

The directors of MGI Funds plc (the “Directors”) listed in the Prospectus under the heading “THE COMPANY”, accept responsibility for the information contained in the Prospectus and this Supplement. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in the Prospectus and this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

---

## **MGI GLOBAL EQUITY FUND**

(A Sub-Fund of MGI Funds plc, an umbrella fund with segregated liability between Sub-Funds authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations, 2011, as amended)

**SUPPLEMENT DATED 12 MAY 2023**

**TO PROSPECTUS DATED 12 MAY 2023**

## **MANAGER**

## **MERCER GLOBAL INVESTMENTS MANAGEMENT LIMITED**

---

This Supplement forms part of, and should be read in the context of, and together with the prospectus dated 12 May 2023 (the “Prospectus”), in relation to MGI Funds plc (the “Company”) and contains information relating to the MGI Global Equity Fund (the “Sub-Fund”) which is a separate portfolio of the Company, which issues the Share Classes outlined in this Supplement.

This Supplement should be read in conjunction with the general description of the Company contained in the Prospectus. All information contained in the Prospectus is deemed incorporated herein. Words and expressions not specifically defined in this Supplement bear the same meaning as that attributed to them in the Prospectus. To the extent that there is any inconsistency between this Supplement and the Prospectus, this Supplement shall prevail.

## CONTENTS

### Page No

Important Information .....	1
Definitions .....	1
The Sub-Fund .....	2
Investment Objective and Policies .....	2
Share Class Hedging .....	6
Investment Manager and Sub-Investment Managers .....	7
How to Buy Shares .....	7
How to Redeem Shares .....	8
Dividend Policy.....	9
Special Considerations and Risk Factors .....	10
Fees and Expenses .....	10
Appendix – List of Sub-Investment Managers .....	14
ANNEX .....	17

---

## IMPORTANT INFORMATION

---

This Supplement shall form part of, and should be read in conjunction with, the Prospectus. Statements made in this Supplement are, except where otherwise stated, based on the law and practice currently in force in Ireland and are subject to change.

This Supplement contains information relating to the MGI Global Equity Fund, a separate Sub-Fund of the Company which is authorised and regulated by the Central Bank as a UCITS.

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

The distribution of this Supplement and the offering and placing of Shares in certain jurisdictions may be restricted and, accordingly, persons into whose possession this Supplement comes are required by the Company to inform themselves about and to observe such restrictions. This Supplement does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Distribution of this Supplement is not authorised unless it is accompanied by a copy of the Prospectus, the applicable KID and the Company's latest annual report and audited reports and/or half-yearly report and unaudited accounts (as applicable). These documents, delivered together, will comprise a complete current prospectus for the offering of Shares of the Sub-Fund.

Prospective investors should seek the advice of their legal, tax and financial advisers if they have any doubts regarding the contents of this Supplement.

An investment in the Sub-Fund should not constitute a substantial proportion of an investment portfolio and may not be appropriate for all investors.

---

## DEFINITIONS

---

Words and terms defined in the Prospectus have the same meaning in this Supplement unless otherwise stated herein. The Sub-Fund is established pursuant to the UCITS Regulations and this Supplement shall be construed accordingly and will comply with the Central Bank UCITS Regulations and as further restricted herein and/or the Prospectus.

For the purposes of Share dealings and valuations of the Sub-Fund, “**Dealing Day**” shall mean a day which is a bank business day in Ireland or the United Kingdom and/or such other day or days as the Directors shall from time to time determine and notify in advance to the Shareholders, provided that there shall be at least one Dealing Day per fortnight.

The Net Asset Value per Share in respect of any Dealing Day with respect to the Sub-Fund will be calculated at 12:00 midday (Irish time) on the Business Day following the Dealing Day and shall be published on the Business Day on which it is calculated on the following website [www.bloomberg.com](http://www.bloomberg.com) and on or through such other media as the Manager may from time to time determine. The Net Asset Value per Share published on the abovementioned website will be updated on each Business Day. The Net Asset Value per Share will also be available from the office of the Administrator.

The “**Valuation Point**” as at which prices shall be used when valuing the assets of the Sub-Fund shall be such time on a Dealing Day which reflects the close of business in the markets relevant to the assets and liabilities of the Sub-Fund or such other time on that Dealing Day as the Directors may determine from time to time and notify to Shareholders. For the avoidance of doubt, the Valuation Point for any Dealing Day shall always be a time on that Dealing Day and the time at which the Net Asset Value is calculated will always be after the Dealing Deadline.

For the purposes of this Supplement, and notwithstanding anything contrary in the Prospectus, **“Emerging Markets”** shall be deemed to include Argentina, Brazil, Chile, China, Greece, Indonesia, India, Korea, Malaysia, Mexico, Pakistan, the Philippines, Taiwan, Thailand, Turkey and such other countries determined from time to time by the Directors.

For the purposes of this Supplement, and notwithstanding anything contrary in the Prospectus, **“Investment Grade”** means a credit quality rating of BBB-, Baa3 or its credit equivalent, or above, as rated by an internationally recognised rating agency in line with applicable regulations. Where an investment has three or more ratings leading to different assessments, the lower of the two best credit ratings shall be taken. Where an investment has two ratings, the lower rating shall be taken. If an investment is unrated by an internationally recognised rating agency, its credit quality will be determined by the Investment Manager (or its delegate) in its discretion in line with applicable regulations.

For the purposes of this Supplement, and notwithstanding anything contrary in the Prospectus, **“Speculative Grade”** means a credit quality rating of B-, B3 or its credit equivalent, or above but below Investment Grade, as rated by an internationally recognised rating agency in line with applicable regulations. Where an investment has three or more ratings leading to different assessments, the lower of the two best credit ratings shall be taken. Where an investment has two ratings, the lower rating shall be taken. If an investment is unrated by an internationally recognised rating agency, its credit quality will be determined by the Investment Manager (or its delegate) in its discretion in line with applicable regulations.

---

## THE SUB-FUND

---

The Sub-Fund is a sub-fund of the Company, an investment company with variable capital incorporated as a public limited company in Ireland with registered number 421179 and established as an umbrella fund with segregated liability between Sub-Funds.

The list of Classes of Shares in the Sub-Fund offered by the Company is set out under “Fees and Expenses” below.

The Directors may determine to redeem all the outstanding Shares of the Sub-Fund in the event that the Sub-Fund’s Net Asset Value falls below €25 million (or its equivalent in the Base Currency for the Sub-Fund) or such other amount as may be determined by the Directors from time to time and notified in advance to Shareholders.

### BASE CURRENCY

The Base Currency for the Sub-Fund shall be U.S. Dollar or such other currency as the Directors shall from time to time determine and notify to the Shareholders.

---

## INVESTMENT OBJECTIVE AND POLICIES

---

### Investment Objective

The investment objective of the Sub-Fund is to seek long term growth of capital and income.

### Investment Policy

The Sub-Fund will seek to achieve its objective by investing in global equity securities. The Sub-Fund seeks to promote environmental and social characteristics within the meaning of Article 8 of the SFDR. Information about the environmental and/ or social characteristics of the Sub-Fund is available below and in the Annex to this Supplement. Please also see further information in the “Sustainability Policies” section of the Prospectus.

### *Use of the Index*

The investment policy of the Sub-Fund is to seek to outperform the MSCI World Net Total Return Index (the “**Index**”) by 0.75% - 1.5%, gross of the fees of the Manager, the Investment Manager and the Distributor, but net of all other fees and expenses of the Sub-Fund, on average per annum over the medium to long term (or any other index determined by the Directors from time to time which substantially measures the same market as the Index). While the Sub-Fund may invest in constituents of the Index, the Sub-Fund will be actively managed and the Investment Manager (or its delegates) may use its discretion to invest in, for example, securities, issuers, companies or sectors not included in the Index. The Investment Manager (or its delegates) may invest in Index constituents using different weights than those used by the Index. As of the date of this Supplement, the Index is a free float-adjusted market capitalisation index that is designed to capture large and mid cap equity market performance across developed markets countries and further information on the Index can be found at [www.msci.com](http://www.msci.com). Investors should note that the Sub-Fund does not intend to track the Index and there is no guarantee that the Sub-Fund will outperform the Index. The Index is not used by the Sub-Fund as a reference benchmark to assist in the promotion of environmental and social characteristics and is solely used to measure the financial and non-financial performance of the Sub-Fund.

While the Sub-Fund does not target a specific level of tracking error relative to the Index, it is anticipated that this will be within the region of 1.5% - 4.0%, on an ex-post basis over the medium to long term under normal market conditions. Shareholders should note that disclosing this expected range is intended to provide an indication of the expected level of deviation from the Index that the Sub-Fund may experience when seeking to implement the investment policy but also that there is no guarantee that the Sub-Fund will stay within this range in practice.

The Investment Manager may also use one or more indices, including the Index, comprised of the types of assets in which the Sub-Fund may invest to constrain the investments made by Sub-Investment Managers in respect of the Sub-Fund or to set outperformance targets for Sub-Investment Managers. These constraints may, for example, take the forms of limits which relate to the issuers, durations, sector weights, country weights, credit ratings of the constituents of the indices and tracking error relative to the indices. The Sub-Investment Managers may also use these indices for investment purposes (where such indices are UCITS-eligible), including taking exposure to their performance either through direct investment or the use of derivatives or using the indices as a universe from which to select investments. Details of these specific indices will be contained in the annual report produced in respect of the Sub-Fund. Any index (including the Index) in which the Sub-Fund invests will be rebalanced regularly and on at least an annual basis, though such rebalancing may be more frequent subject to compliance with the requirements of the UCITS Regulations. Rebalancing may result in an increase in the costs of the Sub-Fund.

#### *SFDR Disclosure*

The Sub-Fund seeks to promote environmental characteristics, within the meaning of Article 8 of the SFDR, namely to seek to mitigate the impact of climate change through decarbonisation on a relative basis.

The Investment Manager (or its delegate) seeks to manage the assets such that the weighted average carbon intensity (**WACI**) of the Sub-Fund is 20% lower than the WACI of the Index, as measured over a rolling three-year period. The Sub-Fund will measure this decarbonisation strategy using third party data providers including MSCI. The Sub-Fund's WACI is a measure of the Sub-Fund's exposure to carbon-intensive companies expressed in tonnes CO<sub>2e</sub> / \$m revenue and is a Task Force on Climate-Related Financial Disclosures (TCFD) recommended metric. Carbon intensity measures the carbon efficiency of a portfolio by comparing the volume of carbon emissions of portfolio companies (using estimated Scope 1 and 2 greenhouse gas emissions) against portfolio companies' sales (i.e., emissions per \$m of revenue).

Scope 1 emissions are direct emissions from owned or controlled sources, scope 2 emissions are indirect emissions from the generation of purchased energy. Utilising a weighted average allows a comparison of emissions across companies of different sizes and in different industries. The calculation involves multiplying the carbon emissions per \$m revenue for each portfolio company and the portfolio weight of the investment. The portfolio-level WACI is then the sum product of all the portfolio companies' weights and their carbon intensities.

The Sub-Fund also seeks to avoid investing in companies that generate more than 1% of their revenue from (i) thermal coal extraction, (ii) arctic drilling, or (iii) oil tar sand mining.

The Sub-Fund seeks to promote social characteristics, within the meaning of Article 8 of the SFDR, through excluding companies that (i) are involved in the manufacture, distribution or sales of controversial weapons such as landmines, cluster munitions, chemical and biological weapons, nuclear weapons and (semi) automatic civilian firearms; or (ii) manufacture tobacco products or generate more than 50% of their revenue from tobacco distribution or sales.

The Investment Manager (or its delegate) is required to follow good governance standards in the selection of securities for investment. The Sub-Fund uses third party data providers to identify companies that are deemed to be in breach of United Nations Global Compact principles (including companies breaching United Nations Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises). An engagement and escalation framework is in place, seeking to remedy breaches within an acceptable time-frame. If the Investment Manager (or its delegate) deems the likelihood of the remediation within an acceptable time-frame low, such companies may be added to the list of exclusions.

The above exclusions are implemented and monitored in accordance with the “Sustainability Policies” section of the Prospectus.

#### *Sustainability Risk*

The Investment Manager integrates Sustainability Risks throughout the investment process for the Sub-Fund, including in portfolio construction, Sub-Investment Manager selection and monitoring, and in ongoing risk management and portfolio monitoring as set out in the “Sustainability Policies” section of the Prospectus.

Developed market portfolios may have exposure to a wide variety of Sustainability Risks, including impacts relating to the transition to a low-carbon economy and associated policy or regulatory developments.

Given the manner in which Sustainability Risk is integrated in the investment process of the Sub-Fund, together with the binding environmental and social characteristics promoted by the Sub-Fund, the Investment Manager does not believe that Sustainability Risks will have a material negative impact on the long-term returns of the Sub-Fund. However, the assessment of the impact of Sustainability Risks on the performance of the Sub-Fund is difficult to predict and is subject to inherent limitations such as the availability and quality of the data. Furthermore, Sustainability Risk is an evolving, multi-faceted risk category and the likely impact of Sustainability Risk on the Sub-Fund's performance may vary during the lifetime of the Sub-Fund.

#### *Permissible Investments and Limits*

The Sub-Fund will seek to achieve its objective through a policy of primarily holding direct investments, which will generally be made across equity securities listed on Recognised Markets across Developed Markets and will include common stocks, convertibles and warrants. The Sub-Fund may also invest in units/shares of equity-related collective investment schemes which fall within the categories specified by the Central Bank as permissible investments for UCITS and which will only permit investment in debt or debt-related instruments that are at least Speculative Grade at the time of investment and where the provisions set out below regarding downgrading are met. Convertibles mentioned above are also subject to this Speculative Grade requirement. Investment by the Sub-Fund in warrants will not exceed 5% of the Sub-Fund's Net Asset Value. The Sub-Fund may also invest in new issues for which admission to listing on a Recognised Market will be achieved within twelve months of the date on which the Sub-Fund acquires the Shares.

The Sub-Fund will invest a minimum of 51% of its Net Asset Value on an ongoing basis in holdings in equity securities that are authorised for official trading on a stock exchange or included in an organised market.

The Sub-Fund may invest no more than 10% of its Net Asset Value in equity securities (including common stock, convertibles, and warrants) listed or traded on Moscow Exchange Level 1 or Moscow Exchange Level 2 in Russia.

The Sub-Fund may invest and have direct access to eligible China A-Shares traded on the Shanghai Stock Exchange via the Shanghai-Hong Kong Stock Connect scheme, the Shenzhen Stock Exchange via the Shenzhen-Hong Kong Stock Connect scheme and/or the QFII/RQFII regime. Please see the Prospectus for more detail on Stock Connect and the QFII/RQFII regime.

The Sub-Fund may invest no more than 30% of its assets in securities issued in Emerging Markets in aggregate.

**The Sub-Fund may invest no more than 10% of its Net Asset Value in aggregate in collective investment schemes.** Investment by the Sub-Fund in REITs listed on Recognised Markets, including without limitation, the London Stock Exchange, the New York Stock Exchange, the Irish Stock Exchange, the Hong Kong Stock Exchange, the Australian Stock Exchange, the Tokyo Stock Exchange and the Singapore Stock Exchange, will not exceed 10% of the Sub-Fund's Net Asset Value. The Investment Manager (or its delegate) will only invest in REITs where it believes that such investment will continue to provide the level of liquidity to Shareholders referred to in the Prospectus and this Supplement.

#### *Ancillary Investments*

The Sub-Fund may also invest in money market instruments including bank deposits, certificates of deposit, commercial paper, floating rate notes and freely transferable promissory notes for ancillary liquidity purposes. The Sub-Fund may also invest in cash or liquid instruments listed on Recognised Markets for liquidity purposes and for the purposes of paying any expenses due by it. Where such investment includes a debt instrument, such instrument must be at least Speculative Grade at the time of investment. Following the initial investment in such instruments by the Sub-Fund, the credit quality of the investment may be downgraded by a credit agency or may cease to be Investment Grade/Speculative Grade in the opinion of the Investment Manager (or its delegate). The Sub-Fund may continue to hold, or increase its holdings in, such investments at the discretion of the Investment Manager (or its delegate) provided that (i) in the case of a downgrading of such debt or debt-related instruments below Speculative Grade, no such increase shall be permissible, and (ii) if 3% or more of the Sub-Fund's Net Asset Value becomes comprised, at any time, of investments that have a credit quality rating of below Speculative Grade, then the Investment Manager (or its delegate) will use commercially reasonable efforts to sell such portion of the relevant investments as is required to cause such investments to make up less than 3% of the Sub-Fund's Net Asset Value within six months from the downgrading of the relevant investments, unless the rating of such investments is upgraded to Speculative Grade or Investment Grade (as applicable) within such six-month period.

#### *Use of Derivatives*

Appendix III is not applicable to the Sub-Fund, as the Sub-Fund may only utilise derivative instruments for the purposes of hedging and efficient portfolio management. The Sub-Fund may not invest in total return swaps. Subject to the provisions set forth in Appendix II and Appendix IV to the Prospectus, the Sub-Fund may also use derivative instruments such as futures, forwards, options and swaps (such as interest rate swaps, currency swaps, credit swaps, index swaps, and credit default swaps), which may be listed or over the counter, and may also enter into currency forward contracts. The counterparties to all swap transactions will be institutions subject to prudential supervision and belonging to categories approved by the Central Bank and will not have discretion over the assets of the Sub-Fund.

For the avoidance of doubt, the Sub-Fund is not intended to be leveraged. For the purposes of this Supplement, "leverage" is defined as the use of techniques or instruments such that the exposure of the Sub-Fund is increased beyond the capital employed, and/ or the creation of net short positions. Other than for short term liquidity purposes, borrowed monies shall not be used to increase the economic exposure of the Sub-Fund beyond the capital employed. In the event that the Sub-Fund invests in Other Funds, reasonable steps will be taken such that the Other Fund is not leveraged as defined above.

The Sub-Fund may not invest in financial derivative instruments that would result in losses exceeding the Net Asset Value of the Sub-Fund.

#### *Securities Financing Transactions*

The Sub-Fund may enter into securities lending agreements, subject to the conditions and limits set out in the Prospectus.

The Sub-Fund's exposure to securities financing transactions is as set out below (in each case as a percentage of Net Asset Value):

	<b>Expected</b>	<b>Maximum</b>
Repurchase Agreements	0 - 10%	100%
Reverse Repurchase Agreements	0 - 10%	100%
Securities Lending	0 - 10%	50%

#### *Risk Management*

**The Manager will employ a risk management process which will enable it to accurately measure, monitor and manage the risks attached to financial derivative instrument positions and details of this process have been provided to the Central Bank. The Manager will not utilise financial derivative instruments which have not been included in the risk management process until such time as a revised risk management process has been submitted to the Central Bank. The Manager will provide on request to Shareholders supplementary information relating to the risk management methods employed by the Manager, including the quantitative limits that are applied and any recent developments in the risk and yield characteristics of the main categories of investments.**

**Investors should note that there can be no guarantee that the Sub-Fund will achieve its investment objective.**

#### **Profile of a Typical Investor**

Investment in the Sub-Fund is suitable only for those persons and institutions for whom such investment does not represent a complete investment program, who understand the degree of risk involved and believe that the investment is suitable based upon investment objectives and financial needs.

---

#### **SHARE CLASS HEDGING**

---

Each Share Class which has either "Hedged" or "H" in its name is referred to herein as a **"Hedged Share Class"**.

Foreign exchange hedging will be utilised for the benefit of the Hedged Share Classes and its cost and related liabilities and/or benefits shall accrue solely to the relevant Classes of Shares. In the case of the Hedged Share Classes, the Investment Manager (or its delegate) will seek to hedge the relevant Class Currency against any investments held in the Sub-Fund which are denominated in a currency other than the Class Currency. This is to ensure that Shareholders in the Hedged Share Classes receive a return in the relevant Class Currency which is not materially affected by changes between the value of the relevant Class Currency and the currency or currencies in which the assets of the Sub-Fund are denominated, although there is no guarantee that the Investment Manager (or its delegate) will be successful in this regard.

It may not be practical or efficient to hedge the foreign currency exposure of a Class exactly to the currency or currencies in which all the assets of the Sub-Fund are denominated. Accordingly, in devising and implementing its hedging strategy, the Investment Manager (or its delegate) may hedge



the foreign currency exposure of the Shares to the major currencies in which the assets of the Sub-Fund are, or are expected to be, denominated. In determining the major currencies against which the foreign currency exposure of the relevant Class should be hedged, the Investment Manager (or its delegate) may have regard to any index which is expected to closely correspond to the assets of the Sub-Fund. As foreign exchange hedging will be utilised solely for the benefit of Hedged Share Classes, transactions will be clearly attributable to the relevant Hedged Share Classes and its costs and related liabilities and/or benefits will be for the account of the relevant Hedged Share Classes only. While Hedged Share Classes will hedge an investor's currency exposure from a decline in the value of the currencies in which the investments of the Sub-Fund are denominated against the Class Currency of the Hedged Share Classes, investors in Hedged Share Classes will not generally benefit when the Class Currency of the relevant Hedged Share Class appreciates against the currencies in which the investments of the Sub-Fund are denominated. A Class may not be leveraged due to the use of such techniques and instruments, but, subject to the below and notwithstanding the limit included in the Prospectus, over-hedged or under-hedged positions may arise due to factors outside the control of the Sub-Fund, including but not limited to market movements. Any such over-hedging or under-hedging will be temporary in nature. Subject to the below, hedging up to, but not exceeding 105% of the Net Asset Value attributable to the relevant Class, is permitted. The Investment Manager (or its delegate) will monitor hedging on at least a weekly basis to ensure that over-hedged positions do not exceed this limit and will ensure that any over-hedged positions are rectified without delay, and that under-hedged positions do not fall short of 95% of the portion of the Net Asset Value of the relevant Class which is to be hedged and are not carried forward from month to month. The Investment Manager (or its delegate) will ensure that positions materially in excess of 100% of the Net Asset Value attributable to the relevant Class will not be carried forward from month to month. Foreign exchange hedging will not be used for speculative purposes. Purchasers of a Hedged Share Class should note that there are various risks associated with foreign exchange hedging strategies. Please see "SPECIAL CONSIDERATIONS AND RISK FACTORS – SHARE CURRENCY DESIGNATION RISK" and "SPECIAL CONSIDERATIONS AND RISK FACTORS – FOREIGN EXCHANGE RISK" in the Prospectus for a description of the risks associated with hedging the foreign currency exposure of the Hedged Share Classes.

---

## **INVESTMENT MANAGER AND SUB-INVESTMENT MANAGERS**

---

The Manager has appointed the Investment Manager as investment manager to the Sub-Fund. The Investment Manager is an indirect, wholly-owned subsidiary of Marsh McLennan Companies, Inc. and commenced operations on 18 August 2006.

The Investment Manager may appoint one or more Sub-Investment Managers in respect of the Sub-Fund. Information relating to the Sub-Investment Managers appointed by the Investment Manager will be disclosed in the Appendix to the Supplement if such a Sub-Investment Manager is appointed. Furthermore, details of all Sub-Investment Managers will be disclosed in the most recent financial reports of the Company.

The fees of the Sub-Investment Manager(s) shall be paid out of the assets of the Sub-Fund and further information is set out under the heading "FEES AND EXPENSES" below.

---

## **HOW TO BUY SHARES**

---

All launched Share Classes are available at their Net Asset Value per Share on each Dealing Day.

The initial offer price per Share for each unlaunched Share Class will be in its respective Class Currency: GBP100, USD100, EUR100, NOK1000, SEK1000, AUD100, DKK1000, JPY10,000, CAD100, CHF100, NZD100, SGD100, HKD100, MXN100, ZAR100 and CNH100 (with the exception of the Class Z Shares which will have an initial offer price per Share for each unlaunched Share Class in its respective currency of GBP10,000, USD10,000, EUR10,000, NOK100,000, SEK100,000, AUD10,000, DKK100,000, JPY1,000,000, CAD10,000, CHF10,000, NZD10,000, SGD10,000, HKD100,000, MXN100,000, ZAR100,000 and CNH100,000).

Please refer to the table of Share Classes in the section headed “Fees and Expenses” and please consult the Manager for details of the unlaunched Share Classes.

The initial offer periods for all of the unlaunched Classes of Shares will run from 9:00am (Irish time) on 15 May 2023 to 5:00pm (Irish time) on 13 November 2023, or, in respect of each Class of Shares, such earlier date on which the Company receives the first application for subscription in the relevant Class or such other date as the Directors may determine and notify to the Central Bank (the “**Closing Date**”), subject to receipt by the Company in the manner described below of applications by 1:00 pm (Irish time) on the Closing Date and subscription proceeds within three clear Business Days following the Closing Date or such later time as the Directors may determine from time to time. Following the Closing Date of each of the above Share Classes, the relevant Shares will be issued at their Net Asset Value per Share on each Dealing Day.

Orders for Shares of all Classes of the Sub-Fund that are received and accepted by or on behalf of the Administrator or the Company at the address specified in the Application Form prior to 1:00 pm (Irish time) on the relevant Dealing Day (the “**Dealing Deadline**”) will be processed at the Net Asset Value determined in respect of that Dealing Day.

Save where expressly provided herein or in the Prospectus, an Application Form forwarded by mail, fax or electronic communication, must be received by the Company, c/o the Administrator, at the address specified in the Application Form not later than the Dealing Deadline. Applications once received shall be irrevocable provided however that the Company reserves the right to reject in whole or in part any application for Shares. Orders to subscribe for Shares received and accepted by or on behalf of the Administrator or the Company after the Dealing Deadline for the Sub-Fund will be processed at the Net Asset Value determined in respect of the next Dealing Day. It is the responsibility of the Distributor and financial intermediaries, as appointed in accordance with the requirements of the Central Bank, to ensure that orders placed through them are transmitted onwards to the Administrator on a timely basis.

Payment should be made in the Class Currency by electronic transfer to the account specified in the Application Form. No interest shall be payable on funds received by the Company in advance of the deadline set out herein for receipt of subscription monies.

Where the Company or the Administrator has received a duly completed Application Form by the Dealing Deadline but the Company, or the Depositary for the account of the Company, has not received the cleared subscription monies by the Dealing Deadline, the Directors may, in their sole discretion, accept the subscription, and provisionally allot Shares, subject to the receipt of the cleared subscription monies within three days of the Dealing Deadline, or at such later time as the Directors may from time to time determine. In the event that subscription monies are not received by the Company, or the Depositary for the account of the Company, before the Dealing Deadline, but pursuant to the above discretion, the subscription is accepted, the Company may temporarily borrow an amount equal to the subscription monies and invest such monies in accordance with the investment objectives and policies of the Sub-Fund. Once the subscription monies are received the Sub-Fund will use such subscription monies to repay the relevant borrowings and, where the subscription monies are not received within three days of the Dealing Deadline, the Sub-Fund reserves the right to charge that investor interest on such outstanding subscription monies at normal commercial rates. In addition the investor shall indemnify the Company for any losses, costs or expenses suffered directly or indirectly by the Company or the Sub-Fund as a result of the investor's failure to pay for Shares applied for by the due date set forth in the Prospectus and this Supplement. The Company reserves the right to cancel the provisional allotment of the relevant Shares in those circumstances. In computing any losses covered under this paragraph, account shall be taken, where appropriate, of any movement in the price of the Shares concerned between the transaction date and cancellation of the transaction or redemption of the Shares, and of the costs incurred by the Company or the Sub-Fund in taking proceedings against the applicant.

**For additional information concerning subscriptions, please consult the section under the heading “INVESTING IN SHARES” in the Prospectus.**

---

## HOW TO REDEEM SHARES

---

**Shareholders may redeem their Shares by mail, fax or in certain circumstances and where agreed in advance by the Manager and the Administrator, by electronic communication.** Shareholders may request the Company to redeem their Shares on and with effect from any Dealing Day at a price based on the relevant Net Asset Value per Share in respect of such Dealing Day. Any amendments to a Shareholder's registration details or payment instructions will only be effected on receipt of original documentation.

Save where specified herein, the redemption notice will be irrevocable upon receipt by the Administrator and must be given in writing and received by the Administrator by 1:00 pm (Irish time) on the relevant Dealing Day (the **"Redemption Dealing Deadline"**). Any amendments to a Shareholder's registration details or payment instructions will only be effected on receipt of original documentation.

No redemption payments will be made until the original subscription documentation required by the Company has been received by the Administrator (including any documents in connection with anti-money laundering procedures) and the anti-money laundering procedures have been completed. Requests received after the Redemption Dealing Deadline on a Dealing Day shall be processed as at the next Dealing Day. All requests for redemption must be endorsed by the record owner(s) exactly as the Shares are registered. In addition, in some cases the Administrator may require the furnishing of additional documents such as where the Shares are registered in the name of a corporation, partnership or fiduciary.

**For additional information concerning redemptions and restrictions thereon, please consult the "INVESTING IN SHARES" – "REDEEMING SHARES" and "TEMPORARY SUSPENSION OF DEALINGS" sections in the Prospectus.**

---

## DIVIDEND POLICY

---

Each Share Class which has "D" in its name is referred to herein as the **"Distributing Share Classes"**. The Sub-Fund will pay a dividend to the Shareholders of Distributing Share Classes. For all other Classes of Shares, the Directors have determined to reinvest all net income and net realised capital gains. Accordingly, no dividends will be paid in respect of such Classes of Shares of the Sub-Fund and all net income and net realised capital gains of such Share Classes will be reflected in the Net Asset Value per Share.

Dividends, if any, shall be declared on a quarterly basis on the last Business Day of March, June, September and December. Dividends shall be equal to substantially all of the net income arising on the Distributing Share Classes. Dividends will be paid by electronic transfer within one month of the relevant declaration date. Each holder of Distributing Shares has the option to take dividends in cash or to reinvest in the Sub-Fund by the allotment of additional Shares at the relevant Net Asset Value per Share. The Sub-Fund's default position unless specifically advised on the Application Form will be to reinvest dividends into the Shares of the Sub-Fund. Those Shareholders wishing to have their distribution automatically paid in cash should elect for such method when completing the Application Form. No dividend shall bear interest against the Sub-Fund. All unclaimed dividends may be invested or otherwise made use of for the benefit of the Sub-Fund until claimed. Any dividend unclaimed after six years from the date when it first became payable shall be forfeited automatically, without the necessity for any declaration or other action by the Sub-Fund.

The Sub-Fund may operate income equalisation arrangements in relation to the Distributing Share Classes with a view to ensuring that the level of dividends payable on those Shares is not affected by the issue or redemption of those Shares during an accounting period. When the Sub-Fund operates income equalisation, the price at which Shares are bought by a Shareholder may be deemed to include an amount of net accrued income and the first distribution which a Shareholder receives from the Sub-Fund may therefore include a repayment of capital.

The Directors may, however, at their discretion, change the dividend policy and, upon advance notification to Shareholders, amend this Supplement to reflect such change.

As long as a Shareholder is a German insurance company, German Pensionskasse or German pension fund (including a German Versorgungswerk) or any other entity subject to the investment restrictions of the German Insurance Supervisory Act (Versicherungsaufsichtsgesetz) or an investment ordinance issued thereunder holding an interest as part of its guarantee assets ("Sicherungsvermögen") as defined in section 125 of the German Insurance Supervisory Act or which are governed by the general principles set out in section 124 of the German Insurance Supervisory Act German Regulated Investor being subject to the prohibition to set-offs according to section 130 para. 2 VAG of the German Insurance Supervisory Act, notwithstanding anything to the contrary herein, the Sub-Fund will, with regard to such Shareholder, not withhold or deduct any amount from distributions that would otherwise have been made to such Shareholder.

---

## **SPECIAL CONSIDERATIONS AND RISK FACTORS**

---

Investors should be aware of the risks of the Sub-Fund including, but not limited to, the risks described in the "SPECIAL CONSIDERATIONS AND RISK FACTORS" section of the Prospectus and in particular to the specific risk factors listed below. Investment in the Sub-Fund is suitable only for persons who are in a position to take such a risk.

### **REITs**

### **Equities Risks**

### **Small Capitalisation and Emerging Companies**

### **Emerging Markets Risks**

### **Securities Markets of Emerging Markets Countries**

### **Russian Markets and Investment in Russia Risk**

### **Securities Lending Risk**

---

## **FEES AND EXPENSES**

---

The aggregate fees and expenses of the Manager, Administrator, Depositary, Distributor, Investment Manager (which shall accrue daily and be payable monthly in arrears) and Sub-Investment Manager (which shall accrue daily and be payable quarterly in arrears) will not exceed 3.00% per annum of the Net Asset Value of the Sub-Fund.

## **LIST OF SHARE CLASSES AND MANAGEMENT FEES**

Prospective investors should note the following in respect of the Share Classes listed below:

1. The five digit number in the name of the Share Classes listed in the first table below reflects the percentage per annum management fee. The management fees in the second table below are expressed as a percentage per annum. Management fees are based on the daily Net Asset Value of the Sub-Fund attributable to the relevant Share Class, will accrue daily, are payable monthly in arrears and will be payable in the Base Currency.
2. Share Classes are available in both accumulating and distributing versions. Where distributions are applicable, "D" will appear in the Share Class name on the dealing form when an investor subscribes for Shares, otherwise the Share Class should be considered to be accumulating.
3. Share Classes may be hedged or unhedged. Where hedging is applicable, "Hedged" or "H" will appear in the Share Class name, otherwise it will be unhedged.

4. Share Classes will be available in the following currencies: U.S. Dollar (USD), Sterling (GBP), Euro (EUR), Swedish Krona (SEK), Norwegian Krone (NOK), Danish Krone (DKK), Japanese Yen (JPY), Canadian Dollar (CAD), Australian Dollar (AUD), Swiss Franc (CHF), New Zealand Dollar (NZD), Singapore Dollar (SGD), Hong Kong Dollar (HKD), Mexican Peso (MXN), South African Rand (ZAR) and Chinese Yuan Renminbi (CNH).
5. Class B Shares are offered primarily to clients of the Investment Manager or its affiliates pursuant to a separate contractual arrangement.
6. Class Z Shares are offered primarily to clients of the Investment Manager or its affiliates pursuant to an investment management agreement. The Sub-Funds of the Company and any other fund for which the Manager or any of its affiliates may serve as manager or investment manager may also invest in Class Z Shares.
7. Class M, Z and I Shares in the second table below which have launched are available for subscription at the latest Net Asset Value as of the date of this Supplement.
8. Z2 Share Classes are subject to a fee of up to 0.0200% to reflect their hedging costs and expenses. This fee is paid to a hedging service provider which is unaffiliated to the Manager.
9. In the instance where a suitable management fee for a given investor is not available from the Share Classes listed below, a new Share Class may be created in the Sub-Fund in accordance with the requirements of the Central Bank and using the following Share Class naming convention which is consistent with the naming convention within the first table below:
  - Share Class Type – Hedged/Unhedged – Management Fee – Accumulating/Distributing – Currency.
  - For example: A21-H-0.2845-GBP, A22-H-0.7355-D-USD, A23-0.6100-EUR

Any such new Share Class will be added to the Supplement in accordance with the requirements of the Central Bank. All details of such Share Classes (including the applicable management fee) will be disclosed to the prospective investor prior to subscribing for Shares.
10. Please note the example below the table and / or consult the Manager for further information.

Share Class Type	Share Class Name	Share Class Type	Share Class Name
A1	A1-H-0.0200	B1	B1-0.3200
			B1-H-0.3400
A2	A2-0.0400	B2	B2-0.3700
	A2-H-0.0600		B2-H-0.3900
A3	A3-0.0500	B3	B3-0.3950
	A3-H-0.0700		B3-H-0.4150
A4	A4-0.0750	B4	B4-0.4200
	A4-H-0.0950		B4-H-0.4400
A5	A5-0.1000	B5	B5-0.4450
	A5-H-0.1200		B5-H-0.4650
A6	A6-0.1100	B6	B6-0.4700
	A6-H-0.1300		B6-H-0.4900
A7	A7-0.1350	B7	B7-0.4950
	A7-H-0.1550		B7-H-0.5150
A8	A8-0.1500	B8	B8-0.5200
	A8-H-0.1700		B8-H-0.5400

Share Class Type	Share Class Name	Share Class Type	Share Class Name
A9	A9-0.1750	B9	B9-0.5450
	A9-H-0.1950		B9-H-0.5650
A10	A10-0.2000	B10	B10-0.5700
	A10-H-0.2200		B10-H-0.5900
A11	A11-0.2250	B11	B11-0.6000
	A11-H-0.2450		B11-H-0.6200
A12	A12-0.2500	B12	B12-0.6200
	A12-H-0.2700		B12-H-0.6400
A13	A13-0.3000	B13	B13-0.6450
	A13-H-0.3200		B13-H-0.6650
A14	A14-0.3500	B14	B14-0.6700
	A14-H-0.3700		B14-H-0.6900
A15	A15-0.4000	B15	B15-0.6800
	A15-H-0.4200		B15-H-0.7000
A16	A16-0.4500	B16	B16-0.7700
	A16-H-0.4700		B16-H-0.7900
A17	A17-0.5000	B17	B17-0.8200
	A17-H-0.5200		B17-H-0.8400
A18	A18-0.6000	B18	B18-0.8700
	A18-H-0.6200		B18-H-0.8900
A19	A19-0.7000	B19	B19-0.9200
	A19-H-0.7200		B19-H-0.9400
A20	A20-0.8000	B20	B20-0.9700
	A20-H-0.8200		B20-H-0.9900
A21	A21-1.0500	B21	B21-0.6800
	A21-H-1.0700		B21-H-0.7000
Z1	Z1-0.0000		
Z2	Z2-H-0.0200		

*Example: An A15 Euro distributing hedged Share Class will be named “A15-H-0.4200-D-EUR”*

Share Class	Management Fee
I-1 EUR	0.3300%
M-1 EUR	0.4800%
M-1 EUR Hedged	0.4300%
M-1 GBP	0.3300%
M-1 NOK Hedged	0.1800%
M-1 SGD	0.0000%
M-2 EUR	0.4800%
M-2 GBP	0.4000%
M-2 GBP Hedged	0.3200%
M-2 USD	0.6800%
M-3 EUR Hedged	0.2900%

Share Class	Management Fee
M-3 GBP Hedged	0.4800%
M-3 USD Hedged	1.1800%
M-4 GBP	0.6300%
M-4 GBP Hedged	0.4200%
M-5 GBP	0.6800%
M-7 EUR	0.2800%
M-7 EUR Hedged	0.2800%
M-8 EUR Hedged	0.1625%
M-9 EUR	0.1400%
M-9 GBP	0.9800%
Z-1 EUR	0.0000%
Z-1 GBP	0.0000%
M-7 GBP *	0.6000%
I-1 GBP *	0.6500%
M-5 GBP Hedged *	0.6500%
M-10 USD *	1.1000%

*\* Please refer to point 5 above regarding B type Share Classes. These M and I type Share Classes follow the same structure.*

## OPERATING EXPENSES

Certain costs and expenses incurred in the operation of the Sub-Fund, other than those expressly assumed by the Manager, will be borne out of the assets of the Sub-Fund, including without limitation, registration fees and other expenses relating to regulatory, supervisory or fiscal authorities in various jurisdictions, management, investment management, sub-investment management, administrative and custodial services; and the fees of any other person, firm or corporation providing professional advisory services to or for the benefit of the Sub-Fund, Directors' fees and expenses; client service fees; investor reporting fees including expenses incurred in connection with publication and supply of information to Shareholders; writing, translating, typesetting and printing the Prospectus and Supplement, sales, literature and other documents for Shareholders including the financial statements and any other reports to the Central Bank or to any other regulatory authority or to the Shareholders and the cost of all stationery and postage costs in connection with the preparation and distribution of information to Shareholders; taxes and commissions; issuing, purchasing, repurchasing and redeeming Shares; transfer agents, dividend dispersing agents, Shareholder servicing agents and registrars; auditing, accounting and legal expenses; reports to Shareholders and governmental agencies; meetings of Shareholders and proxy solicitations therefore (if any); insurance premiums; association and membership dues; and such non-recurring and extraordinary items as may arise.

Expenses of the Company will be allocated to the Sub-Fund or Sub-Funds to which, in the opinion of the Directors, they relate. If an expense is not readily attributable to any particular Sub-Fund, the expense will be allocated to all Sub-Funds pro rata to the value of the Net Asset Value of the relevant Sub-Fund.

Except in respect of Class Z Shares, the Manager shall be responsible for discharging the fees of the Investment Manager out of its own fees. The Manager may rebate any or all of its management fees to brokers and other third parties investing in Shares or providing services in connection with the solicitation of subscriptions for Shares. Notwithstanding the foregoing, the Manager, in its discretion, may waive payment or reduce the amount of its fees at any time.

Investors should refer to the section under the heading “FEES AND EXPENSES” in the Prospectus for Directors fees and any other fees that may be payable and which are not specifically mentioned here.

**VOLUNTARY CAP**

No Voluntary Cap applies in respect of this Sub-Fund.



---

## APPENDIX – LIST OF SUB-INVESTMENT MANAGERS

---

### **AllianceBernstein Limited**

As at the date of this Supplement, the Investment Manager has appointed AllianceBernstein Limited ("**AllianceBernstein**"), having its registered office at AllianceBernstein Limited, 60 London Wall, London, EC2M 5SJ as a sub-investment manager to the Sub-Fund. AllianceBernstein is authorised as an investment manager and adviser by the Financial Conduct Authority under number 147956 to provide investment management and advisory services. AllianceBernstein was appointed pursuant to a side letter dated 22 October 2019 to a sub-investment management agreement dated 3 May 2016 as may be amended from time to time (the "**AllianceBernstein Sub-IMA**").

Pursuant to the AllianceBernstein Sub-IMA, AllianceBernstein shall not be liable for any loss or damage arising out of the performance or non-performance of its duties thereunder unless such loss or damage was a direct result of its material breach of the AllianceBernstein Sub-IMA or its negligence, wilful default, bad faith or fraud in the performance or non-performance of its duties thereunder. Under no circumstances shall AllianceBernstein be liable for any loss arising out of any act or omission of another sub-investment manager, or any other third party, in respect of any portion of the Fund or Sub-Fund's assets not managed by AllianceBernstein pursuant to AllianceBernstein Sub-IMA.

The AllianceBernstein Sub-IMA shall continue in force until termination pursuant to that agreement. Each party may terminate the AllianceBernstein Sub-IMA at any time, without the payment of any penalty, upon ninety (90) days' notice in writing to the other party. The AllianceBernstein Sub-IMA may be terminated at any time, without the payment of any penalty, by: (i) the Investment Manager (although the Investment Manager shall use reasonable endeavours to provide ninety (90) days' notice wherever possible); (ii) termination of the Investment Management Agreement between the Manager and the Investment Manager or (iii) if the directors of the Fund so determine. The AllianceBernstein Sub-IMA may be terminated by either party at any time by notice in writing in a number of circumstances set out therein.

### **Arrowstreet Capital, Limited Partnership**

As at the date of this Supplement, the Investment Manager has appointed Arrowstreet Capital, Limited Partnership ("**Arrowstreet**"), having its principal place of business at The John Hancock Tower, 200 Clarendon Street, 30<sup>th</sup> Floor, Boston MA, 02116, USA as a sub-investment manager to the Sub-Fund. Arrowstreet is authorised as an investment manager and advisor registered with the US Securities and Exchange Commission. Arrowstreet was appointed pursuant to a sub-investment management agreement dated 4 March 2010, as amended (the "**Arrowstreet Sub-IMA**").

Pursuant to the Arrowstreet Sub-IMA, Arrowstreet shall not be liable for any loss or damage arising out of the performance of its duties or otherwise thereunder unless such loss or damage arose out of or in connection with its material breach of the Arrowstreet Sub-IMA or its negligence, recklessness, wilful default, bad faith or fraud in the performance of its duties thereunder. Under no circumstances shall Arrowstreet be liable for any loss arising out of (i) the establishment of (or any amendment to) of the Investment Policy; (ii) any act or omission of another sub-investment manager, or any other third party, in respect of any portion of the Company's or Sub-Fund's assets not managed by Arrowstreet pursuant to the Arrowstreet Sub-IMA or (iii) any action taken (or failure to act) pursuant to a proper instruction or other order or direction of the Board, the Manager, the Investment Manager or the Company, or any failure of Arrowstreet to act in the absence of such Proper Instructions in connection with any matter as to which Arrowstreet has no discretionary authority under the Arrowstreet Sub-IMA. Arrowstreet shall also indemnify and keep indemnified and hold harmless the Investment Manager (and each of its respective directors, officers and agents) from and against any and all claims, actions, proceedings, judgments, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable legal fees and expenses in relation thereto) suffered or incurred by it, in accordance with the relevant provisions in the Arrowstreet Sub-IMA.

The Arrowstreet Sub-IMA shall continue in force until termination pursuant to that agreement. Arrowstreet may terminate the Arrowstreet Sub-IMA at any time, without the payment of any penalty,

upon sixty (60) days' notice in writing to the Investment Manager. The Arrowstreet Sub-IMA may be terminated at any time, without the payment of any penalty, by: (i) the Investment Manager; (ii) termination of the Investment Management Agreement between the Manager and the Investment Manager; or (iii) if the Directors so determine. The Arrowstreet Sub-IMA may be terminated by either party at any time by notice in writing in a number of circumstances set out therein.

#### **Baillie Gifford Investment Management (Europe) Limited**

As at the date of this Supplement, the Investment Manager has appointed Baillie Gifford Investment Management (Europe) Limited ("**Baillie Gifford**"), having its principal place of business at 4/5 Schoolhouse Lane, Dublin 2, Ireland as a sub-investment manager to the Sub-Fund. Baillie Gifford is authorised as an investment manager to Irish investment funds by the Central Bank. Baillie Gifford was appointed pursuant to a novation agreement dated 11 February 2019 to a sub-investment management agreement dated 8 March 2013, as amended (the "**Baillie Gifford Sub-IMA**").

Pursuant to the Baillie Gifford Sub-IMA, Baillie Gifford shall not be liable for any loss or damage arising out of the performance or non-performance of its duties thereunder unless such loss or damage arose out of or in connection with its breach of the Baillie Gifford Sub-IMA or its negligence, recklessness, wilful default, bad faith or fraud in the performance or non-performance of its duties thereunder. Under no circumstances shall Baillie Gifford be liable for any loss arising out of any act or omission of the Manager, the Investment Manager, another sub-investment manager, or any other third party, in respect of any portion of the Company's or Sub-Fund's assets not managed by Baillie Gifford pursuant to the Baillie Gifford Sub-IMA. Baillie Gifford shall also indemnify and keep indemnified and hold harmless the Investment Manager (and its directors and officers) from and against any and all direct claims, actions, proceedings, judgments, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable legal fees and expenses in relation thereto) suffered or incurred by them or any of them, in accordance with the relevant provisions in the Baillie Gifford Sub-IMA.

The Baillie Gifford Sub-IMA shall continue in force until termination pursuant to that agreement. Either party may terminate the Baillie Gifford Sub-IMA at any time, without the payment of any penalty, upon ninety (90) days' notice in writing to the other party. The Baillie Gifford Sub-IMA may be terminated at any time, without the payment of any penalty, by: (i) the Investment Manager (although the Investment Manager shall use reasonable endeavours to provide ninety (90) days' notice wherever possible); or (ii) if the Directors so determine. The Baillie Gifford Sub-IMA may be terminated by either party at any time by notice in writing in a number of circumstances set out therein.

#### **Fondsmæglerselskabet Maj Invest A/S**

As at the date of this Supplement, the Investment Manager has appointed Fondsmæglerselskabet Maj Invest A/S ("**Maj Invest**"), having its principal place of business at 18 Gammeltorv, 1457 Copenhagen K, Denmark, as discretionary Sub-Investment Manager to the Sub-Fund. Maj Invest is an investment manager and adviser authorised and regulated (with number 8174) by the Danish Financial Supervisory Authority and is permitted to provide investment management services to Irish authorised collective investment schemes. Maj Invest was appointed pursuant to a sub-investment management agreement dated 27 October 2020 as amended from time to time (the "**Maj Invest Sub-IMA**").

Pursuant to the Maj Invest Sub-IMA, Maj Invest shall not be liable for any loss or damage arising out of the performance or non-performance of its duties thereunder unless such loss or damage arose out of or in connection with its breach of the Maj Invest Sub-IMA or its negligence, wilful default, bad faith or fraud in the performance or non-performance of its duties thereunder. Under no circumstances shall Maj Invest be liable for any loss arising out of any act or omission of another sub-investment manager, or any other third party, in respect of any portion of the Company's or Sub-Fund's assets not managed by Maj Invest pursuant to the Maj Invest Sub-IMA.

The Maj Invest Sub-IMA shall continue in force until termination pursuant to that agreement. Maj Invest may terminate the Maj Invest Sub-IMA at any time, without the payment of any penalty, upon ninety (90) days' notice in writing to the Investment Manager. The Maj Invest Sub-IMA may be terminated with immediate effect, without the payment of any penalty, by: (i) the Investment Manager; (ii) termination of the Investment Management Agreement between the Manager and the Investment

Manager; or (iii) if the Directors so determine. The Maj Invest Sub-IMA may be terminated by either party at any time by notice in writing in a number of circumstances set out therein.

#### **Wellington Management International Limited**

As at the date of this Supplement, the Investment Manager has appointed Wellington Management International Ltd. ("**Wellington**"), having its principal place of business at Cardinal Place, 80 Victoria Street, London, SW1E 5JL, United Kingdom as a sub-investment manager to the Sub-Fund. Wellington is authorised as an asset manager and advisor by the Financial Conduct Authority in the United Kingdom to provide asset management and advisory services. Wellington was appointed pursuant to a sub-investment management agreement dated 18 June 2012, as amended (the "**Wellington Sub-IMA**").

Pursuant to the Wellington Sub-IMA, Wellington shall not be liable for any loss or damage arising out of the performance or non-performance of its duties thereunder unless such loss or damage arose directly out of or in connection with negligence, recklessness, wilful default, bad faith or fraud in the performance or non-performance of its duties thereunder. Under no circumstances shall Wellington be liable for any indirect, special or consequential loss, or any loss, arising out of any act or omission of another sub-investment manager, or any other third party, in respect of any portion of the Fund or Sub-Fund's assets not managed by Wellington pursuant to the Wellington Sub-IMA. Wellington shall also indemnify and keep indemnified and hold harmless each of the Manager and the Investment Manager (and each of their respective directors, officers and agents) from and against any direct loss suffered or incurred by them or any of them in accordance with the relevant provisions in the Wellington Sub-IMA.

The Wellington Sub-IMA shall continue in force until termination pursuant to that agreement. Wellington may terminate the Wellington Sub-IMA at any time, without the payment of any penalty, upon ninety (90) days' notice in writing to the Investment Manager. The Wellington Sub-IMA may be terminated at any time, without the payment of any penalty, by: (i) the Investment Manager; (ii) termination of the Investment Management Agreement between the Manager and the Investment Manager; or (iii) if the Directors so determine. The Wellington Sub-IMA may be terminated by either party at any time by notice in writing in a number of circumstances set out therein.

#### **State Street Global Advisors Europe Limited**

As at the date of this Supplement, the Investment Manager and the Company have appointed State Street Global Advisors Europe Limited ("**SSGA**"), having its principal place of business at 78 Sir John Rogerson's Quay, Dublin 2 as a sub-investment manager to the Sub-Fund. SSGA is authorised by the Central Bank to provide investment management services to Irish authorised collective investment schemes. SSGA was appointed pursuant to a side letter dated 16 September 2021 to the sub-investment management agreement dated 16 September 2019, as may be amended from time to time (the "**SSGA Sub-IMA**").


Pursuant to the SSGA Sub-IMA, SSGA shall not be liable for any loss or damage arising out of the performance of its duties thereunder unless such loss or damage arose directly from its breach of the SSGA Sub-IMA or its negligence, wilful default, fraud or bad faith in the performance of its duties thereunder. Under no circumstances shall SSGA be liable for any loss arising out of any act or omission of another sub-investment manager, or any other third party, in respect of any portion of the Company's or Sub-Fund's assets not managed by SSGA pursuant to the SSGA Sub-IMA. SSGA shall also indemnify and keep indemnified and hold harmless the Investment Manager (and its directors, officers and agents) from and against any and all direct claims, actions, proceedings, judgments, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable legal fees and expenses in relation thereto) directly suffered or incurred by it, in accordance with the relevant provisions in the SSGA Sub-IMA.

The SSGA Sub-IMA shall continue in force until termination pursuant to that agreement. SSGA may terminate the SSGA Sub-IMA at any time, without the payment of any penalty, upon ninety (90) days' notice in writing to the Investment Manager. The SSGA Sub-IMA may be terminated at any time, without the payment of any penalty, by: (i) the Investment Manager; (ii) termination of the Investment Management Agreement between the Manager and the Investment Manager; or (iii) if the Directors so

determine. The SSGA Sub-IMA may be terminated by either party at any time by notice in writing in a number of circumstances set out therein.


## ANNEX

### Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 ('SFDR') and Article 6, first paragraph, of Regulation (EU) 2020/852 ('Taxonomy Regulation')

	<b>Product name:</b> MGI Global Equity Fund	<b>Legal entity identifier:</b> 549300FNBM37M76SVO33
<p><b>Sustainable investment</b> means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.</p> <p>The <b>EU Taxonomy</b> is a classification system laid down in Regulation (EU) 2020/852, establishing a list of <b>environmentally sustainable economic activities</b>. That Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.</p>	<b>Environmental and/or social characteristics</b>	
	<b>Does this financial product have a sustainable investment objective?</b>	
	<input checked="" type="radio"/> <b>Yes</b>	<input checked="" type="radio"/> <b>No</b>
	<input type="checkbox"/> It will make a minimum of <b>sustainable investments with an environmental objective:</b> ____%	<input checked="" type="checkbox"/> It <b>promotes Environmental/Social (E/S) characteristics</b> and while it does not have as its objective a sustainable investment, it will have a minimum proportion of 20% of sustainable investments
	<input type="checkbox"/> in economic activities that qualify as environmentally sustainable under the EU Taxonomy	<input type="checkbox"/> with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy
<input type="checkbox"/> in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy	<input checked="" type="checkbox"/> with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy	
	<input checked="" type="checkbox"/> with a social objective	
<input type="checkbox"/> It will make a minimum of <b>sustainable investments with a social objective:</b> ____%	<input type="checkbox"/> It promotes E/S characteristics, but <b>will not make any sustainable investments</b>	
<div style="text-align: center;">  </div> <p><b>Sustainability indicators</b> measure how the environmental or social characteristics promoted by the financial product are attained.</p>	<p><b>What environmental and/or social characteristics are promoted by this financial product?</b></p> <p>The Sub-Fund's environmental characteristics are to seek to mitigate the impact of climate change through decarbonisation on a relative basis and manage the assets such that the weighted average carbon intensity ("<b>WACI</b>") of the Sub-Fund is 20% lower than the WACI of the Index, as measured over a rolling three-year period.</p> <p>The Sub-Fund also seeks to avoid investing in companies that generate more than 1% of their revenue from (i) thermal coal extraction, (ii) arctic drilling, or (iii) oil tar sand mining.</p> <p>The Sub-Fund's social characteristics are to avoid investing in companies that (i) are involved in the manufacture, distribution or sales of controversial weapons such as landmines, cluster munitions, chemical and biological weapons, nuclear weapons and (semi) automatic civilian firearms; or (ii) manufacture tobacco products or generate more than 50% of their revenue from tobacco distribution or sales.</p>	

		<p>The Sub-Fund commits to making a minimum allocation to sustainable investments as set out above. The objectives of the sustainable investments are to make a positive contribution to environmental objectives (namely, climate change adaptation and/or climate change mitigation) or social objectives (namely, the protection and/or advancement of economic, social and civil rights) as set out further below.</p>
	<p>● <b><i>What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?</i></b></p>	<p>The Sub-Fund maintains its WACI to 80% of the Index over three year rolling periods.</p> <p>The Sub-Fund has no exposure to:</p> <ul style="list-style-type: none"> <li>o companies excluded based on the environmental and social screens described above; and</li> <li>o companies identified as in violation of UN Global Compact (“<b>UNGC</b>”) principles and in respect of which the Investment Manager has determined that there is no/low remediation opportunity of such issues by engagement within an acceptable timeframe.</li> </ul> <p>The Sub-Fund's portfolio achieves the minimum commitment to sustainable investments set out herein, being those investments, which assessed and determined as aligned with the Investment Manager's framework for sustainable investments as detailed further below i.e. that the investment is considered to:</p> <ul style="list-style-type: none"> <li>o contribute positively to one or more UN Sustainable Development Goals (“<b>SDGs</b>”);</li> <li>o do no significant harm to any environmental or social objective as measured through the use of PAI Indicators; and</li> <li>o follow good governance practices through alignment with UNGC principles and the OECD Guidelines for Multinational Enterprises.</li> </ul>
	<p>● <b><i>What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?</i></b></p>	<p>The environmental and social objectives of the sustainable investments are set out above under section “<i>What environmental and/or social characteristics are promoted by this financial product?</i>”. The sustainable investments will contribute to such objectives through their alignment with the SDGs.</p> <p>An investment will be assessed and treated as contributing to the objectives when it has a positive contribution to one or more of the following SDGs:</p> <p><u>Environmental SDGs</u></p> <p>SDG 6 - Clean Water and Sanitation, SDG 7 - Affordable and Clean Energy, SDG 9 – Industry Innovation and Infrastructure, SDG 11 - Sustainable Cities and Communities, SDG 12 - Responsible Consumption and Production, SDG 13 - Climate Action, SDG 14 - Life below Water, SDG 15 - Life on Land.</p>

	<p><u>Social SDGs</u></p> <p>SDG 1 - No Poverty, SDG 2 - Zero Hunger, SDG 3 - Good Health and Well Being, SDG 4 - Quality Education, SDG 5, Gender Equality, SDG 8 - Decent Work and Economic Growth, SDG 10 - Reduced Inequalities, SDG 16 - Peace Justice and Strong Institutions, SDG 17 -Partnerships for the Goals.</p>
<p><b>Principal adverse impacts</b> are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti- corruption and anti- bribery matters.</p>	<p>● <b><i>How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?</i></b></p> <p>The Investment Manager assesses sustainable investments to ensure these do no significant harm to any environmental or socially sustainable investment objective through a consideration and appropriate use of relevant principal adverse sustainability indicators (having regard to those set out in Table 1 of Annex I of Commission Delegated Regulation (EU) 2022/1288, otherwise known as SFDR Level 2 RTS, and where relevant from Table 2 and 3 of Annex I of the SFDR Level 2 RTS) ("<b>PAI Indicators</b>").</p>
	<p>— — — <i>How have the indicators for adverse impacts on sustainability factors been taken into account?</i></p> <p>The Investment Manager, using data provided by specialist third party data providers, assesses the activities of companies against the PAI Indicators to determine that the sustainable investments do not cause significant harm to any environmental or socially sustainable investment objective. Each PAI Indicator has been individually assessed, and where relevant, an absolute threshold or a relative threshold has been set. Any investment which is determined as breaching these thresholds will not be considered a sustainable investment.</p> <p>For certain PAI Indicators, the Investment Manager has determined that setting a threshold is not appropriate to determine that the investment does not cause significant harm. For example, certain PAI Indicators have inferior levels of data coverage and availability which can undermine the value or integrity of the given PAI Indicator. This can arise where data for a PAI Indicator is based on voluntary and non-standardised reporting by investee companies, or where the methodologies employed by investee companies are not comparable or available (for example PAI8 emissions to water) or where a threshold would have a disproportionate impact on a sector or region (PAI12 unadjusted gender pay gap).</p> <p>The data coverage levels, thresholds and the applicability of each PAI Indicator will be monitored and assessed on an ongoing basis to ensure continued suitability and adjusted as appropriate.</p>
	<p>— — — <i>How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:</i></p> <p>The Investment Manager considers the mandatory social PAIs (including PAI10 Violations of UNGC principles and OECD Guidelines for Multinational Enterprises) when assessing</p>

		how sustainable investments are aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights and according to the agreed thresholds for each PAI Indicator. Any investment which breaches these thresholds will not be considered a sustainable investment.
		<p><i>The EU Taxonomy sets out a "do not significantly harm" principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.</i></p> <p>The "do not significantly harm" principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.</p> <p><i>Any other sustainable investments must also not significantly harm any environmental or social objectives.</i></p>
		<b>Does this financial product consider principal adverse impacts on sustainability factors?</b>
		<p><input checked="" type="checkbox"/> Yes, the Investment Manager considers principal adverse impacts ("PAI") on sustainability factors for the Sub-Fund using the PAI Indicators as set out in the SFDR Level 2 RTS as applicable.</p> <p>Each PAI has been considered with respect to applicability and relevance to the Sub-Fund. Where appropriate, certain PAIs are considered in the construction of the Sub-Fund and reflected in the environmental and social characteristics promoted by the Sub-Fund as described herein.</p> <p>PAIs also inform the engagement framework employed by the Investment Manager which focuses on key engagement priority areas relating to climate change, pollution and natural resource degradation (including biodiversity and natural capital), human rights and labour practices, aligned remuneration and incentives and transparent disclosure of material ESG factors. These are communicated to the Sub-Investment Manager with the expectation that engagement efforts are directed towards these issues for companies held in the portfolio and the Investment Manager actively monitors appointed Sub-Investment Managers and their stewardship activities consistent with the engagement framework.</p> <p>Using data provided by specialist third party data providers, the Investment Manager periodically reviews the PAI Indicator data for the Sub-Fund's investments versus internal parameters in order to monitor the PAI of investment decisions on sustainability factors. Any items to note may be prioritised and escalated with the underlying Sub-Investment Manager as required.</p> <p>The Sub-Fund's annual report will include information on the principal adverse impacts on sustainability factors set out above.</p>
		<input type="checkbox"/> No.
<b>The investment strategy guides investment decisions based on factors</b>		<b>What investment strategy does this financial product follow?</b>





such as investment objectives and risk tolerance

The Investment Manager does not select investments directly; instead the Investment Manager intends to implement the investment objective and policies using a multi-manager approach.

The Investment Manager oversees the activities of the Sub-Investment Manager to ensure that the investment process is implemented on a continuous basis and monitors the Sub-Fund using the ongoing monitoring of sustainability indicators

● ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

The binding elements of the investment strategy used to attain its environmental and social characteristics are the reduction in WACI relative to the Index over a three-year rolling period and the environmental and social screens as described in the section "What environmental and/or social characteristics are promoted by this financial product?".

● ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

None.

**Good governance** practices include sound management structures, employee relations, remuneration of staff and tax compliance.

● ***What is the policy to assess good governance practices of the investee companies?***

The Investment Manager (or its delegate) is required to follow good governance standards in the selection of securities for investment. The Sub-Fund uses third party data providers to identify companies that are deemed to be in breach of UNGC principles (including companies breaching United Nations Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises).

An engagement and escalation framework is in place, seeking to remedy breaches within an acceptable time-frame. If the Investment Manager (or its delegate) deems the likelihood of the remediation within an acceptable time-frame low, such companies may be added to the list of exclusions.




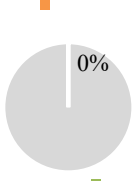



**Asset allocation** describes the share of investments in specific assets.

**What is the asset allocation planned for this financial product?**






At least 90% of the Sub-Fund will be aligned with the environmental and social characteristics promoted by the Sub-Fund. The Sub-Fund will invest at least 20% in sustainable investments.

The remaining proportion of the Sub-Fund may include ancillary liquid assets and derivatives for efficient portfolio management purposes.

<p>Taxonomy-aligned activities are expressed as a share of:</p> <ul style="list-style-type: none"> <li>– <b>turnover</b> reflecting the share of revenue from green activities of investee companies</li> <li>– <b>capital expenditure</b> (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.</li> <li>– <b>operational expenditure</b> (OpEx) reflecting green operational activities of investee companies.</li> </ul>	
	<p><b>#1 Aligned with E/S characteristics</b> includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.</p> <p><b>#2 Other</b> includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.</p> <p>The category <b>#1 Aligned with E/S characteristics</b> covers:</p> <ul style="list-style-type: none"> <li>– The sub-category <b>#1A Sustainable</b> covers sustainable investments with environmental or social objectives.</li> <li>– The sub-category <b>#1B Other E/S characteristics</b> covers investments aligned with the environmental or social characteristics that do not qualify as sustainable investments.</li> </ul>
	<p>● <b>How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?</b></p>
	<p>Derivative use, if any, does not contribute to attaining the environmental or social characteristics promoted by the Sub-Fund.</p>
<p>To comply with the EU Taxonomy, the criteria for <b>fossil gas</b> include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For <b>nuclear energy</b>, the criteria include comprehensive safety and waste management rules.</p> <p><b>Enabling activities</b> directly enable other activities to make a substantial contribution to an environmental objective.</p> <p><b>Transitional activities</b> are activities for which low-carbon alternatives are not yet available and among</p>	<p> <b>To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?</b></p> <p>The Sub-Fund does not currently commit to investing more than 0% of its assets in investments in environmentally sustainable economic activities within the meaning of the Taxonomy Regulation.</p>

<p>others have greenhouse gas emission levels corresponding to the best performance.</p>	<p>● <b>Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy<sup>1</sup>?</b></p> <p><input type="checkbox"/> Yes:</p> <p><input type="checkbox"/> In fossil gas <input type="checkbox"/> In nuclear energy</p> <p><input checked="" type="checkbox"/> No</p>
	<p><b>The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.</b></p> <div data-bbox="411 891 1490 1249"> <div> <p>1. Taxonomy-aligned of investments including sovereign bonds*</p>  <p>■ Taxonomy-aligned (no fossil gas &amp; nuclear)</p> <p>■ Non Taxonomy-aligned</p> </div> <div> <p>2. Taxonomy-alignment of investments excluding sovereign bonds*</p>  <p>■ Taxonomy-aligned (no fossil gas &amp; nuclear)</p> <p>■ Non Taxonomy-aligned</p> <p>This graph represents 100% of the total investments.</p> </div> </div> <p>★ For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures</p>
	<p>● <b>What is the minimum share of investments in transitional and enabling activities?</b></p> <p>The Sub-Fund does not currently commit to investing more than 0% of its assets in transitional and enabling activities.</p>
<p> are sustainable investments with an environmental objective that <b>do not take into account the criteria</b> for</p>	<p> <b>What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?</b></p> <p>The Sub-Fund will invest at least 20% in sustainable investments with an environmental</p>

<sup>1</sup> Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objective - see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

<p>environmentally sustainable economic activities under the EU Taxonomy.</p>	<p>objective that are not aligned with the EU Taxonomy and/or sustainable investments with a social objective.</p> <p>The Investment Manager measures the attainment of the environmental and social objectives of the sustainable investments through their positive contribution to one or more of the Environmental and Social SDGs referenced above. Consequently, the Sub-Fund does not commit to a minimum share of non-Taxonomy aligned environmentally sustainable investments and the minimum share of sustainable investments with an environmental objective is 0%, provided that the sum of sustainable investments with an environmental objective and socially sustainable investments meets the minimum proportion overall of 20%.</p>
	<p> <b>What is the minimum share of socially sustainable investments?</b></p> <p>The Sub-Fund will invest at least 20% in sustainable investments with an environmental objective that are not aligned with the EU Taxonomy and/or sustainable investments with a social objective.</p> <p>The Investment Manager measures the attainment of the environmental and social objectives of the sustainable investments through their positive contribution to one or more of the Environmental and Social SDGs referenced above. Consequently, the Sub-Fund does not commit to a minimum share of socially sustainable investments and the minimum share of socially sustainable investments is 0%, provided that the sum of sustainable investments with an environmental objective and socially sustainable investments meets the minimum proportion overall of 20%.</p>
	<p> <b>What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?</b></p> <p>These investments comprise ancillary liquid assets and derivatives for efficient portfolio management purposes. Minimum environmental and social safeguards are not applicable due to the nature of the investments.</p>
<p></p> <p><b>Reference benchmarks</b> are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.</p>	<p><b>Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?</b></p> <p>No. The Index is a broad market index which is not used to promote environmental and/or social characteristics.</p>
<p></p>	<p> <b>Where can I find more product specific information online?</b></p>

	More product-specific information can be found on the website:
--	--

	<a href="https://investment-solutions.mercer.com/global/all/en/investment-solutions-home/responsible-investment.html">https://investment-solutions.mercer.com/global/all/en/investment-solutions-home/responsible-investment.html</a>
--	---

WF-70363013-3