permits the redemption of Units, investors are reminded that their right to redeem Units may be suspended (see "Suspensions or Deferrals" in section 2).

### 6. Regulatory Risk

The Fund is domiciled in Luxembourg and investors should note that all the regulatory protections provided by their local regulatory authorities may not apply.

### 7. Business, Legal and Tax Risks

In some jurisdictions the interpretation and implementation of laws and regulations and the enforcement of Unitholders' rights under such laws and regulations may involve significant uncertainties. Furthermore, there may be differences between accounting and auditing standards, reporting practices and disclosure requirements and those generally accepted internationally. Some of the Sub-Funds may be subject to withholding and other taxes. Tax law and regulations of any jurisdiction are frequently reviewed and may be changed at any time, in certain cases with

retrospective effect. The interpretation and applicability of tax law and regulations by tax authorities in some jurisdictions are not consistent and transparent and may vary from jurisdiction to jurisdiction and/or region to region. Any change in taxation legislation could affect the value of the investments held by and the performance of the Sub-Fund.

### 8. Risk Factors Relating to Industry Sectors / Geographic Areas

Sub-Funds that focus on a particular industry or geographic area are subject to the risk factors and market factors which affect this particular industry or geographic area, including legislative changes, changes in general economic conditions and increased competitive forces. This may result in a greater volatility of the Net Asset Value of the Units of the relevant Sub-Fund. Additional risks may include greater social and political uncertainty and instability and natural disasters.

### 9. Concentration of Investments Risk

Although the Sub-Funds operate under the principle of risk spreading, a Sub-Fund may at certain times hold relatively few investments. A Sub-Fund could be subject to significant losses if it holds a large position in a particular investment that declines in value or is otherwise adversely affected, including default of the issuer or counterparty.

### 10. Interest Rate Risk

The values of bonds and other debt instruments usually rise and fall in response to changes in interest rates. Declining interest rates generally increase the values of existing debt instruments, and rising interest rates generally reduce the value of existing debt instruments. Interest rate risk is generally greater for investments with long durations or maturities. Some investments give the issuer the option to call or redeem an investment before its maturity date. If an issuer calls or redeems an investment during a time of declining interest rates, a Sub-Fund might have to reinvest the proceeds in an investment offering a lower yield, and therefore might not benefit from any increase in value as a result of declining interest rates.

### 11. Credit Risk

The ability, or perceived ability, of an issuer of a debt security to make timely payments of interest and principal on the security will affect the value of the security. It is possible that the ability of the issuer to meet its obligation will decline substantially during the period when a Sub-Fund owns securities of that issuer, or that the issuer will default on its obligations. An actual or perceived deterioration in the ability of an issuer to meet its obligations will likely have an adverse effect on the value of the issuer's securities.

If a security has been rated by more than one nationally recognised statistical rating organisation, the Sub-Fund's Investment Manager may consider the highest rating for the purposes of determining whether the security is investment grade. A Sub-Fund will not necessarily dispose of a security held by it if its rating falls below investment grade, although the Sub-Fund's Investment Manager will consider whether the security continues to be an appropriate investment for the Sub-Fund. A Sub-Fund's Investment Manager considers whether a security is investment grade only at the time of purchase. Some of the Sub-Funds will invest in securities

which will not be rated by a nationally recognised statistical rating organisation, but the credit quality will be determined by the Investment Manager.

Credit risk is generally greater for investments issued at less than their face values and required to make interest payments only at maturity rather than at intervals during the life of the investment. Credit rating agencies base their ratings largely on the issuer's historical financial condition and the rating agencies' investment analysis at the time of rating. The rating assigned to any particular investment does not necessarily reflect the issuer's current financial condition, and does not reflect an assessment of an investment's volatility and liquidity. Although investment grade investments generally have lower credit risk than investments rated below investment grade, they may share some of the risks of lower-rated investments, including the possibility that the issuers may be unable to make timely payments of interest and principal and thus default.

## 12. Liquidity Risk

Liquidity risk exists when particular investments are difficult to purchase or sell. A Sub-Fund's investment in illiquid securities may reduce the returns of the Sub-Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Investments in foreign securities, derivatives or securities with substantial market and/or credit risk tend to have the greatest exposure to liquidity risk. Illiquid securities may be highly volatile and difficult to value.

## 13. Inflation / Deflation Risk

Inflation is the risk that a Sub-Fund's assets or income from a Sub-Fund's investments may be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of a Sub-Fund's portfolio could decline. Deflation risk is the risk that prices throughout the economy may decline over time. Deflation may have an adverse effect on the creditworthiness of issuers and may make issuer default more likely, which may result in a decline in the value of a Sub-Fund's portfolio.

## 14. Financial Derivative Instrument Risk

For a Sub-Fund that uses financial derivative instruments to meet its specific investment objective, there is no guarantee that the performance of the financial derivative instruments will result in a positive effect for the Sub-Fund and its Unitholders.

Each Sub-Fund may incur costs and fees in connection with total return swaps, contracts for difference or other financial derivative instruments with similar characteristics, upon entering into these instruments and/or any increase or decrease of their notional amount. The amount of these fees may be fixed or variable. Information on costs and fees incurred by each Sub-Fund in this respect, as well as the identity of the recipients and any affiliation they may have with the Depositary, the Investment Manager or the Management Company, if applicable, may be available in the annual report.

## 15. Warrants Risk

When a Sub-Fund invests in warrants, the price, performance and liquidity of such warrants are typically linked to the underlying stock. However, the price, performance and liquidity of such warrants will generally fluctuate more than the underlying securities because of the greater volatility of the warrants market. In addition to the market risk related to the volatility of warrants, a Sub-Fund investing in synthetic

warrants, where the issuer of the synthetic warrant is different to that of the underlying stock, is subject to the risk that the issuer of the synthetic warrant will not perform its obligations under the transactions which may result in the Sub-Fund, and ultimately its Unitholders, suffering a loss.

## 16. Credit Default Swap Risk

The use of credit default swaps normally carries a higher risk than investing in bonds directly. A credit default swap allows the transfer of default risk. This allows a Sub-Fund to effectively buy insurance on a reference obligation it holds (hedging the investment) or buy protection on a reference obligation it does not physically own in the expectation that the credit will decline in quality. One party, the protection buyer, makes a stream of payments to the seller of the protection, and a payment is due to the buyer if there is a credit event (a decline in credit quality, which will be predefined in the agreement between the parties). If the credit event does not occur the buyer pays all the required premiums and the swap terminates on maturity with no further payments. The risk of the buyer is therefore limited to the value of the premiums paid. In addition, if there is a credit event and the Sub-Fund does not hold the underlying reference obligation, there may be a market risk as the Sub-Fund may need time to obtain the reference obligation and deliver it to the counterparty. Furthermore, if the counterparty becomes insolvent, the Sub-Fund may not recover the full amount due to it from the counterparty. The market for credit default swaps may sometimes be more illiquid than the bond markets. The Fund will mitigate this risk by monitoring in an appropriate manner the use of this type of transaction.

## 17. Futures, Options and Forward Transactions Risk

A Sub-Fund may use options, futures and forward contracts on currencies, securities, indices, volatility, inflation and interest rates for hedging and investment purposes.

Transactions in futures may carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the Sub-Fund. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders.

Transactions in options may also carry a high degree of risk. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the Sub-Fund is fixed, the Sub-Fund may sustain a loss well in excess of that amount. The Sub-Fund will also be exposed to the risk of the purchaser exercising the option and the Sub-Fund will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the Sub-Fund holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

Forward transactions and purchasing options, in particular those traded over-the-counter and not cleared through a central counterparty, have an increased counterparty risk. If a counterparty defaults, the Sub-Fund may not get the expected payment or delivery of assets. This may result in the loss of the unrealised profit.

## 18. Credit Linked Note Risk

A credit linked note is a debt instrument which assumes both credit risk of the relevant reference entity (or entities) and the issuer of the credit linked note. There is also a risk associated with the coupon payment; if a reference entity in a basket of credit linked notes suffers a credit event, the coupon will be re-set and is paid on the reduced nominal amount. Both the residual capital and coupon are exposed to further credit events. In extreme cases, the entire capital may be lost. There is also the risk that a note issuer may default.

## 19. Equity Linked Note Risk

The return component of an equity linked note is based on the performance of a signed security, a basket of securities or an equity index. Investment in these instruments may cause a capital loss if the value of the underlying security decreases. In extreme cases the entire capital may be lost. These risks are also found in investing in equity investments directly. The return payable for the note is determined at a specified time on a valuation date, irrespective of the fluctuations in the underlying stock price. There is no guarantee that a return or yield on an investment will be made. There is also the risk that a note issuer may default.

A Sub-Fund may use equity linked notes to gain access to certain markets, for example emerging and less developed markets, where direct investment is not possible. This approach may result in the following additional risks being incurred – lack of a secondary market in such instruments, illiquidity of the underlying securities, and difficulty selling these instruments at times when the underlying markets are closed.

## 20. Particular Risks of Over-The-Counter Derivative Transactions

Securities traded in over-the-counter markets may trade in smaller volumes, and their prices may be more volatile than securities principally traded on securities exchanges. Such securities may be less liquid than more widely traded securities. In addition, the prices of such securities may include an undisclosed dealer mark-up which a Sub-Fund may pay as part of the purchase price.

In general, there is less government regulation and supervision of transactions in over-the-counter markets than of transactions entered into on organised exchanges. Over-the-counter derivatives are executed directly with the counterparty rather than through a recognised exchange and clearing house. Counterparties to over-the-counter derivatives are not afforded the same protections as may apply to those trading on recognised exchanges, such as the performance guarantee of a clearing house.

The principal risk when engaging in over-the-counter derivatives (such as non-exchange traded options, forwards, swaps or contracts for difference) is the risk of default by a counterparty who has become insolvent or is otherwise unable or refuses to honour its obligations as required by the terms of the instrument. Over-the-counter derivatives may expose a Sub-Fund to the risk that the counterparty will not settle a transaction in accordance with its terms, or will delay the settlement of the transaction, because of a dispute over the terms of the contract (whether or not bona fide) or because of the insolvency, bankruptcy or other credit or liquidity problems of the counterparty. Counterparty risk is generally mitigated by the transfer or pledge of collateral in favour of the Sub-Fund. The value of the collateral may

fluctuate, however, and it may be difficult to sell, so there are no assurances that the value of collateral held will be sufficient to cover the amount owed to the Sub-Fund.

A Sub-Fund may enter into over-the-counter derivatives cleared through a clearinghouse that serves as a central counterparty. Central clearing is designed to reduce counterparty risk and increase liquidity compared to bilaterally-cleared over-the-counter derivatives, but it does not eliminate those risks completely. The central counterparty will require margin from the clearing broker which will in turn require margin from the Sub-Fund. There is a risk of loss by a Sub-Fund of its initial and variation margin deposits in the event of default of the clearing broker with which the Sub-Fund has an open position or if margin is not identified and correctly reported to the particular Sub-Fund, in particular where margin is held in an omnibus account maintained by the clearing broker with the central counterparty. In the event that the clearing broker becomes insolvent, the Sub-Fund may not be able to transfer or "port" its positions to another clearing broker.

EU Regulation No 648/2012 on OTC derivatives, central counterparties and trade repositories (also known as the European Market Infrastructure Regulation, or "EMIR"), which came into force on 16 August 2012, introduces uniform requirements in respect of OTC derivative transactions by requiring certain "eligible" OTC derivatives transactions to be submitted for clearing to regulated central clearing counterparties and by mandating the reporting of certain details of derivatives transactions to trade repositories. In addition, EMIR imposes requirements for appropriate procedures and arrangements to measure, monitor and mitigate operational and counterparty credit risk in respect of OTC derivatives contracts which are not subject to mandatory clearing. These requirements are expected to include the exchange of margin and, where initial margin is exchanged, its segregation by the parties, including by the Fund.

While many of the obligations under EMIR have come into force, as at the date of this Prospectus neither the requirement to submit certain OTC derivative transactions to central clearing counterparties ("CCPs") nor the margin requirements for non-cleared OTC derivative transactions is in force and both will be subject to a staggered implementation timeline. It is not yet fully clear how the OTC derivatives market will adapt to the new regulatory regime. Accordingly, it is difficult to predict the full impact of EMIR on the Fund, which may include an increase in the overall costs of entering into and maintaining OTC derivatives contracts. Prospective investors and Unitholders should be aware that the regulatory changes arising from EMIR and other similar regulations such as the Dodd-Frank Wall Street Reform and Consumer Protection Act may in due course adversely affect a Sub-Fund's ability to adhere to its investment policy and achieve its investment objective.

Investors should be aware that the regulatory changes arising from EMIR and other applicable laws requiring central clearing of over-the-counter derivatives may in due course adversely affect the ability of the Sub-Funds to adhere to their respective investment policies and achieve their investment objective.

Investments in over-the-counter derivatives may be subject to the risk of differing valuations arising out of different permitted valuation methods. Although the Management Company has implemented appropriate valuation procedures to determine and verify the value of over-the-counter derivatives, certain transactions are complex and valuation may only be provided by a limited number of market



participants who may also be acting as the counterparty to the transactions. Inaccurate valuation can result in inaccurate recognition of gains or losses and counterparty exposure.

Unlike exchange-traded derivatives, which are standardised with respect to their terms and conditions, over-the-counter derivatives are generally established through negotiation with the other party to the instrument. While this type of arrangement allows greater flexibility to tailor the instrument to the needs of the parties, over-the-counter derivatives may involve greater legal risk than exchange-traded instruments, as there may be a risk of loss if the agreement is deemed not to be legally enforceable or not documented correctly. There also may be a legal or documentation risk that the parties may disagree as to the proper interpretation of the terms of the agreement. However, these risks are generally mitigated, to a certain extent, by the use of industry-standard agreements such as those published by the International Swaps and Derivatives Association (ISDA).

## 21. Counterparty Risk

The Management Company enters into transactions on behalf of the Sub-Funds through or with brokers, clearing houses, market counterparties and other agents. The Sub-Funds will be subject to the risk of the inability of any such counterparty to perform its obligations, whether due to insolvency, bankruptcy or other causes.

A Sub-Fund may invest in instruments such as notes or bonds the performance of which is linked to a market or investment to which the Sub-Fund seeks to be exposed. Such instruments are issued by a range of counterparties and through its investment the Sub-Fund will be subject to the counterparty risk of the issuer, in addition to the investment exposure it seeks.

## 22. OTC Derivative Clearing Risk

A Sub-Fund's OTC derivative transactions may be cleared prior to the date on which the mandatory clearing obligation takes effect under EMIR in order to take advantage of pricing and other potential benefits. OTC derivative transactions may be cleared under the "agency" model or the "principal-to-principal" model. Under the principal-to-principal model there is usually one transaction between the Sub-Fund and its clearing broker and another back-to-back transaction between the clearing broker and the CCP whereas under the agency model there is one transaction between the Sub-Fund and the CCP. It is expected that many of a Sub-Fund's OTC derivative transactions which are cleared will be under the "principal-to-principal" model. However, the following risks are relevant to both models unless otherwise specified.

The CCP will require margin from the clearing broker which will in turn require margin from the Sub-Fund. The Sub-Fund's assets posted as margin will be held in an account maintained by the clearing broker with the CCP. Such account may contain assets of other clients of the clearing broker (an "omnibus account") and if so, in the event of a shortfall, the assets of the Sub-Fund transferred as margin may be used to cover losses relating to such other clients of the clearing broker upon a clearing broker or CCP default.

The margin provided to the clearing broker by the Sub-Fund may exceed the margin that the clearing broker is required to provide to the CCP, particularly where an omnibus account is used. The Sub-Fund will be exposed to the clearing broker in respect of any margin which has been posted to the clearing broker but not posted to and recorded in an account with the CCP. In the event of the insolvency or failure of the

clearing broker, the Sub-Fund's assets posted as margin may not be as well protected as if they had been recorded in an account with the CCP.

The Sub-Fund will be exposed to the risk that margin is not identified to the particular Sub-Fund while it is in transit from the Sub-Fund's account to the clearing broker's account and onwards from the clearing broker's account to the CCP. Such margin could, prior to its settlement, be used to offset the positions of another client of the clearing broker in the event of a clearing broker or CCP default.

A CCP's ability to identify assets attributable to a particular client in an omnibus account is reliant on the correct reporting of such client's positions and margin by the relevant clearing broker to that CCP. The Sub-Fund is therefore subject to the operational risk that the clearing broker does not correctly report such positions and margin to the CCP. In such event, margin transferred by the Sub-Fund in an omnibus account could be used to offset the positions of another client of the clearing broker in that omnibus account in the event of a clearing broker or CCP default.

In the event that the clearing broker becomes insolvent, the Sub-Fund may be able to transfer or "port" its positions to another clearing broker. Porting will not always be achievable. In particular, under the principal-to-principal model, where the Sub-Fund's positions are within an omnibus account, the ability of the Sub-Fund to port its positions is dependent on the timely agreement of all other parties whose positions are in that omnibus account and so porting may not be achieved. Where porting is not achieved, the Sub-Fund's positions may be liquidated and the value given to such positions by the CCP may be lower than the full value attributed to them by the Sub-Fund. Additionally, there may be a considerable delay in the return of any net sum due to the Sub-Fund while insolvency proceedings in respect of the clearing broker are ongoing.

If a CCP becomes insolvent, subject to administration or an equivalent proceeding or otherwise fails to perform, the Sub-Fund is unlikely to have a direct claim against the CCP and any claim will be made by the clearing broker. The rights of a clearing broker against the CCP will depend on the law of the country in which the CCP is established and other optional protections the CCP may offer, such as the use of a third party custodian to hold the Sub-Fund's margin. On the failure of a CCP, it is likely to be difficult or impossible for positions to be ported to another CCP and so transactions will likely be terminated. In such circumstances, it is likely that the clearing broker will only recover a percentage of the value of such transactions and consequently the amount the Sub-Fund will recover from the clearing broker will be similarly limited. The steps, timing, level of control and risks relating to that process will depend on the CCP, its rules and the relevant insolvency law. However, it is likely that there will be material delay and uncertainty around when and how much assets or cash, if any, the clearing broker will receive back from the CCP and consequently the amount the Sub-Fund will receive from the clearing broker.

## 23. Counterparty Risk for Over-The-Counter Derivative Transactions

The Sub-Funds will only enter into over-the-counter derivatives transactions with first class institutions which are subject to prudential supervision and specialising in these types of transactions, however, there is still a risk that such counterparties will default.

## 24. Custody Risk

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

## 25. Smaller Companies Risk

A Sub-Fund which invests in smaller companies may fluctuate in value more than other Sub-Funds. Smaller companies may offer greater opportunities for capital appreciation than larger companies, but may also involve certain associated risks. They are more likely than larger companies to have limited product lines, markets, financial resources, or they may depend on a small, inexperienced management group. Securities of smaller companies may, especially during periods where markets are falling, become less liquid and experience short-term price volatility and wide spreads between dealing prices. They may also trade in the over-the-counter market or on a regional exchange, or may otherwise have limited liquidity. Consequently investments in smaller companies may be more vulnerable to adverse developments than those in larger companies and the Sub-Fund may have more difficulty establishing or closing out its securities positions in smaller companies at prevailing market prices. Also, there may be less publicly available information about smaller companies or less market interest in the securities, and it may take longer for the prices of the securities to reflect the full value of the issuers' earning potential or assets.

## 26. Specific Risk relating to Collateral Management

Counterparty risk arising from investments in over the counter financial derivative instruments and securities lending transactions, repurchase agreements and buy-sell back transactions is generally mitigated by the transfer or pledge of collateral in favour of a Sub-Fund. However, transactions may not be fully collateralised. Fees and returns due to the sub-Fund may not be collateralised. If a counterparty defaults, the Sub-Fund may need to sell non-cash collateral received at prevailing market prices. In such a case the Sub-Fund could realise a loss due, inter alia, to inaccurate pricing or monitoring of the collateral, adverse market movements, deterioration in the credit rating of issuers of the collateral or illiquidity of the market on which the collateral is traded. Difficulties in selling collateral may delay or restrict the ability of the Sub-Fund to meet redemption requests.

A Sub-Fund may also incur a loss in reinvesting cash collateral received, where permitted. Such a loss may arise due to a decline in the value of the investments made. A decline in the value of such investments would reduce the amount of collateral available to be returned by the Sub-Fund to the counterparty as required by the terms of the transaction. The Sub-Fund would be required to cover the

difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Sub-Fund.

## 27. Technology Related Companies Risk

Investments in the technology sector may present a greater risk and a higher volatility than investments in a broader range of securities covering different economic sectors. The equity securities of the companies in which a Sub-Fund may invest are likely to be affected by world-wide scientific or technological developments, and their products or services may rapidly fall into obsolescence. In addition, some of these companies offer products or services that are subject to governmental regulation and may, therefore, be adversely affected by governmental policies. As a result, the investments made by a Sub-Fund may drop sharply in value in response to market, research or regulatory setbacks.

## 28. Lower Rated, Higher Yielding Debt Securities Risk

A Sub-Fund may invest in lower rated, higher yielding debt securities, which are subject to greater market and credit risks than higher rated securities. Generally, lower rated securities pay higher yields than more highly rated securities to compensate investors for the higher risk. The lower ratings of such securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of the securities. Accordingly, an investment in the Sub-Fund is accompanied by a higher degree of credit risk than is present with investments in higher rated, lower yielding securities.

## 29. Property and Real Estate Companies Securities Risk

The risks associated with investments in securities of companies principally engaged in the real estate industry include: the cyclical nature of real estate values; risks related to general and local economic conditions; overbuilding and increased competition; increases in property taxes and operating expenses; demographic trends and variations in rental income; changes in zoning laws; casualty or condemnation losses; environmental risks; regulatory limitations on rents; changes in neighbourhood values; related party risks; changes in the appeal of properties to tenants; increases in interest rates; and other real estate capital market influences. Generally, increases in interest rates will increase the costs of obtaining financing, which could directly and indirectly decrease the value of the Sub-Fund's investments.

The real estate market has, at certain times, not performed in the same manner as equity and bond markets. As the real estate market frequently performs, positively or negatively and without any correlation to the equity or bond markets, these investments may affect the performance of the Sub-Fund either in a positive or a negative manner.

## 30. Mortgage Related and Other Asset Backed Securities Risks

Mortgage-backed securities, including collateralised mortgage obligations and certain stripped mortgage-backed securities represent a participation in, or are secured by, mortgage loans. Asset-backed securities are structured like mortgage-backed securities, but instead of mortgage loans or interests in mortgage loans, the underlying assets may include such items as motor vehicles instalment sales or

instalment loan contracts, leases of various types of real and personal property and receivables from credit card agreements.

Traditional debt investments typically pay a fixed rate of interest until maturity, when the entire principal amount is due. By contrast, payments on mortgage-backed and many asset-backed investments typically include both interest and partial payment of principal. Principal may also be prepaid voluntarily, or as a result of refinancing or foreclosure. A Sub-Fund may have to invest the proceeds from prepaid investments in other investments with less attractive terms and yields. As a result, these securities may have less potential for capital appreciation during periods of declining interest rates than other securities of comparable maturities, although they may have a similar risk of decline in market value during periods of rising interest rates. As the prepayment rate generally declines as interest rates rise, an increase in interest rates will likely increase the duration, and thus the volatility, of mortgage-backed and asset-backed securities. In addition to interest rate risk (as described above), investments in mortgage-backed securities composed of sub-prime mortgages may be subject to a higher degree of credit risk, valuation risk and liquidity risk (as described above). Duration is a measure of the expected life of a fixed income security that is used to determine the sensitivity of the security's price to changes in interest rates. Unlike the maturity of a fixed income security, which measures only the time until final payment is due, duration takes into account the time until all payments of interest and principal on a security are expected to be made, including how these payments are affected by prepayments and by changes in interest rates.

The ability of an issuer of asset-backed securities to enforce its security interest in the underlying assets may be limited. Some mortgage-backed and asset backed investments receive only the interest portion or the principal portion of payments on the underlying assets. The yields and values of these investments are extremely sensitive to changes in interest rates and in the rate of principal payments on the underlying assets. Interest portions tend to decrease in value if interest rates decline and rates of repayment (including prepayment) on the underlying mortgages or assets increase; it is possible that a Sub-Fund may lose the entire amount of its investment in an interest portion due to a decrease in interest rates. Conversely, principal portions tend to decrease in value if interest rates rise and rates of repayment decrease. Moreover, the market for interest portions and principal portions may be volatile and limited, which may make them difficult for a Sub-Fund to buy or sell.

A Sub-Fund may gain investment exposure to mortgage-backed and asset-backed investments by entering into agreements with financial institutions to buy the investments at a fixed price in a future date. A Sub-Fund may or may not take delivery of the investments at the termination date of such an agreement, but will nonetheless be exposed to changes in the value of the underlying investments during the term of the agreement.

### **31. Specific Risks linked to Securities Lending and Repurchase Transactions**

Securities lending and repurchase transactions involve certain risks. There is no assurance that a Sub-Fund will achieve the objective for which it entered into a transaction.

Repurchase transactions might expose a Sub-Fund to risks similar to those associated with optional or forward derivative financial instruments, the risks of which are described in other sections of this Prospectus. Securities

loans may, in the event of a counterparty default or an operational difficulty, be recovered late and only in part, which might restrict a Sub-Fund's ability to complete the sale of securities or to meet redemption requests.

A Sub-Fund's exposure to its counterparty will be mitigated by the fact that the counterparty will forfeit its collateral if it defaults on the transaction. If the collateral is in the form of securities, there is a risk that when it is sold it will realise insufficient cash to settle the counterparty's debt to a Sub-Fund or to purchase replacements for the securities that were lent to the counterparty. In the latter case, a Sub-Fund's tri-party lending agent will indemnify a Sub-Fund against a shortfall of cash available to purchase replacement securities but there is a risk that the indemnity might be insufficient or otherwise unreliable.

In the event that a Sub-Fund reinvests cash collateral in one or more of the permitted types of investment, there is a risk that the investment will earn less than the interest that is due to the counterparty in respect of that cash and that it will return less than the amount of cash that was invested. There is also a risk that the investment will become illiquid, which would restrict a Sub-Fund's ability to recover its securities on loan, which might restrict a Sub-Fund's ability to complete the sale of securities or to meet redemption requests.

### **32. Initial Public Offerings Risk**

A Sub-Fund may invest in initial public offerings, which frequently are smaller companies. Such securities have no trading history, and information about these companies may only be available for limited periods. The prices of securities involved in initial public offerings may be subject to greater price volatility than more established securities.

### **33. Risk Associated with Debt Securities Issued Pursuant to Rule 144A under the Securities Act of 1933**

SEC Rule 144A provides a safe harbour exemption from the registration requirements of the Securities Act of 1933 for resale of restricted securities to qualified institutional buyers, as defined in the rule. The advantage for investors may be higher returns due to lower administration charges. However, dissemination of secondary market transactions in rule 144A securities is restricted and only available to qualified institutional buyers. This might increase the volatility of the security prices and, in extremes conditions, decrease the liquidity of a particular rule 144A security.

### **34. Emerging and Less Developed Markets Securities Risk**

Investing in emerging markets and less developed markets securities poses risks different from, and/or greater than, risks of investing in the securities of developed countries. These risks include; smaller market-capitalisation of securities markets, which may suffer periods of relative illiquidity; significant price volatility; restrictions on foreign investment; and possible repatriation of investment income and capital. In addition, foreign investors may be required to register the proceeds of sales, and future economic or political crises could lead to price controls, forced mergers, expropriation or confiscatory taxation, seizure, nationalisation or the creation of government monopolies. Inflation and rapid fluctuations in inflation rates have had, and may continue to have, negative effects on the economies and securities markets of certain emerging and less developed countries.

Although many of the emerging and less developed market securities in which a Sub-Fund may invest are traded on securities exchanges, they may trade in limited volume and may encounter settlement systems that are less well organised than those of developed markets. Supervisory authorities may also be unable to apply standards that are comparable with those in developed markets. Thus there may be risks that settlement may be delayed and that cash or securities belonging to the relevant Sub-Fund may be in jeopardy because of failures of or defects in the systems or because of defects in the administrative operations of counterparties. Such counterparties may lack the substance or financial resources of similar counterparties in a developed market. There may also be a danger that competing claims may arise in respect of securities held by or to be transferred to the Sub-Fund and compensation schemes may be non-existent or limited or inadequate to meet the Sub-Fund's claims in any of these events.

Equity investments in Russia are currently subject to certain risks with regard to the ownership and custody of securities. This results from the fact, that no physical share certificates are issued and ownership of securities is evidenced by entries in the books of a company or its registrar (which is neither an agent nor responsible to the Depositary, other than by local regulation). No certificates representing shareholdings in Russian companies will be held by the Depositary or any of its local correspondents or in an effective central depository system.

Equity investments in Russia may also be settled using the local depository, National Settlement Depository ("NSD"). Although NSD is legally recognised as a central securities depository ("CSD"), it is not currently operated as a CSD and may not protect finality of title. Like local depositories, the NSD still has to register the equity positions with the registrar in its own nominee name.

If concerns are raised regarding a specific investor, the whole nominee position in the NSD could be frozen for a period of months until the investigation is complete. As a result, there is a risk that an investor could be restricted from trading because of another NSD account holder. Any discrepancies between a registrar and NSD records may impact corporate entitlements and potentially settlement activity of underlying clients.

Securities traded on the Moscow Exchange MICEX-RTS can be treated as investment in securities dealt in on a Regulated Market.

Additional risks of emerging market securities may include: greater social, economic and political uncertainty and instability; more substantial governmental involvement in the economy; less governmental supervision and regulation; unavailability of currency hedging techniques; companies that are newly organised and small; differences in auditing and financial reporting standards, which may result in unavailability of material information about issuers; and less developed legal systems. In addition taxation of interest and capital gains received by non-residents varies among emerging and less developed markets and, in some cases may be comparatively high. There may also be less well-defined tax laws and procedures and such laws may permit retroactive taxation so that the Fund could in the future become subject to local tax liabilities that had not been anticipated in conducting investment activities or valuing assets.

## 35. Net Asset Value Considerations

The Net Asset Value per Unit is expected to fluctuate over time with the performance of the Sub-Fund's investments. A Unitholder may not fully recover his initial investment when he chooses to redeem his Units or upon compulsory redemption if the Net Asset Value per Unit at the time of such redemption is less than the issue price paid by such Unitholder.

Where assets are included in the Net Asset Value on a fair value pricing methodology, there is no guarantee that such fair value methodology will correspond to the price at which the assets are subsequently realised.

## 36. Tax Considerations

Where the Fund invests in securities that are not subject to withholding tax at the time of acquisition, there can be no assurance that tax may not be withheld in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Fund will not be able to recover such withheld tax and so any such change would have an adverse effect on the Net Asset Value of the Units. In the event that in the future such securities cease to be subject to withholding tax, the benefit thereof will accrue to the purchaser and not to the Fund.

Where a tax treaty ceases to be applicable and the Fund is accordingly required to pay an amount of withholding tax that was not previously withheld, the Fund will not be able to recover such withheld tax and so this would have an adverse effect on the Net Asset Value of the Units.

As a result of its diversified investments, a Sub-Fund may incur other risks, including currency exchange risks in respect of assets held in other currencies, tax risks in respect of assets invested in other jurisdictions, risks relating to political, social and economic factors which may affect the assets of the underlying funds in which the Sub-Fund invests.

## 37. Risks when Investing into Underlying Funds

### (A) Fees

Some of the Sub-Funds may invest all or substantially all of their assets in investment funds, unless otherwise disclosed. The investment risks identified in this Appendix will apply whether a Sub-Fund invests directly, or indirectly through investment funds, in the assets concerned. The investments of the Sub-Funds in investment funds may result in an increase of total operating, administration, custodian and management fees/expenses. However the Investment Managers will seek to negotiate a reduction in management fees and any such reduction will be for the sole benefit of the relevant Sub-Fund.

### (B) Valuation of Underlying Funds

Any Sub-Fund investing in underlying funds will determine its Net Asset Value primarily on the basis of the value of its interests in such underlying funds, as reported or provided by such underlying funds.

The Management Company does not have any control over the valuation methods and accounting rules adopted by the underlying funds in which a Sub-Fund may invest and no assurance can be given that such methods and rules will at all times allow the Management Company to correctly assess the value of its assets and investments. If the value of a Sub-Fund's assets is adjusted after any Valuation Day (as a



consequence, for instance, of any adjustment made by an underlying fund to the value of its own assets), the Management Company will not be required to revise or recalculate the Net Asset Value on the basis of which subscriptions, redemptions or switches of Units of that Sub-Fund may have been previously accepted.

### **(C) Managers of Underlying Funds**

Managers of underlying funds may invest in and actively trade instruments with significant risk characteristics, including risks arising from the volatility of securities, financial futures, derivatives, currency and interest rate markets, the leverage factors associated with trading in such markets and instruments, and the potential exposure to loss resulting from counterparty defaults. Therefore, there can be no assurance that a Sub-Fund's investment program will be successful or that the investment objective of a Sub-Fund will be achieved.

### **(D) Equity Securities**

The value of a Sub-Fund that invests in funds investing in equity securities will be affected by changes in the stock markets and exchanges in the value of individual portfolio securities held by the relevant fund. At times, stock markets and individual securities can be volatile and prices can change substantially in short periods of time. The equity securities of issuers established in emerging markets and those of smaller companies are more sensitive to these changes. This risk will affect the value of such Sub-Funds, which will fluctuate in a similar manner as the value of the underlying equity securities held by the fund.

### **(E) Private Equity**

Investments which grant an exposure to private equity involve additional risks than those resulting from traditional investments. More specifically, private equity investments may imply exposure to less mature and less liquid companies. The value of financial instruments which grant exposure to private equity may be impacted in a similar manner as direct investments in private equity.

### **(F) Leverage**

Certain underlying funds in which the Sub-Fund will invest operate with a substantial degree of leverage and are not limited in the extent to which they either may borrow or engage in margin transactions. The positions maintained by such underlying funds may in aggregate value be in excess of the Net Asset Value of the relevant Sub-Fund. This leverage presents the potential for a rate of total return but also increases the volatility of the relevant Sub-Fund, including the risk of a total loss of the amount invested.

### **(G) Short Sales**

The underlying funds in which the Sub-Funds may invest may engage in short selling of securities which may expose a portion of an underlying fund's assets committed to such activities to unlimited risk due to the lack of an upper limit on the price to which a security may rise. However, to the extent that the Sub-Fund participates in short selling activities through an underlying fund, the Fund's losses will be limited to the amount invested in the particular underlying fund.

### **(H) Conflicts of Interest**

Conflicts of interest may arise between the Management Company and the persons or entities involved in the management of the Sub-Fund and/or the managers of the underlying funds in which the Sub-Fund invests. The managers of those underlying funds will normally manage assets of other clients that make investments similar to those made on behalf of the underlying funds in which the Sub-Fund invests. Such clients could thus compete for the same trades or investments and whilst available investments or opportunities for each client are generally expected to be allocated in a manner believed to be equitable to each, certain of the allocation procedures may adversely affect the price paid or received for investments or the size of positions obtained or disposed.

### **(I) Collective Investment Schemes**

The Management Company may invest in collective investment schemes in the context of the pursuance of the investment objectives of the Sub-Funds, including investments in collective investment schemes managed or promoted by Schroder affiliated companies. Unless otherwise disclosed, the investment risks identified in this Appendix will apply whether a Sub-Fund invests directly or indirectly through collective investment schemes, in the assets concerned.

Except in case of investments in (i) money market UCITS having a "AAA" rating (or equivalent) attributed by a recognised rating agency and (ii) Luxembourg collective investment schemes, investments will be made in accordance with the principle of risk spreading in a manner that this will not result in an excessive concentration of the relevant Sub-Funds' investments in one single investment scheme. Investments in other collective investment schemes may result in double charging of management, administration and depositary fees and other operating expenses.

The investments of the Sub-Funds in collective investment schemes may result in an increase of total operating, administration, depositary and management fees/expenses. However, the Investment Manager will seek to negotiate a reduction in management fees and any such reduction will be for the sole benefit of the relevant Sub-Fund.

## **38. Potential Conflicts of Interest**

The Investment Manager and Schroders may effect transactions in which the Investment Manager or Schroders have, directly or indirectly, an interest which may involve a potential conflict with the Investment Manager's duty to the Fund. Neither the Investment Manager nor Schroders shall be liable to account to the Fund for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions nor will the Investment Manager's fees, unless otherwise provided, be abated.

The Investment Manager will ensure that such transactions are effected on terms which are not less favourable to the Fund than if the potential conflict had not existed.

Such potential conflicting interests or duties may arise because the Investment Manager or Schroders may have invested directly or indirectly in the Fund.



### 39. Exchange Rates

The reference currency of each Sub-Fund is not necessarily the investment currency of the Sub-Fund concerned. Investments are made in investment funds in currencies that, in the view of the Investment Managers, best benefit the performance of the Sub-Funds.

Unitholders investing in a Sub-Fund having a reference currency that is different from their own should be aware that exchange rate fluctuations could cause the value of their investment to diminish or increase.

### 40. Interest Rate Risk

Changes in interest rates may affect the value of fixed income securities and consequently the value of Sub-Funds holding them.

### 41. Equity Securities

Where a Sub-Fund invests in equity or equity-related investments, the values of equity securities may decline due to general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. They may also decline due to factors which affect a particular industry or industries, such as labour shortages or increased production costs and competitive conditions within an industry. Equity securities generally have greater price volatility than fixed income securities.

### 42. Private Equity

Investments which grant an exposure to private equity involve additional risks compared to those resulting from traditional investments. More specifically, private equity investments may imply exposure to less mature and less liquid companies. The value of financial instruments which grant exposure to private equity may be impacted in a similar manner as direct investments in private equity.

### 43. Sovereign Risk

There is a risk that governments or their agencies may default or not completely fulfil their obligations. In addition, there is no bankruptcy proceeding for sovereign debt securities on which money to pay the obligations of sovereign debt securities may be collected in whole or in part. As a consequence of this holders of sovereign debt securities may be requested to participate in the rescheduling of sovereign debt securities and to extend further loans to the issuers of sovereign debt securities.

### 44. Specific Risk Considerations

In addition to the general risks of investment set out above, the following specific risks should be considered before investing in:

## (A) Schroder Investment Fund – Core Insurance Linked Securities and Schroder Investment Fund – Core Insurance Linked Securities II

### Insurance Linked Securities

#### Basis Risk

Basis risk refers to the possibility that hedging of insurance risk through financial derivative instruments will not be effective. It arises when the value of the derivative instruments does not move in line with the underlying insurance linked securities.

#### Catastrophes

The Sub-Fund will invest in insurance linked securities. Such individual investments or securities may incur severe or full losses as a result of natural, man-made or other catastrophes. Catastrophes can be caused by various events, including, but not limited to, hurricanes, earthquakes, typhoons, hailstorms, floods, tsunamis, tornados, windstorms, extreme temperatures, aviation accidents, fires, explosions and marine accidents. The incidence and severity of such catastrophes are inherently unpredictable, and the Sub-Fund's losses from such catastrophes could be material. Any climatic or other event which might result in an increase in the likelihood and/or severity of such events (for example, global warming leading to more frequent and violent hurricanes) could have a material adverse effect on the Sub-Fund. Although the Sub-Fund's exposure to such events will be diversified in accordance with its investment objective, a single catastrophic event could affect multiple geographic zones and lines of business or the frequency or severity of catastrophic events could exceed expectations, either of which could have a material adverse effect on the Sub-Fund's Net Asset Value.

#### Insured Fraud Risk

Although the Fund will conduct certain due diligence in advance of investing in an insurance linked security linked to life insurance policies, there is a risk that the underlying investments may be exposed to fraud. Among other types of fraud that may exist, an insured may misrepresent the status of his/her illness, may fail to disclose all beneficiaries, or may sell a policy to more than one purchaser. If underlying investments are exposed to such fraud, the return on such an underlying investment and thus the return on the respective insurance linked security may be adversely affected.

#### Liquidity risk

Liquidity risk exists when particular investments are difficult to purchase or sell. A Fund's investment in illiquid securities may reduce the returns of the Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Investments in insurance linked securities tend to have greater exposure to liquidity risk than other fixed income securities.

The secondary market for insurance linked securities may experience limited liquidity. In situations where a catastrophe has occurred or appears likely to occur, there may be limited or no demand for potentially affected insurance linked securities. These market conditions may affect the Sub-Fund's ability to meet redemption requests upon demand. As the Sub-Fund may invest in Illiquid Assets, investors should be aware

that redemptions may be suspended or deferred in accordance with section 2.4 for such period of time that is required to realise such Illiquid Assets.

### Modelling risk

Investment decisions may partly be based on models which have been developed internally (by the investment manager) or by third party catastrophe risk modelling firms. The models rely on various assumptions which may be subjective. Individual instruments may also contain exposure to risks that are not captured by quantitative models. No model is, or could be, an exact representation of reality. The results from the models cannot be viewed as facts, projections or previsions of future catastrophic losses or as indications of future returns. Actual loss can materially differ from that generated by such models.

### Privately Placed Securities

Privately placed securities owned by a Sub-Fund such as catastrophe bond lites (which are transferable insurance linked securities issued on a private placement basis and tailored to the specific needs of investors) or collateralised reinsurance contracts, may lead to product specific risks including but not limited to legal, liquidity, credit, valuation and modelling risks.

Through investing in such instruments a Sub-Fund could be subject to registration risks, legal contamination risk in case of legal action against the owner of the structure used to issue the instrument, valuation uncertainties, credit risk as a result of potential cross-liability risk in the structure used to issue the instrument, transferability restrictions or other liquidity-related difficulties. In addition, a Sub-Fund may be subject to the risk of breach of the purchase agreements by the issuers of such securities.

### Suspension of Unit Dealings

Investors are reminded that their right to redeem Units may be suspended. In particular, payment of redemption proceeds for investors in Schroder Investment Fund – Core Insurance Linked Securities and Schroder Investment Fund – Core Insurance Linked Securities II may be deferred in certain circumstances (see Section 2.4, "Suspensions or Deferrals").

### Use of Derivatives

The Sub-Fund may utilise exchange traded and over-the-counter derivatives, including, but not limited to, futures, forwards, swaps, options, as part of its investment policy. Long and short exposure gained through derivatives may increase the exposure to insurance-related risks. The use of financial derivative instruments for investment purposes may permit a high degree of leverage which may increase the Unit price volatility and may result in higher losses for the investor.

Transactions in over-the-counter contracts may involve additional risk as there is no standardised market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Particular elements of over-the-counter contracts can also increase risk, such as break clauses, whereby a counterparty can terminate a transaction on the basis of a certain reduction in Net Asset Value, incorrect collateral calls or delays in collateral recovery.

### Valuation Uncertainties

The unpredictable nature of catastrophes makes it difficult to determine whether a particular insurance-linked instrument is fairly priced in the ordinary course of trading to the extent that any such trading takes place. Valuation and liquidity may also be affected by a number of factors, such as whether a loss event is likely to occur or has occurred or whether a catastrophe season has passed. The valuation models used in the insurance-linked instrument markets attempt to simulate fundamentally unpredictable events and there could be periods of time when trading ceases or is interrupted as a result of such markets' inability to value the instruments. The lack of an actively traded market also creates a potential uncertainty of valuation issues. A number of brokers provide regular indicative pricing for certain insurance linked securities such as cat bonds. However, these are price indications and the ultimate value of the securities may vary.

Valuation models will be used to derive prices for certain privately negotiated or Illiquid Assets where no market exists. Estimated prices obtained from these models may not reflect the actual prices at which the instruments can be sold which may result in losses for investors.

## (B) Schroder Investment Fund – Diversified Completion

### Suspension of Unit Dealings

Investors are reminded that their right to redeem or switch Units may be suspended. In particular, payment of redemption proceeds for investors in Schroder Investment Fund – Diversified Completion may be deferred in certain circumstances (see Section 2.4, "Suspensions or Deferrals").

### Illiquid Assets

**As the Sub-Fund may invest in Illiquid Assets, investors should be aware that they may be required to bear the risk of a proportion of their investment for such period of time as it takes to realise such Illiquid Assets.**

### Commodities

Investments which grant an exposure to commodities involve additional risks than those resulting from traditional investments. More specifically:

- (1) political, military and natural events may influence the production and trading of commodities and, as a consequence, negatively influence financial instruments which grant exposure to commodities;
- (2) terrorism and other criminal activities may have an influence on the availability of commodities and therefore also negatively impact financial instruments which grant exposure to commodities;

The Sub-Fund will not acquire any physical commodities directly. The Sub-Fund will not enter into any contracts relating to physical commodities other than commodity futures, warrants, swaps, and options contracts. Any commodity futures or options contracts and any other derivative instruments that call for physical delivery of the underlying commodity will be liquidated prior to delivery and the Investment Manager has put in place procedures to ensure that this occurs.

## **(C) Schroder Investment Fund – Flexible Cat Bond**

### **Basis Risk**

Basis risk refers to the possibility that hedging of insurance risk through financial derivative instruments will not be effective. It arises when the value of the derivative instruments does not move in line with the underlying insurance linked securities.

### **Catastrophes**

The Sub-Fund will invest in insurance linked securities. Such individual investments or securities may incur severe or full losses as a result of natural, man-made or other catastrophes. Catastrophes can be caused by various events, including, but not limited to, hurricanes, earthquakes, typhoons, hailstorms, floods, tsunamis, tornados, windstorms, extreme temperatures, aviation accidents, fires, explosions and marine accidents. The incidence and severity of such catastrophes are inherently unpredictable, and the Sub-Fund's losses from such catastrophes could be material. Any climatic or other event which might result in an increase in the likelihood and/or severity of such events (for example, global warming leading to more frequent and violent hurricanes) could have a material adverse effect on the Sub-Fund. Although the Sub-Fund's exposure to such events will be diversified in accordance with its investment objective and will have a bias toward hurricane and earthquake risks in the USA (which form the greater part of the cat bond market), a single catastrophic event could affect multiple geographic zones and lines of business or the frequency or severity of catastrophic events could exceed expectations, either of which could have a material adverse effect on the Sub-Fund's Net Asset Value.

### **Liquidity risk**

Liquidity risk exists when particular investments are difficult to purchase or sell. A Fund's investment in illiquid securities may reduce the returns of the Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Investments in insurance linked securities tend to have greater exposure to liquidity risk than other fixed income securities.

The secondary market for insurance linked securities may experience limited liquidity. In situations where a catastrophe has occurred or appears likely to occur, there may be limited or no demand for potentially affected insurance linked securities. These market conditions may affect the Sub-Fund's ability to meet redemption requests upon demand. As the Sub-Fund may invest in Illiquid Assets, investors should be aware that redemptions may be suspended or deferred in accordance with section 2.4 for such period of time that is required to realise such Illiquid Assets.

### **Modelling risk**

Investment decisions may partly be based on models which have been developed internally by the investment manager or by third party catastrophe risk modelling firms. The models rely on various assumptions, which may be subjective. Individual instruments may also contain exposure to risks that are not captured by quantitative models. No model is, or could be, an exact representation of reality. The results from the models cannot be viewed as facts, projections or previsions of

future catastrophic losses or as indications of future returns. Actual loss can materially differ from that generated by such models.

### **Privately Placed Securities**

Privately placed securities owned by a Sub-Fund such as catastrophe bond lites (which are transferable insurance linked securities issued on a private placement basis and tailored to the specific needs of investors) or collateralised reinsurance contracts, may lead to product specific risks including but not limited to legal, liquidity, credit, valuation and modelling risks.

Through investing in such instruments a Sub-Fund could be subject to registration risks, legal contamination risk in case of legal action against the owner of the structure used to issue the instrument, valuation uncertainties, credit risk as a result of potential cross-liability risk in the structure used to issue the instrument, transferability restrictions or other liquidity-related difficulties. In addition, a Sub-Fund may be subject to the risk of breach of the purchase agreements by the issuers of such securities.

### **Suspension of Unit Dealings**

Investors are reminded that their right to redeem Units may be suspended. In particular, payment of redemption proceeds for investors in Schroder Investment Fund – Flexible Cat Bond may be deferred in certain circumstances (see Section 2.4, "Suspensions or Deferrals").

### **Use of Derivatives**

The Sub-Fund may utilise exchange traded and over-the-counter derivatives, including, but not limited to, futures, forwards, swaps, options, as part of its investment policy. Long and short exposure gained through derivatives may increase the exposure to insurance-related risks. The use of financial derivative instruments for investment purposes may permit a high degree of leverage which may increase the Unit price volatility and may result in higher losses for the investor.

Transactions in over-the-counter contracts may involve additional risk as there is no standardised market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Particular elements of over-the-counter contracts can also increase risk, such as break clauses, whereby a counterparty can terminate a transaction on the basis of a certain reduction in Net Asset Value, incorrect collateral calls or delays in collateral recovery.

### **Valuation Uncertainties**

The unpredictable nature of catastrophes makes it difficult to determine whether a particular insurance-linked instrument is fairly priced in the ordinary course of trading to the extent that any such trading takes place. Valuation and liquidity may also be affected by a number of factors, such as whether a loss event is likely to occur or has occurred or whether a catastrophe season has passed. The valuation models used in the insurance-linked instrument markets attempt to simulate fundamentally unpredictable events and there could be periods of time when trading ceases or is interrupted as result of such markets' inability to value the instruments. The lack of an actively traded market also creates a

potential uncertainty of valuation issues. A number of brokers provide regular indicative pricing for certain insurance linked securities such as cat bonds. However, these are price indications and the ultimate value of the securities may vary.

Valuation models will be used to derive prices for certain privately negotiated or Illiquid Assets where no market exists. Estimated prices obtained from these models may not reflect the actual prices at which the instruments can be sold which may result in losses for investors.

The foregoing list of risk factors does not purport to be a complete explanation of the risks involved in an investment in the Sub-Fund. Prospective investors should read the entire Prospectus and fully evaluate all other information that they deem to be necessary for determining whether to invest in the Sub-Fund. Prospective investors should ensure that they fully understand the contents of this Prospectus.

#### **(A) Schroder Investment Fund – Life Insurance Linked I Schroder Investment Fund – Life Insurance Linked II**

##### **Basis Risk**

Basis risk refers to the possibility that hedging of insurance risk through financial derivative instruments will not be effective. It arises when the value of the derivative instruments does not move in line with the underlying insurance linked securities.

##### **Deviations from Assumptions**

Investment decisions may partly be based on assumptions or forecasted expectations on the future development or cash flows of the underlying subject business of a Sub-Fund's investment. Deviations from these assumptions may adversely affect the Sub-Fund's investments. Such assumptions may be related but not limited to disability and illness rates, policyholder behaviours such as surrender or lapse experience, mortality rates, probability of mortality shocks such as pandemic outbreaks, or credit risk of sponsors.

##### **Insured Fraud Risk**

Although the Management Company will conduct certain due diligence in advance of investing in an insurance linked security linked to life insurance policies, there is a risk that the underlying investments may be exposed to fraud. Among other types of fraud that may exist, an insured may misrepresent the status of his/her illness, may fail to disclose all beneficiaries, or may sell a policy to more than one purchaser. If underlying investments are exposed to such fraud, the return on such an underlying investment and thus the return on the respective insurance linked security may be adversely affected.

##### **Legal Risk**

Over-the-counter derivatives and other securities held by the Closed-Ended Sub-Fund may involve greater legal risk than exchange-traded instruments, as there may be a risk of loss if the agreement is deemed not to be legally enforceable or not documented correctly. Lawsuits, adverse judgements from courts, or contracts that turn out to be unenforceable, may disrupt or adversely affect the Sub-Fund's investments.

##### **Liquidity risk**

Liquidity risk exists when particular investments are difficult to purchase or sell. A Sub-Fund's investment in illiquid securities may reduce the returns of the Sub-Fund because it may be unable to sell the illiquid securities at an advantageous time or price. Investments in insurance linked securities tend to have greater exposure to liquidity risk than other fixed income securities. The secondary market for insurance linked securities may experience limited liquidity.

It is unlikely that there will be a public market for some securities held by the Closed-Ended Sub-Fund at the time of their acquisition. In some cases the Closed-Ended Sub-Fund may be prohibited by contractual or regulatory reasons from selling certain securities for a period of time.

##### **Modelling risk**

Investment decisions may partly be based on models which have been developed internally (by the investment manager) or by third party risk modelling firms. The models rely on various assumptions which may be subjective. Individual instruments may also contain exposure to risks that are not captured by quantitative models. No model is, or could be, an exact representation of reality. The results from the models cannot be viewed as facts, projections or as indications of future returns. Actual loss can materially differ from that generated by such models.

##### **Privately Placed Securities**

Privately placed securities owned by a Sub-Fund such as collateralised reinsurance contracts, may lead to product specific risks including but not limited to legal, liquidity, credit, valuation and modelling risks.

Through investing in such instruments a Sub-Fund could be subject to registration risks, legal contamination risk in case of legal action against the owner of the structure used to issue the instrument, valuation uncertainties, and credit risk as a result of potential cross-liability risk in the structure used to issue the instrument, transferability restrictions or other liquidity-related difficulties. In addition, a Sub-Fund may be subject to the risk of breach of the purchase agreements by the issuers of such securities.

##### **Regulatory Risk**

Changes in insurance regulations may disrupt or adversely affect the Sub Fund's investments or the validity of, or sponsor's need for, an underlying reinsurance transaction. Regulatory risk may exist when enforcing reinsurance clauses, particularly in case of insolvency or regulatory intervention.

##### **Use of Derivatives**

The Sub-Fund may utilise exchange traded and over-the-counter derivatives, including, but not limited to, futures, forwards, swaps, options, as part of its investment policy. Long and short exposure gained through derivatives may increase the exposure to insurance-related risks. The use of financial derivative instruments for investment purposes may permit a high degree of leverage which may increase the Unit price volatility and may result in higher losses for the investor.



Transactions in over-the-counter contracts may involve additional risk as there is no standardised market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Particular elements of over-the-counter contracts can also increase risk, such as break clauses, whereby a counterparty can terminate a transaction on the basis of a certain reduction in Net Asset Value, incorrect collateral calls or delays in collateral recovery.

### **Valuation Uncertainties**

The unpredictable nature of life makes it difficult to determine whether a particular insurance-linked instrument is fairly priced in the ordinary course of trading to the extent that any such trading takes place. Valuation and liquidity may also be affected by a number of factors, such as whether a loss event is likely to occur or has occurred. The valuation models used in the insurance-linked instrument markets attempt to simulate fundamentally unpredictable events and there could be periods of time when trading ceases or is interrupted as a result of such markets' inability to value the instruments. The lack of an actively traded market also creates a potential uncertainty of valuation issues. A number of brokers provide regular indicative pricing for certain insurance linked securities. However, these are price indications and the ultimate value of the securities may vary.

Valuation models will be used to derive prices for certain privately negotiated or Illiquid Assets where no market exists. Estimated prices obtained from these models may not reflect the actual prices at which the instruments can be sold which may result in losses for investors.

### **Long-term investments**

Although investments by a Closed-Ended Sub-Fund may generate some current income, the return of capital and the realisation of gains, if any, from an investment may not occur until the partial or complete disposition of such investment. While an investment may be sold at any time, it is not generally expected that this will occur for a number of years after the investment is made. It is unlikely that there will be a public market for the securities held by the Closed-Ended Sub-Fund at the time of their acquisition. In some cases the Closed-Ended Sub-Fund may be prohibited by contractual or regulatory reasons from selling certain securities for a period of time.

### **Identification of investment opportunities**

The insurance linked securities market is in development and the Investment Manager will from time to time need to originate investment opportunities that are currently not in existence. These opportunities may be sizeable and infrequent and may require lengthy due diligence. Although the Investment Manager anticipates that it will be able to identify opportunities, there may be prolonged periods of time when the Investment Manager is unable to identify attractive opportunities. This may result in lower reinvestment returns than the Investment Manager anticipates.

### **Term**

The intended term of the Sub-Fund is set out in Appendix III. However, there is no guarantee that the term of the Sub-Fund will not be extended in accordance with

Appendix III and investors may be required to bear the risk of their investment for a longer period of time as set out in Appendix III until the Sub-Fund is able to be liquidated.

### **Possible lack of diversification**

Subject to compliance with the Sub-Fund's investment policy and investment restrictions contained in Appendix I there is no assurance as to the degree of diversification that will actually be achieved in the Sub-Fund's investments.

### **Unitholder Default**

If a Unitholder fails to meet a Drawdown Notice, such Unitholder will be subject to the contractual default provisions (including, for example, the payment of interest to the relevant Sub-Fund of the Fund on the defaulted amount) as provided in this Prospectus, in the Commitment Agreement and in the Management Regulations, which are likely to have a substantial effect on the value of that Unitholder's interest in the Fund. Moreover, any default by a Unitholder in meeting any payment to a Sub-Fund of the Fund could prevent the relevant Sub-Fund from benefiting from certain investment opportunities, have an adverse effect on the relevant Sub-Fund's ability to meet its own payment obligations or close a transaction or more generally could have a material adverse effect on the investments and the Unitholders of that Sub-Fund.

### **Life Insurance Linked Securities**

The Sub-Fund in accordance with its investment objective may invest in securities that are related to life insurance risks ("Life ILS"). These investments are typically exposed to event-based, portfolio-based risks and/or credit risks. Event-based risks in the context of Life ILS are typically extreme mortality or morbidity events, including, but not limited to extreme pandemic events. The incidence and severity of such events are inherently unpredictable, and the impact of such events on the Sub-Fund's investments could be material. Portfolio-based risks relate to Life ILS whose performance is dependent on an underlying portfolio of life insurance policies and or life reinsurance treaties ("Underlying Business"). Factors which may adversely affect the performance of the underlying subject business include amongst other things, persistency, mortality, lapse, and or morbidity. In addition, some Life ILS may be exposed to the credit risk of regulated insurance or reinsurance companies acting as sponsors or counterparties of the Underlying Business. Although the Sub-Fund's exposure will be diversified in accordance with its investment objective, the described risks associated with Life ILS could either independently or combined lead to a material adverse effect on the Sub-Fund's Net Asset Value.

The foregoing list of risk factors does not purport to be a complete explanation of the risks involved in an investment in the Sub-Fund. Prospective investors should read the entire Prospectus and fully evaluate all other information that they deem to be necessary for determining whether to invest in the Sub-Fund. Prospective investors should ensure that they fully understand the contents of this Prospectus.



# Appendix III

## Sub-Fund Details

The investment objectives and policies described below are binding on the Investment Manager of each Sub-Fund, although there can be no assurance that an investment objective will be met.

When the investment policy of a Sub-Fund refers to “Alternative Asset Classes”, it may include the following: real estate, infrastructure, private equity, commodities, precious metals, hedge funds and open- and closed-ended funds and hedge funds that invest in such assets.

## Open Ended Sub-Funds

# Schroder Investment Fund – Core Insurance Linked Securities

### Investment Objective

The Sub-Fund aims to provide capital growth and income by investing in insurance-linked securities, worldwide providing exposure to non-life insurance risks.

### Investment Policy

The Sub-Fund invests at least two thirds of its assets in securities whose value is linked to insurance loss events (insurance-linked securities) worldwide. Such securities include those that provide exposure to high-severity, low-probability (such as hurricanes and earthquakes) and low-severity, high-probability (such as tornados and hail) catastrophe risks worldwide.

The Sub-Fund invests in a range of instruments, including catastrophe bonds, cat-bond lites, insurance-linked notes, investments in collateralised reinsurance contracts and other (re)insurance risk instruments relating to catastrophe events.

The Sub-Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Fund more efficiently. The Fund may also invest in money market instruments and hold cash.

Where the sub-Fund uses total return swaps, contracts for difference, repurchase or reverse repurchase transactions, the underlying consists of instruments in which the sub-Fund may invest according to its Investment Objective and investment policy. In particular, total return swaps and contracts for difference may be used to hedge market risk and repurchase or reverse repurchase transactions may be used to provide leverage or bridge financing. The gross exposure of total return swaps, contracts for difference, repurchase or reverse repurchase transactions will not exceed 35% of the Net Asset Value of the Sub-Fund and is expected to remain within the range of 0% to 20% of Net Asset Value. In certain circumstances this proportion may be higher.

### Leverage

#### Definition

Leverage is a way for the Sub-Fund to increase its exposure through borrowing of cash or securities and/or the use of financial derivative instruments.

Leverage is expressed as a ratio ('leverage ratio') between the exposure of the Sub-Fund and its Net Asset Value

The leverage ratio is calculated in accordance with two methodologies for calculating the exposure of the Sub-Fund, the gross method and the commitment method as summarized in the below table.

The two ratios resulting from applying the gross or commitment methodology for calculating the exposure of the Sub-Fund supplement each other and provide a distinct representation of leverage.

Gross leverage is a conservative way of representing leverage as it does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Sub-Fund.
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Sub-Fund risk.

As a result, a Sub-Fund that exhibits a high level of gross leverage is not necessarily riskier than a Sub-Fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of the Sub-Fund as it allows for hedging and netting arrangements under certain conditions.

By convention, the leverage ratio is expressed as a fraction. A leverage ratio of 1 or below means the Sub-Fund is unleveraged whereas a leverage ratio above 1 indicates the Sub-Fund is leveraged.

### Circumstances in which the Sub-Fund may use leverage and types and sources of leverage permitted

Financial derivative instruments could be employed to generate additional exposure - leverage.

#### Maximum level of leverage

Leverage ratio	Maximum leverage ratio
'Gross leverage ratio'	3
'Commitment leverage ratio'	2

### Liquidity risk management

The Management Company has established a liquidity risk process to assess and monitor the liquidity risk profile of the Sub-Fund on an on-going basis. This includes a liquidity stress test scenario combining a strong reduction in the market liquidity with large outflows. Due to the lack of publicly available data on trading volumes for insurance linked securities, the monitoring relies on an internal model to assess market liquidity.

In exceptional circumstances such as market liquidity dislocation and in the best interest of the Sub-Fund and its Unitholders, the Management Company has implemented special procedures to defer redemption requests on a temporary basis as further detailed under section 2.4 "Suspensions or Deferrals".

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	<p>The exposure calculated under the gross methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for gross exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable.</p> <p>Cash and cash equivalent (including cash borrowing that remain in cash or cash equivalent) held in the base currency of the Sub-Fund are excluded from the exposure calculation.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>
'Commitment leverage ratio'	<p>The exposure calculated with the commitment methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for commitment exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable. Under this method, netting and hedging arrangements can be taken into consideration under certain conditions.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

## Fund Characteristics

Base Currency	USD
Investment Manager	Schroder Investment Management (Switzerland) AG
Dealing Cut-Off Time	<ul style="list-style-type: none"> <li>Subscriptions and switches <sup>1</sup>: 15:00, 7 Business Days prior to the relevant Dealing Day</li> <li>Redemptions: 15:00, 60 Business Days prior to the relevant Dealing Day</li> </ul>
Dealing Frequency / Dealing Day <sup>2</sup>	<ul style="list-style-type: none"> <li>Subscriptions: Last Business Day in February, May and November</li> <li>Redemptions: Last Business Day in December and June</li> </ul>
Settlement Period of Subscription Amount <sup>3</sup>	4 Business Days prior to the relevant Dealing Day
Settlement Period of Redemption Amount <sup>3</sup>	45 Business Days after the relevant Dealing Day
Availability of Net Asset Value <sup>4</sup>	The Net Asset Value per Unit will ordinarily be available 10 Business Days after the relevant Dealing Day

## Unit Class Features

Unit Classes	Minimum Initial Subscription	Minimum Additional Subscription	Minimum Holding Amount	Subscription Charge <sup>5</sup>	Investment Management Fee <sup>5</sup>
I	USD 2,000,000	USD 500,000	USD 2,000,000	Nil	Nil
K	USD 2,000,000	USD 500,000	USD 2,000,000	Nil	Up to 1.50%
M	USD 10,000,000	USD 500,000	USD 10,000,000	Nil	Up to 1.25%

As described in section 2.4. "Suspensions or Deferrals", there may be circumstances in which it would be detrimental to the Sub-Fund to honour all redemption requests in respect of a Dealing Day. The Management Company accordingly reserves the right to take one or more of the courses of action described below. The aim of these provisions is to provide a fair and equitable basis for managing redemptions in the best interests of all investors in Schroder Investment Fund – Core Insurance Linked Securities:

- (A) the Management Company reserves the right to gate redemptions up to 10% of the total value of Units in issue as described in section 2.4;

<sup>1</sup> Applies to switches between Unit Classes.

<sup>2</sup> The Management Company may decide to allow subscription and redemption on additional Dealing Days.

<sup>3</sup> Different subscription and redemption procedures may apply if applications are made through distributors.

<sup>4</sup> In circumstances when the underlying prices are not available 8 Business Days after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 40 Business Days after the relevant Dealing Day.

<sup>5</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

(B) the Management Company may declare that the redemption of some or all Units for which a redemption has been requested will be deferred until the next Dealing Day. However where it is not possible to meet the redemption request on this Dealing Day the Management Company may defer the redemption up to one more consecutive Dealing Day. On each such subsequent Dealing Day, deferred requests relating to the prior Dealing Day will be dealt with in priority to subsequent Dealing Day requests;

(C) the Management Company may declare that the proportion of the liquid assets attributable to the Units being redeemed, are paid to the redeeming Unitholder(s).

For the Illiquid Assets attributable to the Units being redeemed, the Unitholder(s) will be deemed to have instructed the Management Company to transfer the Illiquid Assets either through the transfer of economic interest or through the transfer of legal title to a new Sub-Fund within the Core Insurance Linked Securities Redemption Series or within the Core Insurance Linked Securities Redemption Series 2 and will receive Units in this Sub-Fund in exchange (see Appendix IV);

(D) the Management Company may declare a Liquidity Event at its absolute discretion in circumstances where one or more redemptions net of any subscriptions for the same Dealing Day equal more than 15% of the Sub-Fund's Net Asset Value. In the event of the Management Company declaring a Liquidity Event, all redemptions already notified but not yet funded by Schroder Investment Fund – Core Insurance Linked Securities and all redemptions received subsequent to the Liquidity Event being declared will be deferred for a period of up to 12 months from the date of the declaration of the Liquidity Event;

(E) in exceptional circumstances, the Management Company may, at its discretion, allocate illiquid investments to one or more Side Pockets (one or more separate portfolios) pending realisation of these investments.

# Schroder Investment Fund – Core Insurance Linked Securities II

## Investment Objective

The Sub-Fund aims to provide capital growth and income by investing in insurance-linked securities, worldwide providing exposure to non-life insurance risks.

## Investment Policy

The Sub-Fund invests at least two thirds of its assets in securities whose value is linked to insurance loss events (insurance-linked securities) worldwide. Such securities include those that provide exposure to high-severity, low-probability (such as hurricanes and earthquakes) and low-severity, high-probability (such as tornados and hail) catastrophe risks worldwide.

The Sub-Fund invests in a range of instruments, including catastrophe bonds, cat-bond lites, insurance-linked notes, investments in collateralised reinsurance contracts and other (re)insurance risk instruments relating to catastrophe events.

The Sub-Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Fund more efficiently. The Fund may also invest in money market instruments and hold cash.

Where the sub-Fund uses total return swaps, contracts for difference, repurchase or reverse repurchase transactions, the underlying consists of instruments in which the sub-Fund may invest according to its Investment Objective and investment policy. In particular, total return swaps and contracts for difference may be used to hedge market risk and repurchase or reverse repurchase transactions may be used to provide leverage or bridge financing. The gross exposure of total return swaps, contracts for difference, repurchase or reverse repurchase transactions will not exceed 35% of the Net Asset Value of the Sub-Fund and is expected to remain within the range of 0% to 20% of Net Asset Value. In certain circumstances this proportion may be higher.

## Leverage

### Definition

Leverage is a way for the Sub-Fund to increase its exposure through borrowing of cash or securities and/or the use of financial derivative instruments.

Leverage is expressed as a ratio ('leverage ratio') between the exposure of the Sub-Fund and its Net Asset Value

The leverage ratio is calculated in accordance with two methodologies for calculating the exposure of the Sub-Fund, the gross method and the commitment method as summarized in the below table.

The two ratios resulting from applying the gross or commitment methodology for calculating the exposure of the Sub-Fund supplement each other and provide a distinct representation of leverage.

Gross leverage is a conservative way of representing leverage as it does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Sub-Fund.
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Sub-Fund risk.

As a result, a Sub-Fund that exhibits a high level of gross leverage is not necessarily riskier than a Sub-Fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of the Sub-Fund as it allows for hedging and netting arrangements under certain conditions.

By convention, the leverage ratio is expressed as a fraction. A leverage ratio of 1 or below means the Sub-Fund is unleveraged whereas a leverage ratio above 1 indicates the Sub-Fund is leveraged.

### Circumstances in which the Sub-Fund may use leverage and types and sources of leverage permitted

Financial derivative instruments could be employed to generate additional exposure - leverage.

### Maximum level of leverage

Leverage ratio	Maximum leverage ratio
'Gross leverage ratio'	3
'Commitment leverage ratio'	2

### Liquidity risk management

The Management Company has established a liquidity risk process to assess and monitor the liquidity risk profile of the Sub-Fund on an on-going basis. This includes a liquidity stress test scenario combining a strong reduction in the market liquidity with large outflows. Due to the lack of publicly available data on trading volumes for insurance linked securities, the monitoring relies on an internal model to assess market liquidity.

In exceptional circumstances such as market liquidity dislocation and in the best interest of the Sub-Fund and its Unitholders, the Management Company has implemented special procedures to defer redemption requests on a temporary basis as further detailed under section 2.4 "Suspensions or Deferrals".



Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	<p>The exposure calculated under the gross methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for gross exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable.</p> <p>Cash and cash equivalent (including cash borrowing that remain in cash or cash equivalent) held in the base currency of the Sub-Fund are excluded from the exposure calculation.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>
'Commitment leverage ratio'	<p>The exposure calculated with the commitment methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for commitment exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable. Under this method, netting and hedging arrangements can be taken into consideration under certain conditions.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

## Fund Characteristics

Base Currency	USD
Investment Manager	Schroder Investment Management (Switzerland) AG
Dealing Cut-Off Time	<ul style="list-style-type: none"> <li>Subscriptions and switches <sup>1</sup>: 15:00, 7 Business Days prior to the relevant Dealing Day</li> <li>Redemptions: 15:00, 60 Business Days prior to the relevant Dealing Day</li> </ul>
Dealing Frequency / Dealing Day <sup>2</sup>	<ul style="list-style-type: none"> <li>Subscriptions: Last Business Day in February, May and November</li> <li>Redemptions: Last Business Day in December and June</li> </ul>
Settlement Period of Subscription Amount <sup>3</sup>	4 Business Days prior to the relevant Dealing Day
Settlement Period of Redemption Amount <sup>3</sup>	45 Business Days after the relevant Dealing Day
Availability of Net Asset Value <sup>4</sup>	The Net Asset Value per Unit will ordinarily be available 10 Business Days after the relevant Dealing Day

## Unit Class Features

Unit Classes	Minimum Initial Subscription	Minimum Additional Subscription	Minimum Holding Amount	Subscription Charge <sup>5</sup>	Investment Management Fee <sup>5</sup>
I	USD 2,000,000	USD 500,000	USD 2,000,000	Nil	Nil
K	USD 2,000,000	USD 500,000	USD 2,000,000	Nil	Up to 1.50%
M	USD 10,000,000	USD 500,000	USD 10,000,000	Nil	Up to 1.25%

As described in section 2.4. "Suspensions or Deferrals", there may be circumstances in which it would be detrimental to the Sub-Fund to honour all redemption requests in respect of a Dealing Day. The Management Company accordingly reserves the right to take one or more of the courses of action described below. The aim of these provisions is to provide a fair and equitable basis for managing redemptions in the best interests of all investors in Schroder Investment Fund – Core Insurance Linked Securities II:

- (A) the Management Company reserves the right to gate redemptions up to 10% of the total value of Units in issue as described in section 2.4;

<sup>1</sup> Applies to switches between Unit Classes.

<sup>2</sup> The Management Company may decide to allow subscription and redemption on additional Dealing Days.

<sup>3</sup> Different subscription and redemption procedures may apply if applications are made through distributors.

<sup>4</sup> In circumstances when the underlying prices are not available 8 Business Days after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 40 Business Days after the relevant Dealing Day.

<sup>5</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

(B) the Management Company may declare that the redemption of some or all Units for which a redemption has been requested will be deferred until the next Dealing Day. However where it is not possible to meet the redemption request on this Dealing Day the Management Company may defer the redemption up to one more consecutive Dealing Day. On each such subsequent Dealing Day, deferred requests relating to the prior Dealing Day will be dealt with in priority to subsequent Dealing Day requests;

(C) the Management Company may declare that the proportion of the liquid assets attributable to the Units being redeemed, are paid to the redeeming Unitholder(s).

For the Illiquid Assets attributable to the Units being redeemed, the Unitholder(s) will be deemed to have instructed the Management Company to transfer the Illiquid Assets either through the transfer of economic interest or through the transfer of legal title to a new Sub-Fund within the Core Insurance Linked Securities II Redemption Series and will receive Units in this Sub-Fund in exchange (see Appendix IV);

(D) the Management Company may declare a Liquidity Event at its absolute discretion in circumstances where one or more redemptions net of any subscriptions for the same Dealing Day equal more than 15% of the Sub-Fund's Net Asset Value. In the event of the Management Company declaring a Liquidity Event, all redemptions already notified but not yet funded by Schroder Investment Fund – Core Insurance Linked Securities II and all redemptions received subsequent to the Liquidity Event being declared will be deferred for a period of up to 12 months from the date of the declaration of the Liquidity Event;

(E) in exceptional circumstances, the Management Company may, at its discretion, allocate illiquid investments to one or more Side Pockets (one or more separate portfolios) pending realisation of these investments.

# Schroder Investment Fund – Diversified Completion

## Investment Objective

The Sub-Fund aims to provide capital growth and income by investing in a diversified portfolio of Alternative Asset Classes and fixed and floating rate securities worldwide

## Investment Policy

The Sub-Fund invests at least two-thirds of its assets in Alternative Asset Classes and fixed and floating rate securities with an investment grade or sub-investment grade credit rating (as measured by Standard & Poor's or any equivalent grade of other credit rating agencies for rated bonds and implied Schroders ratings for non-rated bonds) issued by governments, government agencies, supra-nationals and companies worldwide.

The Sub-Fund may also invest in equity and equity-related securities.

The Sub-Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Fund more efficiently.

Where the Sub-Fund uses total return swaps, the underlying consists of instruments in which the Sub-Fund may invest according to its Investment Objective and investment policy. In particular, total return swaps may be used to gain long exposure to commodities and exposure to alternative risk premia. The gross exposure of total return swaps will not exceed 35% and is expected to remain within the range of 0% to 35% of the Net Asset Value. In certain circumstances this proportion may be higher.

The Sub-Fund may also invest in money market instruments and hold cash.

## Leverage

### Definition

Leverage is a way for the Sub-Fund to increase its exposure through borrowing of cash or securities and/or the use of financial derivative instruments.

Leverage is expressed as a ratio ('leverage ratio') between the exposure of the Sub-Fund and its Net Asset Value.

The leverage ratio is calculated in accordance with two methodologies for calculating the exposure of the Sub-Fund, the gross method and the commitment method as summarized in the below table.

The two ratios resulting from applying the gross or commitment methodology for calculating the exposure of the Sub-Fund supplement each other and provide a distinct representation of leverage.

Gross leverage is a conservative way of representing leverage as it does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Sub-Fund.
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Sub-Fund risk.

As a result, a Sub-Fund that exhibits a high level of gross leverage is not necessarily riskier than a Sub-Fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of the Sub-Fund as it allows for hedging and netting arrangements under certain conditions.

By convention, the leverage ratio is expressed as a fraction. A leverage ratio of 1 or below means the Sub-Fund is unleveraged whereas a leverage ratio above 1 indicates the Sub-Fund is leveraged.

### Circumstances in which the Sub-Fund may use leverage and types and sources of leverage permitted

Financial derivative instruments could be employed to generate additional exposure - leverage.

### Maximum level of leverage

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	2.5
'Commitment leverage ratio'	1.5

### Liquidity risk management

The Management Company has established a liquidity risk process to assess and monitor the liquidity risk profile of the Sub-Fund on an on-going basis. This includes a liquidity stress test scenario combining a strong reduction in the market liquidity with large outflows. Due to the lack of publicly available data on trading volumes for certain fixed income securities, the monitoring may rely on an internal model to assess market liquidity.

In exceptional circumstances such as market liquidity dislocation and in the best interest of the Sub-Fund and its Unitholders, the Management Company has implemented special procedures to defer redemption requests on a temporary basis as further detailed under section 2.4 "Suspensions or Deferrals".

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	<p>The exposure calculated under the gross methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for gross exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable.</p> <p>Cash and cash equivalent (including cash borrowing that remain in cash or cash equivalent) held in the base currency of the Sub-Fund are excluded from the exposure calculation.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>
'Commitment leverage ratio'	<p>The exposure calculated with the commitment methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for commitment exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable. Under this method, netting and hedging arrangements can be taken into consideration under certain conditions.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

## Fund Characteristics

Base Currency	GBP
Investment Manager	Schroder Investment Management Limited
Dealing Cut-Off Time	<ul style="list-style-type: none"> <li>Subscriptions and switches<sup>1</sup>: 15:00, 10 Business Days prior to the relevant Dealing Day</li> <li>Redemptions: 15:00, 45 Business Days prior to the relevant Dealing Day</li> </ul>
Dealing Frequency / Dealing Day	The last Business Day in each calendar month.
Settlement Period of Subscription Amount <sup>2</sup>	4 Business Days prior to the relevant Dealing Day
Settlement Period of Redemption Amount <sup>2</sup>	30 Business Days after the relevant Dealing Day
Availability of Net Asset Value <sup>3</sup>	The Net Asset Value per Unit will ordinarily be available 8 Business Days after the relevant Dealing Day

## Unit Class Features

Unit Classes	Minimum Initial Subscription	Minimum Additional Subscription	Minimum Holding Amount	Subscription Charge <sup>4</sup>	Investment Management Fee <sup>4</sup>
I	GBP 2,500,000	GBP 500,000	GBP 2,500,000	Nil	Nil
P	GBP 2,500,000	GBP 500,000	GBP 2,500,000	Nil	Nil

As described in section 2.4. "Suspensions or Deferrals", there may be circumstances in which it would be detrimental to the Sub-Fund to honour all redemption requests in respect of a Dealing Day. The Management Company accordingly reserves the right to take one or more of the courses of action described below. The aim of these provisions is to provide a fair and equitable basis for managing redemptions in the best interests of all investors in Schroder Investment Fund – Diversified Completion:

- (A) the Management Company reserves the right to gate redemptions up to 5% of the total value of Units in issue as described in section 2.4;
- (B) the Management Company may declare that the redemption of some or all Units for which a redemption has been requested will be deferred until the next Dealing Day. However where it is not possible to meet the redemption request on this Dealing Day the Management Company may defer the redemption up to five more consecutive Dealing Day. On each such subsequent Dealing Day, deferred requests relating to the prior Dealing Day will be dealt with in priority to subsequent Dealing Day requests;

<sup>1</sup> Applies to switches between Unit Classes.

<sup>2</sup> Different subscription and redemption procedures may apply if applications are made through distributors.

<sup>3</sup> In circumstances when the underlying prices are not available 8 Business Days after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 40 Business Days after the relevant Dealing Day.

<sup>4</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

- (C) the Management Company may declare that the proportion of the liquid assets attributable to the Units being redeemed, are paid to the redeeming Unitholder(s). For the Illiquid Assets attributable to the Units being redeemed, the Unitholder(s) will be deemed to have instructed the Management Company to transfer the Illiquid Assets either through the transfer of economic interest or through the transfer of legal title to a new Sub-Fund within the Diversified Completion Redemption Series and will receive Units in this Sub-Fund in exchange (see Appendix IV);
- (D) the Management Company may declare a Liquidity Event at its absolute discretion in circumstances where:
- (1) one or more redemptions net of any subscriptions for the same Dealing Day equal more than 15% of the Sub-Fund's Net Asset Value; or
  - (2) previously liquid assets of the Sub-Fund become illiquid resulting in the Sub-Fund's Net Asset Value.
- In the event of the Management Company declaring a Liquidity Event, all redemptions already notified but not yet funded by Schroder Investment Fund – Diversified Completion and all redemptions received subsequent to the Liquidity Event being declared will be deferred for a period of up to 12 months from the date of the declaration of the Liquidity Event;
- (E) in exceptional circumstances, the Management Company may, at its discretion, allocate illiquid investments to one or more Side Pockets (one or more separate portfolios) pending realisation of these investments.



# Schroder Investment Fund – Flexible Cat Bond

## Investment objective

The Sub-Fund aims to provide capital growth and income by investing in insurance linked securities worldwide.

## Investment policy

The Fund invests at least two thirds of its assets in catastrophe bonds and cat bond lites worldwide. These are securities whose value is linked to insurance loss events (insurance-linked securities) relating to catastrophes such as hurricanes and earthquakes.

The Sub-Fund may also invest in other types of insurance-linked securities, for example life insurance risks, health risks or motor risks. The Sub-Fund will not invest in securities linked to life settlements.

The Sub-Fund will not invest more than 10% into open ended investment funds.

The Sub-Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Sub-Fund more efficiently. The Sub-Fund may also invest in money market instruments and hold cash.

Where the Sub-Fund uses total return swaps, contracts for difference, repurchase or reverse repurchase transactions, the underlying consists of instruments in which the Sub-Fund may invest according to its Investment Objective and investment policy. In particular, total return swaps and contracts for difference may be used to hedge market risk and repurchase or reverse repurchase transactions may be used to provide leverage or bridge financing. The gross exposure of total return swaps contracts for difference, repurchase or reverse repurchase transactions will not exceed 25% of the Net Asset Value of the Sub-Fund and is expected to remain within the range of 0% to 10% of Net Asset Value. In certain circumstances this proportion may be higher.

## Leverage

### Definition

Leverage is a way for the Sub-Fund to increase its exposure through borrowing of cash or securities and/or the use of financial derivative instruments.

Leverage is expressed as a ratio ('leverage ratio') between the exposure of the Sub-Fund and its Net Asset Value.

The leverage ratio is calculated in accordance with two methodologies for calculating the exposure of the Sub-Fund, the gross method and the commitment method as summarized in the below table.

The two ratios resulting from applying the gross or commitment methodology for calculating the exposure of the Sub-Fund supplement each other and provide a distinct representation of leverage.

Gross leverage is a conservative way of representing leverage as it does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Sub-Fund.
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Sub-Fund risk.

As a result, a Sub-Fund that exhibits a high level of gross leverage is not necessarily riskier than a Sub-Fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of the Sub-Fund as it allows for hedging and netting arrangements under certain conditions.

By convention, the leverage ratio is expressed as a fraction. A leverage ratio of 1 or below means the Sub-Fund is unleveraged whereas a leverage ratio above 1 indicates the Sub-Fund is leveraged.

### Circumstances in which the Sub-Fund may use leverage and types and sources of leverage permitted

Financial derivative instruments could be employed to generate additional exposure - leverage.

### Maximum level of leverage

Leverage ratio	Maximum leverage ratio
'Gross leverage ratio'	2
'Commitment leverage ratio'	1.3

### Liquidity risk management

The Management Company has established a liquidity risk process to assess and monitor the liquidity risk profile of the Sub-Fund on an on-going basis. This includes a liquidity stress test scenario combining a strong reduction in the market liquidity with large outflows. Due to the lack of publicly available data on trading volumes for insurance linked securities, the monitoring relies on an internal model to assess market liquidity.

In exceptional circumstances such as market liquidity dislocation and in the best interest of the Sub-Fund and its Unitholders, the Management Company has implemented special procedures to defer redemption requests on a temporary basis as further detailed under section 2.4 "Suspensions or Deferrals".

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	<p>The exposure calculated under the gross methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for gross exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable.</p> <p>Cash and cash equivalent (including cash borrowing that remain in cash or cash equivalent) held in the base currency of the fund are excluded from the exposure calculation.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>
'Commitment leverage ratio'	<p>The exposure calculated with the commitment methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for commitment exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable. Under this method, netting and hedging arrangements can be taken into consideration under certain conditions.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

## Fund Characteristics

Base Currency	USD
Investment Manager	Schroder Investment Management (Switzerland) AG
Dealing Cut-Off Time	<ul style="list-style-type: none"> <li>Subscriptions and switches <sup>1</sup>: 15:00, 3 Business Days prior to the relevant Dealing Day</li> <li>Redemptions: 15:00, 7 Business Days prior to the relevant Dealing Day</li> </ul>
Dealing Frequency / Dealing Day <sup>2</sup>	<ul style="list-style-type: none"> <li>Subscriptions: Second Friday (or the next Business Day if Friday is not a Business Day) and the last Business Day in a month</li> <li>Redemptions: Second Friday (or the next Business Day if Friday is not a Business Day) and the last Business Day in a month</li> </ul>
Settlement Period of Subscription Amount <sup>3</sup>	3 Business Days after the relevant Dealing Day
Settlement Period of Redemption Amount <sup>3</sup>	3 Business Days after the relevant Dealing Day
Availability of Net Asset Value <sup>4</sup>	The Net Asset Value per Unit will be available 1 Business Day after the relevant Dealing Day

<sup>1</sup> Applies to switches between Unit Classes.

<sup>2</sup> The Management Company may decide to allow subscription and redemption on additional Dealing Days.

<sup>3</sup> Different subscription and redemption procedures may apply if applications are made through distributors.

<sup>4</sup> In circumstances when the underlying prices are not available 1 Business Day after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 15 Business Days after the relevant Dealing Day.

## Unit Class Features

Unit Classes	Minimum Initial Subscription	Minimum Additional Subscription	Minimum Holding Amount	Subscription Charge <sup>5</sup>	Investment Management Fee <sup>5</sup>
A	USD 125,000	USD 10,000	USD 125,000	Nil	1.50%
C	USD 125,000	USD 10,000	USD 125,000	Nil	1.10%
E	USD 500,000	USD 250,000	USD 500,000	Nil	0.85%
F	USD 100,000	USD 50,000	USD 100,000	Up to 1%	1.50%
IF	USD 1,000,000	USD 500,000	USD 1,000,000	Nil	1.10%
I	USD 5,000,000	USD 2,500,000	USD 5,000,000	Nil	Nil

As described in section 2.4. "Suspensions or Deferrals", there may be circumstances in which it would be detrimental to the Sub-Fund to honour all redemption requests in respect of a Dealing Day. The Management Company accordingly reserves the right to take one or more of the courses of action described below. The aim of these provisions is to provide a fair and equitable basis for managing redemptions in the best interests of all investors in Schroder Investment Fund – Flexible Cat Bond:

- (A) the Management Company reserves the right to gate redemptions up to 10% of the total value of Units in issue as described in section 2.4;
- (B) the Management Company may declare that the redemption of some or all Units for which a redemption has been requested will be deferred until the next Dealing Day. However where it is not possible to meet the redemption request on this Dealing Day the Management Company may defer the redemption up to one more consecutive Dealing Day. On each such subsequent Dealing Day, deferred requests relating to the prior Dealing Day will be dealt with in priority to subsequent Dealing Day requests;
- (C) the Management Company may declare a Liquidity Event at its absolute discretion in circumstances where one or more redemptions net of any subscriptions for the same Dealing Day equal more than 15% of the Sub-Fund's Net Asset Value. In the event of the Management Company declaring a Liquidity Event, all redemptions already notified but not yet funded by Schroder Investment Fund – Flexible Cat Bond and all redemptions received subsequent to the Liquidity Event being declared will be deferred for a period of up to 12 months from the date of the declaration of the Liquidity Event;
- (D) in exceptional circumstances, the Management Company may, at its discretion, allocate illiquid investments to one or more Side Pockets (one or more separate portfolios) pending realisation of these investments.

<sup>5</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

# Schroder Investment Fund – Global Credit Opportunities

## Investment objective

The Fund aims to provide capital growth and income by investing in fixed and floating rate securities issued by governments, government agencies, supra-national and corporate issuers worldwide.

## Investment policy

The Fund invests at least two-thirds of its assets indirectly through open-ended Investment Funds investing in fixed and floating rate and high yield securities and securitised investments issued by governments and government agencies supra-national and corporate issuers. These investment may include: securities that have a sub-investment grade credit rating (as measured by Standard & Poor's or any equivalent grade of other credit rating agencies for rated bonds and implied Schrodgers ratings for non-rated securities); securitised investments including but not limited to asset-backed securities (ABS), residential mortgage-backed securities (MBS) and commercial mortgage-backed securities (CMBS) and collateralised loan obligations (CLOs); and convertible securities bonds (including contingent convertible bonds)

The Fund may invest up to 100% of its assets in open-ended Investment Funds.

The Fund may use derivatives long and short with the aim of reducing risk or managing the Fund more efficiently.

The Fund may also invest in money market instruments and hold cash.

## Leverage

### Definition

Leverage is a way for the Sub-Fund to increase its exposure through borrowing of cash or securities and/or the use of financial derivative instruments.

Leverage is expressed as a ratio ('leverage ratio') between the exposure of the Sub-Fund and its Net Asset Value.

The leverage ratio is calculated in accordance with two methodologies for calculating the exposure of the Sub-Fund, the gross method and the commitment method as summarized in the below table.

The two ratios resulting from applying the gross or commitment methodology for calculating the exposure of the Sub-Fund supplement each other and provide a distinct representation of leverage.

Gross leverage is a conservative way of representing leverage as it does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Sub-Fund.
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Sub-Fund risk.

As a result, a Sub-Fund that exhibits a high level of gross leverage is not necessarily riskier than a Sub-Fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of the Sub-Fund as it allows for hedging and netting arrangements under certain conditions.

By convention, the leverage ratio is expressed as a fraction. A leverage ratio of 1 or below means the Sub-Fund is unleveraged whereas a leverage ratio above 1 indicates the Sub-Fund is leveraged.

### Circumstances in which the Sub-Fund may use leverage and types and sources of leverage permitted

Financial derivative instruments could be employed to generate additional exposure - leverage.

### Maximum level of leverage

Leverage ratio	Maximum leverage ratio
'Gross leverage ratio'	2
'Commitment leverage ratio'	1.2

### Liquidity risk management

The Management Company has established a liquidity risk process to assess and monitor the liquidity risk profile of the Sub-Fund on an on-going basis. This includes a liquidity stress test scenario combining a strong reduction in the market liquidity with large outflows. Due to the lack of publicly available data on trading volumes for insurance linked securities, the monitoring relies on an internal model to assess market liquidity.

In exceptional circumstances such as market liquidity dislocation and in the best interest of the Sub-Fund and its Unitholders, the Management Company has implemented special procedures to defer redemption requests on a temporary basis as further detailed under section 2.4 "Suspensions or Deferrals".

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	<p>The exposure calculated under the gross methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for gross exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable.</p> <p>Cash and cash equivalent (including cash borrowing that remain in cash or cash equivalent) held in the base currency of the fund are excluded from the exposure calculation.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

Leverage ratio	Exposure calculation methodology
'Commitment leverage ratio'	<p>The exposure calculated with the commitment methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for commitment exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable. Under this method, netting and hedging arrangements can be taken into consideration under certain conditions.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

## Fund Characteristics

Base Currency	GBP
Investment Manager	Schroder Investment Management Limited
Dealing Cut-Off Time	<ul style="list-style-type: none"> <li>Subscriptions and switches<sup>1</sup>: 15:00, 6 Business Days prior to the relevant Dealing Day</li> <li>Redemptions: 15:00, 80 Business Days prior to the relevant Dealing Day</li> </ul>
Dealing Frequency / Dealing Day <sup>2</sup>	<ul style="list-style-type: none"> <li>Subscriptions: the last Business Day in each month</li> <li>Redemptions: the last Business Day in each quarter (March, June, September and December)</li> </ul>
Settlement Period of Subscription Amount <sup>3</sup>	2 Business Days prior to the relevant Dealing Day
Settlement Period of Redemption Amount <sup>3</sup>	13 Business Days after the relevant Dealing Day
Availability of Net Asset Value <sup>5</sup>	The Net Asset Value per Unit will ordinarily be available 10 Business Days after the relevant Dealing Day

## Unit Class Features

Unit Classes	Minimum Initial Subscription	Minimum Additional Subscription	Minimum Holding Amount	Subscription Charge <sup>6</sup>	Investment Management Fee <sup>5</sup>
IF	GBP 1,000,000	GBP 500,000	GBP 1,000,000	Nil	0.60%
I	GBP 1,000,000	GBP 500,000	GBP 1,000,000	Nil	Nil

As described in section 2.4. "Suspensions or Deferrals", there may be circumstances in which it would be detrimental to the Sub-Fund to honour all redemption requests in respect of a Dealing Day. The Management Company accordingly reserves the right to take one or more of the courses of action described below. The aim of these provisions is to provide a fair and equitable basis for managing redemptions in the best interests of all investors in Schroder Investment Fund – Global Credit Opportunities:

- the Management Company reserves the right to gate redemptions up to 10% of the total value of Units in issue as described in section 2.4;
- the Management Company may declare that the redemption of some or all Units for which a redemption has been requested will be deferred until the next Dealing Day. However where it is not possible to meet the redemption request on this Dealing Day the Management Company may defer the redemption up to one more consecutive Dealing Day. On each such subsequent Dealing Day, deferred requests relating to the prior Dealing Day will be dealt with in priority to subsequent Dealing Day requests;
- the Management Company may declare a Liquidity Event at its absolute discretion in circumstances where one or more redemptions net of any subscriptions for the same Dealing Day equal more than 15% of the Sub-Fund's Net Asset Value. In the event of the Management Company declaring a Liquidity Event, all redemptions already notified but not yet funded by Schroder Investment Fund – Global Credit Opportunities and all redemptions received subsequent to the Liquidity Event being declared will be deferred for a period of up to 12 months from the date of the declaration of the Liquidity Event;

<sup>1</sup> Applies to switches between Unit Classes.

<sup>2</sup> The Management Company may decide to allow subscription and redemption on additional Dealing Days.

<sup>3</sup> Different subscription and redemption procedures may apply if applications are made through distributors.

<sup>3</sup> Different subscription and redemption procedures may apply if applications are made through distributors.

<sup>5</sup> In circumstances when the underlying prices are not available 1 Business Day after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 15 Business Days after the relevant Dealing Day.

<sup>6</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

<sup>5</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.



(D) in exceptional circumstances, the Management Company may, at its discretion, allocate illiquid investments to one or more Side Pockets (one or more separate portfolios) pending realisation of these investments.

## Closed Ended Sub-Funds

# Schroder Investment Fund – Life Insurance Linked I

### Duration

The Sub-Fund is created for a duration of ten years subject to three one-year extensions, as further described hereafter under section "Fund Characteristics", "Duration".

### Investment objective

The Sub-Fund aims to provide capital growth and income by investing in life insurance-linked securities worldwide.

### Investment policy

The Sub-Fund invests at least two thirds of its assets in securities that are related to life insurance risks worldwide (known as life insurance-linked securities).

The Sub-Fund will provide exposure to life and health insurance risks, primarily relating to mortality, morbidity and persistency risks and the credit risk associated with sponsors of underlying transactions.

The Sub-Fund will not invest in life settlements or instruments linked to stand-alone longevity risk.

The Sub-Fund invests directly by purchasing physical holdings and/or indirectly through derivatives. The Sub-Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Sub-Fund more efficiently.

Where the Sub-Fund uses total return swaps, contracts for difference, repurchase or reverse repurchase transactions, the underlying consists of instruments in which the Sub-Fund may invest according to its Investment Objective and investment policy. In particular, total return swaps and contracts for difference may be used to hedge market risk and repurchase or reverse repurchase transactions may be used to provide leverage or bridge financing. The gross exposure of total return swaps, contracts for difference, repurchase or reverse repurchase transactions will not exceed 30% of the Committed Capital and is expected to remain within the range of 0% to 10% of Committed Capital. In certain circumstances this proportion may be higher.

The Sub-Fund may also invest in money-market instruments and hold cash.

### Leverage

#### Definition

Leverage is a way for the Sub-Fund to increase its exposure through borrowing of cash or securities and/or the use of financial derivative instruments.

Leverage is expressed as a ratio ('leverage ratio') between the exposure of the Sub-Fund and its Net Asset Value.

The leverage ratio is calculated in accordance with two methodologies for calculating the exposure of the Sub-Fund, the gross method and the commitment method as summarized in the below table.

The two ratios resulting from applying the gross or commitment methodology for calculating the exposure of the Sub-Fund supplement each other and provide a distinct representation of leverage.

Gross leverage is a conservative way of representing leverage as it does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Sub-Fund.
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Sub-Fund risk.

As a result, a Sub-Fund that exhibits a high level of gross leverage is not necessarily riskier than a Sub-Fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of the Sub-Fund as it allows for hedging and netting arrangements under certain conditions.

By convention, the leverage ratio is expressed as a fraction. A leverage ratio of 1 or below means the Sub-Fund is unleveraged whereas a leverage ratio above 1 indicates the Sub-Fund is leveraged.

### Circumstances in which the Sub-Fund may use leverage and types and sources of leverage permitted

Financial derivative instruments could be employed to generate additional exposure - leverage.

#### Maximum level of leverage

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	3.5
'Commitment leverage ratio'	2.5

The Sub-Fund may have a higher level of leverage during the first 18 months of the Investment Period. In such a case, the expected maximum level of leverage applicable during that period will be made available at the registered office of the Management Company.

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	<p>The exposure calculated under the gross methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for gross exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable.</p> <p>Cash and cash equivalent (including cash borrowing that remain in cash or cash equivalent) held in the base currency of the fund are excluded from the exposure calculation.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>
'Commitment leverage ratio'	<p>The exposure calculated with the commitment methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for commitment exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable. Under this method, netting and hedging arrangements can be taken into consideration under certain conditions.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

## Fund Characteristics

Base Currency	GBP
Duration	<p>10 years from the last day of the month of the First Closing subject to three one-year extension as determined by the Management Company, at its discretion.</p> <p>At the expiry of the term, the Sub-Fund shall be liquidated.</p>
Investment Manager	Schroder Investment Management (Switzerland) AG
Availability of Net Asset Value	The Net Asset Value per Unit will ordinarily be available 10 Business Days after the last Business Day of each calendar month

## Unit Class Features

Unit Classes	Minimum Initial Commitment	Subscription Charge <sup>1</sup>	Investment Management Fee
I	GBP 1,000,000	N/A	N/A
IF	GBP 1,000,000	N/A	0.60%

## Commitments and Drawdowns:

Investment Period	<p>Two years from the First Closing or the Subsequent Closing, as the case may be, subject to a one year extension at the discretion of the Management Company,</p> <p>During a period not exceeding 2 years following the First Closing and during a disinvestment period, the Sub-Fund may depart from the relevant investment restrictions and borrowing powers disclosed in Appendix I.</p>
Additional Commitments	Unitholders may request from time to time to increase their Commitment by submitting an additional Commitment Agreement to the Fund. If approved by the Management Company at its absolute discretion, the Management Company will communicate to the Unitholders an approximate timetable for implementing the requested increase.
First Closing	The First Closing will be decided by the Management Company at its discretion
Closings and Drawdowns	<p>The Management Company may, at its sole discretion, decide to hold further Closings at any time.</p> <p>Units will be issued in accordance with the procedure described under "Issue of Units following Closings and Drawdowns" below. The amount of the Initial Drawdown will be deducted from the Undrawn Commitment.</p> <p>In addition to their respective amount of Initial Drawdown, new investors making Commitments at a Subsequent Closing will be subject to a Drawdown of an amount equivalent to their pro rata portion of the total Commitment already drawn down from existing Unitholders.</p>

<sup>1</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

Additional Contributions and Return of Distributions	In addition to any other obligations to make capital contributions, Unitholders may at any time be required to make capital contributions and to return distributions previously received to the Sub-Fund (i) to satisfy any obligations (including, contribution obligations) under any agreement entered into by the Sub-Fund in the context of any portfolio investment, or (ii) to meet any other of the Sub-Fund's indemnification and other obligations, or (iii) to pay any fees and expenses related to the Sub-Fund.
Issue of Units following Closings and Drawdowns	<p>First Closing</p> <p>Upon the payment of Commitment pursuant to the First Closing, Units will be issued at the Initial Offer Price, which shall be determined by the Management Company.</p> <p>Subsequent Closing</p> <p>In respect of Subsequent Closing, Unit will be issued at a price equal to the Net Asset Value per Unit as at the Valuation Day immediately preceding the relevant Closing,</p> <p>If the Management Company determines, based on the advice available to it, that the Net Asset Value of the Sub-Fund has materially changed between the previous Valuation Day and the date of the relevant Closing or Drawdown (as applicable), the Management Company may at its discretion take such corrective action, if any, as it deems appropriate, to ensure that the Units will be valued at their fair value as determined in good faith.</p>
Borrowings	Borrowings may be used for investment purposes.

## Distributions

Distributions	<p>Units I and IF are Distribution Units and have an objective of distributing to Unitholders on a quarterly basis.</p> <p>Net proceeds attributable to the disposition of a portfolio investment, distributions in kind of securities, and any dividends, interest or other income received with respect to the portfolio of the Sub-Fund, may be reinvested or distributed at the discretion of the Management Company, in consultation with the Investment Manager. The Management Company, in consultation with the Investment Manager, may determine to make distributions, taking into account the interests of the Sub-Fund and the Unitholders</p>
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# Schroder Investment Fund – Life Insurance Linked II

## Duration

The Sub-Fund is created for a duration of ten years subject to three one-year extensions, as further described hereafter under section "Fund Characteristics", "Duration".

## Investment objective

The Sub-Fund aims to provide capital growth and income by investing in life insurance-linked securities worldwide.

## Investment policy

The Sub-Fund invests at least two thirds of its assets in securities that are related to life insurance risks worldwide (known as life insurance-linked securities).

The Sub-Fund will provide exposure to life and health insurance risks, primarily relating to mortality, morbidity and persistency risks and the credit risk associated with sponsors of underlying transactions.

The Sub-Fund will not invest in life settlements or instruments linked to stand-alone longevity risk.

The Sub-Fund invests directly by purchasing physical holdings and/or indirectly through derivatives. The Sub-Fund may use derivatives with the aim of achieving investment gains, reducing risk or managing the Sub-Fund more efficiently.

Where the Sub-Fund uses total return swaps, contracts for difference, repurchase or reverse repurchase transactions, the underlying consists of instruments in which the Sub-Fund may invest according to its Investment Objective and investment policy. In particular, total return swaps and contracts for difference may be used to hedge market risk and repurchase or reverse repurchase transactions may be used to provide leverage or bridge financing. The gross exposure of total return swaps, contracts for difference, repurchase or reverse repurchase transactions will not exceed 30% of the Committed Capital and is expected to remain within the range of 0% to 10% of Committed Capital. In certain circumstances this proportion may be higher.

The Sub-Fund may also invest in money-market instruments and hold cash.

## Leverage

### Definition

Leverage is a way for the Sub-Fund to increase its exposure through borrowing of cash or securities and/or the use of financial derivative instruments.

Leverage is expressed as a ratio ('leverage ratio') between the exposure of the Sub-Fund and its Net Asset Value.

The leverage ratio is calculated in accordance with two methodologies for calculating the exposure of the Sub-Fund, the gross method and the commitment method as summarized in the below table.

The two ratios resulting from applying the gross or commitment methodology for calculating the exposure of the Sub-Fund supplement each other and provide a distinct representation of leverage.

Gross leverage is a conservative way of representing leverage as it does not:

- make a distinction between financial derivative instruments that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for the Sub-Fund.
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do not increase or only cause a moderate increase of the overall Sub-Fund risk.

As a result, a Sub-Fund that exhibits a high level of gross leverage is not necessarily riskier than a Sub-Fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of the Sub-Fund as it allows for hedging and netting arrangements under certain conditions.

By convention, the leverage ratio is expressed as a fraction. A leverage ratio of 1 or below means the Sub-Fund is unleveraged whereas a leverage ratio above 1 indicates the Sub-Fund is leveraged.

### Circumstances in which the Sub-Fund may use leverage and types and sources of leverage permitted

Financial derivative instruments could be employed to generate additional exposure - leverage.

### Maximum level of leverage

Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	3.5
'Commitment leverage ratio'	2.5

The Sub-Fund may have a higher level of leverage during the first 18 months of the Investment Period. In such a case, the expected maximum level of leverage applicable during that period will be made available at the registered office of the Management Company.



Leverage ratio	Exposure calculation methodology
'Gross leverage ratio'	<p>The exposure calculated under the gross methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for gross exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable.</p> <p>Cash and cash equivalent (including cash borrowing that remain in cash or cash equivalent) held in the base currency of the fund are excluded from the exposure calculation.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>
'Commitment leverage ratio'	<p>The exposure calculated with the commitment methodology consists of (i) the sum of the absolute values of all positions, (ii) the sum of the equivalent positions in the underlying assets of all financial derivative instruments entered into by the Sub-Fund in accordance with the conversion methodologies for commitment exposure calculation, (iii) the exposure resulting from the reinvestment of cash borrowings where applicable and (iv) the exposure resulting from the reinvestment of collateral in relation to efficient portfolio management transactions where applicable. Under this method, netting and hedging arrangements can be taken into consideration under certain conditions.</p> <p>The ratio to which the above exposure is applied is the total assets (as calculated by the respective methodologies) divided by total net assets (as calculated in accordance with the Prospectus).</p>

## Fund Characteristics

Base Currency	EUR
Duration	<p>10 years from the last day of the month of the First Closing subject to three one-year extension as determined by the Management Company, at its discretion.</p> <p>At the expiry of the term, the Sub-Fund shall be liquidated.</p>
Investment Manager	Schroder Investment Management (Switzerland) AG
Availability of Net Asset Value	The Net Asset Value per Unit will ordinarily be available 10 Business Days after the last Business Day of each calendar month

## Unit Class Features

Unit Classes	Minimum Initial Commitment	Subscription Charge <sup>1</sup>	Investment Management Fee
I	EUR 1,000,000	N/A	N/A
IF	EUR 1,000,000	N/A	0.60%

## Commitments and Drawdowns:

Investment Period	<p>Two years from the First Closing or the Subsequent Closing, as the case may be, subject to a one year extension at the discretion of the Management Company,</p> <p>During a period not exceeding 2 years following the First Closing and during a disinvestment period, the Sub-Fund may depart from the relevant investment restrictions and borrowing powers disclosed in Appendix I.</p>
Additional Commitments	Unitholders may request from time to time to increase their Commitment by submitting an additional Commitment Agreement to the Fund. If approved by the Management Company at its absolute discretion, the Management Company will communicate to the Unitholders an approximate timetable for implementing the requested increase.
First Closing	The First Closing will be decided by the Management Company at its discretion
Closings and Drawdowns	<p>The Management Company may, at its sole discretion, decide to hold further Closings at any time.</p> <p>Units will be issued in accordance with the procedure described under "Issue of Units following Closings and Drawdowns" below. The amount of the Initial Drawdown will be deducted from the Undrawn Commitment.</p> <p>In addition to their respective amount of Initial Drawdown, new investors making Commitments at a Subsequent Closing will be subject to a Drawdown of an amount equivalent to their pro rata portion of the total Commitment already drawn down from existing Unitholders.</p>

<sup>1</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

Additional Contributions and Return of Distributions	In addition to any other obligations to make capital contributions, Unitholders may at any time be required to make capital contributions and to return distributions previously received to the Sub-Fund (i) to satisfy any obligations (including, contribution obligations) under any agreement entered into by the Sub-Fund in the context of any portfolio investment, or (ii) to meet any other of the Sub-Fund's indemnification and other obligations, or (iii) to pay any fees and expenses related to the Sub-Fund.
Issue of Units following Closings and Drawdowns	<p><i>First Closing</i></p> <p>Upon the payment of Commitment pursuant to the First Closing, Units will be issued at the Initial Offer Price, which shall be determined by the Management Company.</p> <p><i>Subsequent Closing</i></p> <p>In respect of Subsequent Closing, Unit will be issued at a price equal to the Net Asset Value per Unit as at the Valuation Day immediately preceding the relevant Closing,</p> <p>If the Management Company determines, based on the advice available to it, that the Net Asset Value of the Sub-Fund has materially changed between the previous Valuation Day and the date of the relevant Closing or Drawdown (as applicable), the Management Company may at its discretion take such corrective action, if any, as it deems appropriate, to ensure that the Units will be valued at their fair value as determined in good faith.</p>
Borrowings	Borrowings may be used for investment purposes.

## Distributions

Distributions	<p>Units I and IF are Distribution Units and have an objective of distributing to Unitholders on a quarterly basis.</p> <p>Net proceeds attributable to the disposition of a portfolio investment, distributions in kind of securities, and any dividends, interest or other income received with respect to the portfolio of the Sub-Fund, may be reinvested or distributed at the discretion of the Management Company, in consultation with the Investment Manager. The Management Company, in consultation with the Investment Manager, may determine to make distributions, taking into account the interests of the Sub-Fund and the Unitholders</p>
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# Appendix IV

## Redemption Series

### Core Insurance Linked Securities Redemption Series

#### Purpose

The purpose of the Core Insurance Linked Securities Redemption Series is to provide a fair and equitable basis for managing redemptions from the Schroder Investment Fund – Core Insurance Linked Securities, which is in the best interests of all investors.

By operating the Core Insurance Linked Securities Redemption Series in the manner described below, it is intended to protect Unitholders from being adversely affected where Schroder Investment Fund – Core Insurance Linked Securities receives redemption requests it is not able to meet out of its liquid assets, in particular without:

- (A) distorting its asset allocation to unintended investment risk;
- (B) causing a disadvantage to the remaining Unitholders as the Sub-Fund becomes less liquid;
- (C) reducing its ability to operate in the manner prescribed in this Prospectus.

#### Operation

A Sub-Fund in the Core Insurance Linked Securities Redemption Series will be launched on each Dealing Day of Schroder Investment Fund – Core Insurance Linked Securities in circumstances where that Sub-Fund is not sufficiently liquid to meet all of the redemption requests received by the Management Company in a specific dealing period without prejudicing non-redeeming investors.

In this instance, the Management Company may declare that the proportion of the liquid assets attributable to the Units being redeemed, are paid to the redeeming investor. For the Illiquid Assets attributable to the Units being redeemed, the Unitholder will be deemed to have instructed the Management Company to transfer the Illiquid Assets (plus a provision to cover commitments and foreseeable costs and expenses) to a new Sub-Fund within the Core Insurance Linked Securities Redemption Series and will be issued with Units in this Sub-Fund in exchange. Such an exchange of Units may be a taxable event and Unitholders may be subject to tax on the capital gains earned from the investment in accordance with the laws in force in their country of origin.

The proportion of Illiquid Assets represented by the Units being switched for Units in the Core Insurance Linked Securities Redemption Series Sub-Fund will be valued in accordance with the principles set out in Section 2.3 and will be transferred either through the transfer of economic interest or through the transfer of legal title from the Schroder Investment Fund - Core Insurance Linked Securities to the Core Insurance Linked Securities Redemption Series Sub-Fund together with any commitments relating to those Illiquid Assets and a provision to cover these commitments and foreseeable costs and expenses. Any costs relating to the transfer of Illiquid Assets will be deducted from the relevant Core

Insurance Linked Securities Redemption Series Sub-Fund and will be reflected in the value of Core Insurance Linked Securities Redemption Series Units issued to investors.

#### Transfer of Commitments relating to Illiquid Assets

Where an Illiquid Asset has an outstanding commitment to subscribe for further investments to which Schroder Investment Fund – Core Insurance Linked Securities has committed when purchasing the Illiquid Asset, an amount representing this commitment (either cash or liquid assets) will be transferred to the Core Insurance Linked Securities Redemption Series with the Illiquid Asset.

Illiquid Assets transferred to the Core Insurance Linked Securities Redemption Series will remain there until such time as they may be realised. Illiquid Assets may be realised at the Management Company's discretion upon maturity, by being reclassified as liquid assets by the Investment Manager, by being sold on the open market or by being transferred back to Schroder Investment Fund – Core Insurance Linked Securities. Any Illiquid Assets transferred back to Schroder Investment Fund – Core Insurance Linked Securities will be valued in accordance with Section 2.3. Where Illiquid Assets to be transferred back to Schroder Investment Fund – Core Insurance Linked Securities have a cash funded commitment, the commitment will be transferred back with the Illiquid Asset but the cash will be retained by the Core Insurance Linked Securities Redemption Series Sub-Fund and paid out pro rata to Unitholders of the relevant Core Insurance Linked Securities Redemption Series Sub-Fund with the proceeds from the Illiquid Asset transfer on the basis that such cash represents client assets that were part of the initial transfer price of the Illiquid Assets to the Core Insurance Linked Securities Redemption Series.

#### Total Return Contract

Where Illiquid Assets and commitments relating to Illiquid Assets are transferred from Schroder Investment Fund – Core Insurance Linked Securities to the Core Insurance Linked Securities Redemption Series, this transfer will either operate as a transfer of legal title or as a transfer of economic interest only. Where the transfer operates as a transfer of economic interest, Schroder Investment Fund – Core Insurance Linked Securities shall enter into a total return contract with the relevant Sub-Fund in the Core Insurance Linked Securities Redemption Series.

#### Subscriptions

Direct subscription into the Core Insurance Linked Securities Redemption Series is not permitted. Units will only be issued to Unitholders in exchange for Units from the Schroder Investment Fund – Core Insurance Linked Securities as described in Section 2.2.

## Redemptions

Investors in the Core Insurance Linked Securities Redemption Series are not permitted to directly instruct the Management Company to redeem or switch their Units and will only receive their total redemption proceeds when the underlying investments are realised. Any income relating to the assets of the Core Insurance Linked Securities Redemption Series will be paid out to investors or reinvested at the Management Company's discretion. Once underlying investments are realised, the Management Company will compulsorily redeem investors' Units on the next Dealing Day.

## Investment Objective of each Core Insurance Linked Securities Redemption Sub-Fund

The Investment Manager will endeavour to increase liquidity over time by realising the Sub-Funds' assets after meeting any future commitments of those assets.

The Sub-Funds' exposure will correspond to the illiquid investments being redeemed from Schroder Investment Fund – Core Insurance Linked Securities at a specific Dealing Day and could include, but is not limited to, Illiquid Assets such as catastrophe bonds, insurance-linked notes, investments in collateralised reinsurance contracts or over-the-counter financial derivatives with (re)insurance risk instruments as the underlying assets.

The redemption proceeds in these Sub-Funds will only be available when the underlying investments are realised. The nature of the underlying assets means that illiquidity may be an inherent characteristic or it may be a temporary phenomenon due to unforeseen circumstances and investors may not receive the total value of their investment for a number of years.

## Fund Characteristics

Base Currency	USD
Investment Manager	Schroder Investment Management (Switzerland) AG
Availability of Net Asset Value <sup>1</sup>	The Net Asset Value per Unit will be available ordinarily 10 Business Days after the relevant Dealing Day

## Unit Class Features

Unit Classes	Investment Management Fee <sup>2</sup>
I	Nil
K	Up to 1.50%
M	Up to 1.25%

<sup>1</sup> In circumstances when the underlying prices are not available 15 Business Days after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 40 Business Days after the relevant Dealing Day.

<sup>2</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

# Core Insurance Linked Securities Redemption Series 2<sup>1</sup>

## Purpose

The purpose of the Core Insurance Linked Securities Redemption Series 2 is to provide a fair and equitable basis for managing redemptions from the Schroder Investment Fund – Core Insurance Linked Securities, which is in the best interests of all investors.

By operating the Core Insurance Linked Securities Redemption Series 2 in the manner described below, it is intended to protect Unitholders from being adversely affected where Schroder Investment Fund – Core Insurance Linked Securities receives redemption requests it is not able to meet out of its liquid assets, in particular without:

- (A) distorting its asset allocation to unintended investment risk;
- (B) causing a disadvantage to the remaining Unitholders as the Sub-Fund becomes less liquid;
- (C) reducing its ability to operate in the manner prescribed in this Prospectus.

## Operation

A Sub-Fund in the Core Insurance Linked Securities Redemption Series 2 will be launched on each Dealing Day of Schroder Investment Fund – Core Insurance Linked Securities in circumstances where that Sub-Fund is not sufficiently liquid to meet all of the redemption requests received by the Management Company in a specific dealing period without prejudicing non-redeeming investors.

In this instance, the Management Company may declare that the proportion of the liquid assets attributable to the Units being redeemed, are paid to the redeeming investor. For the Illiquid Assets attributable to the Units being redeemed, the Unitholder will be deemed to have instructed the Management Company to transfer the Illiquid Assets (plus a provision to cover commitments and foreseeable costs and expenses) to a new Sub-Fund within the Core Insurance Linked Securities Redemption Series 2 and will be issued with Units in this Sub-Fund in exchange. Such an exchange of Units may be a taxable event and Unitholders may be subject to tax on the capital gains earned from the investment in accordance with the laws in force in their country of origin.

The proportion of Illiquid Assets represented by the Units being switched for Units in the Core Insurance Linked Securities Redemption Series 2 Sub-Fund will be valued in accordance with the principles set out in Section 2.3 and will be transferred either through the transfer of economic interest or through the transfer of legal title from the Schroder Investment Fund - Core Insurance Linked Securities to the Core Insurance Linked Securities Redemption Series Sub-Fund 2 together with any commitments relating to those Illiquid Assets and a provision to cover these commitments and foreseeable costs and expenses. Any costs relating to the transfer of Illiquid Assets will be deducted from the relevant Core Insurance Linked Securities Redemption Series 2 Sub-Fund and will be reflected in the value of Core Insurance Linked Securities Redemption Series 2 Units issued to investors.

## Transfer of Commitments relating to Illiquid Assets

Where an Illiquid Asset has an outstanding commitment to subscribe for further investments to which Schroder Investment Fund – Core Insurance Linked Securities has committed when purchasing the Illiquid Asset, an amount representing this commitment (either cash or liquid assets) will be transferred to the Core Insurance Linked Securities Redemption Series 2 with the Illiquid Asset.

Illiquid Assets transferred to the Core Insurance Linked Securities Redemption Series 2 will remain there until such time as they may be realised. Illiquid Assets may be realised at the Management Company's discretion upon maturity, by being reclassified as liquid assets by the Investment Manager, by being sold on the open market or by being transferred back to Schroder Investment Fund – Core Insurance Linked Securities. Any Illiquid Assets transferred back to Schroder Investment Fund – Core Insurance Linked Securities will be valued in accordance with Section 2.3. Where Illiquid Assets to be transferred back to Schroder Investment Fund – Core Insurance Linked Securities have a cash funded commitment, the commitment will be transferred back with the Illiquid Asset but the cash will be retained by the Core Insurance Linked Securities Redemption Series 2 Sub-Fund and paid out pro rata to Unitholders of the relevant Core Insurance Linked Securities Redemption Series 2 Sub-Fund with the proceeds from the Illiquid Asset transfer on the basis that such cash represents client assets that were part of the initial transfer price of the Illiquid Assets to the Core Insurance Linked Securities Redemption Series 2.

## Total Return Contract

Where Illiquid Assets and commitments relating to Illiquid Assets are transferred from Schroder Investment Fund – Core Insurance Linked Securities 2 to the Core Insurance Linked Securities Redemption Series, this transfer will either operate as a transfer of legal title or as a transfer of economic interest only. Where the transfer operates as a transfer of economic interest, Schroder Investment Fund – Core Insurance Linked Securities shall enter into a total return contract with the relevant Sub-Fund in the Core Insurance Linked Securities Redemption Series 2.

## Subscriptions

Direct subscription into the Core Insurance Linked Securities Redemption Series is not permitted. Units will only be issued to Unitholders in exchange for Units from the Schroder Investment Fund – Core Insurance Linked Securities as described in Section 2.2.

## Redemptions

Investors in the Core Insurance Linked Securities Redemption Series are not permitted to directly instruct the Management Company to redeem or switch their Units and will only receive their total redemption proceeds when the underlying investments are realised. Any income relating to the assets of the Core Insurance Linked Securities Redemption Series will be paid out to investors or reinvested at the Management Company's discretion. Once

<sup>1</sup> The Core Insurance Linked Securities Redemption Series 2 may be implemented at the Management Company's discretion.



underlying investments are realised, the Management Company will compulsorily redeem investors' Units on the next Dealing Day.

### Investment Objective of Core Insurance Linked Securities Redemption Series 2 Sub-Fund

The Investment Manager will endeavour to increase liquidity over time by realising the Sub-Fund's assets after meeting any future commitments of those assets.

The Sub-Fund's exposure will correspond to the illiquid investments being redeemed from Schroder Investment Fund – Core Insurance Linked Securities at a specific Dealing

Day and could include, but is not limited to, Illiquid Assets such as catastrophe bonds, insurance-linked notes, investments in collateralised reinsurance contracts or over-the-counter financial derivatives with (re)insurance risk instruments as the underlying assets.

The redemption proceeds in this Sub-Fund will only be available when the underlying investments are realised. The nature of the underlying assets means that illiquidity may be an inherent characteristic or it may be a temporary phenomenon due to unforeseen circumstances and investors may not receive the total value of their investment for a number of years.

### Fund Characteristics

Base Currency	USD
Investment Manager	Schroder Investment Management (Switzerland) AG
Availability of Net Asset Value <sup>2</sup>	The Net Asset Value per Unit will be available ordinarily 10 Business Days after the relevant Dealing Day

### Unit Class Features

Unit Classes	Investment Management Fee <sup>3</sup>
I	Nil
K	Up to 1.50%
M	Up to 1.25%

<sup>2</sup> In circumstances when the underlying prices are not available 15 Business Days after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 40 Business Days after the relevant Dealing Day.

<sup>3</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

# Core Insurance Linked Securities II Redemption Series<sup>1</sup>

## Purpose

The purpose of the Core Insurance Linked Securities II Redemption Series is to provide a fair and equitable basis for managing redemptions from the Schroder Investment Fund – Core Insurance Linked Securities II, which is in the best interests of all investors.

By operating the Core Insurance Linked Securities II Redemption Series in the manner described below, it is intended to protect Unitholders from being adversely affected where Schroder Investment Fund – Core Insurance Linked Securities II receives redemption requests it is not able to meet out of its liquid assets, in particular without:

- (A) distorting its asset allocation to unintended investment risk;
- (B) causing a disadvantage to the remaining Unitholders as the Sub-Fund becomes less liquid;
- (C) reducing its ability to operate in the manner prescribed in this Prospectus.

## Operation

A Sub-Fund in the Core Insurance Linked Securities II Redemption Series will be launched on each Dealing Day of Schroder Investment Fund – Core Insurance Linked Securities II in circumstances where that Sub-Fund is not sufficiently liquid to meet all of the redemption requests received by the Management Company in a specific dealing period without prejudicing non-redeeming investors.

In this instance, the Management Company may declare that the proportion of the liquid assets attributable to the Units being redeemed, are paid to the redeeming investor. For the Illiquid Assets attributable to the Units being redeemed, the Unitholder will be deemed to have instructed the Management Company to transfer the Illiquid Assets (plus a provision to cover commitments and foreseeable costs and expenses) to a new Sub-Fund within the Core Insurance Linked Securities II Redemption Series and will be issued with Units in this Sub-Fund in exchange. Such an exchange of Units may be a taxable event and Unitholders may be subject to tax on the capital gains earned from the investment in accordance with the laws in force in their country of origin.

The proportion of Illiquid Assets represented by the Units being switched for Units in the Core Insurance Linked Securities II Redemption Series Sub-Fund will be valued in accordance with the principles set out in Section 2.3 and will be transferred either through the transfer of economic interest or through the transfer of legal title from the Schroder Investment Fund – Core Insurance Linked Securities II to the Core Insurance Linked Securities II Redemption Series Sub-Fund together with any commitments relating to those Illiquid Assets and a provision to cover these commitments and foreseeable costs and expenses. Any costs relating to the transfer of Illiquid Assets will be deducted from the relevant Core Insurance Linked Securities II Redemption Series Sub-Fund and will be reflected in the value of Core Insurance Linked Securities II Redemption Series Units issued to investors.

## Transfer of Commitments relating to Illiquid Assets

Where an Illiquid Asset has an outstanding commitment to subscribe for further investments to which Schroder Investment Fund – Core Insurance Linked Securities II has committed when purchasing the Illiquid Asset, an amount representing this commitment (either cash or liquid assets) will be transferred to the Core Insurance Linked Securities II Redemption Series with the Illiquid Asset.

Illiquid Assets transferred to the Core Insurance Linked Securities II Redemption Series will remain there until such time as they may be realised. Illiquid Assets may be realised at the Management Company's discretion upon maturity, by being reclassified as liquid assets by the Investment Manager, by being sold on the open market or by being transferred back to Schroder Investment Fund – Core Insurance Linked Securities II. Any Illiquid Assets transferred back to Schroder Investment Fund – Core Insurance Linked Securities II will be valued in accordance with Section 2.3. Where Illiquid Assets to be transferred back to Schroder Investment Fund – Core Insurance Linked Securities II have a cash funded commitment, the commitment will be transferred back with the Illiquid Asset but the cash will be retained by the Core Insurance Linked Securities II Redemption Series Sub-Fund and paid out pro rata to Unitholders of the relevant Core Insurance Linked Securities II Redemption Series Sub-Fund with the proceeds from the Illiquid Asset transfer on the basis that such cash represents client assets that were part of the initial transfer price of the Illiquid Assets to the Core Insurance Linked Securities II Redemption Series.

## Total Return Contract

Where Illiquid Assets and commitments relating to Illiquid Assets are transferred from Schroder Investment Fund – Core Insurance Linked Securities II to the Core Insurance Linked Securities II Redemption Series, this transfer will either operate as a transfer of legal title or as a transfer of economic interest only. Where the transfer operates as a transfer of economic interest, Schroder Investment Fund – Core Insurance Linked Securities II shall enter into a total return contract with the relevant Sub-Fund in the Core Insurance Linked Securities II Redemption Series.

## Subscriptions

Direct subscription into the Core Insurance Linked Securities II Redemption Series is not permitted. Units will only be issued to Unitholders in exchange for Units from the Schroder Investment Fund – Core Insurance Linked Securities II as described in Section 2.2.

## Redemptions

Investors in the Core Insurance Linked Securities II Redemption Series are not permitted to directly instruct the Management Company to redeem or switch their Units and will only receive their total redemption proceeds when the underlying investments are realised. Any income relating to the assets of the Core Insurance Linked Securities II Redemption Series will be paid out to investors or reinvested at the Management Company's discretion. Once

<sup>1</sup> The Core Insurance Linked Securities II Redemption Series may be implemented at the Management Company's discretion.

underlying investments are realised, the Management Company will compulsorily redeem investors' Units on the next Dealing Day.

### Investment Objective of each Core Insurance Linked Securities II Redemption Sub-Fund

The Investment Manager will endeavour to increase liquidity over time by realising the Sub-Funds' assets after meeting any future commitments of those assets.

The Sub-Funds' exposure will correspond to the illiquid investments being redeemed from Schroder Investment Fund – Core Insurance Linked Securities II at a specific

Dealing Day and could include, but is not limited to, Illiquid Assets such as catastrophe bonds, insurance-linked notes, investments in collateralised reinsurance contracts or over-the-counter financial derivatives with (re)insurance risk instruments as the underlying assets.

The redemption proceeds in these Sub-Funds will only be available when the underlying investments are realised. The nature of the underlying assets means that illiquidity may be an inherent characteristic or it may be a temporary phenomenon due to unforeseen circumstances and investors may not receive the total value of their investment for a number of years.

### Fund Characteristics

Base Currency	USD
Investment Manager	Schroder Investment Management (Switzerland) AG
Availability of Net Asset Value <sup>2</sup>	The Net Asset Value per Unit will be available ordinarily 10 Business Days after the relevant Dealing Day

### Unit Class Features

Unit Classes	Investment Management Fee <sup>3</sup>
I	Nil
K	Up to 1.50%
M	Up to 1.25%

<sup>2</sup> In circumstances when the underlying prices are not available 15 Business Days after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 40 Business Days after the relevant Dealing Day.

<sup>3</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

# Diversified Completion Redemption Series<sup>1</sup>

## Purpose

The purpose of the Diversified Completion Redemption Series is to provide a fair and equitable basis for managing redemptions from the Schroder Investment Fund – Diversified Completion, which is in the best interests of all investors.

By operating the Diversified Completion Redemption Series in the manner described below, it is intended to protect Unitholders from being adversely affected where Schroder Investment Fund – Diversified Completion receives redemption requests it is not able to meet out of its liquid assets, in particular without:

- (A) distorting its asset allocation to unintended investment risk;
- (B) causing a disadvantage to the remaining Unitholders as the Sub-Fund becomes less liquid;
- (C) reducing its ability to operate in the manner prescribed in this Prospectus.

## Operation

A Sub-Fund in the Diversified Completion Redemption Series will be launched on each Dealing Day of Schroder Investment Fund – Diversified Completion in circumstances where that Sub-Fund is not sufficiently liquid to meet all of the redemption requests received by the Management Company in a specific dealing period without prejudicing non-redeeming investors.

In this instance, the Management Company may declare that the proportion of the liquid assets attributable to the Units being redeemed, are paid to the redeeming investor. For the Illiquid Assets attributable to the Units being redeemed, the Unitholder will be deemed to have instructed the Management Company to transfer the Illiquid Assets (plus a provision to cover commitments and foreseeable costs and expenses) to a new Sub-Fund within the Diversified Completion Redemption Series and will be issued with Units in this Sub-Fund in exchange. Such an exchange of Units may be a taxable event and Unitholders may be subject to tax on the capital gains earned from the investment in accordance with the laws in force in their country of origin.

The proportion of Illiquid Assets represented by the Units being switched for Units in the Diversified Completion Redemption Series Sub-Fund will be valued in accordance with the principles set out in Section 2.3 and will be transferred either through the transfer of economic interest or through the transfer of legal title from the Schroder Investment Fund - Diversified Completion to the Diversified Completion Redemption Series Sub-Fund together with any commitments relating to those Illiquid Assets and a provision to cover these commitments and foreseeable costs and expenses. Any costs relating to the transfer of Illiquid Assets will be deducted from the relevant Diversified Completion Redemption Series Sub-Fund and will be reflected in the value of Diversified Completion Redemption Series Units issued to investors.

## Transfer of Commitments relating to Illiquid Assets

Where an Illiquid Asset has an outstanding commitment to subscribe for further investments to which Schroder Investment Fund – Diversified Completion has committed when purchasing the Illiquid Asset, an amount representing this commitment (either cash or liquid assets) will be transferred to the Diversified Completion Redemption Series with the Illiquid Asset.

Illiquid Assets transferred to the Diversified Completion Redemption Series will remain there until such time as they may be realised. Illiquid Assets may be realised at the Management Company's discretion upon maturity, by being reclassified as liquid assets by the Investment Manager, by being sold on the open market or by being transferred back to Schroder Investment Fund – Diversified Completion. Any Illiquid Assets transferred back to Schroder Investment Fund – Diversified Completion will be valued in accordance with Section 2.3. Where Illiquid Assets to be transferred back to Schroder Investment Fund – Diversified Completion have a cash funded commitment, the commitment will be transferred back with the Illiquid Asset but the cash will be retained by the Diversified Completion Redemption Series Sub-Fund and paid out pro rata to Unitholders of the relevant Diversified Completion Redemption Series Sub-Fund with the proceeds from the Illiquid Asset transfer on the basis that such cash represents client assets that were part of the initial transfer price of the Illiquid Assets to the Diversified Completion Redemption Series.

## Total Return Contract

Where Illiquid Assets and commitments relating to Illiquid Assets are transferred from Schroder Investment Fund – Diversified Completion to the Diversified Completion Redemption Series, this transfer will either operate as a transfer of legal title or as a transfer of economic interest only. Where the transfer operates as a transfer of economic interest, Schroder Investment Fund – Diversified Completion shall enter into a total return contract with the relevant Sub-Fund in the Diversified Completion Redemption Series.

## Subscriptions

Direct subscription into the Diversified Completion Redemption Series is not permitted. Units will only be issued to Unitholders in exchange for Units from the Schroder Investment Fund – Diversified Completion as described in Section 2.2.

## Redemptions

Investors in the Diversified Completion Redemption Series are not permitted to directly instruct the Management Company to redeem or switch their Units and will only receive their total redemption proceeds when the underlying investments are realised. Any income relating to the assets of the Diversified Completion Redemption Series will be paid out to investors or reinvested at the Management Company's discretion. Once underlying investments are realised, the Management Company will compulsorily redeem investors' Units on the next Dealing Day.

<sup>1</sup> The Diversified Completion Redemption Series may be implemented at the Management Company's discretion.

## Investment Objective of each Diversified Completion Redemption Sub-Fund

The Investment Manager will endeavour to increase liquidity over time by realising the Sub-Funds' assets after meeting any future commitments of those assets.

The Sub-Funds' exposure will correspond to the illiquid investments being redeemed from Schroder Investment Fund – Diversified Completion at a specific Dealing Day and will include, but is not limited to, Illiquid Assets such as

hedge funds, real estate, private equity, infrastructure, commodities and high yield debt through investment in, inter alia, funds, securities and derivatives.

The redemption proceeds in these Sub-Funds will only be available when the underlying investments are realised. The nature of the underlying assets means that illiquidity may be an inherent characteristic or it may be a temporary phenomenon due to unforeseen circumstances and investors may not receive the total value of their investment for a number of years.

## Fund Characteristics

Base Currency	GBP
Investment Manager	Schroder Investment Management Limited
Availability of Net Asset Value <sup>2</sup>	The Net Asset Value per Unit will be available ordinarily 8 Business Days after the relevant Dealing Day

## Unit Class Features

Unit Classes	Investment Management Fee <sup>3</sup>
I	0.20%
P	0.20%

<sup>2</sup> In circumstances when the underlying prices are not available 27 Business Days after the relevant Dealing Day, the publication of the Net Asset Value may be delayed to a date no later than 40 Business Days after the relevant Dealing Day.

<sup>3</sup> Percentages are stated with reference to the Net Asset Value of the Sub-Fund or relevant Class or the Net Asset Value per Unit, as may be appropriate.

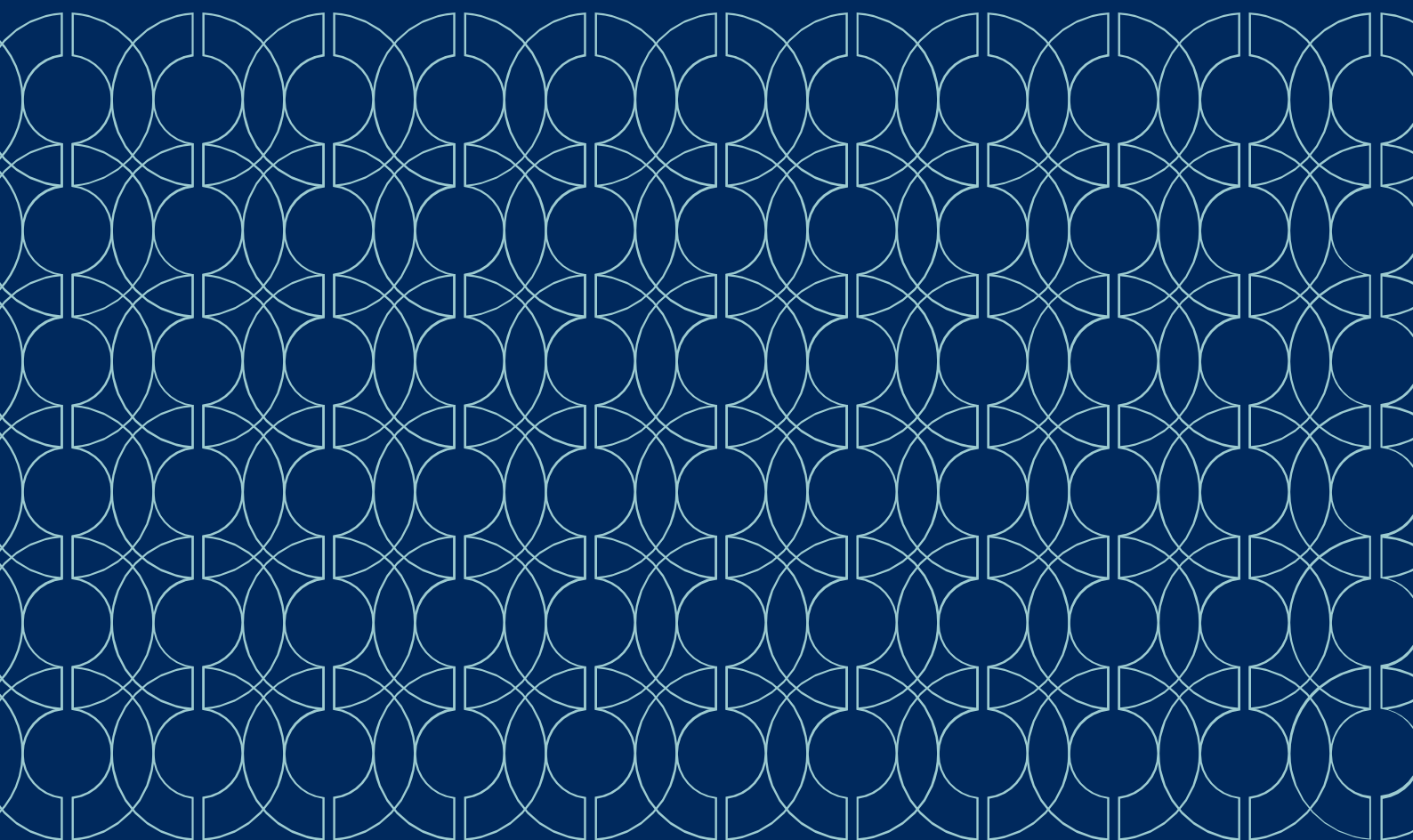


# Appendix V

## Other Information

- (A) A list of all Funds and Unit Classes may be obtained, free of charge and upon request, from the registered office of the Management Company.
- (B) MSCI disclaimer (Source: MSCI): The information obtained from MSCI and other data providers, included in this Prospectus, may only be used for your internal use, may not be reproduced or re-disseminated in any form and may not be used to create any financial instruments or products or any indices. The MSCI information and that of other data providers is provided on an "as is" basis and the user of this information assumes the entire risk of any use made of this information. MSCI, each of its affiliates and each other person involved in or related to compiling or creating any MSCI information (collectively, the "MSCI Parties") and other data providers, expressly disclaim all warranties (including, without limitation any warranties of originality, accuracy, completeness, timeliness, non-infringement, merchantability and fitness for a particular purpose) with respect to this information. Without limiting any of the foregoing, in no event shall any MSCI Party or other data provider have any liability for any direct, indirect, special, incidental, punitive, consequential (including, without limitation, lost profits) or any other damages.





EST. 1804

**Schroder Investment Management (Europe) S.A.**

5, rue Höhenhof  
L-1736 Senningerberg  
Grand Duchy of Luxembourg  
Tel.: (+352) 341 342 212  
Fax: (+352) 341 342 342