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This document, which comprises a prospectus relating to Ruffer Investment Company Limited (the "**Company**") has been approved by the Financial Conduct Authority (the "**FCA**"), as competent authority under the Prospectus Regulation and has been delivered to the FCA in accordance with Rule 3.2 of the Prospectus Regulation Rules. This document has been made available to the public as required by the Prospectus Regulation Rules.

This document has been approved by the FCA of 12 Endeavour Square, London E20 1JN, as competent authority under the Prospectus Regulation. Contact information relating to the FCA can be found at <http://www.fca.org.uk/contact>.

The FCA only approves this document as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Company or the quality of the securities that are, the subject of this document. Investors should make their own assessment as to the suitability of investing in the securities.

The Shares, as at the date of this document, are admitted to the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities.

The Company and each of the Directors, whose names appear on page 29 of this document, accept responsibility for the information contained in this document. To the best of the knowledge of the Company and the Directors, the information contained in this document is in accordance with the facts and this document makes no omission likely to affect its import.

The Investment Manager accepts responsibility for the information and opinions related to or attributed to the Investment Manager or any Affiliate of the Investment Manager contained in Part 2 (*Risk Factors*), paragraphs 1 and 8 of Part 6 (*The Company*), paragraph 1.4 of Part 7 (*The Portfolio*), Part 8 (*Investment Outlook*) and paragraphs 2 and 5 of Part 9 (*Directors, Investment Manager and Administration*) of this document (the "**Investment Manager Sections**"). To the best of the Investment Manager's knowledge, the Investment Manager Sections are in accordance with the facts and make no omission likely to affect their import.

Prospective investors should read the entire document and, in particular, Part 2 (*Risk Factors*) when considering an investment in the Company.

RUFFER INVESTMENT COMPANY LIMITED

(an authorised closed-ended collective investment company incorporated under The Companies (Guernsey) Law 1994-1996, The Companies (Guernsey) Law, 2008, as amended, with registered number 41996)

**Open Offer, Offer for Subscription and Intermediaries Offer for up to 56,190,854 Shares
at 296.5 pence per Share**

Information relating to the prior issue of 43,975,000 Tap Shares

Sponsor and Financial Adviser
INVESTEC BANK PLC

Investment Manager
RUFFER AIFM Limited

Investec Bank plc ("**Investec**") is authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Investec is acting exclusively for the Company and for no one else in relation to Admission, the Issue, and the other arrangements referred to in this document. Investec will not regard any other person (whether or not a recipient of this document) as their client in relation to Admission, the Issue and the other arrangements referred to in this document and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing any advice in relation to Admission, the Issue, the contents of this document or any transaction or arrangement referred to in this document.

Apart from the responsibilities and liabilities, if any, which may be imposed on Investec by FSMA or the regulatory regime established thereunder, Investec makes no representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of this document or any other statement made or purported to be made by it or on its behalf in connection with the Company, Admission, the Shares or the Issue. Investec (and its Affiliates) accordingly, to the fullest extent permissible by law, disclaims all and any responsibility or liability (save for statutory liability), whether arising in tort, contract or otherwise which it might otherwise have in respect of the contents of this document or any other statement made or purported to be made by it or on its behalf in connection with the Company, Admission, the Shares or the Issue.

Applications will be made to the FCA and the London Stock Exchange for all of the Shares issued in connection with the Issue to be admitted to the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. It is expected that Admission of the Shares to be issued under the Issue will become effective and that unconditional dealings will commence in the Shares at 8.00 a.m. on 6 December 2021. No application has been made or is currently intended to be made for the Shares to be admitted to listing or trading on any other stock exchange.

The Open Offer, the Offer for Subscription and the Intermediaries Offer will remain open until 11.00 a.m. on 1 December 2021. Persons wishing to participate in the Open Offer should complete the Open Offer Application Form set out in the Appendix to this document or settle the relevant CREST instructions (as appropriate). To be valid, Open Offer Application Forms must be completed and returned with the appropriate remittance by post to the Receiving Agent so as to be received no later than 11.00 a.m. on 1 December 2021. Persons wishing to participate in the Offer for Subscription should complete the Offer for Subscription Application Form set out in the Appendix to this document. To be valid, Offer for Subscription Application Forms must be completed and returned with the appropriate remittance by post to the Receiving Agent so as to be received no later than 11.00 a.m. on 1 December 2021.

Investors should rely only on the information contained in this document and any supplementary prospectus published by the Company prior to Admission. No person has been authorised to give any information or make any representations in relation to the Company other than those contained in this document and any such supplementary prospectus and, if given or made, such information or representations must not be relied upon as having been so authorised by the Company, the Investment Manager and/or Investec. Without prejudice to the Company's obligations under the Prospectus Regulation Rules, the Listing Rules, the Disclosure Guidance and Transparency Rules, the Prospectus Regulation and MAR, neither the delivery of this document nor any subscription for or purchase of Shares pursuant to the Issue, under any circumstances, creates any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of this document.

Investec and its Affiliates may have engaged in transactions with, and provided various investment banking, financial advisory and other services for, the Company and/or the Investment Manager for which they would have received customary fees. Investec and its Affiliates may provide such services to the Company and/or the Investment Manager and any of their respective Affiliates in the future.

In connection with the Issue, Investec and its Affiliates, acting as investors for its or their own accounts, may subscribe for or purchase Shares and in that capacity may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in the Shares and other securities of the Company or related investments in connection with the Issue or otherwise. Accordingly, references in this document to Shares being issued, offered, acquired, subscribed or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by Investec and its Affiliates acting as an investor for its or their own account(s).

None of Investec or its Affiliates intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so. In addition, Investec and its Affiliates may enter into financing arrangements with investors, such as share swap arrangements or lending arrangements in connection with which Investec and its Affiliates may from time to time acquire, hold or dispose of shareholdings in the Company.

The contents of this document and any supplementary prospectus published by the Company are not to be construed as legal, financial, business, investment or tax advice. Investors should consult their own legal adviser, financial adviser or tax adviser for legal, financial, business, investment or tax advice. Investors must inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of Shares; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of Shares which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal of, or subscription for Shares. Investors must rely on their own representatives, including their own legal advisers and accountants, as to legal, financial, business, investment, tax, or any other related matters concerning the Company and an investment therein. None of the Company, the Investment Manager, Investec nor any of their respective representatives is making any representation to any offeree or purchaser of Shares regarding the legality of an investment in the Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser.

Notice to US and other overseas investors

This document may not be used for the purpose of, and does not constitute, an offer or solicitation by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or not authorised or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company and/or Investec or to any person to whom it is unlawful to make such offer or solicitation. The offer and sale of Shares has not been and will not be registered under the applicable securities laws of Canada, Australia, the Republic of South Africa, Japan or any member state of the EEA. Subject to certain exemptions, the Shares may not be offered to or sold within Canada, Australia, the Republic of South Africa, Japan or any member state of the EEA or to any national, resident or citizen of Canada, Australia, the Republic of South Africa, Japan or any member state of the EEA.

The Shares have not been and will not be registered under the US Securities Act of 1933, as amended (the "**US Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and the Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the US Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There will be no public offer of the Shares in the United States. The Shares are being offered or sold outside the United States to non-US Persons in offshore transactions in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S thereunder. The Company has not been and will not be registered under the US Investment Company Act of 1940, as amended (the "**US Investment Company Act**") and investors will not be entitled to the benefits of the US Investment Company Act.

The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Shares or the accuracy or adequacy of this document. Any representation to the contrary is a criminal offence in the United States and any re-offer or resale of any of the Shares in the United States or to US Persons may constitute a violation of US law or regulation.

The Company is an authorised closed-ended investment scheme pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 2020 (the "**POI Law**") and the Authorised Closed Ended Investment Schemes Rules and Guidance, 2021 (the "**Rules**") issued by the Guernsey Financial Services Commission (the "**GFSC**").

The distribution of this document and any offer of Shares pursuant to the Issue may be restricted by law in certain jurisdictions. Other than in the United Kingdom, no action has been or will be taken to permit the possession, issue or distribution of this document (or any other offering or publicity material relating to the Shares) in any jurisdiction where action for that purpose may be required or where doing so is restricted by law. Accordingly, neither this document nor any advertisement, nor any other offering material may be distributed or published in any jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this document comes should inform themselves about and observe any such restrictions. None of the Company, Investec or the Investment Manager or any of their respective Affiliates or advisers accepts any legal responsibility to any person, whether or not such person is a potential investor, in respect of any such restrictions.

In relation to the United Kingdom Shares will only be offered to the extent that the Shares are permitted to be marketed in the UK pursuant to the AIFM Regime. The offer and sale of Shares has not been and will not be registered under the applicable securities laws of any member state of the EEA and so, subject to certain exemptions, the Shares may not be offered or sold within any member state of the EEA or to any national, resident or citizen of any member state of the EEA.

Investors who are resident in, or citizens of, territories outside of the United Kingdom, Guernsey, Jersey and the Isle of Man should read the section headed "Overseas Persons" in Part 10 (*The Issue*) of this document.

Copies of this document will be available on the Company's website (ruffer.co.uk/ric) and the National Storage Mechanism of the FCA at <https://data.fca.org.uk/a/nsm/nationalstoragemechanism>.

Without limitation, neither the contents of the Company's or the Investment Manager's or Investec's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's or the Investment Manager's website (or any other website) is incorporated into, or forms part of this document, or has been approved by the FCA. Investors should base their decision whether or not to invest in the Shares on the contents of this document and any supplementary prospectus published by the Company prior to Admission alone.

Dated: 15 November 2021

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Part 1

Summary

1 INTRODUCTION AND WARNINGS

1.1 Name and international securities identifier number (ISIN) of the securities

The securities which the Company intends to issue are Shares with ISIN GB00B018CS46.

1.2 Identity and contact details of the issuer, including its Legal Entity Identifier (LEI)

The issuer's name is Ruffer Investment Company Limited (the "**Company**"). The Company's registered office is at Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 1GR and its telephone number is +44 (0)1481 737600. The Company's Legal Entity Identifier is 21380068AHZKY7MKNO47.

1.3 Identity and contact details of the competent authorities approving the document

This document has been approved by the FCA with its head office at 12 Endeavour Square, London E20 1JN and telephone number +44 (0) 20 7066 1000, as competent authority under Regulation (EU) 2017/1129, as amended as it forms part of retained EU law by virtue of the European Union (Withdrawal) Act 2018 (the "**Prospectus Regulation**").

1.4 Date of approval of this document

This document was approved by the FCA on 15 November 2021.

1.5 Warning

This summary has been prepared in accordance with Article 7 of the Prospectus Regulation and should be read as an introduction to this document and any decision to invest in Shares should be based on consideration of this document as a whole by the investor. The investor could lose all or part of its invested capital. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent when read together with the other parts of this document or it does not provide, when read together with the other parts of this document, key information in order to aid investors when considering whether to invest in Shares.

2 KEY INFORMATION ON THE ISSUER

2.1 Who is the issuer of the securities?

(a) Domicile, legal form, LEI, jurisdiction of incorporation and country of operation

The Company was incorporated in Guernsey on 1 June 2004 as a non-cellular company limited by shares under The Companies (Guernsey) Law 1994-1996, as amended with registered number 41996. The Company is domiciled in Guernsey. The Company has an indefinite life. The principal legislation under which the Company operates is the Companies Law and ordinances and regulations made thereunder. The Company is not regulated as a collective investment scheme by the FCA but is an AIF under the AIFM Regime and the EU AIFM Directive. The Company's Legal Entity Identifier is 21380068AHZKY7MKNO47.

(b) Principal activities

The Company's principal activity is to seek to achieve a positive total annual return, after all expenses, of at least twice the Bank of England base rate through investing in internationally listed or quoted equities or equity-related securities (including convertibles) or bonds which are issued by corporate issuers, supra-nationals or government organisations.

The Company's investment objective and investment policy are set out below.

Investment objective

The principal objective of the Company is to achieve a positive total annual return, after all expenses, of at least twice the Bank of England base rate.

The Company predominantly invests in internationally listed or quoted equities or equity-related securities (including convertibles) or bonds which are issued by corporate issuers, supra-nationals or government organisations. Where appropriate collective investment schemes will also be used to gain exposure to these assets.

Investment policy

The Company invests across a broad range of assets, geographies and sectors to achieve its objective. This allocation will change over time to reflect the risks and opportunities identified by the Investment Manager across global financial markets, with an underlying focus on capital preservation. The allocation of the portfolio between different asset classes will vary from time to time so as to enable the Company to achieve its objective. There are no restrictions on the geographical or sectoral exposure of the portfolio (except those restrictions noted below).

In selecting investments, the Company does not adopt any investment weightings by reference to any benchmark. Both the Board and the Investment Manager believe that the adoption of any index related investment style would inhibit the ability of the Company to deliver its objective.

The universe of equity, equity related securities or bonds in which the Company may invest is wide and may include companies domiciled in, and bonds issued by entities based in, non-European countries, including countries that are classed as emerging or developing. This may result in a significant exposure to currencies other than pound sterling. Where appropriate, the Investment Manager will also use in-house funds to gain exposure to certain asset classes.

Borrowing and gearing policy

It is not intended for the Company to have any structural gearing. The Company has the ability to borrow up to 30 per cent. of the NAV at any time for short term or temporary purposes, as may be necessary for settlement of transactions, to facilitate share redemption or to meet ongoing expenses.

Use of derivatives

The Company may use derivatives, including (but not limited to) futures, options, swap agreements, structured products, warrants and forward currency contracts, for investment and efficient portfolio management purposes.

Investment restrictions

The proportion of the portfolio invested into companies based in emerging or developing countries will be limited, at the time of any investment, to below 15 per cent. of the Company's gross assets.

The Directors have determined that the Company will engage in currency hedging where the Investment Manager considers such hedging to be in the interests of efficient portfolio management.

Total exposure to any single counterparty in the management of cash and the use of derivatives, should not exceed 15 per cent. of the Company's gross assets.

The Directors have determined that no more than 15 per cent. in aggregate of the Company's gross assets at the time of acquisition will be invested in listed investment companies (including investment trusts), with a maximum of 10 per cent. of gross assets invested in investment companies not having stated investment policies allowing them to invest no more than 15 per cent. of their own gross assets in other UK listed investment companies (including investment trusts).

Breach of investment policy

In the event of a breach of the investment objective and/or investment policy set out above, a notification will be made to a Regulatory Information Service if the Directors consider the breach to be material.

Material change to investment objective and/or investment policy

In accordance with the requirements of the FCA, any material changes in the Company's investment objective and/or investment policy set out above will require the approval of Shareholders by way of an ordinary resolution at a general meeting.

(c) Major shareholders

So far as is known to the Company, and which is notifiable under the Disclosure Guidance and Transparency Rules, as at 29 October 2021 (being the latest practicable date prior to the publication of this document), the following persons held, directly or indirectly, 3 per cent. or more of the issued Shares or the Company's voting rights:

<i>Name</i>	<i>No. of Shares</i>	<i>Percentage of voting rights</i>
Rathbones	27,401,488	12.31%
Brewin Dolphin, stockbrokers	19,650,533	8.83%
Hargreaves Lansdown, stockbrokers	18,175,931	8.16%
Interactive Investor	16,120,663	7.24%
Tilney	11,440,235	5.14%
Charles Stanley	11,430,152	5.13%
AJ Bell, stockbrokers	9,492,929	4.26%

(Source: Latest available share register analysis produced by Richard Davies Investor Relations Limited)

(d) **Key managing directors**

The Board is comprised of Christopher Russell (*Independent Non-Executive Chair*), Shelagh Mason (*Independent Non-Executive Director*), Jill May (*Independent Non-Executive Director and Senior Independent Director*), Nicholas Pink (*Independent Non-Executive Director*) and David Staples (*Independent Non-Executive Director*).

(e) **Identity of statutory auditors**

The auditors of the Company are Deloitte LLP of Regency Court, Gategny Esplanade, St Peter Port, Guernsey, GY1 3HW.

2.2 What is the key financial information regarding the issuer?

(a) **Table 1: Additional information relevant to closed end funds**

<i>Share class</i>	<i>Total NAV⁽¹⁾</i>	<i>No. of shares⁽²⁾</i>	<i>NAV per share⁽¹⁾</i>	<i>Historical performance of the Company</i>
Shares	£575,851,333	224,763,416	£2.8129	Since its initial public offering, the Company has paid or declared cumulative dividends amounting to 42.5 pence per Share.

⁽¹⁾ Audited NAV calculated as at 30 June 2021.

⁽²⁾ As at 12 November 2021, being the latest practicable date prior to the publication of this document.

(b) **Table 2: Income statement for closed end funds**

	<i>Year ended 30 June 2021 £'000 (audited)</i>	<i>Year ended 30 June 2020 £'000 (audited)</i>	<i>Year ended 30 June 2019 £'000 (audited)</i>
Fixed interest income	1,234,890	1,159,039	919,769
Dividend income	5,971,289	3,649,428	4,307,711
Net changes in fair value of financial assets at fair value through profit or loss	50,578,046	49,202,890	942,607
Other gains/(losses)	15,755,244	(7,835,401)	(6,059,154)
Total income	73,539,469	46,175,956	110,933
Management fees	(4,693,521)	(3,921,402)	(3,729,400)
Expenses	(632,121)	(633,225)	(818,427)
Total expenses	(5,325,642)	(4,554,627)	(4,547,827)
Profit/(loss) for the year before tax	68,213,827	41,621,329	(4,436,894)
Withholding tax	(424,880)	(439,359)	(521,391)
Profit/(loss) for the year after tax	67,788,947	41,181,970	(4,958,285)
Total comprehensive income/(loss) for the year	67,788,947	41,181,970	(4,958,285)
Basic and diluted earnings per share	36.43p	22.78p	(2.76p)

(c) **Table 3: Balance sheet for closed end funds**

	As at 30 June 2021 £'000 (audited)	As at 30 June 2020 £'000 (audited)	As at 30 June 2019 £'000 (audited)
Assets			
Non-current assets			
Investments at fair value through profit or loss	516,760,500	400,997,042	390,217,885
Current assets			
Cash and cash equivalents	55,833,380	42,667,336	19,375,840
Trade and other receivables	6,011,217	8,877,207	556,885
Derivative financial assets	270,023	–	–
Total current assets	62,114,620	51,544,543	19,932,725
Total assets	578,875,120	452,541,585	410,150,610
Liabilities			
Current liabilities			
Trade and other payables	(595,622)	(4,887,485)	(3,543,576)
Derivative financial liabilities	(2,428,165)	(3,541,719)	(332,037)
Total liabilities	(3,023,787)	(8,429,204)	(3,875,613)
Net assets	575,851,333	444,112,381	406,274,997
Equity			
Capital and reserves attributable to the Company's shareholders			
Share capital	253,904,821	186,459,986	186,459,986
Capital reserve	220,493,564	158,853,795	121,407,708
Retained revenue reserve	6,403,389	3,749,041	3,357,744
Other reserves	95,049,559	95,049,559	95,049,559
Total equity	575,851,333	444,112,381	406,274,997
Net assets attributable to holders of redeemable participating preference shares (per share)	2.8129	2.4565	2.2472

The auditors' reports on the Company's financial statements for the financial years ended 30 June 2019, 30 June 2020 and 30 June 2021 were unqualified.

2.3 What are the key risks that are specific to the issuer?

The attention of investors is drawn to the key risks associated with an investment in the Company which, in particular, include the following:

Key risks relating to the Company

- The past performance of the Company and/or its investments is no indication of future results.
- The Company has no employees and is reliant on the performance of third party service providers for its executive function. In particular, the Investment Manager, Administrator, Registrar, Custodian and Depositary will be performing services which are integral to the operation of the Company.
- The performance of the Company will depend, to a large extent, upon the performance of the underlying portfolio.
- The level of dividends and other distributions to be paid by the Company may fluctuate and there is no guarantee that any such distributions will be paid.
- The effects of both normal market fluctuations and potential economic crises may impact the Company's business, operating results or financial condition.
- The Company's financial performance and prospects may be adversely affected by Covid-19, the long-term impact of which is currently unknown, or another pandemic or epidemic.

- The Company and its service providers are susceptible to operational and information security and related risks of cyber security incidents.
- The risks posed by climate change and other ESG factors have led to increasing governmental regulation and taxation, changes in consumer preferences and stakeholder pressure to reduce carbon and broader environmental footprints, which could lead to additional costs for the Company and the companies into which it has invested or negatively impact their performance.

Key risk relating to the Investment Manager

- The Company depends on the diligence, skill and judgement of the Investment Manager's investment professionals.

Key risks relating to the Company's investment objective, investment policy and investment strategy

- The Company may not meet its investment objective.
- The value of the Company's assets may be affected by uncertainties such as political, regulatory, settlement and sub-custodial risk in the countries in which it makes investments.
- The Company may be forced to dispose of investments when it will not be able to obtain best value for its investments.

Key risk relating to regulation and taxation

- Changes in law or regulations governing the Company's operations may adversely affect the Company's business.

3 KEY INFORMATION ON THE SECURITIES

3.1 What are the main features of the securities?

(a) **Type, class and ISIN**

The securities which the Company intends to issue under the Issue are Shares. Shares with ISIN GB00B018CS46.

(b) **Currency, denomination, par value, number of securities issued and duration**

The currency of the Shares is Sterling. The issued share capital of the Company as at 12 November 2021 (being the latest practicable date prior to publication of this document), is 224,763,416 Shares of 0.01p each, all of which are fully paid or credited as fully paid.

(c) **Rights attached to the Shares**

The Shares have the following rights:

Shares

Dividends

The Shares carry the right to receive the profits of the Company available for distribution at such times as the Directors may determine in accordance with the Articles.

Rights in respect to capital

Subject to the rights of any C Shares in issue, on a winding-up, the surplus capital and assets of the Company shall be divided amongst the holders of Shares *pro rata* according to the nominal capital paid up on their holdings of Shares.

Voting

Holders of Shares have the right to receive notice of, and to attend and vote at, general meetings and class meetings of the Company. Each holder of Shares on a poll has one vote in respect of each Share held.

(d) **Rank of securities in the issuer's capital structure in the event of insolvency**

On a winding-up, provided the Company has satisfied all its liabilities and subject to the rights conferred on any other class of shares in issue at that time to participate in the winding-up, the holders of Shares shall be entitled to all of the Company's remaining net assets after taking into account any net assets attributable to any C Shares (if any) in issue.

(e) **Restrictions on the free transferability of Shares**

There are no restrictions on the free transferability of the Shares, subject to compliance with applicable securities laws and the restrictions on transfer contained in the Articles.

(f) **Dividend policy**

The Board's policy is to pay dividends semi-annually, which are typically declared in September and March, with an objective of distributing a minimum of 85 per cent. of the Company's revenue each year.

Dividends will only be paid from the Company's revenue account and not from capital. Dividend payments by the Company will depend on the income stream generated by the underlying investments in the Company's investment portfolio and therefore no assurance can be given that dividends will continue to be paid.

The payment of any dividend by the Company is subject to the satisfaction of a solvency test as required by the Companies Law, whereby the Board must be satisfied on reasonable grounds that the Company will, immediately after payment of any dividend, be able to pay its debts as they become due and that the value of the Company's assets would be greater than the value of its liabilities.

The Board has the discretion to increase or reduce the dividend, or not to declare a dividend, as appropriate in consideration of the financial position of the Company.

Investors should note that the declaration and payment frequency of dividends are not profit forecasts. There may be a number of factors that adversely affect the Company's ability to declare and pay a dividend and there can be no assurance that any dividend will be paid. This should not be seen as an indication of the Company's expected or actual results or returns. Accordingly, investors should not assume that the Company will make any distributions at all in deciding whether to invest in the Shares.

3.2 Where will the securities be traded?

Applications will be made to the Financial Conduct Authority and London Stock Exchange for the Shares to be issued in connection with the Issue to be admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. No application has been made or is currently intended to be made for the Shares to be admitted to listing or trading on any other stock exchange.

3.3 What are the key risks specific to the securities?

The attention of investors is drawn to the risks associated with an investment in the Shares which, in particular, include the following:

- The value and/or market price of the Shares may go down as well as up and may not trade in line with Net Asset Value.
- It may be difficult for Shareholders to realise their investment at NAV and there may not be a liquid market in the Shares.

4 KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC AND ADMISSION TO TRADING ON A REGULATED MARKET

4.1 Under which conditions and timetable can I invest in this security?

The maximum size of the Issue is £166.6 million (before expenses).

The total number of Shares to be issued pursuant to the Issue, and therefore the Gross Proceeds, are not known as at the date of this document but will be notified by the Company via a Regulatory Information Service announcement prior to Admission.

The Issue is conditional, *inter alia*, on: (i) Admission having become effective on or before 8.00 a.m. on 6 December 2021 or such later time and/or date as the Company, the Investment Manager and Investec may agree (being not later than 8.00 a.m. on 31 December 2021); (ii) the passing of the Resolution at the General Meeting; and (iii) the Sponsor Agreement becoming wholly unconditional in respect of the Issue (save as to Admission) and not having been terminated in accordance with its terms at any time prior to Admission.

The Company has agreed to make an offer of Shares pursuant to the Open Offer at the Issue Price, subject to the Terms and Conditions of the Open Offer set out in this document. The Terms and Conditions of the Open Offer should be read carefully before an application is made. Investors should consult their independent financial advisers if they are in any doubt about the contents of this document or the acquisition of Shares.

The Company has agreed to make an offer of Shares pursuant to the Offer for Subscription at the Issue Price, subject to the Terms and Conditions of Application under the Offer for Subscription set out in this document. The Terms and Conditions of Application under the Offer for Subscription should be read carefully before an application is made. Investors should consult their independent financial advisers if they are in any doubt about the contents of this document or the acquisition of Shares.

Investors may also subscribe for Shares at the Issue Price pursuant to the Intermediaries Offer. Only the Intermediaries' retail investor clients in the United Kingdom, Guernsey, Jersey and the Isle of Man are eligible to participate in the Intermediaries Offer. Investors may apply to any of the Intermediaries to be accepted as their client. The latest time and date for applications from the Intermediaries in respect of the Intermediaries Offer is 11.00 a.m. on 1 December 2021. Applicants under the Intermediaries Offer are advised to check with their Intermediary as certain Intermediaries will close their offer period sooner in the day.

4.2 Why is this prospectus being produced?

(a) Reasons for Admission and the Issue

Since February 2021, the Shares have generally traded at a premium to the Net Asset Value per Share indicating an ongoing demand for the Shares in the market. In order to satisfy this demand and manage the premium so as not to disadvantage long-term investors in the Company wishing to acquire Shares, the Company has issued 43,975,000 Tap Shares in the period from the 2020 AGM to 12 November 2021, being the latest practicable date prior to the publication of this document, at an average price of 286.38 pence per Share and at an average 1.77 per cent. premium to the Net Asset Value per Share at the time of issue. Accordingly, the authorities granted at the 2020 AGM and the 2021 EGMs have been substantially utilised with a balance of 15,335,523 Shares remaining to be issued under the existing Second 2021 EGM authority. The Directors are also seeking additional Shareholder authority at the 2021 AGM to issue and/or sell from treasury Shares representing a further 10 per cent. of the issued share capital of the Company for cash on a non-pre-emptive basis as at that date.

The Company values its retail investor base and, given the Tap Shares are only able to be acquired by institutional investors, is providing its retail investor base and other private investors in the UK, Guernsey, Jersey and the Isle of Man with the opportunity to participate in the Issue.

The Directors intend to use the net proceeds of the Issue to acquire investments in accordance with the Company's investment objective and investment policy. The Issue will not be underwritten.

The Tap Shares were issued to satisfy ongoing market demand for Shares and to acquire investments in accordance with the Company's investment objective and investment policy.

(b) Estimated net proceeds

The Net Proceeds, after deduction of expenses, are expected to be £165.2 million on the assumption that the Gross Proceeds are £166.6 million.

The total net proceeds of the issue of the Tap Shares were £125,307,924 net of the fees and expenses associated with their issue, which amounted to approximately £629,688. All the net proceeds of the Tap Issue have been invested and/or retained as cash in accordance with the Company's investment policy.

(c) Material conflicts of interest

As at the date of this document, there are no interests that are material to the Issue and no conflicting interests.

Part 2

Risk Factors

Any investment in Shares is subject to a number of risks. Accordingly, prior to making any investment decision, prospective investors should carefully consider all the information contained in this document and, in particular, the risk factors described in this Part 2 (*Risk Factors*). This summary of risk factors is not intended to be exhaustive nor is it an explanation of all of the risk factors involved in investing in the Company. It should be noted that the risks described below are not the only risks faced by the Company and there may be additional risks that the Directors currently consider not to be material or of which they are not currently aware.

An investment in the Shares should not be regarded as short-term in nature and involves a high degree of risk, including but not limited to the risks referred to below in relation to the Company and the Shares. If any of the risks referred to in this document were to occur this could materially and adversely affect the Company's business, financial condition and results. If that were to occur, the trading price of the Shares and/or the Net Asset Value and/or the level of dividends or distributions received from the Shares could decline significantly and investors could lose all or part of their investment.

As required by the UK Prospectus Regulation, the risk that the Directors consider to be the most material risk in each category, taking into account the negative impact on the Company and the probability of its occurrence, has been set out first. Given the forward looking nature of the risks, there can be no guarantee that any such risk is, in fact, the most material or the most likely to occur. Investors should, therefore, review and consider each risk.

RISKS RELATING TO THE COMPANY

Past performance is no indication of future results

The past performance of the Company or other investments managed or advised by the Investment Manager or any of its investment professionals cannot be relied upon as an indicator of the future performance of the Company. Investor returns will be dependent upon the Company successfully pursuing its investment policy.

The success of the Company will depend, amongst other things, on the ability of the Investment Manager to identify, acquire and realise investments in accordance with the Company's investment objective and investment policy. This, in turn, will depend on the ability of the Investment Manager to apply the Company's investment policy and the Investment Manager's processes in a way which is capable of identifying suitable investments for the Company to invest in, to monitor and exit such investments effectively.

The Company has no employees and is reliant on the performance of third party service providers

The Company has no employees and the Directors have all been appointed on a non-executive basis. Therefore, the Company is reliant upon the performance of third party service providers for its executive function. In particular, the Investment Manager, the Administrator, the Registrar, the Custodian, the Auditor and the Depositary will be performing services which are integral to the operation of the Company. Failure by any of these or any other service provider to carry out its obligations to the Company in accordance with the terms of its appointment, together with a failure by the Company to enforce such terms, could have a materially detrimental impact on the operation of the Company.

The performance of the Company will depend, to a large extent, upon the performance of the underlying portfolio

The Company can offer no assurances that the investments made by the Company in accordance with its investment policy will generate gains or income or that any gains or income that may be generated on particular investments will be sufficient to offset any losses that may be sustained in other investments.

The level of dividends and other distributions to be paid by the Company may fluctuate and there is no guarantee that any such distributions will be paid

Whilst the Board's policy is to pay dividends semi-annually, with an objective of distributing a minimum of 85 per cent. of the Company's revenue each year, there is no guarantee that actual (or any) dividends will be at or near this level. The declaration, payment and amount of any future dividends or distributions by the Company are subject to the discretion of the Directors and will depend upon, among other things, the performance of the Company, the running costs of the Company, the Company's financial position and cash requirements and the ability of the Company to comply with the applicable legal requirements for paying dividends under the Companies Law. Accordingly, the actual rate of return achieved or dividends or other distributions made may be materially lower than the targeted minimum of the Company, or may result in a partial or total loss, which could have a material adverse effect on the Company's performance, financial condition and business prospects.

The effects of both normal market fluctuations and potential economic crises may impact the Company's business, operating results or financial condition

The Company may experience fluctuations in its operating results due to fluctuations in markets generally, which may be considered normal or may be the result of a financial or economic crisis or other macroeconomic shock. The Company's results may be affected in these circumstances by, for example, changes in the values of investments made by the Company, changes in operating expenses, and general economic and market conditions (including changes to interest rates, credit spreads, equity risk premium, inflation and bond ratings, changes in laws or regulations, national and international political circumstances as well as the general market pricing of similar investments).

Such variability may lead to volatility in the trading price of the Shares and cause the Company's results for a particular period not to be indicative of its performance in a future period and this may materially adversely affect the performance of the Company, the NAV, the Company's earnings and returns to Shareholders.

The Company may be subject to certain epidemic-related risks, such as the coronavirus (COVID-19)

The performance of the assets in which the Company has invested, or may invest in the future, may be affected by the impact on the global economy and businesses that COVID-19 (or another pandemic or epidemic) is currently having or may have in the future. Global capital markets have seen significant downturns and extreme volatility as a result of the COVID-19 pandemic. Such similar volatility and downturn could have an impact on the liquidity of the Shares. Investors should be aware that if any of the global impacts of COVID-19 continue for a sustained period of time, and should any of the risks identified above materialise, it could have a material adverse effect on the performance of the Company, the Net Asset Value, the Company's earnings and returns to Shareholders.

Cyber security risk

The Company and its service providers are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorised access to digital systems (e.g. through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber attacks also may be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e. efforts to make services unavailable to intended users). Cyber security incidents affecting the Directors, the Company, the Investment Manager, the Administrator, the Depositary or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including: by interference with the Company's ability to calculate its Net Asset Value; impediments to trading for the Company's portfolio; the inability of Shareholders to sell their Shares; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which the Company invests, counterparties with which the Company engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information security management systems and business continuity plans have been developed which are designed to mitigate

the risks associated with cyber security, there are inherent limitations in any cyber security risk management system or business continuity plan, including the possibility that certain risks have not been identified.

Climate change and other ESG factors

The risks posed by climate change and other ESG factors have led to increasing governmental regulation and taxation, changes in consumer preferences and stakeholder pressure to reduce carbon and broader environmental footprints, which could lead to additional costs for the Company and the companies into which it has invested or negatively impact their performance. Whilst the Company's portfolio is generally not immediately vulnerable to the risks posed by climate change, companies into which the Company has invested are subject not only to changes in the ESG landscape of the jurisdiction in which they are incorporated, but are also susceptible to changes in the ESG landscape in the various jurisdictions in which they operate, which could negatively affect the value of their shares and their wider performance.

While the ESG approach taken by the Company and the Investment Manager aims to mitigate against the negative impact of climate change and other ESG factors there is no guarantee that the performance of the Company and/or its investments will not be affected by climate change and other ESG risks.

The UK's exit from the European Union could have a material impact on the Company's activities

The process of the United Kingdom leaving the European Union was completed on 31 December 2020 ("**Brexit**"). Brexit has set in train a sustained period of uncertainty both in the United Kingdom and the European Union. As a result, investors face a degree of ongoing uncertainty and potential risk regarding, *inter alia*, the United Kingdom and European economies, currency movements, volatility in the UK and global markets, and the financial services regulatory regime to which the Company is currently subject. While the full impact of Brexit continues to evolve, this prolonged uncertainty regarding aspects of the United Kingdom and European economy could result in an adverse effect on the financial condition, results of operations and prospects of the Company and its investments.

Future financial services regulation between the UK and the EU is uncertain, and Brexit may have a significant adverse effect on the ability of the Company to raise capital from EU investors and for the Company to acquire assets or pursue investment opportunities in the EU in future. The Investment Manager is now classified as a third-country AIFM pursuant to the EU AIFM Directive and no longer has access to the marketing and management passport regime under such directive. In order to access investors in EEA countries, the Investment Manager will need to market the Shares via the National Private Placement Regime ("**NPPR**") under Article 42 of the EU AIFM Directive. The implementation of the NPPR varies across the member states, and as such, can be a lengthy process and lead to additional costs associated with registration and maintaining ongoing compliance within the individual regulatory regimes. This may therefore restrict the Company's ability to reach investors in certain EEA countries.

There can be no assurance that the foregoing developments will not have a negative effect on the Company's operations and investment objectives or on its investments in the United Kingdom and Europe. A potential downgrading of the United Kingdom's sovereign credit rating (as at the latest practicable date, Moody's: Aa3, S&P: AA) as a result of Brexit may also have an impact on the performance of the Company and its investments.

RISKS RELATING TO THE INVESTMENT MANAGER

The Company depends on the diligence, skill and judgement of the Investment Manager's investment professionals

The Company depends on the diligence, skill and judgement of the Investment Manager's investment professionals and the information they generate and communicate to the Company during the normal course of their activities. The Company's future success depends on the continued service of these individuals (or their replacements from time to time) who are not obligated to remain employed with the Investment Manager, and the Investment Manager's ability to recruit, retain and motivate new talented personnel. However, the Investment Manager may not be successful in its efforts to recruit, retain and motivate the required personnel as the market for qualified investment professionals is competitive. The Investment

Manager's inability to recruit, retain and motivate the required personnel may have a material adverse effect on the Company's profitability, NAV and the price of the Shares.

There can be no assurance that the Company will be able to find a replacement Investment Manager if the Investment Manager resigns

Under the Investment Management Agreement, the Investment Manager may resign on 12 months' notice. The Investment Manager shall, from the date any such resignation takes effect, cease to provide AIFM services and portfolio management services in respect of the Company. In those circumstances a replacement investment manager would have to be identified and appointed and there can be no assurance that such a replacement with the necessary skills and experience could be appointed on terms acceptable to the Company. If a replacement investment manager cannot be found, this would have a material adverse effect on the Company's profitability, NAV and the price of the Shares. In that event, the Directors might have to formulate and put forward to Shareholders proposals for the future of the Company, which may include a reconstruction or winding up.

The Investment Manager and its affiliates provides services to other clients

The Investment Manager and its officers, employees and affiliates are involved in other financial, investment or professional activities that may give rise to conflicts of interest with the Company. In particular, the Investment Manager provides investment management and other services in relation to other companies, funds and accounts that may have similar investment objectives and/or policies to that of the Company. This may on occasion give rise to conflicts of interest which the Investment Manager will manage in accordance with its policies and procedures relating to conflicts of interest. If such conflicts of interest are managed to the detriment of the Company by the Investment Manager, they could have a material adverse effect on the Company's profitability, NAV and the price of the Shares.

The Investment Manager may allocate some of its resources to activities in which the Company is not engaged

The Investment Manager is not required to commit all of its resources to the Company's affairs. Insofar as the Investment Manager devotes resources to its responsibilities to other business interests, its ability to devote resources and attention to the Company's affairs will be limited. This could adversely affect the Company's ability to achieve its investment objective, which could have a material adverse effect on the Company's profitability, NAV and the price of the Shares.

Due diligence risk

The due diligence process that the Investment Manager will undertake in connection with the Company's investments may not reveal all facts and circumstances that may be relevant in connection with an investment.

When conducting due diligence, the Investment Manager will typically evaluate a number of issues in determining whether or not to proceed with an investment, including whether or not a potential investment is consistent with the Company's investment strategy. Nevertheless, when conducting due diligence and making an assessment regarding an investment, the Company will be required to rely on resources available to it, including information provided by the target of the investment and, in some circumstances, third party investigations. The due diligence process may at times be subjective, especially with respect to elements of the Company's investment strategy for which only limited information is available particularly for smaller companies or those based overseas. Accordingly, there can be no assurance that due diligence investigations with respect to any investment opportunity will reveal or highlight all relevant facts and circumstances that may be necessary or helpful in evaluating such investment opportunity.

Any failure by the Investment Manager to identify relevant facts and circumstances through the due diligence process may lead to unsuccessful investment decisions, which could have a material adverse effect on the Company's profitability, NAV and the price of the Shares.

Cash management

There is no restriction on the amount of cash or cash equivalent investments that the Company may hold and there may be times when it is appropriate for the Company to have a significant cash or cash equivalent position instead of being fully or near fully invested, to manage the working capital requirements of the Company. This may affect opportunities to increase the NAV. The Company's returns are reliant on the amount of capital invested in, and the performance of, the Company's portfolio of investments in accordance with its investment policy. There can be no guarantee that the Company will deploy its capital in the manner anticipated. Any delays in the speed of capital deployment and any material cash or cash equivalent holdings may have a material adverse effect on the Company's profitability, NAV and the price of the Shares.

RISKS RELATING TO THE COMPANY'S INVESTMENT OBJECTIVE, INVESTMENT POLICY AND INVESTMENT STRATEGY

The Company may not meet its investment objective

The Company may not achieve its investment objective. Meeting that objective is a target but the existence of such an objective should not be considered as an assurance or guarantee that it can or will be met. The Company's ability to meet its investment objective will largely depend on the Investment Manager's ability to identify suitable investments that are in accordance with the Company's investment policy. There can be no assurance that the Company will be successful in implementing the investment strategy of the Company as it cannot be guaranteed that the Investment Manager will be able to identify suitable investments in accordance with the Company's investment policy.

Political, regulatory, settlement and sub-custodial risk

The value the Company's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets. As the Company may invest in markets where the trading, settlement and custodial systems are not fully developed, the assets which are traded in such markets and which have been entrusted to sub-custodians in such markets may be exposed to higher risk.

The Company may be forced to dispose of investments when it will not be able to obtain best value for its investments

Whilst the Company does not have a limited life and there is no obligation to sell investments within a fixed time frame, there can be no assurance that, at the time the Company seeks to dispose of investments (for example if an investment is no longer consistent with the Company's investment strategy), conditions in the relevant market will be favourable or that the Company will be able to maximise the return on such disposed investments. To the extent that market conditions are not favourable, the Company may not be able to dispose of investments at a gain. If the Company were required to dispose of an investment on unsatisfactory terms, it may realise less than the value at which the investment was previously recorded.

The Company will be exposed to currency and foreign exchange risks

The Company will have investments denominated in currencies other than Sterling, particularly US Dollars and the Euro. The Company is, therefore, exposed to foreign exchange risk. Changes in the rates of exchange between Sterling and another currency will cause the value of any investment denominated in that currency, and any income arising out of the relevant investment, to go down or up in Sterling terms. In order to mitigate such exposure to any fluctuations in foreign exchange rates, the Company may, but is not obliged to, enter into hedging arrangements. If the Company were to enter into hedging arrangements, there is no assurance that the Company will be able to settle any such hedging arrangements (either on favourable terms, in a timely manner or at all) or that any such arrangements would provide sufficient protection to the Company against any adverse currency movements. Adverse currency movements could have an adverse effect on the returns realised by the Company from the portfolio, with a consequential

adverse effect on the performance of the Company, the NAV, the Company's earnings and returns to Shareholders.

The Company may use derivative instruments

The Company may utilise derivative instruments (including contracts for differences “**CFDs**”) for investment and efficient portfolio management purposes. Such derivative instruments inherently contain much greater leverage than a non-margined purchase of the underlying security or instrument. This is due to the fact that, generally, only a very small portion (and in some cases none) of the value of the underlying security or instrument is required to be paid in order to make such leveraged investments. As a result of any derivatives instruments employed by the Company, small changes in the value of the underlying assets may cause a relatively large change in the Net Asset Value of the Company. Many such derivative instruments are subject to variation or other interim margin requirements, which may force premature liquidation of investment positions.

Where the Company utilises CFDs or over the counter (OTC) derivatives, it is likely to take a credit risk with regard to the parties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those entailed in exchange-traded transactions that generally are backed by clearing organisation guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. Transactions entered into directly between counterparties generally do not benefit from such protections and expose the parties to the risk of counterparty default.

Accordingly, the use of CFDs and OTC derivatives by the Company may expose the Company to greater risk and have a materially adverse effect on the Company's performance.

Leverage risk

Although the Company has no structural gearing and is not geared as at the date of this document, it has the ability to borrow up to 30 per cent. of its Net Asset Value for working capital purposes. The use of derivatives or borrowing to increase the exposure of the Company to the market or to leverage the Company will make the value of the Company's investments change more quickly in response to increases or decreases in general market prices than would be the case with an unleveraged portfolio. If the Investment Manager correctly anticipates the direction in which the market or the specific security price will move, the result of using leverage will be improved Company performance by a greater extent than would be possible with an unleveraged portfolio. Conversely, if the Investment Manager's assessment of market direction proves to be incorrect, the Company may be adversely affected to a much greater extent than the actual change in security prices might suggest due to the multiplier effect of using leverage.

Exchange controls

The Company may purchase investments that will subject the Company to exchange controls or withholding taxes in various jurisdictions. In the event that exchange controls or withholding taxes are imposed with respect to any of the Company's investments, the effect will generally reduce the income received by the Company on its investments.

RISKS RELATING TO THE SHARES

The Shares may not trade in line with Net Asset Value per Share

The value of an investment in the Company, and the returns derived from it, may go down as well as up and an investor may not get back the amount invested. The market price of the Shares, like shares in all investment companies, may fluctuate independently of their underlying NAV and may trade at a discount or premium to NAV per Share at different times, depending on factors such as supply and demand for the Shares, market conditions and general investor sentiment. There can be no guarantee that any discount or premium control policy will be successful or capable of being implemented. The market value of a Share may vary considerably from its NAV. The NAV per Share may not be an accurate guide to the value that a Shareholder may realise on a disposal of Shares.

It may be difficult for Shareholders to realise their investment at NAV and there may not be a liquid market in the Shares

While the Directors retain the right to effect repurchases of Shares in the manner described in this document (and may in future be granted authority to repurchase other classes of shares), they are under no obligation to use such powers or to do so at any time and Shareholders should not place any reliance on the willingness of the Directors so to act. Shareholders wishing to realise their investment in the Company may have to dispose of their Shares in the market. There can be no guarantee that a liquid market in the Shares will exist at the time or that the Shares will trade at prices close to their underlying NAV. Accordingly, Shareholders may be unable to realise all or part of their investment at such NAV or at all.

RISKS RELATING TO REGULATION AND TAXATION

Changes in laws or regulations governing the Company's operations may adversely affect the Company's business

The Company is subject to laws and regulations enacted by national and local governments. In particular, the Company will be required to comply with certain regulatory requirements that are applicable to listed closed-ended investment companies. The Company must comply with the Listing Rules, the Prospectus Regulation, the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the MAR, the PRIIPs Regulation, the POI Law and the Rules. In addition, the Company is subject to the continuing obligations imposed by the GFSC and the FCA on all investment companies whose shares are listed on the premium segment of the Official List and is subject to the admission and disclosure standards of the London Stock Exchange. A failure by the Company to comply with those obligations and standards may result in the Shares being suspended from listing.

Any change in the law and regulation affecting the Company may have a material adverse effect on the ability of the Company to carry on its business and successfully pursue its investment objective and on the Company's investments. In such event, this may also have a material adverse effect on the Company's profitability, NAV and the price of the Shares.

Tax residency

In order to maintain its non-UK resident status, the Company is required to be controlled and managed outside the United Kingdom. The composition of the Board, the place of residence of the individual Directors and the location(s) in which the Board makes decisions will be important in determining and maintaining the non-UK tax resident status of the Company. Although the Company is established outside the United Kingdom continued attention must be given to ensure that major decisions are not made in the United Kingdom or the Company may lose its non-UK tax resident status. As such, management errors could potentially lead to the Company being considered a UK tax resident which would negatively affect its financial and operating results, the value of the Shares and/or the post-tax return to Shareholders.

Tax legislation

Changes in taxation legislation or practice, whether in Guernsey, the UK or elsewhere, may adversely affect the value of the Company's investments, affect the Company's ability to provide returns to Shareholders, and affect the tax treatment for Shareholders of their investment in the Company (including rates of tax and availability of reliefs). Investors should consult their tax advisers with respect to their own particular tax circumstances and the tax effects of an investment in the Company. Statements in this document concerning the taxation of investors or prospective investors in Shares are based upon current tax law as at the date of this document and tax authority practice, each of which is, in principle, subject to change. The value of particular tax reliefs, if available, will depend on each Shareholder's particular circumstances. This Prospectus does not constitute tax advice and must not therefore be treated as a substitute for independent tax advice.

Due diligence and reporting obligations

The Company will be required to comply with certain due diligence and reporting requirements under the Income Tax (Approved International Agreements) (Implementation) (United Kingdom and United States of America) Regulations, 2014, as amended, and the Income Tax (Approved International Agreements) (Implementation) (Common Reporting Standard) Regulations 2015, as amended, which were enacted to

meet Guernsey's obligations under FATCA and the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development. Shareholders may be required to provide information to the Company to enable the Company to satisfy its obligations under the regulations. Failure by the Company to comply with its obligations under the regulations may result in fines being imposed on the Company and, in such event, the target returns of the Company may be adversely affected.

The Company may be treated as a passive foreign investment company

The Company may be treated as a "passive foreign investment company" (often referred to as a "PFIC") for US federal income tax purposes, which could have adverse consequences on US investors. If the Company is classified as a PFIC for any taxable year, holders of Shares that are US taxpayers may be subject to adverse US federal income tax consequences. Further, prospective investors should assume that a "qualified electing fund" election, which, if made, could serve as an alternative to the general PFIC rules and could reduce any adverse consequences to US taxpayers if the Company were to be classified as a PFIC, will not be available because the Company does not intend to provide the information needed to make such an election. A "mark-to-market" election may be available, however, if the Company's Shares are regularly traded. Prospective purchasers of Shares that are US taxpayers are urged to consult with their own tax advisers concerning the US federal income tax considerations associated with acquiring, owning and disposing of Shares in light of their particular circumstances.

The ability of certain persons to hold Shares and make secondary transfers in the future may be restricted as a result of ERISA and other regulatory considerations

Unless otherwise expressly agreed with the Company, each initial purchaser and subsequent transferee of Shares will be required to represent and warrant or will be deemed to represent and warrant that it is not a "benefit plan investor" (as defined in Section 3(42) of ERISA), and that it is not, and is not using assets of, a plan or other arrangement subject to provisions under applicable federal, state, local, non-US or other laws or regulations that are substantially similar to Section 406 of ERISA or Section 4975 of the US Tax Code unless its purchase, holding and disposition of Shares does not constitute or result in a non-exempt violation of any such substantially similar law. In addition, under the Articles, the Board has the power to refuse to register a transfer of Shares or to require the sale or transfer of Shares in certain circumstances, including any purported acquisition or holding of Shares by a benefit plan investor.

The Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. In order to avoid being required to register under the US investment Company Act, the Company has imposed significant restrictions on the transfer of Shares which may materially affect the ability of Shareholders to transfer Shares in the United States or to US Persons.

The Shares will be subject to significant transfer restrictions for investors in certain jurisdictions as well as forced transfer provisions

The Shares have not been registered and will not be registered in the United States under the US Securities Act or under any other applicable securities laws. Moreover, offers and sales of the Shares are only being made outside the United States to non-US Persons (as defined in Regulation S under the US Securities Act), in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S and in the United States or to US Persons only to persons reasonably believed to be "Qualified Institutional Buyers" that are also "Qualified Purchasers".

If at any time the holding or beneficial ownership of any Shares by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as "plan assets" of any benefit plan investor under section 3(42) of ERISA or the US Tax Code; or (ii) would or might result in the Company and/or its Shares and/or any of its appointed investment managers or investment advisers being required to register or qualify under the US investment Company Act, and/or US investment Advisers Act of 1940, as amended and/or the US Securities Act and/or the US Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and/or any laws of any state of the US or other jurisdiction that regulate the offering and sale of securities; or (iii) may cause the Company not to be considered a "foreign private issuer" under the Exchange Act; or (iv) may cause the Company to be a "controlled foreign corporation" for the purpose of the US Tax Code; or (v) creates a significant legal or

regulatory issue for the Company under the US Bank Holding Company Act 1956, as amended or regulations or interpretations thereunder; or (vi) would cause the Company adverse consequences under the foreign account tax compliance provisions of the US Hiring Incentives to Restore Employment Act of 2010, including the Company becoming subject to any withholding tax or reporting obligation (including by reason of the failure of the Shareholder concerned to provide promptly to the Company such information and documentation as the Company may have requested to enable the Company to avoid or minimise such withholding tax or to comply with such reporting obligations), the Directors may require the holder of such Shares to dispose of such Shares and, if the Shareholder does not sell such Shares, may dispose of such Shares on their behalf. These restrictions may make it more difficult for a US Person to hold and Shareholders generally to sell the Shares and may have a material adverse effect on the market value of the Shares.

Part 3

Important Information

GENERAL

No person has been authorised by the Company to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Shares other than those contained in this document and any supplementary prospectus published by the Company prior to Admission and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorised by the Company, the Investment Manager or Investec. Without prejudice to the Company's obligations under the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the Prospectus Regulation and MAR, neither the delivery of this document nor any subscription for, or purchase of, Shares pursuant to the Issue, under any circumstances, creates any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of this document.

Prospective investors should not treat the contents of this document as advice relating to legal, taxation, investment or any other matters. Prospective investors should inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer, conversion, redemption or other disposal of Shares; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer, conversion, redemption or other disposal of Shares which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer, conversion, redemption or other disposal of, or subscription for Shares. Prospective investors must rely upon their own legal advisers, accountants and other financial advisers as to legal, tax, investment or any other related matters concerning the Company and an investment in the Shares.

This document should be read in its entirety before making any application for Shares. All Shareholders are entitled to the benefit of, and are bound by and are deemed to have notice of, the provisions of the Articles.

This document does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction: (i) in which such offer or solicitation is not authorised; or (ii) in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such offer or solicitation. The distribution of this document and the offering of Shares in certain jurisdictions may be restricted and accordingly persons into whose possession this document is received are required to inform themselves about and to observe such restrictions.

This document relates not only to the Issue but also sets out information relating to the Tap Shares. The gross proceeds of the issues of the Tap Shares were £125,937,613 and the aggregate expenses of the issues amounted to approximately £629,688. The net proceeds of £125,307,924 have all been invested in accordance with the Company's investment objective and investment policy.

GUERNSEY REGULATORY INFORMATION

The Company is an authorised closed-ended investment scheme registered pursuant to the POI Law and the Rules.

Each of the Administrator, the Registrar and the Receiving Agent has certain responsibilities under the Money Laundering Regulations to verify the identity of investors. Failure to provide the necessary documentation may result in applications being rejected or in delays in the despatch of documents under the Issue.

FOR THE ATTENTION OF UNITED STATES RESIDENTS

The Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and the Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the US Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in

the United States. There will be no public offer of the Shares in the United States. The Shares are being offered or sold outside the United States to non-US Persons in offshore transactions in reliance on the exemption from the registration requirements of the US Securities Act provided by regulation S thereunder. The Company has not been and will not be registered under the US Investment Company Act and investors will not be entitled to the benefits of the US Investment Company Act.

The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Shares or the accuracy or adequacy of this document. Any representation to the contrary is a criminal offence in the United States and any re-offer or resale of any of the Shares in the United States or to US Persons may constitute a violation of US law or regulation. Any person in the United States who obtains a copy of this document is requested to disregard it.

Service of process and enforceability of civil liabilities

All of the Directors are residents of Guernsey or the UK, and the Company has been incorporated under Guernsey law. Service of process upon Directors and officers of the Company may be difficult to obtain within the United States. Shareholders based in the United States may have difficulties enforcing in courts outside the United States judgments obtained in US courts against some of the Directors or the Company (including actions under the civil liability provisions of the US securities laws). In addition, an award or awards of punitive damages in actions brought in the United States or elsewhere may be unenforceable in Guernsey and the UK.

Shareholder may also have difficulty enforcing liabilities under the US securities laws in legal actions originally brought in jurisdictions located outside the United States.

FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN CANADA, JAPAN, AUSTRALIA OR THE REPUBLIC OF SOUTH AFRICA

The offer and sale of Shares has not been and will not be registered under the applicable securities laws of Canada, Japan, Australia or the Republic of South Africa. Subject to certain exemptions, the Shares may not be offered to or sold within Canada, Japan, Australia or the Republic of South Africa or to any national, resident or citizen of such territories.

FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE UNITED KINGDOM

No Shares have been offered or will be offered pursuant to the Issue to the public in the United Kingdom prior to the publication of a prospectus in relation to the Shares which has been approved by the FCA. For the purposes of this provision, the expression an “**offer to the public**” in relation to the Shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for any Shares and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018. In addition, Shares will only be offered to the extent that the Shares are permitted to be marketed in the UK pursuant to the AIFM Regime.

FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA

In relation to each member state of the European Economic Area (each a “**Relevant State**”), no Shares have been offered or will be offered pursuant to the Issue to the public in that Relevant State prior to the publication of a prospectus in relation to the Shares which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the EU Prospectus Regulation. For the purposes of this provision, the expression an “**offer to the public**” in relation to the Shares in any Relevant State means a communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for any Shares, and the expression “**EU Prospectus Regulation**” means Regulation (EU) 2017/1129. In addition, Shares will only be offered to the extent that the Shares are permitted to be marketed in the Relevant State

pursuant to the EU AIFM Directive or can otherwise be lawfully offered or sold (including on the basis of an unsolicited request from a professional investor) and for the purposes of this provision “**EU AIFM Directive**” shall mean Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers, as amended from time to time.

NOTICE TO PROSPECTIVE INVESTORS IN GUERNSEY

The Issue referred to in this document is available, and is and may be made, and is being provided in or from within the Bailiwick of Guernsey, and this document may be distributed or circulated directly or indirectly in or from within the Bailiwick of Guernsey, only:

- by persons licensed to do so by the GFSC under the POI Law; or
- to persons licensed under the POI Law, the Banking Supervision (Bailiwick of Guernsey) Law, 2020, the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended), the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002 (as amended) or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2020.

The Issue referred to in this document and this document are not available in or from within the Bailiwick of Guernsey other than in accordance with the above paragraphs and must not be relied upon by any person unless made or received in accordance with such paragraphs.

NOTICE TO PROSPECTIVE INVESTORS IN JERSEY

The Issue that is the subject of this document may only be made in Jersey where the offer is valid in the United Kingdom or Guernsey and is circulated in Jersey only to persons similar to those to whom, and in a manner similar to that in which, it is for the time being circulated in the United Kingdom or Guernsey as the case may be. Consent under the Control of Borrowing (Jersey) Order 1958 has not been obtained for the circulation of this offer and it must be distinctly understood that the Jersey Financial Services Commission does not accept any responsibility for the financial soundness of or any representations made in connection with the Company. By accepting this offer each prospective investor in Jersey represents and warrants that he is in possession of sufficient information to be able to make a reasonable valuation of the offer.

Subject to certain exemptions (if applicable), offers for securities in the Company may only be distributed and promoted in or from within Jersey by persons with appropriate registration under the Financial Services (Jersey) Law 1998, as amended. Neither the Company nor the activities of any functionary with regard to the Company are subject to the provisions of the Financial Services (Jersey) Law 1998.

NOTICE TO PROSPECTIVE INVESTORS IN THE ISLE OF MAN

The Issue is available, and is and may be made, in or from within the Isle of Man and this document is being provided in or from within the Isle of Man only:

- by persons licensed to do so under the Isle of Man Financial Services Act 2008; or
- in accordance with any relevant exclusion contained in the Regulated Activities Order 2011 (as amended) or exemption contained in the Financial Services (Exemptions) Regulations 2011 (as amended).

The Issue and this document are not available in or from the Isle of Man other than in accordance with this paragraph and must not be relied upon by any person unless made or received in accordance with this paragraph.

NOTICE TO PROSPECTIVE INVESTORS IN OTHER JURISDICTIONS

The distribution of this document in other jurisdictions may be restricted by law and therefore persons into whose possession this document comes should inform themselves about and observe any such restrictions.

INTERMEDIARIES

Under the Intermediaries Offer, the Shares are being offered to Intermediaries who will facilitate the participation of their retail investor clients (and any member of the public who wishes to become a client of

that Intermediary) located in the United Kingdom, Guernsey, Jersey and the Isle of Man. The Company consents to the use of this document in connection with any subsequent resale or final placement of securities by the Intermediaries in the United Kingdom, Guernsey, Jersey and the Isle of Man on the following terms: (i) in respect of the Intermediaries who have been appointed prior to the date of this document, as listed in paragraph 14 of Part 12 (*General Information*) of this document; and (ii) in respect of the Intermediaries who are appointed after the date of this document, a list of which appears on the Company's website, from the date on which they are appointed to participate in connection with any subsequent resale or final placement of securities and, in each case, until the closing of the period for the subsequent resale or final placement of securities by the Intermediaries at 11.00 a.m. on 1 December 2021, unless closed prior to that date.

The offer period within which any subsequent resale or final placement of securities by the Intermediaries can be made and for which consent to use this document is given commences on 15 November 2021 and closes at 11.00 a.m. on 1 December 2021, unless closed prior to that date (any such prior closure to be announced via a Regulatory Information Service).

Any Intermediary that uses this document must state on its website that it uses this document in accordance with the Company's consent and the conditions attached thereto. Intermediaries are required to provide the terms and conditions of the Intermediaries Offer to any prospective investor who has expressed an interest in participating in the Intermediaries Offer to such Intermediary. Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the financial intermediary.

The Company consents to the use of this document and accepts responsibility for the information contained in this document with respect to subsequent resale or final placement of securities by any financial intermediary given consent to use this document.

Any new information with respect to Intermediaries unknown at the time of approval of this document will be available on the Company's website at ruffer.co.uk/ric.

Further details of the Intermediaries Offer are set out at paragraph 2.4 of Part 10 (*The Issue*) of this document and a list of the Intermediaries authorised as at the date of this document to use this document are set out at paragraph 14 of Part 12 (*General Information*) of this document.

NON-MAINSTREAM POOLED INVESTMENTS AND MIFID II

The Company notes the rules of the FCA on the promotion of non-mainstream pooled investments. The Company conducts its affairs so that the Shares can be recommended by financial advisers to retail investors in accordance with the FCA's rules in relation to non-mainstream pooled investment products. The Shares are excluded from the FCA's restrictions which apply to non-mainstream pooled investment products because the Company would qualify for approval as an investment trust by the Commissioners for HM Revenue and Customs under sections 1158 and 1159 of the Corporation Tax Act 2010 if resident in the United Kingdom.

The Company intends to conduct its affairs so that the Shares can be recommended by financial advisers to retail investors in accordance with the rules on the distribution of financial instruments under The Markets in Financial Instruments Directive II ("**MIFID II**"). The Directors consider that the requirements of Article 57 of the MiFID II delegated regulation of 25 April 2016 will be met in relation to the Shares and that, accordingly, the Shares should be considered "non-complex" for the purposes of MiFID II.

INFORMATION TO DISTRIBUTORS

Solely for the purposes of the product governance requirements contained within PROD 3 of the FCA's Product Intervention and Product Governance Sourcebook (the "**Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the Product Governance Requirements) may otherwise have with respect thereto, the Shares have been subject to a product approval process, which has determined that the Shares to be issued pursuant to the Issue are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in COBS 3.5 and 3.6 of the FCA's Conduct of Business Sourcebook, respectively; and (ii) eligible for distribution

through all distribution channels as are permitted by the Product Governance Requirements (the “**Target Market Assessment**”).

Notwithstanding the Target Market Assessment, distributors should note that: (a) the price of the Shares may decline and investors could lose all or part of their investment; (b) the Shares offer no guaranteed income and no capital protection; and (c) an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Issue.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of the FCA's Conduct of Business Sourcebook; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares.

Each distributor is responsible for undertaking its own Target Market Assessment in respect of the Shares and determining appropriate distribution channels.

PRIIPS REGULATION

In accordance with the PRIIPs Regulation, a Key Information Document in respect of the Shares has been prepared by the Investment Manager and is available to investors at ruffer.co.uk/ric. If you are distributing the Shares, it is your responsibility to ensure that the relevant Key Information Document is provided to any clients that are “retail clients” prior to purchase pursuant to the PRIIPs Regulation.

The Investment Manager is the only manufacturer of the Shares for the purposes of the PRIIPs Regulation and Investec is not a manufacturer for these purposes. Investec makes no representations, express or implied, or accepts any responsibility whatsoever for the contents of any Key Information Document prepared by the Investment Manager nor accepts any responsibility to update the contents of any Key Information Document in accordance with the PRIIPs Regulation, to undertake any review processes in relation thereto or to provide such Key Information Documents to future distributors of Shares. Investec and its Affiliates accordingly disclaim all and any liability whether arising in tort or contract or otherwise which it or they might have in respect of any Key Information Document prepared by the Investment Manager.

DATA PROTECTION

The information that a prospective investor in the Company provides in documents in relation to a subscription for Shares or subsequently by whatever means which relates to the prospective investor (if it is an individual) or a third party individual (“**personal data**”) will be held and processed by the Company (and any third party in Guernsey or the United Kingdom to whom it may delegate certain administrative functions in relation to the Company) in compliance with: (a) the relevant DP Legislation and regulatory requirements applicable in Guernsey and/or the United Kingdom as appropriate; and (b) the Company's privacy notice, a copy of which is available for consultation on the Company's website at ruffer.co.uk/privacy (“**Privacy Notice**”) (and if applicable any other third party delegate's privacy notice).

Without limitation to the foregoing, each prospective investor acknowledges that it has been informed that such information will be held and processed by the Company (or any third party, functionary, or agent appointed by the Company, which may include, without limitation, the Registrar) in accordance with and for the purposes set out in the Privacy Notice which include:

- verifying the identity of the prospective investor to comply with statutory and regulatory requirements in relation to anti-money laundering procedures;
- carrying out the business of the Company and the administering of interests in the Company; and
- meeting the legal, regulatory, reporting and/or financial obligations of the Company in Guernsey, the United Kingdom or elsewhere or any third party functionary or agent appointed by the Company.

Where necessary to fulfil the purposes set out above and in the Privacy Notice, the Company (or any third party, functionary, or agent appointed by the Company, which may include, without limitation, the Registrar) will:

- disclose personal data to third party service providers, affiliates, agents or functionaries appointed by the Company or its agents to operate and administer the Company; and
- transfer personal data outside of Guernsey to countries or territories which do not offer the same level of protection for the rights and freedoms of prospective investors in Guernsey, provided that suitable safeguards are in place for the protection of such personal data, details of which shall be set out in the Privacy Notice or otherwise notified from time to time.

The foregoing processing of personal data is required in order to perform the contract with the prospective investor, to comply with the legal and regulatory obligations of the Company or otherwise is necessary for the legitimate interests of the Company.

If the Company (or any third party, functionary or agent appointed by the Company, which may include, without limitation, the Registrar) discloses personal data to such a third party, agent or functionary and/or makes such a transfer of personal data it will ensure that adequate safeguards are in place for the protection of such personal data, details of which shall be set out in the Privacy Notice or otherwise notified from time to time.

Prospective investors are responsible for informing any third party individual to whom the personal data relates of the disclosure and use of such data in accordance with these provisions. Individuals have certain rights in relation to their personal data; such rights and the manner in which they can be exercised are set out in the Privacy Notice.

PRESENTATION OF FINANCIAL INFORMATION

The financial statements of the Company referred to in this document have been prepared in accordance with the requirements of IFRS, the Listing Rules, the Companies Law and other applicable law. All future financial information for the Company will be prepared under IFRS and applicable law.

Certain financial and statistical information contained in this document has been rounded to the nearest whole number or the nearest decimal place. Therefore, the actual arithmetic total of the numbers in a column or row in a certain table may not conform exactly to the total figure given for that column or row. In addition, certain percentages presented in the tables in this document reflect calculations based upon the underlying information prior to rounding, and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based upon the rounded numbers.

None of the financial information used in this document has been prepared in accordance with US Generally Accepted Accounting Principles ("**US GAAP**") or audited in accordance with auditing standards generally accepted in the United States of America ("**US GAAS**") or auditing standards of the Public Company Accounting Oversight Board (United States) ("**PCAOB**"). US GAAS and the auditing standards of the PCAOB do not provide for the expression of an opinion on accounting standards which have not been finalised and are still subject to modification, as is the case with accounting standards as adopted for use in the EU and included in the financial statements of the Company referred to in this document. Accordingly, it would not be possible to express any opinion on the financial statements of the Company referred to in this document under US GAAS or the auditing standards of the PCAOB. In addition, there could be other differences between the auditing standards issued by the Financial Reporting Council in the United Kingdom and those required by US GAAS or the auditing standards of the PCAOB. Potential investors should consult their own professional advisers to gain an understanding of the financial statements of the Company referred to in this document and the implications of differences between the auditing standards noted herein.

The financial information included in this document is not intended to comply with the US Securities and Exchange Commission reporting requirements. Compliance with such requirements would entail the modification, reformulation or exclusion of certain financial measures and changes to the presentation of certain other information. No reconciliation to US GAAP is provided in this document.

PRESENTATION OF MARKET AND OTHER DATA

Market and economic data used throughout this document is sourced from various independent sources. The Company confirms that such data has been accurately reproduced and, so far as the Company is

aware and is able to ascertain from information published from such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

CURRENCY PRESENTATION

Unless otherwise indicated, all references in this document to “£”, “pence” or “GBP” are to the lawful currency of the UK, all references in this document to “Euro” or “€” are to the currency adopted by those nations participating in the third stage of the economic and monetary union provisions of the Treaty on European Union, signed at Maastricht on 7 February 1992 and all references in this document to “US\$” are to the lawful currency of the United States.

DEFINITIONS

Capitalised terms contained in this document shall have the meanings ascribed to them in Part 16 (*Definitions*) of this document, save where the context indicates otherwise.

EUROPEAN UNION LEGISLATION

If and when a European Union instrument is incorporated into the law of the United Kingdom, a reference to that European Union instrument in this document shall, except where the context requires otherwise, mean the European Union instrument as so incorporated and any enactment, statutory provision or subordinate legislation that from time to time (with or without modifications) re-enacts, replaces or consolidates it for the purposes of the law of the United Kingdom.

WEBSITE

Without limitation, neither the contents of the Company’s or the Investment Manager’s or Investec’s website (or any other website) nor the content of any website accessible from hyperlinks on the Company’s or the Investment Manager’s website (or any other website) is incorporated into, or forms part of this document, or has been approved by the FCA. Investors should base their decision whether or not to invest in the Shares on the contents of this document and any supplementary prospectus published by the Company prior to Admission alone.

GOVERNING LAW

Unless otherwise stated, statements made in this document are based on the law and practice currently in force in England and Wales and/or the law and practice of the Island of Guernsey (as relevant) and are subject to changes therein.

FORWARD LOOKING STATEMENTS

This document contains forward looking statements, including, without limitation, statements containing the words “believes”, “estimates”, “anticipates”, “expects”, “intends”, “may”, “might”, “will” or “should” or, in each case, their negative or other variations or similar expressions. Such forward looking statements involve unknown risks, uncertainties and other factors which may cause the actual results, financial condition, performance or achievement of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward looking statements. These forward looking statements speak only as at the date of this document. Subject to its legal and regulatory obligations (including under the Prospectus Regulation Rules), the Company expressly disclaims any obligations to update or revise any forward looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based unless required to do so by law or any appropriate regulatory authority, including FSMA, the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the Prospectus Regulation and MAR.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in paragraph 9 of Part 12 (*General Information*) of this document.

Part 4

Expected Timetable, Statistics, Dealing Codes and LEI

1 EXPECTED TIMETABLE

Open Offer

Record date for entitlements under the Open Offer	Close of business on 10 November 2021
Open Offer Application Forms despatched to Qualifying Non-CREST Shareholders	15 November 2021
Existing Shares marked “ex” by the London Stock Exchange	8.00 a.m. on 15 November 2021
Basic Entitlements and Excess CREST Open Offer Entitlements credited to stock accounts in CREST (Qualifying CREST Shareholders only)	As soon as practicable after 8.00 a.m. on 16 November 2021
Recommended latest time for requesting withdrawal of Basic Entitlements from CREST (i.e. if your Basic Entitlements are in CREST and you wish to convert them to certificated form)	4.30 p.m. on 25 November 2021
Latest time and date for depositing Basic Entitlements into CREST	3.00 p.m. on 26 November 2021
Latest time and date for splitting of Open Offer Application Forms (to satisfy <i>bona fide</i> market claims only)	3.00 p.m. on 29 November 2021
Latest time and date for receipt of completed Open Offer Application Forms and payment in full under the Open Offer or settlement of relevant CREST instructions (as appropriate)	11.00 a.m. on 1 December 2021

Offer for Subscription and Intermediaries Offer

Offer for Subscription and Intermediaries Offer open	15 November 2021
Latest time and date for receipt of completed Offer for Subscription Application Forms and payment in full under the Offer for Subscription	11.00 a.m. on 1 December 2021
Latest time and date for applications from the Intermediaries in respect of the Intermediaries Offer ⁽¹⁾	11.00 a.m. on 1 December 2021 ⁽¹⁾

Other key dates

Latest time and date for receipt of Forms of Proxy	12.15 p.m. on 1 December 2021
General Meeting	12.15 p.m. on 3 December 2021 (or as soon as practicable thereafter as the 2021 AGM shall have been concluded or adjourned)
Announcement of the results of the Issue	2 December 2021
Admission of and commencement of dealings in the Shares issued pursuant to the Issue	8.00 a.m. on 6 December 2021
Crediting of CREST stock accounts in respect of the Shares issued pursuant to the Issue	as soon as practicable after 8.00 a.m. on 6 December 2021
Where applicable, definitive share certificates despatched in respect of the Shares issued pursuant to the Issue ⁽²⁾	within 10 Business Days of Admission

⁽¹⁾ Applicants under the Intermediaries Offer are advised to check with their Intermediary as certain Intermediaries will close their offer period sooner in the day.

⁽²⁾ Underlying applicants who apply to Intermediaries for Shares under the Intermediaries Offer will not receive share certificates.

The dates and times specified above are subject to change subject to agreement between the Company, the Investment Manager and Investec. All references to times in this document are to London time unless otherwise stated. Any changes to the expected timetable will be notified by the Company via a Regulatory Information Service.

2 STATISTICS

Number of existing Shares in issue ⁽¹⁾	224,763,416
Issue Price per Share	296.5 pence
Maximum number of new Shares to be issued ⁽²⁾	56,190,854
New Shares to be issued as a percentage of the existing Shares ^{(3),(4)}	25.0 per cent.
Number of Shares in issue immediately following Admission ^{(3),(4)}	280,954,270
New Shares to be issued as a percentage of the Enlarged Share Capital ^{(3),(4)}	20.0 per cent.
Gross Proceeds to be received by the Company ^{(2),(3),(4)}	£166.6 million
Net Proceeds to be received by the Company ^{(2),(3),(4)}	£165.2 million

⁽¹⁾ As at 12 November 2021, being the latest practicable date prior to the publication of this document.

⁽²⁾ There is no minimum number of Shares to be issued pursuant to the Issue. The number of Shares to be issued pursuant to the Issue, and therefore the Gross Proceeds and the Net Proceeds of the Issue, are not known as at the date of this document but will be notified by the Company via a Regulatory Information Service prior to Admission. If the Issue does not proceed, subscription monies received will be returned without interest (at the risk of the applicant) to the applicant from whom the money was received, within 14 calendar days. In the event that such dates change, the Company will notify investors who have applied for Shares of changes to the timetable either by post, by electronic mail or by the publication of a notice through a Regulatory Information Service.

⁽³⁾ Assuming no Shares issued between the date of this document and Admission.

⁽⁴⁾ Assuming 56,190,854 new Shares are issued pursuant to the Issue.

3 DEALING CODES AND LEI

The dealing codes for the Shares are as follows:

ISIN	GB00B018CS46
SEDOL	B018CS4
TIDM	RICA
ISIN – Basic Entitlement	GG00BKMQQX02
SEDOL – Basic Entitlement	BKMQQX0
ISIN – Excess CREST Open Offer Entitlements	GG00BKMQQY19
SEDOL – Excess CREST Open Offer Entitlements	BKMQQY1

The LEI for the Company is 21380068AHZKY7MKNO47.

Part 5

Directors, Secretary and Advisers

Directors	Christopher Russell (<i>Independent Non-Executive Chair</i>) Jill May (<i>Independent Non-Executive Director and Senior Independent Director</i>) Shelagh Mason (<i>Independent Non-Executive Director</i>) David Staples (<i>Independent Non-Executive Director</i>) Nicholas Pink (<i>Independent Non-Executive Director</i>) all of the registered office below:
Registered office	Sarnia House Le Truchot St Peter Port Guernsey GY1 1GR
Investment Manager	Ruffer AIFM Limited 80 Victoria Street London SW1E 5JL
Sponsor and Financial Adviser	Investec Bank plc 30 Gresham Street London EC2V 7QP
Company Secretary and Administrator	Praxis Fund Services Limited Sarnia House Le Truchot St Peter Port Guernsey GY1 1GR
Solicitors to the Company (as to English law)	Gowling WLG (UK) LLP 4 More London Riverside London SE1 2AU
Advocates to the Company as to Guernsey law	Mourant Ozannes (Guernsey) LLP Royal Chambers St Julian's Avenue St Peter Port Guernsey GY1 4HP
Solicitors to the Sponsor and Financial Adviser	Dentons UK and Middle East LLP One Fleet Place London EC4M 7WS
Reporting Accountants	BDO LLP 55 Baker Street London W1U 7EU
Auditor	Deloitte LLP Regency Court Gategny Esplanade St Peter Port Guernsey GY1 3HW

Registrar	Computershare Investor Services (Guernsey) Limited 3rd Floor NatWest House Le Truchot St Peter Port Guernsey GY1 1WD
Receiving Agent	Computershare Investor Services PLC Corporate Actions Projects Bristol BS99 6AH
Custodian and Depositary	Northern Trust (Guernsey) Limited Trafalgar Court Les Banques St Peter Port Guernsey GY1 3DA

Part 6

The Company

1 INTRODUCTION

Ruffer Investment Company Limited was incorporated in Guernsey as a non-cellular company limited by shares on 1 June 2004 with the objective of achieving a positive total annual return, after all expenses, of at least twice the Bank of England base rate. The Company is domiciled in Guernsey. The Company operates under the Companies Law and ordinances and regulations made thereunder and, following the passing of a continuation resolution at the annual general meeting of the Company held on 8 November 2007, has an indefinite life. The Shares are admitted to the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities.

As at 9 November 2021, (being the latest practicable date prior to the publication of this document) the Company had unaudited net assets of £649,746,194 and a market capitalisation of £678,003,150. Since its initial public offering, the Company has paid or declared cumulative dividends amounting to 42.5 pence per Share.

The Net Asset Value total return per Share of the Company over the year to 30 September 2021 was 15.4 per cent., the NAV per Share rising from 246.22 pence to 283.24 pence. The Share price total return was 19.9 per cent. The Share price moved from a discount to NAV per Share of 2.3 per cent. to a premium of 2.4 per cent. over the period. The compound annualised NAV total return per Share to 30 September 2021 since the Company's launch in July 2004 was 261.8 per cent. The Company has paid semi-annual dividends. Further information on the Portfolio is set out in Part 7 (*The Portfolio*) of this document.

The Company has an independent Board of non-executive directors and has engaged Ruffer AIFM Limited, a private limited company incorporated in England and Wales, which is authorised and regulated in the UK by the FCA, as the Company's AIFM to provide portfolio and risk management services to the Company. The Investment Manager is a wholly-owned subsidiary of Ruffer LLP.

Ruffer LLP has been looking after investments for institutions, pension funds, charities, financial planners and private clients, in the UK and internationally since 1994. With £23.2 billion assets under management as at 30 September 2021, Ruffer LLP has a 26 year track record of 9.0 per cent. net annualised returns¹. The Ruffer team, based in four offices in London, Edinburgh, Paris and Guernsey, comprises over 350 employees of various disciplines. Further information on Ruffer LLP and its group is set out in Part 9 (*Directors, Investment Manager and Administration*) of this document.

2 TAP SHARES AND THE ISSUE

2.1 The Tap Shares

Since February 2021, the Shares have generally traded at a premium to the Net Asset Value per Share indicating an ongoing demand for the Shares in the market. In order to satisfy this demand and manage the premium so as not to disadvantage long-term investors in the Company wishing to acquire Shares, the Company has issued 43,975,000 Tap Shares in the period from the 2020 AGM to 12 November 2021 (being the latest practicable date prior to the publication of this document) at an average price of 286.38 pence per Share and at an average 1.77 per cent. premium to the Net Asset Value per Share at the time of issue. Accordingly, the authorities granted at the 2020 AGM and the 2021 EGMs have been substantially utilised with a balance of 15,335,523 Shares remaining to be issued under the existing Second 2021 EGM authority. The Directors are also seeking additional Shareholder authority at the 2021 AGM to issue and/or sell from treasury Shares representing a further 10 per cent. of the issued share capital of the Company for cash on a non-pre-emptive basis as at that date.

¹ Cumulative performance 30 June 1995 to 30 September 2021, in pounds sterling. Ruffer's representative portfolio is an unconstrained segregated portfolio following Ruffer's investment approach. Ruffer performance is shown after deduction of all fees and management charges, and all figures include reinvested income. Annual performance, year to: 30 September 2017 0.3 per cent., 30 September 2018 1.0 per cent., 30 September 2019 0.4 per cent., 30 September 2020 11.1 per cent., 30 September 2021 14.8 per cent. Past performance is not a reliable indicator of future performance.

The Board remains cognisant of the need to comply with the requisite provisions of the Prospectus Regulation when issuing new Shares and, more particularly, the rolling requirement that the Company should not issue more than 20 per cent. of its share capital during any preceding twelve-month period without having published a prospectus. Accordingly, in addition to the issue of Shares pursuant to the Issue, this document is also being published in order to 'reset' the Company's 20 per cent. capacity to issue further Shares by way of tap issue afforded under the Prospectus Regulation.

Paragraph 3.3 of Part 12 (*General Information*) of this document sets out further details of the Tap Shares that have been issued.

2.2 The Issue

The Issue, which comprises the Open Offer, Offer for Subscription and Intermediaries Offer is subject to a maximum of, in aggregate, 56,190,854 Shares. The Issue has not been underwritten. There is no minimum size of the Issue.

The Issue is conditional, *inter alia*, on: (i) Admission having become effective on or before 8.00 a.m. on 6 December 2021 or such later time and/or date as the Company, the Investment Manager and Investec may agree (being not later than 8.00 a.m. on 31 December 2021); (ii) the passing of the Resolution at the General Meeting; and (iii) the Sponsor Agreement becoming wholly unconditional in respect of the Issue (save as to Admission) and not having been terminated in accordance with its terms at any time prior to Admission.

The total number of Shares to be issued pursuant to the Issue, and therefore the Gross Proceeds, are not known as at the date of this document but will be notified by the Company via a Regulatory Information Service announcement prior to Admission.

The Company values its retail investor base and, given the Tap Shares are only able to be acquired by institutional investors, is providing its retail investor base and other private and institutional investors in the UK, Guernsey, Jersey and the Isle of Man with the opportunity to participate in the Issue.

Further details about the Issue are set out in Part 10 (*The Issue*) of this document.

The Open Offer

Under the Open Offer 56,190,854 Shares will be made available to Qualifying Shareholders at the Issue Price *pro rata* to their holdings of Existing Shares, on and subject to the terms and subject to the Terms and Conditions of the Open Offer set out in this document on the basis of:

1 new Share for every 4 Existing Shares

held and registered in their name at the Record Date.

The balance of the Shares to be made available under the Issue, together with any Shares not taken up pursuant to the Open Offer, will be made available under the Excess Application Facility, the Offer for Subscription and the Intermediaries Offer.

The latest time and date for acceptance and payment in full in respect of the Open Offer will be 11.00 a.m. on 1 December 2021. Valid applications under the Open Offer will be satisfied in full up to an applicant's Basic Entitlement.

Further details of the Open Offer are set out in Part 10 (*The Issue*) of this document and the terms and conditions of application under the Open Offer are set out in Part 13 (*Terms and Conditions of the Open Offer*) of this document and, in the case of Qualifying Non-CREST Shareholders, the Open Offer Application Form. These terms and conditions should be read carefully before an application is made. Shareholders who are in any doubt about the Open Offer arrangements should consult their independent financial adviser.

The Offer for Subscription

The Company is making an offer of Shares pursuant to the Offer for Subscription at the Issue Price, subject to the Terms and Conditions of Application under the Offer for Subscription as set out in Part 14 of this document. The Terms and Conditions of Application under the Offer for Subscription and the Offer for Subscription Application Form set out at the Appendix to this document should be read carefully before an application is made. Investors should consult their independent financial adviser if they are in any doubt about the contents of this document or the acquisition of Shares.

The Offer for Subscription is being made in the UK, Guernsey, Jersey and Isle of Man only.

The Intermediaries Offer

Investors may also subscribe for Shares at the Issue Price pursuant to the Intermediaries Offer.

In connection with the Offer for Subscription, Investec will appoint certain Intermediaries to market the Shares to potential retail investors in the United Kingdom. The Intermediaries who have been appointed by Investec will be listed on the Company's website.

Each Intermediary will on appointment agree to the Intermediaries Terms and Conditions, which regulate, *inter alia*, the conduct of the Intermediaries in relation to the offering of Shares on market standard terms and provide for the payment of commission to any such Intermediaries that elect to receive commission from Investec.

Only the Intermediaries' retail investor clients in the United Kingdom, Guernsey, Jersey and the Isle of Man are eligible to participate in the Intermediaries Offer. Investors may apply to any of the Intermediaries to be accepted as their client. The latest time and date for applications from the Intermediaries in respect of the Intermediaries Offer is 11.00 a.m. on 1 December 2021. Applicants under the Intermediaries Offer are advised to check with their Intermediary as certain Intermediaries will close their offer period sooner in the day.

3 BACKGROUND TO, REASONS FOR AND THE BENEFITS OF THE TAP SHARES AND THE ISSUE AND USE OF PROCEEDS

The Directors believe that the issue of the Tap Shares and any Share issuance pursuant to the Issue should continue to yield the following principal benefits for the Company and Shareholders:

- maintenance of the Company's ability to issue Shares to meet ongoing demand in the market in order to provide effective management of the premium to Net Asset Value per Share at which the Shares may trade so as to ensure that long-term investors who regularly acquire Shares are not disadvantaged;
- an increase in the size of the Company, thereby spreading operating costs over a larger capital base which should reduce the ongoing charges ratio;
- improvement of liquidity in the market for the Shares; and
- facilitate the ability of the Company's retail investor base to acquire Shares.

The Directors intend to use the net proceeds of the Issue to purchase investments which are consistent with the Company's investment objective and investment policy.

4 INVESTMENT OBJECTIVE AND INVESTMENT POLICY

Investment objective

The principal objective of the Company is to achieve a positive total annual return, after all expenses, of at least twice the Bank of England base rate.

The Company predominantly invests in internationally listed or quoted equities or equity-related securities (including convertibles) or bonds which are issued by corporate issuers, supra-nationals or government organisations. Where appropriate collective investment schemes will also be used to gain exposure to these assets.

Investment policy

The Company invests across a broad range of assets, geographies and sectors to achieve its objective. This allocation will change over time to reflect the risks and opportunities identified by the Investment Manager across global financial markets, with an underlying focus on capital preservation. The allocation of the portfolio between different asset classes will vary from time to time so as to enable the Company to achieve its objective. There are no restrictions on the geographical or sectoral exposure of the portfolio (except those restrictions noted below).

In selecting investments, the Company does not adopt any investment weightings by reference to any benchmark. Both the Board and the Investment Manager believe that the adoption of any index related investment style would inhibit the ability of the Company to deliver its objective.

The universe of equity, equity related securities or bonds in which the Company may invest is wide and may include companies domiciled in, and bonds issued by entities based in, non-European countries, including countries that are classed as emerging or developing. This may result in a significant exposure to currencies other than pound sterling. Where appropriate, the Investment Manager will also use in-house funds to gain exposure to certain asset classes.

Borrowing and gearing policy

It is not intended for the Company to have any structural gearing. The Company has the ability to borrow up to 30 per cent. of the NAV at any time for short term or temporary purposes, as may be necessary for settlement of transactions, to facilitate share redemption or to meet ongoing expenses.

Use of derivatives

The Company may use derivatives, including (but not limited to) futures, options, swap agreements, structured products, warrants and forward currency contracts, for investment and efficient portfolio management purposes.

Investment restrictions

The proportion of the portfolio invested into companies based in emerging or developing countries will be limited, at the time of any investment, to below 15 per cent. of the Company's gross assets.

The Directors have determined that the Company will engage in currency hedging where the Investment Manager considers such hedging to be in the interests of efficient portfolio management.

Total exposure to any single counterparty in the management of cash and the use of derivatives, should not exceed 15 per cent. of the Company's gross assets.

The Directors have determined that no more than 15 per cent. in aggregate of the Company's gross assets at the time of acquisition will be invested in listed investment companies (including investment trusts), with a maximum of 10 per cent. of gross assets invested in investment companies not having stated investment policies allowing them to invest no more than 15 per cent. of their own gross assets in other UK listed investment companies (including investment trusts).

Breach of investment policy

In the event of a breach of the investment objective and/or investment policy set out above, a notification will be made to a Regulatory Information Service if the Directors consider the breach to be material.

Material change to investment objective and/or investment policy

In accordance with the requirements of the FCA, any material changes in the Company's investment objective and/or investment policy set out above will require the approval of Shareholders by way of an ordinary resolution at a general meeting.

5 COMPETITIVE STRENGTHS

The Directors believe that the Company has a number of competitive strengths, including:

- The absence of an index-based benchmark ensures that only the highest conviction ideas are incorporated into the investment strategy. There is no pressure to mirror a benchmark or be subject to the perverse incentive of trying to do less badly than a falling index-related benchmark.
- The Investment Manager's parent company, Ruffer LLP, is a privately owned partnership controlled by partners working in the business. This aligns its interests with the Shareholders as there is no incentive or pressure to grow in an unsustainable manner nor to chase performance in fashionable but overvalued asset classes. It also contributes to a high level of staff retention.
- The Investment Manager has a good track record of producing positive returns with low volatility in a variety of market conditions and historically has done well at inflection points in markets.
- The Investment Manager has a good track record of integrating macro-economic views with effective stock specific research.
- The strength of compounding has had a powerful effect on long-term performance of the Company. By minimising drawdowns in falling markets the Company has been able to deploy capital into severely depressed assets and benefit from the subsequent recovery.
- The Company typically has a low (and sometimes negative) correlation to other asset classes making it a true diversifier for Shareholders. Many aspects of people's lives are aligned with the economic cycle (earned income, job security, asset values) and so an investment that is a-cyclical can be beneficial in a crisis.
- The Investment Manager has a fully integrated approach to responsible investing. This includes a dedicated ESG team who manage engagement with individual companies and oversee collaboration with other investors. Detailed reporting on voting and engagement activity is available to investors.

6 INVESTMENT STRATEGY

In order to achieve the investment objective the Company seeks to create a balance of offsetting investments, that is, protective and growth assets (as described below). The starting point for asset allocation is based on the Investment Manager's view of prevailing risks and opportunities in financial markets, rather than any pre-determined benchmark or asset class ranges.

For protective assets (such as debt securities, gold investments, derivatives for hedging strategies and cash), the Investment Manager translates risks into investment opportunities by identifying asset classes that may benefit from an occurrence of risk events. Growth assets (such as equities and equity related securities) are the Investment Manager's view on the best opportunities available globally and allocations may be geographic, thematic or special situations.

Security selection is the result of fundamental analysis with the Investment Manager seeking to identify opportunities that offer asymmetric risk-reward. The analysis can include, but may not be limited to, an assessment of a company's markets, product/service offering, competitive position, financial strength, the competence of its management and ESG considerations.

7 DIVIDEND POLICY AND TARGET RETURNS

The Board's policy is to pay dividends semi-annually, which are typically declared in September and March, with an objective of distributing a minimum of 85 per cent. of the Company's revenue each year.

Dividends will only be paid from the Company's revenue account and not from capital. Dividend payments by the Company will depend on the income stream generated by the underlying investments in the Company's investment portfolio and therefore no assurance can be given that dividends will continue to be paid.

The payment of any dividend by the Company is subject to the satisfaction of a solvency test as required by the Companies Law, whereby the Board must be satisfied on reasonable grounds that the Company will, immediately after payment of any dividend, be able to pay its debts as they become due and that the value of the Company's assets would be greater than the value of its liabilities.

The Board has the discretion to increase or reduce the dividend, or not to declare a dividend, as appropriate in consideration of the financial position of the Company.

Investors should note that the declaration and payment frequency of dividends are not profit forecasts. There may be a number of factors that adversely affect the Company's ability to declare and pay a dividend and there can be no assurance that any dividend will be paid. This should not be seen as an indication of the Company's expected or actual results or returns. Accordingly, investors should not assume that the Company will make any distributions at all in deciding whether to invest in the Shares.

8 ENVIRONMENTAL AND SOCIAL GOVERNANCE (ESG)

Whilst the Company has a limited carbon footprint in respect of its day-to-day activities, the Board notes that the Investment Manager recognises that responsible investing is core to its longer-term business success, and actively integrates ESG issues into its investment process pursuant to Ruffer's responsible investment policy.

Amongst other things, Ruffer is a signatory to the UN Principles for Responsible Investment (PRI), to Climate Action 100+, to the Transition Pathway Initiative and the Institutional Investors Group on Climate Change (IIGCC). The Investment Manager regularly engages with portfolio companies and advocates for change where appropriate. It recognises that ESG factors are a source of both opportunity and risk at the macro- and micro-economic level.

A number of environmental initiatives have been introduced by the Board and the Administrator, as follows:

- minimising printing of Board materials;
- deemed consent from Shareholders to accept electronic copies of documents;
- use of recycled paper for annual and interim reports for shareholders requiring hard copies; and
- use of recycled Woodland Trust printer paper by the Administrator, which funds new UK woodland.

In addition, the Board is looking into various carbon reducing and offsetting initiatives including carbon balancing the travel of the Directors, the Investment Manager and other agents of the Company, increased virtual attendance at Board meetings and investigating a virtual or hybrid AGM.

Approach

ESG considerations are fully integrated into Ruffer's investment process. Ruffer has one investment approach and conducts its own research, which means it can systematically integrate ESG considerations across its whole research and investment process. Ruffer's ESG approach is designed to identify material risks and opportunities that could impact its investments. Its decision to invest in companies is based on both fundamental and ESG analysis and Ruffer uses a wide range of data sources to inform its analysis.

Ruffer's investment approach is an iterative process, and its ESG analysis informs its active stewardship activities through engagement and voting:

- **Macro:** understanding long term trends, risks and opportunities such as climate change
- **Micro:** in-depth research conducted by analysts and Ruffer's specialist responsible investment team
- **Stewardship:** voting, engagement and collaboration
- **Stakeholders:** engaging with stakeholders through industry initiatives

Stewardship: voting and engagement

To act as responsible stewards of its investors' assets, Ruffer uses its judgement to determine when to engage and how to vote at shareholder meetings to best protect the interests of its investors while being cognisant of the impact on all stakeholders.

Engagement improves Ruffer's understanding of the material ESG risks a company faces and can help those companies improve their performance, which is likely to result in superior outcomes and returns for

Ruffer's investors. Ruffer engages independently or through collaborative initiatives, such as the Institutional Investors Group on Climate Change (IIGCC), Climate Action 100+ and the Investor Mining and Tailings Safety Initiative.

In fixed-income, Ruffer invests predominantly in government bonds and endeavours to engage in policy decision-making through industry bodies such as the IIGCC and the Investment Association, particularly on climate change issues, and has responded to multiple consultations in recent years in relation to the European Commission's Action Plan on Sustainable Finance, as well as the UK Treasury Select Committee's Decarbonisation Inquiry.

The progress of Ruffer's engagement is incorporated into its investment theses and informs its investment decision-making and voting activity.

Voting

Ruffer takes seriously the opportunity to vote, as it enables Ruffer to encourage boards and management teams to consider and address areas that they are concerned about. It is Ruffer's policy to vote on Annual General Meeting (AGM) and Extraordinary General Meeting (EGM) resolutions, including shareholder resolutions, as well as corporate actions, and Ruffer votes on all shareholdings in the companies held within the Company's portfolio.

Research analysts, supported by Ruffer's responsible investment team, review the relevant issues on a case-by-case basis and exercise their judgement, based on their in-depth knowledge of the company. Ruffer has internal voting guidelines as well as access to proxy voting research, currently from Institutional Shareholder Services (ISS), to assist the analysts in their assessment of resolutions and the identification of contentious issues. Although Ruffer is cognisant of proxy advisers' voting recommendations, in general, it does not delegate or out-source its stewardship activities when deciding how to vote on its clients' shares.

If there are any controversial resolutions, a discussion is convened with senior investment staff and, if agreement cannot be reached, there is an option to escalate the decision to the Head of Research or the Chief Investment Officer. Ruffer looks to discuss with companies any relevant or material issue that could impact on an investment, asking for additional information or an explanation, if necessary, to inform its voting discussions. If Ruffer decides to vote against the recommendations of management, it will endeavour to communicate this decision to the company before the vote along with its explanation for doing so.

Reporting

Since 2015, Ruffer has published an annual report, which presents its approach to responsible investment and stewardship activities. The report includes aggregated quantitative and qualitative voting data with explanations of its voting rationale. It also includes detailed case studies in relation to its engagement activities and an overview of the engagement themes that were prevalent throughout the year. In addition, Ruffer publishes a quarterly responsible investment report and a stewardship activities report.

Climate change

Ruffer considers climate change related risks and opportunities for all its investments. The effects of climate change can be felt in all regions of the world with profound social, economic, environmental and political implications. Markets do not yet seem to be accounting appropriately for these changes, which creates both risks and opportunities. Over the past year, Ruffer has intensified its engagements with companies on climate change to encourage them to adapt their business models to align with the transition to a low-carbon economy. Ruffer also closely monitors and looks to reduce the carbon footprint of its own business and has been certified as carbon neutral since 2017.

9 VALUATION POLICY

9.1 The Articles provide that the Net Asset Value of the Company shall be equal to the value as at the relevant Valuation Point of all the assets, less all the liabilities of the Company, calculated on the basis set out below. The assets of the Company shall be deemed to include the following:

- (a) all cash on hand, on loan or on deposit, or on call including any interest accrued thereon;

- (b) all treasury bills, demand notes, promissory notes and accounts receivable;
- (c) all shares, stocks, units, participations, warrants, bonds, time notes, debenture stock, subscription rights, options, futures contracts and other investments and securities owned or contracted for by the Company, other than rights and securities issued by it;
- (d) all stock and cash dividends and cash distributions to be received by the Company and not yet received by it but declared payable to stockholders of record on a date before the day as of which the assets are being valued;
- (e) all interest accrued on any interest-bearing securities owned by the Company;
- (f) unrealised profits on open contracts; and
- (g) all other assets of the Company of every kind and nature including any claims for repayment of any taxation levied on capital (including capital gains) or on income accrued before the Valuation Point and prepaid expenses as valued and defined from time to time by the Directors.

9.2 Any expense or liability of the Company may be amortised over such period as the Directors may determine (and the Directors may at any time and from time to time determine to lengthen or shorten any such period) and the unamortised amount thereof at any time shall also be deemed to be an asset of the Company.

9.3 The investments of the Company shall be valued as follows:

- (a) subject to paragraph 9.5, assets listed, quoted or dealt in on a recognised securities exchange (including financial futures, warrants and rights expressed by reference to stock indices) are to be valued at the market dealing price, at the last close of business before the Valuation Point on the recognised securities exchange which, in the opinion of the Directors, is the principal recognised securities exchange on which the asset in question is listed, quoted or dealt in. If separate bid and offer prices are quoted, the price to be adopted for calculating the Net Asset Value shall be the bid price;
- (b) deposits shall be valued at their principal amount plus accrued interest from the date of acquisition;
- (c) certificates of deposit acquired at their nominal value shall be valued at cost plus accrued interest from the date of acquisition on the nominal value at the coupon rate;
- (d) certificates of deposit acquired at a discount or premium on the sum of the nominal value and accrued interest at the date of acquisition shall be valued at their cost plus accrued interest from the date of acquisition on the nominal value at the coupon rate, and adjusted by an amount equal to the discount or premium at which they were acquired divided by the number of days unexpired at the date of acquisition and multiplied by the number of days elapsed from the date of acquisition to the date as of which the assets are being valued;
- (e) the value attributed to any open futures position will be the amount calculated by reference to the settlement price on the principal futures exchange on which that future is being traded after deduction of any commission or charge that would be incurred in liquidating that future at the settlement price on the relevant day. If any future cannot be valued by reference to the settlement price on that day due to the operation of daily limits or other rules of the market on which that future is traded, then the value of that future will be the value which is attributed to it by the Manager after obtaining such professional advice as the Manager thinks fit;
- (f) in relation to any future which is a forward contract for a currency other than sterling which is not traded on a futures exchange, the value of any particular contract will be the average between the lowest offered price and the highest bid price at the close of business on the relevant day of the banker or broker through whom the contract is traded;
- (g) investments in unit trusts or other forms of collective investment schemes will be valued at the latest available mid-market price or valuation quoted by the manager or, as the case may be, the administrator of the unit trust or scheme in question;
- (h) any treasury bills and other government obligations held for margin deposits and any interest and exchange rate contracts will be valued at their market value,

provided that if in the case of any investment the Directors at any time consider that the above basis of valuation is inapplicable or that the value determined in accordance with the foregoing principles is unfair they shall be entitled to substitute what in their opinion is a fair value thereof (or different values for the purpose of calculating offer prices and bid prices).

- 9.4 Notwithstanding the foregoing, where at the time as of which the assets are being valued any investment of the Company has been realised or unconditionally contracted to be realised there shall be included in the assets of the Company in place of such investment the net amount receivable by the Company in respect thereof provided that if the net amount receivable is not payable until some further time after the time as of which the assets are being valued the Directors may make such allowance as they consider appropriate.
- 9.5 Notwithstanding the rules in paragraph 9.3, where an option subsists for another person to purchase an asset from the Company or for the Company to sell an asset to another person, but such option has not been exercised, the value of the asset concerned shall be taken to be the price at which the option is exercisable, at any time at which such price is (in the case where another person is entitled to purchase) lower than, or (in the case where the Company is entitled to sell to another person) higher than, the price by reference to which the value would otherwise be calculated.
- 9.6 Any valuations made shall be binding on all relevant persons.
- 9.7 The liabilities of the Company shall be deemed to include all its liabilities (including such amount as the Directors determine to provide in respect of contingent liabilities including (but without limitation) liabilities in respect of taxation on income or capital gains whether realised or unrealised) of whatsoever kind and nature. Any unrealised loss on open contracts will be included as liabilities of the Company. In determining the amount of such liabilities the Directors may calculate any liabilities on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any such period. All fees and expenses payable by the Company shall be treated as accruing on a daily basis unless the Directors shall otherwise determine.
- 9.8 Brokerage commissions on open contracts shall be accrued as a liability of the Company upon the initiation of such positions.

10 CALCULATION OF NET ASSET VALUE

The Company Net Asset Value is the value of all assets of the Company less its liabilities (including provisions for such liabilities) calculated in accordance with the Company's valuation policy as set out at paragraph 9 above. The Net Asset Value per Share is the Net Asset Value divided by the number of Shares in issue at the relevant time (excluding any Shares held in treasury).

An unaudited Net Asset Value and Net Asset Value per Share is calculated in Sterling on a weekly basis and at the end of each month, pursuant to the valuation policy as set out at paragraph 9 above, by the Administrator in conjunction with the Investment Manager.

The Net Asset Value and the Net Asset Value per Share is provided to Shareholders through a Regulatory Information Service and is also published on the Company's website as soon as practicable thereafter.

Suspension of the calculation of the Net Asset Value

The calculation of the Net Asset Value (and Net Asset Value per Share) may only be suspended in circumstances where the underlying data necessary to value the investments of the Company cannot readily, or without undue expenditure, be obtained or in other circumstances (such as a systems failure of the Administrator and/or the Investment Manager) which prevents the Company from making such calculations. Details of any suspension in making such calculations will be announced through a RIS as soon as practicable after any such suspension occurs.

11 REPORTS, ACCOUNTS AND MEETINGS

The audited accounts of the Company are prepared under IFRS and applicable law. The Company's accounting reference date is 30 June and the annual report and accounts are prepared up to 30 June each

year. Copies of the report and accounts will be published by the end of October each year. Copies will be sent to Shareholders and/or made available on the Company's website, according to Shareholder preferences, shortly following publication. Shareholders will also receive an unaudited half-yearly report covering the six months to 31 December each year, which is expected to be published within the following three months.

The Company held its most recent annual general meeting on 4 December 2020 and it will continue to hold an annual general meeting each year. Other general meetings may be convened from time to time by the Directors by sending notices to Shareholders.

12 SHARE CAPITAL MANAGEMENT

12.1 Premium management

In the event that the Shares trade at a premium to the Net Asset Value per Share, the Company may issue new Shares. At the Company's extraordinary general meeting, held on 27 September 2021, the Company was granted authority to allot up to 21,684,841 equity securities (as defined in the Articles) (representing 10 per cent. of the Company's issued share capital) on a non-pre-emptive basis at a price of not less than the prevailing Net Asset Value per Share (after expenses) at the time of their allotment, such authority to expire (subject to prior renewal, variation or revocation by the Company in general meeting) immediately prior to the annual general meeting of the Company to be held in 2021.

At the General Meeting, a resolution will be proposed to empower the Board to grant rights to subscribe for, to convert and to make offers or agreements to issue equity securities (as defined in the Articles) for cash as if the pre-emption rights contained in the Articles in respect of such equity securities did not apply to any such issue, provided that this power shall be limited to the issue of up to 56,190,854 Shares in connection with the Issue at the Issue Price, and such authority will, unless previously revoked or varied, expire on 31 December 2021, save that the Company may, before such expiry, make an offer or agreement which would or might require Shares to be issued after such expiry and the Board may issue equity securities in pursuance of any such offer or agreement as if this power had not expired, such authority being in addition to any existing authority to allot equity securities on a non-pre-emptive basis.

In addition, at the 2021 AGM, a resolution will be proposed to authorise the Board to issue up to an aggregate number of equity securities (as defined in the Articles) as represents 10 per cent. of the Shares admitted to trading on the Main Market immediately following the passing of the resolution on a non-pre-emptive basis, such authority to expire on the date which is 18 months from the date of passing of the resolution or, if earlier, the conclusion of the next annual general meeting of the Company save that the Company may, before such expiry, make an offer or agreement which would or might require Shares to be allotted after such expiry and the Board may allot Shares in pursuance of any such offer or agreement as if this power had not expired.

Accordingly, subject to the passing of the abovementioned resolutions at the General Meeting and the 2021 AGM respectively, the Company will have authority to issue (i) up to 56,190,854 Shares pursuant to the Issue; and (ii) otherwise than pursuant to the Issue, up to an aggregate number of Shares that represents 10 per cent. of the Company's issued share capital.

Investors should note that the issuance of new Shares is entirely at the discretion of the Board, and no expectation or reliance should be placed on such discretion being exercised on any one or more occasions or as to the number of new Shares that may be issued.

12.2 Discount management

Repurchase of Shares

The Directors will consider repurchasing Shares in the market if they believe it to be in the Company's and Shareholders' interests and as a means of correcting an imbalance between the supply of, and demand for, the Shares.

A resolution was passed at the Company's annual general meeting held on 4 December 2020 granting the Directors authority to repurchase up to 14.99 per cent. of the Company's issued share capital during the period expiring on the conclusion of the earlier of the Company's next annual general meeting and the expiry of 15 months from the passing of such resolution, unless such authority is renewed prior to such time. Renewal of this buy-back authority will be sought at each annual general meeting of the Company or more frequently if required. Shares purchased by the Company may be held in treasury or cancelled.

In the event that the Board decides to repurchase Shares, purchases will only be made through the market for cash at prices not exceeding the last reported Net Asset Value per Share and such purchases will only be made in accordance with: (i) the Listing Rules, which currently provide that the maximum price (exclusive of expense) to be paid per Share must not be more than the higher of (a) 5 per cent. about the average of the mid-market quotations for the Shares for the five Business Days before the purchase is made; and (b) the higher of: (A) the price of the last independent trade; and (B) the highest current independent bid for Shares on the London Stock Exchange at the time the purchase is carried out; and (ii) the Companies Law, which provides among other things that any such purchase is subject to the Company passing the solvency test contained in the Companies Law at the relevant time.

Shareholders should note that the purchase of Shares by the Company is at the absolute discretion of the Directors and is subject to the working capital requirements of the Company and the amount of cash available to the Company to fund such purchases. Accordingly, no expectation or reliance should be placed on the Directors exercising such discretion on any one or more occasions.

Treasury Shares

Any Shares repurchased may be held in treasury. The Companies Law allows companies to hold shares acquired by way of market purchase as treasury shares, rather than having to cancel them. These shares may be subsequently cancelled or sold for cash. This would give the Company the ability to redistribute Shares quickly and cost efficiently, thereby improving liquidity and providing the Company with additional flexibility in the management of its capital base.

No Shares will be sold from treasury at a price less than the Net Asset Value per Share at the time of sale unless they are first offered *pro rata* to existing Shareholders.

Redemption Facility

In addition to the Company having the authority to purchase Shares when deemed appropriate by the Directors, the Company has a Redemption Facility (which takes the form of a tender offer to all holders of Shares). This facility may operate annually, in November each year, at the discretion of the Directors. Redemptions on any Redemption Date may be restricted to a maximum of 25 per cent. in aggregate of the Shares then in issue, with any tender requests from Shareholders in excess of this being scaled back *pro rata*.

The facility is intended, together with share buybacks, to address any imbalance in the supply and demand for the Shares and to assist in maintaining a narrow discount to the NAV per Share at which the Shares may be trading.

13 TAXATION

Potential investors are referred to Part 11 (*Taxation*) of this document for details of the principal Guernsey and United Kingdom tax consequences applicable to the Company and its Shareholders. Investors who are in any doubt as to their tax position or who are subject to tax in jurisdictions other than Guernsey and the United Kingdom are strongly advised to consult their own professional advisers immediately.

14 DISCLOSURE OBLIGATIONS

The provisions of Chapter 5 of the Disclosure Guidance and Transparency Rules (as amended from time to time) ("**DTR 5**") of the FCA Handbook apply to the Company on the basis that the Company is a "non-UK issuer", as such term is defined in DTR 5. As such, a person is required to notify the Company of the

percentage of voting rights it holds as a holder of Shares or holds or is deemed to hold through the direct or indirect holding of financial instruments falling within DTR 5 if, as a result of an acquisition or disposal of Shares (or financial instruments), the percentage of voting rights reaches, exceeds or falls below the relevant percentage thresholds being, in the case of a non-UK issuer, 5, 10, 15, 20, 25, 30, 50 and 75 per cent.

15 RISK FACTORS

The Company's performance is dependent on many factors and potential investors should read the whole of this document and in particular Part 2 (*Risk Factors*) of this document.

Part 7

The Portfolio

1 THE PORTFOLIO

1.1 Key performance indicators

The Company's key performance indicators are as follows:

	30 June 2021	30 June 2020
	(%)	(%)
Share price total return over 12 months ⁽¹⁾	19.5	12.4
NAV total return per Share over 12 months	15.3	10.1
Premium/(discount) of Share price to NAV	2.0	(1.5)
Dividends per Share over 12 months ⁽²⁾	1.90p	1.85p
Annualised dividend yield ⁽³⁾	0.7	0.8
Annualised NAV total return per Share since launch ⁽¹⁾	7.9	7.4
Ongoing charges ratio ⁽⁴⁾	1.08	1.08

(1) Assumes reinvestment of dividends

(2) Dividends paid during the period

(3) Dividends paid during the year divided by closing share price

(4) Calculated in accordance with AIC guidance

1.2 Financial highlights

The Company's financial highlights include:

	30 June 2021	30 June 2020
Share price	287.00p	242.00p
Audited NAV	£575,851,333	£444,112,381
Market capitalisation	£587,541,854	£437,507,967
Number of Shares in issue	204,718,416	180,788,416
Audited NAV per Share	281.29p	245.65p

1.3 Total return

The total return NAV of the Company compared to the FTSE All-Share total return and twice Bank Rate since inception in July 2004² is as follows:



(Source: Investment Manager)

² Cumulative performance 8 July 2004 to 29 October 2021, in pounds sterling. The Company's performance is shown after deduction of all fees and management charges, and all figures include reinvested dividends. Annual performance of the Company, year to: 30 September 2017 1.6 per cent., 30 September 2018 1.5 per cent., 30 September 2019 1.5 per cent., 30 September 2020 8.2 per cent., 30 September 2021 15.4 per cent. Past performance is not a reliable indicator of future performance.

1.4 Performance drivers

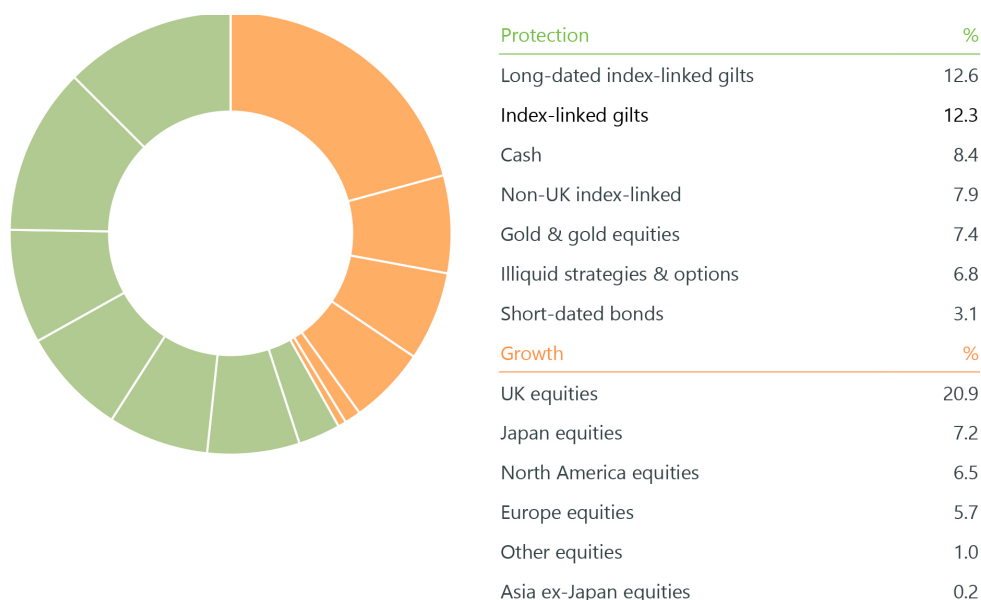
Over the long term the Company has sought to achieve its investment objective by constructing a multi-asset portfolio designed to protect and grow investors' assets in both rising and falling financial markets. In order to do this, it is essential that the assets in the portfolio are genuinely diversified. Growth assets will generate returns in benign financial conditions and protective assets will do so in a crisis.

This approach has worked effectively over the long term since the Ruffer business was founded in 1994. Over that period, there have been three major crises in markets; the dot-com bust from 2000-2003 (which pre-dated the formation of the Company), the financial crisis in 2007/8 and the Covid-19 crisis in 2020. On each of these occasions, the protective assets have more than offset the losses in growth assets and resulted in a return ahead of the investment objective. In benign conditions growth assets (predominantly equities) have offset the cost of protective assets and grown the Company's portfolio overall.

The Investment Manager will rebalance the portfolio according to the macro-economic outlook and key risks identified but will at all times endeavour to hold both protective and growth assets.

1.5 Asset allocation (unaudited)

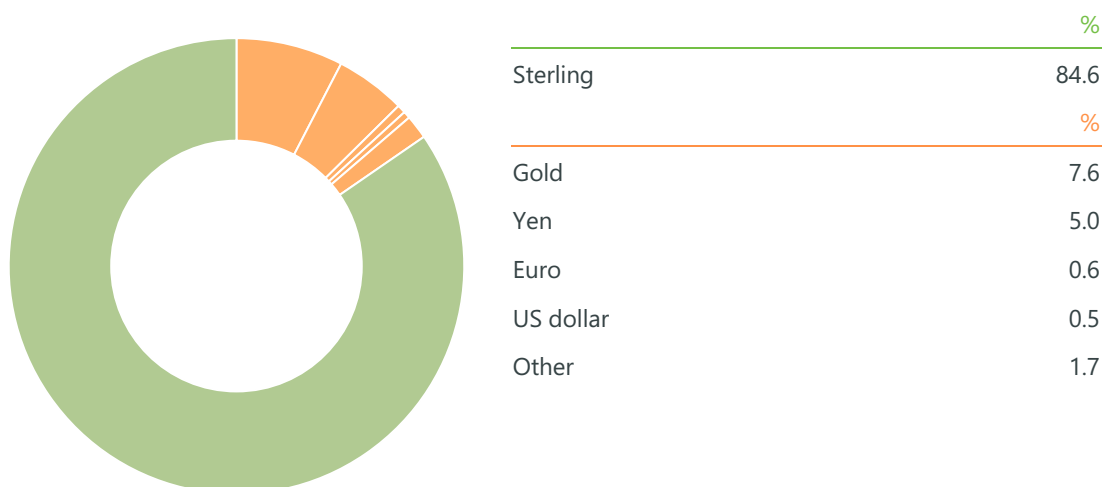
The Company's asset allocation as at 29 October 2021 (the latest practicable date prior to the publication of this document) was as follows:



(Source: Investment Manager)

1.6 Currency allocation (unaudited)

The Company's currency allocation as at 29 October 2021 (the latest practicable date prior to the publication of this document) was as follows:



(Source: Investment Manager)

1.7 Top ten equity holdings (unaudited)

The Company's top ten equity holdings as at 29 October 2021 (the latest practicable date prior to the publication of this document) were as follows:

<i>Top 10 holdings</i>	%
Royal Dutch Shell	2.8
BP	2.7
Lloyds Banking Group	2.5
NatWest Group	1.6
Cigna	1.4
iShares Physical Gold	1.4
Mitsubishi UFJ Financial Group	1.2
GalxoSmithKline	1.2
Kinross Gold	1.2
Bristol Myers Squibb	1.0

(Source: Investment Manager)

Part 8

Investment Outlook

A new inflationary regime

The Investment Manager believes that Covid-19 has acted as a catalyst moving the world into a new economic regime. This new regime is characterised by the blurring of the lines between monetary and fiscal policy and greater political intervention in the economy and business. This will lead to higher economic and inflation volatility and marks a stark contrast to the benign period of the past 40 years.

Shortages are a key sign of inflation and are clearly seen today in a wide array of goods and services ranging from semiconductors, to shipping capacity, to labour and in the prices of the leisure and hospitality sectors. Demand is also an important part of the inflationary equation and as lockdowns end there is significant pent-up demand (and ample savings to fund expenditure).

Inflation is also a behavioural phenomenon, and there is a risk that once companies and consumers feel prices are rising they take actions that have the effect of fuelling further price rises. Stockpiling and bringing forward capex are good examples of this.

Importantly, the normal tool to counter inflationary pressures (tighter monetary policy) can only be used sparingly at present due to the amount of debt in western economies – raise interest rates too quickly and central banks will choke off the economic recovery that they have worked so hard to generate. There are also political incentives to keep financial conditions supportive to aid the policy goals of tackling climate change and reducing inequality.

What are the portfolio implications?

If conditions in markets are about to change then it is important to recognise that what has worked in the previous regime may no longer work. The negative bond/equity correlation of the last c.25 years is taken for granted by most investors, but in an environment of rising inflation this looks unlikely to continue. Bonds and equities are likely to be positively correlated and that means that the traditional portfolio holding fixed income as an offset to equities is likely carrying more risk than is apparent through back-testing data from the last 30-40 years. At the same time many parts of the equity market are trading at all-time highs and valuations are stretched. The risks were well illustrated in the first quarter of 2021 when the 30 year US Treasury, supposedly the safest asset in the world, fell by more than 20 per cent. for the first time ever.

If conventional hedges are not going to cut it in the new investment regime, what else is there? The benefit of being a global, multi-asset, unbenchmarked investor is you can go anywhere and invest in anything. This flexibility is essential in a world where many safe havens are so expensive they have become dangerous.

Inflation-linked bonds offer the natural bolthole for investors looking for protection from inflation. As at 29 October 2021 (the latest practicable date prior to the publication of this document) the Company held 32.8 per cent. of the portfolio in these bonds, the key asset being 11 per cent. in long-dated UK inflation-linked gilts. The main driver for index-linked returns is the gap between inflation and bond yields. This is something the Investment Manager expects to widen significantly as inflation and growth accelerate, but bond yields remain pinned to the floor by central bankers.

Gold continues to be a key asset for protection against rising inflation, financial repression and failing trust in institutions.

The Investment Manager believes a toolkit of unconventional protective assets is also needed. Credit protection proved its worth in March 2020 when the value of these investments almost doubled. Long credit spreads continue to look a very attractive proposition. Payer swaptions protect the index-linked bonds from rising nominal bond yields - a short term possibility as economies reopen after Covid-19 lockdowns.

Within equity markets the Investment Manager is avoiding growth stocks which have been beneficiaries of the low inflation/low interest rate environment and instead has focussed on cyclicals and value stocks. Such companies are likely to be beneficiaries of rising bond yields and an economic recovery from reopening.

Conclusion

The Company's portfolio was flat when the market was down 30 per cent at the March 2020 lows, the Investment Manager preserved capital in the crisis, and the Company's portfolio has made around a 30 per cent. return since then. Since November 2020 markets have been pricing in a recovery and re-opening which has yet to fully materialise. There are clearly bubbles of exuberance in the economy and markets that urge prudence and caution.

There is a battle of competing forces. On the one hand there is a spring of economic momentum, government and central bank support for markets and this is all underwritten by a sense that investors earning nothing on cash have no alternative but to invest.

On the other hand, ponder an economy drowning in debt unevenly staggering out of a huge recession with the looming threat of inflation because of a cocktail of supply chain bottlenecks, reduced capacity and trillions of stimulus.

Summary

The Investment Manager's key points are as follows

- 1 The world economy has transitioned into a new economic regime of higher inflation and volatility.
- 2 Conventional bonds no longer have a useful portfolio role.
- 3 The Company is prepared with a broad toolkit of assets to protect against inflation and financial repression.
- 4 After a huge recovery, some parts of the markets are showing signs of froth and caution is warranted.

Part 9

Directors, Investment Manager and Administration

1 THE DIRECTORS

The Directors are responsible for the Company's investment objective and investment policy and have overall responsibility for the Company's activities including the review of investment performance and the control and supervision of the Investment Manager. All of the Directors are non-executive and are independent of the Investment Manager and the Company's other service providers. A majority of the Board will, at all times, be independent of the Investment Manager.

The Directors meet at least four times a year and otherwise as required to, *inter alia*, review and assess the Company's performance in relation to the investment policy and strategy, the risk profile of the Company, the selection of investments and the Company's service providers, including the Investment Manager, and generally to supervise the conduct of its affairs.

The Directors are as follows:

Christopher Russell (Independent Non-Executive Chairman)

A resident of Guernsey, Christopher Russell is a non-executive director of investment and financial companies. These include Hanseatic Asset Management Ltd, a family office in Guernsey, and JPMorgan Global Core Real Estate Assets Ltd, a vehicle which invests in unlisted global JPMorgan real estate and infrastructure funds. Prior to a non-executive career, Chris was a director of Gartmore Investment Management plc, where he was Head of Gartmore's businesses in the US and Japan. Before that he was a holding board director of the Jardine Fleming Group in Asia, resident in Japan then Hong Kong. Prior to joining Flemings in London, he was with Phillips & Drew Asset Management. He is a Fellow of the UK Society of Investment Professionals and a Fellow of the Institute of Chartered Accountants in England and Wales. In 2006, he was commissioned by John Wiley to publish *Trustee Investment Strategy for Endowments and Foundations*. Mr. Russell was appointed to the Board on 1 December 2016 and became Chairman of the Board on 4 December 2020.

Shelagh Mason (Independent Non-Executive Director)

A resident of Guernsey, Shelagh Mason is a solicitor specialising in English commercial property. She retired as a consultant with Collas Crill LLP in October 2020. She is also non-executive Chairman of the Channel Islands Property Fund Limited, sits on the Board of Riverside Capital PCC and Skipton International Limited, a Guernsey Licensed bank, and is a non-executive director of The Renewables Infrastructure Group Limited, a FTSE 250 company. Shelagh also sits on the board of Starwood European Real Estate Finance Limited, a London-listed company. Previously Shelagh was a member of the board of directors of Standard Life Investments Property Income Trust Limited, a property fund listed on the London Stock Exchange for 10 years until December 2014. She retired from the board of MedicX Fund Limited, a Main Market listed investment company investing in primary healthcare facilities in 2017 after 10 years on the board. She is a past Chairman of the Guernsey Branch of the Institute of Directors and she also holds the IOD Company Direction Certificate and Diploma with distinction. Mrs Mason was appointed to the Board on 1 June 2020.

Jill May (Independent Non-Executive Director and Senior Independent Director)

A resident of the United Kingdom, Jill May has 25 years' experience in investment banking, 13 years in M&A with S.G. Warburg & Co. Ltd. and 12 years as a Managing Director at UBS, focused on group strategy and organisational change. She has broad knowledge of investment banking, asset management and private banking in the UK and EMEA. She is an External Member of the Prudential Regulation Committee of the Bank of England and was a non-executive director of the CMA from its inception in 2013 until October 2016, and a Panel Member of the CMA until 2018. She is a non-executive director of JPMorgan Claverhouse, a UK listed investment trust, Standard Life Investments Property Income Trust, a UK-listed REIT, and of AlphaFMC, a UK-listed financial consulting company. Ms. May was appointed to the Board on 17 March 2017 and became Senior Independent Director on 4 December 2020.

David Staples (*Independent Non-Executive Director*)

A resident of Guernsey, David Staples is a fellow of the Institute of Chartered Accountants in England and Wales and an associate of the Chartered Institute of Taxation. He also holds the Institute of Directors' Diploma in Company Direction. For thirteen years until 2003, Mr Staples was a partner with PricewaterhouseCoopers (PwC) and led the tax practice in the South East of England advising several large family and owner-managed businesses. He was also a member of the management board of the firm's London and South East Middle Markets Tax Practice. Since leaving PwC, Mr Staples has joined the boards of several listed companies as a non-executive director. He has served as chairman of MedicX Fund Limited and chairman of the audit committees of Henderson Far East Income Limited and Aberdeen Private Equity Fund Limited. He is currently a director of NB Global Monthly Income Fund Limited and Baker Steel Resources Trust Limited, both of which are listed on the London Stock Exchange. He is also a director and chairman of the general partners of seven private equity funds advised by Apax Partners. Mr Staples was appointed to the Board on 2 March 2018.

Nicholas Pink (*Independent Non-Executive Director*)

A resident of the United Kingdom, Nicholas Pink has extensive senior management experience in financial services with previous roles at UBS Investment Bank, including Global Head of Research, Head of European Research, Head of Asia Research and Head of European Equities. Prior to this he was Head of European Utilities Research at UBS Investment Bank. He is a non-executive director of JP Morgan Russian Securities plc, a UK-listed investment trust, and of Redburn Europe Limited, an independent provider of research and execution services to institutional investors. Mr Pink was appointed to the Board on 1 September 2020.

2 THE INVESTMENT MANAGER

2.1 Introduction

Ruffer LLP has been looking after investments for institutions, pension funds, charities, financial planners and private clients, in the UK and internationally, since 1994, successfully navigating three major market corrections – the dot.com bust, global financial crisis and Covid-19. As at 30 September 2021, Ruffer LLP and its group had £23.2 billion assets under management, and boasts a 26 year track record of 9.0 per cent. net annualised returns³.

The Company has appointed Ruffer AIFM Limited, a wholly-owned subsidiary of Ruffer LLP, as the investment manager of the Company, pursuant to the Investment Management Agreement (further details of which are set out in paragraph 6.1 of Part 12 (*General Information*) of this document. The Investment Manager acts as the Company's manager for the purposes of the EU AIFM Directive and the AIFM Regime and provides portfolio and risk management services to the Company, together with certain other ancillary services.

2.2 Management Team

The personnel of the Investment Manager who are involved with the provision of investment management services to the Company consists of Hamish Baillie and Duncan MacInnes (together, the "**Management Team**").

Hamish Baillie (Investment Director)

Hamish Baillie joined Ruffer LLP in 2002. He founded and manages the Edinburgh office of Ruffer LLP which opened in September 2009. He manages investment portfolios for individuals, trusts, charities and pension funds and is the lead manager of the Company. He is a member of the Chartered Institute for Securities & Investment and a graduate of Trinity College Dublin.

Duncan MacInnes (Investment Director)

Duncan MacInnes joined Ruffer in 2012. He graduated from Glasgow University School of Law in 2007 and spent four years working at Barclays in Glasgow, London and Singapore. He is a CFA charterholder and is co-manager of the Company.

2.3 Investment Management Agreement

The Company initially appointed Ruffer LLP as investment manager. On 18 July 2014 the Company announced that, effective from 22 July 2014, Ruffer AIFM Limited, a wholly owned subsidiary of Ruffer LLP, would be appointed as the Company's AIFM and investment manager and the existing arrangements with Ruffer LLP would terminate, as part of an adjustment to the Company's operational arrangements to ensure compliance with the AIFM Regime and the EU AIFM Directive. The Company and the Investment Manager have entered into the Investment Management Agreement, a summary of which is set out at paragraph 6.1 of Part 12 (*General Information*) of this document, pursuant to which the Investment Manager has, subject to overall supervision and direction of the Board, agreed to provide investment management services to the Company. The Investment Manager acts as the Company's manager for the purposes of the AIFM Regime and the EU AIFM Directive and provides portfolio and risk management services, and certain other ancillary services to the Company.

Under the Investment Management Agreement, the Investment Manager receives a management fee, payable monthly in arrears, calculated on the basis of the following formula:

$A \times B$

where:

"A" equals the average of the weekly Net Asset Value calculations of the Company undertaken over the course of the relevant month as determined on the relevant valuation date; and

"B" equals 0.0833333 per cent.,

which, in aggregate, shall be an amount equivalent to one per cent. per annum of the Net Asset Value of the Company, save that where the Company is invested in a fund managed by Ruffer and Ruffer takes a fee within that fund it is excluded from the $A \times B$ calculation.

The Investment Management Agreement may be terminated by the Company or by the Investment Manager giving 12 months' notice at any time.

3 OTHER ADVISERS

3.1 Administrator and Company Secretary

Praxis Fund Services Limited has been appointed as administrator and company secretary to the Company pursuant to the terms of the Administration and Secretarial Agreement (further details of which are set out at paragraph 6.4 of Part 12 (*General Information*) of this document) to provide administration and general company secretarial services to the Company (including, but not limited to, general administrative functions, such as the calculation in conjunction with the Investment Manager, and publication of the Net Asset Value and maintenance of the Company's accounting and statutory records, and providing the company secretarial functions required by the Companies Law and the Rules). As at the date of this document, the Administrator is part of the PraxisIFM Group which is listed on The International Stock Exchange. Following completion of the acquisition of the PraxisIFM fund business by Sanne Group plc, which is currently expected to take place in early December 2021, the Administrator will be part of the Sanne Group plc, which is listed on the London Stock Exchange and will change its name to Sanne Fund Services (Guernsey) Limited.

3.2 Custodian and Depositary

Northern Trust (Guernsey) Limited has been appointed as custodian and depositary to the Company pursuant to the terms of the Depositary Agreement (further details of which are set out at paragraph 6.5 of Part 12 (*General Information*) of this document).

3.3 Auditor

Deloitte LLP provides audit services to the Company. The fees charged by the Auditor depend on the services provided and on the time spent by the Auditor on the affairs of the Company.

3.4 Registrar

Computershare Investor Services (Guernsey) Limited has been appointed to provide registrar services to the Company pursuant to the Registrar Agreement (further details of which are set out at paragraph 6.6 of Part 12 (*General Information*) of this document). Under the Registrar Agreement the Registrar has responsibility for maintaining the register of Shareholders, receiving transfers of Shares for certification and registration and receiving and registering Shareholders' dividend payments together with related services.

3.5 Receiving Agent

The Company has appointed Computershare Investor Services PLC to act as the Company's receiving agent for the purposes of the Issue pursuant to the Receiving Agent Agreement. Details of the Receiving Agent Agreement are set out at paragraph 6.7 of Part 12 (*General Information*) of this document.

4. FEES AND EXPENSES

4.1 Expenses of the Issue

The Company has incurred and will incur issue expenses that arise from, or are incidental to, the publication of this document, the Issue and Admission. These expenses include the fees payable under the Sponsor Agreement, the Receiving Agent's fees, listing and admission fees, printing, legal and accounting fees and any other applicable expenses.

The costs and expenses of, and incidental to, the publication of this document, the Issue and Admission payable by the Company are expected to be 0.83 per cent. of the Gross Proceeds.

4.2 On-going annual expenses

The Company incurs annual fees, charges and expenses in connection with the day to day running of the Company. The ongoing charges ratio as at 30 June 2021 was 1.08 per cent., calculated in accordance with AIC guidance, which is expected to reduce as fixed costs are spread over a larger capital base following the issue of new Shares.

The Investment Manager has prepared a key information document (KID) in respect of the Shares as required under the PRIIPs Regulation. That regulation requires costs to be calculated and presented in accordance with detailed and prescriptive rules. The KID is available on the Company's website at ruffer.co.uk/ric.

5 CONFLICTS OF INTEREST

The Investment Manager and its affiliates serve as the investment manager to other clients and, where appropriate and in accordance with the Company's investment policy, the Investment Manager may invest on behalf of the Company in in-house funds to gain exposure to certain asset classes. As a result, the Investment Manager and its affiliates may have conflicts of interest in allocating investments among the Company and other clients and in effecting transactions between the Company and other clients, including ones in which the Investment Manager and its affiliates may have a greater financial interest. Where appropriate, the Investment Manager and its affiliates may give advice or take action with respect to such other clients that differs from the advice given to, or action taken in relation to, the Company.

The Investment Manager and its affiliates may be involved in other financial, investment or professional activities which may on occasion give rise to conflicts of interest with the Company. In particular, the Investment Manager may provide investment management or other services in relation to other funds which may have similar investment policies to that of the Company or funds in which the Company invests.

The Investment Manager will have regard to its obligations under the Investment Management Agreement or otherwise to act in the best interests of the Company, so far as is practicable having regard to its obligations to other clients, when potential conflicts of interest arise. The provision of service by the Investment Manager is governed by the Conduct of Business Sourcebook Rules (the "**COBS Rules**") and in the event of a conflict of interest arising, the Investment Manager will ensure that it is resolved fairly and

in accordance with the COBS Rules. The COBS Rules require the Investment Manager to ensure fair treatment of all its clients. The COBS Rules also require that when an investment is made it shall be allocated fairly amongst all of its clients for whom the investment is appropriate. In particular, the Investment Manager will use its reasonable efforts to ensure that the Company has the opportunity to participate in potential investments identified by the Investment Manager which fall within the Company's investment objective and policy on the best terms reasonably obtainable at the relevant time with the aim of ensuring that the principle of best execution is attained in accordance with the COBS Rules.

The Directors are required by the Rules to take all reasonable steps to ensure that there is no breach of the conflicts of interest requirements of those rules.

Directors are required to disclose all actual and potential conflicts of interest as they arise for approval by the Board, who may impose restrictions or refuse to authorise conflicts. The process of consideration and, if appropriate, approval will be conducted only by those Directors with no material interest in the matter being considered. The Board maintains a Conflicts of Interest Policy which is reviewed periodically and a Business Interests and Potential Conflicts of Interest Register which is reviewed by the Board at each quarterly Board meeting.

As at the date of this document, there are: (i) no actual or potential conflicts of interest between any duties owed to the Company, the Directors, the Investment Manager or any of the Directors and their private interest or duties; and (ii) no material potential conflicts of interest which any of the services providers to the Company may have as between their duty to the Company and duties owed by them to third parties and their other interests.

6 CORPORATE GOVERNANCE

6.1 Introduction

The Disclosure Guidance and Transparency Rules require the Company to: (i) make a corporate governance statement in its annual report and accounts based on the code to which it is subject, or with which it voluntarily complies; and (ii) describe its internal control and risk management arrangements.

The Directors currently report against the principles and recommendations of the AIC Code which applies to listed investment companies and addresses all of the principles set out in the UK Corporate Governance Code. The AIC Code has been endorsed by the UK Financial Reporting Council ("**FRC**") and the GFSC.

The Board has established an Audit & Risk Committee and a Management Engagement Committee. These committees undertake specific activities through delegated authority from the Board. Terms of reference for each committee have been adopted and are reviewed on a regular basis by the Board.

The Board does not have a separate Nomination Committee, the functions of which are fulfilled by the Board. Any proposals for a new Director are discussed and approved by the Board. The Board will determine whether an external search consultancy or open advertising is used in the appointments of future non-executive directors. In light of its non-executive and independent nature, the Board considers that it is not appropriate to have a Remuneration Committee as anticipated by the UK Corporate Governance Code because this function is carried out as part of the regular Board business. The Board is, however, investigating objective external professional advice on future board remuneration.

6.2 Audit & Risk Committee

The Audit & Risk Committee comprises the entire Board, all of whom are independent non-executive directors, and is chaired by David Staples (who is considered to have recent and relevant financial experience). The Audit & Risk Committee meets at least twice a year. There are likely to be other regular attendees at meetings of the Audit & Risk Committee, including the Auditor, by invitation of the Audit & Risk Committee.

The Audit & Risk Committee is responsible for ensuring that the financial performance and position of the Company is properly reported and monitored. The Audit & Risk Committee reviews the financial statements of the Company and any formal announcements relating to the Company's financial performance, considers the appropriateness of the accounting policies and practices of the Company (including critical estimates and judgement areas), monitors and reviews the quality, effectiveness and independence of the Auditor, the effectiveness of the audit and the continuing appointment, and remuneration, of the Auditor, and monitors and reviews the internal control and risk management systems of the Company and its service providers. It also monitors the procedures for the prevention, detection and reporting of fraud, bribery and corruption.

Due to its size, structure and the nature of its activities, the Company does not have an internal audit function. The Audit & Risk Committee will continue to keep this matter under review.

6.3 Management Engagement Committee

The Management Engagement Committee is comprised of the entire Board, with Jill May appointed as Chairman. The Management Engagement Committee meets at least once a year or more often, if required. Its principal duties are to review the performance of and contractual arrangements with the Investment Manager and all other key service providers to the Company (other than the Auditor), which it does on an annual basis. In addition, the Management Engagement Committee monitors and reviews the level of remuneration of the Investment Manager to ensure that it is appropriate, competitive and sufficient to incentivise the Investment Manager.

7 DIRECTOR SHARE DEALINGS

The Company has adopted a share dealing code in relation to the Shares, which is based on the requirements of the Listing Rules and MAR.

Part 10

The Issue

1 INTRODUCTION

The Issue comprises up to 56,190,854 Shares and consists of the Open Offer, the Offer for Subscription and the Intermediaries Offer. The Issue has not been underwritten. There is no minimum size of the Issue.

The total number of Shares to be issued pursuant to the Issue, and therefore the Gross Proceeds, are not known as at the date of this document but will be notified by the Company via a Regulatory Information Service announcement and the Company's website prior to Admission.

The Directors recognise the importance of pre-emption rights to Shareholders. Accordingly, a substantial proportion of the Shares available under the Issue are being initially offered to Qualifying Shareholders by way of the Open Offer pursuant to which they will be entitled to apply for one new Share for every four Existing Shares. Qualifying Shareholders may also apply under the Excess Application Facility for additional Shares in excess of their Basic Entitlement.

The Issue, therefore, will allow Qualifying Shareholders to participate in the Issue by subscribing for new Shares pursuant to their Basic Entitlements on a pre-emptive basis as well as applying for further new Shares under the Open Offer (by virtue of the Excess Application Facility), while providing the Company with the flexibility to raise equity capital from new investors via the combined Offer for Subscription and Intermediaries Offer.

The new Shares to be issued pursuant to the Issue will rank *pari passu* in all respects with the existing Shares and each other.

The Net Proceeds, after deduction of expenses, are expected to be £165.2 million on the assumption that the Gross Proceeds are £166.6 million. Irrespective of the Gross Proceeds, these costs are capped at 1.50 per cent. of the Gross Proceeds.

Applications will be made for the Shares to be issued pursuant to the Issue to be admitted to listing on the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. It is expected that Admission will become effective and dealings in the Shares will commence at 8.00 a.m. on 6 December 2021.

2 THE ISSUE

2.1 Overview

Shares will be issued pursuant to the Issue at an Issue Price of 296.5 pence per Share, representing:

- a premium of approximately 1.53 per cent. to the NAV per Share of 292.03 pence per Share as at 11 November 2021; and
- a discount of approximately 2.47 per cent. to the Closing Price of 304 pence per Share as at 11 November 2021.

The Issue is conditional, *inter alia*, on: (i) the passing of the Resolution at the General Meeting; (ii) Admission having become effective on or before 8.00 a.m. on 6 December 2021 or such later time and/or date as the Company, the Investment Manager and Investec may agree (being not later than 8.00 a.m. on 31 December 2021); and (iii) the Sponsor Agreement becoming wholly unconditional in respect of the Issue (save as to Admission) and not having been terminated in accordance with its terms at any time prior to Admission.

If the Issue does not proceed, an announcement to that effect will be made via a Regulatory Information Service and any monies received under the Issue will be returned without interest (at the risk of the applicant) to the applicant from whom the money was received, within 14 calendar days.

The Company values its retail investor base and, given the Tap Shares are only able to be acquired by institutional investors, is providing its retail investor base and other private and institutional investors in the UK, Guernsey, Jersey and the Isle of Man with the opportunity to participate in the Issue.

2.2 The Open Offer

Under the Open Offer 56,190,854 Shares will be made available to Qualifying Shareholders at the Issue Price *pro rata* to their holdings of Existing Shares, on the terms and subject to the conditions of the Open Offer on the basis of:

1 new Share for every 4 Existing Shares

held and registered in their name at the Record Date.

Shareholders should be aware that the Open Offer is not a rights issue. As such, Qualifying Non-CREST Shareholders should note that their Open Offer Application Forms are not negotiable documents and cannot be traded. Qualifying CREST Shareholders should note that, although the Basic Entitlements and Excess CREST Open Offer Entitlements will be admitted to CREST and enabled for settlement, the Basic Entitlements and Excess CREST Open Offer Entitlements will not be tradeable or listed and applications in respect of the Open Offer may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim. Shares for which application has not been made under the Open Offer will not be sold in the market for the benefit of those who do not apply under the Open Offer and Qualifying Shareholders who do not apply to take up their entitlements will have no rights, and will not receive any benefit, under the Open Offer.

The balance of the Shares to be made available under the Issue, together with any Shares not taken up pursuant to the Open Offer, will be made available under the Excess Application Facility, the Offer for Subscription and the Intermediaries Offer.

Fractions of new Shares will not be issued to Qualifying Shareholders in the Open Offer. Basic Entitlements will be rounded down to the nearest whole number and any fractional entitlements to new Shares will be disregarded in calculating Basic Entitlements. All fractional entitlements will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Investec) to the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility. Accordingly, Qualifying Shareholders with fewer than four Existing Shares will not receive a Basic Entitlement but may apply for Shares under the Excess Application Facility.

The latest time and date for acceptance and payment in full in respect of the Open Offer will be 11.00 a.m. on 1 December 2021. Valid applications under the Open Offer will be satisfied in full up to an applicant's Basic Entitlement.

The terms and conditions of application under the Open Offer are set out in Part 13 (*Terms and Conditions of the Open Offer*) of this document and, in the case of Qualifying Non-CREST Shareholders, the Open Offer Application Form. These terms and conditions should be read carefully before an application is made. Shareholders who are in any doubt about the Open Offer arrangements should consult their independent financial adviser.

Applications under the Open Offer are not subject to any minimum subscription requirement.

(a) **The Excess Application Facility**

Qualifying Shareholders, whether or not they have taken up all of their Basic Entitlements, may also apply under the Excess Application Facility for additional Shares in excess of their Basic Entitlement. The Excess Application Facility will comprise any Shares that the Directors determine, in their absolute discretion, should be reallocated from the Offer for Subscription and/or the Intermediaries Offer and/or Basic Entitlements not taken up pursuant to the Open Offer to satisfy demand from Qualifying Shareholders.

Qualifying Non-CREST Shareholders who wish to subscribe for more than their Basic Entitlement should complete the relevant sections on the Open Offer Application Form.

Qualifying CREST Shareholders will have Excess CREST Open Offer Entitlements credited to their stock account in CREST and should refer to paragraph 4.2(c) of Part 13 (*Terms and Conditions of the*

Open Offer) of this document for information on how to apply for additional Shares under the Excess Application Facility.

No assurance can be given that applications by Qualifying Shareholders under the Excess Application Facility will be met in full or in part or at all.

(b) **Action to be taken under the Open Offer**

Qualifying Non-CREST Shareholders

Qualifying Non-CREST Shareholders have been sent an Open Offer Application Form giving details of their Basic Entitlement.

Persons that have sold or otherwise transferred all of their Shares should forward this document, together with any Open Offer Application Form, if and when received, at once to the purchaser or transferee, or the bank, stockbroker or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee, except that, such documents should not be sent to any jurisdiction where to do so might constitute a violation of local securities laws or regulations including, but not limited to, the Excluded Territories.

Any Shareholder that has sold or otherwise transferred only some of their Shares held in certificated form on or before 8.00 a.m. on 15 November 2021 should refer to the instruction regarding split applications in the Terms and Conditions of the Open Offer at paragraph 4.1(b) of Part 13 (*Terms and Conditions of the Open Offer*) of this document and the Open Offer Application Form.

Qualifying CREST Shareholders

Qualifying CREST Shareholders have not been sent an Open Offer Application Form. Instead, Qualifying CREST Shareholders will receive a credit to their appropriate stock accounts in CREST in respect of their Basic Entitlement and Excess CREST Open Offer Entitlement as soon as practicable after 8.00 a.m. on 15 November 2021.

In the case of any Qualifying Shareholder that has sold or otherwise transferred only part of their existing holding of Shares held in uncertificated form on or before 8.00 a.m. on 15 November 2021, a claim transaction will automatically be generated by Euroclear which, on settlement, will transfer the appropriate Basic Entitlement to the purchaser or transferee.

Full details of the Open Offer are contained in the Terms and Conditions of the Open Offer in Part 13 of this document. If you have any doubt as to what action you should take, you should seek your own advice from your independent financial adviser duly authorised under FSMA who specialises in advice on the acquisition of shares and other securities.

The ISIN of the Basic Entitlements is GG00BKMQQX02 and the SEDOL is BKMQQX0. The ISIN for the Excess CREST Open Offer Entitlement is GG00BKMQQY19 and the SEDOL is BKMQQY1.

2.3 The Offer for Subscription

The Company is making an offer of Shares pursuant to the Offer for Subscription at the Issue Price, subject to the Terms and Conditions of Application under the Offer for Subscription as set out in Part 14 (*Terms and Conditions of Application under the Offer for Subscription*) of this document. The Terms and Conditions of Application under the Offer for Subscription and the Offer for Subscription Application Form set out at the Appendix to this document should be read carefully before an application is made. Investors should consult their independent financial adviser if they are in any doubt about the contents of this document or the acquisition of Shares.

The Offer for Subscription is being made in the UK, Guernsey, Jersey and Isle of Man only.

Applications under the Offer for Subscription must be for Shares with a minimum subscription amount of 500 Shares and thereafter in multiples of 50 Shares. Offer for Subscription Application Forms accompanied by a cheque or banker's draft in Sterling made payable to "**CIS PLC RE: RUFFER IC OFS**" and crossed "A/C Payee Only" for the appropriate sum should be returned to the Receiving Agent by no later than 11.00 a.m. on 1 December 2021.

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 1 December 2021. Please contact the Receiving Agent by email at ruffer@computershare.co.uk quoting “**RUFFER OFS**” in the subject line and they will then provide applicants with a unique reference number which must be used when sending payment.

Applicants choosing to settle via CREST, that is DvP, will need to match their instructions to the Receiving Agent’s Participant Account 8RA06 by no later than 11.00 a.m. on 3 December 2021, allowing for the delivery and acceptance of Shares to be made against payment of the Issue Price per Share in Sterling through the CREST system upon the settlement date, following the CREST matching criteria set out in the Offer for Subscription Application Form.

If the Offer for Subscription is extended, the revised timetable will be notified via a Regulatory Information Service announcement.

2.4 Intermediaries Offer

In connection with the Offer for Subscription, Investec will appoint certain Intermediaries to market the Shares to potential retail investors in the United Kingdom, Guernsey, Jersey and the Isle of Man. The Intermediaries who have been appointed by Investec will be listed on the Company’s website. Investors may apply to any of the Intermediaries to be accepted as their client.

All expenses incurred by any Intermediary are for its own account. Investors should confirm separately with any Intermediary whether there are any commissions, fees or expenses that will be applied by such Intermediary in connection with any application made through that Intermediary pursuant to the Intermediaries Offer.

No Shares allocated under the Intermediaries Offer will be registered in the name of any person whose registered address is outside the United Kingdom, Guernsey, Jersey or the Isle of Man. A minimum application of 500 Shares per underlying applicant will apply. Allocations to Intermediaries will be determined the Company in its absolute discretion (following consultation with Investec).

Each Intermediary has agreed, or will on appointment agree, to the Intermediaries Terms and Conditions, which regulate, *inter alia*, the conduct of the Intermediaries in relation to the offering of Shares on market standard terms and provide for the payment of commission to any such Intermediaries that elect to receive commission from Investec. Pursuant to the Intermediaries Terms and Conditions, in making an application, each Intermediary will also be required to represent and warrant that they are not located in the United States and are not acting on behalf of anyone located in the United States or any other jurisdiction outside of the United Kingdom, Guernsey, Jersey and the Isle of Man.

Each Intermediary will submit a single Offer for Subscription Application Form in its own name, as nominee, for the aggregate number of Shares procured by it via subscriptions from underlying retail investors.

An application for Ordinary Shares in the Intermediaries Offer means that the underlying applicant agrees to acquire the Shares applied for at the Issue Price. Each underlying applicant who applies for Shares via an Intermediary must comply with the appropriate money laundering checks required by the relevant Intermediary. Where an application is not accepted or there are insufficient Shares available to satisfy an application in full (due to scaling back of subscriptions or otherwise), the relevant Intermediary will be obliged to refund the applicant as required and all such refunds shall be made without interest. The Company and Investec accept no responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances.

Pursuant to the Intermediaries Terms and Conditions, the Intermediaries have undertaken to make payment on their own behalf for the consideration for any Shares subscribed pursuant to the Offer for Subscription by means of the CREST system against delivery of the Shares.

The publication of this document and any actions of the Company, Investec, the Intermediaries or other persons in connection with the Offer for Subscription should not be taken as any representation or assurance as to the basis on which the number of Shares to be offered under the Offer for Subscription or allocations between applications in the Offer for Subscription (from Intermediaries or otherwise) will be determined and any such actions or statements are hereby disclaimed by the Company, Investec and the Intermediaries.

3 SCALING BACK AND ALLOCATION

In the event that subscriptions exceed the maximum number of Shares available under the Issue, the Directors will scale back subscriptions under the Offer for Subscription, Intermediaries Offer and/or the Excess Application Facility at their discretion. The Basic Entitlements under the Open Offer are being made on a pre-emptive basis to Qualifying Shareholders and are not subject to scaling back in favour of any of the Offer for Subscription or the Intermediaries Offer. Any new Shares that are available under the Open Offer and are not taken up by Qualifying Shareholders under their Basic Entitlements will be reallocated to the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility.

Applications under the Excess Application Facility may be allocated in such manner as the Directors determine, in their absolute discretion (in consultation with Investec), and no assurance can be given that applications by Qualifying Shareholders under the Excess Application Facility will be met in full or in part or at all. In the event of oversubscription under the Excess Application Facility, the Directors have the discretion (but are not obliged) to limit applications by Qualifying Shareholders *pro rata* to their aggregate holdings of Existing Shares. However, the Directors also have the discretion (but are not obliged) in consultation with Investec to scale back the Offer for Subscription and/or the Intermediaries Offer in favour of the Excess Application Facility by re-allocating new Shares that would otherwise be available under the Offer for Subscription and/or the Intermediaries Offer, to Qualifying Shareholders through the Excess Application Facility. To the extent any new Shares remain unallocated pursuant to Basic Entitlements, they will be made available under the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility at the Directors' discretion (in consultation with Investec).

The Company will notify investors of the number of new Shares in respect of which their application has been successful and the results of the Issue will be announced by the Company on 2 December 2021 via a Regulatory Information Service announcement.

Subscription monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned (at the applicant's sole risk) without interest either by cheque by first class post to the address set out on the Offer for Subscription Application Form or returned direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn as soon as practicable.

4 REASONS FOR THE ISSUE AND USE OF PROCEEDS

The Issue is intended to raise money for investment in accordance with the Company's investment objective and policy. The Directors intend to use the Net Proceeds to purchase investments in line with the Company's investment objective and investment policy.

5 COSTS OF THE ISSUE

The initial expenses of the Company are those that arise from, or are incidental to, the publication of this document, the Issue and Admission.

The costs and expenses of, and incidental to, the publication of this document, the Issue and Admission are expected to be approximately £1.38 million, equivalent to approximately 0.83 per cent. of the Gross Proceeds, assuming Gross Proceeds of £166.6 million. The costs will be deducted from the Gross Proceeds. The Company will not charge investors any separate costs or expenses in connection with the Issue.

6 VOTING DILUTION

The issue of Shares pursuant to the Issue may dilute the voting control of existing Shareholders. Assuming that 56,190,854 Shares are issued pursuant to the Issue, a Shareholder who did not participate in the Issue would suffer dilution of approximately 20.0 per cent. in respect of their voting control of the Company. However, it is not anticipated that there would be any dilution in the Net Asset Value per Share as a result of the Issue.

7 WITHDRAWAL

In the event that the Company is required to publish a supplementary prospectus prior to Initial Admission, applicants who have applied for Shares under the Open Offer and/or the Offer for Subscription shall have

at least two clear Business Days following the publication of the relevant supplementary prospectus within which to withdraw their offer to acquire Shares in its entirety.

Investors under the Open Offer, Excess Application Facility and Offer for Subscription wishing to exercise statutory withdrawal rights after the publication of a supplementary prospectus and prior to Admission must do so by lodging written notice of withdrawal by post to the Receiving Agent, Computershare, Corporate Actions Projects, Bristol, BS99 6AH or by email to ruffer@computershare.co.uk, so as to be received by no later than two Business Days after the date on which the supplementary prospectus is published. Notice of withdrawal given by any other means or which is deposited with or received after expiry of such period will not constitute a valid withdrawal.

Intermediaries wishing to exercise withdrawal rights on behalf of their underlying clients on behalf of whom they have submitted applications for Shares, after the publication of a supplementary prospectus prior to the close of the Intermediaries Offer must do so in accordance with the Intermediaries Terms and Conditions so as to be received no later than four Business Days after the date on which the supplementary prospectus is published. If the applications for Shares are not withdrawn by the Intermediaries during such time, the offer to apply for Shares as set out in the application will remain valid and binding.

8 THE SPONSOR AGREEMENT

Under the Sponsor Agreement, Investec has agreed to act as the Company's sponsor for the purposes of the Listing Rules in relation to Admission.

The Sponsor Agreement contains provisions entitling Investec to terminate the Sponsor Agreement at any time prior to Admission in certain circumstances. If this right is exercised, the Issue and these arrangements will lapse and any monies received in respect of the Issue will be returned to each applicant without interest (at the risk of the applicant) to the applicant from whom the money was received.

The Sponsor Agreement provides for Investec to be paid a corporate finance fee and commissions in respect of Shares to be allotted pursuant to the Issue by the Company. Any Shares subscribed for by Investec may be retained or dealt in by them for their own benefit.

Further details of the terms of the Sponsor Agreement are set out in paragraph 6.2 of Part 12 (*General Information*) of this document.

9 GENERAL

Pursuant to anti-money laundering laws and regulations with which the Company must comply, the Company (and its agents) may require evidence in connection with any application for Shares, including further identification of the applicant(s), before any Shares are issued to the relevant applicant pursuant to the Issue.

If there are any material changes affecting any of the matters described in this document or where any significant new factors have arisen after the publication of this document, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the material change(s) or the significant new factor(s).

10 ADMISSION, CLEARING AND SETTLEMENT

Application will be made for the Shares issued pursuant to the Issue to be listed on the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. It is expected that Admission will become effective, and that dealings in the Shares will commence, at 8.00 a.m. on 6 December 2021.

Payment for the Shares, in the case of the Open Offer, should be made in accordance with the Terms and Conditions of the Open Offer at Part 13 of this document. Payment for Shares applied for under the Offer for Subscription should be made in accordance with the instructions contained in the Offer for Subscription Application Form set out at the end of this Prospectus. In case of the Intermediaries Offer, payment for the Shares should be made in accordance with the settlement instructions agreed with the Intermediaries. To the extent that any application for Shares is rejected in whole or in part (whether by scaling back or

otherwise), monies received will be returned without interest at the risk of the applicant.

An investor applying for Shares in the Issue may receive Shares in certificated or uncertificated form. The Shares are in registered form. No temporary documents of title will be issued. Dealings in Shares in advance of the crediting of the relevant stock account shall be at the risk of the person concerned. It is expected that CREST accounts will be credited on 6 December 2021 in respect of Shares issued in uncertificated form and definitive share certificates in respect of Shares held in certificated form are expected to be despatched by post in the week commencing 13 December 2021, at the Shareholder's own risk.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Shares, nor does it guarantee the price at which a market will be made in the Shares. Accordingly, the dealing price of the Shares may not necessarily reflect changes in the Net Asset Value per Share.

The ISIN of the Shares is GB00B018CS46 and the SEDOL is B018CS4.

11 CREST

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Shares under the CREST system. The Shares are admitted to CREST. Accordingly, settlement of transactions in the Shares may take place within the CREST system if any Shareholder so wishes.

12 OVERSEAS PERSONS

The attention of potential investors who are Overseas Persons is drawn to the paragraphs below.

The offer of Shares under the Issue to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Shares under the Issue. It is the responsibility of all Overseas Persons receiving this document and/or wishing to subscribe for Shares under the Issue to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this document in any territory other than the UK may treat the same as constituting an offer or invitation to him, unless in the relevant territory such an offer can lawfully be made to him without compliance with any further registration or other legal requirements.

Persons (including, without limitation, nominees and trustees) receiving this document may not distribute or send it in or into the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, the Shares have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Shares are being offered and sold outside the United States in offshore transactions as defined in and pursuant to Regulation S.

In addition, until 40 calendar days after the commencement of the Issue, an offer or sale of the Shares within the United States by any dealer (whether or not participating in the Issue) may violate the registration requirements of the US Securities Act.

The Company reserves the right to treat as invalid any agreement to subscribe for Shares under the Issue if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

Certain ERISA considerations

Unless otherwise expressly agreed with the Company, the Shares may not be acquired by:

- investors using assets of: (A) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (B) a "plan" as defined in Section 4975 of the US Tax Code including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code;

or (C) an entity whose underlying assets are considered to include “plan assets” by reason of investment by an “employee benefit plan” or “plan” described in preceding clause (A) or (B) in such entity pursuant to the US Plan Assets Regulations; or

- a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, unless its purchase, holding, and disposition of the Shares will not constitute or result in a non-exempt violation of any such substantially similar law.

Representations, warranties and undertakings

Unless otherwise expressly agreed with the Company, each acquirer of Shares pursuant to the Issue and each subsequent transferee, by acquiring Shares or a beneficial interest therein, will be deemed to have represented, warranted, undertaken, agreed and acknowledged to the Company and Investec as follows:

- unless otherwise agreed with the Company, in which case such acquirer is a QIB, it is located outside the United States and is acquiring the Shares in an “offshore transaction” meeting the requirements of Regulation S;
- the Shares have not been and will not be registered under the US Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, resold, pledged, transferred or delivered, directly or indirectly, into or within the United States except pursuant to an exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States;
- the Company has not been and will not be registered under the US Investment Company Act, and investors will not be entitled to the benefits of the US Investment Company Act;
- it is acquiring the Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws; and
- it is aware and acknowledges that the Company reserves the right to make inquiries of any holder of the Shares or interests therein at any time as to such person’s status under US federal securities laws and to require any such person that has not satisfied the Company that the holding by such person will not violate or require registration under US federal securities laws to transfer such Shares or interests in accordance with the Articles.

United States transfer restrictions

The Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and the Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the US Securities Act), except pursuant to an exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There will be no public offer of the Shares in the United States. The Shares are being offered or sold outside the United States to non-US Persons in offshore transactions in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S thereunder. The Company has not been and will not be registered under the US Investment Company Act and investors will not be entitled to the benefits of the US Investment Company Act.

Accordingly, US investors may not reoffer, resell, pledge or otherwise transfer or deliver, directly or indirectly, any Shares within the United States, or to, or for the account or benefit of, any US Person.

13 PROFILE OF A TYPICAL INVESTOR

The Shares are designed to be suitable for institutional investors and professionally advised private investors. The Shares may also be suitable for investors who are financially sophisticated, non-advised private investors who are capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in the Shares.

Part 11

Taxation

Prospective investors should consult their professional advisers concerning the possible tax consequences of their subscribing for, purchasing, holding or selling Shares. The following summary of the principal Guernsey and United Kingdom tax consequences applicable to the Company and its Shareholders is based upon interpretations of existing laws in effect on the date of this document and no assurance can be given that courts or fiscal authorities responsible for the administration of such laws will agree with the interpretations or that changes in such laws will not occur. The tax and other matters described in this document are not intended as legal or tax advice. Each prospective investor must consult its own advisers with regard to the tax consequences of an investment in Shares. None of the Company, the Directors, Investec, the Investment Manager or any of their respective Affiliates or agents accept any responsibility for providing tax advice to any prospective investor.

GUERNSEY TAXATION

The Company

The Company has been granted exempt company status under the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989 (as amended) (the “**Ordinance**”) for the current calendar year. A company with exempt company status is treated as non-resident for the purposes of income tax. Exemption will be applied for annually and is granted on payment of a fee, currently fixed at £1,200 per annum, provided that the Guernsey Revenue Service is satisfied that the Company complies, and will continue to comply, with the provisions of the Ordinance. The Directors intend to manage the Company in such a way as to ensure that the Company at all times complies with the requirements of the Ordinance. As the Company should have no Guernsey source income other than relevant bank deposit income (which is not considered to be Guernsey source income), it will not be liable to income tax in Guernsey.

The Company is incorporated in Guernsey. The Directors intend to manage the operations of the Company so that it does not become tax resident in any other jurisdiction.

Under current Guernsey tax law there is no liability to capital gains tax, wealth tax, capital transfer tax or estate or inheritance tax on the issue, transfer or realisation of the Shares (save for registration fees and *ad valorem* duty for a Guernsey grant of representation when the deceased dies leaving assets in Guernsey which require presentation of such a grant).

Dividends made by exempt companies to non-Guernsey residents will be free of Guernsey withholding tax and reporting requirements. Where a tax exempt company makes a dividend to shareholders that are Guernsey tax resident individuals the company will only need to report the relevant details of those dividends.

Withholding tax

Provided the Company obtains and maintains its tax exempt status, there would currently be no requirement for the Company to withhold tax from the payment of a distribution.

In the event that the Company does not have tax exempt status at the time a distribution is made it may be required to withhold tax at the applicable rate in respect of any distributions made (or deemed to have been made) to Shareholders who are Guernsey resident individuals.

Stamp duty

There is also no stamp duty or equivalent tax payable in Guernsey on the issue, transfer or redemption of the Shares. In addition, no stamp duty is chargeable in Guernsey on the issue, transfer, disposal or redemption of shares other than Document Duty which can apply in some instances where a company holds Guernsey situated real estate.

Goods and services tax

The States of Guernsey has been considering options for the introduction of a system of goods and services tax (“**GST**”) and published a policy letter in August 2021 regarding the introduction of GST. However, no decision as to the introduction of GST has been made and it is unlikely that GST will be introduced in Guernsey prior to 2024.

FATCA and the Common Reporting Standard

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the US (“**US-Guernsey IGA**”) regarding the implementation of the US Foreign Account Tax Compliance Act (“**FATCA**”). Under the legislation enacted in Guernsey to implement the US-Guernsey IGA, certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the US unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about investors, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Guernsey has also implemented the Common Reporting Standard (“**CRS**”) regime with effect from 1 January 2016. Accordingly, reporting in respect of periods commencing on or after 1 January 2016 is required in accordance with the CRS (as implemented in Guernsey).

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements have been imposed in respect of certain investors who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Certain due diligence obligations have also been imposed. Where applicable, information to be disclosed includes certain information about investors, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The CRS has been implemented through Guernsey’s domestic legislation in accordance with guidance issued by the Organisation for Economic Cooperation and Development (“**OECD**”) as supplemented by guidance notes in Guernsey.

Under the CRS, disclosure of information will be made to Guernsey Revenue Service for transmission to the tax authorities in other participating jurisdictions.

Under the CRS, there is currently no reporting exemption for securities that are ‘regularly traded’ on an established securities market, although it is expected that whilst a Share is held in uncertificated form through CREST, the holder of the Share will likely be a financial institution acting as an intermediary. Shareholders that own the Shares through a financial intermediary may be required to provide information to such financial intermediary in order to allow the financial intermediary to satisfy its obligations under the CRS.

If the Company fails to comply with any due diligence and/or reporting requirements under Guernsey legislation implementing the US-Guernsey IGA and/or the CRS then the Company could be subject to (in the case of the US-Guernsey IGA) US withholding tax on certain US source payments, and (in all cases) the imposition of financial penalties introduced pursuant to the relevant implementing regulations in Guernsey. Whilst the Company will seek to satisfy its obligations under the US-Guernsey IGA and the CRS and associated implementing legislation in Guernsey to avoid the imposition of any financial penalties under Guernsey law, the ability of the Company to satisfy such obligations will depend on receiving relevant information and/or documentation about each Shareholder and the direct and indirect beneficial owners and/or controllers of the Shareholders (if any). There can be no assurance that the Company will be able to satisfy such obligations.

In subscribing for or acquiring Shares, each Shareholder is agreeing, upon the request of the Company or its delegate, to provide such information as is necessary to comply with FATCA, the CRS and other similar regimes and any related legislation, intergovernmental agreements and/or regulations.

FATCA/CRS AND SIMILAR MEASURES FOR THE AUTOMATIC EXCHANGE OF INFORMATION ARE PARTICULARLY COMPLEX AND THEIR APPLICATION TO THE COMPANY, THE SHARES AND THE SHAREHOLDERS IS SUBJECT TO CHANGE. EACH SHAREHOLDER OF SHARES SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA/CRS

AND TO LEARN HOW FATCA/CRS MIGHT AFFECT EACH SHAREHOLDER IN ITS PARTICULAR CIRCUMSTANCE.

The Articles grant the Directors the power by notice in writing to require any Shareholder to disclose to the Company the identity of persons (other than the Shareholder) who has an interest in the Shares held by the Shareholder or such other information as may be required by applicable law. The Directors may deal with any Shares held by a Shareholder in default of such a request in accordance with the Articles.

Investors should consult with their respective tax advisers regarding the Investors should consult with their respective tax advisers regarding the possible implications of FATCA, the CRS and any similar regimes concerning the automatic exchange of information, any other related legislation, intergovernmental agreements and/or regulations on their investment in the Company. If a Shareholder fails to provide the Company or the Administrator with information that is required by either of them to allow them to comply with any of the above reporting requirements, or any similar reporting requirements, adverse consequences may apply.

Shareholders

Shareholders who are not resident in Guernsey for tax purposes can receive distributions without deduction of Guernsey income tax.

Shareholders who are resident for tax purposes in Guernsey (which includes Alderney and Herm) will incur Guernsey income tax at the applicable rate on a distribution paid to them (subject to their own circumstances). The Company will be required to provide the Guernsey Revenue Service such particulars relating to any distribution paid to Guernsey resident Shareholders as the Guernsey Revenue Service may require, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any distribution paid and the date of the payment.

Distributions made by the Company to non-Guernsey resident Shareholders, whether made during the life of the Company or by distribution on liquidation, will not be subject to Guernsey tax provided such payments are not taken into account in computing the profits of any permanent establishment situated in Guernsey through which such Shareholder carries on a business in Guernsey.

Shareholders, whether or not Guernsey resident, should not be liable to Guernsey tax on disposal of Shares in the Company if those Shares are held for investment purposes. The Director of the Guernsey Revenue Service can require the Company to provide the name and address of every Guernsey resident who, on a specified date, has a beneficial interest in the Shares, with details of the interest.

As already referred to above, Guernsey currently does not levy taxes upon capital inheritances, capital gains, gifts, sales or turnover, nor are there any estate duties (save for registration fees and *ad valorem* duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant).

No stamp duty or similar tax is chargeable in Guernsey on the issue, transfer or redemption of Shares.

Request for information

The Company reserves the right to request from any Shareholder or potential investor such information as the Company deems necessary to comply with FATCA, any agreement with the US Internal Revenue Service in relation to FATCA from time to time in force, or any obligation arising under the implementation of any applicable regime, including the CRS, relating to FATCA and the automatic exchange of information with any relevant competent authority.

Anti-avoidance

Guernsey has a wide-ranging anti-avoidance provision. This provision targets transactions where the effect of the transaction or series of transactions is the avoidance, reduction or deferral of a Guernsey tax liability. At her discretion, the Director of the Guernsey Revenue Service will make such adjustments to the tax liability to counteract the effect of the avoidance, reduction or deferral of the tax liability.

In addition, Guernsey has committed to introduced mandatory disclosure rules for CRS avoidance arrangements and opaque offshore structures ("**MDR**"). These MDR rules would require promoters of such

avoidance arrangements and services providers to disclose information on the arrangement or structure to the Director of Revenue Service in Guernsey. Such information would include the identity of any user or beneficial owner and would then be exchanged with the tax authorities of the jurisdiction in which the users and/or beneficial owners are resident, where there is a relevant information exchange agreement.

UNITED KINGDOM TAXATION

Introduction

The following statements are intended only as a general guide to certain UK tax considerations relevant to prospective investors in the Shares. They do not purport to be a complete analysis of all potential UK tax consequences of acquiring, holding or disposing of Shares. The following statements are based on current UK legislation and what is understood to be the current published practice (which may not be binding) of HMRC as at the date of this document, both of which may change, possibly with retroactive effect.

They apply only to Shareholders who are resident (and in the case of individual Shareholders resident and domiciled) for UK tax purposes in (and only in) the UK, who hold their Shares as an investment, (other than in an individual savings account or pension arrangement), and who are the absolute beneficial owners of both their Shares and any dividends paid on them (for these purposes such Shareholders being, in the case of an individual, a **“UK Individual Shareholder”** and, in the case of a Shareholder within the charge to UK corporation tax, a **“UK Corporate Shareholder”**).

The tax position of certain categories of Shareholders who are subject to special rules, such as persons who acquire (or are deemed to acquire) their Shares in connection with their (or another person's) office or employment, traders, brokers, dealers in securities, insurance companies, banks, financial institutions, investment companies, tax-exempt organisations, persons connected with the Company, persons holding Shares as part of hedging or conversion transactions, Shareholders who are not domiciled or not resident in the UK, collective investments schemes, trusts and those who hold five per cent. or more of the Shares, is not considered. Nor do the following statements consider the tax position of any person holding investments in any HMRC-approved arrangements or schemes, including the enterprise investment scheme, venture capital scheme or business expansion scheme, able to claim any inheritance tax relief or any non-UK resident Shareholder holding Shares in connection with a trade, profession or vocation carried on in the UK (whether through a branch or agency or, in the case of a corporate Shareholder, a permanent establishment or otherwise).

Prospective investors who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the UK are strongly recommended to consult their own professional advisers.

The Company

Tax residence

The Directors intend to conduct the management and control of the affairs of the Company in such a way that it should not be resident in the UK for UK tax purposes. Additionally, for so long as the Company is an “AIF” within the meaning given in regulation 3 of the Alternative Investment Fund Management Regulations 2013, is authorised or registered in Guernsey or has its registered office in Guernsey, and is not an “excluded entity” within the meaning given by section 363A of the Taxation (International and Other Provisions) Act 2010, then, in accordance with that section, the Company should not be regarded as resident in the UK for direct tax purposes (i.e. income tax, corporation tax and capital gains tax).

Accordingly, on the basis that the Company is not intending to be resident in the UK and provided that the Company does not carry on a trade in the UK (whether or not through a branch, agency or permanent establishment situated therein), the Company will not normally be subject to UK corporation tax, nor will it be subject to UK income tax, other than (potentially) on any UK source income.

Shareholders

Taxation of capital gains

Any gains on transfers or disposals of Shares (including a disposal on a winding-up of the Company) by UK resident Shareholders or Shareholders who carry on a trade in the UK through a permanent establishment with which their investment in the Company is connected may, depending on their circumstances, give rise to a liability to UK tax on capital gains.

UK Individual Shareholders will generally be subject to capital gains tax in respect of any gain arising on a disposal of their Shares. Each such individual has an annual exemption, such that capital gains tax is chargeable only on gains arising from all sources during the tax year in excess of this figure. The annual exemption is £12,300 for the tax year 2021–2022. No indexation allowance will be available. Capital gains tax chargeable will be at the current rate of 10 per cent. (for basic rate tax payers) and 20 per cent. (for higher and additional rate tax payers) for the tax year 2021-2022.

Shareholders who are individuals and who are temporarily non-resident in the UK may, under anti-avoidance legislation, still be liable to UK tax on any capital gain realised (subject to any available exemption or relief).

UK Corporate Shareholders may be subject to corporation tax on chargeable gains arising on a disposal of their Shares, depending on the circumstances and subject to any available exemption or relief. No indexation allowance will be available to reduce any chargeable gain arising on disposal of the Shares.

Capital losses realised on a disposal of Shares must be set off as far as possible against chargeable gains for the same tax year (or accounting period in the case of a UK Corporate Shareholder), even if this reduces a UK Individual Shareholder's total gain below the annual exemption. Any balance of losses is carried forward without time limit and set off against net chargeable gains (that is, after deducting the annual exemption) in the earliest later tax year. Losses cannot generally be carried back, with the exception of losses accruing to a UK Individual Shareholder in the year of his death.

Taxation of dividends

Distributions made by the Company will take the form of ordinary dividends. Prospective investors who are unsure about the tax treatment which will apply to them in respect of any distributions made by the Company should consult their own tax advisers.

UK Individual Shareholders

A £2,000 annual tax free dividend allowance is available to UK Individual Shareholders for the tax year 2021-2022. Dividends received in excess of this threshold (taking account of any other dividend income received by the Shareholder in the same tax year) will be taxed, for the tax year 2021-2022 at 7.5 per cent. (basic rate taxpayers), 32.5 per cent. (higher rate taxpayers) and 38.1 per cent. (additional rate taxpayers). It has been announced that these rates will all increase by 1.25 per cent. for the tax year 2022-2023.

For the purposes of determining which of the taxable bands dividend income falls into, dividend income is treated as the highest part of a Shareholder's income. In addition, dividends within the nil rate band which would (if there was no nil rate band) have fallen within the basic or higher rate bands will use up those bands respectively for the purposes of determining whether the threshold for higher rate or additional rate income tax is exceeded.

UK Corporate Shareholders

UK Corporate Shareholders may be subject to corporation tax on dividends paid by the Company unless they fall within one of the exempt classes in Part 9A of CTA 2009, or if such a Shareholder elects for an otherwise exempt dividend to be taxable.

It is particularly important that prospective investors who are not resident in the UK for tax purposes obtain their own tax advice concerning tax liabilities on dividends received from the Company.

Stamp Duty and Stamp Duty Reserve Tax (“SDRT”)

No UK stamp duty or SDRT will arise on the issue of Shares.

No UK stamp duty will be payable on a transfer of Shares, provided that no instruments effecting the transfer are executed in the UK, no matters, actions or other things relating to the transfer are performed or will be performed in the UK and no property situated in the UK relates to the transfer.

Provided that the Shares are not registered in any register kept in the UK by or on behalf of the Company and that the Shares are not paired with shares issued by a company (or any other body corporate) incorporated in the UK, any agreement to transfer the Shares and any transfer of the Shares effected on a paperless basis through CREST will not be subject to UK SDRT.

ISA, SSAS and SIPP

Shares acquired by a UK Individual Shareholder in the Issue or on the secondary market should be eligible to be held in a stocks and shares ISA, subject to applicable annual subscription limits (£20,000 in the tax year 2021-2022). Investments held in ISAs will be free of UK tax on both capital gains and income. The opportunity to invest in shares through an ISA is restricted to certain UK resident individuals aged 18 or over. Junior ISAs are available to children under the age of 18 who are resident in the UK subject to the annual allowance of £9,000 for the 2021-2022 tax year. Sums received by a Shareholder on a disposal of Shares would not count towards the Shareholder’s annual limit; but a disposal of Shares held in an ISA will not serve to make available again any part of the annual subscription limit that has already been used by the Shareholder in that tax year.

Individuals wishing to invest in Shares through an ISA should contact their professional advisers regarding their eligibility.

The Directors have been advised that the Shares should be eligible for inclusion in a SIPP or a SSAS, subject to the discretion of the trustees of the SIPP or the SSAS, as the case may be.

Other United Kingdom tax considerations

UK Offshore Fund Rules

The Directors have been advised that the Company should not be, and the Shares should not be shares in, an “offshore fund” for the purposes of UK taxation, although the Company does not make any commitment to investors that it will not be treated as an offshore fund.

Controlled Foreign Companies

If the Company is controlled by UK resident persons (corporate and individual) such that it would be a “Controlled Foreign Company” for UK tax purposes, UK Corporate Shareholders having an interest in the Company, such that broadly 25 per cent. or more of the Company’s profits for an accounting period could be apportioned to them, may be liable to corporation tax in respect of their share of the Company’s profits in accordance with the provisions of Part 9A of the Taxation (International and Other Provisions) Act 2010.

Transfer of assets abroad

The attention of UK Individual Shareholders 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 outside the UK and may render them liable to income tax in respect of undistributed income and profits of the Company.

Attribution of gains to persons resident in the United Kingdom

The attention of persons resident in the United Kingdom for taxation purposes is drawn to the provisions of Chapter 3 of Part 1 of the Taxation of Chargeable Gains Act 1992 (“**Chapter 3**”). Broadly, this chapter applies to a “participator” (direct or indirect) for the purposes of this Chapter (which includes a Shareholder) if at any time when a gain accrues to the Company which constitutes a chargeable gain for those purposes,

the Company would, were it to have been resident in the United Kingdom for UK taxation purposes, be a “close” company for those purposes.

The provisions of Chapter 3 of the TCGA 1992 could, if applicable, result in any such person who is a “participator” in the Company being treated for the purposes of United Kingdom taxation of chargeable gains as if a part of any chargeable gain accruing to the Company had accrued to that person directly, that part being equal to the proportion of the gain that corresponds to that person’s proportionate interest in the Company as a “participator”. No liability under Chapter 3 should be incurred by such a person however, where the amount apportioned to such person and to persons connected with them does not exceed one quarter of the gain.

Transactions in securities

The attention of Shareholders is drawn to the provisions of (in the case of UK Individual Shareholders) Chapter 1 of Part 13 of the Income Tax Act 2007 and (in the case of UK Corporate Shareholders) Part 15 of the CTA 2010, which give powers to HMRC to cancel tax advantages derived from certain transactions in securities.

If any Shareholder is in doubt as to their taxation position, they are strongly recommended to consult an independent professional adviser without delay.

Part 12

General Information

1 RESPONSIBILITY

- 1.1 The Company and each of the Directors, whose names appear on page 29 of this document, accept responsibility for the information contained in this document. To the best of the knowledge of the Company and the Directors, the information contained in this document is in accordance with the facts and this document makes no omission likely to affect its import.
- 1.2 The Investment Manager accepts responsibility for the information and opinions related to or attributed to the Investment Manager or any Affiliate of the Investment Manager contained in Part 2 (*Risk Factors*), paragraphs 1 and 8 of Part 6 (*The Company*), paragraph 1.4 of Part 7 (*The Portfolio*), Part 8 (*Investment Outlook*) and paragraphs 2 and 5 of Part 9 (*Directors, Investment Manager and Administration*) of this document (the “**Investment Manager Sections**”). To the best of the Investment Manager’s knowledge, the Investment Manager Sections are in accordance with the facts and make no omission likely to affect their import.

2 THE COMPANY

- 2.1 The Company was incorporated as a non-cellular company limited by shares in Guernsey under The Companies (Guernsey) Law 1994-1996, as amended, on 1 June 2004 with the name Ruffer Investment Company Limited and registered number 41996.
- 2.2 The registered office and principal place of business of the Company is Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 1GR with telephone no. +44 (0)1481 737600.
- 2.3 The principal legislation under which the Company operates is the Companies Law and ordinances and regulations made thereunder. The Company is regulated by the GFSC and authorised as a closed-ended investment scheme pursuant to the POI Law and the Rules. The Company is not regulated as a collective investment scheme by the FCA but is an AIF under the AIFM Regime and the EU AIFM Directive. The Company and the Shareholders are subject to the Listing Rules, the Prospectus Regulation Rules, the Prospectus Regulation, MAR, the Disclosure Guidance and Transparency Rules and the rules of the London Stock Exchange.
- 2.4 The Company’s accounting period ends on 30 June of each year. The current accounting period will end on 30 June 2022. The annual report and accounts will be prepared in Sterling according to accounting standards laid out under IFRS and applicable law.
- 2.5 The Company is domiciled in Guernsey, does not have any employees, and does not own any premises and, as at the date of this document, has no subsidiaries.
- 2.6 The Company has been established with an indefinite life.
- 2.7 The Company operates in accordance with its Memorandum and Articles.

3 SHARE CAPITAL

- 3.1 The principal legislation under which the Company operates, and under which the Shares were created, is the Companies Law and ordinances and regulations made thereunder. The Shares are denominated in Sterling.
- 3.2 This issued share capital of the Company as at 30 June 2018 was 177,188,416 Shares.
- 3.3 The following changes in the share capital of the Company have taken place between 1 July 2018 and the date of this document:
 - (a) between 10 July 2018 and 6 November 2018 (inclusive), in aggregate, 3,600,000 Shares were issued by the Company by way of tap issue:

<i>Date of issue</i>	<i>Number of Shares</i>	<i>Price per Share (p)</i>	<i>Net proceeds of issue</i>
10 July 2018	250,000	231.50	£575,856
24 July 2018	200,000	233.75	£465,163
11 September 2018	1,550,000	229.00	£3,531,753
16 October 2018	550,000	225.10	£1,231,860
30 October 2018	350,000	225.30	£784,607
6 November 2018	700,000	226.25	£1,575,831

- (b) between 4 February 2021 and the date of this document (inclusive), 43,975,000 Tap Shares were issued by the Company by way of Tap Issue:

<i>Date of issue</i>	<i>Number of Tap Shares</i>	<i>Price per Tap Share (p)</i>	<i>Net proceeds of issue</i>
4 February 2021	500,000	270.00	£1,343,250
10 February 2021	1,000,000	275.50	£2,741,225
11 February 2021	1,000,000	275.50	£2,741,225
18 February 2021	500,000	276.50	£1,375,588
24 February 2021	750,000	276.25	£2,061,516
25 February 2021	1,000,000	276.25	£2,748,688
3 March 2021	750,000	276.50	£2,063,381
4 March 2021	500,000	276.50	£1,375,588
10 March 2021	300,000	281.25	£839,531
11 March 2021	400,000	281.25	£1,119,375
17 March 2021	1,000,000	284.50	£2,830,775
18 March 2021	1,000,000	284.50	£2,830,775
24 March 2021	850,000	284.50	£2,406,159
25 March 2021	150,000	284.75	£424,989
31 March 2021	1,100,000	284.50	£3,113,853
1 April 2021	150,000	286.50	£427,601
7 April 2021	500,000	284.25	£1,414,144
8 April 2021	450,000	284.25	£1,272,729
14 April 2021	1,500,000	285.50	£4,261,088
15 April 2021	1,280,000	285.50	£3,636,128
21 April 2021	800,000	284.50	£2,264,620
22 April 2021	500,000	284.50	£1,415,388
28 April 2021	150,000	284.50	£424,616
29 April 2021	350,000	285.00	£992,513
5 May 2021	800,000	286.00	£2,276,560
6 May 2021	250,000	286.25	£712,047
12 May 2021	700,000	286.75	£1,997,214
13 May 2021	250,000	287.00	£713,913
20 May 2021	850,000	291.00	£2,461,133
26 May 2021	600,000	292.00	£1,743,240
27 May 2021	250,000	292.00	£726,350
2 June 2021	750,000	292.25	£2,180,916
3 June 2021	200,000	292.25	£581,578
9 June 2021	250,000	293.25	£729,459
10 June 2021	300,000	293.50	£876,098
16 June 2021	500,000	292.25	£1,453,944
17 June 2021	350,000	292.25	£1,017,761
23 June 2021	300,000	287.75	£858,934
24 June 2021	650,000	287.75	£1,861,023
30 June 2021	450,000	285.75	£1,279,446
1 July 2021	150,000	285.75	£426,482
7 July 2021	400,000	286.50	£1,140,270
8 July 2021	400,000	286.50	£1,140,270
14 July 2021	850,000	286.50	£2,423,074
15 July 2021	400,000	286.50	£1,140,270
21 July 2021	1,500,000	283.50	£4,231,238
22 July 2021	400,000	283.50	£1,128,330
28 July 2021	850,000	285.00	£2,410,388
29 July 2021	400,000	285.00	£1,134,300

<i>Date of issue</i>	<i>Number of Tap Shares</i>	<i>Price per Tap Share (p)</i>	<i>Net proceeds of issue</i>
4 August 2021	1,500,000	286.75	£4,279,744
5 August 2021	250,000	286.75	£713,291
11 August 2021	900,000	287.25	£2,572,324
12 August 2021	300,000	287.25	£857,441
18 August 2021	600,000	286.25	£1,708,913
19 August 2021	350,000	286.25	£996,866
25 August 2021	1,280,000	286.75	£3,652,048
26 August 2021	1,000,000	287.25	£2,858,138
2 September 2021	600,000	286.50	£1,710,405
9 September 2021	150,000	288.25	£430,213
15 September 2021	1,000,000	288.00	£2,865,600
22 September 2021	415,000	286.25	£1,181,998
29 September 2021	1,000,000	288.00	£2,865,600
6 October 2021	750,000	288.50	£2,152,931
13 October 2021	750,000	292.50	£2,182,781
20 October 2021	750,000	300.50	£2,242,481
27 October 2021	1,000,000	304.50	£3,029,775
3 November 2021	1,100,000	297.25	£3,253,401
10 November 2021	1,000,000	300.00	£2,985,000

3.4 All the net proceeds of the Shares issued as detailed at paragraph 3.3 have been invested and/or retained as cash in accordance with the Company's investment objective and investment policy.

3.5 The Company's share capital: (i) as at the date of this document; and (ii) as it will be immediately following Admission (assuming 56,190,854 new Shares are issued pursuant to the Issue) is as follows:

	<i>(i) as at the date of this document</i>		<i>(ii) immediately following Admission</i>	
	<i>Aggregate Number of Shares</i>	<i>nominal value</i>	<i>Aggregate Number of Shares</i>	<i>nominal value</i>
Shares	224,763,416	£22,476.34	280,954,270	£28,095.43

3.6 At the Company's annual general meeting held on 4 December 2020 a resolution was passed to authorise the Company in accordance with section 315 of the Companies Law to make market acquisitions (as defined in the Companies Law) of its Shares, provided that:

- (a) the maximum number of Shares authorised to be acquired by the Company is 14.99 per cent. of the Shares in issue at the date of the resolution;
- (b) the minimum price (exclusive of expenses) which may be paid for a Share is 0.01p, being the nominal value per Share;
- (c) the maximum price (exclusive of expenses) which may be paid for a Share must not be more than the higher of:
 - (i) 5 per cent. above the average market value of a Share for the five business days prior to the day the purchase is made; and
 - (ii) the value of a Share calculated on the basis of the higher of the price quoted for the last independent trade and the highest independent bid for any number of the Shares on the trading venue where the purchase is carried out;
- (d) acquisitions may only be made pursuant to this authority if the Shares are (at the date of the proposed acquisition) trading on the London Stock Exchange at a discount to the lower of the undiluted or diluted Net Asset Value;
- (e) such authority will expire at the conclusion of the annual general meeting of the Company in 2021 or, if earlier, on the expiry of 15 months from the passing of the resolution, unless such authority is renewed prior to such time; and

- (f) the Company may make a contract to acquire Shares under the authority prior to the expiry of such authority which will or may be executed wholly or partly after the expiration of such authority and may make an acquisition of Shares pursuant to any such contract.

At the 2021 AGM, a resolution will be proposed to renew this authority on the basis set out at paragraph 3.9 below.

- 3.7 At the Company's extraordinary general meeting held on 27 September 2021, the Board was granted authority to allot 21,684,841 equity securities (as defined in the Articles) (representing 10 per cent. of the equity securities in issue), excluding Shares held in treasury, for cash at a price of not less than the Net Asset Value per Share plus the costs of the exercise at the time of any such allotment on a non-pre-emptive basis, provided that such authority will expire (unless previously renewed, varied or revoked by the Company in general meeting), immediately prior to the annual general meeting of the Company to be held in 2021 and such authority to be in addition to any existing authority to allot equity securities on a non-pre-emptive basis. At the 2021 AGM, a resolution will be proposed to renew this authority on the basis set out at paragraph 3.9 below.
- 3.8 On 3 December 2021, a resolution of the Company will be considered at the General Meeting to empower the Board to grant rights to subscribe for, to convert and to make offers or agreements to issue equity securities (as defined in the Articles) for cash as if the pre-emption rights contained in the Articles in respect of such equity securities did not apply to any such issue, provided that this power shall be limited to the issue of up to 56,190,854 Shares in connection with the Issue at the Issue Price, and such authority will, unless previously revoked or varied, expire on 31 December 2021 save that the Company may, before such expiry, make an offer or agreement which would or might require Shares to be issued after such expiry and the Board may issue equity securities in pursuance of any such offer or agreement as if this power had not expired, such authority being in addition to any existing authority to allot equity securities on a non-pre-emptive basis.
- 3.9 On 3 December 2021, resolutions of the Company will be considered at the 2021 AGM to, *inter alia*:
 - (a) authorise the Company in accordance with section 315 of the Companies Law to make market acquisitions (as defined in the Companies Law) of its Shares, provided that:
 - (i) the maximum number of Shares authorised to be acquired by the Company is 14.99 per cent. of the Shares in issue at the date of the resolution;
 - (ii) the minimum price (exclusive of expenses) which may be paid for a Share is 0.01p, being the nominal value per Share;
 - (iii) the maximum price (exclusive of expenses) which may be paid for a Share must not be more than the higher of:
 - (A) 5 per cent. above the average market value of a Share for the five business days prior to the day the purchase is made; and
 - (B) the value of a Share calculated on the basis of the higher of the price quoted for the last independent trade and the highest independent bid for any number of the Shares on the trading venue where the purchase is carried out;
 - (iv) acquisitions may only be made pursuant to this authority if the Shares are (at the date of the proposed acquisition) trading on the London Stock Exchange at a discount to the lower of the undiluted or diluted Net Asset Value;
 - (v) such authority will expire at the conclusion of the annual general meeting of the Company in 2022 or, if earlier, on the expiry of 15 months from the passing of the resolution, unless such authority is renewed prior to such time; and
 - (vi) the Company may make a contract to acquire Shares under the authority prior to the expiry of such authority which will or may be executed wholly or partly after the expiration of such authority and may make an acquisition of Shares pursuant to any such contract;
 - (b) authorise the Board to issue up to an aggregate number of equity securities (as defined in the Articles) as represents 10 per cent. of the Shares admitted to trading on the Main Market immediately following the passing of the resolution on a non-pre-emptive basis, provided that such authority will expire (unless previously renewed, varied or revoked by the Company by special

resolution), on the date which is 18 months from the date of passing of the resolution or, if earlier, at the conclusion of the next annual general meeting of the company, save that the Company may, before such expiry, make an offer or agreement which would or might require Shares to be issued after such expiry and the Board may allot Shares in pursuance of any such offer or agreement as if this authority had not expired; and

(c) amend the Articles to enable hybrid or virtual general meetings to take place going forward.

3.10 The Company is permitted to fund the payments for purchases of Shares in any manner permitted by the Companies Law and the Directors must have reasonable grounds for believing that the Company will satisfy the solvency test prescribed by the Companies Law immediately after making such purchases.

3.11 In accordance with the authority proposed to be granted to the Directors as set out in paragraph 3.8 above and by the Articles, it is expected that the Shares to be issued pursuant to the Issue will be allotted (conditionally upon Admission) pursuant to a resolution of the Board to be passed shortly before Admission in accordance with the Companies Law.

3.12 No shares in the capital of the Company are held by or on behalf of the Company.

3.13 Save as disclosed in this paragraph 3 of this Part 12 (*General Information*), no share or loan capital of the Company has since 1 July 2018 been issued or been agreed to be issued, fully or partly paid, either for cash or for a consideration other than cash, and other than pursuant to the Issue, no such issue is now proposed.

3.14 As at the date of this document, the Company has not granted any options over its share or loan capital which remain outstanding and has not agreed, conditionally or unconditionally to grant any such options and no convertible securities, exchangeable securities or securities with warrants have been issued by the Company.

3.15 All of the Shares will be in registered form and will be eligible for settlement in CREST. Temporary documents of title will not be issued.

3.16 Applicants who have signed and returned an Offer for Subscription Application Form may not withdraw their applications for Shares subject to their statutory rights of withdrawal in the event of the publication of a supplementary prospectus.

4 INTERESTS OF DIRECTORS AND MAJOR SHAREHOLDERS

4.1 The interests of the Directors (beneficial or non-beneficial) in the share capital of the Company as at 12 November 2021 (being the latest practicable date prior to the publication of this document) and as they are expected to be immediately following the Issue, are as follows:

<i>Director</i>	<i>Interests in Shares at 12 November 2021</i>		<i>Interests in Shares immediately following the Issue⁽³⁾</i>	
	<i>No. of Shares</i>	<i>Percentage issued share of capital</i>	<i>No. of Shares</i>	<i>Percentage Enlarged Share Capital</i>
Christopher Russell	100,000	0.04%	125,000	0.04%
Shelagh Mason	11,325 ⁽¹⁾	0.01%	14,697	0.01%
Jill May	11,000	0.00%	13,750	0.00%
David Staples	80,000	0.04%	500,000	0.18%
Nicholas Pink	36,023 ⁽²⁾	0.02%	45,028	0.02%
Total	238,348	0.11%	698,475	0.25%

(1) All held beneficially jointly with her spouse.

(2) This includes 6,265 Shares held beneficially by Nicholas Pink alone, 21,834 Shares held beneficially jointly with his spouse and 7,924 Shares held beneficially by his spouse.

- (3) Assuming 56,190,854 new Shares are issued pursuant to the Issue and take up by each Director of his/her Basic Entitlement in full as well as, in respect of Shelagh Mason, a further 541 Shares which she and her spouse intend to apply for under the Excess Application Facility and, in respect of David Staples, a further 150,000 Shares which he intends to apply for under the Excess Application Facility and a further 250,000 Shares which his partner intends to apply for under the Offer for Subscription or Intermediaries Offer.

- 4.2 No Director has a service contract with the Company, nor are any such contracts proposed, each Director having been appointed pursuant to a letter of appointment entered into with the Company. Shelagh Mason and Nicholas Pink have each been appointed for an initial term of three years with an option to extend for a further two terms and David Staples, Christopher Russell and Jill May have each been appointed for an initial term of five years with an option to extend for a further four years, provided that each Director will retire from office at each annual general meeting and, if not re-elected following retirement, their appointment will cease immediately. As the initial term under Christopher Russell's appointment letter is due to expire 1 December 2021 the option to extend his appointment for a further four years has been exercised. The Directors' letters of appointment do not provide for benefits upon termination. The Directors' appointments can be terminated in accordance with the Articles without compensation. The Articles provide that the office of director shall be terminated by, among other things: (i) written resignation; (ii) resolution of the Board following absences from board meetings for six consecutive months or more; or (iii) written request of all of the other Directors.
- 4.3 Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. The Directors' respective current fees, dates of expiration of current term and dates of appointment to the Board are as follows:

<i>Director</i>	<i>Date of appointment</i>	<i>Date of expiration of current term</i>	<i>Current fees</i>
Christopher Russell	1 December 2016	30 November 2025	£44,550
Shelagh Mason	1 June 2020	31 May 2023	£31,500
Jill May	17 March 2017	16 March 2022	£33,650
David Staples	2 March 2018	1 March 2023	£36,250
Nicholas Pink	1 September 2020	31 August 2023	£31,500

The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties. The aggregate remuneration and benefits in kind of the Directors in respect of the financial period ended 30 June 2021 was £178,702.

- 4.4 No amount has been set aside or accrued by the Company to provide pensions, retirement or other similar benefits.
- 4.5 None of the Directors has, or has had, an interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company or that has been effected by the Company since 1 July 2018.
- 4.6 The Company has not made any loans to the Directors which are outstanding, nor has it ever provided any guarantees for the benefit of any Director or the Directors collectively.

- 4.7 Over the five years preceding the date of this document, the Directors hold or have held the following directorships (apart from their directorships of the Company) or memberships of administrative, management or supervisory bodies and/or partnerships:

<i>Name</i>	<i>Current</i>	<i>Previous</i>
Christopher Russell	Absolute Return Objective SA Dawnfield Holdings Limited Deska Holdings Limited Genki Holdings Limited Hanseatic Asset Management LBG JPMorgan Global Core Real Assets Limited Les Cotils Charitable Company LBG Taipa Holdings Ltd TISEF Limited	E.I.P. China Opportunities Fund SPC E.I.P. Funds (Cayman Islands) SPC Enhanced Index Funds pcc FCPT Holdings Limited F&C Commercial Property Holdings Limited F&C Commercial Property Trust Limited HICL Infrastructure Company Limited HICL Infrastructure 1 HICL Infrastructure 2 Leonardo Crawley Limited Lothian Capital Limited Macau Property Opportunities Fund Limited Marina View Management Limited Prime Four Limited RYSR Ltd SCP Estate Holdings Limited SCP Estate Limited Winchester Burma Limited
Shelagh Mason	Channel Islands Property Fund Limited Global Fixed Income Realisation Limited Riverside Capital PCC Limited Skipton International Limited Starwood European Real Estate Finance Limited The Renewables Infrastructure Group Limited Third Point Independent Voting Company Limited	MedicX Fund Limited PFB Data Centre Fund Limited Leadenhall Property Co (Jersey) Limited Private JV Alpha German Property Income Trust Limited
Jill May	Alpha Financial Markets Consulting plc JPMorgan Claverhouse Investment Trust plc Langham Farms Limited Langham Industries Limited May Family Holdings Limited Standard Life Investments Property Income Trust Limited The Wellington College International Limited Tusk Trust Limited	Vaculug Limited Sirius Real Estate Limited

<i>Name</i>	<i>Current</i>	<i>Previous</i>
David Staples	Aberdeen Private Equity Fund Limited Apax IX GP Co. Limited Apax X GP Co Limited Apax Digital II GP Co Limited Apax Digital GP Co Limited Apax Europe VI GP Co Limited Apax Europe VII GP Co Limited Apax Europe VIII GP Co Limited Baker Steel Resources Trust Limited Duet Real Estate Finance Limited NB Global Monthly Income Fund Limited	Global Fixed Income Realisation Limited Gottex Fund Management Holdings Limited Henderson Far East Income Limited Hirzel IV PTC Limited Hirzel IV Purpose Trust HSBC Private Bank (C.I.) Limited MedicX Fund Limited
Nicholas Pink	Brighton College JPMorgan Russian Securities plc Poundsbridge CIC Redburn (Europe) Limited St Christopher's School, Hove	

4.8 Save as disclosed in paragraph 4.9 below, the Directors in the five years before the date of this document:

- (a) do not have any convictions in relation to fraudulent offences;
- (b) have not been associated with any bankruptcies, receiverships or liquidations of any partnership or company through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company; and
- (c) do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administration, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.

4.9 Shelagh Mason was formerly a director of PFB Data Centre Fund Limited which, on 17 March 2017, entered into solvent members' voluntary liquidation. David Staples is a director of Aberdeen Private Equity Fund Limited and Duet Real Estate Finance Limited which on 29 June 2018 and 23 March 2017 respectively entered into solvent members' voluntary liquidations. Shelagh Mason is, and David Staples was formerly, a director of Global Fixed Income Realisation Limited which, on 29 March 2019, entered into solvent members' voluntary liquidation.

4.10 So far as is known to the Company, and which is notifiable under the Disclosure Guidance and Transparency Rules, as at 29 October 2021 (being the latest practicable date prior to the publication of this document), the following persons held, directly or indirectly, 3 per cent. or more of the issued Shares or the Company's voting rights:

<i>Name</i>	<i>No. of Shares</i>	<i>Percentage of voting rights</i>
Rathbones	27,401,488	12.31%
Brewin Dolphin, stockbrokers	19,650,533	8.83%
Hargreaves Lansdown, stockbrokers	18,175,931	8.16%
Interactive Investor	16,120,663	7.24%
Tilney	11,440,235	5.14%
Charles Stanley	11,430,152	5.13%
AJ Bell, stockbrokers	9,492,929	4.26%

(Source: Latest available share register analysis produced by Richard Davies Investor Relations Limited)

- 4.11 All Shareholders of the same class have the same voting rights in respect of the share capital of the Company.
- 4.12 As at 12 November 2021 (being the latest practicable date prior to the publication of this document), the Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.
- 4.13 The Company and the Directors are not aware of any arrangements, the operation of which may at a subsequent date result in a change in control of the Company.
- 4.14 Save as disclosed in: (i) note 16 on pages 77 to 79 of the annual report for the year ended 30 June 2019; (ii) note 16 on pages 84 to 86 of the annual report for the financial year ended 30 June 2020; and (iii) note 16 on pages 101 to 102 of the annual report for the financial year ended 30 June 2021, each of which are incorporated by reference into this document, the Company has not entered into any related party transaction at any time during the period from 1 July 2018 to 12 November 2021 (being the latest practicable date prior to the publication of this document).
- 4.15 As at the date of this document, none of the Directors has any conflict of interest or potential conflict of interest between any duties to the Company and their private interests and/or other duties.
- 4.16 The Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

5 THE ARTICLES

The Memorandum and Articles contain provisions, *inter alia*, to the following effect:

5.1 Objects/purposes

The Memorandum provides that the objects of the Company are not restricted.

5.2 Voting rights

Subject to the restrictions referred to below and to any special rights or restrictions for the time being attached to any class of shares, every member present in person or by proxy has, on a show of hands, one vote and, on a poll, one vote for every share held by him.

5.3 Shares

(a) Shares of 0.01p each

(i) Income

Holders of Shares are entitled to participate in any dividends or other distributions out of the profits of the Company available for distribution and resolved to be distributed in respect of any accounting period or any other income right to participate therein.

(ii) Capital

Holders of Shares are entitled on the winding-up of the Company to receive out of the assets of the Company available for distribution an amount equal to the nominal value of the Shares plus the surplus (if any) remaining after payment of the nominal values of the Nominal Shares then in issue.

(iii) Redemption

The Directors are entitled in their absolute discretion to determine the procedures for redemption, on and after the Redemption Date (subject to the facilities and requirements of CREST). Without prejudice to the foregoing and subject to the Companies Law and to such pre-determined maximum, the Company shall on each Redemption Date redeem such number of Shares as the Board may determine. The Company shall notify Shareholders of the number of Shares, if any, to

be redeemed (subject to such pre-determined maximum) and the discount to be applied to the Net Asset Value of the Shares in arriving at the redemption price.

Payment of the redemption price in respect of any Shares in certificated form may be made by cheque or warrant made payable to the relevant Shareholders or, in the case of joint Shareholders, to such relevant joint Shareholders or to such person or persons as the relevant Shareholder or all the relevant joint Shareholders may in writing direct and sent (at the risk of the Shareholder or Shareholders) to the address specified by that Shareholder (or, if none is specified, to the address of the Shareholder as entered on the register, or in the case of joint Shareholders, to that one of the relevant joint Shareholders who is first named on the register in respect of such Shares). Due payment of the cheque or warrant will be in satisfaction of the redemption price represented thereby. The Company may alternatively make such payment by electronic transfer to a bank account nominated by the relevant Shareholder or all the relevant joint Shareholders and notified to the Registrar not less than three Business Days before the Redemption Date, at the Shareholder's or Shareholders' expense. Every such cheque or warrant which is sent through the post shall be sent by first class post.

Each payment in respect of Shares held in uncertificated form (that is, in CREST) will be made by electronic transmission to an account in accordance with the mandate instruction in writing acceptable to the Company given by the relevant Shareholder or all the relevant joint Shareholders.

- (b) C Shares of 0.1p each and Deferred Shares of 0.01p each

(i) **Definitions**

The following definitions apply (for the purposes of this paragraph 5.3 only) in addition to, or (where applicable) in substitution for the definitions applicable elsewhere in this document:

"C Share Surplus" in relation to any tranche of C Shares means the net assets of the Company attributable to the C Shares in that tranche, being the assets attributable to the C Shares in that tranche (including for the avoidance of doubt, any income and/or revenue (net of expenses) arising from or relating to such assets) less such proportion of the Company's liabilities as the Directors shall reasonably allocate to the assets of the Company attributable to such C Shares;

"Calculation Time" in relation to any tranche of C Shares means the earliest of:

- (A) the close of business on the date determined by the Directors that at least 80 per cent. of the assets attributable to that tranche of C Shares have been invested (as defined below) in accordance with the Company's investment policy;
- (B) the close of business on the last Business Day prior to the day on which Force Majeure Circumstances have arisen or the Directors resolve that such circumstances are in contemplation;
- (C) the close of business on such date as the Directors may determine to enable the Company to comply with its obligations in respect of Conversion; and
- (D) the close of business on the date falling six months after admission of that tranche of C Shares to the Official List;

"Conversion" means in relation to any tranche of C Shares, the subdivision and conversion of that tranche of C Shares in accordance with paragraph (b)5.3(ix) below;

"Conversion Ratio" is A divided by B calculated to four decimal places (with 0.00005 being rounded upwards) where:

$$A = \frac{C-D}{E}$$

and

$$B = \frac{F-G}{H}$$

and where:

“**C**” is the aggregate of:

- (A) the value of the investments of the Company attributable to the C Shares of the relevant tranche (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are to be valued in accordance with (B) below) which are listed or dealt in on a stock exchange or on a similar market:
 - (1) calculated in the case of investments of the Company which are listed on the London Stock Exchange according to the prices issued by the London Stock Exchange as at the Calculation Time, being the closing middle market prices for all investments other than the FTSE 100 constituents and FTSE 100 reserve list constituents for which the last trade prices shall be used. If any such investments are traded under the London Stock Exchange Daily Electronic Trading Service (“**SETS**”) and the latest recorded prices at which such investments have been traded as shown in the London Stock Exchange Daily Official List differ materially from the bid and offer prices of the investments quoted on SETS as at the Calculation Time, the value of such investments shall be adjusted to reflect the fair realisable value as determined by the Directors. Investments of the Company which are listed, quoted or dealt in on any other recognised stock exchange shall be valued by reference to the closing middle market prices on the principal stock exchange or market where the relevant investment is listed, quoted or dealt in as at the Calculation Time, as shown by the relevant exchange’s or market’s recognised method of publication of prices for such investments. Debt related securities (including government stocks) shall be valued by reference to the closing middle market price, subject to any adjustment to exclude any accrual of interest which may be included in the quoted price, as at the Calculation Time; or
 - (2) where such published prices are not available, calculated by reference to the Directors’ belief as to a fair current trading price at the Calculation Time for those investments, after taking account of any other price publication services reasonably available to the Directors;
- (B) the value of all other investments of the Company attributable to the C Shares of the relevant tranche at their respective acquisition costs, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of acquisition and the Calculation Time; and
- (C) the amount which, in the Directors’ opinion, fairly reflects, at the Calculation Time, the value of the current assets of the Company attributable to the C Shares of the relevant tranche (including cash and deposits with or balances at bank and including any accrued income and other items of a revenue nature less accrued expenses);

“**D**” is the amount which (to the extent not otherwise deducted in the calculation of C) in the Directors’ opinion fairly reflects the amount of the liabilities attributable to the C Shares of the relevant tranche at the Calculation Time;

“**E**” is the number of C Shares of the relevant tranche in issue at the Calculation Time;

“**F**” is the aggregate of:

- (A) the value of all the investments of the Company (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are to be valued in accordance with (B) below), other than investments attributable to the C Shares (of whatever tranche) in issue at the Calculation Time, which are listed or dealt in on a stock exchange or on a similar market:
 - (1) calculated in the case of investments of the Company which are listed on the London Stock Exchange according to the prices issued by the London Stock Exchange as at the Calculation Time, being the closing middle market prices for all investments other than the FTSE 100 constituents and FTSE 100 reserve list constituents for which the last trade prices shall be used. If any such investments are traded under the SETS

and the latest recorded prices at which such investments have been traded as shown in the London Stock Exchange Daily Official List differ materially from the bid and offer prices of the investments quoted on SETS as at the Calculation Time, the value of such investments shall be adjusted to reflect the fair realisable value as determined by the Directors. Investments of the Company which are listed, quoted or dealt in on any other recognised stock exchange shall be valued by reference to the closing middle market prices on the principal stock exchange or market where the relevant investment is listed, quoted or dealt in as at the Calculation Time, as shown by the relevant exchange's or market's recognised method of publication of prices for such investments. Debt related securities (including government stocks) shall be valued by reference to the closing middle market price, subject to any adjustment to exclude any accrual of interest which may be included in the quoted price, as at the Calculation Time; or

- (2) where such published prices are not available, calculated by reference to the Directors' belief as to a fair current trading price at the Calculation Time for those investments, after taking account of any other price publication services reasonably available to the Directors;
- (B) the value of all other investments of the Company, other than investments attributable to the C Shares (of whatever tranche) in issue at the Calculation Time at their respective acquisition costs, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of acquisition and the Calculation Time; and
- (C) the amount which, in the Directors' opinion, fairly reflects at the Calculation Time, the value of the current assets of the Company (including cash and deposits with or balances at bank and including any accrued income or other items of a revenue nature less accrued expenses), other than such assets attributable to the C Shares (of whatever tranche) in issue at the Calculation Time;

"G" is the amount which (to the extent not otherwise deducted in the calculation of F) in the Directors' opinion fairly reflects the amount of the liabilities and expenses of the Company at the Calculation Time (including, for the avoidance of doubt, the full amount of all dividends declared but not paid) less the amount of D;

"H" is the number of Shares in issue at the Calculation Time;

"Conversion Time" means a time which falls after the Calculation Time being the time at which the admission of the New Shares to the Official List becomes effective and which is the earlier of:

- (A) the opening of business on such Business Day as is selected by the Directors provided that such day shall not be more than twenty Business Days after the Calculation Time; or
- (B) such earlier date as the Directors may resolve should Force Majeure Circumstances have arisen or the Directors resolve that such circumstances are in contemplation;

"Force Majeure Circumstances" means in relation to any tranche of C Shares any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable notwithstanding that less than 80 per cent. of the assets attributable to the relevant tranche of C Shares are invested (as defined below) in accordance with the Company's investment policy;

"Independent Accountants" means Moore Stephens or such other firm of chartered accountants as the Directors may appoint for the purpose;

"Manager" means the manager from time to time of the Company's investments;

"Issue Date" means in relation to any tranche of C Shares the date on which the admission of such C Shares to the Official List becomes effective or, if later, the day on which the Company receives the net proceeds of the issue of such C Shares;

"New Shares" means new Shares arising on the conversion of the C Shares of the relevant tranche;

"Share Surplus" means the net assets of the Company less the C Share Surplus;

“Valuation Date” means the business day immediately preceding the Redemption Date.

References to the Independent Accountants certifying any matter shall be construed to mean certification of their opinion as to such matter, whether qualified or not.

For the purposes of this paragraph 5.3, other than in paragraph 5.3(b)(iv) below, assets or investments attributable to the C Shares of a particular tranche or the Shareholders of C Shares of a particular tranche shall mean the net cash proceeds (after all expenses relating thereto) as invested in or represented by investments or cash or other assets from time to time.

For the purposes of paragraph (A) of the definition of Calculation Time and the definition of Force Majeure Circumstances in relation to any tranche of C Shares, the assets attributable to the C Shares of that tranche shall be treated as having been “invested” if they have been expended by or on behalf of the Company in the acquisition or making of an investment (whether by subscription or purchase) or if an obligation to make such payment has arisen or crystallised (in each case unconditionally or subject only to the satisfaction of normal pre-issue conditions) in relation to which the consideration amount has been determined or is capable of being determined by operation of an agreed contractual mechanic.

(ii) **Issues of C Shares**

(A) Subject to the Companies Law, the Directors shall be authorised to issue C Shares in tranches on such terms as they determine provided that such terms are consistent with the provisions summarised in this sub-paragraph (A). The Directors shall, on the issue of each tranche of C Shares, determine the Calculation Time and Conversion Time together with any amendments to the definition of Conversion Ratio attributable to each such tranche.

(B) Each tranche of C Shares, if in issue at the same time, shall be deemed to be a separate class of shares. The Directors may, if they so decide, designate each tranche of C Shares in such manner as they see fit in order that each tranche of C Shares can be identified.

(iii) **Dividends and *pari passu* ranking of C Shares and New Shares**

The holders of C Shares of a tranche shall be entitled to receive, and participate in, any dividends declared only insofar as such dividend is attributed, at the sole discretion of the Directors, to the C Shares Surplus of that tranche.

If any dividend is declared after the issue of any tranche of C Shares and prior to the Conversion of that tranche, the holders of Shares shall be entitled to receive and participate in such dividend only insofar as such dividend is not attributed, at the sole discretion of the Directors, to the C Share Surplus of the relevant tranche of C Shares.

The New Shares shall rank in full for all dividends and other distributions declared, made or paid after the Conversion Times and otherwise *pari passu* with the Shares in issue at the Conversion Time.

The Deferred Shares (to the extent that any are in issue and extant) shall not entitle the holders thereof to any dividend or any other right as the holders thereof to share in the profits or net assets of the Company.

(iv) **Rights as to capital**

The capital and assets of the Company shall, on a winding-up or on a return of capital prior, in each case, to Conversion be applied as follows:

- (A) the Share Surplus shall be divided amongst the shareholders of Shares and Nominal Shares according to the rights attaching thereto as if the Share Surplus comprised the assets of the Company available for distribution;
- (B) the C Share Surplus shall be divided amongst the holders of C Shares *pro rata* according to their holdings of C Shares; and
- (C) the Deferred Shares shall have no rights to the capital or assets of the Company.

(v) **Voting and transfer**

The C Shares shall carry the right to receive notice of, and to attend or vote at, any general meeting of the Company. The C Shares shall be transferable in the same manner as the Shares. The Deferred Shares shall not be transferable and shall not carry any rights to receive notice of, or attend or vote at, any general meeting of the Company.

(vi) **Redemption**

- (A) The C Shares are issued on terms that each tranche of C Shares and Deferred Shares shall be redeemable by the Company in accordance with the terms set out in the Articles.
- (B) At any time prior to Conversion, the Company may, at its discretion, redeem all or any of the C Shares then in issue by agreement with any holder(s) thereof in accordance with such procedures as the Directors may determine (subject to the facilities and procedures of CREST) and in consideration of the payment of such redemption price as may be agreed between the Company and the relevant holder(s) of C Shares.
- (C) The Deferred Shares arising from Conversion of a particular tranche of C Shares (to the extent that any are in issue and extant) may be redeemed at the option of the Company at any time following Conversion of the relevant tranche of C Shares for an aggregate consideration of 1p for all such Deferred Shares, and for such purposes any Director is authorised as agent on behalf of each holder of Deferred Shares, in the case of any share in certificated form, to execute any stock transfer form and to do any other act or thing as may be required to give effect to the same including, in the case of a share in uncertificated form, the giving of directions to or on behalf of each holder of Deferred Shares who shall be bound by them.
- (D) The Company shall not be obliged to issue share certificates to the holders of Deferred Shares.

(vii) **Class consents and variation of rights**

Without prejudice to the generality of the Articles, until Conversion the consent of the holders of C Shares as a class shall be required for, and accordingly, the special rights attached to the C Shares shall be deemed to be varied, *inter alia*, by:

- (A) any alteration to the Memorandum or the Articles; or
- (B) any alteration, increase, consolidation, division, sub-division, cancellation, reduction or purchase by the Company of any issued or authorised share capital of the Company (other than on Conversion); or
- (C) any allotment or issue of any security convertible into or carrying a right to subscribe for any share capital of the Company or any other right to subscribe or acquire share capital of the Company; or
- (D) the passing of any resolution to wind up the Company; or
- (E) the selection of any accounting reference date other than 30 June.

(viii) **Undertakings**

Until Conversion, and without prejudice to its obligations under the Companies Law, the Company shall in relation to each tranche of C Shares;

- (A) procure that the Company's records and bank accounts shall be operated so that the assets attributable to the C Shares of the relevant tranche can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall procure that separate cash accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares of the relevant tranche; and
- (B) allocate to the assets attributable to the C Shares of the relevant tranche such proportion of the expenses or liabilities of the Company incurred or accrued between the Issue Date and the Calculation Time (both dates inclusive) as the Directors fairly consider to be attributable to the C Shares of the relevant tranche including, without prejudice to the

generality of the foregoing, those liabilities specifically identified in the definition of Conversion Ratio above; and

- (C) give appropriate instructions to the Investment Manager to manage the Company's assets so that such undertakings can be complied with by the Company.

(ix) **Conversion**

In relation to each tranche of C Shares, the C Shares shall be sub-divided and converted into New Shares and Deferred Shares at the Conversion Time in accordance with the following provisions of this paragraph. The Directors shall procure that:

- (A) the Administrator shall be requested to calculate, within two Business Days after the Calculation Time, the Conversion Ratio as at the Calculation Time and the number of New Shares to which each holder of C Shares of that tranche shall be entitled on Conversion; and
- (B) the Independent Accountants shall be requested to certify, within three Business Days after the Calculation Time, that such calculations:
 - (1) have been performed in accordance with the Articles; and
 - (2) are arithmetically accurate,whereupon, subject to the proviso in the definition of Conversion Ratio above, such calculations shall become final and binding on the Company and all holders of Shares and holders of C Shares.

The Directors shall procure that, as soon as practicable following such certificate, an announcement is made to a Regulatory Information Service, advising holders of C Shares of that tranche, the Conversion Time, the Conversion Ratio and the aggregate number of New Shares to which holders of C Shares of that tranche are entitled on Conversion.

Conversion shall take place at the Conversion Time. On Conversion:

- (A) each issued C Share shall automatically be sub-divided into ten sub-divided C Shares of 0.01p each and such number of sub-divided C Shares shall automatically convert into such number of New Shares (such sub-division and conversion being deemed to be authorised by the special resolution creating the C Shares) as shall be necessary to ensure that, upon Conversion being completed, the aggregate number of sub-divided C Shares which are converted into New Shares equals the aggregate number of C Shares of that tranche in issue at the Calculation Time multiplied by the Conversion Ratio (rounded down to the nearest whole New Share). Each sub-divided C Share which does not so convert into a New Share shall automatically convert into a Deferred Share having the rights set out in paragraphs 5.3(b)(iv) and 5.3(b)(vii) above and shall be dealt with in accordance with paragraph (B) below. Share certificates will not be issued in respect of the sub-divided C Shares.
- (B) each sub-divided C Share which does not convert into a New Share in accordance with paragraph (A) above and is converted into a Deferred Share shall immediately upon Conversion be redeemed by the Company in accordance with paragraph 5.3(b)(vi)(C) above for an aggregate consideration of 1p for all of the Deferred Shares so redeemed. The Company shall not be obliged to account to any holder of C Shares for the redemption monies in respect of such shares. Immediately following such redemption every 10 redeemed Deferred Shares shall be consolidated into Deferred Shares of 0.1p each and each such share shall automatically be reclassified as a C Share in the authorised share capital of the Company. Any Deferred Share of 0.01p not consolidated and reclassified as described above shall be reclassified as a Share in the authorised share capital of the Company. If at a time such shares would otherwise be redeemed the Company may not lawfully effect such redemption except out of the proceeds of a fresh issue of shares made for the purpose of a redemption, the Company shall issue such number of Nominal Shares of 0.01p each to the Administrator at a sufficient price per share in order to provide the Company with the funds to effect such redemption.

The New Shares arising upon Conversion shall be divided amongst the former holders of C Shares *pro rata* according to their respective former holdings of C Shares of the relevant tranche (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to New Shares, including, without prejudice to the generality of the foregoing, selling any such Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company) and for such purposes any Director is hereby authorised as agent on behalf of the former holder of C Shares, in the case of a share in certificated form, to execute any stock transfer form and to do any other act or thing as may be required to give effect to the same including, in the case of a share in uncertificated form, the giving of directions to or on behalf of the former holder of C Shares who shall be bound by them.

Forthwith upon Conversion, any certificates relating to the C Shares of the relevant tranche shall be cancelled and the Company shall issue to each such former holder of C Shares new certificates in respect of the New Shares which have arisen upon Conversion unless such former holder of C Shares elects to hold their New Shares in uncertificated form.

The Company will use its reasonable endeavours to procure that, upon Conversion, the New Shares are admitted to the Official List.

(c) Nominal Shares

Nominal Shares of 0.01p each can only be issued at par to the Administrator in order to ensure that funds are available to redeem the nominal amount paid up on Shares if the Directors so decide at the time of Share redemption. The holder or holders of Nominal Shares shall have the right to receive notice of and to attend general meetings of the Company but shall not be entitled to vote thereat. Nominal Shares shall carry no right to dividends. In a winding-up, holders of Nominal Shares shall be entitled to be repaid an amount equal to their paid up nominal value out of the assets of the Company after payment of the nominal value of the Shares.

The Administrator is obliged to subscribe for Nominal Shares for cash at par when the Shares are redeemed to ensure that funds are available to redeem the nominal amount paid-up on each Share, unless the Directors decide that the nominal amount of such Shares is to be redeemed out of profits attributable to the Company.

(d) Deferred Shares

As described in paragraph 5.3(b) above, Deferred Shares shall only be issued in respect of Conversion of C Shares. In a winding-up after Conversion, Deferred Shares shall be entitled to return an amount equal to their nominal value after return of capital on Shares, paid up on Nominal Shares. The provisions in the Articles as to voting, dividend and redemption of the Deferred Shares are summarised in sub-paragraphs 5.3(b)(iii), 5.3(b)(v) and 5.3(b)(vi) above.

(e) Unclassified Shares of 0.01p each

Unclassified Shares of 0.01p each are only available for issue and designation as a Nominal Share or a Share.

5.4 Dividends

Subject to compliance with section 304 of the Law, the Board may at any time declare and pay any such dividends as appear to be justified by the position of the Company. The Board may also declare and pay any fixed dividend which is payable on any shares of the Company half-yearly or otherwise on fixed dates whenever the position of the Company in the opinion of the Board so justifies.

No dividend shall be paid in excess of the amounts permitted by the Law or approved by the Board provided always that all monies realised on the sale or other realisation of any capital assets in excess of book value and all other monies in the nature of accretion to capital shall not be treated as profits available for distribution by way of dividend.

All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof. No dividend

shall bear interest against the Company. Any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

The Directors are empowered to create reserves before recommending or declaring any dividend. The Directors may also carry forward any profits which they think prudent not to distribute by dividend.

5.5 Issue of shares

Subject to the provisions of the Companies Law and the Articles and without prejudice to any special rights conferred on the holders of any class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred or other special rights, or such restrictions whether in regard to dividend, return of capital, voting or otherwise as the Company may from time to time by ordinary resolution determine and, subject to and in default of such resolution, as the Board may determine.

Subject to the Articles, including the pre-emption rights set out below, the unissued shares shall be at the disposal of the Directors, and they may allot, grant options over or otherwise dispose of them to such persons, at such times and generally on such terms and conditions as they determine but so that no share shall be issued at a discount except in accordance with the Companies Law and so that the amount payable on application of each share shall be fixed by the Board.

The Company may on any issue of shares pay such commission as may be fixed by the Board and disclosed in accordance with the Companies Law. The Company may also pay brokerages.

5.6 Pre-emption rights

The following definitions govern the operation of applicable pre-emption rights in respect of any shares of any class in the Company:

“equity securities” means any class of share of the Company or any rights to subscribe for, or to convert securities into, any class of share of the Company; and

“allotment of equity securities” includes the grant of a right to subscribe for, or to convert any securities into any class of share of the Company and the sale of any class of share of the Company that immediately before the sale are held by the Company in treasury.

The Company shall only allot equity securities of a particular class to a person if it has made an offer to each person who holds shares of the relevant class to allot to him, on the same or more favourable terms, a proportion of those securities that is as nearly as practicable equal to the proportion in number held by him of that class of shares and the period during which such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.

Any such offer required to be made by the Company should be made by a notice that states a period of no less than 21 days during which it may be accepted.

The Company may by special resolution resolve that, for a period not exceeding five years, pre-emption rights shall be excluded or that they shall apply with such modifications as may be specified in that special resolution in relation to the allotment by the Company of equity securities generally, to allotments of a particular description or to a specified allotment of equity securities.

5.7 Variation of rights

If at any time the capital of the Company is divided into separate classes of share, the special rights attached to any class of shares may (unless otherwise provided by the terms of issue) be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of such shares. The necessary quorum shall be two persons holding or representing by proxy at least one third of the issued shares of the class. Every holder of shares of the class concerned shall be entitled at such meeting to one vote for every share held by him on a poll. The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other special rights shall not be deemed to be varied by the creation of or issue of further shares ranking *pari passu* therewith or the

exercise of any power under the disclosure provisions requiring shareholders to disclose an interest in the Company's shares as set out in the Articles.

5.8 **Restrictions on voting**

A member of the Company shall not be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company unless all amounts payable by him in respect of that share have been paid.

A member of the Company shall not, if the Directors so determine, be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company or to exercise any other right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in such shares has failed to comply with a notice requiring the disclosure of shareholders' interests and given under the Articles (see paragraph 5.9 below) within 14 days, in a case where the shares in question represent at least 0.25 per cent. of their class, or within 28 days, in any other case, from the date of such notice. The restrictions will continue until the information required by the notice is supplied to the Company or until the shares in question are transferred or sold in circumstances specified for this purpose in the Articles.

5.9 **Notice requiring disclosure of interest in shares**

The Directors may serve notice on any member requiring that member to disclose to the Company the identity of any person (other than the member) who has an interest in the shares held by the member and the nature of such interest. Any such notice shall require any information in response to such notice to be given within such reasonable time as the Directors may determine.

The Directors may be required to exercise their powers under the relevant Article on a requisition of members holding not less than one tenth of the paid up capital of the Company carrying the right to vote at general meetings. If any member is in default in supplying to the Company the information required by the Company within the prescribed period (which is 28 days after service of the notice or 14 days if the shares concerned represent 0.25 per cent. or more of the issued shares of the relevant class), the Directors in their absolute discretion may serve a direction notice on the member. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the "**default shares**") and any other shares held by the member, the member shall not be entitled to vote in general meetings or class meetings. Where the default shares represent at least 0.25 per cent. of the class of shares concerned the direction notice may additionally direct that dividends on such shares will be retained by the Company (without interest) and that no transfer of the shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.

5.10 **Transfer of shares**

The Articles provide that the Directors may implement such arrangements as they may think fit in order for any class of shares to be admitted to settlement by means of the CREST system. If the Directors implement any such arrangements no provision of the Articles shall apply or have effect to the extent that it is in any respect inconsistent with:

- (a) the holding of shares of that class in uncertificated form;
- (b) the transfer of title to shares of that class by means of the CREST system; or
- (c) the CREST Guernsey Requirements.

Where any class of shares is for the time being admitted to settlement by means of the CREST system such securities may be issued in uncertificated form in accordance with and subject as provided in the CREST Guernsey Requirements. Unless the Directors otherwise determine, such securities held by the same holder or joint holder in both certificated form and uncertificated form shall be treated as separate holdings. Such securities may be changed from uncertificated to certificated form and from certificated to uncertificated form in accordance with and subject as provided in the CREST Guernsey Requirements.

Title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST system. Every transfer of shares from a CREST account of a CREST member to a CREST account of another CREST member shall vest in the transferee a beneficial interest in the shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed.

Subject to restrictions of the Articles, any member may transfer all or any of his shares which are in certificated form by instrument of transfer in any form which the Directors may approve. The instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. The Directors may refuse to register any transfer of certificated shares unless the instrument of transfer is lodged at the Company's registered office accompanied by the relevant share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may refuse to register a transfer of any share which is not fully paid up or on which the Company has a lien provided that this would not prevent dealings from taking place on an open and proper basis.

Subject to the provisions of the CREST Guernsey Requirements the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine provided that such suspension shall not be for more than 30 days in any year and shall be communicated to Shareholders, giving reasonable notice of such suspension, by means of a recognised regulatory news service.

If at any time the holding or beneficial ownership of any shares in the Company would (whether on its own or taken with other shares), in the opinion of the Directors, cause the assets of the Company to be considered "plan assets" within the meaning of Regulation S adopted by the United States Department of Labor under ERISA then any shares which the Directors decide are shares which are so held or beneficially owned ("**Prohibited Share(s)**") must be dealt with in accordance with the provisions below. The Directors may at any time give notice in writing to the holder of a share requiring him to make a declaration as to whether or not the share is a Prohibited Share.

The Directors shall give written notice to the holder of any share which appears to them to be a Prohibited Share requiring him within 21 days (or such extended time as the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) such share to another person so that it will cease to be a Prohibited Share. From the date of such notice until registration for such a transfer or a transfer arranged by the Directors as referred to below, the share will not confer any right on the holder to receive notice of or to attend and vote at general meetings of the Company and of any class of shareholders (and those rights will vest in the Chairman of any such meeting, who may exercise or refrain from exercising them entirely at his discretion). If the notice is not complied with within 21 days to the satisfaction of the Directors, the Directors shall arrange for the Company to sell the share at the best price reasonably obtainable to any other person so that the share will cease to be a Prohibited Share. The net proceeds of sale (with interest at such rate as the Directors consider appropriate) shall be paid over by the Company to the former holder upon surrender by him of the relevant share certificate.

5.11 Alteration of capital and purchase of shares

The Company may from time to time by ordinary resolution increase its share capital by such sum to be divided into shares of such amount as the resolution may prescribe and of such class, preference or priority as the Board may determine.

The Company before the issue of any such new shares may resolve that all or some of them shall be offered to members in proportion to their existing shares at such price as the Company or the Board may fix. Such an offer shall be carried out according to the procedure set out in paragraph 5.6 above. In the absence of any such resolution, the new shares may be dealt with as if they formed part of the original capital and shall be subject to the Articles.

The Company may from time to time, subject to the provisions of the Companies Law, purchase its own shares (including any redeemable shares) in any manner authorised by the Companies Law.

The Company may by ordinary resolution: consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares; subdivide all or any of its shares into shares of a smaller amount than is fixed by the Memorandum provided however that in subdivision the proportion between the amount paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from subdivision one or more shares may have such preferred, deferred or other rights over the others as the Company has power to attach to unissued or new shares; cancel any shares which at the date of the resolution have not been taken or agreed to be taken and diminish the amount of its authorised share capital by the amount of shares so cancelled.

The Company may reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorisation and consent required by the Companies Law.

5.12 Interests of Directors

Save as mentioned below, a Director may not vote or be counted in the quorum on any resolution of the Board (or a committee of the Directors) in respect of any matter in which he has (together with any interest of any person connected with him) a material interest (other than by virtue of his interest in shares or debentures or other securities of the Company).

A Director shall be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters:

- (a) the giving of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiaries;
- (b) the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director himself has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) the offer of securities of the Company or its subsidiaries in which offer he is or may be entitled to participate or in the underwriting or sub-underwriting of which he is to participate;
- (d) any proposal concerning any other company in which he is interested, directly or indirectly, as an officer or shareholder or otherwise, provided that he, together with persons connected with him, is not to his knowledge the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of any such company or of the voting rights of such company;
- (e) any arrangement for the benefit of employees of the Company or any of its subsidiaries which accords to the Director only such privileges and advantages as are generally accorded to the employees to whom the arrangement relates; or
- (f) any proposal for the purchase or maintenance of insurance for the benefit of Directors or persons including the Directors.

Any Director may act by himself or by 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.

Any Director may continue to be or become a director, managing director, manager or other officer or member of a company in which the Company is interested, and any such Director shall not be accountable to the Company for any remuneration or other benefits received by him.

5.13 Directors

Directors need not be members of the Company but when they are, the Company may fix a share qualification for a Director.

The Directors shall be remunerated for their services at such rate as the Directors shall determine provided that the aggregate amount of such fees shall not exceed £200,000 per annum (or such sums

as the Company in general meeting shall from time to time determine). The Directors shall also be entitled to be paid all reasonable expenses properly incurred by them in attending general meetings, board or committee meetings or otherwise in connection with the performance of their duties.

If any Director having been requested by the Board shall render or perform extra or special services or shall travel or go to or reside in any country not his usual place of residence for any business or purpose of the Company he shall be entitled to receive such sum as the Board may think fit for expenses and also such remuneration as the Board may think fit either as a fixed sum or as a percentage of profits or otherwise and such remuneration as the Board shall determine be either in addition to or in substitution for any other remuneration which he may be entitled to receive.

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 the Directors may determine.

The Directors may from time to time appoint one or more of their body (other than a Director resident in the UK) to the office of managing director or to any other executive office for such periods and upon such terms as they determine.

A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company, or where the terms of appointment are arranged or any contract in which he is interested is considered and he may vote on any such appointment or arrangement other than his own appointment or the terms thereof.

The Directors may at any time 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, and shall be eligible for re-election at, the next general meeting following his appointment but shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at that meeting if it is an annual general meeting. Without prejudice to those powers, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

At each annual general meeting thereafter, one-third of the Directors (or if their number is not three or an integral multiple of three), the number nearest to, but (except where there are less than three Directors) not greater than one-third shall retire from office.

Subject to the provisions of the Articles, the Directors to retire by rotation on each occasion shall be those of the Directors who have been longest in office since their last appointment or re-appointment but, as between persons who became or were last re-appointed Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. In addition, any Director who would not otherwise be required to retire at any annual general meeting which is the third annual general meeting after the later of his appointment by the Company in general meeting and re-election as a Director in general meeting, shall nevertheless be required to retire at such annual general meeting. Notwithstanding these provisions of the Articles, the Board has determined that all of the Directors should stand for re-election at each annual general meeting in line with best practice.

The maximum number of Directors shall be seven and the minimum number of Directors shall be two. At no time shall a majority of the Directors be resident in the United Kingdom.

The office of Director shall be vacated if the Director resigns his office by written notice (not being a person holding for a fixed term an executive office subject to termination if he leaves from any cause to be a Director), if he shall have absented himself from meetings of the Board for a consecutive period of six months and the Board resolves that his office shall be vacated, if he becomes of unsound mind or incapable, if he becomes insolvent, suspends payment or compounds with his creditors, if he is requested to resign by written notice signed by all his co-Directors, if the Company in general meeting by ordinary resolution shall declare that he shall cease to be a Director, or if he becomes resident in the United Kingdom and, as a result, a majority of the Directors are resident in the United Kingdom.

5.14 General meetings

Notice for any general meeting shall be sent by the secretary or officer of the Company or any other person appointed by the Board not less than fourteen days before the meeting. The notice must specify the time and place of the general meeting and, in the case of any special business, the general nature of the business to be transacted. With the consent in writing of all the members, a meeting may be convened by a shorter notice or at no notice in any manner they think fit. The accidental omission to give notice of any meeting or the non-receipt of such notice by any Shareholder shall not invalidate any resolution, or any proposed resolution otherwise duly approved, passed or proceeding at any meeting. The quorum for the general meeting shall be two members present in person or by proxy. At the 2021 AGM, a resolution will be proposed, in recognition of the constraints on public gatherings created by the COVID-19 pandemic, to amend the Articles to enable hybrid or virtual general meetings to take place going forwards.

5.15 Duration of the Company

At the annual general meeting of the Company in 2007 an ordinary resolution was passed that the Company continue as an investment company. The Company therefore continues indefinitely and no such further resolutions will automatically be proposed at subsequent annual general meetings.

5.16 Winding-up

On a winding-up, the surplus assets remaining after payment of all creditors, including payment of bank borrowings, shall be applied in the following priority:

- (a) first, in the payment to the holders of Shares of a sum equal to the nominal amount of the Shares of such class held by such holders provided that there are sufficient assets available in the Company to enable such payment to be made;
- (b) second, in the payment to the holder or holders of the Nominal Shares of sums up to the nominal amount paid up thereon out of the assets of the Company remaining after recourse thereto under 5.16(a) above;
- (c) third, in the payment to the holders of the Shares of any balance then remaining, including but without limitation the balance of any assets in the Company.

On a winding-up the liquidator may, with the authority of a special resolution, divide amongst the members *in specie* any part of the assets of the Company. The liquidator may with like authority vest any part of the assets in trustees upon such trusts for the benefit of members as he shall think fit but no member shall be compelled to accept any assets in respect of which there is any liability.

Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company the liquidator may, with the sanction of an ordinary resolution, receive in compensation, or part compensation for the transfer or sale, shares, policies or other like interests for distribution among the members or may enter into any other arrangements whereby the members may, in lieu of receiving cash, shares, policies or other like interests, participate in the profits of or receive any other benefit from the transferee.

5.17 Borrowing powers

The Board may exercise all the powers of the Company to borrow money and to give guarantees, mortgage, hypothecate, pledge or charge all or part of its undertaking, property or assets and uncalled capital and to issue debentures and other securities whether outright or as collateral security for any liability or obligation of the Company or of any third party provided always that the aggregate principal amount from time to time outstanding of all borrowings (as defined in the Articles) by the Company (exclusive of borrowings wholly within the Company) shall not at any time exceed 30 per cent. of the Net Asset Value of the Company.

6 Material Contracts

The following are all of the contracts, not being contracts entered into in the ordinary course of business, that have been entered into by the Company in the two years immediately preceding the date of this document and are, or may be, material or contain any provision under which the Company has any obligation or entitlement which is or may be material to it as at the date of this document:

6.1 Investment Management Agreement

Pursuant to an investment management agreement dated 10 July 2014 between the Company and the Investment Manager, the Investment Manager has agreed, subject to overall supervision and direction of the Board, to provide investment management services to the Company and, in particular, to provide portfolio management and risk management services to the Company and to act as the Company's AIFM for the purposes of AIFM Regime and the EU AIFM Directive.

Under the Management Agreement, the Investment Manager receives a management fee, payable monthly in arrears, calculated on the basis of the following formula:

$A \times B$

where:

“A” equals the average of the weekly Net Asset Value calculations of the Company undertaken over the course of the relevant month as determined on the relevant valuation date; and

“B” equals 0.0833333 per cent.,

which, in aggregate, shall be an amount equivalent to one per cent. per annum of the Net Asset Value of the Company, save that where the Company is invested in a fund managed by Ruffer and Ruffer takes a fee within that fund it is excluded from the $A \times B$ calculation.

In addition, the Investment Manager is entitled to reimbursement of any professional fees and expense incurred on behalf of the Company and/or in the performance of its duties.

The Investment Management Agreement may be terminated by either party giving 12 months' written notice at any time, and by the Company on 30 days' written notice where a key representative of the Investment Manager ceases to be employed by the Investment Manager and no replacement acceptable to the Board is put in place, provided such right is exercised within 90 days of the Company becoming aware of the departure of such representative. Either party may terminate the Investment Management Agreement immediately by written notice (without prejudice to any right of action accruing or already accrued to it) on the insolvency of the other party. The Investment Management Agreement will also terminate with immediate effect if the Investment Manager ceases to be authorised and regulated by the FCA to carry out its obligations under the Investment Management Agreement. The Investment Manager is entitled to terminate the Investment Management Agreement with immediate effect by notice in writing if the FCA requires it to cease acting as the AIFM of the Company or it is unable to ensure compliance by the Company with the AIFM Regime, and is further entitled to resign its appointment under the Investment Management Agreement on 60 days' written notice if the Company commits any material breach of its obligations under the Investment Management Agreement which it fails to rectify within 30 days of written notice from the Investment Manager of such breach.

The Company has given certain market standard warranties and indemnities in favour of the Investment Manager, including an indemnity in respect of the Investment Manager's potential losses in carrying on its responsibilities under the Investment Management Agreement.

The Investment Management Agreement is governed by English law.

6.2 Sponsor Agreement

On 15 November 2021, the Company, the Investment Manager and Investec entered into a sponsor agreement pursuant to which Investec has agreed to act as the Company's sponsor for the purposes of the Listing Rules in relation to Admission. The Sponsor Agreement contains customary warranties

given by the Company and the Investment Manager to Investec in relation to, *inter alia*, certain matters relating to the Company and its business. In addition, the Company and the Investment Manager have agreed to indemnify Investec in relation to certain liabilities that it may incur in respect of the Issue. The obligations of Investec under the Sponsor Agreement are subject to certain conditions and Investec has the right to terminate the Sponsor Agreement in certain circumstances prior to Admission including, without limitation, in the event of a material breach by the Company or the Investment Manager to comply in any material respect with their respective obligations under the Sponsor Agreement, the occurrence of a force majeure event or a material adverse change in the financial condition of the Company. Under the terms of the Sponsor Agreement, the Company has agreed to pay Investec a corporate finance fee and commissions in respect of Shares to be allotted pursuant to the Issue. The Sponsor Agreement is governed by the laws of England and Wales.

6.3 Broker Agreement

Pursuant to an engagement letter dated 21 December 2017 between the Company and Canaccord and a novation agreement relating thereto dated 18 June 2019 and with effect from 22 June 2019 between the Company, Canaccord and Investec, Investec has agreed to act as broker and financial adviser to the Company by providing advisory and corporate broking services. The Company has given certain market standard indemnities to Investec in the provision of its services. Either the Company or Investec may terminate the Broker Agreement with immediate effect at any time without liability. The Broker Agreement is governed by the laws of England.

6.4 Administration and Secretarial Agreement

Pursuant to an administration and secretarial agreement dated 1 April 2019 the Company, the Administrator and the Investment Manager, the Administrator has agreed to act as administrator and company secretary to the Company.

Under the terms of the Administration and Secretarial Agreement, the Administrator shall provide the day-to-day administration of the Company and is also responsible for the Company's general administrative functions, such as the calculation in conjunction with the Investment Manager, and publication of the Net Asset Value and maintenance of the Company's accounting and statutory records, and providing the company secretarial functions required by the Companies Law and the Rules.

The Company and the Investment Manager have each given certain warranties in favour of the Administrator that are standard for an agreement of this nature, including, in respect of the Company, warranties concerning the Company's status, capacity and authority to enter into, and perform its obligations under, the Administration and Secretarial Agreement. The Company has also given customary indemnities in favour of the Administrator, including in respect of the Administrator's potential losses in carrying on its responsibilities under the Administration and Secretarial Agreement.

The Administration and Secretarial Agreement, amongst other termination rights, is terminable upon not less than 90 calendar days' written notice. The Administration and Secretarial Agreement is also terminable immediately upon the occurrence of certain customary termination events including the insolvency of any party, a party committing a material or persistent breach of the Administration and Secretarial Agreement (where such breach has not been remedied within 30 days of written notice being given) or any party acting in violation or default or in non-compliance with any securities or taxation laws or regulations applicable to them.

The Administration and Secretarial Agreement is governed by Guernsey law.

6.5 Depositary Agreement

Pursuant to a depositary agreement dated 10 July 2014 between the Company, the Investment Manager and the Depositary, as amended pursuant to the variation letter dated 17 November 2014 between the same parties, the Depositary has been appointed to provide custody and "depo-lite" depositary services to the Company, which includes, *inter alia*, monitoring the Company's cash flows and the safekeeping of the assets of the Company. The Depositary is permitted to delegate (and authorise its delegates to sub-delegate) the safekeeping of the assets of the Company.

The Depositary is entitled to a depositary fee, payable monthly in arrears, of one basis point per annum of the Net Asset Value of the Company up to £100 million, falling to 0.80 basis points per annum on the next £100 million of the Company's Net Asset Value and to 0.60 basis points per annum of the Company's Net Asset Value thereafter, subject to a minimum of £20,000 per annum. In addition, the Depositary is entitled to custody fees and certain other fees for ad hoc services rendered from time to time. The Depositary is also entitled to reimbursement of all reasonable out-of-pocket expenses incurred in connection with its duties.

The Depositary Agreement is terminable by any party giving 90 days' written notice to the other parties. The Depositary Agreement may be terminated with immediate effect by either the Company or the Depositary on the occurrence of certain events, including, *inter alia*: (i) any party having committed a material breach of the terms of the Depositary Agreement (where such breach has not been remedied within 30 days of written notice being given); (ii) the insolvency of a party; and where fraud is proven against the Company or the Investment Manager.

The Company and the Investment Manager have given certain market standard warranties in favour of the Depositary, and the Company has also given certain market standard indemnities in favour of the Depositary in respect of the Depositary's potential losses in carrying on its responsibilities under the Depositary Agreement.

The Depositary Agreement is governed by the laws of Guernsey.

6.6 Registrar Agreement

Pursuant to a registrar agreement dated 26 August 2014 between the Company and the Registrar as amended pursuant to variation letters dated 27 January 2015, 16 March 2018 and 30 July 2018, the Registrar has agreed to act as registrar to the Company.

Under the terms of the Registrar Agreement, the Registrar is entitled to an annual maintenance fee per Shareholder account per annum, subject to a minimum fee. The fee is subject to increase in line with the RPI; any proposed increases above RPI require the Company's agreement but, if rejected, trigger the Registrar's right to terminate the Registrar Agreement on six months' written notice. The Registrar is also entitled to activity fees under the Registrar Agreement, and to reimbursement of charges and costs incurred in performing its duties.

The Registrar Agreement may be terminated on six months' notice, such notice not to expire prior to the end of the third year of appointment, and is also terminable on written notice in the event of, *inter alia*, breach of the agreement (which has not been remedied within 21 days' written notice of such breach) or insolvency.

The Company has given certain market standard indemnities in favour of the Registrar in respect of the Registrar's potential losses in carrying on its responsibilities under the Registrar Agreement. The Registrar's liability under the Registrar Agreement is subject to a cap.

The Registrar Agreement is governed by the laws of Guernsey.

6.7 Receiving Agent Agreement

Pursuant to a receiving agent agreement dated 15 November 2021 between the Company and the Receiving Agent, the Receiving Agent has agreed to act as receiving agent in connection with the Issue. Under the terms of the Receiving Agent Agreement, the Receiving Agent is entitled to a project fee from the Company in connection with these services together with various processing fees. The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

The Company has given certain market standard indemnities in favour of the Receiving Agent in respect of the Receiving Agent's potential losses in carrying on its responsibilities under the Receiving Agent Agreement. The Receiving Agent's liabilities under the Receiving Agent Agreement are subject to a cap.

The Receiving Agent Agreement is governed by the laws of England.

7 TAKEOVER CODE

7.1 Mandatory bid

The Takeover Code applies to the Company. Under Rule 9 of the Takeover Code, if:

- a person acquires an interest in shares which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or
- a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,

the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

7.2 Compulsory acquisition

The Companies Law provides that if an offer is made for the shares or any class of shares in the capital of a company and if, within four months after the date of such offer, the offer is approved or accepted by shareholders comprising not less than 90 per cent. in value of the shares affected, then the offeror may, within a period of two months immediately after the last day on which the offer can be approved or accepted, give notice to any dissenting shareholders informing them that it wishes to acquire their shares (an “**Acquisition Notice**”). Where an Acquisition Notice is given, the offeror is then entitled and bound to acquire the dissenting shareholders’ shares on the terms of the offer approved by the shareholders comprising not less than 90 per cent. in value of the shares affected; and where the terms of the offer provided a choice of consideration, the Acquisition Notice must give particulars of the choice and state, (a) the period within which, and the manner in which, the dissenting shareholder must notify the offeror of his choice, and (b) which consideration specified in the offer will apply if it does not so notify the offeror.

8 OPERATING AND FINANCIAL REVIEW

The Historical Financial Information, which has been incorporated by reference into this document, includes, on the pages specified below, descriptions of the Company’s financial condition (in both capital and revenue terms), details of the Company’s investment activity and portfolio exposure and changes in its financial condition for the financial years ended 30 June 2019, 30 June 2020 and 30 June 2021:

	<i>Annual Report for the financial year ended 30 June 2019 Page nos.</i>	<i>Annual Report for the financial year ended 30 June 2020 Page nos.</i>	<i>Annual Report for the financial year ended 30 June 2021 Page nos.</i>
Investment Manager’s report	15 to 22	18 to 23	19 to 31
Responsible investment report	N/a	N/a	32 to 38
Top ten holdings	23	24	39
Report of the Directors	26 to 31	27 to 32	42 to 47

9. WORKING CAPITAL

The Company is of the opinion that the working capital available to the Company is sufficient for its present requirements, that is for at least the next 12 months from the date of this document.

10 CAPITALISATION AND INDEBTEDNESS

The following table, sourced from the Company's internal accounting records, shows the Company's unaudited indebtedness (distinguishing between guaranteed and unguaranteed, secured and unsecured indebtedness) as at 30 September 2021:

	<i>30 September 2021</i> <i>(Unaudited)</i> <i>(£'000)</i>
Total current debt:	
Guaranteed	–
Secured	–
Unguaranteed/unsecured	–
Total non-current debt (excluding current portion of long-term debt):	
Guaranteed	–
Secured	–
Unguaranteed/unsecured	–
Total indebtedness	–

The following table shows the Company's capitalisation as at 30 June 2021, being the date of the Company's last published accounts. Save for net capital raises of, in aggregate, £57,714,000 pursuant to the issue of Tap Shares between 1 July 2021 and the date of this document, there has been no material change to this information since 30 June 2021:

	<i>30 June 2021</i> <i>(Audited)</i> <i>(£'000)</i>
Capitalisation: ⁽¹⁾	
Share capital	253,905
Capital reserve	220,494
Other reserves ⁽²⁾	95,049
Total capitalisation	569,448

The following table shows the Company's unaudited net indebtedness as at 30 September 2021:

	<i>30 September 2021</i> <i>(Unaudited)</i> <i>(£'000)</i>
Cash	38,589
Cash equivalent	–
Trading securities ⁽³⁾	–
Liquidity	38,589
Current financial receivables	–
Current bank debt	–
Current portion of non-current debt	–
Other current financial debt	–
Current financial debt	–
Net-current financial liquidity	38,589
Non-current bank loans	–
Bonds issued	–
Other non-current loans	–
Non-current financial indebtedness	–
Net financial liquidity	38,589

As at 30 September 2021, the Company had no indirect or contingent indebtedness.

Notes to the capitalisation and net indebtedness statement

- (1) Capitalisation does not include the profit and loss reserve in accordance with the ESMA update of the CESR recommendations for the consistent implementation of the European Commission's Regulation on Prospectuses No. 809/2004.
- (2) 'Other reserves' represents amounts converted from share premium in 2004 and 2008.
- (3) 'Trading securities' excludes investments made in line with the Company's investment policy.
- (4) The indebtedness statement excludes receivables in respect of the proceeds of share issues (£2,866k), receivables in respect of sale of securities awaiting settlement (£2,485k), fixed interest income receivable (£302k) and dividends receivable (£663k).

11 SIGNIFICANT CHANGE

Save for net capital raises of, in aggregate, £57,714,000 pursuant to the issue of Tap Shares between 1 July 2021 and the date of this document, there has been no significant change in the financial position or financial performance of the Company since 30 June 2021, being the end of the last financial period for which audited financial statements of the Company have been published.

12 LITIGATION

There have been no governmental, legal or arbitration proceedings, and the Company is not aware of any governmental, legal or arbitration proceedings pending or threatened, nor of any such proceedings having been pending or threatened at any time preceding the date of this document which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Company during the 12 months preceding the date of this document.

13. GENERAL

- 13.1 Where third party information has been referenced in this document, the source of that third party information has been disclosed. All information in this document that has been sourced from third parties has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- 13.2 The auditors of the Company are Deloitte LLP of Regency Court, Glatigny Esplanade, St Peter Port, Guernsey, GY1 3HW, who have been the only auditor of the Company for the period of the Historical Financial Information. Deloitte LLP is a member firm of the Institute of Chartered Accountants for England and Wales.
- 13.3 Investec has given and not withdrawn its consent to the inclusion in this document of references to its name in the form and context in which they appear.
- 13.4 Ruffer AIFM Limited, whose registered office is located at 80 Victoria Street, London, SW1E 5JL (telephone number +44 (0)207 963 8100), acts as the investment manager of the Company. The Investment Manager was incorporated in England and Wales as a private limited company on 13 December 2018 under the Companies Act 2006 (registration number 08813919). The Investment Manager is an FCA authorised and regulated fund manager under FSMA with reference number 613490. The Investment Manager has been entered onto the UK register of UK AIFMs as a 'full-scope UK AIFM'. The Investment Manager has given and not withdrawn its consent to the inclusion in this document of references to its name in the form and context in which they appear.
- 13.5 Northern Trust (Guernsey) Limited, whose registered office is located at Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 3DA (telephone number +44 (0)1481 745 000), acts as the Company's depositary and custodian and has certain specific custody, safekeeping, monitoring and oversight duties in respect of the assets of the Company. The Depositary was incorporated with limited liability in Guernsey on 19 September 1972 with registration number 2651 and is a wholly-owned indirect subsidiary of Northern Trust Corporation, a corporation established in the United States. The Depositary is authorised by GFSC (registration number 33). The principal business of NTGL is the provision of custodial, banking, depositary and related financial services.

14 INTERMEDIARIES

Any new information with respect to the Intermediaries which is unknown at the time of publication of this document including in respect of any Intermediary that is appointed by the Company in connection with the Intermediaries Offer after the date of this document following its agreement to adhere to and be bound by the Intermediaries Terms and Conditions, and any Intermediary that ceases to participate in the Intermediaries Offer, will be made available (subject to certain restrictions) at the Company's website, ruffer.co.uk/ric.

15 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available (i) for inspection at the registered office of the Company during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the life of this document, and (ii) on the Company's website (ruffer.co.uk/ric):

- (a) the Memorandum and Articles of the Company;
- (b) the Historical Financial Information; and
- (c) this document.

Dated: 15 November 2021

Part 13

Terms and Conditions of the Open Offer

1 INTRODUCTION

The Company may issue up to 56,190,854 Shares at the Issue Price under the Open Offer.

The Open Offer is an opportunity for Qualifying Shareholders to apply for Shares *pro rata* to their holdings of Existing Shares as at the Record Date at the Issue Price on the basis of one new Share for every four Existing Shares held at the Record Date in accordance with the terms of the Open Offer.

The Record Date for entitlements under the Open Offer for Qualifying CREST Shareholders and Qualifying Non-CREST Shareholders is close of business on 10 November 2021. Open Offer Application Forms for Qualifying Non-CREST Shareholders accompany this document.

The latest time and date for receipt of completed Open Offer Application Forms and payment in full under the Open Offer and settlement of relevant instructions from Qualifying Non-CREST Shareholders (as appropriate) is expected to be 11.00 a.m. on 1 December 2021, with Admission and commencement of dealings in the new Shares expected to take place at 8.00 a.m. on 6 December 2021. The latest time and date for receipt of completed CREST message and payment in full under the Open Offer from Qualifying CREST Shareholders (as appropriate) is expected to be 11.00 a.m. on 1 December 2021.

This document and, for Qualifying Non-CREST Shareholders only, the Open Offer Application Forms contain the formal terms and conditions of the Open Offer. Your attention is drawn to paragraphs 4.1 and 4.2 of this Part 13 (*Terms and Conditions of the Open Offer*) which give details of the procedure for application and payment for the new Shares under the Open Offer.

The Open Offer is an opportunity for Qualifying Shareholders to apply for, in aggregate, up to 56,190,854 new Shares *pro rata* to their current holdings at the Issue Price in accordance with these Terms and Conditions of the Open Offer.

The Excess Application Facility is an opportunity for Qualifying Shareholders, whether or not they have applied for all of their Basic Entitlements, to apply for additional new Shares. The Excess Application Facility will comprise such number of new Shares, if any, which the Directors in their absolute discretion (after consultation with Investec) determine to make available under the Excess Application Facility, which may include any new Shares which are not taken up by Qualifying Shareholders pursuant to their Basic Entitlements, fractional entitlements under the Open Offer which have been aggregated and any new Shares which would otherwise have been available under the Offer for Subscription or the Intermediaries Offer but which the Directors determine to allocate to the Excess Application Facility (including any additional new Shares which may be made available under the Issue if the Directors exercise their discretion to increase the size of the Issue).

There is no limit on the amount of new Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of new Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Issue (as may be increased by the Directors) less new Shares issued under the Open Offer pursuant to Qualifying Shareholders' Basic Entitlements that are taken up and any new Shares that the Directors determine to issue under the Offer for Subscription and Intermediaries Offer.

Qualifying Shareholders should note that there is no assurance that any new Shares will be allocated to the Excess Application Facility and applications under the Excess Application Facility shall be allocated in such manner as the Directors may determine in their absolute discretion. Accordingly, no assurance can be given that the applications by Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

If you sell or have sold or otherwise transferred your Existing Shares in certificated form before 8.00 a.m. on 15 November 2021 (being the ex-entitlement date for the Open Offer) please send this document, together with any Open Offer Application Form, if received, at once to the purchaser or transferee or to the bank,

stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee except that this document and the Open Offer Application Form should not be distributed, forwarded to or transmitted in or into any jurisdiction where to do so may constitute a violation of local securities laws or regulations, including, but not limited to, the Excluded Territories. If you sell or have sold or otherwise transferred all or some of your existing Shares held in uncertificated form before 8.00 a.m. on 15 November 2021 (being the ex-entitlement date for the Open Offer), a claim transaction will automatically be generated by Euroclear which, on settlement, will transfer the appropriate number of Basic Entitlements to the purchaser or transferee. If you sell or have sold or have otherwise transferred only part of your holding of Shares held in certificated form before 8.00 a.m. on 15 November 2021 (being the ex entitlement date for the Open Offer), you should refer to the instruction regarding split applications in this Part 13 (*Terms and Conditions of the Open Offer*).

2 THE OPEN OFFER

Subject to the terms and conditions set out below (and, in the case of Qualifying Non-CREST Shareholders, in the Open Offer Application Form), under the Open Offer Shares will be made available to Qualifying Shareholders at the Issue Price *pro rata* to their holdings of Shares, on the terms and subject to the conditions of the Open Offer on the basis of:

1 new Share for every 4 Existing Shares

held and registered in their name at the Record Date and so in proportion for any other number of Existing Shares then registered.

Fractions of new Shares will not be issued to Qualifying Shareholders in the Open Offer. Basic Entitlements will be rounded down to the nearest whole number and any fractional entitlements to new Shares will be disregarded in calculating Basic Entitlements. All fractional entitlements will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Investec) to the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility. Accordingly, Qualifying Shareholders with fewer than four Existing Shares will not receive a Basic Entitlement but may apply for Shares under the Excess Application Facility.

Applications by Qualifying Shareholders will be satisfied in full up to the amount of their individual Basic Entitlement.

Qualifying Shareholders may apply to acquire less than their Basic Entitlement should they so wish. In addition, Qualifying Shareholders may apply to acquire further Shares using the Excess Application Facility.

Holdings of Shares in certificated and uncertificated form will be treated as separate holdings for the purpose of calculating entitlements under the Open Offer, as will holdings under different designations and in different accounts.

If you are a Qualifying Non-CREST Shareholder, the Open Offer Application Form shows the number of Shares available to you under your Basic Entitlement (in Box B). The Excess Application Facility enables Qualifying Shareholders to apply for any whole number of additional new Shares in excess of their Basic Entitlement. Qualifying Non-CREST Shareholders who wish to take up their Basic Entitlement under the Open Offer should complete boxes D and G (and Boxes E and F if they wish to subscribe for more than their Basic Entitlement) on the Open Offer Application Form.

Qualifying CREST Shareholders will have Basic Entitlements and Excess CREST Open Offer Entitlements credited to their stock accounts in CREST and should refer to paragraph 4.2 of this Part 13 (*Terms and Conditions of the Open Offer*) for information on the relevant CREST procedures. Qualifying CREST Shareholders can also refer to the CREST Manual for further information on the relevant CREST procedures. The Basic Entitlements and Excess CREST Open Offer Entitlements are expected to be credited to CREST accounts as soon as possible after 8.00 a.m. on 6 December 2021.

Save as provided in paragraph 6 of this Part 13 (*Terms and Conditions of the Open Offer*) in relation to Overseas Persons, each Qualifying CREST Shareholder is expected to receive a credit to their CREST stock account of their Basic Entitlement equal to the maximum number of new Shares for which they are entitled to apply to acquire under the Open Offer, together with a credit of Excess CREST Open Offer Entitlements

equal to 10 times their balance of Existing Shares held at the Record Date. Qualifying CREST Shareholders should note that there is no limit on the amount of Shares that can be applied for under the Excess Application Facility, save that the maximum amount of Shares to be allotted under the Excess Application Facility will be limited by the maximum size of the Open Offer less the aggregate of the Shares issued under the Open Offer pursuant to the Basic Entitlements. If they wish to apply for more Shares than their Excess CREST Open Offer Entitlements, subject to the limitation above, they should contact the Receiving Agent on 0370 707 4040 (overseas callers should use +44 370 707 4040). Lines are open 8.30 a.m. to 5.30 p.m., Monday to Friday (excluding English and Welsh public holidays). Calls to the shareholder helpline from outside of the United Kingdom will be charged at the applicable international rate. Qualifying CREST Shareholders, when requesting an increased credit, should ensure that they leave sufficient time for the additional Excess CREST Open Offer Entitlement to be credited to their account and for an application to be made in respect of those entitlements before the application date.

The Directors have absolute discretion (after consultation with Investec) to determine the basis of allocation of new Shares within and between the Offer for Subscription, the Intermediaries Offer and the Excess Application Facility and applications under the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility may be scaled back accordingly. No assurance can be given that the applications by Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

Shareholders should be aware that the Open Offer is not a rights issue. As such, Qualifying Non-CREST Shareholders should note that their Open Offer Application Forms are not negotiable documents and cannot be traded. Qualifying CREST Shareholders should note that, although the Basic Entitlements and the Excess CREST Open Offer Entitlements will be admitted to CREST, and enabled for settlement, neither the Basic Entitlements nor the Excess CREST Open Offer Entitlements will be tradeable or listed and applications in respect of the Open Offer may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim. Shares for which application has not been made under the Open Offer will not be sold in the market for the benefit of those who do not apply under the Open Offer and Qualifying Shareholders who do not apply to take up their entitlements will have no rights, and will not receive any benefit, under the Open Offer. Any Shares which are not applied for in respect of the Open Offer may be allotted to Qualifying Shareholders to meet valid applications under the Excess Application Facility or may be issued to the subscribers under the Offer for Subscription and/or the Intermediaries Offer at the absolute discretion of the Directors (after consultation with Investec), with the proceeds retained for the benefit of the Company.

3 CONDITIONS AND FURTHER TERMS OF THE OPEN OFFER

The Open Offer is conditional upon, amongst other things, Admission becoming effective by not later than 8.00 a.m. on 6 December 2021 or such later time and/or date as the Company, the Investment Manager and Investec may agree, the passing of the Resolution at the General Meeting and the Sponsor Agreement becoming unconditional in all respects in relation to the Issue (other than as to Admission).

Accordingly, if these conditions are not satisfied or waived (where capable of waiver), the Open Offer will not proceed and any applications made by Qualifying Shareholders will be rejected. In such circumstances, application monies will be returned (at the applicant's sole risk), without interest, as soon as practicable thereafter.

No temporary documents of title will be issued. Definitive certificates in respect of Shares are expected to be posted to those Qualifying Shareholders who have validly elected to hold their Shares in certificated form in the week commencing 13 December 2021. In respect of those Qualifying Shareholders who have validly elected to hold their Shares in uncertificated form, the Shares are expected to be credited to their stock accounts maintained in CREST on 6 December 2021.

Application will be made to the FCA for the new Shares to be admitted to listing on the premium listing segment of the Official List. Application will also be made to the London Stock Exchange for the new Shares to be admitted to trading on the Main Market. Admission is expected to occur on 6 December 2021, when dealings in the Shares are expected to begin.

All monies received by the Receiving Agent in respect of Shares will be credited to an account by the Receiving Agent. Any interest earned on monies in such account will be retained by and for the benefit of the Company.

If for any reason it becomes necessary to adjust the expected timetable as set out in this document, the Company will notify the FCA and make an appropriate announcement to a Regulatory Information Service giving details of the revised dates.

4 PROCEDURE FOR APPLICATION AND PAYMENT IN RESPECT OF THE OPEN OFFER

The action to be taken by you in respect of the Open Offer depends on whether you hold your existing Shares in certificated or uncertificated form.

Qualifying Non-CREST Shareholders will receive the Open Offer Application Form enclosed with this document. The Open Offer Application Form shows Qualifying Non-CREST Shareholders the number of Shares available under their Basic Entitlement that can be allotted in certificated form. Qualifying CREST Shareholders will be allotted Shares in CREST. Qualifying Shareholders who hold part of their Existing Shares in uncertificated form will be allotted Shares in uncertificated form to the extent that their entitlement to Shares arises as a result of holding existing Shares in uncertificated form. However, it will be possible for Qualifying Shareholders to deposit Basic Entitlements into, and withdraw them from, CREST. Further information on deposit and withdrawal from CREST is set out in paragraph 4.2(g) of this Part 13 (*Terms and Conditions of the Open Offer*).

CREST sponsored members should refer to their CREST sponsor as only their CREST sponsor will be able to take the necessary action specified below to apply under the Open Offer in respect of the Basic Entitlements and Excess CREST Open Offer Entitlements of such members held in CREST. CREST members who wish to apply for Shares in respect of their Basic Entitlements and Excess CREST Open Offer Entitlements in CREST should refer to the CREST Manual for further information on the CREST procedures referred to below.

Qualifying Shareholders who do not wish to apply for the Shares under the Open Offer should take no action and should not complete or return the Open Offer Application Form, or send a USE message through CREST.

4.1 Qualifying Non-CREST Shareholders

(a) General

Subject as provided in paragraph 6 of this Part 13 (*Terms and Conditions of the Open Offer*) in relation to certain Overseas Persons, Qualifying Non-CREST Shareholders will receive an Open Offer Application Form. The Open Offer Application Form shows the number of Shares available to them under their Basic Entitlement in Box B. Entitlements to Shares are rounded down to the nearest whole number and fractional Basic Entitlements have therefore also been rounded down to the nearest whole number and any fractional entitlements to new Shares will be disregarded in calculating Basic Entitlements. All fractional entitlements will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Investec) to the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility. Box C shows how much the Qualifying Non-CREST Shareholders would need to pay if they wish to take up their Basic Entitlement in full. Any Qualifying Shareholders with fewer than four Existing Shares will not receive a Basic Entitlement but may apply for Shares under the Excess Application Facility. Qualifying Non-CREST Shareholders may apply for less than their Basic Entitlement should they wish to do so. Qualifying Non-CREST Shareholders may also hold such an Open Offer Application Form by virtue of a *bona fide* market claim. Qualifying Non-CREST Shareholders who wish to take up their Basic Entitlement should complete Boxes D and G of the Open Offer Application Form and may also apply for additional Shares under the Excess Application Facility by completing Boxes E and F on the Open Offer Application Form.

The instructions and other terms set out in the Open Offer Application Form form part of the terms of the Open Offer in relation to Qualifying Non-CREST Shareholders.

(b) ***Bona fide market claims***

Applications to acquire Shares under the Open Offer may only be made on an Open Offer Application Form by the Qualifying Non-CREST Shareholder named in it or by a person entitled by virtue of a *bona fide* market claim in relation to a purchase of Shares through the market prior to the date upon which the Shares were marked “ex” the entitlement to participate in the Open Offer (being 8.00 a.m. on 15 November 2021). Open Offer Application Forms may not be assigned, transferred or split, except to satisfy *bona fide* market claims up to 3.00 p.m. on 29 November 2021. The Open Offer Application Form is not a negotiable document and cannot be separately traded. A Qualifying Non-CREST Shareholder who has sold or otherwise transferred all or part of his holding of Shares prior to the date upon which the Shares were marked “ex” the entitlement to participate in the Open Offer, should consult his broker or other professional adviser as soon as possible, as the invitation to acquire Shares under the Open Offer may be a benefit which may be claimed by the transferee. Qualifying Non-CREST Shareholders who have sold all of their registered holdings should, if the market claim is to be settled outside CREST, complete Box J on the Open Offer Application Form and immediately forward the Open Offer Application Form together with any accompanying documents at once to the purchaser or transferee or stockbroker or bank or other agent through whom the sale was effected, for delivery to the purchaser or transferee (save that the Open Offer Application Form should not be submitted or forwarded in or into the United States or any of the Excluded Territories or any jurisdiction where it would or may be unlawful to do so, unless pursuant to an applicable exemption). If you have sold or transferred only some of the Shares, you should complete Box J and return the Open Offer Application Form at once by post to the Receiving Agent, Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH, accompanied by a letter stating the number of split Open Offer Application Forms required and the total number of Shares to be included in each split Open Offer Application Form. The latest time and date for splitting is 3.00 p.m. on 29 November 2021. If the market claim is to be settled in CREST, the beneficiary of the claim should follow the procedure set out in paragraph 4.2(b) of this Part 13 (*Terms and Conditions of the Open Offer*) below.

(c) ***Excess Application Facility***

Qualifying Shareholders may apply to acquire further Shares using the Excess Application Facility, should they wish. Qualifying Non-CREST Shareholders wishing to apply for further Shares may do so by completing Boxes D, E, F and G of the Open Offer Application Form. There is no limit on the amount of new Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of new Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Issue (as may be increased by the Directors) less new Shares issued under the Open Offer pursuant to Qualifying Shareholders’ Basic Entitlements that are taken up and any new Shares that the Directors determine to issue under the Offer for Subscription and/or the Intermediaries Offer.

The Directors have absolute discretion (after consultation with Investec) to determine the basis of allocation of new Shares within and between the Offer for Subscription, the Intermediaries Offer and the Excess Application Facility and applications under the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility may be subject to scaling back.

Excess monies in respect of applications which are not met in full will be returned to the applicant (at the applicant’s risk) without interest as soon as practicable thereafter by way of cheque, or returned direct to the account of the bank or building society on which the relevant cheque or banker’s draft was drawn not later than 10 business days following the announcement of the result of the Open Offer, or by CREST payment within three business days, as appropriate.

No assurance can be given that applications by Qualifying Shareholders under the Excess Application Facility will be met in full or in part or at all.

(d) ***Application procedure***

Qualifying Non-CREST Shareholders wishing to apply to acquire Shares to which they are entitled under the Open Offer should complete the Open Offer Application Form in accordance with the instructions printed on it.

Completed Open Offer Application Forms should be posted in the accompanying pre-paid envelope to the Receiving Agent, Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH so as to be received by the Receiving Agent by no later than 11.00 a.m. on 1 December 2021, after which time Open Offer Application Forms will not be valid. Qualifying Non-CREST Shareholders should note that applications, once made, will be irrevocable and receipt thereof will not be acknowledged. If an Open Offer Application Form is being sent by first-class post in the UK, Qualifying Non-CREST Shareholders are recommended to allow at least four working days for delivery.

All payments must be in pounds sterling and made by cheque or banker's draft, written in black ink, made payable to "**CIS PLC RE: RUFFER OPEN OFFER**" and crossed "A/C payee only". Cheques or banker's drafts must be drawn on a bank or building society or branch of a bank or building society in the United Kingdom, Guernsey, Jersey or the Isle of Man which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies and must bear the appropriate sort code in the top right-hand corner and must be for the full amount payable on application. Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the cheque or are provided with a supporting letter confirming the source of funds. The account name should be the same as that shown on the application. Post-dated cheques will not be accepted.

Cheques or bankers' drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and bankers' drafts to allow the Company to obtain value for remittances at the earliest opportunity (and withhold definitive share certificates (or crediting to the relevant member account, as applicable) pending clearance thereof). No interest will be paid on payments made before they are due. It is a term of the Open Offer that cheques shall be honoured on first presentation and the Company may elect to treat as invalid acceptances in respect of which cheques are not so honoured. All documents, cheques and bankers' drafts sent through the post will be sent at the risk of the sender. Payments via CHAPS or electronic transfer will be accepted.

If cheques or bankers' drafts are presented for payment before the conditions of the Issue are fulfilled, the application monies will be credited to a non-interest bearing account by the Receiving Agent. If the Issue does not become unconditional, no Shares will be issued and all monies will be returned (at the applicant's sole risk), without payment of interest, to applicants as soon as practicable following the lapse of the Issue.

The Company may in its sole discretion, but shall not be obliged to, treat an Open Offer Application Form as valid and binding on the person by whom or on whose behalf it is lodged, even if not completed in accordance with the relevant instructions or not accompanied by a valid power of attorney where required, or if it otherwise does not strictly comply with the Terms and Conditions of the Open Offer. The Company further reserves the right (but shall not be obliged) to accept either:

- (a) Open Offer Application Forms received after 11.00 a.m. on 1 December 2021; or
- (b) applications in respect of which remittances are received before 11.00 a.m. on 1 December 2021 from authorised persons (as defined in FSMA) specifying the Shares applied for and undertaking to lodge the Open Offer Application Form in due course but, in any event, within two Business Days.

All documents and remittances sent by post by or to an applicant (or as the applicant may direct) will be sent at the applicant's own risk.

If Shares have already been allotted to a Qualifying Non-CREST Shareholder and such Qualifying Non-CREST Shareholder's cheque or banker's draft is not honoured upon first presentation or such Qualifying Non-CREST Shareholder's application is subsequently otherwise deemed to be invalid, Investec shall be authorised (in its absolute discretion as to manner, timing and terms) to make arrangements, on behalf of the Company, for the sale of such Qualifying Non-CREST

Shareholder's Shares and for the proceeds of sale (which for these purposes shall be deemed to be payments in respect of successful applications) to be paid to and retained by the Company. None of Investec or the Company or any other person shall be responsible for, or have any liability for, any loss, expense or damage suffered by such Qualifying Non-CREST Shareholders.

(e) **Effect of application**

By completing and delivering an Open Offer Application Form the applicant:

- (i) represents and warrants to the Company, the Receiving Agent and Investec that he has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer and/or the Excess Application Facility and to execute, deliver and exercise his rights, and perform his obligations under any contracts resulting therefrom and that he is not a person otherwise prevented by legal or regulatory restrictions from applying for Shares or acting on behalf of any such person on a non-discretionary basis;
- (ii) agrees with the Company, the Receiving Agent and Investec that all applications under the Open Offer and/or the Excess Application Facility and contracts resulting therefrom shall be governed by and construed in accordance with the laws of England and Wales;
- (iii) confirms to the Company, the Receiving Agent and Investec that in making the application he is not relying on any information or representation in relation to the Company other than that contained in this document and any supplementary prospectus published by the Company prior to Admission, and the applicant accordingly agrees that no person responsible solely or jointly for this document and any supplementary prospectus published by the Company prior to Admission or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or representation not so contained and further agrees that, having had the opportunity to read the document, he will be deemed to have had notice of all information in relation to the Company and the Shares contained in this document (including matters incorporated by reference);
- (iv) represents and warrants to the Company, the Receiving Agent and Investec that he is the Qualifying Shareholder originally entitled to his Basic Entitlement or that he received such Basic Entitlement by virtue of a *bona fide* market claim;
- (v) represents and warrants to the Company, the Receiving Agent and Investec that if he has received some or all of his Basic Entitlement from a person other than the Company he is entitled to apply under the Open Offer in relation to such Basic Entitlement by virtue of a *bona fide* market claim;
- (vi) requests that the Shares, to which he will become entitled, be issued to him on the terms set out in this document and the Open Offer Application Form, subject to the Articles;
- (vii) represents and warrants to the Company, the Receiving Agent and Investec that he is not, nor is he applying on behalf of, any person who is in, or is a citizen or resident, or is a corporation, partnership or other entity created or organised in or under any laws, of the United States or any Excluded Territory and he is not applying with a view to re-offering, re-selling, transferring or delivering any of the Shares which are the subject of his application in or to, or for the benefit of, a person who is a citizen or resident or which is a corporation, partnership or other entity created or organised in or under any laws of the United States or any other Excluded Territory (except where proof satisfactory to the Company has been provided to the Company that he is able to accept the invitation by the Company free of any requirement which the Company (in its absolute discretion) regards as unduly burdensome), nor acting on behalf of any such person on a non-discretionary basis nor person(s) otherwise prevented by legal or regulatory restrictions from applying for Shares under the Open Offer or the Excess Application Facility;
- (viii) represents and warrants to the Company, the Receiving Agent and Investec that he is not, and nor is he applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 93 (depository receipts) or section 96 (clearance services) of the Finance Act 1986;
- (ix) confirms that in making the application he is not relying and has not relied on Investec or any person affiliated with Investec in connection with any investigation of the accuracy of

any information contained in this document and any supplementary prospectus published by the Company prior to Admission or his investment decision; and

- (x) confirms that no person has been authorised to give any information or to make any representation concerning the Company or the Shares (other than as contained in this document and any supplementary prospectus published by the Company prior to Admission) and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Company or Investec.

(f) ***Incorrect or incomplete applications***

If an Open Offer Application Form includes a payment for an incorrect sum, the Company reserves the right:

- (i) to reject the application in full and send back the cheque to the applicant at his risk (without interest);
- (ii) in the case that an insufficient sum is paid, to treat the application as a valid application for such lesser whole number of Shares as would be able to be applied for with that payment at the Issue Price, refunding unutilised sum to the applicant at his risk (without interest), save that any sums less than £1.00 will be retained for the benefit of the Company; and
- (iii) in the case that an excess sum is paid, to treat the application as a valid application for all the Shares referred to in the Open Offer Application Form, refunding any unutilised sum to the applicant at his risk (without interest), save that any sums less than £1.00 will be retained for the benefit of the Company.

All enquiries in connection with the procedure for application and completion of the Open Offer Application Form should be addressed to the Receiving Agent, Computershare, on 0370 707 4040 (overseas callers should use +44 370 707 4040). Calls may be recorded and randomly monitored for security and training purposes. Lines are open from 8.30 a.m. until 5.30 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales). Please note the Receiving Agent cannot provide advice on the merits of the Open Offer or as to whether applicants should take up their Basic Entitlements or apply for additional Shares under the Excess Application Facility or give any financial, legal or tax advice.

Qualifying Non-CREST Shareholders who do not wish to take up or apply for Shares under the Open Offer and/or the Excess Application Facility should take no action and should not complete or return the Open Offer Application Form.

A Qualifying Non-CREST Shareholder who is also a CREST member may elect to receive the Shares to which he is entitled in uncertificated form in CREST (please see paragraph 4.2(a) of this Part 13 for more information).

4.2 **Qualifying CREST Shareholders**

(a) ***General***

Subject as provided in paragraph 6 of this Part 13 (*Terms and Conditions of the Open Offer*) in relation to certain Overseas Persons, each Qualifying CREST Shareholder will receive a credit to his stock account in CREST of his Basic Entitlement equal to the maximum number of new Shares for which he is entitled to apply to acquire under the Open Offer. Entitlements to new Shares will be rounded down to the nearest whole number and any fractional Basic Entitlements will therefore also be rounded down to the nearest whole number. Any fractional entitlements to new Shares will be disregarded in calculating Basic Entitlements and will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Investec) to the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility. Any Qualifying CREST Shareholders with fewer than four Existing Shares will not receive a Basic Entitlement but may apply for further Shares pursuant to the Excess Application Facility.

The CREST stock account to be credited will be an account under the participant ID and member account ID that apply to the Existing Shares held on the Record Date by the Qualifying CREST

Shareholder in respect of which the Basic Entitlements and Excess CREST Open Offer Entitlements have been allocated.

If for any reason the Basic Entitlement and/or Excess CREST Open Offer Entitlements cannot be admitted to CREST by, or the stock accounts of Qualifying CREST Shareholders cannot be credited on 16 November 2021, or such later time and/or date as the Company may decide, an Open Offer Application Form will be sent to each Qualifying CREST Shareholder in substitution for the Basic Entitlements and Excess CREST Open Offer Entitlement which should have been credited to his stock account in CREST. In these circumstances the expected timetable as set out in this document will be adjusted as appropriate and the provisions of this document applicable to Qualifying Non-CREST Shareholders with Open Offer Application Forms will apply to Qualifying CREST Shareholders who receive such Open Offer Application Forms.

CREST members who wish to apply to acquire some or all of their entitlements to Shares should refer to the CREST Manual for further information on the CREST procedures referred to below. All enquiries in connection with the procedure for application should be addressed to the Receiving Agent, Computershare, on 0370 707 4040 or, if calling from outside the UK, on +44 370 707 4040 between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales). Different charges may apply to calls made from mobile telephones. Calls may be recorded and monitored randomly for security and training purposes. Please note the Receiving Agent cannot provide financial advice on the merits of the Open Offer or as to whether applicants should take up their Basic Entitlements or apply for additional Shares under the Excess Application Facility nor give any financial, legal or tax advice. If you are a CREST sponsored member you should consult your CREST sponsor if you wish to apply for Shares as only your CREST sponsor will be able to take the necessary action to make this application in CREST.

(b) **Market claims**

The Basic Entitlements will constitute separate securities for the purposes of CREST. Although Basic Entitlements will be admitted to CREST and be enabled for settlement, applications in respect of Basic Entitlements may only be made by the Qualifying CREST Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim transaction. Transactions identified by the CREST Claims Processing Unit as “cum” the Basic Entitlements will generate an appropriate market claim transaction and the relevant Basic Entitlement(s) will thereafter be transferred accordingly.

Excess CREST Open Offer Entitlements will not be subject to Euroclear’s market claims process. Qualifying CREST Shareholders claiming Excess CREST Open Offer Entitlements by virtue of a *bona fide* market claim are advised to contact the Receiving Agent to request a credit of the appropriate number of entitlements to their CREST account.

(c) **Excess Application Facility**

Qualifying Shareholders may apply to acquire additional Shares using the Excess Application Facility, should they wish. The Excess Application Facility enables Qualifying CREST Shareholders to apply for additional Shares in excess of their Basic Entitlement. An Excess CREST Open Offer Entitlement may not be sold or otherwise transferred.

Subject as provided in paragraph 6 of this Part 13 (*Terms and Conditions of the Open Offer*) in relation to Overseas Persons, the CREST accounts of Qualifying CREST Shareholders will be credited with an Excess CREST Open Offer Entitlement of 56,190,854 new Shares in order for any applications for further Shares under the Excess Application Facility to be settled through CREST. If a Qualifying Shareholder wishes to apply for more Shares, such Qualifying CREST Shareholder should contact the Receiving Agent to arrange for a further credit up to the maximum amount of new Shares to be issued under the Excess Application Facility.

Qualifying CREST Shareholders should note that, although the Basic Entitlements and the Excess CREST Open Offer Entitlements will be admitted to CREST, they will have limited settlement capabilities (for the purposes of market claims on the Basic Entitlements only). Neither the Basic Entitlements nor the Excess CREST Open Offer Entitlements will be tradable or listed and

applications in respect of the Open Offer may only be made by the existing Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim.

To apply for additional Shares pursuant to the Excess Application Facility, Qualifying CREST Shareholders should follow the instructions in paragraph 4.2(f) of this Part 13 (*Terms and Conditions of the Open Offer*) and must not return a paper form and cheque.

Transactions identified by the CREST Claims Processing Unit as “cum” the Basic Entitlement will generate an appropriate market claim transaction and the relevant Basic Entitlement will thereafter be transferred accordingly. The Excess CREST Open Offer Entitlements will not transfer with the Basic Entitlement claim, but will need to be claimed separately by the purchaser who is advised to contact the Receiving Agent to request a credit of the appropriate number of Excess CREST Open Offer Entitlements to their CREST account. Please note that a separate USE instruction must be sent in respect of any application under the Excess CREST Open Offer Entitlement.

Qualifying Shareholders may apply to acquire further Shares using the Excess Application Facility, should they wish. There is no limit on the amount of new Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of new Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Issue (as may be increased by the Directors) less new Shares issued under the Open Offer pursuant to Qualifying Shareholders’ Basic Entitlements that are taken up and any new Shares that the Directors determine to issue under the Offer for Subscription and/or Intermediaries Offer.

The Directors have absolute discretion (after consultation with Investec) to determine the basis of allocation of new Shares within and between the Offer for Subscription, the Intermediaries Offer and the Excess Application Facility and applications under the Offer for Subscription, Intermediaries Offer and/or the Excess Application Facility may be subject to scaling back. Accordingly, no assurance can be given that the applications by Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

Excess monies in respect of applications which are not met in full will be returned to the applicant (at the applicant’s risk) without interest as soon as practicable thereafter by way of CREST payment.

(d) ***Unmatched Stock Event (“USE”) instructions***

Qualifying CREST Shareholders who are CREST members and who want to apply for Shares in respect of all or some of their Basic Entitlements and/or Excess CREST Open Offer Entitlements must send (or, if they are CREST sponsored members, procure that their CREST sponsor sends) a USE instruction to Euroclear which, on its settlement, will have the following effect:

- (i) the crediting of a stock account of the Receiving Agent under the participant ID and member account ID specified below, with a number of Basic Entitlements and Excess CREST Open Offer Entitlements corresponding to the number of Shares applied for; and
- (ii) the creation of a CREST payment, in accordance with the CREST payment arrangements in favour of the payment bank of the Receiving Agent in respect of the amount specified in the USE instruction which must be the full amount payable on application for the number of Shares referred to in (i) above.

(e) ***Content of USE instruction in respect of Basic Entitlements***

The USE instruction must be properly authenticated in accordance with Euroclear’s specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- (i) the number of Shares for which application is being made (and hence the number of the Basic Entitlement(s) being delivered to the Receiving Agent);
- (ii) the CREST participant ID of the accepting CREST member;

- (iii) the CREST member account ID of the accepting CREST member from which the Basic Entitlements are to be debited;
- (iv) the participant ID of Computershare in its capacity as a CREST Receiving Agent, which is 3RA49;
- (v) the member account ID of Computershare in its capacity as a CREST Receiving Agent which is RUFFERIC;
- (vi) the ISIN of the Basic Entitlements. This is GG00BKMQQX02;
- (vii) the amount payable by means of a CREST payment on settlement of the USE instruction. This must be the full amount payable on application for the number of Shares referred to in (i) above;
- (viii) the intended settlement date. This must be on or before 11.00 a.m. on 1 December 2021; and
- (ix) the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for an application under the Open Offer to be valid, the USE instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 1 December 2021.

In order to assist prompt settlement of the USE instruction, CREST members (or their CREST sponsors, where applicable) may consider adding the following non-mandatory fields to the USE instruction:

- (i) a contact name and telephone number (in the free format shared note field); and
- (ii) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE instruction may settle on 1 December 2021 in order to be valid is 11.00 a.m. on that day.

In the event that the Issue does not become unconditional by 8.00 a.m. on 6 December 2021 or such later time and date as the Company, the Investment Manager and Investec determine, the Issue will lapse, the Basic Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable thereafter.

(f) ***Content of USE instruction in respect of Excess CREST Open Offer Entitlements***

The USE instruction must be properly authenticated in accordance with Euroclear's specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- (i) the number of Excess Shares for which application is being made (and hence the number of the Excess CREST Open Offer Entitlement(s) being delivered to the Receiving Agent);
- (ii) the CREST participant ID of the accepting CREST member;
- (iii) the CREST member account ID of the accepting CREST member from which the Excess CREST Open Offer Entitlements are to be debited;
- (iv) the participant ID of Computershare in its capacity as a CREST Receiving Agent, which is 3RA49;
- (v) the member account ID of Computershare in its capacity as a CREST Receiving Agent, which is RUFFERIC;
- (vi) the ISIN of the Excess CREST Open Offer Entitlements. This is GG00BKMQQY19;
- (vii) the amount payable by means of a CREST payment on settlement of the USE instruction. This must be the full amount payable on application for the number of Shares referred to in (a) above;

- (viii) the intended settlement date. This must be on or before 11.00 a.m. on 1 December 2021; and
- (ix) the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for an application for the Excess CREST Open Offer Entitlements under the Excess Application Facility to be valid, the USE instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 1 December 2021.

In order to assist prompt settlement of the USE instruction, CREST members (or their CREST sponsors, where applicable) may consider adding the following non-mandatory fields to the USE instruction:

- (i) a contact name and telephone number (in the free format shared note field); and
- (ii) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE instruction may settle on 1 December 2021 in order to be valid is 11.00 a.m. on that day. Please note that automated CREST generated claims and buyer protection will not be offered on the Excess CREST Open Offer Entitlement security.

In the event that the Issue does not become unconditional by 8.00 a.m. on 6 December 2021 or such later time and date as the Company, the Investment Manager and Investec determine, the Issue will lapse, the Excess CREST Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable thereafter.

(g) ***Deposit of Basic Entitlements into, and withdrawal from, CREST***

A Qualifying Non-CREST Shareholder's entitlement under the Open Offer as shown by the number of Basic Entitlements set out in his Open Offer Application Form may be deposited into CREST (either into the account of the Qualifying Shareholder named in the Open Offer Application Form or into the name of a person entitled by virtue of a *bona fide* market claim), provided that such Qualifying Non-CREST Shareholder is also a CREST member. Similarly, Basic Entitlements held in CREST may be withdrawn from CREST so that the entitlement under the Open Offer is reflected in an Open Offer Application Form. Normal CREST procedures (including timings) apply in relation to any such deposit or withdrawal, subject (in the case of a deposit into CREST) as set out in the Open Offer Application Form.

A holder of an Open Offer Application Form who is proposing to deposit the entitlement set out in such form into CREST is recommended to ensure that the deposit procedures are implemented in sufficient time to enable the person holding or acquiring the Basic Entitlements and the entitlement to apply under the Excess Application Facility following their deposit into CREST to take all necessary steps in connection with taking up the entitlement prior to 11.00 a.m. on 1 December 2021. After depositing their Basic Entitlements into their CREST account, CREST holders will, shortly after that, receive a credit for their Excess CREST Open Offer Entitlement, which will be managed by the Receiving Agent.

In particular, having regard to normal processing times in CREST and on the part of the Receiving Agent, (i) the recommended latest time for depositing an Open Offer Application Form with the CREST Courier and Sorting Service, where the person entitled wishes to hold the entitlement under the Open Offer set out in such Open Offer Application Form as Basic Entitlements, is 3.00 p.m. on 26 November 2021 and (ii) the recommended latest time for receipt by Euroclear of a dematerialised instruction requesting withdrawal of Basic Entitlements from CREST is 4.30 p.m. on 25 November 2021 – in either case so as to enable, the person acquiring or (as appropriate) holding the Basic Entitlements following the deposit or withdrawal (whether as shown in an Open Offer Application Form or held in CREST) to take all necessary steps in connection with applying in respect of the Basic Entitlements and/or Excess CREST Open Offer Entitlements, as the case may be, prior to 11.00 a.m. on 1 December 2021. CREST holders inputting the

withdrawal of their Basic Entitlements from their CREST account must ensure that they withdraw both their Basic Entitlements and their Excess CREST Open Offer Entitlement.

Delivery of an Open Offer Application Form with the CREST deposit form duly completed whether in respect of a deposit into the account of the Qualifying Shareholder named in the Open Offer Application Form or into the name of another person, shall constitute a representation and warranty to the Company, Investec and the Receiving Agent by the relevant CREST member(s) that it/they is/are not in breach of the provisions of the notes under the paragraph headed "Instructions for depositing Basic Entitlements under the Open Offer into CREST" on page 2 of the Open Offer Application Form, and a declaration to the Company, Investec and the Receiving Agent from the relevant CREST member(s) that it/they is/are not in, or citizen(s) or resident(s) of, any Excluded Territory and, where such deposit is made by a beneficiary of a market claim, a representation and warranty that the relevant CREST member(s) is/are entitled to apply under the Open Offer by virtue of a *bona fide* market claim.

(h) **Validity of application**

A USE instruction complying with the requirements as to authentication and contents set out above which settles by no later than 11.00 a.m. on 1 December 2021 will constitute a valid application under the Open Offer and/or Excess Application Facility, as applicable.

(i) **CREST procedures and timings**

CREST members and (where applicable) their CREST sponsors should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in relation to the input of a USE instruction and its settlement in connection with the Open Offer and the Excess Application Facility. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST sponsored member, to procure that his CREST sponsor takes) such action as shall be necessary to ensure that a valid application is made as stated above and settled by 11.00 a.m. on 1 December 2021. In this connection CREST members and (where applicable) their CREST sponsors are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

(j) **Incorrect or incomplete applications**

If a USE instruction includes a CREST payment for an incorrect sum, the Company, through the Registrar, reserves the right:

- (i) to reject the application in full and refund the payment to the CREST member in question (without interest);
- (ii) in the case that an insufficient sum is paid, to treat the application as a valid application for such lesser whole number of Shares as would be able to be applied for with that payment at the Issue Price, refunding any unutilised sum to the CREST member in question (without interest); and
- (iii) in the case that an excess sum is paid, to treat the application as a valid application for all the Shares referred to in the USE instruction, refunding any unutilised sum to the CREST member in question (without interest).

(k) **Effect of valid application**

A CREST member who makes or is treated as making a valid application in accordance with the above procedures thereby:

- (i) represents and warrants to the Company, the Receiving Agent and Investec that he has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer or the Excess Application Facility, as the case may be, and to execute, deliver and exercise his rights, and perform his obligations under any contracts resulting therefrom and that he is not a person otherwise prevented by legal or regulatory restrictions from applying for Shares or acting on behalf of any such person on a non-discretionary basis;

- (ii) agrees with the Company and Investec to pay the amount payable on application in accordance with the above procedures by means of a CREST payment in accordance with the CREST payment arrangements (it being acknowledged that the payment to the Receiving Agent's payment bank in accordance with the CREST payment arrangements shall, to the extent of the payment, discharge in full the obligation of the CREST member to pay to the Company the amount payable on application);
- (iii) agrees with the Company and Investec that all applications and contracts resulting therefrom under the Open Offer and the Excess Application Facility shall be governed by the laws of England;
- (iv) confirms to the Company and Investec that in making the application he is not relying on any information or representation in relation to the Company other than that contained in this document and any supplementary prospectus published by the Company prior to Admission, and the applicant accordingly agrees that no person responsible solely or jointly for this document, any supplementary prospectus published by the Company prior to Admission, or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or representation not so contained and further agrees that, having had the opportunity to read this document, he will be deemed to have had notice of all the information in relation to the Company and the Shares contained in this document (including matters incorporated by reference);
- (v) represents and warrants to the Company and Investec that he is the Qualifying Shareholder originally entitled to the Basic Entitlement and Excess CREST Open Offer Entitlement or that he has received such Basic Entitlement and Excess CREST Open Offer Entitlement by virtue of a *bona fide* market claim;
- (vi) represents and warrants to the Company, the Receiving Agent and Investec that if he has received some or all his Basic Entitlement and Excess CREST Open Offer Entitlement from a person other than the Company, he is entitled to apply under the Open Offer and the Excess Application Facility in relation to such Basic Entitlement and Excess CREST Open Offer Entitlement by virtue of a *bona fide* market claim;
- (vii) requests that the Shares to which he will become entitled be issued to him on the terms set out in this document, subject to the Articles;
- (viii) represents and warrants to the Company, the Receiving Agent and Investec that he is not, nor is he applying on behalf of anyone who is in, or is a citizen or resident, or is a corporation, partnership or other entity created or organised in or under any laws of, any Excluded Territory and he is not applying with a view to re-offering, re-selling, transferring or delivering any of the Shares which are the subject of his application in or to, or for the benefit of, any person who is a citizen or resident or which is a corporation, partnership or other entity created, or organised in or under any laws of any Excluded Territory (except where proof satisfactory to the Company has been provided to the Company that he is able to accept the invitation by the Company free of any requirement which the Company (in its absolute discretion) regards as unduly burdensome), nor acting on behalf of any such person on a non-discretionary basis nor (a) person(s) otherwise prevented by legal or regulatory restrictions from applying for Shares under the Open Offer or the Excess Application Facility;
- (ix) represents and warrants to the Company, the Receiving Agent and Investec that he is not, and nor is he applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in Section 93 (depository receipts) or Section 96 (clearance services) of the Finance Act 1986;
- (x) confirms that in making the application he is not relying and has not relied on Investec or any person affiliated with Investec in connection with any investigation of the accuracy of any information contained in this document or any supplementary prospectus published by the Company prior to Admission or his investment decision; and
- (xi) confirms that no person has been authorised to give any information or to make any representation concerning the Company or the Shares (other than as contained in this document or any supplementary prospectus published by the Company prior to Admission)

and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Company or Investec.

(l) **Company's discretion as to the rejection and validity of applications**

The Company may in its sole discretion:

- (i) treat as valid (and binding on the CREST member concerned) an application which does not comply in all respects with the requirements as to validity set out or referred to in this Part 13 (*Terms and Conditions of the Open Offer*);
- (ii) accept an alternative properly authenticated dematerialised instruction from a CREST member or (where applicable) a CREST sponsor as constituting a valid application in substitution for or in addition to a USE instruction and subject to such further terms and conditions as the Company may determine;
- (iii) treat a properly authenticated dematerialised instruction (in this sub-paragraph the **"first instruction"**) as not constituting a valid application if, at the time at which the Receiving Agent receives a properly authenticated dematerialised instruction giving details of the first instruction or thereafter, either the Company or the Receiving Agent has received actual notice from Euroclear of any of the matters specified in Regulation 35(5)(a) of the CREST Regulations in relation to the first instruction. These matters include notice that any information contained in the first instruction was incorrect or notice of lack of authority to send the first instruction; and
- (iv) accept an alternative instruction or notification from a CREST member or CREST sponsored member or (where applicable) a CREST sponsor, or extend the time for settlement of a USE instruction or any alternative instruction or notification, in the event that, for reasons or due to circumstances outside the control of any CREST member or CREST sponsored member or (where applicable) CREST sponsor, the CREST member or CREST sponsored member is unable validly to apply for Shares by means of the above procedures. In normal circumstances, this discretion is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST) or on the part of the facilities and/or systems operated by the Receiving Agent in connection with CREST.

(m) **Lapse of the Open Offer**

In the event that the Issue does not become unconditional by 8.00 a.m. on 6 December 2021 or such later time and date as the Company, the Investment Manager and Investec may agree, the Issue will lapse, the Basic Entitlements and Excess CREST Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable thereafter.

5 MONEY LAUNDERING REGULATIONS

5.1 Holders of Application Forms

To ensure compliance with the Money Laundering Regulations and any other applicable regulations, the Receiving Agent may require, at its absolute discretion, verification of the identity of the person by whom or on whose behalf the Open Offer Application Form is lodged with payment (which requirements are referred to below as the **"verification of identity requirements"**). If the Open Offer Application Form is submitted by a UK regulated broker or intermediary acting as agent and which is itself subject to the Money Laundering Regulations, any verification of identity requirements are the responsibility of such broker or intermediary and not of the Receiving Agent. In such case, the lodging agent's stamp should be inserted on the Open Offer Application Form.

The person lodging the Open Offer Application Form with payment and in accordance with the other terms as described above (the **"acceptor"**), including any person who appears to the Receiving Agent to be acting on behalf of some other person, accepts the Open Offer in respect of such number of Shares as is referred to therein (for the purposes of this paragraph 5 the **"relevant Shares"**) and shall

thereby be deemed to agree to provide the Receiving Agent with such information and other evidence as the Receiving Agent may require to satisfy the verification of identity requirements.

If the Receiving Agent determines that the verification of identity requirements apply to any acceptor or application, the relevant Shares (notwithstanding any other term of the Open Offer or the Excess Application Facility) will not be issued to the relevant acceptor unless and until the verification of identity requirements have been satisfied in respect of that acceptor or application. The Receiving Agent is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any acceptor or application and whether such requirements have been satisfied, and neither the Receiving Agent nor the Company will be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion.

If the verification of identity requirements apply, failure to provide the necessary evidence of identity within a reasonable time may result in delays in the despatch of share certificates or in crediting CREST accounts. If, within a reasonable time following a request for verification of identity, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Company may, in its absolute discretion, treat the relevant application as invalid, in which event the monies payable on acceptance of the Open Offer or under the Excess Application Facility will be returned (at the acceptor's risk) without interest to the account of the bank or building society on which the relevant cheque or banker's draft was drawn.

Submission of an Open Offer Application Form with the appropriate remittance will constitute a warranty to each of the Company, the Receiving Agent and Investec from the applicant that the Money Laundering Regulations will not be breached by application of such remittance.

The verification of identity requirements will not usually apply:

- (a) if the applicant is an organisation required to comply with the Money Laundering Regulations;
- (b) if the acceptor is a regulated United Kingdom broker or intermediary acting as agent and is itself subject to the Money Laundering Regulations;
- (c) if the applicant (not being an applicant who delivers his application in person) makes payment by way of a cheque drawn on an account in the applicant's name;
- (d) if the aggregate subscription price for the Shares is less than €10,000 (or the Sterling equivalent);
- (e) if payment is made by cheque or banker's draft in Sterling drawn on a branch in the United Kingdom of a bank or building society which bears a UK bank sort code number in the top right hand corner the following applies. Cheques should be written in black ink and made payable to **"CIS PLC RE: RUFFER OPEN OFFER"** and crossed "A/C payee only". Third party cheques may not be accepted with the exception of building society cheques or banker's drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the cheque/banker's draft to such effect. The account name should be the same as that shown on the Open Offer Application Form; or
- (f) if the Open Offer Application Form is lodged with payment by an agent which is an organisation of the kind referred to in (a) above or which is subject to anti-money laundering regulation in a country which is a member of the Financial Action Task Force (the non-European Union members of which are Argentina, Australia, Brazil, Canada, China, Hong Kong, Iceland, India, Japan, Mexico, New Zealand, Norway, Russian Federation, Singapore, the Republic of Korea, the Republic of South Africa, Switzerland, Turkey, the United Kingdom, UK Crown Dependencies and the USA and, by virtue of their membership of the Gulf Cooperation Council, Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the United Arab Emirates), the agent should provide with the Open Offer Application Form written confirmation that it has that status and a written assurance that it has obtained and recorded evidence of the identity of the person for whom it acts and that it will on demand make such evidence available to the Receiving Agent. If the agent is not such an organisation, it should contact the Receiving Agent.

To confirm the acceptability of any written assurance referred to in (f) above, or in any other case, the acceptor should contact the Receiving Agent, Computershare on 0370 707 4040 or, if calling from outside the UK, on +44 370 707 4040 between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales). Different charges may apply to calls made from mobile

telephones. Calls may be recorded and monitored randomly for security and training purposes. The helpline cannot provide advice on the merits of the Open Offer or the Excess Application Facility nor give any financial, legal or tax advice.

If the Open Offer Application Form is in respect of Shares under the Open Offer and/or the Excess Application Facility with an aggregate subscription price of €10,000 (or the Sterling equivalent) or more and is lodged by hand by the acceptor in person, or if the Open Offer Application Form in respect of Shares is lodged by hand by the acceptor and the accompanying payment is not the acceptor's own cheque, he should ensure that he has with him evidence of identity bearing his photograph (for example, his passport) and separate evidence of his address.

If, within a reasonable period of time following a request for verification of identity, and in any case by no later than 11.00 a.m. on 1 December 2021, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Receiving Agent under instructions from the Company may, at its discretion, reject the relevant application, in which event the monies submitted in respect of that application will be returned without interest to the account at the drawee bank from which such monies were originally debited (without prejudice to the rights of the Company to undertake proceedings to recover monies in respect of the loss suffered by it as a result of the failure to produce satisfactory evidence as aforesaid).

5.2 Basic Entitlements and Excess CREST Open Offer Entitlements in CREST

If you hold your Basic Entitlement and Excess CREST Open Offer Entitlements in CREST and apply for Shares in respect of some or all of your Basic Entitlement and Excess CREST Open Offer Entitlement as agent for one or more persons and you are not a UK or EU regulated person or institution (e.g. a UK financial institution), then, irrespective of the value of the application, the Receiving Agent is obliged to take reasonable measures to establish the identity of the person or persons on whose behalf you are making the application. You must therefore contact the Receiving Agent before sending any USE or other instruction so that appropriate measures may be taken.

Submission of a USE instruction which on its settlement constitutes a valid application as described above constitutes a warranty and undertaking by the applicant to the Company, the Receiving Agent and Investec to provide promptly to the Receiving Agent such information as may be specified by the Receiving Agent as being required for the purposes of the Money Laundering Regulations. Pending the provision of evidence satisfactory to the Receiving Agent as to identity, the Receiving Agent may in its absolute discretion take, or omit to take, such action as it may determine to prevent or delay issue of the Shares concerned. If satisfactory evidence of identity has not been provided within a reasonable time, then the application for the Shares represented by the USE instruction will not be valid. This is without prejudice to the right of the Company to take proceedings to recover any loss suffered by it as a result of failure to provide satisfactory evidence.

6 OVERSEAS PERSONS

This document has been approved by the FCA, being the competent authority in the United Kingdom. The comments set out in this paragraph 6 are intended as a general guide only and any Overseas Persons who are in any doubt as to their position should consult their professional advisers without delay.

6.1 General

The distribution of this document and the making of the Open Offer and Excess Application Facility to persons who have registered addresses in, or who are resident in, or citizens of, or which are corporations, partnerships or other entities created or organised under the laws of countries other than the United Kingdom, Guernsey, Jersey or the Isle of Man or to persons who are nominees of or custodians, trustees or guardians for citizens, residents in or nationals of countries other than the United Kingdom, Guernsey, Jersey or the Isle of Man may be affected by the laws or regulatory requirements of the relevant jurisdictions. Those persons should consult their professional advisers as to whether they require any governmental or other consents or need to observe any applicable legal requirements or other formalities to enable them to apply for Shares under the Open Offer and/or the Excess Application Facility.

No action has been or will be taken by the Company or Investec or any other person, to permit a public offering or distribution of this document (or any other offering or publicity materials or application form(s) relating to the Shares under the Open Offer and/or the Excess Application Facility or Shares to be issued under the Offer for Subscription) in any jurisdiction where action for that purpose may be required.

No public offer of Shares is being made by virtue of this document or the Open Offer Application Form into any Excluded Territory.

Receipt of this document and/or an Open Offer Application Form and/or a credit of Basic Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST will not constitute an invitation or offer of securities for subscription, sale or purchase in those jurisdictions in which it would be illegal to make such an invitation or offer and, in those circumstances, this document and/or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed.

Open Offer Application Forms will not be sent to, and Basic Entitlements and Excess CREST Open Offer Entitlements will not be credited to stock accounts in CREST of, persons with registered addresses in any Excluded Territory or their agent or intermediary, except where the Company and Investec are satisfied that such action would not result in the contravention of any registration or other legal requirement in any jurisdiction.

No person receiving a copy of this document and/or an Open Offer Application Form and/or a credit of Basic Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST in any territory other than the United Kingdom, Guernsey, Jersey or the Isle of Man may treat the same as constituting an invitation or offer to him, nor should he in any event use any such Open Offer Application Form and/or credit of Basic Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST unless, in the relevant territory, such an invitation or offer could lawfully be made to him and such Open Offer Application Form and/or credit of Basic Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST could lawfully be used, and any transaction resulting from such use could be effected, without contravention of any registration or other legal or regulatory requirements. In circumstances where an invitation or offer would contravene any registration or other legal or regulatory requirements, this document and/or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed.

It is the responsibility of any person (including, without limitation, custodians, agent, nominees and trustees) outside the United Kingdom, Guernsey, Jersey or the Isle of Man wishing to apply for Shares under the Open Offer and/or the Excess Application Facility to satisfy himself as to the full observance of the laws of any relevant territory in connection therewith, including obtaining any governmental or other consents that may be required, observing any other formalities required to be observed in such territory and paying any issue, transfer or other taxes due in such territory.

None of the Company, Investec or any of their respective representatives is making any representation to any offeree or purchaser of the Shares regarding the legality of an investment in the Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser.

Persons (including, without limitation, custodians, agents, nominees and trustees) receiving a copy of this document and/or an Open Offer Application Form and/or a credit of Basic Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST, in connection with the Open Offer and/or the Excess Application Facility or otherwise, should not distribute or send either of those documents nor transfer Basic Entitlements and Excess CREST Open Offer Entitlements in or into any jurisdiction where to do so would or might contravene local securities laws or regulations. If a copy of this document and/or an Open Offer Application Form and/or a credit of Basic Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST is received by any person in any such territory, or by his custodian, agent, nominee or trustee, he must not seek to apply for Shares in respect of the Open Offer and/or the Excess Application Facility unless the Company or Investec determine that such action would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, agents, nominees and trustees) who does forward a copy of this document and/or an Open Offer Application Form and/or transfers Basic Entitlements and/or Excess CREST Open Offer Entitlements into any such territory, whether pursuant to a contractual or legal obligation or otherwise, should draw the attention of the recipient to the contents of this Part 13 (*Terms and Conditions of the Open Offer*) and specifically the contents of this paragraph 6.

The Company reserves the right to treat as invalid any application or purported application for Shares that appears to the Company or its agents to have been executed, effected, or dispatched from any Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements or if it provides an address for delivery of the share certificates relating to Shares (or in the case of a credit of Basic Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST, to a CREST member whose registered address would be), in any Excluded Territory.

Notwithstanding any other provision of this document or the Open Offer Application Form, the Company reserves the right to permit any person to apply for Shares in respect of the Open Offer and/or the Excess Application Facility if the Company, in its sole and absolute discretion, is satisfied that the transaction in question is exempt from, or not subject to, the legislation or regulations giving rise to the restrictions in question.

Overseas Persons who wish, and are permitted, to apply for Shares should note that payment must be made in Sterling denominated cheques or banker's drafts or where such Overseas Person is a Qualifying CREST Shareholder, through CREST.

6.2 United States

The Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, accordingly, may not be offered or sold, re-sold, taken up, transferred, delivered or distributed, directly or indirectly, within the United States except in reliance on an exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States.

Accordingly, the Company is not extending the Open Offer and/or the Excess Application Facility into the United States and neither this document nor the Open Offer Application Form constitutes or will constitute an offer or an invitation to apply for or an offer or an invitation to acquire any Shares pursuant to the Open Offer and/or the Excess Application Facility in the United States. An Open Offer Application Form will not be sent to, and no Shares under the Open Offer and/or the Excess Application Facility will be credited to, a stock account in CREST of any Shareholder with a registered address in the United States. Open Offer Application Forms sent from or postmarked in the United States will be deemed to be invalid and all persons acquiring Shares under the Open Offer and/or the Excess Application Facility and wishing to hold such Shares in registered form must provide an address for registration outside the United States.

Any person who acquires Shares pursuant to the Open Offer and/or the Excess Application Facility will be deemed to have declared, warranted and agreed, by accepting delivery of this document and (where relevant) the Open Offer Application Form and delivery of such Shares, that they are not, and that at the time of acquiring the Shares pursuant to the Open Offer and/or the Excess Application Facility they will not be, in the United States or acting on behalf of, or for the account or benefit of, a person on a non-discretionary basis in the United States or any state of the United States.

The Company reserves the right to treat as invalid any Open Offer Application Form that appears to the Company or its agents to have been executed in, or despatched from, the United States, or that provides an address in the United States for the receipt of Shares, or which does not make the warranty set out in the Open Offer Application Form to the effect that the person completing the Open Offer Application Form does not have a registered address and is not otherwise located in the United States and is not acquiring the Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such Shares in the United States or where the Company believes acceptance of such Open Offer Application Form may infringe applicable legal or regulatory requirements.

The Company will not be bound to allot or issue any Shares to any person with an address in, or who is otherwise located in, the United States in whose favour an Open Offer Application Form has been executed. In addition, the Company and Investec reserve the right to reject any USE instruction sent by or on behalf of any CREST member with a registered address in the United States in respect of the Shares.

6.3 Excluded Territories

The Shares have not been and will not be registered under the relevant laws of any Excluded Territories or any state, province or territory thereof and may not be offered, sold, resold, delivered or distributed, directly or indirectly, in or into any Excluded Territories or to, or for the account or benefit of, any person with a registered address in, or who is resident in, or a citizen of, any Excluded Territories except pursuant to an applicable exemption. No offer of Shares is being made by virtue of this document or the Open Offer Application Form into any Excluded Territories.

6.4 Other overseas territories

Open Offer Application Forms will be sent to Qualifying Non-CREST Shareholders and Basic Entitlements and Excess CREST Open Offer Entitlements will be credited to the stock account in CREST of Qualifying CREST Shareholders. Qualifying Shareholders in jurisdictions other than the United Kingdom, Guernsey, Jersey or the Isle of Man may, subject to the laws of their relevant jurisdiction, take up Shares under the Open Offer and/or the Excess Application Facility in accordance with the instructions set out in this document and the Open Offer Application Form.

Shareholders who have registered addresses in, or who are resident in, or citizens of countries other than the United Kingdom, Guernsey, Jersey or the Isle of Man should consult appropriate professional advisers as to whether they require any governmental or other consents or need to observe any other formalities to enable them to apply for any Shares in respect of the Open Offer and/or the Excess Application Facility.

6.5 Representations and warranties relating to Overseas Persons

(a) **Qualifying Non-CREST Shareholders**

Any person completing and returning an Open Offer Application Form or requesting registration of the Shares comprised therein represents and warrants to the Company, Investec and the Receiving Agent that, except where proof has been provided to the Company's satisfaction that such person's use of the Open Offer Application Form will not result in the contravention of any applicable legal requirements in any jurisdiction: (i) such person is not requesting registration of the relevant Shares from within any Excluded Territory; (ii) such person is not in any territory in which it is unlawful to make or accept an offer to acquire Shares in respect of the Open Offer and/or the Excess Application Facility or to use the Open Offer Application Form in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person located within any Excluded Territory (except as agreed with the Company) or any territory referred to in (ii) above at the time the instruction to accept was given; and (iv) such person is not acquiring Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such Shares into any Excluded Territory.

The Company and/or the Receiving Agent may treat as invalid any acceptance or purported acceptance of the allotment of Shares comprised in an Open Offer Application Form if it: (i) appears to the Company or its agents to have been executed, effected or dispatched from any Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements; or (ii) provides an address in any Excluded Territory for delivery of the share certificates of Shares (or any other jurisdiction outside the United Kingdom, Guernsey, Jersey or the Isle of Man in which it would be unlawful to deliver such share certificates); or (iii) purports to exclude the warranty required by this sub-paragraph 6.5(a).

(b) **Qualifying CREST Shareholders**

A CREST member or CREST sponsored member who makes a valid acceptance in accordance with the procedures set out in this Part 13 (*Terms and Conditions of the Open Offer*) represents and warrants to the Company, Investec and the Receiving Agent that, except where proof has been provided to the Company's satisfaction that such person's acceptance will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) he is not within any Excluded Territory; (ii) he is not in any territory in which it is unlawful to make or accept an offer to acquire Shares; (iii) he is not accepting on a non-discretionary basis for a person located within

any Excluded Territory (except as otherwise agreed with the Company) or any territory referred to in (ii) above at the time the instruction to accept was given; and (iv) he is not acquiring any Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such Shares into any of the above territories.

6.6 Waiver

The provisions of this paragraph 6 and of any other terms of the Open Offer and/or the Excess Application Facility relating to Overseas Persons may be waived, varied or modified as regards specific Qualifying Shareholders or on a general basis by the Company and/or Investec in their absolute discretion. Subject to this, the provisions of this paragraph 6 supersede any terms of the Open Offer and/or the Excess Application Facility inconsistent herewith. References in this paragraph 6 to Qualifying Shareholders shall include references to the person or persons executing an Open Offer Application Form and, in the event of more than one person executing an Open Offer Application Form, the provisions of this paragraph 6 shall apply to them jointly and to each of them.

7 WITHDRAWAL RIGHTS

Qualifying Shareholders wishing to exercise or direct the exercise of statutory withdrawal rights pursuant to Section 87Q(4) of FSMA after the issue by the Company of a supplementary prospectus must do so by lodging a written notice of withdrawal within two Business Days commencing on the Business Day after the date on which the supplementary prospectus is published. The withdrawal notice must include the full name and address of the person wishing to exercise statutory withdrawal rights and, if such person is a CREST member, the participant ID and the member account ID of such CREST member. The notice of withdrawal must be deposited by post with the Receiving Agent so as to be received before the end of the withdrawal period. In relation to any enquiries please call the Receiving Agent on 0370 707 4040 or, if calling from outside the UK, on +44 370 707 4040 between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales). Different charges may apply to calls made from mobile telephones. Calls may be recorded and monitored randomly for security and training purposes. The helpline cannot provide advice on the merits of the Open Offer and/or the Excess Application Facility nor give any financial, legal or tax advice. Notice of withdrawal given by any other means or which is deposited with the Receiving Agent after expiry of such period will not constitute a valid withdrawal, and the Company will not permit the exercise of withdrawal rights after payment by the relevant person for the Shares applied for in full and the allotment of such Shares to such person becoming unconditional save to the extent required by statute. In such event, Qualifying Shareholders are advised to seek independent legal advice.

8 ADMISSION, SETTLEMENT AND DEALINGS

Application will be made to the FCA for the new Shares to be admitted to listing on the premium listing segment of the Official List. Application will also be made to the London Stock Exchange for the Shares to be admitted to trading on the Main Market. It is expected that Admission will become effective and that dealings in the Shares, fully paid, will commence at 8.00 a.m. on 6 December 2021. All such shares, when issued and fully paid, may be held and transferred by means of CREST.

Basic Entitlements held in CREST and Excess CREST Open Offer Entitlements are expected to be disabled in all respects after 11.00 a.m. on 1 December 2021 (the latest date for applications under the Open Offer and the Excess Application Facility). If the condition(s) to the Open Offer described above are satisfied, Shares will be issued in uncertificated form to those persons who submitted a valid application for Shares by utilising the CREST application procedures and whose applications have been accepted by the Company. The Receiving Agent will instruct Euroclear to credit the appropriate stock accounts of such persons with such persons' entitlements to Shares with effect from Admission (expected to be at 8.00 a.m. on 6 December 2021). The stock accounts to be credited will be accounts under the same CREST participant IDs and CREST member account IDs in respect of which the USE instruction was given.

Notwithstanding any other provision of this document, the Company reserves the right to send Qualifying CREST Shareholders an Open Offer Application Form instead of crediting the relevant stock account with Basic Entitlements and Excess CREST Open Offer Entitlements, and to allot and/or issue any Shares in certificated form. In normal circumstances, this right is only likely to be exercised in the event of any

interruption, failure or breakdown of CREST (or of any part of CREST) or on the part of the facilities and/or systems operated by the Receiving Agent in connection with CREST.

For Qualifying Non-CREST Shareholders who have applied by using an Open Offer Application Form, share certificates in respect of the Shares are expected to be despatched in the week commencing 13 December 2021. No temporary documents of title will be issued and, pending the issue of definitive certificates, transfers will be certified against the UK share register of the Company. All documents or remittances sent by or to applicants or as they may direct, will be sent through the post at their own risk. For more information as to the procedure for application, Qualifying Non-CREST Shareholders are referred to paragraph 4.1 above and their Open Offer Application Form.

9 TIMES AND DATES

The Company shall, in agreement with Investec and after consultation with its financial and legal advisers, be entitled to amend the dates that Open Offer Application Forms are despatched or amend or extend the latest date for acceptance under the Open Offer and the Excess Application Facility and all related dates set out in this document and in such circumstances shall notify the London Stock Exchange and make an announcement on a Regulatory Information Service but Shareholders may not receive any further written communication.

If a supplementary prospectus is issued by the Company two or fewer Business Days prior to the latest time and date for acceptance, any payment in full under the Open Offer and the Excess Application Facility specified in this document, the latest date for acceptance under the Open Offer and the Excess Application Facility shall be extended to the date that is three Business Days after the date of issue of the supplementary prospectus (and the dates and times of principal events due to take place following such date shall be extended accordingly).

10 TAXATION

Certain statements regarding Guernsey and United Kingdom taxation in respect of the Shares and the Open Offer are set out in Part 11 (*Taxation*) of this document. Shareholders who are in any doubt as to their tax position in relation to taking up their entitlements under the Open Offer and/or making an application under the Excess Application Facility or who are subject to tax in any jurisdiction other than the United Kingdom, should immediately consult a suitable professional adviser.

11 FURTHER INFORMATION

Your attention is drawn to the further information set out in this document and also, in the case of Non-CREST Shareholders and other Qualifying Shareholders to whom the Company has sent Open Offer Application Forms, to the terms, conditions and other information printed on the accompanying Open Offer Application Form.

12 GOVERNING LAW AND JURISDICTION

The terms and conditions of the Open Offer as set out in this document, the Open Offer Application Form and any non-contractual obligation related thereto shall be governed by, and construed in accordance with, English law. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Open Offer, the Excess Application Facility, this document or the Open Offer Application Form. By taking up Shares by way of their Basic Entitlement and/or applying for Shares under the Excess Application Facility, in accordance with the instructions set out in this document and, where applicable, the Open Offer Application Form, Shareholders irrevocably submit to the jurisdiction of the courts of England and Wales and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

Part 14

Terms and Conditions of Application under the Offer for Subscription

1 INTRODUCTION

- 1.1 Shares are available under the Offer for Subscription at 296.5 pence per Share.
- 1.2 Applications must be made on the Offer for Subscription Application Form attached at the end of this document or otherwise published by the Company.
- 1.3 If you have any queries, please contact the Receiving Agent on 0370 707 4040 (overseas callers should use +44 370 707 4040). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Issue nor give any financial, legal or tax advice.

2 EFFECT OF APPLICATION

Applications under the Offer for Subscription must be for Shares with a minimum subscription amount of 500 Shares and thereafter in multiples of 50 Shares or such lesser amount as the Company may determine (at its discretion). Multiple applications will be accepted.

3 OFFER TO ACQUIRE SHARES

By completing and delivering an Offer for Subscription Application Form to the Receiving Agent, you, as the applicant, and, if you sign the Offer for Subscription Application Form on behalf of another person or a corporation, that person or corporation:

- 3.1 offer to subscribe for such number of Shares at 296.5 pence per Share as may be purchased by the subscription amount specified in the box in section 1 on your Offer for Subscription Application Form (being a minimum of 500 Shares and thereafter in multiples of 50 Shares or such smaller number for which such application is accepted) on the terms, and subject to the conditions, set out in this document, including these Terms and Conditions of Application under the Offer for Subscription and the Articles;
- 3.2 agree that, in consideration for the Company agreeing that it will not, prior to the date of Admission, offer for subscription any Shares to any person other than by means of the procedures referred to in this document, your application may not be revoked (subject to any legal right to withdraw your application which arises as a result of the publication of a supplementary prospectus prior to Admission) and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to, or in the case of delivery by hand, on receipt by, the Receiving Agent of your Offer for Subscription Application Form;
- 3.3 undertake to pay the subscription amount specified in the box in section 1 on your Offer for Subscription Application Form in full on application and warrant that the remittance accompanying your Offer for Subscription Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive a share certificate for the Shares applied for in certificated form or be entitled to commence dealing in Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Shares unless and until you make payment in cleared funds for such Shares and such payment is accepted by the Receiving Agent (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent, the Company and Investec against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) avoid the agreement to allot the Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by way of a cheque drawn on a branch of a UK clearing bank to the bank account name from which they were first received at your risk or direct to

the account of the bank or building society on which the relevant cheque or banker's draft was drawn, for an amount equal to the proceeds of the remittance which accompanied your Offer for Subscription Application Form, without interest);

- 3.4 agree, that where on your Offer for Subscription Application Form a request is made for Shares to be deposited into a CREST account (a "**CREST Account**"): (i) the Receiving Agent may in its absolute discretion amend the Offer for Subscription Application Form so that such Shares may be issued in certificated form registered in the name(s) of the holder(s) specified in your Offer for Subscription Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST Account or in receiving your remittance in cleared funds); and (ii) the Receiving Agent, the Company or Investec may authorise your financial adviser or whoever he may direct to send a document of title for, or credit your CREST Account in respect of, the number of Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your Offer for Subscription Application Form;
- 3.5 agree, in respect of applications for Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph 3.4 above to issue Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Offer for Subscription Application Form may become entitled or pursuant to paragraph 3.4 above (and any monies returnable to you) may be retained by the Receiving Agent:
- pending clearance of your remittance;
 - pending investigation of any suspected breach of the warranties contained in paragraphs 7.1, 7.3, 7.7, 7.14, 7.15 or 7.16 below or any other suspected breach of these Terms and Conditions of Application under the Offer for Subscription; or
 - pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of the Money Laundering Regulations and any other regulations applicable thereto,
- and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
- 3.6 agree, on the request of the Receiving Agent to disclose promptly in writing to it such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which it may consider appropriate;
- 3.7 agree that if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Receiving Agent) following a request therefor, the Receiving Agent or the Company may terminate the agreement with you to allot Shares and, in such case, the Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned by a cheque drawn on a branch of a UK clearing bank to the bank account name from which they were first received, at your risk and without interest of any proceeds of the payment accompanying the application at your risk or direct to the bank account of the bank or building society on which the relevant cheque or banker's draft was drawn;
- 3.8 acknowledge that the Key Information Document relating to the Shares prepared by the Investment Manager pursuant to the PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under the Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Offer for Subscription Application Form represents your consent to being provided the Key Information Document via the Company's website (ruffer.co.uk/ric) or such other website as has been notified to you. Where your application is made on an advised basis or through another intermediary, the terms of your engagement should address the means by which such Key Information Document will be provided to you;
- 3.9 agree that you are not applying on behalf of a person engaged in money laundering;
- 3.10 undertake to ensure that, in the case of an application signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certified by a solicitor or notary) is enclosed with your Offer for Subscription Application Form together with full identity documents for the person so signing;

- 3.11 undertake to pay interest at the rate described in paragraph 4 below if the remittance accompanying your Offer for Subscription Application Form is not honoured on first presentation;
- 3.12 authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Shares for which your application is accepted or if you have completed the relevant payment method box in section 1 on your Offer for Subscription Application Form, but subject to paragraph 3.4 above, to deliver the number of Shares for which your application is accepted into CREST, and/or to return any monies returnable without payment of interest (at the applicant's risk) either as a cheque by first class post to the address completed in section 2 on the Offer for Subscription Application Form or return funds direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn;
- 3.13 confirm that you have read and complied with paragraph 9 below;
- 3.14 agree that all subscription payments received by the Receiving Agent will be processed through a bank account in the name of **"CIS PLC RE: RUFFER IC OFS"** opened by the Receiving Agent;
- 3.15 agree that your Offer for Subscription Application Form is addressed to the Receiving Agent;
- 3.16 agree that your application must be for a whole number of Shares and the number of Shares issued to you will be rounded down to the nearest whole number;
- 3.17 acknowledge that the offer to the public of Shares is being made only in the United Kingdom, Jersey, Guernsey and the Isle of Man and represent that you are a United Kingdom, Jersey, Guernsey or Isle of Man resident (unless you are able to provide such evidence as the Company may, in its absolute discretion, require that you are entitled to apply for Shares); and
- 3.18 agree that any application may be rejected in whole or in part at the sole discretion of the Company.

4 ACCEPTANCE OF YOUR OFFER

The basis of allocation will be determined by the Company in consultation with Investec. The right is reserved notwithstanding the basis as so determined to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these Terms and Conditions of Application under the Offer for Subscription or not in all respects completed or delivered in accordance with the instructions accompanying the Offer for Subscription Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Offer for Subscription Application Form where you have agreed with the Company in some other manner to apply in accordance with these Terms and Conditions of Application under the Offer for Subscription.

The Receiving Agent will present all cheques and banker's drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payments.

Payments must be in Sterling and paid by either cheque, bank transfer or DvP via CREST in accordance with this paragraph 4.

Fractions of Shares will not be issued.

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 11:00 a.m. on 1 December 2021.

Should you wish to apply for Shares by DvP, you will need to input your instructions in favour of the Receiving Agent's Participant Account, 8RA06 by no later than 11:00 a.m. on 3 December 2021, allowing for the delivery and acceptance of your Shares to your CREST account against payment of the Issue Price in Sterling through the CREST system upon the relevant settlement date, following the CREST matching criteria set out in the Offer for Subscription Application Form.

Except as provided below, payments may be made by cheque or banker's draft drawn on an account where the applicant has sole or joint title to the funds and on an account at a branch of a bank or building society in the United Kingdom, Guernsey, Jersey or the Isle of Man which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or that has arranged for its cheques or bankers' drafts to be cleared through the facilities provided for members of either of those companies. Such cheques or bankers' drafts must bear the appropriate sort code in the top

right hand corner. Cheques, which must be drawn on the personal account of an individual applicant where they have sole or joint title to the funds, must be made payable to “**CIS PLC RE: RUFFER IC OFS**”. Third party cheques may not be accepted with the exception of building society cheques or bankers’ drafts where the building society or bank has confirmed the name of the account holder by stamping/endorsing the cheque or banker’s draft to that effect or has provided a supporting letter confirming the source of funds. The account name should be the same as that shown on the Offer for Subscription Application Form.

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 11.00 a.m. on 1 December 2021. Applicants should contact the Receiving Agent at ruffer@computershare.co.uk quoting “**RUFFER OFS**” in the subject line or by telephone at 0370 707 4040 (overseas callers should use +44 370 707 4040). The Receiving Agent will provide bank details and a unique reference number to be used when making the payment. Applicants must ensure that they remit sufficient funds to cover any charges incurred by their bank.

The account name for any electronic payment should be in the name that is given on your Offer for Subscription Application Form and payments must relate solely to your Application. It is recommended that such transfers are actioned within 24 hours of posting your application and be received by no later than 11.00 a.m. on 1 December 2021.

In some cases, as determined by the amount of your investment, the Receiving Agent may need to ask you to submit additional documentation in order to verify your identity and/or the source of funds for the purpose of satisfying its anti-money laundering obligations. If additional documents are required in relation to your application, the Receiving Agent will contact you to request the information needed. The Receiving Agent cannot rely on verification provided by any third party, including financial intermediaries. Shares cannot be allotted if the Receiving Agent has not received satisfactory evidence to verify your identity and/or the source of funds, and failure to provide such evidence may result in a delay in processing your application or your application being rejected.

Applicants choosing to settle via CREST, that is DVP, will need to input their instructions in favour of the Receiving Agent’s Participant Account, 8RA06, by no later than 11.00 a.m. on 3 December 2021, allowing for the delivery and acceptance of the Shares to be made against payment of the Issue Price per Share, following the CREST matching criteria set out in the Offer for Subscription Application Form.

5 CONDITIONS

The contracts created by the acceptance of applications (in whole or in part) under the Offer for Subscription will be conditional upon:

- Admission occurring by 8.00 a.m. (London time) on 6 December 2021 or such later time or date as the Company, Investec and the Investment Manager may agree (being not later than 8.00 a.m. on 31 December 2021);
- the passing of the Resolution at the General Meeting; and
- the Sponsor Agreement becoming otherwise unconditional (save as to Admission) and not being terminated in accordance with its terms at any time before Admission.

You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other right you may have.

6 RETURN OF APPLICATION MONIES

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest (at the applicant’s risk) either by first class post as a cheque to the address set out on the Offer for Subscription Application Form or returned direct to the account of the bank or building society on which the relevant cheque or banker’s draft was drawn. In the meantime, application monies will be retained by the Receiving Agent in a separate account.

7 WARRANTIES

By completing an Offer for Subscription Application Form, you:

- 7.1 warrant that you are not a resident of an Excluded Territory and that you are not located in the United States;
- 7.2 undertake and warrant that, if you sign the Offer for Subscription Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions of Application under the Offer for Subscription and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;
- 7.3 warrant, if the laws of any territory or jurisdiction outside the UK, Jersey, Guernsey or Isle of Man are applicable to your application, that you have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action or omitted to take any action which will result in the Company, the Investment Manager, Investec or the Receiving Agent or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside of the UK, Guernsey, Jersey or Isle of Man in connection with the Offer for Subscription in respect of your application;
- 7.4 confirm that (save for advice received from your financial adviser (if any)) in making an application you are not relying on any information or representations in relation to the Company other than those contained in this document and any supplementary prospectus published prior to Admission (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for this document or such supplementary prospectus or any part thereof shall have any liability for any such other information or representation;
- 7.5 agree that, having had the opportunity to read this document and the Key Information Document relating to the Shares each in its entirety, you shall be deemed to have had notice of all information and representations contained in this document and the Key Information Document relating to the Shares;
- 7.6 acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in this document and any supplementary prospectus published prior to Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Investment Manager, Investec or the Receiving Agent;
- 7.7 warrant that you are not under the age of 18 on the date of your application;
- 7.8 agree that all documents and monies sent by post to, by, from or on behalf of the Company or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first named holder) as set out in your Offer for Subscription Application Form;
- 7.9 confirm that you have reviewed the restrictions contained in paragraph 9 below and warrant that you (and any person on whose behalf you apply) comply with the provisions therein;
- 7.10 agree that, in respect of those Shares for which your Offer for Subscription Application Form has been received and processed and not rejected, acceptance of your Offer for Subscription Application Form shall be constituted by the Company instructing the Registrar to enter your name on the Register;
- 7.11 agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription shall be governed by and construed in accordance with the laws of England and Wales and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company or the Receiving Agent to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- 7.12 irrevocably authorise the Company, Investec or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Shares subscribed by or issued to you into your name and authorise any representatives of the Company, Investec and/or the Receiving Agent to execute any documents required therefor and to enter your name on the Register;

- 7.13 agree to provide the Company with any information which it, Investec and/or the Receiving Agent may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time-to-time) including, without limitation, satisfactory evidence of identity to ensure compliance with the Money Laundering Regulations;
- 7.14 warrant and confirm that:
- (a) you are not a person engaged in money laundering;
 - (b) none of the monies or assets transferred or to be transferred to (or for the account of) the Company and its agents for the purposes of the subscription are or will be the proceeds of criminal activities or activities that would be criminal if carried out in the United Kingdom; and
 - (c) you are not a prohibited individual or entity or resident in a prohibited country or territory listed on the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**") website and that you are not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes;
- 7.15 warrant that, in connection with your application, you have observed the laws of all requisite territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action which will or may result in the Company, the Investment Manager, Investec and/or the Receiving Agent acting in breach of the regulatory or legal requirements of any territory in connection with the Offer for Subscription or your application;
- 7.16 represent and warrant to the Company that: (i) you are not located within the United States; (ii) you are acquiring the Shares in an offshore transaction meeting the requirements of Regulation S; (iii) you understand and acknowledge that the Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, resold, transferred, delivered or distributed, directly or indirectly, into or within the United States; and (iv) you understand and acknowledge that the Company has not registered and will not register as an investment company under the US Investment Company Act;
- 7.17 agree that Investec and the Receiving Agent are acting for the Company in connection with the Offer for Subscription and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the Shares or concerning the suitability of the Shares for you or be responsible to you for the protections afforded to their customers;
- 7.18 warrant that you are not subscribing for the Shares using a loan which would not have been given to you or any associate or not given to you on such favourable terms, if you had not been proposing to subscribe for the Shares;
- 7.19 warrant that the information contained in the Offer for Subscription Application Form is true and accurate; and
- 7.20 agree that if you request that Shares are issued to you on a date other than Admission and such Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Shares on a different date.

8 MONEY LAUNDERING

- 8.1 You agree that, in order to ensure compliance with the Money Laundering Regulations and any other applicable regulations, the Receiving Agent may at its absolute discretion require verification of identity of you (the "**holder(s)**") as the applicant lodging an Offer for Subscription Application Form and further may request from you, and you will assist in providing identification of:
- the owner(s) and/or controller(s) (the "**payor**") of any bank account not in the name of the holder(s) on which is drawn a payment by way of banker's draft or cheque; or
 - other person(s) where it appears to the Receiving Agent that a holder or the payor is acting on behalf of some other person or persons.
- 8.2 Any delay or failure to provide the necessary evidence of identity may result in your application being rejected or delays in crediting CREST accounts or the despatch of documents.

- 8.3 Without prejudice to the generality of this paragraph 8, verification of the identity of holders and payors will be required if the value of the Shares applied for, whether in one or more applications considered to be connected, exceeds €15,000 (or the Sterling equivalent). If you use a building society cheque or banker's draft you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the cheque or banker's draft and adds its stamp. If, in such circumstances, the person whose account is being debited is not a holder you will be required to provide for both the holder and payor an original or copy of that person's passport or driving licence certified by a solicitor and an original or certified copy of two of the following documents, no more than three months old, a gas, electricity, water or telephone (not mobile) bill, a recent bank statement or a council tax bill, in their name and showing their current address (which originals will be returned by post at the addressee's risk) together with a signed declaration as to the relationship between the payor and you, the applicant.
- 8.4 For the purpose of the Money Laundering Regulations, a person making an application for Shares will not be considered as forming a business relationship with either the Company or with the Receiving Agent but will be considered as effecting a one-off transaction with either the Company or with the Receiving Agent.
- 8.5 The Receiving Agent may undertake electronic searches for the purposes of verifying your identity. To do so the Receiving Agent may verify the details against your identity, but may also request further proof of your identity. The Receiving Agent reserves the right to withhold any entitlement (including any refund cheque) until such verification of identity is completed to its satisfaction.

9 NON-UNITED KINGDOM, GUERNSEY, JERSEY OR ISLE OF MAN INVESTORS

- 9.1 The Offer for Subscription is only being made in the United Kingdom, Jersey, Guernsey and the Isle of Man. If you receive a copy of this document or an Offer for Subscription Application Form in any territory other than the United Kingdom, Jersey, Guernsey or the Isle of Man you may not treat it as constituting an invitation or offer to you, nor should you, in any event, use an Offer for Subscription Application Form unless, in the relevant territory, such an invitation or offer could lawfully be made to you or an Offer for Subscription Application Form could lawfully be used without contravention of any registration or other legal requirements. It is your responsibility, if you are outside the UK, Jersey, Guernsey or the Isle of Man and wish to make an application for Shares under the Offer for Subscription, to satisfy yourself as to full observance of the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities required to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory.
- 9.2 None of the Shares have been or will be registered under the laws of Canada, Japan, Australia, the Republic of South Africa, any member state of the EEA or under the US Securities Act or with any securities regulatory authority of any state or other political subdivision of the United States, Canada, Japan, Australia or the Republic of South Africa or any member state of the EEA. If you subscribe for Shares you will, unless the Company and the Receiving Agent agree otherwise in writing, be deemed to represent and warrant to the Company that you are not located in the United States or a resident of Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA, or a corporation, partnership or other entity organised under the laws of the US or Canada (or any political subdivision of either), Japan, Australia, the Republic of South Africa or any member state of the EEA and that you are not subscribing for such Shares for the account of any resident of Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Shares in or into the United States, Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA or to any person resident in Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA. No application will be accepted if it shows the applicant, payor or a holder having an address other than in the United Kingdom, Jersey, Guernsey or the Isle of Man.

10 DATA PROTECTION

- 10.1 Each applicant acknowledges that it has been informed that, pursuant to the DP Legislation, the Company and/or the Registrar will following Admission, hold personal data (as defined in the DP

Legislation) relating to past and present Shareholders. Personal data will be retained on record for a period exceeding six years after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out in the Company's privacy notice (the "**Purposes**") which is available for consultation on the Company's website at ruffer.co.uk/privacy (the "**Privacy Notice**") which include to:

- (a) process its personal data to the extent and in such manner as is necessary for the performance of its obligations under its respective service contracts, including as required by or in connection with the applicant's holding of Shares, including processing personal data in connection with credit and anti-money laundering checks on it;
- (b) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Shares;
- (c) comply with the legal and regulatory obligations of the Company and/or the Registrar; and
- (d) process its personal data for the Registrar's internal administration.

10.2 Where necessary to fulfil the Purposes, the Company will disclose personal data to:

- (a) third parties located either within, or outside of Guernsey, the United Kingdom or the EEA, if necessary for the Registrar to perform its functions, or when it is within its legitimate interests, and in particular in connection with the holding of Shares; or
- (b) its affiliates, the Registrar or the Investment Manager and their respective associates, some of which may be located outside of Guernsey, the United Kingdom and the EEA.

10.3 Any sharing of personal data between parties will be carried out in compliance with the DP Legislation and as set out in the Privacy Notice.

10.4 By becoming registered as a holder of Shares a person becomes a data subject (as defined under DP Legislation). In providing the Registrar with information, the applicant hereby represents and warrants to the Company and the Registrar that: (i) it complies in all material aspects with its data controller obligations under DP Legislation, and in particular, it has notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Privacy Notice; and (ii) where consent is legally competent and/or required under DP Legislation the applicant has obtained the consent of any data subject to the Company and Registrar and their respective affiliates and group companies, holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes).

10.5 Each applicant acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the applicant is a natural person he has read and understood the terms of the Privacy Notice.

10.6 Each applicant acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the applicant is not a natural person it represents and warrants that:

- (a) it has brought the Privacy Notice to the attention of any underlying data subjects on whose behalf or account the applicant may act or whose personal data will be disclosed to the Company as a result of the applicant agreeing to subscribe for Shares under the Offer for Subscription; and
- (b) the applicant has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.

10.7 Where the applicant acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/it shall, in respect of the personal data it processes in relation to or arising in relation to the Offer for Subscription:

- (a) comply with all applicable DP Legislation;
- (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;

- (c) if required, agree with the Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
- (d) it shall immediately on demand, fully indemnify each of the Company, Investec and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, Investec and/or the Registrar in connection with any failure by the applicant to comply with the provisions set out above.

11 MISCELLANEOUS

- 11.1 To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Shares and the Offer for Subscription.
- 11.2 The rights and remedies of the Company, the Investment Manager, Investec and the Receiving Agent under these Terms and Conditions of Application under the Offer for Subscription are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 11.3 The Company reserves the right to extend the closing time and/or date of the Offer for Subscription from 11.00 a.m. on 1 December 2021. In that event, the new closing time and/or date will be notified to applicants via an RIS.
- 11.4 The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned as indicated without interest.
- 11.5 You agree that Investec and the Receiving Agent are acting for the Company in connection with the Issue and for no-one else, and that neither Investec nor the Receiving Agent will treat you as its customer by virtue of such application being accepted or owe you any duties concerning the price of the Shares or concerning the suitability of the Shares for you or otherwise in relation to the Issue or for providing the protections afforded to their customers.
- 11.6 Save where the context requires otherwise, terms used in these Terms and Conditions of Application under the Offer for Subscription bear the same meaning as where used in the remainder of this document.

Part 15

Fund 3.2 Disclosures

The AIFM Regime requires certain disclosures to be made by UK AIFMs, such as the Investment Manager, when they market interests in an alternative investment fund to investors located in the United Kingdom.

In addition, the EU AIFM Directive imposes detailed and prescriptive obligations on fund managers established in the EEA (the “**Operative Provisions**”). These do not currently apply to fund managers established outside the EEA, such as the Investment Manager. Rather, non-EEA managers are only required to comply with certain disclosure, reporting and transparency obligations of the EU AIFM Directive (the “**Disclosure Provisions**”) and, even then, only if the non-EEA manager markets shares in an alternative investment fund to EEA domiciled investors within the EEA. Where the Disclosure Provisions appear to require disclosure on an Operative Provision which does not apply to the Company, no meaningful disclosure can be made. These Operative Provisions include prescriptive rules on measuring and capping leverage in line with known European standards, the treatment of investors, liquidity management, the use of “depositories” and cover for professional liability risks.

This document contains the information required to be made available to investors in the Company before they invest, pursuant to the AIFM Regime and the EU AIFM Directive. Article 23 of the EU AIFM Directive has been implemented in the United Kingdom through Chapter 3.2 of the Investment Funds sourcebook of the FCA Handbook (“**FUND 3.2**”). The table below sets out information required to be disclosed pursuant to FUND 3.2 and the EU AIFM Directive and related national implementing measures.

This document contains solely that information that Ruffer AIFM Limited (as the AIFM of the Company) is required to make available to investors pursuant to the AIFM Regime and the EU AIFM Directive and should not be relied upon as the basis for any investment decision.

Regulatory Reference

EU AIFM

Directive FUND

Article 23 3.2.2R

		Disclosure requirement	Disclosure or location of relevant disclosure
1(a)	1(a)	a description of the investment strategy and objectives of the Company	Information on the investment strategy and objectives of the Company are outlined in paragraphs 4 and 6 of Part 6 (The Company) of this document.
1(a)	1(b)	if the Company is a feeder fund, information on where the master fund is established;	Not applicable.
1(a)	1(c)	if the Company is a fund of funds, information on where the underlying funds are established;	Not applicable.
1(a)	1(d)	a description of the types of assets in which the Company may invest;	The types of assets in which the Company may invest are outlined in paragraph 4 of Part 6 (The Company) of this document.
1(a)	1(e)	the investment techniques that the Company may employ and all associated risks;	The investment techniques used by the Company are described in paragraphs 4 and 6 of Part 6 (The Company) of this document. Part 2 (Risk Factors) of this document provides an overview of the risks involved in investing in the Company.

Regulatory Reference

EU AIFM

Directive FUND

Article 23 3.2.2R

		<i>Disclosure requirement</i>	<i>Disclosure or location of relevant disclosure</i>
1(a)	1(f)	any applicable investment restrictions;	The investment restrictions applicable to the Company are set out in paragraph 4 of Part 6 (The Company) of this document under the heading "Investment restrictions".
1(a)	1(g)	the circumstances in which the Company may use leverage;	The circumstances in which the Company may use leverage, and the restrictions on the use of leverage, are described in paragraph 4 of Part 6 (The Company) of this document under the heading "Borrowing and gearing policy".
1(a)	1(h)	the types and sources of leverage permitted and the associated risks;	<p>The AIFM Regime and the EU AIFM Directive prescribe two methods of measuring and expressing leverage (as opposed to gearing) and require disclosure of the maximum amount of 'leverage' the Company might be subject to. The definition of leverage is wider than that of gearing and includes exposures that are not considered to be gearing.</p> <p>Certain risks associated with the Company's use of leverage are described in Part 2 (Risk Factors) of this document.</p>
1(a)	1(i)	the maximum level of leverage which the AIFM is entitled to employ on behalf of the Company;	Without prejudice to the foregoing (in compliance with the investment policy concerning gearing), the Company has set a maximum amount of leverage of 250 per cent. on a gross basis and 150 per cent. on a commitment basis.
1(a)	1(j)	any collateral and asset reuse arrangements;	Not applicable.
1(b)	2	a description of the procedures by which the Company may change its investment strategy or investment policy, or both	The Company will not make any material change to its published investment policy without the approval of Shareholders by way of an ordinary resolution at a general meeting. Any change to the investment policy which does not amount to a material change to the investment policy may be made by the Company without the approval of the Shareholders.
1(c)	3	a description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, the applicable law and the existence or absence of any legal instruments providing for the recognition and enforcement of judgments in the territory where the Company is established;	<p>The Company is a company limited by shares, incorporated in Guernsey. While investors acquire an interest in the Company on subscribing for or purchasing Shares, the Company is the sole legal and/or beneficial owner of its investments. Consequently, Shareholders have no direct legal or beneficial interest in those investments. The liability of Shareholders for the debts and other obligations of the Company is limited to the amount unpaid, if any, on the Shares held by them.</p> <p>Shareholders' rights in respect of their investment in the Company are governed by the Articles and the Companies Law. Under Guernsey law, the following types of claim may in certain circumstances be brought against a company by its shareholders: contractual claims under its articles of incorporation; claims in misrepresentation in respect of statements</p>

made in its prospectus and other marketing documents; unfair prejudice claims; and derivative actions. If a Shareholder considers that it may have a claim against the Company in connection with such investment in the Company, such Shareholder should consult its own legal advisers.

Jurisdiction and applicable law

As noted above, Shareholders' rights are governed principally by the Articles and the Companies Law. By subscribing for Shares, investors agree to be bound by the Articles, which are governed by, and construed in accordance with, the laws of Guernsey.

Recognition and enforcement of foreign judgments

Subject to the provisions and requirements of Guernsey's reciprocal enforcement legislation, the Royal Court in Guernsey (the "**Royal Court**") will recognise as a valid judgment and, without review of its substance, enforce any final and conclusive judgment obtained against the Company in the superior courts of a defined list of jurisdictions. The requirements of such reciprocal enforcement legislation include that the relevant judgment be given by a superior court of competent jurisdiction and that it be: (i) final and conclusive as between the parties thereto; and (ii) in respect of a sum of money not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty. The relevant legislation provides further that the registration of any such judgment may be set aside if, inter alia, the Royal Court is satisfied that: (i) the judgment is not a judgment to which reciprocal enforcement legislation applies or was registered in contravention of such reciprocal enforcement legislation; (ii) relevant superior courts have no jurisdiction in the circumstances of the case or the judgment debtor, being the defendant in the proceedings in the original court, did not receive notice of proceedings in the original court in sufficient time to enable him to defend the proceedings and did not appear; (iii) the judgment was obtained by fraud; (iv) enforcement would be contrary to public policy in Guernsey; or (v) the rights under the judgment are not vested in the person by whom the application for registration was made. The Royal Court would recognise as a valid judgment any final and conclusive judgment obtained in certain other jurisdictions against the Company and would give judgment based thereon without reconsideration of the merits, assuming proper service of process and assumption of jurisdiction in accordance with the laws of such jurisdictions if: (i) the judgment was for a fixed or ascertainable sum of money; (ii) the judgment was not obtained by fraud or in a manner opposed to the principles of natural justice; (iii) the judgment was not obtained in proceedings of a penal or taxation character; and (iv) recognition of the judgment is not contrary to public policy as applied by the Royal Court.

1(d)	4	the identity of the AIFM, the Company's depositary, the auditor and any other service providers and a description of their duties and the investors' rights;
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Investment Manager:

Pursuant to the Investment Management Agreement, the Company has appointed Ruffer AIFM Limited to act as the Company's AIFM. The Investment Manager will maintain responsibility for implementing appropriate portfolio and risk management standards and procedures for the Company and will also carry out the on-going oversight functions and ensure compliance with the applicable requirements of the AIFM Regime and EU AIFM Directive.

Further details of the Investment Management Agreement are set out in paragraph 6.1 of Part 12 (General Information) of this document.

Administrator and Company Secretary:

Pursuant to the Administration and Secretarial Agreement, the Company has appointed Praxis Fund Services Limited as the Company's administrator and company secretary. The Administrator and Company Secretary will provide the day-to-day administration of the Company and will also be responsible for the Company's general administrative functions, such as the calculation (in conjunction with the Investment Manager) and publication of the Net Asset Value, the maintenance of the Company's accounting and statutory records, and providing the company secretarial functions required by the Companies Law and the Rules.

Further details of the Administration and Secretarial Agreement are set out in paragraph 6.4 of Part 12 (General Information) of this document.

Registrar:

The Company will utilise the services of Computershare Investor Services (Guernsey) Limited as registrar in relation to the transfer and settlement of Shares.

Further details of the Registrar Agreement pursuant to which the Registrar has been appointed to act as the Company's registrar are set out in paragraph 6.6 of Part 12 (General Information) of this document.

Depositary and Custodian:

Pursuant to the Depositary Agreement, Northern Trust (Guernsey) Limited has been appointed to provide custody and "depo-lite" depositary services to the Company, which includes, inter alia, monitoring the Company's cash flows and the safekeeping of the assets of the Company.

Further details of the Depositary Agreement are set out in paragraph 6.5 of Part 12 (General information) of this document.

Auditor:

Deloitte LLP provides audit services to the Company. The Auditor's principal responsibilities are to audit and express an opinion on the financial statements of the Company in accordance with applicable law and auditing standards.

Investors' rights

The Company is reliant on the performance of third party service providers, including the Investment Manager, the Administrator, the Depositary, the Auditor and the Registrar.

Without prejudice to any potential right of action in tort that a Shareholder may have to bring a claim against a service provider, each Shareholder's contractual relationship in respect of its investment in Shares is with the Company only. Accordingly, no Shareholder will have any contractual claim against any service provider with respect to such service provider's default.

If a Shareholder considers that it may have a claim against a third party service provider in connection with such Shareholder's investment in the Company, such Shareholder should consult its own legal advisers.

The above is without prejudice to any right a Shareholder may have to bring a claim against an FCA authorised service provider under section 138D of FSMA (which provides that breach of an FCA rule by such service provider is actionable by a private person who suffers loss as a result), or any tortious cause of action. Shareholders who believe they may have a claim under section 138D of FSMA, or in tort, against any service provider in connection with their investment in the Company, should consult their legal adviser.

Shareholders who are "Eligible Complainants" for the purposes of the FCA "Dispute Resolutions Complaints" rules (natural persons, micro-enterprises and certain charities or trustees of a trust) are able to refer any complaints against FCA authorised service providers (having complained to the provider first) to the Financial Ombudsman Service ("**FOS**") (further details of which are available at www.fscs.org.uk). Additionally, Shareholders may be eligible for compensation under the Financial Services Compensation Scheme ("**FSCS**") if they have claims against an FCA authorised service provider which is in default. There are limits on the amount of compensation. Further information about the FSCS can be found at www.fscs.org.uk. To determine eligibility in relation to either the FOS or the FSCS, Shareholders should consult the respective websites above and speak to their legal adviser.

Regulatory Reference

EU AIFM

Directive FUND

Article 23 3.2.2R

		<i>Disclosure requirement</i>	<i>Disclosure or location of relevant disclosure</i>
1(e)	5	a description of how the Company complies with the requirements referred to in IPRU-INV 11.3.11G (Professional negligence) relating to professional liability risk;	In order to cover potential professional liability risks resulting from the Investment Manager's activities, the Investment Manager holds a professional indemnity insurance policy against liability arising from professional negligence which is appropriate to the risks.
1(f)	6	a description of:	
1(f)	6(a)	any management function delegated by the Investment Manager;	Not applicable.
1(f)	6(b)	any safe-keeping function delegated by the depositary;	The Depositary is permitted to delegate (and authorise its delegates to sub-delegate) the safekeeping of the assets of the Company.
1(f)	6(c)	the identity of each delegate appointed in accordance with FUND 3.10 (Delegation); and	<p>The following activities are delegated by the Investment Manager to its parent entity, Ruffer LLP, for the Company and other AIFs it manages:</p> <ul style="list-style-type: none"> ● dealing in investments, including currencies, and associated settlement activities for all the AIFs managed by the Investment Manager, including the Company. The Investment Manager retains its portfolio management function activities but the deals that the Investment Manager wants to carry out for the Company will be done by Ruffer LLP; and ● voting on securities held by all the AIFs managed by the Investment Manager, including the Company. This enables securities managed by different entities in the Ruffer group to be collated for the purposes of voting and major shareholding notifications.
1(f)	6(d)	any conflicts of interest that may arise from such delegations;	No conflicts. One of the reasons behind the aforementioned delegations is to mitigate conflicts that could arise if the activities were not delegated.
1(g)	7	(7) a description of the Company's valuation procedure and of the pricing methodology for valuing assets, including the methods used in valuing any hard-to-value assets, in line with FUND 3.9 (Valuation);	A description of the Company's valuation procedure is outlined in paragraph 9 of Part 6 (The Company) of this document. The Company will not actively invest in hard-to-value assets. In the event unquoted or illiquid stock is held, where a published price or valuation in relation to an underlying investment is not available, the Administrator will seek to obtain an appropriate value from either an independent third party or from the Investment Manager, who would provide a best estimate of the fair value.

1(h)	8	a description of the Company's liquidity risk management, including the redemption rights of investors in normal and exceptional circumstances, and the existing redemption arrangements with investors;	<p>The Company has a Redemption Facility (which takes the form of a tender offer to all holders of Shares). This facility may operate annually, in November each year, at the discretion of the Directors. Redemptions on any Redemption Date may be restricted to a maximum of 25 per cent. in aggregate of the Shares then in issue, with any tender requests from Shareholders in excess of this being scaled back pro rata.</p> <p>Liquidity risk is defined as the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities that are settled by delivering cash or another financial asset. Exposure to liquidity risk arises because of the possibility that the Company could be required to pay its liabilities earlier than expected. In managing the Company's assets, therefore, the Investment Manager will seek to ensure that the Company holds at all times a portfolio of assets that is sufficiently liquid to enable it to discharge its liabilities.</p> <p>The Company is a closed-ended investment company with a fixed pool of capital and may from time to time at the absolute discretion of the Board undertake share buy backs. However, it is generally expected that investors seeking an exit from their investment will do so by disposing of their Shares in the secondary market, subject to the prevailing liquidity conditions.</p>
1(i)	9	a description of all fees, charges and expenses, and the maximum amounts directly or indirectly borne by investors;	<p>The costs and expenses of, and incidental to, the publication of this document, the Issue and Admission are expected to be approximately 0.83 per cent. of the Gross Proceeds (assuming Gross Proceeds of £166.6 million).</p> <p>The Company incurs annual fees, charges and expenses in connection with the day to day running of the Company. The ongoing charges ratio as at 30 June 2021 was 1.08 per cent., calculated in accordance with AIC guidance, which is expected to reduce as fixed costs are spread over a larger capital base following the issue of new Shares.</p> <p>The Investment Manager has prepared a key information document ("KID") in respect of the Shares as required under the PRIIPs Regulation. That regulation requires costs to be calculated and presented in accordance with detailed and prescriptive rules. The KID is available on the Company's website: ruffer.co.uk/ric</p> <p>The on-going annual expenses of the Company for the period ending 30 June 2022 relative to the Net Asset Value is expected to be approximately 1.07 per cent.</p> <p>Given that many of the fees are irregular in their nature, the maximum amount of fees, charges and expenses that Shareholders will bear in relation to their investment cannot be disclosed in advance.</p>

Regulatory Reference

EU AIFM

Directive FUND

Article 23 3.2.2R

		Disclosure requirement	Disclosure or location of relevant disclosure
1(j)	10	a description of how the AIFM ensures a fair treatment of investors;	<p>The Directors of the Company have certain statutory duties with which they must comply. These include a duty upon each Director to act in the way he/she considers, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. The Company must comply with the FCA's Premium Listing Principles which require the Company to treat all Shareholders of a given class equally.</p> <p>The Investment Manager maintains a conflicts of interest policy to avoid and manage any conflicts of interest that may arise between it and the Company.</p> <p>No investor has a right to obtain preferential treatment in relation to their investment in the Company and the Company does not give preferential treatment to any investors.</p> <p>The Shares of each class rank <i>pari passu</i> with all Shares of the same class.</p>
1(j)	11(a) to 11(c)	whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of: that preferential treatment; the type of investors who obtain such preferential treatment; and where relevant, their legal or economic links with the AIF or the AIFM;	Not applicable.
1(l)	12	the procedure and conditions for the issue and sale of units or shares;	<p>The terms and conditions under which investors can subscribe for Shares under the Open Offer are set out in Part 13 of this document.</p> <p>The terms and conditions under which investors can subscribe for Shares under the Offer for Subscription are set out in Part 14 of this document.</p> <p>New Shares may be issued at the Board's discretion and providing relevant Shareholder issuance authorities are in place.</p> <p>The Company has a Redemption Facility (which takes the form of a tender offer to all holders of Shares). This facility may operate annually, in November each year, at the discretion of the Directors. Redemptions on any Redemption Date may be restricted to a maximum of 25 per cent. in aggregate of the Shares then in issue, with any tender requests from Shareholders in excess of this being scaled back pro rata.</p> <p>While the Company will typically have Shareholder authority to buy back Shares, any such buy back is at the absolute discretion of the Board and no</p>

Regulatory Reference

EU AIFM

Directive FUND

Article 23 3.2.2R

Disclosure requirement

Disclosure or location of relevant disclosure

			expectation or reliance should be placed on the Board exercising such discretion. It is generally expected that investors seeking an exit from their investment will do so by disposing of their Shares in the secondary market, subject to the prevailing liquidity conditions.
1(m)	13	the latest net asset value of the Company or the latest market price of the unit or share of the Company, in line with FUND 3.9 (Valuation);	The latest published unaudited NAV of the Company, being as at 9 November 2021, is £2.9037 and can be found in the 'Announcements' section of the Company's website: ruffer.co.uk/ric
1(k)	14	the latest annual report, in line with FUND 3.3 (Annual report of an AIF);	The Company's latest annual report can be found under the heading 'Documents and Announcements' on the Company's website: ruffer.co.uk/ric
1(n)	15	where available, the historical performance of the Company;	The Company's historic annual and interim financial statements can be found on the Company's website: ruffer.co.uk/ric
1(o)	16(a)	the identity of the prime brokerage firm;	Not applicable.
1(o)	16(b)	a description of any material arrangements of the Company with its prime brokerage firm and the way any conflicts of interest are managed;	Not applicable.
1(o)	16(c)	the provision in the contract with the depositary on the possibility of transfer and reuse of Company assets; and	The Depositary Agreement provides at clause 5.18 that neither the Depositary or any sub-custodian appointed thereunder shall reuse the assets (provided that cash is excluded) of the Company.
1(o)	16(d)	information about any transfer of liability to the prime brokerage firm that may exist; and	Not applicable.
1(p)	17	a description of how and when the information required under FUND 3.2.5 R and FUND 3.2.6 R will be disclosed.	The Investment Manager as AIFM is required under the AIFM Regime to make certain periodic disclosures to Shareholders of the Company.

Under the AIFM Regime, the Investment Manager must periodically disclose to Shareholders:

- the percentage of the Company's assets which are subject to special arrangements arising from their illiquid nature;
- any new arrangements for managing the liquidity of the Company; and
- the current risk profile of the Company and the risk management systems employed by the Investment Manager to manage those risks.

This information shall be disclosed as part of the Company's annual and half year reporting to Shareholders.

Under the AIFM Regime, the Investment Manager must disclose to Shareholders on a regular basis:

- any changes to: (i) the maximum level of leverage that the Investment Manager may employ on behalf of the Company; and (ii) any right or re-use of collateral (including any security, guarantee or indemnity) or any guarantee granted under the leveraging arrangement; and
- the total amount of leverage employed by the Company.

Information on changes to the maximum level of leverage and any right of re-use of collateral or any guarantee under the leveraging arrangements shall be provided without undue delay.

Information on the total amount of leverage employed by the Company shall be disclosed as part of the Company's periodic reporting to Shareholders.

Without limitation to the generality of the foregoing, any information required to be disclosed may be disclosed to Shareholders: (i) in the Company's annual report or half-yearly report; (ii) by the Company issuing an announcement via a RIS; (iii) in a subsequent prospectus; and/or (iv) by the Company publishing the relevant information on ruffer.co.uk/ric.

Part 16

Definitions

The following definitions apply throughout this document unless the context otherwise requires.

2020 AGM	the annual general meeting of the Company held on 4 December 2020
2021 AGM	the annual general meeting of the Company to be held on 3 December 2021
2021 EGMs	the First 2021 EGM and the Second 2021 EGM
Administration and Secretarial Agreement	the administration and secretarial agreement dated 1 April 2019 between the Company, the Administrator and the Investment Manager, a summary of which is set out in paragraph 6.4 of Part 12 (<i>General Information</i>) of this document
Administrator or Company Secretary	Praxis Fund Services Limited
Admission	admission of the Shares to be issued pursuant to the Issue to the premium segment of the Official List and to trading on the Main Market
Affiliate	an affiliate of, or person affiliated with, a specified person, including a person that directly, or indirectly through one or more intermediate holding companies, controls or is controlled by, or is under common control with, the person specified, and includes in the case of Investec any affiliate as such term is defined in Rule 405 under the US Securities Act
AIC	the Association of Investment Companies
AIC Code	the AIC Code of Corporate Governance published by the AIC from time to time
AIF	an alternative investment fund within the meaning of the EU AIFM Directive and the AIFM Regime (as appropriate)
AIFM	an alternative investment fund manager within the meaning of the EU AIFM Directive and the AIFM Regime (as appropriate)
AIFM Regime	together, The Alternative Investment Fund Managers Regulations 2013 (as amended by The Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019) and the Investment Funds Sourcebook forming part of the FCA Handbook
Articles	the articles of incorporation of the Company
Auditor	Deloitte LLP
Basic Entitlements	the entitlements of Qualifying Shareholders to apply for Shares pursuant to the Open Offer as set out in Part 13 of this document
Benefit Plan Investor	(i) an employee benefit plan that is subject to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA (including, as applicable, assets of an insurance company general account) or a plan that is subject to the prohibited transaction

	provisions of section 4975 of the US Tax Code (including an individual retirement account), (ii) an entity whose underlying assets include “plan assets” by reason of a Plan’s investment in the entity, or (iii) any “benefit plan investor” as otherwise defined in section 3(42) of ERISA or regulations promulgated by the US Department of Labor
Board	the board of Directors of the Company or any duly constituted committee thereof
Broker Agreement	the engagement letter dated 21 December 2017 between the Company and Canaccord and a novation agreement relating thereto dated 18 June 2019 and with effect from 22 June 2019 between the Company, Canaccord and Investec, pursuant to which Investec has agreed to act as broker and financial adviser to the Company, a summary of which is set out in paragraph 6.3 of Part 12 (<i>General Information</i>) of this document
Business Day	any day which is not a Saturday or Sunday or a bank holiday in the City of London
C Share	voting convertible shares of 0.1p each in the capital of the Company, as described in paragraph 5.3(b) of Part 12 (<i>General Information</i>) of this document
Calculation Time	has the meaning given in paragraph 5.3(b)5.3(b)(i) of Part 12 (<i>General Information</i>) of this document
Canaccord	Canaccord Genuity Limited
certificated or in certificated form	not in uncertificated form
Closing Price	the closing middle market quotations of a share derived from the Daily Official List
Companies Law	the Companies (Guernsey) Law, 2008 and any statutory modification or re-enactment thereof for the time being in force
Company	Ruffer Investment Company Limited
Conversation Date	has the meaning given in paragraph 5.3(b)(i) of Part 12 (<i>General Information</i>) of this document
Conversion Ratio	has the meaning given in paragraph 5.3(b)(i) of Part 12 (<i>General Information</i>) of this document
CREST	the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form
CREST Guernsey Requirements	Rule 8 and such other rules and requirements of CREST as may be applicable to issuers from time to time specified in the CREST Manual
CREST Regulation	the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended
CTA 2009	Corporation Tax Act 2009 and any statutory modification or re-enactment thereof for the time being in force
CTA 2010	Corporation Tax Act 2010 and any statutory modification or re-enactment thereof for the time being in force

Custodian	Northern Trust (Guernsey) Limited
Daily Official List	the daily official list of the London Stock Exchange
Deferred Shares	the redeemable deferred shares of 0.01p each in the capital of the Company, as described in paragraph 5.3(b) of Part 12 (<i>General Information</i>) of this document
Depository	Northern Trust (Guernsey) Limited
Depository Agreement	the depository agreement dated 10 July 2014 between the Company, the Investment Manager and the Depository, as amended pursuant to the variation letter dated 17 November 2014 between the same parties, a summary of which is set out in paragraph 6.5 of Part 12 (<i>General Information</i>) of this document
Directors	the directors from time to time of the Company and “ Director ” is to be construed accordingly
Disclosure Guidance and Transparency Rules or DTRs	the disclosure guidance published by the Financial Conduct Authority and the transparency rules made by the Financial Conduct Authority under section 73A of FSMA, as amended from time to time
DP Legislation	the laws which govern the handling of personal data, including but not limited to, the Data Protection (Bailiwick of Guernsey) Law, 2017 and any other legislation in Guernsey concerning data protection, the General Data Protection Regulation (EU) 2016/679 and any other applicable laws implementing that regulation or related to data protection
DvP	delivery versus payment
EEA	European Economic Area
Enlarged Share Capital	the issued share capital of the Company, being 280,954,270 Shares, as enlarged by the Issue immediately following Admission (assuming 56,190,854 Shares are issued pursuant to the Issue)
ERISA	US Employee Retirement Income Security Act of 1974, as amended
ESG	environmental and social governance
EU AIFM Directive	Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers, as amended from time to time
EU Prospectus Regulation	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC
Euroclear	Euroclear UK & Ireland Limited, being the operator of CREST
European Union or EU	the European Union first established by the treaty made at Maastricht on 7 February 1992
Euros or EUR or €	the lawful currency of participating member states of the European Union

Excess Application Facility	the arrangement pursuant to which Qualifying Shareholders may apply for additional Share in excess of their Basic Entitlement in accordance with the terms and conditions of the Open Offer
Excess CREST Open Offer Entitlement	in respect of each Qualifying CREST Shareholder, the entitlement (in addition to his Basic Entitlement) pursuant to the Open Offer to apply for Shares pursuant to the Excess Application Facility, which is conditional on him taking up his Basic Entitlement in full
Excluded Shareholders	subject to certain exceptions, Shareholders who have a registered address in, who are incorporated in, registered in or otherwise resident or located in any Excluded Territory
Excluded Territory	Australia, Canada, Japan and the Republic of South Africa, the US, any member state of the EEA and any jurisdiction where the extension or availability of the Issue would breach any applicable laws or regulations
Existing Shares	Shares existing at the Record Date
Expenses	the commissions, costs and expenses of the Company that are necessary for the Issue and Admission
FATCA	the US Foreign Account Tax Compliance Act of 2010, as amended from time to time
FCA	the Financial Conduct Authority or any successor authority
FCA Handbook	the FCA handbook of rules and guidance as amended from time to time
First 2021 EGM	the extraordinary general meeting of the Company held on 7 May 2021
FSMA	the Financial Services and Markets Act 2000 and any statutory modification or re-enactment thereof for the time being in force
General Meeting	the general meeting of the Company to be held at 12.15 p.m. on 3 December 2021 (or as soon as practicable thereafter as the 2021 AGM shall have been concluded or adjourned)
GFSC	the Guernsey Financial Services Commission
Gross Proceeds	the gross proceeds of the Issue
Historical Financial Information	has the meaning given to it at Part 17 (<i>Documents Incorporated by Reference</i>) of this document
HMRC	Her Majesty's Revenue and Customs
IFRS	International Financial Reporting Standards as adopted by the European Union
Intermediaries	the entities listed in paragraph 14 of Part 12 (<i>General Information</i>) of this document, together with any other intermediary (if any) that is appointed by the Company in connection with the Intermediaries Offer after the date of this document and " Intermediary " shall mean any one of them

Intermediaries Booklet	the booklet(s) entitled “Ruffer Investment Company Limited Intermediaries Offer: Information for Intermediaries” and containing, among other things, the Intermediaries Terms and Conditions
Intermediaries Offer	the offer of Shares by the Intermediaries to retail investors
Intermediaries Terms and Conditions	the terms and conditions agreed between the Company and the Intermediaries in relation to the Intermediaries Offer and contained in the Intermediaries Booklet
Investment Management Agreement	the investment management agreement dated 10 July 2014 between the Company and the Investment Manager
Investment Manager	Ruffer AIFM Limited
IPO	the admission of the Company’s entire issued share capital to the premium segment of the Official List and to trading on the Main Market, which took place on 8 July 2004
ISA	an individual savings account maintained in accordance with the UK Individual Savings Account Regulations 1998 (as amended from time to time)
ISIN	International Securities Identification Number
Issue	the issue of Shares pursuant to the Open Offer, Offer for Subscription and Intermediaries Offer
Issue Price	296.5 pence, being the price at which Shares will be issued pursuant to the Issue
Key Information Document or KID	the key information document(s) relating to the Shares and/or any other class of shares issued by the Company from time to time (as the context requires), produced pursuant to the PRIIPs Regulation, as amended and updated from time to time
LEI	Legal Entity Identifier
Listing Rules	the listing rules made by the FCA under section 73A of FSMA, as amended from time to time
London Stock Exchange or LSE	London Stock Exchange plc
Main Market	the London Stock Exchange’s main market for listed securities
MAR	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, as amended from time to time which is part of UK law by virtue of the European Union (Withdrawal) Act 2018
Memorandum	the memorandum of incorporation of the Company
MiFID II	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“MiFID”) and Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (“ MiFIR ”, and together with MiFID, “ MiFID II ”), as amended from time to time

Money Laundering Regulations	the Criminal Justice (Proceeds of Crime) Bailiwick of Guernsey) Law, 1999 (as amended), ordinances, rules and regulations made thereunder, and the GFSC's Handbook for Financial Services Business on Countering Financial Crime and Terrorist Financing (as amended, supplemented and/or replaced from time to time), together with any applicable legislation in the UK, including but not limited to the Proceeds of Crime Act 2002 (as amended) and the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended from time to time together with any subordinate legislation, regulations or guidance notes pursuant thereto and any other applicable anti-money laundering guidance, regulations or legislation in Guernsey and/or the UK
Net Asset Value or NAV	the value, as at any date, of the assets of the Company after deduction of all liabilities determined in accordance with the accounting policies adopted by the Company from time-to-time
Net Asset Value per Share	at any time the Net Asset Value divided by the number of Shares in issue (other than Shares held in treasury) at the date of calculation
Net Proceeds	the proceeds of the Issue after deduction of the Expenses
Nominal Shares	non-participating shares of 0.01p each in the capital of the Company, as described in paragraph 5.3(c) of Part 12 (<i>General Information</i>) of this document
Offer for Subscription	the offer for subscription of Shares at the Issue Price on the terms set out in this document
Offer for Subscription Application Form	the application form appended to this document at the Appendix to this document for use in connection with the Offer for Subscription
Official List	the official list maintained by the FCA pursuant to Part VI of FSMA
Open Offer	the conditional offer to Qualifying Shareholders pursuant to the Issue which is expected to close on 1 December 2021, constituting an invitation to apply for Shares, on the terms and subject to the conditions set out in this document and, in the case of Qualifying Non-CREST Shareholders only, the Open Offer Application Form
Open Offer Application Form	the personalised application form on which Qualifying Non-CREST Shareholders may apply for Shares under the Open Offer and the Excess Application Facility
Overseas Persons	a potential investor who is not resident in, or who is not a citizen of, the UK, Guernsey, Jersey or the Isle of Man
Plan Asset Regulations	the US Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA
POI Law	the Protection of Investors (Bailiwick of Guernsey) Law, 2020
PRIIPs Regulation	the UK version of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products and its implementing and delegated acts which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended by The Packaged Retail and Insurance-based Investment Products (Amendment) (EU Exit) Regulations 2019

Prospectus Regulation	the UK version of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended by The Prospectus (Amendment, etc.) (EU Exit) Regulations 2019
Prospectus Regulation Rules	the prospectus regulation rules made by the FCA under section 73A of FSMA, as amended from time to time
QIB	qualified institutional buyer as defined in Rule 144A
Qualifying CREST Shareholder	an existing Qualifying Shareholder holding Shares in uncertificated form
Qualifying Non-CREST Shareholder	an existing Qualifying Shareholder holding Shares in certificated form
Qualifying Shareholder	holder of Existing Shares on the register of members of the Company at the Record Date other than Excluded Shareholders
Receiving Agent or Computershare	Computershare Investor Services PLC
Receiving Agent Agreement	the receiving agent agreement dated 15 November 2021 between the Company and the Receiving Agent, a summary of which is set out in paragraph 6.7 of Part 12 (<i>General Information</i>) of this document
Record Date	close of business on 10 November 2021
Redemption Date	if the Directors at their sole discretion decide to operate the Redemption Facility, such date as may be nominated by the Board being such date as may be nominated by the Board in November of any year
Redemption Facility	the facility allowing Shareholders to redeem their Shares which will be operated by the Directors at their sole discretion as further described under the heading “Redemption Facility” in paragraph 12.2 of Part 6 (<i>The Company</i>) of this document
Register	the register of Shareholders of the Company
Registrar	Computershare Investor Services (Guernsey) Limited
Registrar Agreement	the registrar agreement dated 26 August 2014 between the Company and the Registrar as amended pursuant to variation letters dated 27 January 2015, 16 March 2018 and 30 July 2018, a summary of which is set out in paragraph 6.6 of Part 12 (<i>General Information</i>) of this document
Regulation S	Regulation S promulgated under the US Securities Act, as amended from time to time
Regulatory Information Service or RIS	a service authorised by the FCA to release regulatory announcements to the London Stock Exchange
Relevant State	each member state of the EEA
Resolution	the resolution to be proposed at the General Meeting

RPI	the Retail Price Index published by the UK Office for National Statistics
Ruffer	Ruffer LLP and its subsidiaries and subsidiary undertakings, including the Investment Manager
Rule 144A	Rule 144A under the US Securities Act
Rules	the Authorised Closed Ended Investment Schemes Rules and Guidance, 2021
Second 2021 EGM	the extraordinary general meeting of the Company held on 27 September 2021
SEDOL	the Stock Exchange Daily Official List
Shares	Unclassified Shares of 0.01p each in the capital of the Company issued and designated as redeemable participating preference shares, as described in paragraph 5.3(a) of Part 12 (<i>General Information</i>) of this document, and “ Share ” shall be construed accordingly, which includes the Tap Shares
Shareholder	a holder of Shares
Similar Law	any US federal, state, local or foreign law that is similar to section 406 of ERISA or section 4975 of the US Tax Code
SIPP	a self-invested personal pension as defined in Regulation 3 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Permitted Investments) Regulations 2001 of the UK
Sponsor Agreement	the sponsor agreement between the Company, the Investment Manager and Investec dated 15 November 2021, a summary of which is set out in paragraph 6.2 of Part 12 (<i>General Information</i>) of this document
SSAS	a small self-administered scheme as defined in Regulation 2 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Small Self-Administered Schemes) Regulations 1991 of the UK
Sterling or GBP or £ or p or pence	the lawful currency of the United Kingdom
Takeover Code	the UK City Code on Takeovers and Mergers, as amended from time to time
Tap Issue	issue of Tap Shares by the Company utilising the exemption from the requirement to publish a prospectus contained in the Prospectus Regulation
Tap Shares	the 43,975,000 Shares issued by way of Tap Issue between 4 February 2021 and 12 November 2021 (inclusive)
Target Market Assessment	has the meaning defined on page 24 of this document
Terms and Conditions of Application under the Offer for Subscription	the terms and conditions to which subscriptions under the Offer for Subscription are subject as set out in Part 14 (<i>Terms and Conditions of Application under the Offer for Subscription</i>) of this document
Terms of Conditions of the Open Offer	the terms and conditions to which subscriptions under the Open Offer are subject as set out in Part 13 (<i>Terms and Conditions of the Open Offer</i>) of this document

Unclassified Shares	unclassified shares of 0.01p each in the authorised capital of the Company available for issue and designated as a Nominal Share or a Share, as described in paragraph 5.3(e) of Part 12 (<i>General Information</i>) of this document
United Kingdom or UK	the United Kingdom of Great Britain and Northern Ireland
United States of America or United States or US	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
USD or US\$	US dollars, being the lawful currency of the United States of America
USE	Unmatched Stock Event
US Investment Company Act	US Investment Company Act of 1940, as amended
US Person	any person who is a US person within the meaning of Regulation S adopted under the US Securities Act
US Securities Act	US Securities Act of 1933, as amended
US Tax Code	the US Internal Revenue Code of 1986, as amended from time to time
uncertificated or in uncertificated form	a share recorded on the Register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
Valuation Point	the time at which the Net Asset Value of the Company is calculated under the Administration and Secretarial Agreement, generally being the close of business on the last Business Day of each week and of each month or such other time as the Directors may from time to time determine
VAT	value added tax

Part 17

Documents incorporated by reference

The Company's annual report and accounts for the financial years ended 30 June 2019, 30 June 2020 and 30 June 2021 (together the "**Historical Financial Information**") contain information which is relevant to Admission and the Issue. These documents are available on the Company's website at ruffer.co.uk/ric.

The table below sets out the information from the Historical Financial Information which is incorporated by reference into, and forms part of, this document and which is available for inspection as set out in paragraph 15 of Part 12 (*General Information*) of this document.

Any non-incorporated parts of the Historical Financial Information are either not relevant for the purposes of Admission and/or the Issue or the relevant information is included elsewhere in this document. Any documents themselves incorporated by reference or referred or cross-referred to in the Historical Financial Information shall not form part of this document.

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Annual report for the year ended 30 June 2020 ruffer.co.uk/ric	Chairman's review	5 – 10
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Appendix

Offer for Subscription Application Form

For official use only

Application form for the Offer for Subscription

RUFFER INVESTMENT COMPANY LIMITED

Important: before completing this form, you should read the accompanying notes.

Return the form to: Computershare Investor Services PLC
Corporate Actions Projects
Bristol
BS99 6AH

1 APPLICATION

I/We the person(s) detailed in section 2 below offer to subscribe for the amount shown in the boxes in this section 1 below subject to the Terms and Conditions of Application under the Offer for Subscription set out in Part 14 of the prospectus dated 15 November 2021 and subject to the articles of incorporation of the Company.

In the boxes in this section 1 write in figures the amount of Shares that you wish to apply for and the aggregate value, at the Issue Price (being 296.5 pence per Share), of the Shares that you wish to apply for – a minimum of 500 Shares and thereafter in multiples of 50 Shares.

No. of Shares	Value (£)

Payment Method (tick appropriate box)

Cheque/Banker's draft

Bank transfer

CREST settlement (DvP)

☐☐☐

2 DETAILS OF HOLDER(S) IN WHOSE NAME(S) SHARES WILL BE ISSUED (BLOCK CAPITALS)

First named holder

Mr, Mrs, Miss or Title

Forenames (in full)

Surname/Company Name

Address (in full)

Designation (if any)

Date of Birth

Second named holder (if relevant)

Mr, Mrs, Miss or Title

Forenames (in full)

Surname/Company Name

Address (in full)

Designation (if any)

Date of Birth

Third named holder (if relevant)

Mr, Mrs, Miss or Title

Forenames (in full)

Surname/Company Name

Address (in full)

Designation (if any)

Date of Birth

Fourth named holder (if relevant)

Mr, Mrs, Miss or Title

Forenames (in full)

Surname/Company Name

Address (in full)

Designation (if any)

Date of Birth

3 CREST DETAILS

(Only complete this section if Shares issued are to be deposited in a CREST account, which must be in the same name as the holder(s) given in section 2).

CREST Participant ID

--	--	--	--	--

CREST Member Account ID

--	--	--	--	--	--	--	--

4 SIGNATURE(S) - ALL HOLDERS MUST SIGN

I/we confirm that by signing below, I/we agree to the Terms and Conditions of Application under the Offer for Subscription in Part 14 of the prospectus dated 15 November 2021 and give the representations, warranties and undertakings set out therein, including that I/we are not in the United States.

Execution by individuals:

First Applicant Signature:		Date	
Second Applicant Signature:		Date	
Third Applicant Signature:		Date	
Fourth Applicant Signature:		Date	

Execution by a company:

Executed by (Name of Company):					
Name of Director:		Signature		Date	
Name of Director/ Secretary/Witness		Signature		Date	
If you are affixing a company seal, mark a cross here:	<input type="checkbox"/>	Affix company seal here:			

5 SETTLEMENT DETAILS**5.1 Cheque/Banker's Draft**

If you are subscribing for Shares and paying by cheque or banker's draft, attach to this form your cheque or banker's draft for the exact amount shown in the box in section 1. Cheques or bankers' drafts must be made payable to "**CIS PLC RE: RUFFER IC OFS**". Cheques and bankers' drafts must be drawn on an account at a branch of a bank or building society in the United Kingdom, Guernsey, Jersey or the Isle of Man and must bear the appropriate sort code in the top right hand corner. You should tick the relevant payment method box in section 1.

5.2 Bank transfer

For applicants sending subscription monies by electronic bank transfer (CHAPs), payment must be made for value by 11.00 a.m. on 1 December 2021. Applicants wishing to make a CHAPs payment should contact Computershare by email at ruffer@computershare.co.uk quoting "**RUFFER OFS**" in the subject line for full bank details or telephone the shareholder helpline on 0370 707 4040 (overseas callers should use +44 370 707 4040) for further information. Applicants will be provided with a unique reference number which must be used when making the payment.

Electronic payments must come from a UK bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted below and payments must relate solely to your Application. You should tick the relevant payment method box in section 1. It is recommended that such transfers are actioned within 24 hours of posting your application.

Sort Code:	Account Name:
Account number:	Contact name at branch and telephone number:

Evidence of the source of funds may also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. A photocopy of the

transaction can be enclosed with your application or a pdf copy can also be scanned and emailed to ruffer@computershare.co.uk. Photographs of the electronic transfer are not acceptable.

Any delay in providing monies may affect acceptance of the application. If the Receiving Agent is unable to match your application with a bank payment, there is a risk that your application could be delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent.

Please Note: you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment).

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference or where a payment has been received but without an accompanying application form.

5.3 CREST Settlement

If you so choose to settle your application within CREST, that is by DvP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of Shares to be made against payment of the Issue Price per Share using the CREST matching criteria set out below:

Trade Date:	2 December 2021
Settlement Date:	6 December 2021
Company:	Ruffer Investment Company Limited
Security description:	Redeemable participating preference share of 0.01p each
SEDOL:	B018CS4
ISIN:	GB00B018CS46
CREST message type:	DEL

Should you wish to settle by DvP, you will need to input your CREST DEL instructions to Computershare's Participant Account 8RA06 by no later than 11.00 a.m. on 3 December 2021.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

Applicants wishing to settle by DvP will still need to complete and submit a valid Offer for Subscription Application Form by 11.00 a.m. on 1 December 2021. You should tick the relevant payment method box in section 1.

Note: Computershare will not take any action until a valid DEL message has been alleged to the Participant Account by the applicant. No acknowledgement of receipt or input will be provided.

In the event of late/non settlement the Company reserves the right to deliver Shares outside of CREST (i.e. in certificated form) provided that payment has been made in terms satisfactory to the Company and all other conditions of the Offer for Subscription have been satisfied.

6 ANTI-MONEY LAUNDERING

Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are undertaken to make sure investors are genuinely who they say they are, that any application monies have not been acquired illegally and that Computershare itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money.

Whilst Computershare may carry out checks on any application, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold, which is €15,000 (or the Sterling equivalent).

Computershare will make enquiries to credit reference agencies to meet its anti-money laundering obligations and the applicant may be required to provide an original or certified copy of their passport, driving licence and recent bank statements to support such enquiries. Anti-money laundering checks do not mean the investor is suspected of anything illegal and there is nothing to worry about.

The checks made at credit reference agencies leave an 'enquiry footprint' – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit. Anti-money laundering checks appear as an enquiry/soft search on the applicant's credit report. The report may contain a note saying "Identity Check to comply with Anti Money Laundering Regulations".

Computershare reserves the right to request any further additional information it deems necessary to confirm the identity, address, source of funds and wealth of all parties, and further it reserves the right to decline an application for any individual or business where it considers that the information available is unsuitable or unreliable.

If at any time the Company has reasonable grounds for suspecting that the funds contributed to the Company may represent the proceeds of crime, it reserves the right to refuse to issue Shares or pay income or dividends on Shares to the applicant or investor until sufficient information has been supplied to satisfy the Receiving Agent's anti-money laundering requirements. To the extent that the applicant or, where relevant, the beneficial owner has been identified as a politically exposed person or an associate of a politically exposed person, the Receiving Agent may request additional information. These requirements apply both at the time of investment and on an ongoing basis.

7 CONTACT DETAILS

To ensure the efficient and timely processing of this application please enter below the contact details of a person the Company (or any of its agents) may contact with all enquiries concerning this application. If no details are provided this may delay obtaining the additional information required and may result in your application being rejected or revoked.

Email address:	
Telephone number:	

8 QUERIES

If you have any queries on how to complete this form or if you wish to confirm your final allotment of Shares, please call the Computershare helpline on 0370 707 4040 (overseas callers should use +44 370 707 4040). The helpline is open between 8.30 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Calls may be recorded and randomly monitored for security and training purposes. Please note that Computershare cannot provide any financial, legal or tax advice.

