

IMPORTANT: IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT
YOUR PROFESSIONAL ADVISER

HARGREAVES LANSDOWN FUND MANAGERS LIMITED

PROSPECTUS

HL SELECT UMBRELLA TRUST

Dated and valid as at
9 April 2026

HL SELECT UK GROWTH SHARES
HL SELECT UK INCOME SHARES
HL SELECT GLOBAL GROWTH SHARES

PROSPECTUS

This document is the Prospectus for the Trust which has been prepared in accordance with the Rules (each as defined in Section 1 below), and is dated and valid as at 9 April 2026. Copies of this document have been sent to the Financial Conduct Authority and the Trustee.

Hargreaves Lansdown Fund Managers Limited, the authorised fund manager of the Trust, is the entity responsible for the information in this Prospectus. To the best of its knowledge and belief (having taken reasonable care to ensure that such is the case) the information in this Prospectus does not contain any untrue or misleading statement or omit any matters required by the Rules to be included in it. Hargreaves Lansdown Fund Managers Limited accepts responsibility accordingly.

No person has been authorised by the Manager to give any information or to make any representations in connection with the offering of Units other than those contained in this Prospectus and, if given or made, such information or representations must not be relied on as having been made by the Manager. The delivery of this Prospectus or the issue of Units shall not, under any circumstances, create any implication that the affairs of the Trust have not changed since the date of this Prospectus. This Prospectus is based on information, law and practice at the date on the front page. The Manager cannot be bound by an out of date Prospectus when a new version has been issued, and investors should check with the Manager that this is the most recently published Prospectus.

Potential investors should not treat the contents of this Prospectus as advice relating to legal, taxation or investment matters, and should consult their own professional advisers concerning the acquisition, holding and/or disposal of Units.

The distribution of this Prospectus and the offering of Units in certain jurisdictions may be restricted. Potential investors are required to inform themselves about, and to observe, any such restrictions. This Prospectus does not constitute an offer or solicitation by 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.

The Manager, the Trust and the Funds have not been and will not be registered in the United States of America under any applicable legislation. Units may not be offered, sold or delivered in the United States of America or to investors who are US Persons.

Units are not listed on any investment exchange.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by Hargreaves Lansdown Fund Managers Limited.

SECTION 1: DEFINITIONS

"Administrator and Registrar"	Northern Trust Global Services SE or such other entity (or entities) to whom the Manager has delegated its administration and/or registrar function from time to time.
"Auditor"	Ernst & Young LLP, or such other entity as is appointed as auditor to the Funds from time to time.
"Benchmark Regulation"	The UK version of Regulation (EU) 2016/1011
"Business Day"	Monday to Friday excluding public and bank holidays in England or any day on which UK clearing banks are not open for business in London.
"CASS"	The Client Assets Sourcebook which forms part of the FCA's Handbook of Rules and Guidance, as amended from time to time. References to rules and guidance in the CASS Sourcebook are prefaced by "CASS".
"COLL Sourcebook"	The Collective Investment Scheme Sourcebook which forms part of the FCA's Handbook of Rules and Guidance, as amended from time to time. References to rules and guidance in the COLL Sourcebook are prefaced by "COLL".
"Custodian"	The Northern Trust Company, London Branch or such other entity (or entities) to whom the Trustee has delegated its custody function from time to time.
"Cut-off Point"	the point prior to which orders to buy, sell, Convert or Switch Units must be received by the Administrator in order for them to be actioned at the next Valuation Point.
"Data Controller"	A person or organisation that determines the purposes and means of processing personal data.
"Dealing Day"	Monday to Friday where these days are Business Days.
"efficient portfolio management"	An investment technique where derivatives are used for one or more of the following purposes: reduction of risk, reduction of cost or the generation of additional income with a level of risk which is consistent with the risk profile of the relevant Fund and the risk diversification rules set out in the COLL Sourcebook, as further described in Appendix 2.
"FCA"	The Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, or any relevant successor regulatory body from time to time.
"Funds"	The sub-funds of the Trust as set out in Section 3 of this Prospectus, and "Fund" means any one of the Funds.
"Glossary"	Means the FCA's Glossary of Terms which forms part of the FCA's Handbook of Rules and Guidance as amended from time to time.
"HL Group"	(i) Hargreaves Lansdown Limited (company number 02122142) and any other company which is from time to

	time a subsidiary or subsidiary undertaking or controlled by Hargreaves Lansdown Limited; and (ii) the immediate holding company of Hargreaves Lansdown Limited. For these purposes "subsidiary", "subsidiary undertaking" and "holding company" have the meaning given in the Companies Act 2006.
"HMRC"	HM Revenue & Customs.
"Investment Manager"	An investment manager appointed by the Manager from time to time to manage certain of the assets of a Fund, as further explained in Section 2 and Appendix 7.
"Manager"	Hargreaves Lansdown Fund Managers Limited, the authorised fund manager of the Trust.
"Personal Data"	Any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
"Processing"	Any operation or set of operations which is performed on personal data or on sets of personal data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
"Register"	The register of Unitholders of a Fund.
"Rules"	The applicable rules set out in the FCA Handbook (including the COLL Sourcebook, as relevant).
"Scheme Property"	The scheme property of a Fund required under the COLL Sourcebook to be given for safekeeping to the Trustee.
"Trust"	HL Select Umbrella Trust.
"Trust Deed"	The deed entered into by the Manager and the Trustee constituting the Trust, as amended or supplemented from time to time.
"Trustee"	Northern Trust Investor Services Limited, the trustee and depositary of the Trust.
"UK UCITS"	Means as defined in the Glossary to the FCA's Handbook of Rules and Guidance, as amended from time to time.
"Unit"	A Unit in a Fund (or a fraction thereof), and "Units" shall be construed accordingly.
"United States of America"	The United States of America (including the States and the District of Columbia), its territories, its possessions and any other areas subject to its jurisdiction.

"Unitholder"	A holder of Units.
"US Persons"	Means as defined in Section 8.
"Valuation Point"	the point, whether on a periodic basis or for a particular valuation, at which the Manager carries out a valuation of the Scheme Property for a Fund (as the case may be) for the purpose of determining the price at which Units of a class may be issued, cancelled, sold or redeemed.
"VAT"	UK value added tax.

SECTION 2: MANAGEMENT AND ADMINISTRATION

The Manager

Hargreaves Lansdown Fund Managers Limited is the authorised fund manager of the Trust and also of the other authorised schemes listed in Appendix 6. The Manager is a private limited company incorporated in England and Wales on 15 April 1992 (registered number 2707155). The registered and head office of the Manager is One College Square South, Anchor Road, Bristol BS1 5HL. The Manager is a wholly-owned subsidiary of Hargreaves Lansdown PLC and forms part of the HL Group. The Manager is authorised and regulated by the Financial Conduct Authority.

The Manager has an authorised share capital of 100,000 shares of £1 each of which 80,000 shares of £1 each are in issue and fully paid.

The executive directors of the Manager are: Paul Anthony Dimambro, Tobias Vaughan and Priti Verma. Each of these individuals is employed within the HL Group, the services of which include a direct-to-consumer platform service, portfolio management, personal financial planning and stockbroking.

The independent directors of the Manager are John Troiano and John Misselbrook. Each of these individuals: (a) may also serve as independent / non-executive directors of other entities of the HL Group; and (b) may engage in other business activities not connected with the business of the Manager or the HL Group. Any material conflicts of interests are managed appropriately and regularly reviewed.

The Trust Deed and Rules contain provisions governing the responsibilities of the Manager in relation to the management and administration of each Fund, including (but not limited to) portfolio management and risk management of each Fund, maintaining the Funds' books and records, valuing the Funds' assets and liabilities, calculating the Net Asset Value of each Fund and each Unit, and the issue, sale and distribution of Units. The Manager covers its professional liability risks in respect of these activities by holding additional capital ("own funds") as calculated in accordance with regulatory requirements.

The Manager may delegate the performance of (but not responsibility for) certain of its functions to third parties. Further details of the functions currently delegated by the Manager are set out below.

Remuneration Policy

The Manager is required to have a remuneration policy that is in accordance with the Rules, relating to the way in which the Manager remunerates its staff. The policy is required to ensure that the Manager's remuneration practices (for those staff caught by the applicable rules):

- are consistent with and promote sound and effective risk management;
- do not encourage risk taking and are consistent with the risk profiles, or the constitutional documents of the Trust;
- do not impair the Manager's duty to act in the best interests of the Trust; and
- include fixed and variable components of remuneration including salaries and discretionary pension benefits.

The remuneration of individuals across the HL Group, including the Manager, usually consists of a salary and a discretionary, performance-related bonus. Award of variable remuneration is linked to the competent performance of apportioned duties and achievement of role-specific objectives and behaviours aligned to HL Group values. Remuneration decisions take place in the context of the financial performance of the Manager, although it will be impacted by the wider HL Group, performance of the Trust or a Fund or Funds and an individual's personal contribution. The HL Group has a Remuneration Committee that sets and maintains remuneration policies and practices for HL Group directors and senior managers (i.e. "Code Staff"). Below the level covered by the Remuneration Committee, the Executive Committee is responsible for developing and implementing appropriate remuneration structures across the business, in order to achieve HL Group objectives. Further details are available at www.hl.co.uk, a paper copy of which can be supplied free of charge on request.

The Trustee and Depositary

The trustee of the Funds is Northern Trust Investor Services Limited, a UK limited liability company, incorporated on 29 April 2020 with company number 12578024. Its registered office and principal place of business is at 50 Bank Street, London E14 5NT. The Trustee is authorised and regulated by the Financial Conduct Authority.

The Trustee's ultimate holding company is The Northern Trust Corporation, a company which is incorporated in the State of Delaware, United States of America, with its headquarters at 50 South La Salle Street, Chicago, Illinois. The principal activity of the Trustee is trustee and depositary services.

The Trustee is responsible for the safekeeping of all the Scheme Property of the Trust, which includes (i) holding in custody all financial instruments that can be registered in an account opened in the Trustee's books and all financial instruments that can be physically delivered to the Trustee; and (ii) for other assets, verifying the ownership of such assets and maintaining records accordingly. The Trustee also has a duty to take reasonable care to ensure that the Trust is managed in accordance with the Trust Deed and the provisions of the Rules relating to the pricing of, and dealing in, Units and relating to the income and the investment and borrowing powers of the Trust. The Trustee (in its capacity as depositary) is also responsible for monitoring the cash flows of the Funds, and must ensure that certain processes carried out by the Manager are performed in accordance with the Rules, this Prospectus and the Trust Deed.

Terms of Appointment

The appointment of the Trustee as depositary of the Trust has been made under an agreement between the Manager and the Trustee (as amended and novated from time to time) (the "**Depositary Agreement**") in accordance with the Rules. The Trustee has been appointed as the depositary of the Trust in accordance with the Rules. The rights and duties of the Trustee (in its capacity as depositary) are governed by the Depositary Agreement (as described below) and the Rules.

The Depositary Agreement is terminable on receipt of six months' written notice given by either party. The Trustee may not retire from its role as depositary voluntarily except on the appointment of a new depositary.

The Depositary Agreement contains provisions indemnifying the Trustee in its capacity as depositary and limiting the liability of the Trustee in its capacity as depositary in certain circumstances.

Subject to the Rules, the Trustee has full power under the Depositary Agreement to appoint third party delegates (including its own affiliates, subsidiaries, or country branches) and to authorise its delegate to appoint sub-delegates to provide custody services and asset verification services in respect of the assets of the Trust, in accordance with applicable provisions laid down in the Rules.

As a general rule, where the Trustee delegates any of its custody functions to a delegate, the Trustee will remain liable for any losses suffered as a result of an act or omission of the delegate as if such loss had arisen as a result of an act or omission of the Trustee. The use of clearing or settlement systems or order routing systems, does not constitute a delegation by the Trustee of its functions.

As at the date of this Prospectus, the Trustee has delegated custody services to The Northern Trust Company, London Branch. The Custodian is a company established under the laws of the State of Illinois in the United States of America with limited liability, whose principal place of business in England and Wales is at 50 Bank Street, Canary Wharf, London, E14 5NT. The Custodian is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Custodian has sub-delegated custody services to sub-custodians in certain markets in which the Trust may invest. A list of the sub-custodians is provided in Appendix 5. Investors should note that the list of sub-custodians may be updated from time to time, however, the Prospectus is updated only periodically.

The Trustee, in its capacity as depositary (and the Custodian, as its delegated custodian) will receive a fee from the Scheme Property of the Funds as detailed below under the heading "Trustee's Charges and Expenses".

The Trustee is liable to the Trust for the loss of financial instruments which are held in custody as part of the Trustee's safekeeping duties. The liability of the Trustee will not be affected by the fact that it has entrusted its safekeeping duties to a third party save where this liability has been lawfully discharged to a delegate (any such discharge will be notified to Unitholders) or where the loss of a financial instrument arises as a result of an external event beyond the reasonable control of the Trustee as provided for under the COLL Sourcebook. The Trustee will not be indemnified out of the assets of a Fund for the loss of financial instruments where it is so responsible. As per written agreement the Trustee is not entitled to re-use any of a Fund's assets or to authorise the Custodian (or any sub-custodian) to do so, unless otherwise agreed by the Manager.

Up to date information regarding the Trustee and its appointment as depositary, including: (i) the description of its duties and any conflicts of interest that may arise between the Trust, a Unitholder or the Manager and the Trustee; and (ii) the description of any safekeeping functions delegated by the Trustee, the description of any conflicts of interest that may arise from such delegation, and (iii) the list showing the identity of each delegate and sub-delegate, will be made available to a Unitholder on request.

Administration Services

The Manager has appointed Northern Trust Global Services SE to provide certain fund administrative services, including fund accounting, valuation, calculation and transfer agency services. The Manager has also appointed Northern Trust Global Services SE to maintain each Fund's Register. The registered office of the Administrator and Registrar is at 50 Bank Street, London E14, 5NT, England.

Investment Managers

Subject to the Rules, the Manager may appoint one or more third party Investment Managers to provide investment management and advisory services to the Manager in respect of the Funds. Details of the Investment Manager(s) appointed by the Manager as at the date of this Prospectus are set out in Appendix 7.

Where a Investment Manager is appointed, the appointment agreement will provide that:

- the Manager delegates a segment of the relevant Fund's Scheme Property to the Investment Manager, and the Investment Manager has the discretion to deal in investments for that segment of the portfolio, subject at all times to: (i) the investment and borrowing powers applicable to the Fund (as summarised in Appendix 1); (ii) any instructions provided by the Manager to the Investment Manager from time to time; and (iii) the oversight of the Manager;
- the Investment Manager is not entitled to any commission as a result of its dealings with the Scheme Property of the relevant Fund. However, the Investment Manager is remunerated from the Scheme Property of the relevant Fund, as set out in Section 5 of this Prospectus;
- the Investment Manager's appointment shall terminate: (i) automatically if the Manager ceases to be the authorised fund manager of the Trust, or if the Trust or the relevant Fund is wound-up; and (ii) immediately by notice from the Manager to the Investment Manager at any time where it is in the best interests of the Unitholders to do so.

For each Fund, where appointed, an Investment Manager will exercise their responsibilities over a segmented portfolio of the Scheme Property of the relevant Fund. At the discretion of the Manager: (i) subscriptions to the relevant Fund will be allocated to the segmented portfolios; and (ii) withdrawals from the relevant Fund will be taken from the segmented portfolios, in each case in such proportions as the Manager determines. The Manager reserves the right at any time to re-allocate a proportion of the value of any segmented portfolio to another segment (where applicable).

Information on the potential conflicts of interests relating to an Investment Manager's appointment is set out in Section 10. Further information concerning the Manager's use of Investment Managers is set out in Appendix 1, and 7.

The Auditor

The Auditor of the Trust is Ernst & Young LLP of 1 More London Place, London SE1 2AF. The Auditor is required to audit and express its opinion of the financial statements of each Fund in accordance with applicable laws and auditing standards.

SECTION 3: CONSTITUTION AND STATUS OF THE TRUST

Authorisation

The Trust is an authorised unit trust scheme established by the Trust Deed between the Trustee and the Manager dated 10 October 2016. It was granted authorisation by order of the FCA on 10 October 2016. Its Product Reference Number is 756898.

The Trust is categorised as a "UK UCITS" for the purposes of the Rules. This means that Units in a Fund are available for investment for all classes of investor in the UK. The base currency of the Trust is pounds sterling.

Structure

The Trust is structured as an umbrella unit trust comprising a number of Funds, as set out below and in Appendix 1. Units in the following Funds are currently available:

Name	FCA product reference number	Authorisation Date
HL Select UK Growth Shares	760708	10 October 2016
HL Select UK Income Shares	771493	13 February 2017
HL Select Global Growth Shares	839039	1 April 2019

Different Funds may be established from time to time by the Manager with the approval of the FCA, the agreement of the Trustee, and in accordance with the Trust Deed. On the introduction of a new Fund, a revised Prospectus will be prepared setting out the relevant details of each Fund.

Each Fund has a specific portfolio to which that Fund's assets and liabilities are attributable. The Funds are treated as segregated portfolios of assets and accordingly the assets of a Fund belong exclusively to that Fund and shall not be used or made available to discharge (directly or indirectly) the liabilities of, or claims against, any other person or body, including the Trust and any other Fund and shall not be available for any such purpose.

Subject to the above, each Fund will be charged with the liabilities, expenses, costs and charges of the Trust attributable to that Fund. Any assets, liabilities, expenses, costs or charges not attributable to a particular Fund may be allocated by the Manager in a manner which it believes is fair to the Unitholders generally. This will normally be pro rata to the Net Asset Value of the relevant Funds.

Whilst the Trust Deed provides for segregated liability between the Funds, the concept of segregated liability may not be recognised and given effect by a court in certain contexts including where the relevant contractual documents involving a Fund are not construed in a manner to provide for segregated liability. Where claims are brought by local creditors in foreign courts or under foreign law contracts, and the liability relates to one Fund which is unable to discharge that liability, it is not clear whether a foreign court would give effect to the segregated liability contained in the Trust Deed. Therefore, it is not possible to be certain that the assets of a Fund will always be completely insulated from the liabilities of another Fund of the Trust in every circumstance.

Unless otherwise specified in Appendix 1, the base currency of each Fund is pounds sterling. Key investor information documents in respect of the Funds, including historic performance data, are available from the Manager.

Nature of the Units

For each Fund, Unitholders hold Units which reflect the value of the assets held by that Fund. The right represented by Units in a Fund is that of a beneficial interest under a trust. A Unitholder is not liable to make any further payment to the relevant Fund after they have paid the purchase price of the Unit. Unitholders will not be liable for the debts, if any, of the relevant Fund or the Trust. Each undivided Unit ranks *pari passu* with the other undivided Units in a Fund.

The Trust Deed permits the issue of a number of different classes and types of Units for each Fund, including both income Units and accumulation Units. An income Unit represents one undivided Unit in the Fund in respect of which income earned by that Unit (if any) is to be distributed to the Unitholder. An accumulation Unit is an undivided Unit in respect of which the income earned by that Unit (if any) is accumulated and reflected in its value.

Each class of Unit issued by a Fund may vary by factors such as whether it pays out or accumulates income, or attracts different fees, charges and expenses. As a result, money may be deducted from the classes in unequal proportions. In these circumstances the proportionate interests of a Fund's Unit classes will be adjusted in accordance with the Trust Deed.

A summary of the Unit classes currently issued by each Fund, the relevant investment requirements and applicable charges for each class of Unit is set out in Appendix 1.

The Trustee (at the instruction of the Manager) may from time to time create additional Unit classes in a Fund, provided this does not result in any material prejudice to existing Unitholders of that Fund, and subject to the Trust Deed. In these circumstances, a new Prospectus shall be issued, setting out the details of such new Unit class(es).

Further information on the Funds' Unit dealing and pricing arrangements is set out in Sections 6 and 7.

The Manager seeks at all times to ensure that Unitholders are treated fairly and has an obligation to act honestly, fairly, professionally, independently and in the interest of the Funds and their respective Unitholders. For each Fund, there is no preferential treatment afforded to any one individual or group of Unitholders above another in terms of buying and selling Units and holding Units within a Fund, although the Manager may use its discretion in such matters, in which case Unitholders will be given a description of the preferential treatment and what it involves.

The Manager has internal controls in place to prevent conflicts of interest and to prevent a material risk of damage to the interests of Unitholders. Further information about potential conflicts of interest is set out in Section 10.

The Register

For each Fund, title to Units is evidenced in the Register of Unitholders, and the Register shall be conclusive as to the persons respectively entitled to the Units entered in the Register as a matter of law. No certificates will be issued to Unitholders. No notice of any trust, express, implied or constructive, shall be entered on the Register in respect of any Unit and the Manager and Trustee shall not be bound by any such notice.

The Register is maintained by the Administrator and Registrar, and may be inspected by a Unitholder at the following address during normal business hours on a Business Day: 50 Bank Street, Canary Wharf, London E14 5NT.

Unitholder's relationship with a Fund and its service providers

All Unitholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the Trust Deed, copies of which are available on request from the Manager. The provisions of the Trust Deed are binding on the Manager, the Trustee and each Unitholder.

The subscription documents for a Fund (being this Prospectus, the Trust Deed, Key investor Information Document and any application form submitted by or on behalf of a Unitholder) are governed by English law, and the Courts of England & Wales shall have exclusive jurisdiction in relation to claims made under or in respect of such subscription documents.

Each Fund is reliant on the performance of service providers, whose details are set out above. No Unitholder will have any direct contractual claim against any such service provider. This is without prejudice to any right a Unitholder may have to bring a claim against an FCA authorised service provider pursuant to Section 138D of the Financial Services and Markets Act 2000 or any tortious rights of action.

If a Unitholder has a complaint in respect of a Fund, such complaints may be made to the Manager at the following address: Fund Administration Manager, One College Square South, Anchor Road, Bristol BS1 5HL. If a Unitholder is not satisfied with the way the Manager handles a complaint, Unitholders who are "eligible complainants" may refer such complaints to the Financial Ombudsman Service: (i) by post at Exchange Tower, Harbour Exchange Square,

London E14 9SR; (ii) by telephone on 0800 023 4567 or 0300 123 9 123; or (iii) by email at: complaint.info@financial-ombudsman.org.uk. Further information is available at: www.financial-ombudsman.org.uk.

The Manager is a member of the Financial Services Compensation Scheme. Unitholders may therefore be entitled to compensation from the Scheme if the Manager cannot meet its obligations. This depends on the eligibility of the relevant investor and the circumstances of the claim. There are limits on the amount of compensation available (as at the date of this Prospectus, most types of investment business are covered up to 100% of the first £85,000). Further information about the Financial Services Compensation Scheme is available on request, or by contacting the FSCS at: 10th Floor Beaufort House, 15 St. Botolph Street, London EC3A 7QA, by visiting www.fscs.org.uk, or by telephone: 0800 678 1100.

Genuine Diversity of Ownership Condition

Units in a Fund shall be marketed and made available sufficiently widely to reach the intended categories of investors, and in a manner appropriate to attract those categories of investors.

SECTION 4: INVESTMENT OBJECTIVES AND POLICIES

General

The investment objective and investment policy for each of the Funds is set out in Appendix 1.

Changes to the investment objective and/or the investment policy

In the event the Manager proposes to amend the investment objective and/or investment policy of a Fund:

- it will obtain the Trustee's and the FCA's consent, in accordance with the Rules;
- depending on the materiality of the proposed changes, it will treat the change as a "fundamental change", a "significant change" or a "notifiable change" (see Section 10), and will either obtain Unitholders' consent or notify Unitholders (unless the Manager concludes that the change is insignificant), as is required in the circumstances under the applicable Rules.

ISA Eligibility

It is intended that Units in a Fund are eligible investments for a Stocks and Shares Individual Savings Account (ISA).

Investment and Borrowing Powers

The Trust, and accordingly each Fund, is a UK UCITS and is therefore subject to certain restrictions on investment for UK UCITS as prescribed by the Rules. Each Fund is also subject to any restrictions set out in the Trust Deed and this Prospectus. A summary of the applicable investment and borrowing powers is set out in Appendix 2.

SECTION 5: CHARGES AND EXPENSES

The Manager's Charges and Expenses

Initial Charge

The Manager is entitled, under the Trust Deed, to an initial charge which is included in the sale price of the Units. The Manager's current initial charges are set out in Appendix 1. The initial charge may be waived or reduced at the Manager's discretion. Accordingly, if you invest via a platform or other nominee, there may be a reduced initial charge.

Fixed Management Charge and Ongoing Charges

The Manager is also entitled under the Trust Deed to make a periodic annual management charge. The Manager will charge a fixed percentage rate per annum (the "**Fixed Management Charge**"). The Fixed Management Charge applicable to each Fund is set out in the table below.

The Fixed Management Charge will comprise of all ongoing charges and expenses of the Fund. Any additional costs may be paid out of a Fund but will be reimbursed by the Manager. The **Fixed Management Charge does however exclude the costs of buying or selling the assets for the Fund**, including broker's commission, fiscal charges (including Stamp Duty) and other disbursements as listed under point (a) of 'Other Costs and Expenses' below.

The Fixed Management Charge is calculated and accrued daily. The daily accrual is based on the Net Asset Value of the Fund in respect of each Unit class at the Valuation Point of the previous day. The fee is paid monthly in arrears out of the Scheme Property of each Fund.

The level of this fee may vary for different Classes of Unit and for different Funds and is expressed as an annual percentage of the proportion of the Net Asset Value of the Fund attributed to each Class of Units. All or a portion of the Fixed Management Charge may be waived by the Manager at its sole discretion.

Tiered Fixed Management Charge

Currently, in respect of Class A Units available in each of the Funds the Manager's Fixed Management Charge is charged on a tiered pricing basis ("**Tiered Fixed Management Charge**").

By way of summary, this means that the Manager's Fixed Management Charge will be charged at different rates across different tiers or levels of the Funds' overall Net Asset Value. The purpose of this arrangement is to pass on to Unitholders some of the benefit of the potential savings which may be achieved through the economies of scale generated through an applicable growth of assets under management of a Fund.

Where the Manager's Fixed Management Charge is charged on a Tiered Fixed Management Charge basis, each relevant Unit class will have a starting Fixed Management Charge which will, in effect, represent the maximum rate of Fixed Management Charge that may currently be applied in respect of that Unit class (the "**Starting Fixed Management Charge**").

The table below sets out the rates of Fixed Management Charge that will be charged for the current Unit classes issued in respect of each Fund where Tiered Fixed Management Charge Pricing is applied.

Fund	Starting Fixed Management Charge rate applied to the Net Asset Value of the	Fixed Management Charge rate applied to the Net Asset Value of the Fund between in	Fixed Management Charge rate applied to the Net Asset Value of the Fund between in	Fixed Management Charge rate applied to the Net Asset Value of the Fund in
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	Fund up to £1 billion	excess of £1 billion and up to £2 billion	excess of £2 billion and up to £3 billion	excess of £3 billion
HL Select UK Growth Shares	0.60%	0.59%	0.58%	0.57%
HL Select UK Income Shares	0.60%	0.59%	0.58%	0.57%
HL Select Global Growth Shares	0.60%	0.59%	0.58%	0.57%

The table and information above will be updated, as appropriate, on the issue of new Unit classes and/or sub-funds which apply Tiered Fixed Management Charge pricing.

Appendix 1 contains information on the Fixed Management Charge for each Unit class of each Fund within the Trust.

Redemption charge

The Manager is entitled under the Trust Deed to apply a charge on the redemption of units in each Fund but at present does not intend to introduce such a charge. If a redemption charge was introduced at any stage it would only apply to Units issues after introduction of the charge.

Fund accounting charges

The Administrator and Registrar is remunerated for the provision of fund accounting services that is calculated and accrued daily based on the Net Asset Value of each Fund. The charge is paid monthly in arrears out of the Scheme Property of the Fund. The per annum fund accounting charge is:

Fund Accounting Charge	Value of Fund
0.01% of the Net Asset Value of a Fund	Up to £250 million*
0.0075% of the Net Asset Value of a Fund	Between £250 million and £500 million
0.005% of the Net Asset Value of a Fund	Between £500 million and £750 million
0.002% of the Net Asset Value of a Fund	Over £750 million

*subject to a minimum fund accounting charge of £25,000 per Fund per annum (waived for the first 12 months for new fund launches).

Investment Manager Fee

The Investment Managers which may be appointed for a Fund are remunerated by advisory fees that are deducted from the Scheme Property of the relevant Fund.

For each Investment Manager, the Investment Manager Fee is calculated and accrued daily based on the Net Asset Value of the segment of the relevant Fund's portfolio allocated to that Investment Manager. The fee is paid monthly in arrears out of the Scheme Property of the relevant Fund.

Increases to Manager's charges and expenses

The Manager is not permitted to: (i) levy a redemption charge; or (ii) increase the rates of its initial, fixed ongoing or administration charges unless 60 days' prior written notice of such change and the date of its commencement has been given to all Unitholders in the relevant Fund and this Prospectus has been revised to reflect the proposed changes.

Trustee's charges and expenses

Periodic charge

The Trustee's fee is a periodic charge based on the Net Asset Value of each Fund, charged per Fund at the following rates:

Trustee's Fee	Value of Fund
0.01% of the Net Asset Value of a Fund	Up to £100 million
0.0075% of the Net Asset Value of a Fund	Between £100 million and £1 billion
0.005%	On balances greater than £1 billion

(plus VAT). The Trustee's periodic charge is accrued and calculated on a daily basis based on the Net Asset Value of each Fund in respect of each Unit class at the Valuation Point of the previous day. The fee is paid monthly in arrears out of the Scheme Property of the Fund or by the Manager.

Custody and transaction charges

The Trustee is also entitled to payment of custody and transaction charges in relation to the transaction handling and safekeeping of the Funds' Scheme Property as follows:

Charge	Range
Transaction charges	£2 to £80 per transaction
Custody charges (UK equities)	0.002% per annum
Custody charges (International equities)	0.002% to 0.15% per annum

These charges may vary from country to country depending on the markets and types of transaction involved. The transaction charges accrue at the time the transactions are carried out and are payable no later than the last Business Day of the month where the charge is incurred or as otherwise agreed between the Manager and the Trustee. Custody charges accrue on a daily basis and are paid monthly in arrears. The minimum custody and transactions charges in aggregate per annum, and in total across all schemes managed by the Manager, is £40,000.

Expenses

Where relevant, the Trustee may make a charge for its services in relation to distributions from a Fund. The Trustee may purchase or sell or deal in the purchase or sale of Scheme Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the Rules.

The Trustee is also entitled to reimbursement out of the Scheme Property of each Fund or by the Manager in respect of all liabilities, costs and expenses (together with any VAT thereon) incurred in the proper performance of its duties (or exercising powers conferred upon it) under the Trust Deed, the Rules or by general law.

Increases to Trustee's charges and expenses

The Trustee is permitted to increase its remuneration, subject to the Manager's agreement. If the change materially increases the payments out of a Fund, Unitholders will be given 60 days' prior written notice.

Registration Fees and Charges

Charges in relation to the establishment and maintenance of the Register are charged directly to each Fund and are paid monthly in arrears. The current charge is £12 per Unitholder per annum. There is also an administration fee of £3,000 per Fund.

In respect of transfer agency activities, a Unitholder transaction fee is charged of £10 or £12 per transaction in respect of manual transactions, and £4 per transaction in respect of automated transactions. These charges are paid monthly in arrears out of the relevant Fund.

Any increase in the Administrator and Registrar's fees may only take effect if 60 days' prior written notice has been given to all Unitholders and this Prospectus has been revised to reflect the change and date of commencement.

Other Costs and Expenses

The following costs and expenses (being the amounts actually incurred at such time) together with any applicable VAT thereon may be payable by a Fund from its assets at the discretion of the Manager:

- (a) transaction costs such as broker's commission, fiscal charges (including Stamp Duty) and other disbursements which are:
 - (i) necessary to be incurred in effecting transactions for a Fund; and
 - (ii) normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- (b) interest on borrowings permitted in respect of a Fund and charges incurred in effecting or terminating such borrowing or in negotiating or varying the terms of such borrowings;
- (c) taxation and duties payable in respect of the property of a Fund, the Trust Deed or the issue of Units;
- (d) any costs incurred in modifying the Trust Deed (including costs incurred in respect of meetings of holders convened for purposes which include the purpose of modifying the Trust Deed), where the modification is:
 - (i) necessary to implement, or necessary as a direct consequence of, any change in the law (including changes in the Rules); or
 - (ii) expedient having regard to any change in the law made by or under any fiscal enactment and which the Manager and the Trustee agree is in the interest of holders; or
 - (iii) to remove from the Trust Deed obsolete provisions;
- (e) any costs incurred in respect of meetings of Unitholders convened on a requisition by Unitholders not including the Manager or an associate of the Manager;
- (f) certain liabilities (as set out in the COLL Sourcebook) on unitisation, amalgamation or reconstruction of a Fund or the Trust;
- (g) the audit fee properly payable to the Auditor and any proper expenses of the Auditor;
- (h) any fee and any proper expenses of any professional advisers retained for or on behalf of the Trust or by the Manager in relation to a Fund;

- (i) payments, costs or any other administrative expenses in relation to the preparation or dissemination of the Prospectus and the preparation of the key investor information document or equivalent documentation (in the case of the key investor information document or equivalent documentation, only the cost of preparation may be charged);
- (j) the periodic fees of the FCA under the Financial Services and Markets Act 2000 or the corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which Units in a Fund are or may be marketed;
- (k) any costs of printing and distributing annual, half yearly and quarterly reports and any other reports or information provided to Unitholders;
- (l) any costs of listing the price of Units in a Fund in publications and information services selected by the Manager;
- (m) any payment permitted by the Rules in connection with liabilities on a transfer of assets;
- (n) any costs of establishing and obtaining authorisation of a Fund;
- (o) any costs incurred producing and despatching any payment from a Fund;
- (p) any costs incurred in taking out and maintaining an insurance policy in relation to a Fund;
- (q) any costs or fees which arise in connection with pursuing or defending litigation on behalf of a Fund or the Trust;
- (r) any amount payable by a Fund or the Trust under any indemnity provisions provided for in the Trust Deed or any agreement to which a Fund or the Trust is party (subject to all applicable laws and regulations, including the Rules);
- (s) any costs incurred in connection with the establishment and maintenance of the Register and any plan sub-register;
- (t) out of pocket expenses incurred in providing administration services such as Fund set-up costs, telephone, fax, courier charges etc.

VAT on any fees, charges or expenses will be chargeable out of the property of a Fund or by the Manager where applicable.

The dealing charges of the Administrator and Registrar and any electronic straight through processing transaction network providers, will be paid out of the Scheme Property of a Fund or by the Manager.

Certain direct and indirect operational costs and/or fees may arise from time to time as a result of efficient portfolio management techniques used for the benefit of the Funds. These costs and/or fees are regarded as transaction costs and therefore fall within the costs noted in paragraph (a) above.

Allocation of fees and expenses

All of the above fees, charges and expenses (where charged) will be charged as follows:

- Fees, charges and expenses which are attributable to a particular Unit class of a Fund will be charged to that Unit class.
- Fees, charges and expenses which are attributable to a particular Fund will be charged to that Fund. If there is more than one Unit class in issue in that Fund, the relevant fee, charge or expense will normally be allocated pro rata to the Net Asset Value of the Scheme Property attributable to those Unit classes.

- Fees, charges and expenses not attributable to a particular Fund will usually be allocated between the Funds pro rata to the Net Asset Value of each Fund.

The Manager has the discretion to allocate fees, charges and expenses in a different manner where it considers this to be reasonable and fair to Unitholders.

Charges to capital

Where the objective of a Fund is to treat the generation of income as a higher priority than capital growth, or the generation of income and capital growth have equal priority, all or part of the Manager’s fees (and any other charges) may be charged against a Fund’s capital instead of its income. This may result in capital erosion or constrain capital growth.

Currently, the following Funds deduct charges (including the Manager’s Annual Management Charge (or AMC), the Investment Manager Fee (if any) and the Trustee’s Periodic Charges) from capital:

Fund(s)
HL Select UK Income Shares

This treatment should increase the amount of income available for distribution to Unitholders, but may constrain capital growth.

Ongoing Charges Figure (“OCF”)

The OCF is a standardised method for calculating and disclosing the charges of a unit/share class for an authorised fund, based on the previous year’s expenses. The OCF:

- includes charges such as the relevant Fund’s annual management charges, custody charges and administration fees;
- includes transaction costs incurred in investing in other collective investment schemes;
- otherwise excludes the costs to the authorised Fund of buying and selling investments.

Where there is not enough historic data available (or where historic data will not provide a reliable indication of future costs), an estimated OCF will be calculated based on the most reliable information available. The current OCFs for the Funds are set out in Appendix 1. Investors should note that the OCF of a Fund may vary from year to year.

Exemption from liability to account for profits

The Manager is not liable to Unitholders for any profits or benefits it makes or receives that are derived from or in connection with: (i) dealings in Units; (ii) any transactions in Scheme Property; and (iii) the supply of services to the Trusts and the Funds.

SECTION 6: DEALING

Purchase and Sale of Units

The Manager will accept orders for the purchase and sale of Units between the hours of 9.00 a.m. to 5.00pm of each Dealing Day, subject to the rules on pricing (see Section 7). Units in a Fund will be bought or sold at the price calculated by reference to the Valuation Point following receipt of the request by the Manager, as further explained below and in section 7. Instructions to purchase or redeem Units in a Fund may be given directly to the Manager or via a platform or other nominee, subject to minimum investment amounts.

Instructions to the Manager to purchase or sell Units may be provided in the following ways:

1. in writing (addressed to Hargreaves Lansdown Fund Managers Limited, Sunderland, SR43 4AS),
2. where permitted, via an electronic trading system through a 'straight through process' (STP) provider, or
3. at the Manager's discretion over the telephone by calling 0333 3000 360 (all telephone calls may be recorded).

A contract note confirming the transaction will be issued no later than the end of the next Business Day following the relevant Valuation Point. Certificates will not be issued.

Dealing and Valuation

Fund	Cut-off Point	Valuation Point
HL Select UK Growth Shares	1.30pm	10.30pm
HL Select UK Income Shares	1.30pm	10.30pm
HL Select Global Growth Shares	1.30pm	10.30pm

All requests for the purchase or sale of Units on a Dealing Day must be received by the Manager by the Dealing Cut-Off Point on each Dealing Day in order to be dealt with at the valuation point on that Dealing Day. Deals received after the cut-off point on a Dealing Day will be dealt with at the Valuation Point on the next following Dealing Day.

For Unit purchases, investors will only have cancellation rights if an investment is made in a Fund as a result of having taken investment advice from an authorised financial adviser. If an investor exercises a right to cancel, the full amount initially invested may not be received if the price for the Units has fallen since the investment was made.

Settlement Periods for Purchase and Sale of Units

Fund	Purchase of Units	Sale of Units
HL Select UK Growth Shares	Two (2) Business Days from relevant Valuation Point (T+2)	Two (2) Business Days from relevant Valuation Point (T+2)
HL Select UK Income Shares	Two (2) Business Days from relevant Valuation Point (T+2)	Two (2) Business Days from relevant Valuation Point (T+2)
HL Select Global Growth Shares	Two (2) Business Days from relevant Valuation Point (T+2)	Two (2) Business Days from relevant Valuation Point (T+2)

The Manager reserves the right to cancel any application for Units where payment is not received in full by the expiry of the settlement periods set out in the table above.

Units will be redeemed at not less than the price of the Unit as determined at the relevant Valuation Point following the time instructions are received, as calculated in accordance with the Rules. However, Units may also be redeemed through an authorised intermediary who may charge commission.

For each Fund payment of redemption, proceeds will be made within the settlement period set out in the table above. The settlement period will not commence until the Manager receives properly completed documentation.

A contract note will be issued to confirm the transaction on the next Business Day following the relevant Valuation Point. Once a request to redeem Units has been given, it cannot subsequently be withdrawn.

Minimum Investment and Minimum Holding Thresholds

The minimum investment and minimum holding thresholds for each Fund are set out in Appendix 1 (except where the Manager shall in its absolute discretion, permit to the contrary).

Instructions for the sale of part only of a holding will be accepted provided that the value of the Units remaining will be at least the minimum holding amount specified in respect of that Fund in Appendix 1 (except where the Manager shall in its absolute discretion, permit to the contrary).

Investors that invest via platforms or other nominee companies may be permitted to invest smaller minimum investments, including through a regular savings plan.

Client Money

Money received by the Manager which is pending the purchase or follows the redemption of Units will be held in accordance with the FCA's rules in CASS on "client money", in a client money bank account held by the Manager with a third party bank, currently Lloyds Banking Group. No interest is payable to investors on money credited to the client money bank account.

Where the Manager holds client money for an investor which remains unclaimed for a period of six years, the Manager will make reasonable efforts to contact the investor in order to repay that client money. If the Manager is not able to contact such investor, the Manager may pay such unclaimed client money to a registered charity in accordance with the FCA's rules on client money, and the cash will no longer be treated as client money. If the amount due to an investor is greater than £25 (or £100 for an investor that is categorised as a professional client), such investor will subsequently be entitled to a sum equal to such amount, subject to the Manager's verification requirements.

If a bank holding client money fails, investors should note that their client money held by the Manager will be pooled with that held for other investors in the Funds. This means that investors will have a claim against the common pool of money, rather than a claim against a specific sum in a specific account. As a result, any shortfall in the client money bank accounts will be shared on a pro rata basis between all investors on whose behalf the Manager holds client money in the relevant account.

If any bank holding client money fails and the relevant money is not returned, affected investors may be eligible to claim compensation under the Financial Services Compensation Scheme ("FSCS"). The current compensation limit is £85,000 per eligible complainant, per bank, and the limit covers all money held with the bank, whether by the investor directly or through the Manager. Full details of the arrangements under the FSCS are available on its website: www.fscs.org.uk.

If the Manager itself were to fail, a pooling of all the client money held in the client money bank accounts of the Manager at the time of failing would take place, with an obligation to distribute it. The FCA's CASS 7A.2 rules set out how this pooling and distribution would operate, including how any client money received after the failure of the Manager should be treated. This money is not pooled with the money already held at the time of the pooling event but is instead placed in a client money bank account opened after the event and handled in accordance with CASS.

Initial Offer Period and Fund Launch Dates

The Manager may decide to implement an initial offer period in respect of a Fund. Where applicable, details of the commencement and close of any initial offer period, together with details of the initial offer price for Units in a Fund, will be set out in Appendix 1. During an initial offer period, applications for Units in a relevant Fund will be taken and

monies received will be held in accordance with the terms of an investor's nominee or platform service, or as client money held by the Manager (as described above), pending the launch date of that Fund.

The Manager reserves the right to alter the offer period and launch date of a Fund where deemed in the interests of subscribers. For example, the initial offer period may come to an end if the Manager believes the price that would reflect the current value of the Fund would vary by more than 2% from the initial price.

'In specie' subscriptions and redemptions

General: the Manager may, at its discretion, arrange for the Trustee to issue Units in exchange for assets other than cash. The Trustee may also, on the instruction of the Manager, pay out of a Fund's assets other than cash as payment for the sale of Units. Such an in specie subscription or in specie redemption will only take place where the Trustee has taken reasonable care to determine that it is not likely to result in any material prejudice to the interests of Unitholders in the relevant Fund.

Subscriptions (purchases): where the Manager considers a cash subscription to be substantial in relation to the total size of a Fund it may require the investor to contribute in specie. The Manager may consider a deal in this context to be substantial if the relevant Units constitute 5 per cent (or a lesser or higher percentage if considered appropriate) of those in issue in the relevant Fund. The Manager will ensure that the beneficial interest in the assets is transferred to the Fund with effect from the issue of the Units. The Manager will not issue Units in any Fund in exchange for assets if the holding of which would be inconsistent with the investment objective or policy of that Fund.

Redemptions (sale): if a Unitholder wishes to sell units in any Fund representing 0.5 per cent or more of the value of that Fund, the Manager may elect to make an in specie redemption. Unitholders may refuse the Manager's election to make an in specie redemption if the value of the redemption proceeds is 0.5 per cent or more but less than 5 per cent of the Scheme Property of the Fund. If a Unitholder wishes to sell units in any Fund representing 5 per cent or more of the value of that Fund the Manager may, in its sole discretion, elect not to give the Unitholder the proceeds of the sale of Units but instead transfer property (i.e. underlying securities) of the relevant Fund to the Unitholder by way of an in specie redemption.

Where the Manager elects to carry out an in specie redemption, it must notify the Unitholder of this in writing no later than the close of business on the second Business Day after the day on which it received selling instructions from the Unitholder.

Where there is an in specie redemption, the Trustee will, in accordance with the Rules, cancel the Units and transfer a proportionate share of the assets of the relevant Fund or such selection from the property of the Fund as the Trustee, after consultation with the Manager, decides is reasonable to the Unitholder, in either case having regard to the need to be fair both to the Unitholder making the in specie redemption and to continuing Unitholders.

Irrespective of the value of the Units, where a Unitholder wishes to redeem and the Manager has elected to provide an in specie transfer, the Unitholder is entitled to instruct the Manager not to transfer assets, but to sell those assets (other than those in cash in the relevant currency) and pay to the Unitholder the net proceeds of sale (and cash). However instruction must be given by the Unitholder in writing to the Manager by the close of business on the third Business Day after receipt of the Manager's notice of election to provide an in specie redemption. The value raised will not necessarily correspond with the applicable published Unit price.

The Manager may, in its sole discretion, agree to a request from a Unitholder for an in specie redemption where it receives such request in advance of the redemption request. Where the Manager does agree, the Trustee will transfer assets to the Unitholder of the relevant Fund in the manner set out above.

Exchanging Units

Subject to the minimum investment thresholds and eligibility criteria for each Unit class in a Fund (see Appendix 1), a Unitholder may at any time:

- **Convert** all or some of their Units in one class in a Fund for Units of another class in the same Fund; and/or

- **Switch** all or some of their Units in a Fund for Units in another Fund of the Trust,

as outlined below.

Conversion between classes of Unit in a Fund: a Unitholder may convert all or some of their Units in one Unit class in a Fund ("**original Units**") for Units of another class within that Fund ("**new Units**"). The number of new Units issued in respect of the conversion will be determined by the respective prices of Units at the Valuation Point applicable at the time the original Units are cancelled and the new Units are created.

In no circumstances will a Unitholder who converts Units in one Unit class into those in another Unit class be given a right by law to withdraw from or cancel the transaction.

There is no charge on the conversion of Units in one class in a Fund to Units of another class in the same Fund. Conversions between different Unit classes in the same Fund should not generally give rise to a disposal for UK capital gains tax purposes. However, Unitholders should seek their own professional tax advice in this regard.

Switching between Units in different Funds: a Unitholder may at any time switch all or some of their Units of one class in a Fund ("**original Units**") for Units of another class in another Fund of the Trust ("**new Units**"). The number of new Units issued in respect of the switch will be determined by the respective prices of Units at the Valuation Point applicable at the time the original Units are cancelled and the new Units are created.

In no circumstances will a Unitholder who switches Units in one Fund for Units in another Fund be given a right by law to withdraw from or cancel the transaction.

On a switching of Units between Funds, the Manager does not currently apply a separate switching charge. However, if a redemption charge is payable in respect of the original Units, this may become payable instead of, or as well as, the then prevailing initial charge for the new Units.

Unitholders subject to UK tax should note that a switch of Units between Funds is normally treated as a redemption and sale, and therefore is treated as a disposal for the purposes of capital gains tax. A switch of Units between Funds may therefore give rise to a capital gains tax charge for UK resident Unitholders. Unitholders should seek their own professional tax advice in this regard.

General: if a proposed conversion or switch (as applicable) would result in a Unitholder holding less than the minimum holding requirements in the class concerned, the Manager may convert the whole of the Unitholder's original Units to the new Units or decline to effect the conversion or switch (as applicable) of the original Units. No conversion or switch will be made during any period when the rights of Unitholders to deal in their Units has been suspended. The general provisions on procedures relating to the purchase and sale of Units in a Fund will apply equally to a conversion or switch (see above under the heading "Purchase and Sale of Units in the Funds").

Investors that invest via platforms or other nominee companies may be subject to policies and procedures set out by those relevant platforms and/or nominee companies in relation to conversion and switching of units.

Mandatory Sales

The Manager may from time to time take such action, and impose such restrictions, as it thinks necessary for the purpose of ensuring that no Units are acquired or held by any person in circumstances ("**relevant circumstances**"): (i) which constitute a breach of the law or governmental regulation (or any interpretation of the law or regulation by a competent authority) of any country or territory; or (ii) which would (or could if other Units were acquired or held in like circumstances) result in the relevant Fund incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or regulations of any country or territory). In this connection, the Manager may reject, at its discretion, any purchases, sale, conversion or transfer of Units.

If it comes to the Manager's attention that any affected Units have been acquired or are being held, whether beneficially or otherwise, in any of the relevant circumstances referred to above or if the Manager reasonably believes this to be the case, the Manager may give notice to the holder of the affected Units requiring that Unitholder to transfer the Units to a person qualified or entitled to own the Units in question or to give a request in writing for the sale or cancellation of such Units. If any person to whom such notice is served does not, within thirty days after the date of such notice, transfer the affected Units to a person qualified or entitled to hold the same, or establish the satisfaction of the Manager (whose judgement shall be final and binding) that the holder and any person on whose behalf he holds the affected Units, he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the sale or cancellation of the affected Units.

Compliance with applicable laws, including anti-money laundering legislation

The Manager is subject to applicable laws and regulations relating to the prevention of crime, anti-money laundering and tax laws. This means that the Manager is obliged to verify the identity of Unitholders when dealing in Units, which the Manager will do so via electronic checks with credit reference agencies and of the electoral roll. If the Manager is unable to verify a Unitholder's identity electronically, it may ask for further documentary evidence to be provided. The Manager reserves the right to delay applications for Units or withhold sale settlement proceeds until this evidence is provided. By applying for Units, Unitholders are giving the Manager permission to ask for (and store) this information and to conduct such electronic checks, for the purpose of verifying the Unitholder's identity.

The Manager reserves the right to adopt such additional practices and procedures from time to time as it deems reasonably necessary to avoid it committing an offence or regulatory breach under the applicable legislation and regulations concerning the prevention of crime, anti-money laundering and tax laws.

Market Timing

The Manager does not permit the Funds to be used for the purposes of market timing, being a trading strategy used with the intention of taking advantages of short-term changes in prices. The Manager undertakes monitoring activities to ensure that market timing is not taking place in relation to any of the Funds.

Deferred Redemption

In times of high levels of redemption, the Manager may permit deferral of redemptions at a Valuation Point to the next Valuation Point where the total value of the redemptions requested together represent over 10% of the relevant Fund's Net Asset Value. In these circumstances, following the provisions of the Rules in COLL 6.2.21R, redemption requests up to the 10% level will be met on a pro rata basis and all requests above that level will be deferred until the next Valuation Point. Such deferred redemptions shall be met in priority to that day's redemption requests.

Suspension of Dealings

The Manager may with the prior agreement of the Trustee, or must without delay if the Trustee so requires, temporarily suspend the issue, cancellation, sale and redemption of Units ("**dealing**") in any or all of the Funds, where due to exceptional circumstances it is in the interests of all Unitholders in the relevant Fund or Funds (as applicable). The Manager and the Trustee must ensure that the suspension is only allowed to continue for as long as is justified having regards to the interests of the Unitholders and that dealing resumes as soon as possible after the circumstances triggering the suspension have ceased. Upon suspension, the Manager or the Trustee must immediately inform the FCA, giving reasons for the suspension.

The Manager will inform Unitholders of the suspension as soon as practicable after the suspension commences, explaining the reasons for the suspension. The Manager will also publish sufficient details on its website to keep Unitholders appropriately informed about the suspension including (if known) its likely duration. The Manager and the Trustee will formally review the suspension at least every 28 days, keeping the FCA informed. During such period of suspension, the Manager may agree to deal in Units at a price calculated by reference to the first Valuation Point after the resumption of dealing in Units. The Manager will resume dealing in Units after giving the FCA notice in accordance with the COLL Sourcebook.

The Manager may suspend dealing with respect to a particular Unit class, without being applied to all other Unit classes in a Fund, if it is in the interests of all the Unitholders in that Fund.

SECTION 7: VALUATIONS AND PRICING

Valuation of Fund Property

Each Unit represents a proportional share of the overall property attributable to a Fund. Therefore, the value of a Unit is calculated, in broad outline, by calculating the Net Asset Value of the Scheme Property attributable to a Fund, and dividing that value (or that part of that value attributed to Units of the class in question) by the number of Units (of the class in question) in issue.

The Valuation Point, by reference to which the price of each Unit is determined on each Dealing Day, is set out for each Fund in the table below. All requests for purchases of Units must be received by the Manager before the Valuation Point on a Dealing Day, otherwise they will be held over until the next Valuation Point. The Manager has the right to reject any application for Units that has not been completed to its satisfaction. If you invest via a platform or other nominee, please refer to your provider for the Cut-Off Points.

Funds	Valuation Point
HL Select UK Growth Shares	10.30pm
HL Select UK Income Shares	10.30pm
HL Select Global Growth Shares	10.30pm

The Manager may (with the agreement of the Trustee) declare additional Valuation Points. At a Valuation Point, the Manager will calculate the Unit prices, using the most recent prices of the underlying assets that it can reasonably obtain. The valuation of each Fund's Scheme Property and the pricing of Units is governed by the Rules and the Trust Deed. Information regarding the calculation of each Fund's Net Asset Value is set out in Appendix 4 to this Prospectus.

Subject to the Rules, the Manager may use a fair value pricing policy in respect of a Fund's assets. Fair value pricing will only apply where the Manager has reasonable grounds to believe that no reliable price exists for one or more underlying securities at a Valuation Point or the most recent price available does not reflect the Manager's best estimate of the value of the asset at the Valuation Point. In these circumstances, the Manager may value an investment at a price which, in its opinion, reflects a fair and reasonable price for that investment. Circumstances which may give rise to a fair value price being used include: (i) instances where there is no recent trade in the security concerned; or (ii) the occurrence of a significant event since the most recent closure of the market where the price of the asset is taken.

Valuations will not be made during a period of suspension of dealings (see 'Suspension of Dealings' above). In the event that, for any reason, the Manager is unable to calculate the Unit price of any Fund at the normal Valuation Point, the prices will be based on the next available valuation thereafter.

Unit prices

Units in each Fund are "single priced", meaning that (subject to any dilution adjustment and initial charge) the price of each Unit for both buying and selling purposes will be the same and determined by reference to the particular Valuation Point. The price of each Unit of any class will be calculated by reference to the proportion of the Net Asset Value of the relevant Fund attributable to Units of that class by:

- taking the proportion of the Net Asset Value of the relevant Fund attributable to the Units of the class concerned at the Valuation Point of that Fund;
- dividing the result by the number of Units of the relevant class in issue immediately before the Valuation Point concerned; and

- increasing or decreasing the result by any dilution adjustment determined by the Manager (as described below).

Information regarding the apportionment of the Net Asset Value of a Fund between each of its Unit classes in issue is set out in Appendix 4.

The Manager deals at forward prices, that is to say, at the price ruling at the next Valuation Point.

Publication of Prices

Prices of Units are made available at www.hl.co.uk. The prices shown will be the prices calculated at the previous Valuation Point and therefore may not be the prices obtained when the Units are purchased or sold.

The Manager's dilution policy

What is dilution?

For single priced schemes, such as the Funds, the actual cost of purchasing or selling investments may be higher or lower than the mid-market value used in calculating the Unit price, for example, due to dealing charges or through dealing at prices other than the mid-market price. Under certain circumstances (particularly, large volumes of deals) this may have an adverse effect on the Unitholders' interests in a Fund and is known as "dilution", i.e. it can dilute the value of their investment. To help mitigate the effects of dilution, the Manager operates on a swinging single price basis, as described in more detail below.

The Manager's dilution policy

As described above, the Manager has in place a swinging single pricing policy, which allows the Manager to "swing" (adjust) the Unit price of a Fund in order to mitigate the effects of dilution. Typically, if there are net inflows into a Fund, the dilution adjustment would usually swing the relevant Fund to an offer basis, thereby increasing the Unit price. If there are net outflows, the dilution adjustment would usually swing the relevant Fund to a bid basis by decreasing the Unit price (as summarised in more detail below). The Manager receives no financial benefit from this dilution adjustment, and the swinging range (price adjustment) is monitored. On the occasions where the price is not swung, the relevant Fund will have to cover these costs directly, which could restrict capital growth.

Dilution adjustment and pricing

Where applied, the amount of any swing is based on the estimated costs of dealing in the underlying investments of the relevant Fund, including any dealing spreads, taxes or broker commissions (for example). In particular, the Manager may swing the price (make a dilution adjustment) in the following circumstances:

- in the case of a "large deal" relative to the relevant Fund's size, where the potential cost to that Fund justifies the application of an adjustment;
- if the net effect of Unit issues and redemptions during the period between two valuation points represents a potential impact on ongoing Unitholders;
- where a Fund is in decline (i.e. is experiencing a net outflow of investment);
- where there are inflows into a Fund (i.e. is experiencing a net inflow of investment);
- in any other case where the Manager believes that adjusting the Unit price is required to safeguard the interests of Unitholders.

As the requirement to swing the price is directly related to the net issue and sale of Units in a Fund, it is not possible to accurately predict when or how often dilution will occur in the future.

In the usual course of business, the application of a dilution adjustment will be triggered automatically and on a consistent basis. Estimates of the dilution adjustments for each Fund are set out below, based on the assets held in each Fund and the market conditions at the date of this Prospectus:

Fund	Dilution adjustment estimate applicable to redemptions as at 2 January 2025	Dilution adjustment estimate applicable to purchases as at 2 January 2025
HL Select UK Growth Shares	-0.14%	0.58%
HL Select UK Income Shares	-0.14%	0.63%
HL Select Global Growth Shares	-0.10%	0.12%

SECTION 8: TAXATION

General

The taxation of each Fund and Unitholders is subject to the law and practice of the UK and of the jurisdictions in which Unitholders are resident or subject to tax. This section summarises the tax position of the Funds and UK resident investors, however, it does not constitute legal or tax advice.

This summary is based on the law and tax practice in force as at the date of this Prospectus and is subject to change without notice. The following summary is not a guarantee to any investor of the tax position of investing in the Funds. If a Unitholder is in any doubt as to their taxation position or if a Unitholder is subject to tax in any jurisdiction in addition to or other than the United Kingdom, they should consult an appropriate professional adviser immediately on the tax implications of making an investment in, holding or disposing of Units in the Fund. It should be noted that the levels and bases of, and reliefs from taxation can change.

The Funds

(a) Income

The Funds are generally exempt from tax on dividends from UK and non-UK companies. Dividends and similar income distributions from the UK authorised investment funds are exempt from corporation tax to the extent that the underlying income derives from the dividends.

The Funds will be subject to corporation tax at a rate equal to the basic rate of income tax, currently 20% on most types of income, after deduction of allowable management expenses. Where the Funds have suffered foreign tax on income received, this may generally be treated as an expense.

(b) Chargeable Gains

The Funds are exempt from UK tax on capital gains realised on disposal of investments including interest paying securities and derivatives, held within them. The Funds may be subject to UK tax on gains realised on the disposal of investments in overseas collective investment schemes which do not have reporting (and, if applicable, distributing) fund status. Gains arising on any such disposal are deemed to be offshore taxable income gains rather than capital gains.

Individual Unitholders

(a) Income

The amounts shown in a Fund's distribution accounts as available for distribution may be designated by that Fund as either dividends or yearly interest dependent on the nature of the income arising to the Fund. It is expected that the Fund will show all such amounts as available for distribution as dividends, in which case the following paragraph will apply.

Distributions of income paid to individual Unitholders will be treated in the same way as dividends from a UK resident company which are liable to UK Income Tax at the rate applicable for the individual Unitholders. There is a Dividend Allowance for all individual taxpayers who earn dividend income; the first £500 of the total dividend income earned by the taxpayer is tax-free regardless of what non-dividend income they have for the 2024-25 tax year and subsequent tax years. The Dividend Allowance will not reduce the total income of the taxpayer for tax purposes and dividends within the allowance will still count towards the taxpayer's basic or higher rate bands.

For Unitholders holding accumulation Units, the UK tax treatment will be the same as if they held income Units, albeit that they do not receive the income represented by the distribution at the time of that distribution and that income is instead re-invested. Such Unitholders will be treated for UK tax purposes as if they had received the re-invested income.

(b) Chargeable Gains

A Unit is treated in the same way as a share in a company, so that chargeable gains on a disposal of a Unit by an individual Unitholder may be charged to capital gains tax based on the individual's marginal rate of income tax.

Capital Gains Tax is only paid on aggregate gains above the individual's annual tax-free allowance. This tax-free allowance (called the annual exempt amount) is £3,000 for the 2024-25 tax year and subsequent years. Scottish taxpayers should use the rest of UK tax bands and not the Scottish tax bands when determining the tax they will pay on any chargeable gains.

Conversions between different Unit classes in the same Fund should not generally give rise to a disposal for UK capital gains tax purposes. Unitholders should seek their own professional tax advice in this regard.

(c) Income equalisation

The first income allocation received by an investor after buying Units may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the investor as part of the purchase price. It is a return of capital and is not taxable as income. In the case of income Units, it should be deducted from the acquisition cost of the Units for capital gains tax purposes.

Corporate Unitholders

(a) General

As noted above for the individual Unitholders, the Funds can make dividend or interest distributions. The Funds will make dividend distributions to Unitholders.

(b) Income

Dividend distributions

Any UK resident corporate Unitholder which receives dividend distributions (including for this purpose accumulations) may have to divide them into two (the division will be indicated on the tax voucher). Any part representing dividends received from a UK or non-UK company will be treated as dividend income and no further tax will generally be due on it. The remainder will be received as an annual payment after deduction of income tax at the basic rate, and corporate Unitholders may be liable to tax on the grossed up amount (i.e. the annual payment plus tax). The 20% income tax credit may be set against their corporation tax liability or part of it refunded, as appropriate. The proportion of the tax credit which can be repaid or offset will be provided on the tax voucher. In as far as the Fund's liability to UK tax has been reduced by relief for foreign tax then that element of any income tax credit received may not be reclaimed but is treated as foreign tax suffered on the annual payment element of the distribution.

Accumulation Units

The income from the Funds is always taxable regardless of the unit class or whether the income is taken or reinvested.

(c) Chargeable Gains

A Unit is treated in the same way as a share in a company, so that chargeable gains on a disposal of a Unit by a corporate Unitholder may be charged to corporation tax.

UK resident Corporate Unitholders may be liable to corporation tax on any chargeable gain (calculated as for individuals) arising from the redemption, transfer or other disposal of Units.

Conversions between different Unit classes in the same Fund should not generally give rise to a disposal for UK capital gains tax purposes. Unitholders should seek their own professional tax advice in this regard.

(d) Income equalisation

The first income allocation received by an investor after buying Units may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the investor as part of the purchase price. It is a return of capital and is not taxable as income. In the case of income Units, it should be deducted from the acquisition cost of the Units to calculate the chargeable gain on disposal.

Reporting Requirements

(a) Automatic Exchange of Information

The UK is party to several international agreements designed to provide other tax administrations with details of financial accounts and assets. The agreements in place are to report on individuals and entities that are resident for tax purposes in a reportable jurisdiction, but which are held by financial institutions in the other territory.

The UK Government has introduced regulations that imposes obligations on UK financial institutions such as the Manager to review and collect details of accounts held by persons that are tax resident elsewhere and report this to HMRC for onward transmission under the Automatic Exchange of Information in the treaties and conventions mentioned below:

- The United States Foreign Account Tax Compliance Act (FATCA)
- The Common Reporting Standard developed by the OECD (CRS)

Consequently, the Manager may be required to collect and/or report information about the Unitholders including information to verify the identity of Unitholders and their tax status. The UK regulations require the Manager to pass certain information to HMRC.

(b) US Persons and The United States Foreign Account Tax Compliance Act ("FATCA")

The Units of the Funds have not been and will not be registered under the Securities Act 1933 of the United States (as amended) ("the **1933 Act**"), the United States Investment Company Act of 1940 or the securities laws of any of the states of the United States. Units may not be offered, sold or delivered directly or indirectly in the United States or to the account or benefit of any U.S. Person (as defined below).

"**U.S. Person**" means any resident of the United States of America, its territories and possessions including the State and District of Columbia and all areas subject to its jurisdiction (including the Commonwealth of Puerto Rico), any corporation, trust, partnership or other entity created or organised in or under the laws of the United States of America, any state thereof or any estate or trust the income of which is subject to United States federal income tax, regardless of source. The expression also includes any person falling within the definition of the term "U.S. Person" under Regulation S promulgated under the 1933 Act.

If a Fund becomes liable under FATCA or any legislation or regulation to account for tax in any jurisdiction in the event that a Unitholder or beneficial owner of a Unit were to or do receive a distribution, payment, redemption, in respect of their Units or to dispose (or be deemed to have disposed of their Units in any way (a "**chargeable event**"), the Manager on behalf of each Fund and its delegate shall be entitled to deduct from the payment arising on a chargeable event an amount equal to the appropriate tax, and/or where applicable, to redeem or cancel such number of Units held by the Unitholder or such beneficial owner as are required to meet the amount of tax. Neither the Fund, the Manager, the Trustee nor their respective delegates will be obliged to make any additional payments to the Unitholders, in respect of such withholding or deduction.

SECTION 9: REPORTING, DISTRIBUTION AND ACCOUNTING DATES

Accounting Periods and Income Allocation

The annual accounting period of each Fund shall end on 30 September each year. The interim accounting period shall end on 31 March each year. The annual and interim income allocation dates for each Fund are set out in Appendix 1.

The Manager may operate a policy of smoothing a Fund's income distributions over the annual accounting period such that all distributable income due to be allocated will have been allocated by the relevant annual distribution date. If the Manager operates such income smoothing arrangements for a Fund, this will be set out in Appendix 1 and it would be subject to the provisions in the section 'Determination and Distribution of Income' referred to below.

Determination and Distribution of Income

The income available for distribution (in the case of income Units) or accumulation (in the case of accumulation Units) in relation to each Fund is determined in accordance with the Trust Deed and the Rules. Broadly, it comprises all sums deemed by a Fund, after consultation with the Auditor, to be in the nature of income received or receivable for the account of the relevant Fund and attributable to that Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the Manager considers appropriate, after consulting the Auditor in accordance with the Rules, in relation to taxation and other matters.

In the case of accumulation Units, income is not distributed but is allocated to the Unit such that it becomes part of the capital property of that Unit. In the case of income Units, each holder of income Units is entitled, on the relevant income allocation date, to the net income attributable to the holding. All income distributions are made by BACS sent to the registered holder and made payable to the order of the holder of income Units.

All distributions unclaimed for a period of six years having become due for payment shall be forfeited and shall revert to the relevant Fund.

Equalisation

Upon the first distribution following the purchase of a Unit in a Fund, the relevant Unitholder will receive as part of that distribution a capital sum representing that part of the purchase price of the Unit which was attributable to income accrued up to the time of purchase and is, accordingly, properly classifiable as a capital expense of the Unitholder at the time of purchase. The amount so paid, known as "income equalisation", will be an amount arrived at by taking the aggregate of the Manager's best estimate of the amounts of income included in the price Units of that class issued or sold in the annual or interim accounting period in question and dividing that aggregate by the number of those Units and applying the resultant average to each of the Units in question.

Reports and Accounts

The Annual Report and Interim Report for the Trust are available on request or from www.hl.co.uk. The Annual Report of the Trust will be available free of charge on or before 31 January each year. The Interim Report of the Trust will be available free of charge on or before 31 May each year.

SECTION 10: GENERAL INFORMATION

Meetings and Voting Rights

The provisions below, unless the context requires otherwise, apply to Unit class meetings and meetings of a Fund as they apply to general meetings of the Trust, but by reference to Units of the class or Fund concerned and the Unitholders and the value and prices of such Units.

A meeting of Unitholders duly convened and held in accordance with the Rules shall be competent and by extraordinary resolution may approve any modification alteration or addition to the provisions of either the Trust Deed or the Prospectus which, the Manager and the Trustee have agreed to be a fundamental change in accordance with the Rules. This would include, without limitation, any proposal for a scheme of arrangement and certain changes to a Fund's investment objective and/or investment policy.

Unitholders will receive at least 14 days' notice of any meeting of Unitholders and are entitled to be counted in the quorum and vote at any such meeting, either in person or by proxy.

At a meeting of Unitholders the quorum for the transaction of business is two Unitholders, present in person or by proxy. On a show of hands every Unitholder who (being an individual) is present in person or (being a corporation) is present by one of its officers as its proxy shall have one vote. On a poll every Unitholder who is present in person or by proxy will have one vote for every income Unit (if any are in issue) they hold and the same number of votes (including fractions of a vote) for every accumulation Unit they hold as the number of undivided Units (including fractions) in a Fund represented by one accumulation Unit. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other holders and for this purpose seniority is determined by the order in which the names stand in the Register. On a poll, votes may be given either personally or by proxy. Although different rights do not attach to the different classes of units if the Trustee is of the view that any extraordinary resolution is one in relation to which there is or might be a conflict of interest between the holders of accumulation Units and Income Units (if any are in issue), separate meetings of those Unitholders shall be held.

In the context of voting, "Unitholders" means the persons who are entered in the Register as at time chosen by the Manager and stated in the relevant notice.

Annual general meetings are not held. Unitholders may request the convening of a general meeting by requisition pursuant to and in accordance with the Rules. Unitholders in general meeting may, amongst other things, pass a resolution to remove the Manager.

Changes to a Fund

Subject to the Rules and (where required) the consent of the FCA and the Trustee, changes to a Fund may be made in accordance with the following methods of classification:

Fundamental changes: being a change or event which: (i) changes the purpose or nature of the scheme; (ii) may materially prejudice a Unitholder; (iii) alters the risk profile of the relevant Fund; or (iv) introduces any new type of payment out of the Scheme Property of the relevant Fund. The Manager will obtain the prior approval from Unitholders to any fundamental change by way of an extraordinary resolution of Unitholders at a meeting called in accordance with the provisions outlined above.

Significant changes: being a change of event which the Manager and the Trustee have determined is not a fundamental change, but is a change which: (i) affects a Unitholder's ability to exercise his rights in relation to his investment; (ii) would reasonably be expected to cause a Unitholder to reconsider his participation in the relevant Fund; (iii) results in any increased payments out of the Fund Scheme Property to the Manager or any of its associates; or (iv) materially increases any other types of payments out of the Scheme Property of the relevant Fund. The Manager will give Unitholders at least 60 calendar days' prior notice of any such change.

Notifiable changes: being a change of event which the Manager and the Trustee have determined is not a fundamental change or a significant change, but is a change which is reasonably likely to affect, or has affected, the

operation of the relevant Fund. The Manager will provide Unitholders with such notice as is appropriate in the circumstances, for example by sending an immediate notification, including details of the change in its next annual report or publishing details of the change on the Manager's website. The Manager may also conclude that a change is insignificant and that no notice to investors is required.

Winding up of the Trust and Termination of Funds

The Trustee shall proceed to terminate each Fund and wind-up the Trust if the authorisation order of the Trust is revoked.

In addition, a Fund may be terminated or the Trust wound up (as the case may be) upon the happening of any of the events set out in the Rules which include, without limitation:

- (a) the passing of an extraordinary resolution winding up the Trust or terminating the Fund (provided the FCA's prior consent to the resolution has been obtained by the Manager or Trustee);
- (b) in response to a request to the FCA by the Manager or the Trustee for the revocation of the authorisation order, the FCA has agreed, inter alia, that, on the conclusion of the winding up of the Trust or the termination of a Fund (as applicable), the FCA will agree to that request; and
- (c) pursuant to a scheme of arrangement which is to result in the Trust or the relevant Fund being left with no property.

Procedure

The procedure for winding up the Trust or terminating a Fund is as follows:

- (a) upon the effective date of any approved scheme of arrangement pursuant to the Rules the Trustee will wind up the Trust or terminate the relevant Fund in accordance with the approved scheme of arrangement;
- (b) in any other case, the Trustee will as soon as practicable after the Trust falls to be wound up or a Fund terminated, realise the property of the Trust or the Fund and, after paying out of it all liabilities properly so payable and retaining provision for the costs of the winding-up or termination, cancel all units in issue, distribute the proceeds to the holders and the Manager (upon production by them of evidence as to their entitlement) proportionately to their respective interests.

Any unclaimed net proceeds or other cash held by the Trustee after the expiry of twelve months from the date on which the same became payable will be paid by the Trustee into court subject to the Trustee having a right to receive out of it any expenses incurred by him in making and relating to that payment into court.

Where the Trustee and one or more Unitholders agree, the Trustee does not have to realise the property of a Fund proportionate to the entitlement of that or those Unitholders. Instead, the Trustee may distribute that part in the form of property. Before distributing that property, the Trustee will make such adjustments or retain such provision as appears to the Trustee to be appropriate ensuring that, a proportionate share of the liabilities and costs is borne by that or those holders.

When the winding up is complete, the Trustee shall notify the FCA in writing. At the same time the Manager or Trustee shall request that the FCA revokes the order of authorisation under section 256 of the Financial Services and Markets Act 2000 (as appropriate).

Information made available to Unitholders

The Trust Deed is kept together with the Annual Reports, the key investor information documents and this Prospectus at One College Square South, Anchor Road, Bristol BS1 5HL and these may be inspected on the premises during normal business hours on any Business Day.

Copies of the Prospectus and key investor information documents may be obtained from the Manager free of charge.

Upon the request of a Unitholder, the Manager shall provide certain information supplementary to this Prospectus in respect of the Funds which relate to: (a) the quantitative limits which apply in the risk management of the Funds; (b) the methods used in relation to (a); and (c) any recent development of the risk and yields of the main categories of investment which apply to each Fund.

Notices to Unitholders

All notices or documents required to be served on Unitholders shall be served either by post to the address of such Unitholders as evidenced on the Register or electronically.

A notice is duly served if it is delivered to the address of the first named Unitholder as appearing in the Register or is delivered by electronic means in accordance with the Rules.

Conflicts of Interest

General

In carrying out their respective functions for each Fund, the Manager and the Trustee must each act honestly, fairly, professionally and independently, and solely in the interests of the Fund and its Unitholders.

The FCA's rules contain provisions on conflicts of interest governing any transaction concerning the Funds which are carried out by or with any "affected person", which includes the Manager, an associate of the Manager, the Trustee or an associate of the Trustee. These rules enable an affected person to (in summary): (i) deal in assets for its own account notwithstanding that the same or similar assets may be held on behalf of the Fund; (ii) to purchase assets from, or vest assets in the Trustee for the account of the Fund, or enter into other transactions with the Trustee for the account of the Fund, or to otherwise have an interest in such transactions; (iii) to enter into securities finance services for the Fund; or (iv) to otherwise provide services in respect of the Fund. Any such transactions for the Fund are subject to the rules on best execution, independent valuation and "arm's length" requirements. An affected person carrying out such transactions is not liable to account to the Trustee, the Manager, any other affected person or to Unitholders or any of them for any benefits or profits made or derived.

The Manager

In the course of carrying out its duties in respect of the Funds, conflicts of interest may arise between the Manager, its delegates, its other clients and/or the Funds that could be detrimental to Unitholders if not managed appropriately. For example, the Manager may provide similar services to other clients which could conflict with the services it provides to the Funds. The Manager is required to comply with certain FCA rules on the prevention, identification and management of conflicts of interest. The Manager has a conflicts of interest policy which sets out the Manager's procedures for the identification, management and (if necessary) disclosure of potential material conflicts of interest, together with a summary of its oversight process. Further details of the Manager's conflicts of interest policy are available to Unitholders on request.

Conflicts of interest may also arise between the Manager and (where appointed) an Investment Manager in certain circumstances, for example where there is a likelihood that: (i) the Investment Manager can make a financial gain (or avoid a loss) at the expense of the relevant Fund; (ii) the Investment Manager has an interest in the outcome of a service provided to the Manager in respect of the relevant Fund; (iii) the Investment Manager has a financial or other incentive to favour the interest of another client over the interests of the relevant Fund; (iv) the Investment Manager receives or may receive from a person other than the Manager an inducement in relation to the services provided to the Manager in respect of the relevant Fund in the form of money, goods or services other than the standard fee for that service. The Manager has in place a policy and procedures to monitor the conflicts of interest that may arise in respect of the Manager's delegation of certain of its functions. To the extent any actual conflicts of interest are determined to have arisen, the Manager will manage such conflicts to minimise any impact on the performance of the Fund, and will also seek to prevent such conflicts from reoccurring.

The Manager will direct transactions on behalf of the relevant Fund to brokers, and will pay directly out of its own resources for "research", as defined by the FCA's rules, that the Manager receives in connection with the investment management of the Fund's assets. The Manager and (where relevant) each Investment Manager, has in place a "best execution" policy which requires the Manager or Investment Manager (as applicable) to act in the relevant Fund's best interests when taking investment decisions and placing dealing instructions with brokers on behalf of the Fund. For these purposes, all sufficient steps must be taken to obtain the best possible results for the Funds, taking into account factors including price, costs, speed, likelihood of execution and settlement, size and nature of the order. Information about the Manager's best execution policy is available to Unitholders on request.

Investment Managers

In addition to the potential conflicts of interest outlined above, investors should note that (where appointed in respect of a Fund), an Investment Manager may have conflicts of interests where it advises clients other than the Manager. Such other clients may include other collective investment schemes or other separate accounts. In these circumstances, the Investment Manager may have the following (non-exhaustive) conflicts of interest:

- The Investment Manager may seek to purchase the same securities for its other clients as those it seeks to purchase for a Fund. In the case of scarce investment opportunities, the Investment Manager may face a conflict in determining whether to allocate the opportunity to a Fund or one or more of its other clients. There may also be conflicts in priority of order entry. This may result in a Fund being unable to obtain a complete fill of its order, or it may get an inferior price. In some cases, it may not be possible to split securities among client accounts and as a result, a Fund would either be foreclosed from participating in the opportunity or would do so through a participation or similar arrangement.
- An Investment Manager may manage other accounts and/or funds in addition to managing the portion of the relevant Fund's assets allocated to it. They may also make investments in securities for their own account. Activities such as these could detract from the time an Investment Manager devotes to the affairs of the relevant Fund. In addition, an Investment Manager may engage affiliated entities to furnish brokerage services to the relevant Fund.

Trustee

The Trustee may act as the depositary of other investment funds and as trustee or custodian of other collective investment schemes.

It is possible that the Trustee and/or its delegates and sub-delegates and their respective affiliates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the Manager or the Funds and/or other funds managed by the Manager or other funds for which the Trustee acts as the depositary, trustee or custodian.

There may also be conflicts arising between the Trustee and the Trust, the Unitholders or the Manager. In addition, the Trustee also has a regulatory duty when providing the services to act solely in the interests of the Unitholders and the Trust (including its Funds). In order to comply with this requirement, the Trustee may in some instances be required to take actions in the interests of Unitholders and the Trust (including its Funds) where such action may not be in the interests of the Manager.

Affiliates

From time-to-time conflicts may arise from the appointment by the Trustee of any of its delegates. For example, the Custodian may also perform certain investment operations and functions and derivatives collateral management functions delegated to it by the Manager.

The Trustee, and any other delegate, is required to manage any such conflict having regard to the Rules and its duties under the Depositary Agreement.

The Trustee will ensure that any such delegates or sub-delegates who are its affiliates are appointed on terms which are not materially less favourable to the Trust than if the conflict or potential conflict had not existed. The Custodian and any other delegate are required to manage any such conflict having regard to the Rules and its duties to the Trustee and the Manager.

Conflicting commercial interests

The Trustee (and any of its affiliates) may effect, and make a profit from, transactions in which the Trustee (or its affiliates, or another client of the Depositary or its affiliates) has (directly or indirectly) a material interest or a relationship of any description and which involves or may involve a potential conflict with the Trustee's duty to the Trust.

This includes circumstances in which the Trustee or any of its affiliates or connected persons: acts as market maker in the investments of the Trust; provides broking services to the Trust and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Trust; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of the Trust; or earns profits from or has a financial or business interest in any of these activities.

In connection with the above activities, the Trustee, its delegates and their respective affiliates:

- are entitled to receive and retain any compensation and profits, in any form, and are not bound to disclose to the Funds and/or the Manager the nature or amount of any such compensation or profits;
- will provide the same or similar services to other clients, including competitors to the Manager and/or the Funds;
- may be granted creditors rights in respect of the Manager and/or the Funds, which it may exercise.

Potential conflicts of interest may arise in respect of the Trustee's use of the Custodian and any sub-custodians, for example:

- sub-custodians have only indirect relationships with the Fund and look to the Custodian / Trustee as the relevant counterparty, which may create an incentive for the Custodian / Trustee to act in its own interests to the potential detriment of the Fund;
- sub-custodian selection may be influenced by factors such as cost (including lower fee rates, rebates or similar incentives) and the overall commercial relationship between the Custodian/Trustee and the sub-custodian, in which the Custodian/Trustee may act on the economic value of the broader relationship, in addition to other objective evaluation criteria;
- sub-custodians will act for other clients and in their own proprietary interest, which may conflict with the Funds' interests.

In carrying out its duties for the Funds (including in respect of its appointment and monitoring of delegates) the Trustee will have regard to its obligations under the Trust Deed, the Depositary Agreement and the Rules and, in particular, will use reasonable endeavours to ensure that the performance of its duties will not be impaired by any such involvement it may have and that any conflicts which may arise will be resolved fairly and in the best interests of Unitholders collectively so far as practicable, having regard to its obligations to other clients.

The Trustee also has a conflict of interest policy in place to identify, manage and monitor on an on-going basis any actual or potential conflict of interest. The Trustee has functionally and hierarchically separated the performance of its depositary function from its other potentially conflicting activities. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Trustee issues to be properly identified, managed and monitored.

In respect of its use of the Custodian (and any other sub-custodians), the Trustee: (i) has imposed contractual restrictions to address some of the potential conflicts of interests; and (ii) maintains oversight of sub-custodians to ensure a high level of service by such delegates.

Data Protection

In respect of the personal data that you provide to the Manager (or to the Administrator and Registrar acting for and on behalf of the Manager) in connection with your investment, or proposed investment, in Units, the Manager is regarded as a "data controller" under UK data protection laws and is therefore subject to certain legal obligations on how your personal data is used, stored, processed and transferred. You may obtain further information about how the Manager may obtain, use, store and transfer your personal data by reviewing the HL Group's privacy policy at www.hl.co.uk/privacy-policy.

If you invest in Units via a platform or other intermediary service provider, that platform / service provider (and not the Manager) may be the data controller of your personal data. In these circumstances, you should review your platform / service provider's data protection policies to determine how they may use your personal data.

If you hold Units in a Fund directly, you should be aware that the Administrator and Registrar has implemented an operating model which incorporates a single data record for investors in various investment funds which are administered by the Administrator and / or its affiliates, and which facilitates streamlined anti-money laundering customer due diligence processes for those investors, including direct Unitholders, via an online portal (the "NT Portal"). In order to use the NT Portal, a permitted Unitholder must elect to subscribe to and complete an application form on the NT Portal – if you are a direct Unitholder and would like to use the NT Portal, please contact us for further information. Prospective users of the NT Portal should note that by completing the relevant application form(s) they are providing the Administrator with information which may constitute personal data. If you intend to use the NT Portal, please refer to the Administrator and Registrar's data protection notice available at <https://www.northerntrust.com/emea-privacy-notice> for details on how the information (including personal data) will be used and shared by the Administrator and Registrar and its affiliates.

The HL Group privacy policy and cookie policy will apply to you for so long as you hold Units. You can view the HL Group's privacy policy at www.hl.co.uk/privacy-policy and the HL Group's cookie policy at www.hl.co.uk/cookie-policy.

If you use the HL Group's website (www.hl.co.uk), you accept the relevant terms of use. These terms can be found at www.hl.co.uk/disclaimer.

In respect of the Trustee, Northern Trust's EMEA Data Privacy Notice sets out how the Trustee will process Unitholders' personal information as a data controller where these details are provided to it in connection with Unitholders' investment in the Trust.

Northern Trust's EMEA Data Privacy Notice may be updated from time to time and readers should confirm that they hold the latest version which can be accessed at www.northerntrust.com/united-kingdom/privacy/emea-privacy-notice.

Any Unitholder who provides the Manager and its agents with personal information about another individual (such as a joint investor), must show Northern Trust's EMEA Data Privacy Notice to those individuals.

Strategy for the exercise of voting rights

The Manager has a strategy for determining when and how voting rights attached to the ownership of Scheme Property are exercised for the benefit of each Fund. A summary of this strategy is available on request (free of charge) from the Manager on: 0117 900 9000. Details of action taken in respect of the exercise of voting rights are available from the Manager upon request.

SECTION 11: RISK FACTORS

This section is split into three sections:

Part A - sets out a Table of all Funds within the Trust, and which of the Specific Risk Factors apply to each Fund.

Part B - sets out the Fund specific risk descriptions.

Part C – sets out a list of general risks of investing which apply to all of the Funds.

You should be aware of the risks involved in investing in a Fund. Risk warnings must not be taken to be comprehensive, as new risks may arise in the future which could not have been anticipated in advance.

If you have any doubts over the suitability of a Fund for you, please contact a financial adviser for advice.

Part A – Table of Specific Risk Factors for the Funds

The table below sets out which of the specific investment risks, as detailed in this section apply to each Fund:

Funds																							
	General Risks	Investment in other collective investment schemes	Concentration: Limited Number of Investments	CIS investment and Environmental, social and/or governance (" ESG") restrictions	Equities	Debt Securities/ Bonds	Asset Backed Securities	Mortgage-Backed Securities	Contingent Convertible Securities	Duration/ Interest Rate Risk	Unlisted Securities	Smaller Companies	Overseas investment/ currency exchange	Emerging Markets	Currency Risk	Efficient portfolio management Risk	Derivative Risk	Stock lending, repurchase and reverse repurchase agreements	Borrowing/ Leverage Risk	Use of Investment Manager	Sub-investment grade Bonds	Market Price Risk	Charges to Capital
<u>HL Select UK Growth Shares</u>	X		X		X						X	X			X	X			X	X		X	
<u>HL Select UK Income Shares</u>	X		X		X						X	X			X	X			X	X		X	X
<u>HL Select Global Growth Shares</u>	X		X		X						X	X	X	X	X	X			X	X		X	

Part B – Fund Specific Risk Descriptions

Investment in Other Collective Investment Schemes

Each Fund may invest up to 100% in other collective investment schemes (“**second schemes**”), including in second schemes managed by the Manager or its associates, and may from time to time be principally invested in such second schemes. Unitholders may therefore incur a duplication of fees, including performance fees, custody fees and other administration costs.

A Fund is (to the extent it is invested in second schemes) valued using the latest available price for each underlying second scheme. These prices may not fully reflect changing market conditions. A Fund can apply a ‘fair value price’ to all or part of its portfolio to mitigate this risk.

Each second scheme can invest in a wide range of asset classes, including unregulated collective investment schemes, private equity and property (for example). The Manager will have no control over the investment choices of such second schemes.

A second scheme may also use derivatives to meet its investment objective. For these schemes, there is no guarantee that the performance of the derivatives will result in a positive effect for those schemes and their investors (including the Funds). The use of derivatives may increase the second scheme’s volatility, which may result in higher losses for investors.

Concentration: Limited Number of Investments

A Fund may at certain times hold relatively few investments. Such a 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 suspension of a fund. Such Fund may tend to be more volatile than a sub-fund which invests in a more broadly diversified range of securities.

CIS investment and Environmental, social and/or governance (“ESG”) restrictions

A Fund may invest in other collective investment schemes (CISs) including in second schemes managed by the Manager or its associates. The assets held in the CISs and in the second schemes may have certain environmental, social and/or governance (“ESG”) requirements applied. This means that a Fund may end up not investing in certain companies, over and/or underweight certain sectors, country and regions; and so the universe of investments available to a Fund may be more limited than other funds that do not apply such requirements. A Fund therefore may have a different opportunity set of returns than a Fund which has no such restrictions.

Equities

Each Fund may be exposed to equities. Prices of equities fluctuate daily and can be influenced by many factors such as political and economic news, corporate earnings reports, demographic trends and catastrophic events. The value of equities will go up and down, and the value of a Fund investing in equities (or in second schemes which invest in equities) could therefore incur significant losses.

Debt Securities/Bonds

Each Fund may be exposed to debt securities. Debt securities, such as bonds and other types of floating rate or fixed interest security, are subject to a number of potential risks, including (but not limited to) the following:

- Debt securities are subject to both actual and perceived measures of creditworthiness. The “downgrading” of a rated debt security, adverse publicity and investor perception, or stressed market conditions, could

decrease the value and liquidity of the security, making it difficult to dispose of. Where a security held by a Fund (or a second scheme) is subsequently downgraded, it may continue to be held in order to avoid a distressed sale. To the extent that a Fund (or a second scheme) does hold such downgraded bonds, there will be an increased risk of default on repayment, which in turn translates into a risk that the capital value of the Funds will be affected.

- A Fund or a second scheme may invest in non-investment grade debt securities which carry a greater liquidity risk. This could mean that when that Fund (or an underlying second scheme) comes to sell these securities, they have to accept a lower price, which would reduce the value of your investment.
- A debt security is subject to its issuer's ability to service its debt obligations. In the event of the insolvency of an issuer, a Fund may experience losses and incur costs due to the suspension or cessation of interest payments on the relevant security. This would reduce the income received and/or the capital value of the security, which in turn would reduce the value of your investment in the relevant Fund.
- Unrated securities may be subject to greater price volatility and higher credit risk than rated securities.
- Sovereign debt (being a debt security issued or guaranteed by a government or its agencies) involves the potential risk that the issuer may not be able or willing to repay the principal and/or interest when due, due to the financial stability of the relevant country or any other constraints to which a governmental entity may be subject. Holders of sovereign debt may be requested to participate in the rescheduling of such debt and to extend further loans to governmental entities in accordance with the terms of the instrument. Sovereign debt holders may also be affected by additional constraints relating to sovereign issuers which may include: (i) the restructuring of such debt (including the reduction of outstanding principal and interest and or rescheduling of repayment terms) without the consent of the impacted investors (e.g. pursuant to legislative actions unilaterally taken by the sovereign issuer and/or decisions made by a qualified majority of the lenders); and (ii) the limited legal recourses available against the sovereign issuer in case of failure of or delay in repayment (for example there may be no bankruptcy proceedings available by which sovereign debt on which a government entity has defaulted may be recovered).
- Where a Fund has power to invest more than 35% in value of the Fund in government and public securities issued by any one issuer, this represents an increased risk should the issuer default in meeting its obligations.

Asset Backed Securities

Some Funds may invest in Asset-Backed Securities (ABS). The obligations associated with these securities may be subject to greater credit, liquidity and interest rate risk compared to other debt securities. ABS are debt securities backed or collateralised by the income stream from an underlying pool of assets such as credit cards, automobile loans, student loans, small business loans, mortgages and receivables. Due to the nature of the underlying assets, the ability of an issuer of ABS to enforce its security interest in the underlying assets may be limited. The principal (amount loaned) on asset-backed securities may be prepaid at any time.

Voluntary prepayment of the loan will reduce the yield and market value of an asset-backed security. When interest rates rise this tends to extend the duration of asset-backed securities, making them more sensitive to changes in interest rates and the volatility of asset-backed securities may increase. The risk of default by borrowers is greater during periods of rising interest rates and/or unemployment rates.

When interest rates are declining, there tend to be more prepayments of loans as borrowers are motivated to pay off debt and refinance at new lower rates, which will shorten the life of asset-backed securities, reducing the potential capital growth. When prepayments are made the reinvestment of cash will usually be on less attractive terms and at a lower interest rate than the original investment, lowering the yield payable. The incidence of prepayment of asset-backed securities will also be affected by other factors including general economic and other demographic conditions.

Mortgage-Backed Securities

Some Funds may invest in Mortgage-Backed Securities ("MBS"). MBS are debt securities backed or collateralised by the income stream from an underlying pool of commercial and/or residential mortgages. This type of security is commonly used to redirect the interest and principal payments from the pool of mortgages to investors. A MBS may be issued with different characteristics depending on the risk of the underlying mortgages assessed by reference to their credit quality and term. They can be issued at a fixed or a floating rate. More income is paid for higher risk MBS. When interest rates are falling MBS may be subject to prepayment risk as borrowers refinance or otherwise repay their mortgages earlier than scheduled so any proceeds would be invested in securities with lower yields. MBS may also be subject to extension risk, which is, the risk that, in a period of rising interest rates, certain types of MBS will be paid off more slowly than originally anticipated and the value of these securities will fall. Small movements in interest rates (both up or down) may reduce the value of certain MBS significantly. In some circumstances investments in MBS may become less liquid and it may be more difficult to sell the securities or the securities can only be sold at a lower price than expected. The market price for MBS may be volatile.

Contingent Convertible Securities

Contingent convertible securities are a type of debt security, issued by a financial institution, that may be converted into equity or may be forced to suffer a write down of value upon the occurrence of a pre-determined event ("trigger event"). These securities can be exposed to several risks, including:

- Trigger levels and conversion risks: contingent convertible debt securities are complex financial instruments in respect of which, trigger levels (and thus exposure to conversion risk) differ widely. In particular, conversion may cause the value of the investment to fall significantly and irreversibly, and in some cases even to zero.
- Pricing and liquidity risk: During a financial crisis or period of uncertainty around financial institutions, the complexity of contingent convertible debt security structures may lead to price contagion and volatility across the entire contingent convertible debt securities asset class due to increased uncertainty in valuations. In certain circumstances finding a ready buyer for contingent convertible bonds may be difficult and the seller may have to accept a significant discount to the expected value of the bond in order to sell it.
- Write-down and capital structure inversion risks: the investment in contingent convertible debt securities may also result in material losses to a Fund as the contingent convertible debt security may suffer capital market loss by decreasing the face value ("write-down") on the occurrence of certain trigger events. In this event, holders of contingent convertible debt securities may suffer losses ahead of holders of equity securities issued by the same issuer, contrary to the classic order of capital structure hierarchy where equity holders are expected to suffer the loss before debt holders.
- Call extension risk: as contingent convertible debt securities may be perpetual instruments which may not be called on the predefined call date and investors may not receive return of principal on the call date or at any date.
- Coupon cancellation risk: In addition, some contingent convertible debt securities are also subject to the risk of discretionary cancellation of coupon payments by the issuer at any point, for any reason, and for any length of time.

Duration/ Interest Rate Risk

This is the risk of losses to a Fund due to changes in interest rates. Those investments (both direct and indirect via second schemes) in floating and fixed-interest securities are directly exposed to interest rate risk depending on their duration, while other assets such as equities may be indirectly affected.

In particular, if a Fund has exposure to a higher concentration of fixed interest or index-linked securities, fluctuations in interest rates are likely to affect the capital value of investments. If long-term interest rates rise, the capital value of your Units is likely to fall and vice versa.

In addition, a Fund's cash balances are interest-bearing financial assets, on which interest is calculated at a variable rate by reference to Sterling bank deposit rates. Each Fund is intended to provide return through investments, and returns are not actively sought from cash. However, each Fund will passively receive interest on un-invested cash which will be affected by a change in interest rates.

Unlisted Securities

Subject to the Rules in COLL, each Fund may hold up to 20% of Scheme Property in unlisted securities (in aggregate with unregulated collective investment schemes – see Appendix 1 for further information). Each Fund may also have exposure to unlisted securities through investment in second schemes. Such securities are generally not publicly traded, may be unregistered for securities law purposes and may only be able to be resold in privately negotiated transactions with a limited number of purchasers. The difficulties and delays associated with such transactions could result in a second scheme's inability to realise a favourable price upon disposal of such securities, and at times might make disposition of such securities impossible.

Smaller Companies

A 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.

A Fund may have exposure to smaller companies, which are more volatile and sometimes more difficult to trade than larger companies, and which may result in above-average fluctuations in price.

Overseas investment/currency exchange

A Fund may have exposure to overseas holdings. Overseas investments can involve certain risks, including that the value of the assets of the Fund may be affected by uncertainties such as changes in government policies, taxation, fluctuations in foreign exchange rates, the imposition of currency repatriation restrictions, social and religious instability, political, economic or other developments in the law or regulations of the countries in which the Fund may invest, including changes in legislation relating to the level of foreign ownership in the countries in which the Fund may invest.

A Fund may have exposure to currencies other than Sterling, particularly where it has an overseas focus. Changes in currency exchange rates may cause the value of units in the relevant Fund to go up or down, independently of movements in the value of the underlying investments, which would affect the value of your investment in the Fund.

Emerging Markets

A Fund may have exposure to emerging or less developed markets, where the legal, judicial and regulatory infrastructure is still developing. Investing in these markets involves increased risks and special considerations not typically associated with investment in major developed markets. For example:

- some emerging markets may carry higher risks, such as liquidity risks, currency risks/ control, political and economic uncertainties, legal and taxation risks, settlement risks, custody risk, an increased risk that a proposed investment is found to be fraudulent and an increased likelihood of a high degree of volatility, for investors such as the Fund;
- there may be less state regulation and supervision of these emerging markets, less reliable information available to brokers and investors than in relation to major western markets, and consequently less investor protection;

- the accounting, auditing and financial reporting standards and requirements in emerging / developing markets are often less stringent and less consistent than those applicable in developed markets;
- corporate legislation regarding the fiduciary responsibility of directors and officers, as well as protection of shareholders, is also often significantly less developed, and may impose inconsistent or even contradictory requirements on companies;
- less information may be available to investors investing in securities of companies in emerging / developing markets, and the historic information which is available is not necessarily comparable with or of relevance to many developed countries.

The risk of concentration may arise when a Fund is predominantly invested in a single country and/or geographic area, or has limited industry diversification. A Fund may intentionally hold a small number of investments, which will also give rise to concentration risk. The price of such a Fund may be more volatile than that of more broadly diversified funds.

Efficient portfolio management risk

A Fund may make use of efficient portfolio management techniques (including hedging transactions) to reduce risk and/or costs in that Fund and to produce additional capital or income in the Fund in a manner which is economically appropriate and with an acceptable level of risk. Techniques used by a Fund may include using derivatives, sale and repurchase agreements, purchase and resale agreements and stock lending (as described below). Further details on efficient portfolio management can be found in Appendix 1. **It is not intended that using such efficient portfolio management techniques will increase the volatility of a Fund.**

A Fund's ability to use such techniques may be limited by market conditions, regulatory limits and tax considerations. There is no guarantee that a Fund will achieve the objective for which it entered into a transaction undertaken for efficient portfolio management purposes.

Efficient Portfolio Management techniques may involve a Fund entering into transactions with a counterparty where there may be a risk that the counterparty may wholly or partially fail to honour their obligations (see "counterparty risk" below).

Derivative Risk

Derivative transactions may be used for the purposes of efficient portfolio management, including hedging. The type of derivative transactions that the Manager may use for a Fund includes, but is not limited to:

- using currency derivatives such as forward currency transactions to buy or sell currency risk;
- entering into swap contracts to hedge against interest rate risk;
- using volatility derivatives to hedge against volatility risk;
- buying or selling options to gain market exposure;
- using credit default swaps to buy or sell credit risk.

The Manager does not anticipate that its use of derivatives will increase the volatility of a Fund or have any detrimental effect on the overall risk profile of that Fund. However, a Fund's use of derivatives may become ineffective in hedging or EPM and a Fund may suffer significant loss as a result.

The use of derivatives may expose Funds to a higher degree of risk. These risks may include (but are not limited to) credit risk with regard to counterparties with whom the Funds trade, the risk of settlement default, lack of liquidity of the derivatives, imperfect tracking between the change in value of the derivative and the change in value of the underlying asset that the relevant Fund is seeking to track. Derivative contracts can be volatile, and a relatively small market movement may have a potentially larger impact on derivatives than on standard bonds or equities. Leveraged derivative positions can therefore increase Fund volatility. The Fund may borrow money which can create leverage within the Fund.

Derivatives may be exchange traded or over-the counter ("OTC"). The price of OTC instruments may be more volatile than instruments principally traded on securities exchanges. Such instruments may be less liquid than more widely traded securities.

The Manager uses a risk management process which enables it to monitor and measure on a daily basis the risk of a Fund's derivatives and forwards positions and their impact on the overall risk profile and leverage of that Fund. Further information on the Manager's use of derivatives for each of the Funds is set out in Appendix 1.

Stock lending, repurchase and reverse repurchase agreements

Although the Funds may enter into stock lending transactions and repurchase transactions, such techniques are currently not used in respect of the Funds. However, a Fund may invest in second schemes that engage in stock lending and repurchase transactions which involve certain risks.

In summary, repurchase and reverse repurchase transactions might expose a second scheme to risks similar to those associated with optional or forward derivative financial instruments (as described above). Stock loans may, in the event of an operational difficulty or due to counterparty risk (see below) be recovered late and only in part, which might restrict the second scheme's ability to complete the sale of securities or to meet redemption requests. There is no assurance that a second scheme will achieve the objective for which it entered into a transaction.

Borrowing/Leverage Risk

A Fund may be leveraged through use of its overdraft facility and/or its use of derivatives for efficient portfolio management, as described above. While leverage presents opportunities for increasing capital return, it may also have the effect of potentially increasing Fund losses. Any event which adversely affects the underlying investments of a Fund could be magnified to the extent that capital is leveraged. The cumulative effect of the use of leverage in a market that moves adversely to the underlying investments could result in a loss to capital which could be greater than if capital were not leveraged.

Use of Investment Manager

If a Fund uses one or more Investment Manager, that Fund may be subject to the following potential risks:

- while each Investment Manager may have a performance record reflecting its prior experience, this performance cannot be used to predict future performance;
- each Investment Manager may be subject to capacity limitations on the amount of money it can manage. Any such limitations could prevent the Manager from allocating Fund assets to certain Investment Manager with which the Manager would otherwise like to invest;
- the success of a particular Investment Manager may be dependent on the expertise of certain key individuals. The loss of one or more such key individuals from an Investment Manager could have a materially adverse effect on the performance of the relevant Fund's assets that are managed by such Investment Manager which, in turn, could adversely affect the performance of the relevant Fund as a whole;
- the Manager will rely on information provided to it by the Investment Manager and there may be limited ability to confirm or verify such information;
- if the Manager has appointed more than one Investment Manager in respect of a Fund, there are no assurances that their collective performance will result in profitable returns or avoid losses for the relevant Fund as a whole. Positive performance achieved by one Investment Manager may be neutralised by negative performance attributed to other Investment Manager.

Sub-Investment grade Bonds

Bonds or issuers of bonds rated below investment grade have a greater risk of default such as being unable to make interest payments or to return the principal value when the bond matures. They may also be less liquid than investment grade bonds and more sensitive to interest rate movements, economic uncertainty, and financial market volatility.

Market Price Risk

Market Risk refers to the potential for investment losses due to fluctuations in overall market conditions. This includes, but is not limited to, changes in equity prices, interest rates, exchange rates, and broader economic or geopolitical events that may impact the value of investments.

Charges to Capital

Funds which may deduct charges from capital rather than income may allow more income to be distributed to Unitholders, but it may also have the effect of reducing capital and potential capital growth, as well as potentially increasing capital losses (see Section 5 below under "Charges to Capital" for more information).

Part C – General Risks

The following general risks apply to all Funds:

- The price of stock market investments can go down as well as up. This could happen to individual securities, or to a market (such as the UK equity market) as a whole.
- This means **the value of your investment in a Fund can go down as well as up, and you may get back less than you invest or expect**. Investing is a long-term decision and, in particular, is not suitable for money which may be needed at short notice.
- Prices can be influenced by many micro and macro factors such as national and international political and economic news and events, corporate earnings reports, demographic trends and catastrophic events, any of which may affect the value of your investment in a Fund.
- Economic factors might include data, policies or programs relating to interest rates, inflation, supply and demand, trade, fiscal, monetary, and employment, any of which may affect the value of your investment in a Fund.
- Any income provided by your investment in a Fund will vary. **Expected or indicated income levels may not be achieved** – in particular yields are quoted for illustrative purposes only and are not guaranteed.

Trading on a securities exchange (generally or in respect of a particular issuer) may be suspended or halted pursuant to the securities exchange's rules as a result of market conditions, technical malfunctions which prevent trades from being processed, issues relating to a particular issuer or otherwise. Any such halt or suspension or limitation would result in the Fund being unable to sell the securities traded on that securities exchange and, accordingly, expose the Fund to losses and delays in the ability to liquidate assets in the Fund. In extreme liquidity conditions, redemptions in a Fund might need to be deferred or suspended.

- A Fund conducts transactions with various counterparties and there is a risk that a counterparty will not deliver an investment (for purchases by the Fund) or cash (for sales by the Fund) after the Fund has fulfilled its responsibilities. In the event of failure of the counterparty the Fund may only rank as an unsecured creditor in respect of sums due from the counterparty in question, meaning that the Fund may be unable to recover part or all of the assets exposed to that counterparty and any such recovery may be significantly delayed. Such delay or loss would be to the detriment of the value of the Fund.
- A Fund may use an overdraft facility. This will increase the exposure of the Fund.
- The Trust does not currently permit the undertaking of stock lending in a Fund. If this were to change in the future this Prospectus will be reviewed and updated.
- Past performance is not necessarily a guide to future performance.
- As with any investment, inflation will reduce the real value (i.e. purchasing power) of the capital, and of any income provided, over time.
- Operational risk
The operations of a Fund could be subject to human error, faulty processes or governance, or technological failures. Operational risks may subject a Fund to errors affecting valuation, pricing, accounting, tax reporting, financial reporting, custody and trading, among other things. Any such errors may have a negative impact on the return of your investments.
- Regulatory and governance policy
The laws that govern a Fund may change in the future. Any such changes may not be in the best interest of the Fund and may have a negative impact on the value of your investment.

- Information Security

The use of the internet and other electronic media and technology exposes the Manager and its Funds, the Manager's service providers, and their respective operations, to potential risks from information security attacks or incidents (collectively, "information-events"). Information-events may include, for example, unauthorised access to systems, networks or devices (such as, for example, through "hacking" activity), infection from computer viruses or other malicious software code, and attacks which shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. In addition to intentional information-events, unintentional information events can occur, such as, for example, the inadvertent release of confidential information. Any information-event could adversely impact the Manager and its Funds and the Unitholders and cause a fund to incur financial loss and expense, as well as face exposure to regulatory penalties, reputational damage, and additional compliance costs associated with corrective measures.

- Effects of Health Crises and Other Catastrophic Events

Health crises, such as pandemic and epidemic diseases, as well as other catastrophes such as natural disasters, war or civil disturbance, acts of terrorism, power outages and other unforeseeable and external events, that result in disrupted markets and/or interrupt the expected course of events, and public response to or fear of such crises or events, may have an adverse effect on the operations of and, where applicable investments made by the Manager and the Investment Manager(s). For example, any preventative or protective actions taken by governments in respect to such crises or events may result in periods of regional, national or international business disruptions. Such actions may significantly disrupt the operations of the Manager, the Investment Manager(s) and the other service providers to the Manager. Further, the occurrence and duration of such crises or events could adversely affect economies and financial markets either in specific countries or worldwide. The impact of such crises or events could lead to negative consequences for the Manager and its Funds, including, without limitation, significant reduction in the Net Asset Value of a Fund, reduced liquidity of a Fund's investments, restrictions on the ability to value investments and the potential suspension of the calculation of the Net Asset Value and the suspension of issues, redemption and/or exchanges of Units (see Section 6 for further information).

- Fund liability risk

The Trust is structured as an umbrella fund with segregated liability between its Funds. This means that the assets of one Fund will not be available to meet the liabilities of another (as is explained in more detail in Section 3). However, whilst the Trust Deed provides for segregated liability between the Funds, the concept of segregated liability may not be recognised and given effect by a court in certain contexts including where the relevant contractual documents involving the Fund are not construed in a manner to provide for segregated liability. Where claims are brought by local creditors in foreign courts or under foreign law contracts, and the liability relates to one Fund which is unable to discharge that liability, it is not clear whether a foreign court would give effect to the segregated liability contained in the Trust Deed. Therefore, it is not possible to be certain that the assets of a Fund will always be completely insulated from the liabilities of another Fund of the Trust in every circumstance.

- Inflation Risk

Inflation is the risk that a Fund's assets or income from a 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 Fund's portfolio could decline.

- Counterparty Risk

The Manager will conduct transactions for the Funds with or through brokers, clearing houses, market counterparties, fund houses and other agents ("**counterparties**") and will therefore be exposed to the risk that

such counterparties fail to perform their obligations. For example, in the case of a counterparty's insolvency, a Fund might recover only a pro rata share of all property available for distribution to such counterparty's creditors/customers, and such an amount may be less than the amounts actually owed to the Fund. Also, a Fund may bear the risk of loss because a counterparty does not have the legal authority to enter into a transaction, or if the relevant transaction becomes unenforceable due to a change of law affecting the counterparty.

To mitigate counterparty risk, the Manager will typically only use preferred counterparties which it believes (following its due diligence procedures) are of good repute and are sufficiently creditworthy. All approved counterparties are monitored and reviewed on an ongoing basis.

- Credit Risk

This is the risk that the counterparty to a financial instrument fails to discharge its obligations to the relevant Fund (or second scheme). Credit risk is monitored through the Manager's exposure monitoring work.

- Liquidity Risk

Liquidity risk exists where the sale of assets or the exit of trading positions is impaired by factors such as decreasing trading volume, price volatility, industry and government regulations and overall position size and complexity. It may be difficult for the Manager to liquidate the relevant Fund's positions rapidly, particularly if: (i) other market participants are also seeking to disinvest; (ii) trading halts, is suspended or is otherwise limited in some way. Investments in, or exposure to, smaller companies, smaller or more specialist stock markets or particular sectors of the economy can be less liquid than other kinds of investments. The less liquid an investment is, the more its value can fluctuate and the harder it is to realise value.

In accordance with UK requirements, the Manager maintains a liquidity management policy to monitor the liquidity risk to the relevant Fund. This includes the use of stress testing under both normal and exceptional circumstances, to allow the Manager to measure the liquidity of the relevant Fund's portfolio against thresholds set by reference to the relevant Fund's redemption policy. The Manager seeks to ensure that each Fund will remain within the liquidity limits set for the Fund so that, in normal circumstances, redemption requests will be processed as set out in Section 6. In exceptional circumstances, the Manager may use other arrangements in response to redemption requests, including use of its deferral and suspension powers as set out in Section 6.

- Cash Flow Risk

This is the risk that a Fund will have insufficient cash to cover all transactions (related to liquidity risk). Cash flow risk is monitored and mitigated by understanding various transactions – such as trades that are currently being placed or due to be placed, subscriptions to and redemptions from, income that is due to, and expenses that are due – from the Fund, thereby recognising all cash flows.

The Manager reflects these transactions the following business morning within 'live' portfolios, even though those transactions may not yet have settled, so that its portfolio management function has the clearest possible picture of the cash movements within each Fund. Cash flow risk is further mitigated through the maintenance of an overdraft facility with the Custodian.

- Valuation Risk

This is the risk that the valuation of investments may not be accurate, therefore adversely affecting the Share price. This risk will increase with the complexity of the transactions entered into. Also, financial instruments that are illiquid and/or not publicly traded may not have readily available prices and may therefore be difficult to value. Determinations as to their fair value may not represent the actual amount that will be realised on the eventual disposal of such assets.

Although the Manager retains overall responsibility for the valuation of each Fund, it has delegated fund accounting (including valuation of the Funds) to the Administrator and Registrar, a specialist fund accounting service provider. However, and although reflective of standard industry practice, investors should be aware that there is a possible conflict of interest in the involvement of the Manager and the Administrator and Registrar in the valuation process, in that the Manager's fees are affected by the Net Asset Value of the Funds (i.e. the higher the valuation of the Funds, the higher the fees payable to the Manager and the Administrator and Registrar).

To monitor and mitigate valuation risk, there are several stages of review, conducted by separate functions, to ensure a proper, accurate and impartial valuation that is performed in accordance with the Trust Deed, the Rules and with all due skill, care and diligence.

- Legal Risk

Legal, tax and regulatory changes could occur during the term of a Fund, potentially affecting a Fund's ability to pursue its investment objective.

- Custody Risk

The cash and assets of each Fund are held in safekeeping by the Depositary, as outlined in section 2. The assets of a Fund will normally be identified in the Depositary's books as belonging to that Fund and segregated from other assets of the Depositary, which mitigates but does not exclude the risk of non-restitution in the case of the Depositary's insolvency. However, no such segregation applies to cash which increases the risk of non-restitution in the case of the Depositary's insolvency.

The Depositary does not hold all the assets of each Fund itself but uses a network of custodians and sub-custodians. Such custodians and sub-custodians are not all part of the same group of companies as the Depositary. Shareholders may therefore be exposed to the risk of insolvency of the sub-custodians in the same manner as they are to the risk of insolvency of the Depositary. A Fund may invest in assets which invest in markets where custodial and/or settlement systems are not fully developed. The Depositary may have no liability where the assets of the Funds are traded in such markets.

- Currency Risk

Base currency risk exists where a Fund invests in assets denominated in a currency other than its base currency. Changes in exchange rate between a Fund's base currency and the currency in which an asset is denominated will cause the value of that asset (expressed in the base currency) to fall or rise. The Manager may use investment techniques and derivative instruments to attempt to mitigate such base currency risk, however, the Manager is not obliged to do so and (where used) such techniques may not be successful.

A Unitholder may also experience currency risk where the base currency of a Fund varies from the Unitholder's home currency. In these circumstances, a Unitholder may risk potential capital losses resulting from the movements of the exchange rate between the Fund's base currency and the Unitholder's home currency.

- Asset Selection Risk

The performance of a Fund will depend significantly upon the ability of the Manager and/or the relevant Investment Manager to select profitable investments and, to the extent a Fund is invested in second schemes, the ability of the relevant investment managers to such schemes to do likewise.

- Tax considerations

Each Fund may be subject to withholding, capital gains or other taxes on income and/or gains arising from its investment portfolio, including without limitation taxes imposed by the jurisdiction in which the issuer of securities held by that Fund is incorporated, established or resident for tax purposes. Each Fund may also incur or bear transaction or other similar taxes in respect of the actual or notional amount of any acquisition, disposal or transaction relating to its investment portfolio, including without limitation taxes imposed by the jurisdiction

in which the issuer of securities held by that Fund or the counterparty to a transaction involving that Fund is incorporated, established or resident for tax purposes. Where a Fund invests in securities or enters into transactions that are not subject to withholding, capital gains, transaction or other taxes at the time of acquisition, there can be no assurance that tax may not be withheld or imposed in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. That Fund may not be able to recover such tax and so any change could have an adverse effect on the Net Asset Value of the Units.

Where a Fund chooses or is required to pay taxation liabilities and/or account for reserves in respect of taxes that are or may be payable in respect of current or prior periods by that Fund (whether in accordance with current or future accounting standards), this would have an adverse effect on the Net Asset Value of the Units. This could cause benefits or detriments to certain Unitholders, depending on the timing of their entry to and exit from that Fund.

The Trust is structured as an umbrella fund with segregated liability between its Funds. The assets of one Fund will not be available to meet the liabilities of another. However, the Trust (through its Manager) may operate or have assets held on its behalf or be subject to claims in the UK, or in other jurisdictions whose courts may not necessarily recognise such segregation of liability. Therefore, it is not always possible to be certain that the assets of a Fund will always be completely isolated from the liabilities of another Fund of the Trust in every circumstance.

Appendix 1 - The Funds

HL Select UK Growth Shares

PRN: 839039

Investment Objective

The Fund aims to grow your investment in excess of the FTSE All-Share Total Return Index, over any 5-year period. Returns are measured after the deduction of the Fund's charges.

Investment Policy

At least 70% of the Fund will invest in UK equities, which means shares of companies that:

- (1) Are domiciled, or
- (2) Are incorporated, or
- (3) Have significant operations or exposure to the UK.

The Fund may also invest up to 30% in:

- Shares of non-UK companies listed on a UK exchange;
- Shares of non-UK companies;
- Money market instruments (e.g., short term loans that pay interest);
- Deposits, and cash.

The Fund may use derivative instruments and foreign exchange forward transactions for the limited purposes of efficient portfolio management (EPM) including "hedging" techniques. EPM and the hedging techniques used, aim to reduce the risks or costs of managing the Fund.

Where the Fund invests in other collective investment schemes, those schemes may use derivative instruments for EPM or investment purposes.

The Fund will invest a minimum of 90% of its assets directly. It may also invest up to 10% via other regulated collective investment schemes.

The collective investment schemes in which the fund may invest can take a variety of forms. They may be:

- Open or closed-ended
- Exchange traded (ETFs)
- Money market funds.

They may be managed by the Manager or other third-party managers, and will be established in Europe, the UK, Jersey, or Guernsey.

Passively managed collective investment schemes, which are designed to replicate the performance of an index, will only be used for liquidity management purposes.

The Manager may allocate all or a portion of the Fund's assets to an Investment Manager. An Investment Manager will use its own methodology for managing its allocation, Investment Managers will be subject to the Manager's oversight and the Fund's investment objective and investment policy. The Manager may choose to retain the investment management of some, or all, of the Fund's portfolio.

The Fund is actively managed. This means that the Manager or Investment Manager decides which investments to buy and sell, and when. Investments are selected based on individual company research.

The focus will be on identifying companies with the potential to deliver above average total return over the long term. These are likely to be well-financed companies with high quality business models.

A combination of approaches are used to deliver the Fund's objective. These include, but are not limited to:

- making high conviction (strong belief) investments at both a company and sector level;
- making investments based on their economic outlook;
- making investments based on themes expected to influence markets.

The Fund will typically hold the shares of around 30-60 companies.

Investment Manager

Details of the current Investment Manager(s) appointed by the Manager in respect of the Fund are set out in Appendix 7.

Benchmarks – measuring the Fund's performance

Target benchmark: The Fund's overall performance is measured against the FTSE All Share Total Return Index.

The Manager, Hargreaves Lansdown Fund Managers Ltd, believes this Index provides a suitable benchmark against which the Fund's performance may be measured because it represents 98-99% of the market capitalisation of listed shares in the UK and is considered to be the broadest price performance measure for the UK equity market. It is an aggregation of the FTSE 100, FTSE 250 and FTSE Small Cap Indices. Consequently, the Manager believes it is likely that the majority of the investments held by the Fund will be included in the FTSE All Share Index. However, the manager is not bound or influenced by the Index when making their decisions, and can make investments that are not included in the Index.

Comparator benchmark: Investment Association (IA) UK All Companies sector average.

The Manager believes it is still appropriate for investors to continue to be invited to compare the Fund, for performance purposes, against those funds included in the Investment Association (IA) UK All Companies sector.

The IA UK All Companies sector includes funds which invest at least 80% of their assets in UK equities which have a primary objective of achieving capital growth. The IA UK All Companies sector average is considered an appropriate comparator benchmark as the funds in this IA sector are run in a similar way to this Fund.

The Investment Association (the UK's trade body for the funds industry) has created IA sectors to help investors compare funds with broadly similar characteristics. These sectors divide funds into groups, with each sector having a different investment focus. This allows investors to make like-for-like comparisons between competitor funds, on factors such as fund charges and performance. In order to be included within an IA sector, a Fund must fulfil certain criteria.

Information on comparative performance of funds in this IA sector is available from various independent data providers including Morningstar and FE Trustnet.

You can find further information on the current Investment Association sectors at the following website: <https://www.theia.org/industry-data/fund-sectors>.

Borrowing

A Fund has access to an overdraft facility maintained by the Manager which may be used for temporary, short-term liquidity purposes. A Fund may use this borrowing power to the extent permitted for a UK UCITS under the Rules,

which is up to 10% of its Net Asset Value, as set out in Appendix 2. It is not intended that a Fund uses the overdraft facility for gearing purposes.

Stock Lending

The Manager will not enter into stock lending arrangements.

Investment in Other Collective Investment Schemes

The Fund may not invest more than 10% in value of the Scheme Property in other collective investment schemes.

Typical Investor

HL Select UK Growth Shares is available to any investor, including retail, professional or institutional investors, who want an investment with an investment objective and policy as described in the Prospectus and KIID and who is aware of the risks associated with investing in the Fund detailed in the prospectus and KIID.

The Fund is appropriate for an investor with a basic, informed or advanced investment knowledge and experience. The Fund is compatible with an investor who does not require a capital guarantee.

Investors should consider the following before investing:

- Investors should be able to accept fluctuations in the value of their investment including the potential for capital loss or change in value of income.
- Investors should be able to make an investment decision considering the investment objective and policy in the context of their overall investment portfolio.
- Investors should use the Fund as part of a diversified portfolio of investments.
- Investors should plan to invest for at least 5 years and understand that if they sell before the recommended holding period the risk of capital loss increases.
- The Fund can be purchased with or without professional financial advice. If investors are uncertain, they should seek advice from a qualified professional.

Unit Class Information

Unit Class	Initial Charge	Fixed Management Charge	Minimum Initial Investment and Holding	Minimum Subsequent Investment	Minimum Redemption
Class A Accumulation Unit	0%	0.60%*	£150,000	£150,000	£10,000
Class A Income Unit	0%	0.60%*	£150,000	£150,000	£10,000

* The Manager's Fixed Management Charge (including the Ongoing Charge) is charged on a Tiered Pricing basis and the figure shown reflects the Starting Fixed Management Charge rate (or maximum rate) that may be charged. Please refer to Section 5 of the Prospectus (Fixed Management Charge and Ongoing Charge) for further detail.

Reports and Accounts

Annual accounting reference date	30 September
Interim accounting date	31 March
Income allocation dates	30 November, 31 May
Date of publication of annual reports and accounts	31 January

Historical Performance Data

	% Growth 31/12/2019 To 31/12/2020	% Growth 31/12/2020 To 31/12/2021	% Growth 31/12/2021 To 31/12/2022	% Growth 31/12/2022 To 31/12/2023	% Growth 31/12/2023 To 31/12/2024
HL Select UK Growth Shares (A Acc)	2.24	8.62	-8.44	7.57	6.91
FTSE All Share Index Total Return	*	*	*	*	*
Investment Association (IA) UK All Companies sector	*	*	*	*	*

Source: Lipper. Past performance is not an indication of future performance.

Fund related notes

Performance is shown net of charges (excluding initial charge) and net of tax. Class A Accumulation Units have been used as the representative Unit class. The data reflects that net income has been reinvested.

On 23 October 2024, the Investment Objective and Policy of the Fund was amended to that now stated following prior notice being provided to Unitholders.

* As the Fund has a Comparator Benchmark to compare the Fund's performance to the performance of the average of funds in the FTSE All Share Index Total Return and Investment Association (IA) UK All Companies sector the Manager has decided to provide performance information for the FTSE All Share Index Total Return and Investment Association (IA) UK All Companies sector in the table above from the full year 31/12/2024 to 31/12/2025 onwards.

HL Select UK Income Shares

PRN: 771493

Investment Objective

The Fund aims to:

- 1) Pay an income of at least 90% of that of the FTSE All Share Index over any single year, and to generate at least 100% of the Index income over any 3-year period.
- 2) Generate a greater total return than the average performance of funds in the IA UK Equity Income sector. The fund aims to deliver on this aim over any 5-year period, measured after the deduction of the Fund's charges.

Investment Policy

At least 70% of the Fund will invest in UK equities, which means shares of companies that:

- (1) Are domiciled, or
- (2) Are incorporated, or
- (3) Have significant operations or exposure to the UK.

The Fund may also invest up to 30% in:

- Shares of non-UK companies listed on a UK exchange;
- Shares of non-UK companies;
- Money market instruments (e.g., short term loans that pay interest);
- Deposits, and cash.

The Fund may use derivative instruments and foreign exchange forward transactions for the limited purposes of efficient portfolio management (EPM) including "hedging" techniques. EPM and the hedging techniques used, aim to reduce the risks or costs of managing the Fund.

Where the Fund invests in other collective investment schemes, those schemes may use derivative instruments for EPM or investment purposes.

The Fund will invest a minimum of 90% of its assets directly. It may also invest up to 10% via other regulated collective investment schemes.

The collective investment schemes in which the fund may invest can take a variety of forms. They may be:

- Open or closed-ended
- Exchange traded (ETFs)
- Money market funds.

They may be managed by the Manager or other third-party managers and will be established in Europe, the UK, Jersey, or Guernsey.

Passively managed collective investment schemes, which are designed to replicate the performance of an index, will only be used for liquidity management purposes.

The Manager may allocate all or a portion of the Fund's assets to an Investment Manager. An Investment Manager will use its own methodology for managing its allocation, Investment Managers will be subject to the Manager's oversight and the Fund's investment objective and investment policy. The Manager may choose to retain the investment management of some, or all, of the Fund's portfolio.

The Fund is actively managed. This means that the Manager or Investment Manager decides which investments to buy and sell, and when. Investments are selected based on individual company research.

The focus will be on identifying companies which exhibit above average income generation potential, and/or offer the potential for share price and/or dividend growth.

A combination of approaches are used to deliver the Fund's objective.

These include, but are not limited to:

- making high conviction (strong belief) investments at both a company and sector level;
- making investments based on their economic outlook;
- making investments based on themes expected to influence markets.

The Fund will typically hold the shares of around 30-60 companies.

Investment Manager

Details of the current Investment Manager(s) appointed by the Manager in respect of the Fund are set out in Appendix 7.

Benchmarks – measuring the Fund's performance

Target Benchmark for Income: FTSE All Share Index

The FTSE All Share Index is the target benchmark for the income aim of the Fund to reflect the income yield requirements of the Investment Association (IA) UK Equity Income sector which the Fund is managed to.

Target Benchmark for Total Returns: Investment Association (IA) UK Equity Income sector

The Fund has a target benchmark for performance of total returns for the Fund, which is to generate a greater total return than the average of funds in the IA UK Equity Income sector. The IA sector is considered an appropriate benchmark as the funds in the IA sector are run in a similar way to this Fund.

The **IA UK Equity Income sector** includes funds which invest at least 80% in UK equities and which intend to achieve a historic yield on the distributable income in excess of 100% of the FTSE All Share yield at the fund's year end on a 3 year rolling basis and 90% on an annual basis.

The Investment Association (the UK's trade body for the funds industry) has created IA sectors to help investors compare funds with broadly similar characteristics. These sectors divide funds into groups, with each sector having a different investment focus. This allows investors to make like-for-like comparisons between competitor funds, on factors such as fund charges and performance. In order to be included within an IA sector, a Fund must fulfil certain criteria.

Information on comparative performance of funds in this IA sector is available from various independent data providers including Morningstar and FE Trustnet.

You can find further information on the current Investment Association sectors at the following website: <https://www.theia.org/industry-data/fund-sectors>.

Comparator Benchmark: FTSE All Share Index Total Return

Although the Fund is targeting the benchmarks set out above for income and total returns, the Manager believes it is appropriate to compare the Fund's performance to the performance of the **FTSE All Share Index Total Return** (as a "comparator benchmark").

The Manager considers that the comparator will help provide context on the performance of the Fund against the Index as although there are holdings in the Index that the Fund will not be exposed to, as for example they may not pay a dividend or generate sufficient dividend payments such that the Fund can meet its income target, the Index does represent 98-99% of the market capitalisation of listed shares in the UK and is considered to be the broadest price performance measure for the UK equity market. It is an aggregation of the FTSE 100, FTSE 250 and FTSE Small Cap Indices. Consequently, the Manager believes it is likely that the majority of the investments held by the Fund will be included in the FTSE All Share Index and therefore it is an appropriate comparator benchmark for the Fund.

Borrowing

A Fund has access to an overdraft facility maintained by the Manager which may be used for temporary, short-term liquidity purposes. A Fund may use this borrowing power to the extent permitted for a UK UCITS under the Rules, which is up to 10% of its Net Asset Value, as set out in Appendix 2. It is not intended that a Fund uses the overdraft facility for gearing purposes.

Stock Lending

The Manager will not enter into stock lending arrangements.

Investment in Other Collective Investment Schemes

The Fund may not invest more than 10% in value of the Scheme Property in other collective investment schemes.

Typical Investor

HL Select UK Income Shares is available to any investor, including retail, professional or institutional investors, who want an investment with an investment objective and policy as described in the Prospectus and KIID and who is aware of the risks associated with investing in the Fund detailed in the prospectus and KIID.

The Fund is appropriate for an investor with a basic, informed or advanced investment knowledge and experience. The Fund is compatible with an investor who does not require a capital guarantee.

Investors should consider the following before investing:

- Investors should be able to accept fluctuations in the value of their investment including the potential for capital loss or change in value of income.
- Investors should be able to make an investment decision considering the investment objective and policy in the context of their overall investment portfolio.
- Investors should use the Fund as part of a diversified portfolio of investments.
- Investors should plan to invest for at least 5 years and understand that if they sell before the recommended holding period the risk of capital loss increases.
- The Fund can be purchased with or without professional financial advice. If investors are uncertain, they should seek advice from a qualified professional.
- Investors should be aware that charges are deducted from capital instead of income which should increase the amount of income available for distribution but may constrain capital growth.

Unit Class Information

Unit Class	Initial Charge	Fixed Management Charge	Minimum Initial Investment and Holding	Minimum Subsequent Investment	Minimum Redemption
Class A Accumulation Unit	0%	0.60%*	£150,000	£150,000	£10,000
Class A Income Unit	0%	0.60%*	£150,000	£150,000	£10,000

* The Manager's Fixed Management Charge (including the Ongoing Charge) is charged on a Tiered Pricing basis and the figure shown reflects the Starting Fixed Management Charge rate (or maximum rate) that may be charged. Please refer to Section 5 of the Prospectus (Fixed Management Charge and Ongoing Charge) for further detail.

Reports and Accounts

Annual accounting reference date	30 September
Interim accounting date	31 March
Date of publication of annual reports and accounts	31 January

Income

Allocations and distributions of income will be made by the Manager on or before the last Business Day of each calendar month. The allocation and distribution dates for the Fund are as follows:

Allocation Date	Distribution Date for Income Units
31 October	30 November
30 November	31 December
31 December	31 January
31 January	28 February
28 February	31 March
31 March	30 April
30 April	31 May
31 May	30 June
30 June	31 July
31 July	31 August
31 August	30 September
30 September (Final)	31 October (Final)

The Manager may operate a policy of smoothing income distributions over the annual accounting period such that all distributable income due to be paid will have been paid by the annual distribution date (31st October) each year, subject to the provisions on the "Determination of distributable income" in Section 9 of this Prospectus.

Historical Performance Data

	% Growth 30/12/2019 To 31/12/2020	% Growth 31/12/2020 To 31/12/2021	% Growth 31//2021 To 31/12/2022	% Growth 31/12/2022 To 31/12/2023	% Growth 31/12/2023 To 31/12/2024
HL Select UK Income Shares A Acc	-8.61	15.62	-5.44	5.37	4.18
Investment Association (IA) UK Equity Income sector	*	*	*	*	*
FTSE All Share Index Total Return	*	*	*	*	*

Source: Lipper. Past performance is not an indication of future performance.

Fund related notes

Performance is shown net of charges (excluding initial charge) and net of tax. Class A Accumulation Units have been used as the representative Unit class. The data reflects that net income has been reinvested.

* On 23 October 2024, the Investment Objective and Policy of the Fund was amended to that now stated following prior notice being provided to Unitholders. As the Fund has a Target Benchmark for Income of the FTSE All Share Index and a Target Benchmark for Total Returns of the Investment Association (IA) UK Equity Income sector, the Manager has decided to also provide performance information for the FTSE All Share Index and the Investment Association (IA) UK Equity Income sector will be included in the table above from the full year 31/12/2024 to 31/12/2025 onwards.

HL Select Global Growth Shares

PRN: 760708

Investment Objective

The Fund aims to grow your investment in excess of the MSCI World Net Return Index, over any 5-year period. Returns are measured after the deduction of the Fund's charges.

Investment Policy

At least 80% of the Fund will be invested in the shares of global companies. This includes companies listed in the UK, and developed overseas markets.

The Fund's investments are not confined to any single sector. The Fund does not target particular weightings for individual markets or sectors.

The Fund may also invest up to 20% in:

- Shares of companies from emerging markets;
- Money market instruments (e.g., short term loans that pay interest);
- Deposits, and cash.

The Fund may use derivative instruments and foreign exchange forward transactions for the limited purposes of efficient portfolio management (EPM) including "hedging" techniques. EPM and the hedging techniques used, aim to reduce the risks or costs of managing the Fund.

Where the Fund invests in other collective investment schemes, those schemes may use derivative instruments for EPM or investment purposes.

The Fund will invest a minimum of 90% of its assets directly. It may also invest up to 10% via other regulated collective investment schemes.

The collective investment schemes in which the fund may invest can take a variety of forms. They may be:

- Open or closed-ended
- Exchange traded (ETFs)
- Money market funds.

They may be managed by the Manager or other third-party managers, and will be established in Europe, the UK, Jersey, or Guernsey.

Passively managed collective investment schemes, which are designed to replicate the performance of an index, will only be used for liquidity management purposes.

The Manager may allocate all or a portion of the Fund's assets to an Investment Manager. An Investment Manager will use its own methodology for managing its allocation, Investment Managers will be subject to the Manager's oversight and the Fund's investment objective and investment policy. The Manager may choose to retain the investment management of some, or all, of the Fund's portfolio.

The Fund is actively managed. This means that the Manager or Investment Manager decides which investments to buy and sell and when. Investments are selected based on individual company research.

The focus will be on identifying companies with the potential to deliver above average total return over the long term. These are likely to be well-financed companies with high quality business models.

A combination of approaches are used to deliver the Fund's objective. These include, but are not limited to:

- making high conviction (strong belief) investments at both a company and sector level;
- making investments based on their economic outlook;
- making investments based on themes expected to influence markets.

The Fund will typically hold the shares of around 40-75 companies.

Investment Manager

Details of the current Investment Manager(s) appointed by the Manager in respect of the Fund are set out in Appendix 7.

Benchmarks – measuring the Fund's performance

Target benchmark: The Fund's overall performance is measured against the MSCI World Net Return Index.

The Manager, Hargreaves Lansdown Fund Managers Ltd, believes this Index provides a suitable benchmark against which the Fund's performance may be measured because it covers approximately 85% of the float-adjusted market capitalization of each country. The Index contains 1,464 constituents from 23 Developed Market countries. The Manager expects that the majority of the investments held by the Fund will be included in the Index. However, the Manager is not bound by the Index when making decisions, and can make investments that are not included in the Index.

Comparator benchmark: Investment Association (IA) Global sector average.

The Manager believes it is still appropriate for investors to continue to be invited to compare the Fund, for performance purposes, against those funds included in the IA Global sector. The IA Global sector includes funds which invest at least 80% of their assets globally in equities and which must be diversified by geographic region. The Manager considers the IA Global sector average to be an appropriate benchmark to compare performance to as the funds in this IA sector are run in a similar way to this Fund.

The Investment Association (the UK's trade body for the funds industry) has created IA sectors to help investors compare funds with broadly similar characteristics. These sectors divide funds into groups, with each sector having a different investment focus. This allows investors to make like-for-like comparisons between competitor funds, on factors such as fund charges and performance. In order to be included within an IA sector, a Fund must fulfil certain criteria.

Information on comparative performance of funds in this IA sector is available from various independent data providers including Morningstar and FE Trustnet.

You can find further information on the current Investment Association sectors at the following website: <https://www.theia.org/industry-data/fund-sectors>.

Borrowing

The Fund has access to an overdraft facility maintained by the Manager which may be used for temporary, short-term liquidity purposes. A Fund may use this borrowing power to the extent permitted for a UK UCITS under the Rules, which is up to 10% of its Net Asset Value, as set out in Appendix 2. It is not intended that a Fund uses the overdraft facility for gearing purposes.

Derivatives – permitted instruments

Permitted instruments
Deliverable Forward Foreign Exchange

The permitted derivative instruments must be traded on an exchange included within the Eligible Derivatives Markets list (see Appendix 3).

Stock Lending

The Manager will not enter into stock lending arrangements.

Investment in Other Collective Investment Schemes

The Fund may not invest more than 10% in value of the Scheme Property in other collective investment schemes.

Typical Investor

HL Select Global Growth Shares is available to any investor, including retail, professional or institutional investors, who want an investment with an investment objective and policy as described in the Prospectus and KIID and who is aware of the risks associated with investing in the Fund detailed in the prospectus and KIID.

The Fund is appropriate for an investor with a basic, informed or advanced investment knowledge and experience. The Fund is compatible with an investor who does not require a capital guarantee.

Investors should consider the following before investing:

- Investors should be able to accept fluctuations in the value of their investment including the potential for capital loss or change in value of income.
- Investors should be able to make an investment decision considering the investment objective and policy in the context of their overall investment portfolio.
- Investors should use the Fund as part of a diversified portfolio of investments.
- Investors should plan to invest for at least 5 years and understand that if they sell before the recommended holding period the risk of capital loss increases.
- The Fund can be purchased with or without professional financial advice. If investors are uncertain, they should seek advice from a qualified professional.

Unit Class Information

Unit Class	Initial Charge	Fixed Management Charge	Minimum Initial Investment and Holding	Minimum Subsequent Investment	Minimum Redemption
Class A Accumulation Unit	0%	0.60%*	£150,000	£150,000	£10,000
Class A Income Unit	0%	0.60%*	£150,000	£150,000	£10,000

* The Manager's Fixed Management Charge (including the Ongoing Charge) is charged on a Tiered Pricing basis and the figure shown reflects the Starting Fixed Management Charge rate (or maximum rate) that may be charged. Please refer to Section 5 of the Prospectus (Fixed Management Charge and Ongoing Charge) for further detail.

Reports and Accounts

Annual accounting reference date	30 September
Interim accounting date	31 March
Income allocation dates	30 November, 31 May
Date of publication of annual reports and accounts	31 January

Historical Performance Data

	% Growth 31/12/2019 To 31/12/2020	% Growth 31/12/2020 To 31/12/2021	% Growth 31/12/2021 To 31/12/2022	% Growth 31/12/2022 To 31/12/2023	% Growth 31/12/2023 To 31/12/2024
HL Select Global Growth A ACC	32.07	12.43	-18.00	21.17	15.28
MSCI World Net Return Index	*	*	*	*	*
Investment Association (IA) Global sector	*	*	*	*	*

Source: Lipper. **Past performance is not an indication of future performance.**

Fund related notes

Performance is shown net of charges (excluding initial charge) and net of tax. Class A Accumulation Units have been used as the representative Unit class. The data reflects that net income has been reinvested.

On 23 October 2024, the Investment Objective and Policy of the Fund was amended to that now stated following prior notice being provided to Unitholders.

* As the Fund has a Comparator Benchmark to compare the Fund's performance to the performance of the average of funds in the MSCI World Net Return Index and Investment Association (IA) Global sector the Manager has decided to provide performance information for MSCI World Net Return Index and Investment Association (IA) Global sector in the table above from the full year 31/12/2024 to 31/12/2025 onwards

Appendix 2: Investment Restrictions applicable to the Funds

Each Fund is subject to the limits and restrictions on investment for a UK UCITS as contained in Chapter 5 of the COLL Sourcebook, which are summarised below. Each Fund may be further constrained by its investment objective and policy (as set out in Appendix 1), the applicable investment limits and restrictions set out in the Trust Deed and as stated in this Prospectus.

The Manager shall ensure that, taking into account the investment objective and investment policy of the relevant Fund, the Scheme Property of each Fund will be invested with the aim of providing a prudent spread of risk.

The Manager uses a risk management process, as reviewed by the Trustee, enabling it to monitor and measure as frequently as appropriate the risk of the relevant Fund's portfolio and contribution of the underlying investments to the overall risk profile of that Fund. The details of the risk management process have been notified by the Manager to the FCA, and includes the following information:

- the types of investments to be used within a Fund together with their underlying risks and any relevant quantitative limits;
- the methods for estimating risks in the portfolio to ensure these are adequately captured; and
- the risks relating to a Fund's other investments.

The Manager must notify the FCA in advance of any material alteration to its risk management policy.

Permitted Categories of Investment

With limited exceptions and subject to its investment objective and policy, a Fund must invest solely in any or all of permitted categories of the following:

- transferable securities;
- money market instruments;
- derivatives and forward transactions;
- deposits; and
- units/shares in other collective investment schemes.

Transferable securities and approved money market instruments

Transferable securities and approved money market instruments held must be admitted to or dealt on an eligible market (an eligible market is, broadly, one which is regulated, operates regularly, is recognised, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors).

Not more than 10% in value of the investments of a Fund can consist of transferable securities which are not approved securities or of non-qualifying money market instruments (qualifying money market instruments are, broadly those dealt in on the money market, liquid and whose value can be accurately determined at any time).

Spread limits

- Not more than 20% in value of a Fund's investments can consist of deposits with a single body.

- Not more than 5% in value of a Fund's investments can consist of transferable securities or approved money market instruments issued by a single body (raised to 10% in respect of up to 40% in value of the Fund's investments).
- The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of a Fund's property (10% when the counterparty is an approved bank).
- Not more than 20% in value of a Fund's investments can consist of transferable securities and approved money market instruments issued by the same group.
- Not more than 20% in value of a Fund's property is to consist of the units of any one collective investment scheme.
- In applying the limit in the first three bullets above, not more than 20% in value of a Fund's investments can consist of any combination of two or more of the following:-
 - transferable securities or approved money market instruments issued by; or
 - deposits made with; or
 - exposures from OTC derivatives transactions made with; a single body.
- The limits in this paragraph do not apply to government and public securities (see below).

Government and public securities

With regard to government and public securities:

- Where no more than 35% in value of a Fund's investments is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
- A Fund may invest more than 35% in value of its investments in such securities issued by one issuer provided that:
 - a prominent statement that the Fund may do so is included in this Prospectus (this would be included in Appendix 1);
 - the Manager, after prior consultation with the Trustee considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Fund;
 - no more than 30% in value of the investments of the Fund consist of such securities of any one issue;
 - the investments of the Fund include such securities issued by that or another issuer of at least six different issues;

such securities are issued or guaranteed by or on behalf of the Government of the United Kingdom, or Northern Ireland, the Scottish Administration, the Executive Committee of the Northern Ireland Assembly or the National Assembly of Wales, or by the Government of Australia, Austria, Belgium, Bulgaria, Canada, The Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Luxembourg, The Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland, Turkey or the United States of America, or by the European Central Bank, the International Bank for Reconstruction and Development, the European Bank for Reconstruction and Development or the European Investment Bank.
- No Fund is currently permitted to invest more than 35% of its assets in such securities issued by any one body.

Collective investment schemes

A Fund may invest up to 10% of its value in units or shares of other collective investment schemes provided that any such collective investment scheme (the "**second scheme**") falls within one of the categories specified below.

The second scheme must:

- be a UK UCITS or satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
- be a recognised scheme under the provisions of section 272 of the Financial Services and Markets 2000 (*individually recognised overseas schemes*) that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided that the requirements of COLL 5.2.13 AR are met); or
- be authorised as a non-UCITS retail scheme (provided that the requirements of COLL 5.2.13 AR (1), (3) and (4) are met); or
- be authorised in an EEA state (provided that the requirements of COLL 5.2.13 AR are met); or
- be authorised by the competent authority of an OECD member country (other than an EEA State) which has: (i) signed the IOSCO Multilateral Memorandum of Understanding; and (ii) approved the second scheme's management company, rules and depositary and custody arrangements, provided that the requirements of COLL 5.2.13 AR are met.

The second scheme must comply, where relevant, with certain restrictions set out in COLL including restrictions designed to avoid double charging. The second scheme must have terms which prohibit more than 10% in value of the Scheme Property consisting of units in collective investment schemes.

A Fund's investments may include units in second schemes managed or operated by the Manager or an associate of the Manager. No charge will be made for the issue or redemption of those units.

Warrants

With regard to warrants a Fund may invest in warrants only (on assumptions stated in COLL) if it is reasonably foreseeable that the right conferred by the proposed warrant could be exercised by the Fund without contravening COLL. Investment in warrants will not exceed 5% in value of the property of the Fund.

Nil/partly paid

With regard to nil or partly paid transferable securities a Fund may invest in such securities only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be met by the Fund when payment is required without contravening COLL.

Derivatives

- A transaction in derivatives or a forward transaction cannot be effected for a Fund unless:
 - it is a permitted derivatives and forward transaction (broadly a derivative must be effected on or under the rules of any eligible derivatives market and have underlying consisting of any or all of the following; transferable securities, approved money market instruments, permitted deposits, permitted derivatives, permitted collective investment schemes, financial indices, interest rates, foreign exchange rates, currencies); and
 - it is covered as required by COLL.
- The exposure to the underlying assets must not exceed the limits in COLL for the class of underlying asset concerned.
- The Manager may hedge transactions by back to back foreign currency borrowings against sterling. The Manager does not envisage entering into hedging transactions to a major extent.

Significant influence

- The Manager must not acquire or cause to be acquired for a Fund, transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if:
 - immediately before the acquisition, the aggregate of any such securities held for the Fund taken together with any such securities already held for other authorised unit trusts of which it is also the

- Manager, gives the Manager power significantly to influence the conduct of business of that body corporate; or
- o the acquisition gives the Manager that power.

Concentration limits

A Fund must comply with the concentration limits set out below unless:

- at the time of acquisition, the net amount in issue of the relevant investment cannot be calculated; or
- both the investing UCITS scheme and the collective investment scheme in which units are acquired (the 'second scheme') are authorised funds managed by the same authorised fund manager, and the authorised fund manager: (a) performs portfolio management and risk management for both the investing UCITS scheme and the second scheme without delegation of those functions; (b) delegates portfolio management and/or risk management for both the investing UCITS scheme and the second scheme to the same person; or (c) delegates portfolio management and/or risk management for either the investing UCITS scheme or the second scheme to another person but performs portfolio management and/or risk management in relation to the other scheme without delegation of those functions.

A Fund:

- must not acquire transferable securities (other than debt securities) which do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and represent more than 10% of those securities issued by that body corporate;
- must not acquire more than 10% of the debt securities issued by any single body;
- must not acquire units representing more than 25% in value of the scheme property in a collective investment scheme that is not an umbrella or a sub-fund, or a sub-fund of an umbrella;
- must not acquire more than 10% of the money market instruments issued by any single body.

Underwriting

Subject to certain conditions set out in COLL, underwriting or sub-underwriting transactions may be entered into on behalf of the Fund.

Cash and near cash

Cash and near cash may be held by a Fund where this may reasonably be regarded as necessary in order to enable:

- redemption of units;
- efficient management of a Fund in accordance with its investment objectives; or
- other purposes reasonably regarded as ancillary to the investment objectives of a Fund.

Borrowing and lending powers

- The Trustee may on the instructions of the Manager and subject to the provisions of COLL, borrow money for the use of a Fund on terms that the borrowing is to be repayable out of the property of that Fund.
- Borrowing must be on a temporary basis and not persistent and against these criteria the Manager must have regard to:
 - o the duration of any period of borrowing, and
 - o the number of occasions on which resort is had to borrowing in any period.

- No period of borrowing should exceed three months without the prior consent of the Trustee which may only be given on such conditions as appear appropriate to the Trustee to ensure that borrowing does not cease to be on a temporary basis only.
- The Manager must ensure that a Fund's borrowing does not, on any business day, exceed 10% of the value of that Fund's property.

Daily Calculation of global exposure

- The Manager must calculate the global exposure of each Fund on at least a daily basis.
- For the purposes of this paragraph, exposure must be calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

Calculation of global exposure

- The Manager must calculate the global exposure of each Fund either as:
 - the incremental exposure and leverage generated through the use of derivatives and forward transactions, which may not exceed 100% of the net value of the Scheme Property of the Fund, by way of the commitment approach; or
 - the market risk of the Scheme Property of the Fund, by way of the value at risk approach.
- The Manager must ensure that the method selected above is appropriate, taking into account:
 - the investment strategy pursued by the Fund;
 - the types and complexities of the derivatives and forward transactions used; and
 - the proportion of the Scheme Property comprising derivatives and forward transactions.
- Where the Fund employs techniques and instruments including repo contracts or stock lending transactions in accordance with the COLL Sourcebook in order to generate additional leverage or exposure to market risk, the Manager must take those transactions into consideration when calculating global exposure.
- Value at risk means a measure of the maximum expected loss at a given confidence level over the specific time period.

Commitment approach

- Where the Manager uses the commitment approach for the calculation of global exposure, it must:
 - ensure that it applies this approach to all derivative and forward transactions, whether used as part of the Fund's general investment policy, for the purposes of risk reduction or for the purposes of efficient portfolio management in accordance with the COLL Sourcebook; and
 - convert each derivative or forward transaction into the market value of an equivalent position in the underlying asset of that derivative or forward (standard commitment approach).
- The Manager may apply other calculation methods which are equivalent to the standard commitment approach.
- For the commitment approach, the Manager may take account of netting and hedging arrangements when calculating global exposure of the Fund, where these arrangements do not disregard obvious and material risks and result in a clear reduction in risk exposure.

- Where the use of derivatives or forward transactions does not generate incremental exposure for the Fund, the underlying exposure need not be included in the commitment calculation.
- Where the commitment approach is used, temporary borrowing arrangements need not form part of the global exposure calculation.

Appendix 3: Eligible Securities Markets and Eligible Derivatives Markets

Eligible Securities Markets

Set out below are the securities markets through which each Fund may invest or deal in approved securities (subject to the investment objective and investment policy of the relevant Fund):

- (i) a "regulated market" as defined in the Rules;
- (ii) a securities market established in the UK and any EEA state (which, as at the date of this Prospectus, includes Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden) which is regulated, operates regularly and is open to the public; or
- (iii) the principal or only market established under the rules of any of the following investment exchanges:

Country	Market
Australia	Australian Securities Exchange (ASX)
Canada	Toronto Stock Exchange (TSX)
Hong Kong	Hong Kong Exchanges and Clearing Limited (HKEX)
Japan	Tokyo Stock Exchange (TSE)
New Zealand	New Zealand Exchange Ltd (NZX)
Singapore	Singapore Exchange - Securities Trading (SGX-ST)
Switzerland	SIX Swiss Exchange
United States of America	New York Stock Exchange
	NASDAQ Global Select Market
	NASDAQ Capital Market

The alternative investment market (AIM) of the London Stock Exchange is also an eligible securities market for the purposes of the Funds.

Eligible Derivatives Markets

Country	Market
Australia	Australian Securities Exchange (ASX24)
Canada	Montreal Exchange (MX)
Japan	Osaka Exchange
UK	ICE Futures Europe
	LCH
The United States of America	Chicago Board of Trade Chicago Mercantile Exchange ICE Futures US
Europe	Eurex Deutschland (XEUR)

Appendix 4 - Valuation of the property of the Funds

The Net Asset Value of the Scheme Property of a Fund shall be the value of its assets less the value of its liabilities, and shall be determined in accordance with the following provisions:

- 1 All the Scheme Property of the relevant Fund (including receivables) as at the Valuation Point is to be included in the valuation, subject to the following provisions.
- 2 Property which is not cash (or other assets set out in paragraph (3) below) or a contingent liability transaction shall be valued as follows and the prices used shall be the most recent prices which it is practicable to obtain:
 - 2.1 Units/shares in a collective investment scheme:
 - (a) if a single price for buying and selling units/shares is quoted, that price;
 - (b) if separate buying and selling prices are quoted, at the average of the two prices provided that the buying price has been reduced by any initial charge included therein and the selling price has been increased by any exit charges attributable thereto; or
 - (c) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or exists, at a value which in the opinion of the Manager is fair and reasonable;
 - 2.2 exchange-traded derivative contracts:
 - (a) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price;
 - (b) if separate buying and selling prices are quoted, at the average of the two prices;
 - 2.3 over-the-counter derivative contracts shall be valued in accordance with the method of valuation agreed between the Manager and the Trustee;
 - 2.4 any other transferable security:
 - (a) if a single price for buying and selling the security is quoted, at that price;
 - (b) if separate buying and selling prices are quoted, at the average of the two prices;
 - (c) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or exists, at a value which in the opinion of the Manager is fair and reasonable;
 - 2.5 property other than that described in paragraphs 2.1 to 2.4 above, at a value which in the opinion of the Manager represents a fair and reasonable mid-market price.
- 3 Cash and amounts held in current and deposit accounts (and in other time-related deposits) shall be valued at their nominal values.
- 4 Property which is a contingent liability transaction shall be treated on the following basis:
 - 4.1 if a written option (and the premium for writing the option has become part of the Scheme Property), the amount of the net valuation of premium receivable shall be deducted. If the property is an off exchange derivative, the method of valuation shall be as agreed between the Manager and the Trustee;
 - 4.2 if an off exchange future, the net value of closing-out (in accordance with a valuation method agreed by the Manager and the Trustee) shall be included;

- 4.3 if any other form of contingent liability transaction, the net value of margin on closing-out (in accordance with a valuation method agreed by the Manager and the Trustee) shall be included.
- 5 In determining the value of the Scheme Property of the Fund, all instructions given to issue or cancel units shall be assumed to have been taken, regardless of whether or not this is the case.
- 6 Subject to paragraphs (7) and (8) below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted will be treated as having been completed and all necessary consequential actions having been taken. Such unconditional agreements need not be taken into account if they are made shortly before the valuation takes place and, in the opinion of the Manager, their omission will not materially affect the final net asset amount.
- 7 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph (6).
- 8 All agreements are to be included under paragraph (6) which are, or ought reasonably to have been known, to the person valuing the property.
- 9 An estimated amount will be deducted for anticipated tax liabilities at the point in time including (as applicable and without limitation): capital gains tax, income tax, corporation tax and advance corporation tax, value added tax, stamp duty and stamp duty reserve tax.
- 10 The following will also be deducted:
- (a) an estimated amount for any liabilities payable out of the property attributable to the Fund and any tax on it (treating any periodic items as accruing from day to day);
 - (b) the principal amount of any outstanding borrowings whenever payable;
 - (c) any accrued but unpaid interest on borrowings.
- 11 An estimated amount will be added for accrued claims for repayment of taxation levied:
- (a) on capital (including capital gains); or
 - (b) on income.
- 12 The following will also be added:
- (a) any other credit due to be paid into the Scheme Property of the Fund;
 - (b) any SDRT provision anticipated to be received.
- 13 Currencies or values in currencies other than the base currency shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Unitholders or potential Unitholders.

Proportion Accounts

If more than one class of Unit are in issue in a Fund, the proportionate interests of each class in the assets and income of the Fund shall be ascertained as set out in the Trust Deed, the relevant provisions being set out as follows:

A notional account will be maintained for each Unit class. Each account will be referred to as a "**Proportion Account**". The word "proportion" in the following paragraphs means the proportion which the balance on a Proportion Account at the relevant time bears to the balance on all the Proportion Accounts of a Fund at that time. The proportionate interest of a class of Unit in the assets and income of a Fund is its "**proportion**".

These will be credited to a Proportion Account:

- the subscription money (excluding any initial charges) for the issue of Units of the relevant class;
- that class's proportion of the amount by which the Net Asset Value of the Fund exceeds the total subscription money for all Units in the Fund;
- that class's proportion of the Fund's income received and receivable; and
- any notional tax benefit.

These will be debited to a Proportion Account:

- the redemption payment for the cancellation of Units of the relevant class;
- the Unit class's proportion of the amount by which the Net Asset Value of the Fund falls short of the total subscription money for all Units in the Fund;
- all distributions of income (including equalisation, if any) made to Unitholders of that class;
- all costs, charges and expenses incurred solely in respect of that class;
- that Unit class's share of the costs, charges and expenses incurred in respect of that class and one or more other classes in the Fund, but not in respect of the Fund as a whole;
- that class's share of the costs, charges and expenses incurred in respect of or attributable to the Fund as a whole; and
- any notional tax liability.

Any tax liability in respect of the relevant Fund, and any tax benefit received or receivable in respect of that Fund, will be allocated between classes in order to achieve, so far as possible, the same result as not materially to prejudice any class. The allocation will be carried out by the Manager after consultation with the Auditors.

The Proportion Accounts are notional accounts maintained for the purpose of calculating proportions. They do not represent debts from the Fund to Unitholders or the other way round. Each credit and debit to a Proportion Account shall be allocated to that account on the basis of that Unit class's proportion immediately before the allocation. All such adjustments shall be made as are necessary to ensure that on no occasion on which the proportions are ascertained is any amount counted more than once. When Units are issued thereafter each such Unit shall represent the same proportionate interest in the property of the Fund as each other Unit of the same category and class then in issue in respect of that Fund.

Each Fund shall allocate the amount available for income allocation (calculated in accordance with the COLL Sourcebook) between the Units in issue relating to the Fund according to the respective proportionate interests in the property of the Fund represented by the Units in issue at the Valuation Point in question.

Appendix 5 - Sub-custodians

Country	Sub-Custodian	Country	Sub-Custodian
Argentina	Citibank, N.A.	Luxembourg	Euroclear Bank S.A./N.V.
Australia	HSBC Bank Australia Limited	Malaysia	HSBC Bank Malaysia Berhad
Austria	UniCredit Bank Austria A.G	Mauritius	The Hongkong and Shanghai Banking Corporation Limited
Bahrain	HSBC Bank Middle East Limited	Mexico	Banco Nacional de Mexico, S.A. integrante del Grupo Financiero Banamex
Bangladesh	Standard Chartered Bank	Morocco	Societe Generale Marocaine de Banques
Belgium	The Northern Trust Company	Namibia	Standard Bank Namibia Ltd
Bosnia and Herzegovina - Federation of B & H	Raiffeisen Bank Bosnia DD BiH	Netherlands	The Northern Trust Company
Bosnia and Herzegovina - Republic of Srpska	Raiffeisen Bank Bosnia DD BiH	New Zealand	The Hongkong and Shanghai Banking Corporation Limited
Botswana	Standard Chartered Bank Botswana Limited	Nigeria	Stanbic IBTC Bank Plc
Brazil	Citibank Distribuidora de Titulos e Valores Mobiliarios S.A.	Norway	Skandinaviska Enskilda Banken AB (publ)
Bulgaria	Citibank Europe plc	Oman	First Abu Dhabi PJSC
CD's – USD	Deutsche Bank AG	Pakistan	Citibank, N.A.
CD's – USD	The Northern Trust Company, Canada	Panama	Citibank, N.A.
Canada	Royal Bank of Canada	Peru	Citibank del Peru S.A.
Chile	Banco de Chile	Philippines	The Hongkong and Shanghai Banking Corporation Limited

Country	Sub-Custodian	Country	Sub-Custodian
China A Share	HSBC Bank (China) Company Limited	Poland	Bank Handlowy w Warszawie S.A.
China B Share	HSBC Bank (China) Company Limited	Portugal	BNP Paribas Securities Services
Colombia	Cititrust Colombia S.A. Sociedad Fiduciaria	Qatar	HSBC Bank Middle East Limited
Costa Rica	Banco Nacional de Costa Rica	Romania	Citibank Europe plc
Croatia	Zagrebacka Banka d.d.	Saudi Arabia	The Northern Trust Company of Saudi Arabia
Cyprus	Citibank Europe PLC	Serbia	UniCredit Bank Serbia JSC
Czech Republic	UniCredit Bank Czech Republic and Slovenia, a.s.	Singapore	The Hongkong and Shanghai Banking Corporation Limited
Denmark	Skandinaviska Enskilda Banken AB (publ)	Slovakia	Citibank Europe plc
Egypt	Citibank, N.A.	Slovenia	UniCredit Banka Slovenija d.d.
Estonia	Swedbank AS	South Africa	The Standard Bank of South Africa Limited
Eswatini	Standard Bank Eswatini Ltd.	South Korea	The Hongkong and Shanghai Banking Corporation Limited
Finland	Skandinaviska Enskilda Banken AB (publ)	Spain	Citibank Europe plc
France	The Northern Trust Company	Sri Lanka	Standard Chartered Bank
Germany	The Northern Trust Company	Sweden	Svenska Handelsbanken AB (publ)
Ghana	Standard Chartered Bank Ghana Limited	Switzerland	Credit Suisse (Switzerland) Ltd
Greece	Citibank Europe PLC	Taiwan	HSBC Bank (Taiwan) Limited

Country	Sub-Custodian	Country	Sub-Custodian
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	Tanzania	Standard Chartered Bank Tanzania Limited
Hong Kong (Stock Connect Shanghai/Shenzhen)	The Hongkong and Shanghai Banking Corporation Limited	Thailand	Citibank, N.A.
Hungary	Citibank Europe plc.	Tunisia	Union Internationale de Banques
Iceland	Landsbankinn hf	Turkey	Citibank A.S.
India	Citibank, N.A.	Uganda	Standard Chartered Bank Uganda Limited
Indonesia	Standard Chartered Bank	United Arab Emirates - ADX	HSBC Bank Middle East Limited
Ireland	The Northern Trust Company	United Arab Emirates - DFM	HSBC Bank Middle East Limited
Israel	Citibank, N.A.	United Arab Emirates - NASDAQ Dubai	HSBC Bank Middle East Limited
Italy	Citibank Europe plc	United Kingdom	Euroclear UK and Ireland Limited (Northern Trust self custody)
Japan	The Hongkong and Shanghai Banking Corporation Limited	United States	The Northern Trust Company
Jordan	Bank of Jordan Plc	Uruguay	Banco Itau Uruguay S.A.
Kazakhstan	Citibank Kazakhstan JSC	Vietnam	HSBC Bank (Vietnam) Ltd
Kenya	Standard Chartered Bank Kenya Limited	West Africa (UEMOA)	Standard Chartered Bank Cote d'Ivoire SA
Kuwait	HSBC Bank Middle East Limited	Zambia	Standard Chartered Bank Zambia plc
Latvia	Swedbank AS	Zimbabwe	Stanbic Bank Zimbabwe Limited
Lithuania	AB SEB Bankas		

Appendix 6 - Other Schemes Managed by the Manager

In addition to the Trust, the Manager is also the authorised fund manager of the authorised collective investment schemes set out below. Prospectuses and Key Investor Information Documents are available for these schemes.

- HL Multi-Manager Balanced Managed Trust
- HL Multi-Manager Special Situations Trust
- HL UK Income Fund
- HL Income
- HL Global Bond
- HL Umbrella Trust
- HL ICVC 1

Sub-funds managed under the HL Umbrella Trust include:

- HL UK Growth
- HL European
- HL Emerging Markets
- HL Cautious Managed
- HL High Income

Sub-funds managed under HL ICVC 1:

- HL Growth Fund
- HL US Fund
- HL Balanced Managed
- HL Moderately Adventurous Managed
- HL Adventurous Managed
- HL Global Corporate Bond
- HL Multi-Index Cautious
- HL Multi-Index Moderately Adventurous
- HL Multi-Index Balanced
- HL Multi-Index Adventurous
- HL Global Equity Income

Appendix 7

Investment Managers

The Manager has delegated investment management to the Investment Managers set out below in relation to the Funds set out below:

Investment Manager	Funds
<p><u>Blackrock Investment Management (UK) Limited</u></p> <p>Blackrock Investment Management (UK) Limited is a company in England and Wales whose registered office is at 12 Throgmorton Avenue, London, EC2N 2DL. The Investment Manager is authorised and regulated by the Financial Conduct Authority (FCA registered number: 119293).</p> <p>The principal business activity of the Investment Manager is the provision of investment management services.</p>	<p>HL Select UK Growth Shares</p> <p>HL Select UK Income Shares</p>
<p><u>JPMorgan Asset Management (UK) Limited</u></p> <p>JPMorgan Asset Management (UK) Limited is a company in England and Wales whose registered office is at 25 Bank Street, London E14 5JP. The Investment Manager is authorised and regulated by the Financial Conduct Authority (FCA registered number: 119337).</p> <p>The principal business activity of the Investment Manager is the provision of investment management services.</p> <p>JPMorgan Asset Management (UK) Limited has sub-delegated certain investment management duties to JP Morgan Investment Mgmt Inc</p>	<p>HL Select Global Growth Shares</p>