

## **Additional Important Information for: GERMAN INVESTORS (SICAV FUNDS)**

### **Information for German applicants: right of withdrawal pursuant to Section 126 of the German Investment Act**

In case an investor's purchase of shares in the Sub-Fund is brought about as a result of oral negotiations outside the permanent office of the seller of the Sub-Fund's shares or the person acting as an agent for the distribution of shares in the Sub-Fund without a prior request of the purchaser to such seller or sales agent, the purchaser is entitled to withdraw in written form, within two weeks of the date of purchase (the "Withdrawal Period"), the application to purchase shares pursuant to Sec. 126 German Investment Act (right of withdrawal). This right also applies if the seller of the Sub-Fund's shares or the person acting as an agent for the distribution of shares in the Sub-Fund does not have a permanent office. In the case of distance selling pursuant to Sec. 312b of the German Civil Code, the right of withdrawal does not apply if there has been a purchase of financial services which are subject to fluctuations on the financial market (Sec. 312d para. 4 no. 6 German Civil Code).

The purchaser's withdrawal is effective if the purchaser sends the withdrawal application within the Withdrawal Period. The withdrawal has to be declared to the Fund (Ashmore SICAV, c/o Northern Trust Luxembourg Management Company (the "Management Company"), 2 rue Albert Borschette, L-1246 Luxembourg) in written form, and include the name and signature of the withdrawing investor. An explanatory statement is not necessary.

The Withdrawal Period commences at the time a copy of the application form is provided to the purchaser or a purchase note is sent back to the purchaser (provided that such documents include an instruction regarding the right of withdrawal like the instruction contained in this Application Form). If the beginning of the Withdrawal Period is in dispute, the seller has the burden of proof to establish that the date the purchaser claims as the start of the Withdrawal Period is incorrect. Based on a previous ordering according to Sec. 55 para. 1 Trade, Commerce and Industry Regulation Act, the right of withdrawal does not apply if the seller can verify that the investor either purchased the Sub-Fund's shares as business assets or contacted the seller to negotiate the purchase of the shares and which resulted in the selling of the Sub-Fund's shares to the purchaser.

In case the purchaser has made payments in respect of the shares prior to the withdrawal the Sub-Fund is obliged to refund the value of the paid shares applying the value of the shares in the Sub-Fund at the day after the receipt of the declaration of withdrawal together with the purchaser's costs of purchase in return for the restitution of the shares so acquired.

The right of withdrawal cannot be waived.