
LLOYDS MONEY FUND LIMITED

Prospectus

November 2014



Important Update

With effect from 20 February 2015, the following Classes of Lloyds Money Fund Limited are no longer available:

- Australian Dollar Class
- Euro Class
- New Zealand Dollar Class
- United States Dollar Class

February 2015

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Important Information

This document is the Prospectus of Lloyds Money Fund Limited (the “Company”), valid as at November 2014, and is prepared in accordance with the Collective Investment Funds (Recognized Funds) (Rules) (Jersey) Order 2003 (the “Order”) of the Island of Jersey for the purpose of the marketing and sale of participating redeemable preference shares of US 1 cent each (“Shares”) in the Company.

The Company is a recognized fund as defined in the Collective Investment Funds (Jersey) Law, 1988, as amended and permits have been granted by the Jersey Financial Services Commission (the “Commission”) under this law to the Company, Lloyds Investment Fund Managers Limited (the “Manager”) and Capita Trust Company (Jersey) Limited (the “Custodian”). The Commission is protected against liability arising from the discharge of its functions under this law.

The consent of the Commission under the Control of Borrowing (Jersey) Order 1958, as amended, has been obtained for the issue of Shares. The Commission is protected by the Control of Borrowing (Jersey) Law 1947, as amended, against liability arising from the discharge of its functions under this law.

The Shares have been introduced to, and are listed on the Channel Islands’ stock exchange, known as the Channel Islands Securities Exchange Authority Limited (the “CISEA”), and the Malta Stock Exchange.

This Prospectus includes particulars given in compliance with the Listing Rules of the CISEA for the purpose of giving information with regard to the Company. The directors of the Company (the “Directors”) and the Manager, whose names appear on page 3, accept full responsibility for the information contained in this Prospectus and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

Neither the admission of the Shares to the CISEA nor the approval of the Prospectus pursuant to the listing requirements of the CISEA shall constitute a warranty or representation by the CISEA as to the competence of the service providers to or any other party connected with the Company, the adequacy and accuracy of information contained in the Prospectus or the suitability of the Company for investment or for any other purpose.

The information contained in this document does not constitute an invitation to buy or the solicitation of an offer to sell securities or accept deposits or to provide any other products or services in any jurisdiction to any person to whom it is unlawful to make an offer or solicitation, nor should it be construed to constitute any investment advice. The Manager is unable to provide any advice in connection with investment in the Company.

Legislation or regulations in your home jurisdiction may prohibit you from entering into such a transaction with us or from receiving advice about this product. We reserve the right to make final determination on whether you are eligible for any products or services.

Residents or nationals of certain jurisdictions may be subject to exchange controls and should seek independent advice before entering into any transactions with us.

Attention is drawn to the compulsory redemption provisions under the heading “Qualified Shareholders” on page 12.

Persons interested in acquiring Shares should inform themselves as to (i) the legal requirements within the countries of their nationality, residence or domicile for such acquisition; (ii) any foreign exchange control requirement which they might encounter on acquisition or sale of Shares; and (iii) the income tax and other tax consequences which might be relevant to the acquisition, holding or disposal of Shares.

The Company is not a recognised scheme in the United Kingdom and cannot be marketed or promoted in the United Kingdom. It is not required to comply with the Alternative Investment Fund Managers Directive 2011/61/EU (“AIFMD”).

The Shares have not been registered under the US Securities Act of 1933 (“1933 Act”) and except in a transaction which does not violate the 1933 Act may not be directly or indirectly offered or sold to, or for the benefit of, a US person. The Company has not been registered under the US Investment Company Act of 1940 in reliance upon the exemption afforded by Section 3 (c) (1) thereunder.

For these purposes a US person is as defined in Regulations under the 1933 Act, namely: a resident of the United States, a partnership organised or existing in any state, territory or possession of the United States, a corporation organised under the laws of the United States or of any state, territory or possession thereof or areas subject to its jurisdiction, or any estate or trust other than an estate or trust income of which arises from sources outside the United States (which is not effectively connected with the conduct of a trade or business within the United States) and is not included in gross income for the purposes of computing United States federal income taxation. The attention of US persons is drawn to the compulsory redemption provisions on page 12 under the heading "Qualified Shareholders".

Cooling off periods and cancellation rights, which are a statutory right in certain jurisdictions, do not apply to investments in offshore funds. These relate to a period of time running from the date on which a contract for an investment is deemed to have been entered into, during which period the investor is able to change their mind and cancel the contract.

As an investment in a fund is not a bank deposit, the Jersey Bank Depositors Compensation Scheme does not apply.

However, limited protection is provided under the Collective Investment Funds (Recognized Funds) (Compensation for Investors) (Jersey) Regulations, 1988, as amended; a scheme of compensation for investors in the event of the default of a functionary who has become bankrupt or is unable to satisfy civil liability claims in connection with a recognized fund.

The maximum amount of compensation payable under the scheme to any one investor is £48,000 but is subject to the total amount of compensation in any one year under the scheme being limited to £5,000,000.

Neither the delivery of this Prospectus, nor the allotment or issue of Shares by the Company or the sale of Shares by the Manager, shall create any implication that there have not been any changes in the affairs of the Company since the date of this Prospectus.

The Directors of the Company and the Manager have taken all reasonable care to ensure that the facts stated herein are true and accurate in all material respects and that there are no other material facts, the omission of which would make misleading any statement herein whether of fact or opinion.

The Manager conducts its business in accordance with local legal and regulatory requirements, including anti-money laundering requirements which require the Manager to disclose information that would otherwise be confidential in circumstances where the Manager suspects its client of benefiting from or engaging in criminal activity including tax fraud.

The supply of the product described in this document meets the provisions of The Distance Marketing of Consumer Financial Services Directive Instrument (2002/65/EC).

Further copies of this Prospectus and of the Company's most recent Annual Report & Accounts and any subsequent Interim Report & Accounts may be obtained free of charge from:

Lloyds Investment Fund Managers Limited
PO Box 311
11-12 Esplanade
St. Helier
Jersey JE4 8ZU
Telephone Jersey **+44 (0) 1534 845555**
(9am-5pm, Monday to Friday excluding Bank Holidays).
Facsimile **+44 (0) 1534 845556**
Website: lloydsbank.com/international
Email: funds@lloydsbankinternational.com

Telephone calls may be monitored and recorded. Messages sent by email may not be secure and may be intercepted by third parties. For these reasons, do not use email to send us communications which contain confidential information or instructions as we require these instructions to be in writing. If you disregard this warning and choose to send us confidential information, you agree that you do so at your own risk and that you will not hold the Manager responsible for any loss that you suffer as a result.

If you are in any doubt about the contents of this Prospectus, you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

Management and Administration

The Company

Lloyds Money Fund Limited

Directors:

Ross Davey Willcox (Chairman)

Ian Mark Jeremie Hardy

Timothy Joseph Herbert

Brian Charles James

Bronislaw Lysiak

Registered Office

PO Box 160

25 New Street

St. Helier

Jersey

Channel Islands JE4 8RG

Company Secretary

Lloyds Corporate Services (Jersey) Limited

PO Box 160

25 New Street

St. Helier

Jersey

Channel Islands JE4 8RG

Manager and Registrar

Lloyds Investment Fund Managers Limited

Registered Office

PO Box 160

25 New Street

St. Helier

Jersey

Channel Islands JE4 8RG

Principal Place of Business

PO Box 311

11–12 Esplanade

St. Helier

Jersey

Channel Islands JE4 8ZU

Custodian

Capita Trust Company (Jersey) Limited

Registered Office

12 Castle Street

St. Helier

Jersey

Channel Islands JE2 3RT

Independent Auditor

PricewaterhouseCoopers CI LLP

37 Esplanade

St. Helier

Jersey

Channel Islands JE1 4XA

Legal Advisers

In Jersey:

Mourant Ozannes

PO Box 87

22 Grenville Street

St. Helier

Jersey

Channel Islands JE4 8PX

In Guernsey:

Mourant Ozannes

1 Le Marchant Street

St. Peter Port

Guernsey

Channel Islands GY1 4HP

Channel Islands Stock Exchange Sponsor

Mourant Ozannes Securities Limited

1 Le Marchant Street

St. Peter Port

Guernsey

Channel Islands GY1 4HP

Principal Bankers

Lloyds Bank International Limited

PO Box 160

25 New Street

St. Helier

Jersey

Channel Islands JE4 8RG

Paying Agent

Lloyds Bank International Limited

PO Box 111

Peveril Buildings

Peveril Square

Douglas

Isle of Man IM99 1JJ

UK Facilities Agent

Lloyds Bank Private Banking Limited

31–33 Perrymount Road

Haywards Heath

West Sussex RH16 3SP

Distributor

Lloyds Bank International Limited

PO Box 160

25 New Street

St. Helier

Jersey

Channel Islands JE4 8RG

The Company

Lloyds Money Fund Limited (the “Company”) is a company limited by shares and was incorporated on 3 November 1983 in Guernsey, Channel Islands, under The Companies (Guernsey) Laws, 1908 to 1994. The Company was incorporated as Lloyds International Money Market Fund Limited and changed its name, most recently, to Lloyds Money Fund Limited on 23 September 2013. On 24 January 2003, the Company was removed from the Register of Companies in Guernsey in accordance with The Migration of Companies, Ordinance, 1997, as amended in Guernsey and was incorporated in Jersey under the Companies (Jersey) Law, 1991, as amended (the “Companies Law”). It has an authorised share capital of US\$500,100.

The Company is an open-ended investment company and is able to operate in much the same way as a unit trust by the issue and redemption of Participating Redeemable Preference Shares (“Shares” or “Participating Shares”) at prices calculated by reference to the value of the Company’s investments.

The Company is an umbrella fund (a single company which has a number of underlying sub-funds) and is the holder of a recognized fund certificate issued under the Order and holds a permit under Article 7 of the Collective Investment Funds (Jersey) Law, 1988, as amended.

There are currently five different classes of Shares (“Funds” or “Classes”), each of which is a money market fund and each is priced in its own base currency.

A separate fund (“Currency Fund”) is maintained for each Class. Each Currency Fund will have a portfolio of deposits in its respective currency.

As at 30 September 2014 the Net Asset Value (“NAV”), which is total assets less total liabilities of the Company was US\$159,761,373.

Class	Initial Issue Date	Initial Price	NAV per share at 30 September 2014	Total Expense Ratio* at 30 June 2014
Australian Dollar Class	25 September 1985	A\$30	A\$172.368	1.02%
New Zealand Dollar Class	25 September 1985	NZ\$30	NZ\$207.657	1.04%
Sterling Class	23 November 1983	£10	£52.502	0.46%

Source: Lloyds Investment Fund Managers Limited.

The latest prices and details of the past performance of the Funds are available on request from the Manager or from the website at international.lloydsbank.com/international-investments/funds

*Total Expense Ratio includes the Annual Management Charge, the Custodian Fee and operating expenses.

Objectives

The objective of the Company is to seek to achieve a competitive rate of return in capital terms so far as is commensurate with minimum risk to capital.

The ability to deal daily and rapidity of settlement ensure that the Company offers a highly liquid form of investment. There is also the facility for the holders of Shares (the “Shareholders”) to transfer between the various different Funds.

Dividend Policy

It is intended that no dividends will be paid and that the whole of the net income attributable to each class of Share will be accumulated within the relevant Fund and added to the capital property of that Fund as and when earned and will be reflected in the price of those Shares. As such, the Company does not operate an equalisation procedure.

Investment Policy

The Company will aim to offer the individual and corporate investor a degree of protection and access to wholesale money markets in a wide choice of currencies, whilst maintaining the ready availability of funds.

The policy of the Company is to invest in deposits which are available on the Eurocurrency markets (including deposits placed within the Lloyds Banking Group). In certain circumstances these may be supplemented by bonds, notes, monetary instruments and government stocks. The Company will normally make investments from which income will be received by the Company without any deduction of withholding tax.

The assets of each Currency Fund are invested for various periods up to a maximum maturity date of six months from acquisition and the Company will normally aim to hold investments to maturity. In order to provide liquidity, the Company will ensure that at least 35% of assets comprising each Currency Fund are realisable within fourteen days.

The Company may deal on any market established in a member state of the European Union on which transferable securities admitted to official listing in the member state are dealt in or traded or on any other market that the Manager, after consultation with the Custodian, has decided, in accordance with the Order, is appropriate (such other markets being listed, if applicable, in this Prospectus).

Investment Restrictions

The Order provides specific investment restrictions for money market funds, of which the following is intended to be a summary.

Not more than 80% in value of the assets of each Currency Fund may be invested in transferable securities. Up to 80% in value of the assets of each Currency Fund may consist of government and other public securities provided that if more than 35% in value of the property of the Fund consists of such securities, the property must include government and other public securities of at least five different issues.

Not more than 5% in value of the assets of each Currency Fund may consist of instruments which are not government or other public securities and are issued by the same issuer. Not more than 30% in value of the assets of each Currency Fund may consist of government and other public securities of the same issue.

Not more than 10% in value of the assets of each Currency Fund may be on deposit or loan to the same person (and for this purpose members in the same group as the Manager are treated as one person and members in the same group as the Custodian are treated as another person) except that up to 20% or £1,000,000 (or the equivalent amount in another currency), whichever is greater, may be deposited or loaned to any one eligible institution (as defined in the Rules), providing it or its parent or subsidiary which is an eligible institution has shareholders' funds of US\$1,000,000,000 or more, and the amount as deposited or loaned does not exceed 10% of the relevant institution's issued capital and reserves as shown in its last published accounts.

At least 35% in value of the assets of each Currency Fund must be realisable within fourteen days.

Each Currency Fund may not invest in securities other than the following as issued by eligible institutions:

- a. cash or deposits with a maturity of less than six months;
- b. government and other public securities which are redeemable at the option of the holder within a period of two years, or which will be redeemed by the issuer within that period;
- c. bills of exchange repayable within twelve months;
- d. debentures, loan stock and certificates of deposit which are not subordinated and which are repayable within twelve months;
- e. other instruments creating or acknowledging indebtedness which are not subordinated, which are traded on or dealt in under the rules of an eligible market and which are repayable within twelve months.

Each Fund will not:

- a. invest in other collective investment schemes;
- b. use the money in the property of the Company for lending purposes;
- c. engage in stocklending;
- d. deal short or on margins.

In addition the Directors have put in place the following additional restrictions:

The Company may only place deposits with banks and building societies that have been approved by the Manager as acceptable eligible institutions. All placements must be made in OECD countries only. From time to time limits may be set as to the maximum exposure of the Company to any specific bank or building society. These limits are reviewed regularly and are subject to annual renewal.

The Order permits borrowings from eligible institutions which are repayable out of the property of the Company but imposes limits on such borrowings. The limits are that all sums borrowed and outstanding at any one time must not amount in aggregate to an amount greater than the total of all amounts which are to become part of the property of the Company within three calendar months of the borrowing and, if immediately payable, would not require more than 10% of the value of the property of the Company to be used for repayment. There is no intention to use borrowing for the purposes of gearing. Gearing is the borrowing of money in order to purchase assets.

The Manager has chosen to disclose certain information in relation to the leverage arrangements it employs on behalf of the Fund in accordance with the requirements set out in AIFMD. This measure of leverage is calculated as the ratio between the exposure of the Fund and its net asset value, where the exposure is calculated in accordance with the gross method and the commitment method set out in the European Commission Delegated Regulation (EU) No. 231/2013 as the sum of the absolute values of all positions. In the Manager's view, the limited borrowing and hedging arrangements which the Manager may enter into on behalf of the Fund (as disclosed above) do not constitute leverage for the purposes of AIFMD. The Manager is not entitled to employ any leverage (as defined in AIFMD) on behalf of the Fund.

Risk Warnings

It should be remembered that the price of Shares may go down as well as up. The Company has no obligation to redeem shares at the subscription price originally paid and investors may not get back the amount originally invested. Past performance should not be seen as an indication of future performance. Investors should be aware that, whilst the price of a Share will normally rise as income accrues in respect of underlying investments, such price may fall in certain circumstances such as a substantial change in interest rates.

Interest Rate Risk

Each Fund aims to receive income from its various investments. The income received by each Fund is not fixed in nature. The Company invests in fixed-rate bank deposits up to a maximum maturity of six months. Any changes to the interest rates for fixed rate bank deposits available in the market may result in the Manager being unable to secure similar returns on the maturity of those deposits.

Liquidity Risk

Each Fund's financial assets are considered by the Manager to be readily realisable. The Manager manages each Fund's cash to meet its liabilities.

Where investments cannot be realised in time to meet any redemptions of Shares, each Fund may borrow up to 10% of its value to ensure settlement of its liabilities. To counter this risk the Company maintains at least 35% of each Fund in deposits realisable within fourteen days.

Leverage Risk

Whilst there is no intention to use borrowings for the purpose of gearing, the greater the total borrowings of the Company relative to its investments in securities, the greater will be its risk of loss and possibility of gain due to market fluctuations in the values of its investments.

Foreign Currency Risk

A substantial proportion of the Company's financial assets is denominated in currencies other than the base currency (US dollar), with the effect that the balance sheet and the profit for the financial period can be significantly affected by currency movements.

An investment in a currency other than the Shareholder's own base currency will be subject to the movement of foreign exchange rates, which may cause additional favourable or unfavourable changes in value.

Counterparty Risk

Certain transactions that the Company enters into expose it to risk that the counterparty will not settle on the investment after the Company and the Manager have fulfilled their responsibilities. In the event that any of these counterparties were to become bankrupt, or otherwise be unable to meet their financial obligations, this would impact negatively on the value of the fund, meaning you may get back less than you invested.

However, the Company places deposits only with banks that have been approved by the Manager as an acceptable counterparty. In addition, limits are set as to the maximum exposure of the Company to any bank that may exist at any time, these limits are reviewed regularly and are subject to annual renewal.

Cross Class Liability

Shareholders should be aware that in the event of the Company being unable to meet liabilities attributable to any particular Fund or share class out of the assets attributable to such Fund or share class, the excess liabilities may have to be met out of the assets attributable to the other Funds or share classes.

Other Risks

Our charges may have to rise in the future which could affect the value of your investment.

The tax levels and reliefs are those applicable as at May 2014 and may change. The value of any tax advantage will depend on your individual circumstances. The taxation basis of the Company may change, with retrospective effect.

Investors should be aware that all or most of the protections afforded by the United Kingdom regulatory system do not apply.

Contracting Parties

The Manager

The Manager is a company incorporated in Jersey on 10 July 1973 with limited liability and is subject to the provisions of the Companies Law, and will exist until dissolved by Special Resolution (as defined in the Companies Law). It has an issued share capital of 100,000 shares of £1 each, fully paid. The ultimate holding company of the Manager is Lloyds Banking Group plc, a company incorporated in Scotland.

The Company has entered into a management agreement (see page 23) with Lloyds Investment Fund Managers Limited which is also the Manager of Lloyds Investment Funds Limited, Lloyds Gilt Fund Limited, Lloydstrust Gilt Fund Limited and Lloyds Multi Strategy Fund Limited which are recognized funds under the Order.

The Manager is the holder of a permit under Article 7 of the Collective Investment Funds (Jersey) Law, 1988, as amended.

The Manager maintains an appropriate level of “own funds” to cover the equivalent professional liability risks set out in AIFMD.

Responsibilities of the Manager

Under the management agreement the Manager is responsible for the investment management and administration of the Company.

The Manager has appointed another group company, Lloyds Corporate Services (Jersey) Limited to perform the functions of company secretary. The statutory records of the Company are maintained at the offices of the Company Secretary (see page 3).

The Custodian

The Company has entered into a custodian agreement with the Manager and the Custodian (the “Custodian Agreement”) (see page 24). The Custodian is a company incorporated in Jersey on 28 April 1956 with limited liability under the Companies Law.

The ultimate holding company of the Custodian is Capita Plc, a company incorporated in England whose registered office is 71 Victoria Street, Westminster, London SW1H 0XA and which is listed on the London Stock Exchange.

The Custodian has an authorised, issued and fully paid up share capital of 53,975 shares divided into 50,000 shares of £1 each issued at par and 3,975 shares of £1 each issued at a price of £1,000.

The principal business activity of the Custodian is that of acting as custodian to collective investment funds. The Custodian is the holder of a permit under Article 7 of the Collective Investment Funds (Jersey) Law, 1988, as amended.

Responsibilities of the Custodian

The duties of the Custodian in respect of the Company, which are set out in full in the Custodian Agreement, include (without limitation):

- taking all necessary steps, including coordinating the execution of documents, to ensure that acquisitions, disposals and loans properly made by the Manager are implemented;
- taking into its custody or placing under its control all of the property of the Company;
- collecting any income due to be paid to the Company;
- verifying the procedures for the creation and cancellation of Shares;
- preparing the Custodian’s annual report to Shareholders; and
- performing all other duties which the Custodian is required by law to perform.

The Registrar

The Custodian is ultimately responsible for maintaining the register of Shareholders, but the Company and the Custodian have appointed the Manager under the terms of the management agreement to maintain the register on behalf of the Custodian and perform the duties of registrar to the Company.

Location of the Register

The register of Shareholders in the Company is kept in Jersey and may be inspected, free of charge, at: Lloyds Investment Fund Managers Limited, PO Box 311, 11–12 Esplanade, St Helier, Jersey JE4 8ZU.

The Paying Agent

Lloyds Bank International Limited (the “Paying Agent”) acts as paying agent for the Company under the terms of a paying agency agreement (the “Paying Agency Agreement”) (see page 24).

Responsibilities of the Paying Agent

The Paying Agent is responsible for the remittance of all distributions and proceeds of redemptions to Shareholders. Any fees due to the Paying Agent will be paid by the Manager out of its own fees.

The Paying Agent is in the same group of companies as the Manager. Its principal activity is the provision of financial services to expatriates, Channel Island and Isle of Man residents and international investors, including the processing of inbound and outbound payments.

The Issue and Redemption, Sale and Repurchase of Shares

Applications for Shares

Applications for Shares may normally be made between the hours of 9am and 5pm on any business day in Jersey (other than Saturdays, Sundays and Bank Holidays and the last business day before Christmas Day) (“Dealing Days”), and should be made on the Company’s application form, a copy of which is contained at the rear of this Prospectus.

The application form, duly completed, should be sent to Lloyds Investment Fund Managers Limited, PO Box 311, 11–12 Esplanade, St. Helier, Jersey JE4 8ZU. Cheques or electronic transfers must be sent from an account held in the name of one or more of the persons applying for Shares. Applications will not be acknowledged, but contract notes will normally be posted on the next business day following the Dealing Day on which the transaction is effected except in the case of regular savers who save through the Regular Savings Plan (as described below) who will receive a half yearly statement. Share certificates are not issued.

Shares will be sold by the Manager at prices calculated at the next valuation point (the “Valuation Point”) (see section entitled “Prices and Valuations” on page 11) plus any applicable dilution levy. The Valuation Point is generally 3pm on each Dealing Day.

Applications received after the Valuation Point will be held over to the next Dealing Day and Shares will be allotted at the dealing price calculated at that day’s Valuation Point. Instructions received by email are not accepted. The Manager may require cleared funds and may seek to confirm the identity of the applicant(s) and the source of funds being invested before effecting a sale. The Manager may, at its discretion, delay or refuse an application for Shares if it believes such application may involve either the applicant, the Manager or the Company in a contravention of any law, rule or regulation.

The Manager shall not be liable for any loss the applicant may incur as a result of such delays or its refusal to accept an application. The Manager may satisfy any application for allotment of Shares by selling or procuring the transfer to the applicant of fully-paid Shares of the relevant Fund. Prices for each Fund are calculated on the base currency of the Fund.

Minimum Holdings

No allotment or sale will be made in respect of an application for Shares having a value by reference to their dealing price of less than £5,000 (the “Minimum Holding”) except for deals carried out through the Regular Savings Plan (see below); or where the applicant is already holding Shares of that Class having a value at the time of their allotment equivalent to or in excess of the Minimum Holding, of not less than £500 for either Class, or such other amount as the Company, with the approval of the Custodian, may from time to time determine.

The Minimum Holding may be changed from time to time and different amounts may be imposed for different Classes.

The Minimum Holding may be changed from time to time and different amounts may be imposed for different Funds.

Regular Savings Plan

The Regular Savings Plan is only available in sterling in respect of the Sterling Fund with a minimum investment of £100 per month, subject to meeting the Minimum Holding requirements.

Deals carried out under the Regular Savings Plan will be carried out on the last business day of each month. Investors’ sterling bank accounts will be debited after the 20th of each month by Direct Debit.

Shareholders wishing to stop investing through the Regular Savings Plan should inform the Manager in writing as well as cancelling their Direct Debit with the branch which holds the account. The Manager will then stop all further investments. The Shares acquired may be retained at the investor’s option where payments equal to or greater than the Minimum Holding have been made. Otherwise they will be sold by the Manager and the proceeds remitted to the investor.

Redemptions of Shares

The Manager will repurchase Shares on any Dealing Day except where there is a suspension by the Company of redemptions of Shares or of repurchases by the Manager.

Although the Company is under an obligation, subject to the provisions of the Articles of Association and to Jersey law, to redeem at the dealing price (see section entitled “Prices and Valuations” on page 11), the Manager, as principal, will repurchase any Shares for which a request for redemption is received. In such a case the price would not be less than the dealing price subject to any applicable dilution levy (see section entitled “Dilution Levies” on page 10). Shares will be repurchased by the Manager at forward prices.

The Valuation Point is generally 3pm on each Dealing Day. Redemption instructions received after the Valuation Point by whatever means will be held over to the next Dealing Day and Shares will be redeemed at the dealing price calculated at that day’s Valuation Point. A redemption request may not be withdrawn except where there is a suspension by the Company of cancellations of Shares or of redemptions of Shares by the Manager.

To realise all or part of a holding, a Shareholder to whom a certificate has been issued should complete and sign the form on the back of each share certificate and send the certificate to the Manager. In the case of joint Shareholders, all joint holders should sign the form. Shareholders to whom no certificate has been issued may instruct the Manager to repurchase Shares by telephone or fax where the Shareholders have previously

provided details of a Nominated Bank Account (see Section 3 of the application form). In any other circumstances, redemption instructions will need to be in writing, signed by all parties to the account. Instructions received by email are not accepted. The Manager may, in certain circumstances, seek to confirm the validity of such instructions by contacting the Shareholder.

Any amount payable to a Shareholder in connection with requests for redemption will normally be paid on the due settlement date to the bank account nominated in Section 4 of the application form. If this is not practical or no Nominated Bank Account details have been given, redemption proceeds will be paid by cheque or draft at the risk of the Shareholder. Payments will only be made to, or for the account of the registered Shareholder(s). Any charges in respect of effecting transfers are deductible from repurchase proceeds. The Manager has agreed not to charge investors for the first 24 payments made in any 12 month period. Thereafter, the Manager reserves the right to charge for payments in accordance with published fee scales. Intermediate agents reserve the right to charge in accordance with their published fee scales.

The due settlement date is, in the case of the Sterling Class, not later than the close of business on the business day next following, and in the case of the other classes, not later than the close of business on the fourth business day following the date of the next Valuation Point occurring after receipt by the Manager of all necessary documentation for the shares to be redeemed. The Manager may, at its discretion, delay or refuse payment if it believes such payment may not be practicable or might involve either, the Shareholder, the Manager or the Company, in a contravention of any law, rule or regulation. The Manager shall not be liable for any loss the Shareholder may incur as a result of such delays.

The minimum value of Shares which may be redeemed in any one transaction is £500. The Company may refuse to give effect if the redemption of part only of their holding of Shares would, if carried out, leave the applicant holding less than the Minimum Holding for that Fund.

Large Deals

Where a redemption accounts for more than 5% of the value of the Fund (a "Large Deal"), the Manager is entitled to offer the requisite proportion of the Fund's net assets in settlement. In such circumstances, the holder of Shares may serve a notice on the Manager requiring the Manager to arrange for the sale of such net assets and the payment of the net proceeds.

Other than the application of any applicable dilution levy the Manager does not levy any charges for redemptions of Shares.

As Shares are priced on a single pricing basis the costs associated with realising assets to meet a large redemption can lead to a dilution of the value for the remaining Shareholders. The Order provides that where a fund calculates prices on a single pricing basis, a dilution levy can be applied to the

redemption proceeds. Details of the Company's policy on the application of dilution levies to Large Deals are set out below.

Dilution Levies

A dilution levy is a mechanism to protect existing Shareholders' and potential Shareholders' interests. High levels of buying and selling by investors in Shares may lead to an increase in the underlying dealing costs borne by the Fund. The effect of this is that the value of the Fund may be reduced (or diluted). In order to prevent this dilution effect, the Manager has the discretion to charge a dilution levy on the creation, sale, redemption or repurchase of Shares (including conversions between different classes of Shares). When charged, the dilution levy will be paid into the Fund in order to mitigate the effect of the dilution. When applied the dilution levy will be added to the purchase cost or deducted from the redemption proceeds, as appropriate.

For example the Manager may impose a dilution levy on a Fund in circumstances where:

- a Fund experiences large levels of net purchases (i.e. purchases less redemptions) relative to its size;
- a Fund experiences large levels of net redemptions (i.e. redemptions less purchases) relative to its size;
- the Manager believes that the imposition of a dilution levy is required to safeguard the interests of Shareholders and potential Shareholders.

For these purposes the term "large levels" of net purchases or net redemptions occurs when the net dealing position would create a dilution levy of more than 1 basis point of the NAV of a Fund or £5,000, whichever is the lower.

The Manager is also entitled to impose a dilution levy on a Large Deal.

As dilution is directly related to the inflows and outflows of monies from the Fund it is not possible to predict accurately whether dilution will occur at any future point in time. In deciding whether to impose a dilution levy the Manager will consider a number of factors including the size of the transaction relative to the overall value of the Fund, the level of transaction costs within that particular market, the liquidity of the underlying investments within the Fund, the amount of investments to be bought/sold and the likely time that this will take, the likelihood of an adverse impact on the value of investments as a result of the accelerated rate of disposal/acquisition and the length of time for which the Shares in question were held.

On the occasions when a dilution levy is not applied there may be an adverse impact on the total assets of the Fund, as the Fund will have to meet the costs of dealing in the underlying assets.

The dilution levy for each Fund may vary over time because the dilution levy for each Fund will be calculated by reference to the costs of dealing in the underlying investments of that Fund, including any dealing spreads, and these can vary with market conditions. A typical dilution levy for a Fund may range from 0.01% to 1% of a Fund's share price.

Transfers

The Company may decline to register a transfer of shares in certain circumstances where:

- such transfer would be in breach of the Minimum Holding restrictions (see page 9).
- the instrument of transfer has not been accompanied by such other evidence as the Manager may reasonably require to show the right of the transferor to make the transfer.
- any transfer would result in the names of more than four Shareholders being jointly registered.
- the instrument of transfer relates to more than one class of Shares.

Prices and Valuations

Issues and redemptions of Shares may only be effected on Dealing Days. Shares may be issued and redeemed only pursuant to creation and cancellation applications made by the Manager to the Custodian within two hours of the Valuation Point. For the purpose of determining dealing prices applicable on Dealing Days, the assets of the Company will generally be valued on a mid market basis as at the Valuation Point.

The Company maintains a valuation policy that complies with AIFMD and the Order, which provides for a proper and independent valuation of the Scheme Property and a determination of the Share price. The Company ensures that the valuation task is functionally independent from the portfolio management oversight of the Manager, that its remuneration policy and other measures mitigate conflicts of interest and that undue influence upon the employees involved is prevented.

The price of each Share of any Class will be calculated by reference to the proportion of the Net Asset Value of the Fund attributable to a Share of that Class by:

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

In liaison with the Investment Manager, the Manager has adopted a policy for valuing any illiquid assets which may be held within the Fund's portfolio. Exposure to such assets (if any) will be disclosed in the periodic reports and accounts.

The Order contains detailed provisions for calculating the value of the property of each Fund by categories of assets and liabilities. Reference should be made to the Order for a detailed understanding of such provisions.

The dealing prices per Share of each Fund are determined in accordance with the Order.

The Manager may not sell or repurchase Shares at a price which is higher than the dealing price plus the initial charge plus any applicable dilution levy (in the case of a sale) or lower than the dealing price less any applicable dilution levy (in the case of a repurchase). The Manager is not under an obligation to account to the Company or the Shareholders for any profits made by the Manager from the sale, repurchase or exchange of Shares.

The dealing prices shall be calculated to at least four significant figures.

The dealing price last notified to the Custodian is available on request from the Manager.

Publication of Prices

Dealing prices of Shares are published periodically in appropriate newspapers. Prices quoted in this way will be the prices calculated on the previous Dealing Day and will not therefore be the prices at which transactions will be effected on the day such prices are published. The date at which the prices were calculated will be included in the publication.

Please note that the Manager cannot accept responsibility for the accuracy of the information published in newspapers.

Prices are also published and updated daily on the website international.lloydsbank.com/international-investments/funds/prices

Suspensions

On receipt of a creation or cancellation application from the Manager, the Company or the Custodian may give notice to the Manager refusing to create or cancel Shares or to consent thereto respectively if in the case of the Company, the Directors are, or if in the case of the Custodian, the Custodian is of the opinion that it is not in the interests of participants for the Shares the subject of the notice to be issued or redeemed.

The Manager may with the prior agreement of the Custodian and the Directors, or shall if the Custodian or the Directors of the Company with the prior agreement of the Custodian so requires or require, at any time for a period not exceeding 28 days suspend the sale and repurchase of Shares if:

- a. the Manager is of the opinion that there is good and sufficient reason to do so having regard to the interests of the Shareholders of that Fund; or
- b. the Custodian is, or the Directors of the Company are, of that opinion in the case of any requirement by it or them.

The circumstances under which a suspension of dealing may occur include, for example, those where the Manager cannot reasonably ascertain the value of assets or realise the assets of the Fund, or the closure or suspension of dealing on a relevant stock exchange.

The first sale and repurchase of Shares following such period of suspension shall take place on the first Dealing Day following the end of such period at prices calculated by reference to the next Valuation Point.

Qualified Shareholders

The Company has the power to require any Shareholder who holds Shares in breach of any law or requirement of any country or governmental authority or who is disqualified from holding Shares so as to cause the Company or any Shareholder a financial or tax disadvantage to transfer such Shares, failing which the Company may compulsorily redeem such Shares and pay the proceeds thereof to such Shareholder.

Death of an Investor

Sole investors should be aware that upon their death the executors of their estate will, in certain circumstances, be required to take out a Grant of Probate or Letters of Administration in Jersey in order for the investment to be released. Other than personal application by the appointed executor/administrator, they may only be obtained through a Jersey advocate or solicitor or an authorised Jersey trust company which will be at a charge.

The Manager may, at its absolute discretion, waive the requirement for Jersey Grant of Probate or Letters of Administration on receipt of satisfactory documentary or other information as to entitlement and security where:

- the Shareholder dies domiciled in the United Kingdom, Guernsey, Isle of Man or other such country as the Manager may decide from time to time; and
- the aggregate value of the deceased's Jersey Estate held by the Company does not exceed £10,000 (or other amount prescribed from time to time); and
- the release of the asset is to the person who would be entitled to receive such asset under a will or intestacy. The Manager may require an indemnity from the receiving party for such payment to be made.

Stamp Duty is levied according to the size of the Jersey Estate where:

- the estate does not exceed £10,000 in value, no sum would be payable;
- the estate does not exceed £100,000 in value, the sum currently payable would be £50 per £10,000 or part thereof;
- the estate is above £100,000 in value, the sum currently payable would be £500 for the first £100,000 and thereafter £75 per £10,000 or part thereof.

The maximum Stamp Duty payable is £100,000.

Joint Holdings

In the case of joint shareholdings, instructions signed by all of the Shareholders will be required before the Manager may issue repayment to any bank account (which must be in the name of one or more of the Shareholders) other than that nominated on the application form and likewise signed authority of all Shareholders will be required before any changes in registration details are effected.

On the death of a joint Shareholder, the shareholding will pass to the remaining joint Shareholder(s) on production of the necessary documentation.

Exchange of Participating Shares

Shareholders may on application to the Manager on any Dealing Day exchange Shares of one Fund by reference to their dealing price less any applicable dilution levy for those of another Fund by reference to their dealing price plus any applicable dilution levy.

Shareholders will be entitled to make 12 free switches between Funds in any twelve month period, subject to meeting minimum balance and minimum transaction size requirements. Thereafter the Manager reserves the right to charge £50 (or currency equivalent) per switch.

Exchanges are subject to the Minimum Holding restrictions (see page 9).

An application for an exchange must be for Shares having a minimum value of £500 (or currency equivalent) and the resultant Shareholdings in any one Fund must meet the Minimum Holding requirements for the respective Funds.

In some jurisdictions, including the United Kingdom, an exchange of Shares of one Fund for Shares of another Fund may be a disposal of Shares of the original Fund for the purposes of taxation.

In no circumstances will a Shareholder who exchanges or applies to exchange Shares of one Fund for Shares of another Fund be given a right by law to withdraw from or cancel the transaction except where there is a suspension of sale or repurchase of Shares of the relevant Funds.

Fees and Charges

No initial charge is levied by the Manager.

The Manager is entitled to receive for its services out of each Currency Fund a daily fee (the Annual Management Charge) calculated at a rate not exceeding 1.50% per annum of the net assets of each Currency Fund. In respect of the individual currency classes the Manager currently levies a fee accrued daily and paid monthly at the reduced rate of 0.85% per annum of the net assets of each Currency Fund with the exception of the Sterling Class. In respect of the Sterling Class, the Manager currently levies a fee accrued daily and paid monthly at the rate of 0.20% per annum. It is the intention that the reduction in the Sterling Class fee is for a temporary period only and the fees will revert to their former levels when market conditions allow. Shareholders will receive three months' written notice of any increase.

The Manager's out of pocket expenses in relation to its services to the Company are also borne out of the Currency Funds.

The Custodian is entitled to receive for its services out of each Currency Fund, in respect of the individual currency classes, a daily fee calculated at a rate not exceeding 0.20% per annum of the net assets of each Currency Fund. In respect of the individual currency classes the Custodian currently levies a daily fee at the reduced rate of 0.0575% per annum of the net assets of each Currency Fund. The Custodian's fee is subject to an overall minimum fee of £75,000 per annum.

These fees cannot be increased without the agreement of Shareholders in General Meeting.

The Custodian is entitled to reimbursement by the Company of its expenses in connection with its duties as Custodian.

The Directors shall be entitled to such remuneration which shall be payable by the Company as they may from time to time determine (being not more than US\$15,000 per annum in aggregate or such higher sum as shall be approved by the Company in General Meeting). Currently the Executive Directors do not receive any remuneration. In the case of Non-Executive Directors, it is proposed that this amount should be £5,000 per annum. Such remuneration shall be deemed to accrue from day to day.

The Company may also pay the Directors and any alternate Directors all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

The Company may, in addition to such remuneration, grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration shall be payable by the Company in such amount as the Directors may determine from time to time.

In addition to the fees and expenses of the Manager and the Custodian, the Company is also responsible for other expenses incurred in its operation.

Each Fund is charged with costs and expenses specifically attributable to it. These costs and expenses include but are not limited to:

- costs of dealing in the property of each Fund;
- interest on permitted borrowings and charges incurred in effecting or varying the terms of such borrowings;
- any costs incurred in respect of meetings of Shareholders convened on a requisition by Shareholders;
- any periodic charge payable to the Manager;
- any costs incurred in respect of the establishment and maintenance of the register;
- audit fees and any expenses of the auditor;
- costs incurred in respect of the distribution of income to Shareholders;
- costs reasonably incurred in respect of the publication of Share prices and in the publication and distribution of this Prospectus, Annual and Interim Report and Accounts;
- legal and professional fees reasonably incurred in ascertaining the rights of Shareholders other than the Manager or an associate of the Manager;
- costs and expenses in respect of the formation of the Company or of a Fund, and for obtaining a listing for Shares in any Fund on the occasion of the initial offer amortised over a period not exceeding 10 years as stated in this Prospectus;
- costs and expenses in respect of obtaining a listing for Shares in a Fund on a stock exchange on an occasion other than that of the initial offer, if agreed by Shareholders;
- taxation and duties payable in respect of the property of each Fund or the sale of Shares;
- any costs incurred in modifying the Articles of Association, the Management and Custodian Agreements including costs incurred in respect of meetings convened for these purposes, which includes modifying the Articles, where the modification is:
 - i. necessary to implement a change in the law (including changes to the Order), or
 - ii. necessary as a direct consequence of any change in the law (including changes to the Order), or

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- iii. expedient having regard to any change in the law made by or under any fiscal enactment and which the Directors and the Custodian agree is in the interests of Shareholders, or
 - iv. to remove obsolete provisions from the Articles;
 - the fees of the Custodian;
 - expenses or disbursements of the Custodian to which it is entitled under the Custodian Agreement which include, but are not limited to:
 - i. the fees, expenses and disbursements of any agent, legal or accountancy adviser, valuer, broker or other professional person;
 - ii. all stamp duty and other taxes or duties; all fees, expenses and disbursements incurred in relation to the safe custody, insurance, acquisition, holding or realisation or other dealing with the property of the Company;
 - iii. all expenses incurred in the collection and distribution of income;
 - iv. all other expenses and disbursements including telex, facsimile, and long distance telephone calls;
 - v. all such charges, expenses and disbursements as it is entitled to charge under the general law;
 - costs incurred by the Company in making its annual return and in complying with other statutory requirements imposed on the Company;
 - Directors' fees and expenses;
 - fees chargeable to the Company by the Commission and by any other regulatory authority in any jurisdiction in which Shares are marketed but excluding any such fees payable in respect of the Manager and Custodian;
 - any safe custody charges reasonably incurred by the Custodian where the property of any Fund is deposited outside Jersey;
 - the remuneration and expenses of any representative appointed in another jurisdiction in compliance with the laws or other requirements of that jurisdiction;
 - any amount payable under any indemnity provisions contained in the Articles or any agreement with a functionary other than provisions indemnifying the functionary from claims arising from its failure to exercise due care and diligence;
 - legal and other professional fees incurred in any proceedings instituted or defended in accordance with written legal advice to enforce, protect, safeguard, defend or recover the rights or property of a Fund.

All the fees and expenses are payable from income which as a consequence will reduce the appreciation in the share price.

Shareholders are advised of the possibility that there may be other costs or taxes imposed by third parties in connection with this product in addition to those described in this document.

However, at the date of this document, the Directors are not aware of any such costs.

Costs and expenses not attributable to a particular Fund are allocated between Funds by the Directors after consulting the Custodian on a basis approved by the auditors, normally pro rata to the respective net asset value of each Fund.

The Manager may, where regulations permit and at its discretion, pay a commission to any authorised agent or intermediary who introduces investors to purchase Shares. Such introductory commission will be paid by the Manager and will not be borne by the Company.

Taxation

General

The taxation of income and capital gains of the Company and Shareholders is subject to the fiscal law and practice of Jersey, the jurisdictions in which the Company invests and the jurisdictions in which Shareholders are resident or otherwise subject to tax.

The following summary of the anticipated tax treatment in Jersey which is not intended to be comprehensive, does not constitute legal or tax advice and applies only to persons resident in Jersey holding Shares as an investment.

The following summary of the anticipated tax treatment in the United Kingdom, which is not intended to be comprehensive, does not constitute legal or tax advice and applies only to persons resident and (in the case of individuals) domiciled investors in the United Kingdom holding Shares as an investment as the absolute beneficial owners thereof (“UK Investors”). It assumes that the provisions contained within the Finance (No. 2) Bill 2014 will be enacted without amendment.

Prospective investors should consult their own professional advisers on the implications of making an investment in, holding, exchanging or disposing of Shares and the receipt of distributions (whether or not on reinvestment and/or repurchase) with respect to such Shares under the laws of the jurisdiction in which they are liable to taxation.

These summaries are based on the taxation law and practice in force in Jersey and the United Kingdom at the date of this Prospectus.

Prospective investors should be aware that the relevant fiscal rules and practice or their interpretation, as well as the levels and bases of any reliefs from taxation, may change, possibly with retrospective effect. The following tax summary is not a guarantee to any investor of the tax results of investing in the Company.

Dividends, interest and other income as well as capital gains received by the Company may be subject to withholding or similar taxes imposed by the country in which such dividends, interest, other income or capital gains originate (although this is not expected to occur to any major extent). The Company will not normally be eligible to benefit from any treaties for the relief of double taxation.

It is the responsibility of the Shareholder to account to the relevant tax authority for any tax due on any sums received or deemed to be received.

Jersey Tax Considerations

The Company

The Company is liable to be charged to tax at a rate of 0% under Schedule D under the Income Tax (Jersey) Law 1961, as amended (the “Income Tax Law”) in respect of (i) the income or profits of any trade carried on by the Company in Jersey or elsewhere, (ii) any interest of money, whether yearly or otherwise, or other annual payment paid to the Company, whether such payment is made within or out of Jersey, (iii) dividends and other distributions of a company regarded as resident in Jersey paid to the Company, (iv) income arising to the Company from securities out of Jersey and (v) any other income of the Company that is not derived from the ownership or disposal of land in Jersey. It is not expected that the Company will be in receipt of income charged to tax under any Schedule under the Income Tax Law other than Schedule D. As such, the Company will not be subject to the payment of tax in Jersey.

Interest and other income as well as capital gains received by the Company may be subject to withholding or similar taxes imposed by the country in which such interest, other income or capital gains originate. The Company will not normally be eligible to benefit from any treaties for the relief of double taxation.

Shareholders

Jersey does not levy taxes upon capital, inheritance, capital gains or gifts.

The attention of Shareholders resident in Jersey is drawn to the anti-avoidance provisions of Article 134A of the Income Tax Law, which may be invoked in certain circumstances.

Other than in the circumstances described in the section “Death of an investor” on page 13, no Stamp Duty is levied in Jersey on the inter vivos transfer or repurchase of Shares.

Information Exchange

Jersey has entered into a number of information exchange agreements with the authorities of other jurisdictions. These include requirements set out under The European Union Savings Tax Directive (EUSD), Foreign Account Tax Compliance Act (FATCA) in the United States of America and UK Crown Dependencies Inter Governmental Agreements.

Shareholders should be aware that information on their investment may be shared with the relevant authorities, and may be passed to the tax authorities in their country of residence, citizenship or residence for tax purposes. For the avoidance of doubt this information may include (but not be limited to) details of shareholder names, addresses, unique

identifiers (such as tax or national insurance numbers), amount of investment, redemption or sale proceeds and dividend payments.

United Kingdom Tax Considerations

The Company

The Directors intend to conduct the affairs of the Company in such a manner as to minimise, as far as they consider reasonably practicable, taxation suffered by the Company. In particular, the Directors intend to conduct the affairs of the Company so that it does not become resident in the United Kingdom for taxation purposes. Accordingly, and provided that the Company does not carry on a trade in the United Kingdom (whether or not through a permanent establishment situated therein), the Company will not be subject to United Kingdom income tax or corporation tax other than on United Kingdom source income.

Shareholders

Capital Gains

Application of the Offshore Funds Rules

Since the Company provides arrangements for the separate pooling of the contributions of investors to the Company and the profits or income out of which payments are made to investors in the Company, the Company is an umbrella fund for United Kingdom tax purposes. The United Kingdom offshore funds rules therefore apply in relation to each Fund within the umbrella fund as if each such Fund formed a separate offshore fund for United Kingdom tax purposes.

Non-Reporting Funds

None of the Currency Funds has been approved by HMRC as a reporting fund for the purposes of the offshore funds rules, nor do the Directors intend to apply for such status.

Accordingly any gain arising on a disposal of Shares in a Currency Fund (for example, by way of transfer or redemption including switching between Currency Funds) will normally constitute income for all purposes of United Kingdom taxation. In computing such gains, amounts reinvested which have been subject to United Kingdom tax as income can be added to the cost of the Shares disposed of and, as a result, reduce any liability to taxation on disposal. Losses on disposals of Shares will be eligible for capital gains loss relief. Investors within the charge to corporation tax should note that such losses will not benefit from the indexation of costs.

UK Investors should also note that the conversion of investments from one Currency Fund to another will normally constitute a disposal of an interest in an offshore fund.

Income

According to their personal circumstances, and subject to the points set out below, UK Investors will be liable to income tax or corporation tax in respect of dividends or other income distributions (if any) of the Company (whether or not actually

distributed to the UK Investors, or reinvested in further Shares, and including (for the avoidance of doubt) undistributed reported income under the Reporting Fund regime).

UK Investors who are within the charge to corporation tax in respect of Shares in the Company will generally be exempt from corporation tax on dividends and other income distributions, unless the Bond Fund rules or other anti-avoidance provisions apply.

UK Investors within the charge to United Kingdom corporation tax and holding their Shares as an investment will generally be exempt from corporation tax in respect of their dividends from the Company (whether or not reinvested) unless the "Bond Fund" rules (referred to below) or other anti-avoidance rules apply.

United Kingdom resident individual Shareholders who are liable to income tax at only the basic rate will be charged to income tax on dividends (whether or not reinvested) at the rate of 10%. In the case of United Kingdom resident individual Shareholders who are liable to income tax at the higher rate, income tax will be charged on dividends at the rate of 32.5%. For United Kingdom resident individual Shareholders who are liable to income tax at the additional rate, income tax will be charged on dividends at the rate of 37.5%.

UK Investors within the charge to income tax may in certain circumstances be entitled to a non-payable tax credit which may be set off against their total income tax liability on the dividends or other income distributions. Where applicable, the tax credit is equal to 10% of the aggregate of the distribution and the tax credit, or one-ninth of the distribution received.

For UK Investors investing in Bond Funds (as defined below), all distributions will be taxed as interest and will not carry a non-payable tax credit.

Bond Funds

Under the rules for the taxation of loan relationships contained in the Corporation Tax Act 2009, a Currency Fund will be a "Bond Fund", if such a Currency Fund has invested more than 60% by market value of its investments in any of (a) money placed at interest (other than cash awaiting investment); (b) securities (other than shares in a company); (c) shares in a building society; (d) holdings in certain funds with, broadly, more than 60% of their investments in any of (a) to (c) above, any funds which themselves are Bond Funds, and (e) to (h) below; (e) alternative finance arrangements; (f) derivative contracts in respect of currency or any of the matters listed in (a) to (e) above; (g) contracts for differences relating to interest rates, creditworthiness or currency; and (h) derivative contracts where there is a hedging relationship between the derivative contract and an asset within (a) to (d) above. UK Investors within the charge to corporation tax investing in a Bond Fund will be subject to tax as income on all profits and gains arising from and fluctuations in the value of the shares (calculated at the end of each accounting period of the investor and at the

date of disposal), in accordance with fair value accounting. These rules will apply to such UK Investors if the 60% limit is exceeded at any time during the investor's accounting period, even if it was not holding shares in that Currency Fund at that time.

It is anticipated that each Currency Fund will be a Bond Fund.

Prospective investors should be aware that HMRC is currently conducting a consultation on the possible reform of the rules governing the taxation of corporate debt (including the "Bond Fund" rules referred to above), with a view to including legislation in Finance Act 2015.

Specific Types of Investor

Special rules apply to UK Investors that are life insurance companies, pension schemes, investment trusts, authorised unit trusts and open ended investment companies in the United Kingdom.

Anti-Avoidance

Transfer of Assets Abroad

The attention of individuals resident in the United Kingdom is drawn to the provisions of Chapter 2 of Part 13 of the Income Tax Act 2007. These provisions are aimed at preventing the avoidance of income tax by individuals through transactions resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad, and may, subject to certain exemptions, render them liable to taxation in respect of undistributed income and profits of the Company on an annual basis. These provisions also apply to individuals resident in the United Kingdom but domiciled outside the United Kingdom, unless they are claiming assessment to United Kingdom income tax on the remittance basis of taxation, to the extent that such undistributed income or profits are not United Kingdom source income or profits.

Controlled Foreign Company Rules

The Taxation (International and Other Provisions) Act 2010 contains provisions which subject certain United Kingdom resident companies to tax on profits of companies not so resident in which they have an interest. The provisions affect United Kingdom resident companies which are deemed to be interested (whether directly or indirectly) in at least 25% of the profits of a non-resident company which is controlled by residents of the United Kingdom and is resident in a low tax jurisdiction. The legislation is not directed towards the taxation of capital gains.

Attribution of Gains of Non-Resident Companies

The attention of UK Investors resident in the United Kingdom (and who, if individuals, are also domiciled in the United Kingdom) is drawn to provisions of the Taxation of Chargeable Gains Act 1992 which could be material to such a person who, whether alone or together with certain connected persons, holds 25% or more of the shares if, at the same time, the Company is controlled in such a manner as to render it a company that would, were it to be resident in the United Kingdom, be a close company for United Kingdom tax purposes. If applicable, these provisions could result in such a UK Investor being treated for the purposes of United Kingdom taxation as if a proportionate part of any gain accruing to the Company had accrued to that person at the time when the chargeable gain accrued to the Company. It is anticipated that the shareholdings in the Company will be such that the Company would not be a close company if resident in the United Kingdom.

Reports and Accounts

The Company's annual accounting date is the last Dealing Day of June each year. The interim accounting date is the last Dealing Day of December.

The Report and Accounts relating to the Company will be expressed in US dollar, and published and sent to Shareholders within four months of the annual accounting date and within two months of the interim accounting date. These will be sent to Shareholders together with statements of the value of their holdings.

The Custodian is required by the Order to report to the Shareholders annually on the conduct of the Directors of the Company and the Manager in the management of the Company in each annual accounting period.

Copies of the latest Annual Report and Accounts and any subsequent Interim Report and Accounts, if any, are available from the Manager free of charge.

Meetings

Annual General Meetings of the Company will be held in Jersey within six months of the end of each annual accounting period.

The Directors are required to convene an Extraordinary General Meeting of the Company whenever required to do so by Shareholders representing at least one-tenth of the Shares in issue, provided the requisition is signed by such Shareholders, is dated, and states the matter or matters to be submitted for consideration at the meeting.

At General Meetings of the Company, any member present in person (in the case of a company, its authorised representative) or by proxy may demand a poll.

Votes

Shareholders of each Class are entitled to receive notice of general meetings and to attend and vote thereat. The Manager and other connected parties are not entitled to vote at meetings of Shareholders, other than in their capacity as Shareholders. Each Shareholder is entitled on a show of hands to one vote, and on a poll to one vote for each Share held.

Shareholders may appoint another person to be their proxy to attend and vote on their behalf.

The Constitution of the Company

The Company was registered with limited liability in Guernsey on 3 November 1983, under the provisions of The Companies (Guernsey) Laws, 1908 to 1994. On 24 January 2003, the Company was removed from the Register of Companies in Guernsey in accordance with the Migration of Companies Ordinance, 1997 as amended in Guernsey and was incorporated in Jersey under the Companies Law with registered number 84716.

The constitution of the Company is defined in its Memorandum and Articles of Association. It will exist until dissolved by Special Resolution of its Shareholders but all Shares not previously redeemed will be redeemed by the Company on 1 December 2083, or if that date is not a dealing day as defined in the Articles of Association, on the next following Dealing Day at the price ruling on the day in question. It is an umbrella fund under the Order.

Capital Structure

The Company has an authorised share capital of US\$500,100 divided into one hundred Deferred Shares of US\$1 each, which have been subscribed for in full in cash at par on behalf of the Manager, and fifty million further Shares of US one cent each (pending allotment called Unclassified Shares) allotted or available for allotment as Shares of any class or as Nominal Shares. The nature of the rights represented by Shares is that of a share in a company. No class of Shares in the Company carries the right to the payment of any dividend, but Members may confer a right to receive dividends on the Shares by passing a Special Resolution if this should be appropriate at some future date. The various classes of Shares and the rights attaching thereto are as follows:

Deferred Shares

The Deferred Shares exist solely to comply with the Companies Law which requires that there should be a class of non-redeemable shares in issue in order that the Shares may be redeemable. Holders of the Deferred Shares are entitled to receive notice of General Meetings and to attend and vote thereat. On a poll, a holder of Deferred Shares is entitled to one vote for each such Share held by him. Deferred Shares are not redeemable.

Shares

On or before the allotment of each Share, the Manager determines the currency in which such Share shall be designated and the Shares are divided into different classes according to the currency in which they are designated. There may be more than one class of Share denominated in any particular currency. All monies payable on or in respect of a Share (including the subscription and redemption monies in respect thereof) are payable in the currency in which such Share is designated or such other currency as the Directors

shall determine. The Manager has designated classes of Shares denominated in Australian dollar, euro, New Zealand dollar, sterling and United States dollar. The Manager may in the future designate new classes of Shares denominated in other currencies.

Fractions of Shares may be issued in accordance with and subject to the provisions of the Companies Law.

If, on each Dealing Day falling within a period of four consecutive weeks, the aggregate value of the property of all the Currency Funds determined on the same basis as for calculating the dealing price of Participating Shares shall be less than the equivalent of US\$5,000,000, the Company may by not less than three weeks' notice (expiring on a Dealing Day) to all Shareholders, given within eight weeks of the expiry of the four week period redeem at the respective dealing prices on such Dealing Day all (but not some) of the Shares not previously redeemed.

If at any time the value of the property of any particular Currency Fund shall on each Dealing Day falling within a period of four consecutive weeks be less than the equivalent of US\$5,000,000 (US\$15,000,000 for the Australian Dollar Class and New Zealand Dollar Class), or such higher sum as the Directors shall from time to time determine, the Company may, by giving Shareholders not less than three weeks' notice (expiring on a Dealing Day) given within eight weeks of the expiry of the four week period, redeem all the Shares of the relevant class on such Dealing Day at the dealing price for that class of Share on such Dealing Day.

Holdings with a value of less than the minimum initial investment may be compulsorily redeemed on any Dealing Day.

All Shares not previously redeemed shall be redeemed by the Company on 1 December 2083, at the respective dealing prices for each class of Share on that day or, if such day is not a Dealing Day, on the next following Dealing Day at the respective dealing prices on such following Dealing Day.

If the Company determines that any currency is no longer used or has ceased to be freely available in the inter-bank market, then the Company may, by giving Shareholders not less than three weeks' notice (expiring on a Dealing Day) to all Shareholders of that class convert on such Dealing Day all (but not some) of the Shares of that class into Shares of a class or classes determined by the Company, but without prejudice to a Shareholder's right to redeem or to convert such Shares before the notice expires.

With the sanction of a special resolution of any class of Shares, the directors may, by giving Shareholders not less than four weeks' notice (expiring on a Dealing Day) to all Shareholders of that class, convert on such Dealing Day all (but not some) of that class into Shares of another class or classes.

Nominal Shares

Nominal Shares can be issued only to the Manager at par and for the purpose of producing funds for redemption of the par value of Shares of the various classes.

Nominal Shares are redeemable at par. Nominal Shares may be converted into Shares of any class at a price per Share equal to the appropriate dealing price for the class concerned less an amount equivalent to the nominal value thereof. Holders of Nominal Shares are entitled to receive notice of General Meetings and to attend and vote thereat. On a poll, a holder of Nominal Shares is entitled to one vote in respect of all Nominal Shares held.

Notifying Shareholders of Changes

The Directors are required to seek Shareholder approval to, or notify Shareholders of, various types of changes to the Company, which could include a change to a Fund's investment objective and policy. The form of notification, and whether Shareholder approval is required, depends upon the nature of the proposed change.

A fundamental change is a change or event which changes the purpose or nature of a Fund, which may materially prejudice a Shareholder; or alter the risk profile of a Fund; or which introduces any new type of payment out of the Scheme Property of a Fund. For fundamental changes, the Directors must obtain Shareholder approval, normally by way of an extraordinary resolution (which needs 75% of the votes cast to be in favour if the resolution is to be passed).

A significant change is a change or event which is not fundamental but which affects a Shareholder's ability to exercise his rights in relation to his investment; which would reasonably be expected to cause the Shareholder to reconsider his participation in a Fund; or which results in any increased payments out of a Fund to the Manager or its associates; or which materially increases payments of any other type out of a Fund. The Directors must give reasonable prior notice (not less than sixty days) in respect of any such proposed significant change.

A notifiable change is a change or event of which a Shareholder must be made aware but, although not considered by the Directors to be insignificant, it is not a fundamental change or a significant change. The Directors must inform Shareholders in an appropriate manner and time scale of any such notifiable changes.

Winding-Up

The Company may be wound up at any time by Special Resolution in accordance with the Companies Law. In addition, unless the Commission determines otherwise, in any of the following circumstances the Company must cease the creation and cancellation of Shares, the Manager must cease the sale and repurchase of Shares in the Company, and the Directors of the Company must convene a special meeting of

the Company to consider a Special Resolution to wind-up the Company no later than one month after the occurrence of any of the following:

- a. the cancellation of the Company's recognized fund certificate under the Order;
- b. the determination of the Commission to cancel the Company's recognized fund certificate at the request of the Company or the Custodian.

The procedure to be followed on a winding-up of the Company will be that set out from time to time by the Companies Law and the Order.

If the Company is wound up or dissolved the assets available for distribution among the Members shall be applied:

1. firstly, in the repayment equally to the holders of Shares of the nominal amount paid up thereon;
2. secondly, in the repayment equally to the holders of Nominal Shares (if any) of the nominal amount paid up thereon;
3. thirdly, in the repayment to the holders of the Deferred Shares of the nominal amount paid up on those shares held by them;
4. fourthly, in the repayment to the holders of each class of Shares of any balance then remaining in the relevant Currency Fund for that class, such repayment being made in proportion to the number of Shares of that class held; and
5. finally, any surplus of assets then remaining and not comprised within any of the Currency Funds shall be allocated between the Shareholders in proportion to their Shareholdings. The liquidator may, if authorised by Special Resolution, divide assets in specie amongst members.

Variation of Class Rights

- a. Subject to the provisions of the Companies Law, all or any of the special rights for the time being attached to any class of Shares for the time being issued may (unless otherwise provided by the terms of issue of the Shares of that class) from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the Shareholders of not less than two-thirds of the issued Shares of that class or with the sanction of a Special Resolution passed at a separate General Meeting of the Shareholders of such Shares on the Register at the date on which notice of such separate General Meeting is given. To any such separate General Meeting all provisions of the Articles of Association as to General Meetings of the Company shall, in respect of the variations, apply, but so that the necessary quorum shall be two Members holding or representing by proxy not less than one-third of the issued Shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those holders of Shares of the class who are

present shall be a quorum), that every Shareholder of the class shall be entitled, on a poll, to one vote for every such Share held by him and that any Shareholder of the class present may demand a poll;

- b. The rights attached to each class of Shares shall be deemed to be varied by the creation or issue of any share (other than Shares of any class, whether now in existence or hereafter created), ranking equally with or in priority to them as respects participation in the profits or assets of the Company;
- c. Subject to paragraph (b) above, the special rights attached to any class of Shares having preferential rights shall (unless otherwise expressly provided by the conditions of issue of such Shares) be deemed not to be varied by:
 - i. the creation, allotment or issue of further Shares ranking equally therewith;
 - ii. the creation, allotment or issue of Deferred Shares;
 - iii. the creation of Unclassified Shares;
 - iv. the allotment, issue or redemption of Shares of any class;
 - v. the exchange of Shares of any class into Shares of another class as provided for in the Articles of Association;
 - vi. the allotment, issue or redemption of Nominal Shares;
 - vii. the conversion of Nominal Shares into Shares as provided for in the Articles of Association; or
 - viii. the exchange or conversion of Shares of one class to those of another class pursuant to the Articles of Association.

Directors

Miscellaneous

A Director is not required to hold any shares by way of qualification.

There are no provisions requiring Directors to retire at any specific age.

The Directors shall have the power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election.

A Director may be removed from office by an ordinary resolution of the Company in General Meeting and in certain other specific circumstances detailed in the Articles of Association.

Transactions with Directors

The Articles of Association of the Company contain provisions to the following effect:

- a.
 - i. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office and otherwise as the Directors may determine;
 - ii. No Director or intended Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, and in a case where the Director becomes interested in a contract or arrangement after it is made then at the first meeting of the Directors held after he becomes so interested or by notice in writing to the Secretary;
 - iii. A general notice in writing given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall (if such Director shall give the same at a meeting of the Directors or give notice to the Secretary) be deemed a sufficient declaration of interest in relation to any contract so made;
 - iv. A Director's voting rights in respect of matters in which he is materially interested are restricted in certain cases, but the Company has power by Ordinary Resolution to suspend or relax such restrictions or to ratify any transactions not duly authorised by reason of a contravention thereof;
 - v. Any Director may act by himself or through his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
- b. Any Director may continue to be or become a Director, Managing Director, Manager or other officer or member of any company promoted by the Company or in which the Company may be interested and no such Director shall be accountable for any remuneration or other benefits received by him as a Director, Managing Director, Manager

or other officer or member of any such company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as Director of such other company in such manner and in all respects as they see fit (including the exercise thereof in favour of any resolution appointing themselves or any of them Directors, Managing Directors, Managers or other officers of such company, or voting or providing for the payment of remuneration to the Directors, Managing Directors, Managers or other officers of such company).

Indemnity

The Articles of Association contain provisions indemnifying the Directors and other officers of the Company against any loss or liability incurred by reason of having been such an officer or auditor, in so far as the Companies Law or the Order allow.

The Directors are entitled to arrange insurance cover in the name of and at the expense of the Company for the benefit of officers, the secretary and agents, servants or employees of the Company against liability incurred by them holding such office or appointment.

Conflicts of Interest

The Order contains detailed provisions relating, amongst others, to the powers and duties of the Manager and Custodian, the removal of the Manager, the cancellation of the Company's recognized fund certificate, and the dealing as principal with the property of the Company by the Manager, the Custodian, the Investment Manager or any associate of any of them.

The Manager has established and implemented a conflicts policy (which may be revised and updated from time to time). The conflicts policy sets out how the Manager must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in day to day business activities.

Depending on the exact nature of the conflict of interest involved, the Manager may take certain actions in accordance with the conflicts policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, the Manager will disclose the general nature and/or source of those conflicts of interest prior to undertaking the relevant business.

In addition, conflicts of interest may arise as a result of the delegation of the portfolio management role to the Investment Manager if, for example, the Investment Manager provides management, advisory or other services to other funds or investment products.

Recognition and Enforcement of Judgments

Subject to the provisions of the Judgments (Reciprocal Enforcement) (Jersey) Law 1960 and all regulations, rules or orders made under it (together, the "Reciprocal Enforcement Legislation"), if any final and conclusive judgment under which a sum of money is payable (that is not in respect of taxes or similar charges, a fine or a penalty) were obtained in a superior court (as defined in the Reciprocal Enforcement Legislation) in England and Wales, Scotland, Northern Ireland, the Isle of Man or Guernsey (a "Reciprocal Enforcement Court") against the Manager, that judgment would be recognized and enforced in Jersey without reconsidering its merits.

Where the sum payable under the judgment of a Reciprocal Enforcement Court is expressed in a currency other than the currency of Jersey (one Jersey pound is equivalent to one pound sterling), the judgment will be registered by the Jersey courts under the Reciprocal Enforcement Legislation as if it were a judgment for such sum in the currency of Jersey as, on the basis of the rate of exchange prevailing at the date of judgment of the Reciprocal Enforcement Court, is equivalent to the sum so payable.

A judgment of a court of any other member state of the EEA is not directly enforceable in Jersey. The Jersey courts, however, have inherent jurisdiction to recognize and enforce, without reconsidering the merits, an in personam judgment (that is, a judgment enforceable specifically against a person) for a liquidated sum of money (not being in respect of taxes or similar charges, a fine or a penalty) that is final and conclusive given against the Manager on the merits by such court (having jurisdiction according to Jersey rules of private international law), provided that: (a) such judgment is not for exemplary, multiple or punitive damages and is obtained without fraud, in accordance with the principles of natural justice and is not contrary to public policy and; (b) the enforcement proceedings in the Jersey courts are duly served.

Material Contracts

The following contracts are binding on each Shareholder as if he had been a party to them and have been entered into prior to the date of this Prospectus and authorise and require the parties thereto to do those things required of them under the terms of these contracts.

- a. Management Agreement dated 24 January 2003 (including any subsequent variations) between the Company, the Manager and the Custodian, in their former names where applicable, whereby the Company appointed the Manager subject to the overall supervision of the Directors, with powers of delegation, to manage the Company's administrative and secretarial affairs, to act as its Registrar and to distribute and promote the distribution of its Shares and to manage its investments for the fee referred to on page 14, together with reimbursement of their out of pocket expenses in relation to their services to the Company. The Agreement may be terminated by six months' notice in writing given by either party to the other.

- b. Custodian Agreement dated 24 January 2003 (including any variations) between the Company, the Custodian and the Manager, in their former names where applicable, whereby the Company has appointed the Custodian to be responsible for the safe custody of its assets. The agreement may be terminated on 12 months' prior written notice any time after 1 March 2008 by either the Company or the Custodian.
- c. Company Secretarial Agreement dated 24 January 2003 (including any subsequent variations) between the Company, the Manager and the Company Secretary, in their former names where applicable, whereby the latter was appointed as Secretary to the Company.
- d. UK Facilities Agreement dated 24 January 2003 (including any subsequent variations) between the Company, the UK Facilities Agent and the Manager, in their former names where applicable, whereby the Company appointed the UK Facilities Agent, and which may be terminated by three months' written notice by either the Company or the UK Facilities Agent.
- e. Paying Agency Agreement dated 1 July 2011 (including any subsequent variations) between the Company, the Paying Agent, the Manager and the Custodian, in their former names where applicable, whereby the Manager appointed the Paying Agent to provide paying agency facilities to the Company. The Paying Agency Agreement may be terminated by three months' written notice given by either party.
- f. Distribution Agreement dated 29 November 2007 (including any subsequent variations) between the Manager and the Distributor, in their former names where applicable, whereby the Manager appointed the Distributor as its representative and agent in Jersey. The Distribution Agreement may be terminated by 30 days' written notice given by either party.

All the above agreements contain provisions indemnifying and exempting the respective functionaries from liability for any loss or damage suffered by the Company which may arise in the execution by the functionaries of their duties other than failure to exercise due care and attention.

Treating Customers Fairly

Lloyds Investment Fund Managers Limited is not authorised or regulated by the FCA, however it has adopted the UK principle to pay due regard to the interests of its customers and treat them fairly.

It is the intention of both the Manager and the Company not to display any preference to any Shareholder in conducting their services and as such, neither the Manager nor the Company gives preferential treatment or the right to obtain preferential treatment to any Shareholder that creates an overall material disadvantage to other Shareholders.

Complaints Procedures

Complaints should be addressed to the Manager who will investigate all complaints. A leaflet entitled "How to Complain" is available from the Manager or on application in writing from PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. If the complainants are not happy with the Manager's response they have the right:

- to report the matter to the Jersey Financial Services Commission, PO Box 267, 14–18 Castle Street, St. Helier, Jersey JE4 8TP and to ask the Commission to investigate; and
- where a Shareholder is domiciled in the UK, to also make a complaint about the UK Facilities Agent to the Financial Ombudsman Service (as defined in the FCA Rules), Exchange Tower, London E14 9SR; and:

General

1. No commissions, discounts, brokerages or other special terms have been granted or are payable by the Company in connection with the issue of any capital of the Company;
2. The Company is not engaged in any litigation and the Directors are not aware of any litigation or claims pending or threatened against the Company.
3. There are no existing or proposed service agreements between the Company and any of its Directors.
4. The company has no employees.
5. The preliminary expenses of the Company and the expenses of the initial issue of Shares amounted to £41,398.13. These expenses have been fully amortised.
6. The Company has not established a place of business in Great Britain or Northern Ireland. The Company has no subsidiaries.
7. Save as disclosed herein:
 - a. No Shares or loan capital of the Company have been or are agreed or proposed to be issued otherwise than in cash;
 - b. No Shares or loan capital of the Company are under option or agreed conditionally or unconditionally to be put under option;
 - c. No amount or benefit has been paid or given (or is intended to be paid or given) to any promoter.
8. The Company has appointed Lloyds Bank International Limited as its bankers on the latter's normal banking terms for customers (as regards bank charges, interest and other matters). In addition, Lloyds Banking Group plc or any of its associated companies may act on its normal terms in relation to the banking and foreign exchange transactions to be arranged by the Manager on behalf of Shareholders or applicants. The Company has a credit facility with Lloyds Bank International Limited in order to assist it in meeting redemptions without premature realisation of investments.

9. The significant business activities (if any) of the Directors of the Company are as follows:
- Ian Mark Jeremie Hardy – Senior Product Manager, International Products, Retail, Lloyds Banking Group.
 - Timothy Joseph Herbert – Consultant, Mourant Ozannes, Jersey.
 - Brian Charles James – Head of Investment Operations – Jersey, Retail, Lloyds Banking Group.
 - Bronislaw Lysiak, Senior Manager – Intermediary Sales, Private Banking, Lloyds Banking Group.
 - Ross Davey Willcox – Head of International Products, Retail, Lloyds Banking Group.
10. Timothy Joseph Herbert was a partner of Mourant Ozannes, the legal advisers in Jersey to the Company and to the Manager, from 1987 to 2012. In July 2012 he stepped down from the partnership and is now retained by Mourant Ozannes as a consultant to the firm. Mourant Ozannes receive fees in connection with advising the Company and the Manager.
11. No Director of the Company has any interest, direct or indirect, in any assets which have been acquired or disposed of by or leased to the Company, nor is there any contract or arrangement subsisting at the date of this Prospectus in which a Director is materially interested and which is significant in relation to the business of the Company.
12. The Directors of the Manager and their significant business activities, not connected with the Manager, and not shown in (9) above are as follows:
- Timothy John Cooke – Islands Director and Chairman, Lloyds Bank International Limited, Wealth, Lloyds Banking Group.
 - Ian Mark Jeremie Hardy
 - Adrian Hick – Head of Regulated Managers, International Private Bank, Wealth, Lloyds Banking Group.
 - Brian Charles James
 - Ross Davey Willcox
 - Adrian David Lane – Finance Director, Lloyds Bank International Limited/Financial Controller, International Wealth, Lloyds Banking Group.
 - Richard John Musty – International Private Bank Director, Lloyds Banking Group.
13. The Manager is not liable for any loss or damage, direct or indirect, caused by:
- a. Any breach of confidentiality (unless caused by the Manager) resulting directly or indirectly from the actions of a Shareholder.
 - b. The unavailability of any services.
 - c. Delays, interruptions or errors in transmission of monies or documents not directly arising as a result of a failure on the Manager's part.
 - d. Other circumstances beyond the Manager's reasonable control.
14. There are no arrangements whereby the Manager has undertaken to place business with a third party (in lieu of direct payment) in exchange for any service or benefit intended to improve the Manager's performance.
15. Whilst every effort is made to ensure that the institutions with which deposits are placed are of the highest credit ratings, neither the Manager, the Custodian nor the Directors accept responsibility for any losses which might be sustained by the default of any of those institutions.
16. Neither the Manager nor the Custodian may utilise the assets of the Company by way of pledge or guarantee.
17. Copies of the Memorandum and Articles of Association of the Company, the Companies (Jersey) Law, 1991, as amended, the Collective Investment Funds (Jersey) Law, 1988, as amended and subordinate legislation made thereunder, the material contracts and any Fund rules may be inspected free of charge and copies of them obtained at a reasonable charge during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) in Jersey from the offices of the Manager, Lloyds Investment Fund Managers Limited, PO Box 311, 11–12 Esplanade, St. Helier, Jersey, Channel Islands JE4 8ZU. Copies of this Prospectus, the most recent Annual Report and any subsequent Interim Report of the Company are available, free of charge, from the Manager.
18. The Company is not a recognised scheme in the United Kingdom and cannot be marketed or promoted in the United Kingdom. It is not required to comply with the Alternative Investment Fund Managers Directive 2011/61/EU ("AIFMD").
19. The Company does not carry on any regulated activity from a permanent place of business in the United Kingdom and United Kingdom investors are advised that most of the protections afforded by the United Kingdom regulatory system will not apply to an investment in the Company. Shareholders in the Company are not protected by the Financial Services Compensation Scheme established in the United Kingdom.
- The registered address of the Company is set out on page 3 of this Prospectus.

UK Facilities Agent

In accordance with the terms of the UK Facilities Agreement, the UK Facilities Agent maintains facilities in the UK for any person to inspect (free of charge) the following documents:

- i. the Prospectus and any supplements thereto;
- ii. the Memorandum and Articles of Association of the Company and any amendments; and
- iii. the latest annual and semi-annual reports.

The UK Facilities Agent shall also:

- i. provide information about the price of the Shares;
- ii. arrange for redemption of Shares on behalf of the Shareholders and arrange payment for such Shares;
- iii. arrange payments of dividends on behalf of the Company;
- iv. provide details or copies of notices to Shareholders; and
- v. pass on any complaints from Shareholders to the Directors or the Manager.

The address of the UK Facilities Agent is:

Lloyds Bank Private Banking Limited, 31–33 Perrymount Road,
Haywards Heath, West Sussex RH16 3SP.

UK Taxation Information

A summary of the taxation information based on the law in the UK is set out on pages 16–18 of this Prospectus. It is intended to offer guidance only to UK investors, and it does not constitute legal or tax advice.

Correspondent Banks

THIS PAGE IS VERY IMPORTANT

Please retain for future reference

Important note

In order to avoid the risk of sending cheques in the post and unnecessary delays in their collection, it will be to your advantage to ask your bank to pay funds for investment in the Fund by electronic means.

Listed below are the accounts to which payment should be made:

It is important that in order to avoid unnecessary delays in applying funds for the purchase of Shares, the Manager is pre-advised of any remittances.

Sterling		Non-Sterling	
Bank	Lloyds Bank International Ltd, 9 Broad Street, St. Helier, Jersey	BIC code / SWIFT Code	LOYDGB2L
BIC code / SWIFT Code	LOYDGB2L	Beneficiary bank	Lloyds Bank International Ltd, 25 New Street, St. Helier, Jersey
Account	Lloyds Investment Fund Managers Limited, Client Account	Beneficiary	Lloyds Investment Fund Managers Limited, Jersey
Account number	01773390	Account number	Quote relative IBAN number (see below)
Sort Code	30-94-61	Reference number	Your name and account
Reference	Your name and account number	Currency	IBAN Numbers
IBAN Number	GB40LOYD3094 6101 7733 90	Australian dollar	GB81LOYD30166351091306
		New Zealand dollar	GB11LOYD30166351091305

Our London branch correspondents:

Currency	Bank	City	Swift
Australian dollar	Westpac Banking Corp	Sydney	WPACAU2S
New Zealand dollar	ANZ National Bank Ltd	Wellington	ANZBNZ22



Application Form

Lloyds Money Fund Limited is a company incorporated in Jersey with limited liability under the Companies (Jersey) Law, 1991.

This application is to buy participating shares of the classes shown below in Lloyds Money Fund Limited.

Please write clearly, in the white spaces with capital letters or a mark where indicated (☒).

Your application may be delayed if any of the information we need is missing. The Manager may reject any application at its sole discretion.

Institutions and companies should request a Corporate Application Form from the Manager

1 Applicant(s) Details	
<p>First named applicant</p> <p>Title Mr Mrs Miss Ms Gender Male Female</p> <p><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Other title</p> <p>First name(s)</p> <p>Surname</p> <p>Former names</p> <p>Mother's maiden name</p> <p>Your home address, including country (If you have more than one residential address, please advise on a separate sheet.)</p> <p>Country Postcode</p> <p>Your date of birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Your place of birth (Town and Country)</p> <p>Your nationality (if you have more than one nationality, please list all that apply)</p> <p>Your telephone number</p> <p>Your fax number</p> <p>Your email address</p> <p>Exact nature of occupation/business (if retired, occupation at time of retirement)</p> <p>Name of employer</p>	<p>Second named applicant</p> <p>Title Mr Mrs Miss Ms Gender Male Female</p> <p><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Other title</p> <p>First name(s)</p> <p>Surname</p> <p>Former names</p> <p>Mother's maiden name</p> <p>Your home address, including country (If you have more than one residential address, please advise on a separate sheet.)</p> <p>Country Postcode</p> <p>Your date of birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Your place of birth (Town and Country)</p> <p>Your nationality (if you have more than one nationality, please list all that apply)</p> <p>Your telephone number</p> <p>Your fax number</p> <p>Your email address</p> <p>Exact nature of occupation/business (if retired, occupation at time of retirement)</p> <p>Name of employer</p>

First named applicant

Country in which you are currently deemed resident for tax

Tax Identification Number

Other countries in which you are resident for tax purposes, or have been a resident for tax purposes in the last 2 years

If you have indicated above that you have a U.S. Nationality, U.S. Country of residence, U.S. Country of birth or are a resident in the U.S. for tax purposes, please provide your U.S. Taxpayer Identification Number (TIN) here

Third named applicant

Country in which you are currently deemed resident for tax

Tax Identification Number

Other countries in which you are resident for tax purposes, or have been a resident for tax purposes in the last 2 years

If you have indicated above that you have a U.S. Nationality, U.S. Country of residence, U.S. Country of birth or are a resident in the U.S. for tax purposes, please provide your U.S. Taxpayer Identification Number (TIN) here

Second named applicant

Country in which you are currently deemed resident for tax

Tax Identification Number

Other countries in which you are resident for tax purposes, or have been a resident for tax purposes in the last 2 years

If you have indicated above that you have a U.S. Nationality, U.S. Country of residence, U.S. Country of birth or are a resident in the U.S. for tax purposes, please provide your U.S. Taxpayer Identification Number (TIN) here

Fourth named applicant

Country in which you are currently deemed resident for tax

Tax Identification Number

Other countries in which you are resident for tax purposes, or have been a resident for tax purposes in the last 2 years

If you have indicated above that you have a U.S. Nationality, U.S. Country of residence, U.S. Country of birth or are a resident in the U.S. for tax purposes, please provide your U.S. Taxpayer Identification Number (TIN) here

My personal data**Who we are**

Your information will be held by Lloyds Investment Fund Managers Limited which is part of the Lloyds Banking Group. More information on the Group can be found at lloydsbankinggroup.com

How we share your information with Group companies

Your personal information will be shared within the Lloyds Banking Group to enable us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.

Using your information for fraud prevention

We will share your personal information from your application with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice at international.lloydsbank.com/privacy or contacting us at the address below.

How we use your information to contact you about products and services

We may ask you to provide physical forms of identity verification or search the files of credit reference agencies which will keep a record of our search, whether or not your application proceeds. This is not seen or used by lenders to assess your ability to obtain credit. Lloyds Banking Group companies may use your information to contact you about products and services that may be of interest to you. If you do not wish to receive this information please mark the box below.



By marking this box, we will be unable to notify you about products and services that may be of benefit to you.

Your consent to process your information

To understand how the personal information you give us will be used, we strongly advise that you read our Privacy Statement, which you can find at international.lloydsbank.com/privacy or you can ask us for a copy. By signing this application, you agree to your personal information being used in the ways we describe. Please contact us if you have any questions.

Further information

For further information please contact Lloyds Investment Fund Managers Limited, PO Box 311, 11–12 Esplanade, St. Helier, Jersey, Channel Islands JE4 8ZU.

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Declarations and Signatures

I/We hereby declare that:

1. I/We accept that this application is made on the basis of the current or any subsequent Prospectus of the Company, a copy of which has been offered to me/us and is subject to the Memorandum and Articles of Association of the Company.
2. I/We have received and read the relevant Key Investor Information Document(s) ("KIID(s)") and that I/we will read and review the most up-to-date version of the KIID(s) prior to making any subsequent investment in the fund(s).
3. A copy of the latest available Report and Accounts has been offered to me/us.
4. I am/We are over eighteen years of age.
5. The Shares are NOT being acquired directly or indirectly by a person resident in the United States of America.
6. The Shares are NOT being acquired directly or indirectly by a person in violation of any law applicable to the sale of Shares to such a person.
7. I/We acknowledge that investment in the Company is not a deposit with or other liability of any of the companies in the Lloyds Banking Group and is subject to investment risk including delays in repayment or loss of income or capital invested.
8. I/We acknowledge that this contract is with Lloyds Investment Fund Managers Limited, and is subject to the law of Jersey.
9. This contract is in English and I/we agree that you may continue to communicate with me/us in English once this contract is made.

In the case of joint accounts:

We acknowledge that all instructions and/or amendments to our details must be signed by all Shareholders with the exception of payment instructions where a nominated bank account, previously authorised by all Shareholders, has been provided to the Manager.

On the death of the first of us the balance of our shareholding passes to the survivor(s) of us and we authorise you to accept the instructions of any such survivor(s) concerning the shareholding.

All joint applicants must sign in the order of Section 1 of this application form.

Signature of the first applicant (please sign in black ink if possible)

Date

Signature of the third applicant (please sign in black ink if possible)

Date

Signature of second applicant (please sign in black ink if possible)

Date

Signature of fourth applicant (please sign in black ink if possible)

Date

Cheques will only be accepted if made payable to Lloyds Investment Fund Managers Limited with a reference to the applicant(s)/Shareholder(s) name.

Copies of the current or any subsequent Prospectuses are obtainable free of charge from Lloyds Investment Fund Managers Limited, PO Box 311, 11-12 Esplanade, St. Helier, Jersey, Channel Islands JE4 8ZU.

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Agent Details

Agent's Name and Address

Postcode

Telephone number

Regulating Authority

Registration number

Fax number

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Application Checklist

Before sending us your application please check that you have completed all sections of the form and that you have either enclosed your cheque payable to Lloyds Investment Fund Managers Limited with a reference to the applicant(s)/Shareholder(s) name or that you have completed and sent the "Electronic Funds Transfer Form" to your Bank. Cheques or electronic transfers must be sent from an account held in the name of one or more of the persons applying for Shares.

If you are investing through the Regular Savings Plan in sterling, please check you have completed the Direct Debit Form and have enclosed it with your application form.

Important – anti-money laundering regulations

In order to comply with the anti-money laundering guidelines issued by the Jersey Financial Services Commission, subscribers to the Fund will be required to provide documentary evidence of their identity. If you are not an existing Shareholder please refer to your representative for details of our latest requirements, or alternatively call us on the number below. Please ensure that all required documentation is forwarded with your application as failure to do so will result in a delay in investing.

Helpline Numbers

Customer Services: +44 (0) 1534 845555

Fax: +44 (0) 1534 845556

Daily Prices: international.lloydsbank.com/international-investments/funds/prices



Additional Nominated Banks

If you would like to nominate any banks to make or receive payments, in addition to the one already nominated on the application form, please complete the relevant boxes and ensure that all shareholders sign in the space provided at the bottom of this page and return the completed form to us. Please note that any account must be in the names of one or more of the registered Shareholder(s). This form can be completed either at the time of application or at a later date if required.

Name of bank

Sort Code BIC Code / SWIFT Code

Address Postcode

Account name

Account number/IBAN number

Name of bank

Sort Code BIC Code / SWIFT Code

Address Postcode

Account name

Account number/IBAN number

Name of bank

Sort Code BIC Code / SWIFT Code

Address Postcode

Account name

Account number/IBAN number

All Shareholders must sign (please sign in black ink if possible)

Name

Signed

Date

If already a Shareholder please state account number -

Name

Signed

Date

If already a Shareholder please state account number -

Name

Signed

Date

If already a Shareholder please state account number -

Name

Signed

Date

If already a Shareholder please state account number -



(for Lump Sum Investments only)

Electronic Funds Transfer Form

Applicants wishing to transfer funds electronically should complete this form and deliver it to their bankers as soon as possible in order that monies may be transferred promptly.

Name of your bank/building society

Address of your bank/building society

Postcode

Account name to be debited

Account number

Branch Sort Code

Please remit by Electronic Funds Transfer from the above account the sum of:

Amount in Figures

Amount in Words

To

Please see page 27 for a list of correspondent banks to which payment should be made.

Very Important: Please ensure the following details are included in the payment.

Name of Investor

Account number (if existing Shareholder)

Signature(s) (please sign in black ink if possible)

Joint holder (if applicable)

Date

Date

Lloyds Money Fund Limited

(for Regular Savings Plan in sterling only)

Instructions to your Bank or Building Society to pay Direct Debits

Please fill in the whole form and send it to:
Lloyds Investment Fund Managers Limited
PO Box 311, St. Helier, Jersey, Channel Islands JE4 8ZU

Originator's Identification Number

7 7 0 0 8 1

1 Name and full postal address of your Bank or Building Society branch

To: The Manager
Bank or Building Society

Address

Postcode

2 Name(s) of the Account Holders

3 Branch Sort Code (from the top right corner of your cheque)

4 Bank or Building Society Account Number

5 Reference Number (Official use Only)

6 Instructions to your Bank or Building Society

Please pay Lloyds Investment Fund Managers Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit guarantee.

Signature(s) (please sign in black ink if possible)

Joint holder (if applicable)

Date

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Lloyds Investment Fund Managers Limited will notify you 30 working days in advance of your account being debited or as otherwise agreed. If you request Lloyds Investment Fund Managers Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Lloyds Investment Fund Managers Limited or your bank or building society, you are entitled to a full and immediate refund paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Lloyds Investment Fund Managers Limited asks you to.
- You can cancel a Direct Debit at any time by writing to your bank or building society. Written confirmation may be required. Please also notify us.



Please go to lloydsbank.com/international

