

**MERCER UCITS COMMON CONTRACTUAL FUND
(THE “FUND”)**

**FIRST ADDENDUM DATED 15 NOVEMBER 2024
TO PROSPECTUS DATED 13 MAY 2024**

This First Addendum forms part of, and is to be read in conjunction with, the prospectus dated 13 May 2024 in relation to the Fund (the “Prospectus”) together with each of the latest supplements in respect of the Sub-Funds of the Fund and all capitalised terms used herein shall have the meanings set out in the Prospectus. Distribution of this Addendum is not authorised unless accompanied by a copy of the Prospectus.

The Prospectus is amended as follows:

1. The section of the Prospectus entitled “**Directory**” shall be amended to:
 - a. update the address of the Manager from 70 Sir John Rogerson’s Quay, Dublin 2, Ireland to 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland;
 - b. remove Hooman Kaveh and include Jimmy Furlong and Michael Aherne in the list of Directors of the Manager; and
 - c. replace Matsack Trust Limited, 70 Sir John Rogerson’s Quay, Dublin 2, Ireland as the Secretary and Registered Office of the Manager with Wilton Secretarial Limited, 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland.
2. The sub-section of the Prospectus entitled “**Sub-Funds**” within the section entitled “**The Fund**” shall be amended to replace the current list of Sub-Funds with the list below:

Sub-Funds
1. Mercer Passive Low Volatility Equity UCITS CCF
2. Mercer Passive Fundamental Indexation Global Equity UCITS CCF
3. Mercer Passive Climate Transition Listed Infrastructure UCITS CCF
4. Mercer Passive Global REITS UCITS CCF
5. Mercer Passive Global Small Cap Equity UCITS CCF*
6. NFU Mutual Global Strategic Fund
7. NFU Mutual Global Regional Core Fund
8. NFU Mutual Global Alpha Fund
9. Mercer Passive Sustainable Global Equity UCITS CCF
10. Acadian Sustainable Multi-Factor Equity
11. Mercer Sustainable Listed Infrastructure UCITS CCF*
12. Acadian US Small Cap Equity
13. Acadian Global Small Cap Equity
14. Acadian Global Islamic Equity
15. Acadian Global Enhanced Equity
16. Acadian US Enhanced Equity
17. Acadian Climate Transition Global Enhanced Equity

3. The sub-section of the Prospectus entitled "**Investment Risks**" within the section entitled "**Special Considerations and Risk Factors**" shall be amended to include the following new paragraph below the Equity risk factor:

"Equity-Linked Notes

An equity-linked note is a note, typically issued by a company or financial institution, whose performance is tied to a single stock, a basket of stocks, or a stock index. Generally, upon the maturity of the note, the holder receives a return of principal based on the capital appreciation of the linked securities. The terms of an equity-linked note may also provide for the periodic interest payments to holders at either a fixed or floating rate. Because the notes are equity linked, they may return a lower amount at maturity due to a decline in value of the linked security or securities. To the extent a Sub-Fund invests in equity-linked notes issued by foreign issuers, it will be subject to the risks associated with the debt securities of foreign issuers and with securities denominated in foreign currencies. Equity-linked notes are also subject to default risk and counterparty risk."

4. The sub-section of the Prospectus entitled "**Redeeming Units**" within the section entitled "**Making an Investment**" shall be amended to delete the eighth paragraph in its entirety and replace with the following paragraph:

"Notwithstanding the foregoing, pursuant to the Deed, if outstanding redemption requests from Unitholders of a particular Sub-Fund on a Dealing Day total in aggregate 10% of the Net Asset Value of the Sub-Fund on that Dealing Day, the Manager, in consultation with the Investment Manager, shall be entitled at its discretion to refuse to redeem such number of Units in issue on that Dealing Day in respect of which redemption requests have been received in excess of 10% of the Units of a Sub-Fund in issue as the Manager shall determine, in which case, redemption requests will be scaled down pro rata and the balance of outstanding redemption requests shall be treated as if they were received on each subsequent Dealing Day until all the Units to which the original request related have been redeemed (such deferred redemption requests will not have priority over redemption requests received on subsequent Dealing Days), provided that the Manager shall not be obliged to redeem more than 10% of the Net Asset Value of Units of the particular Sub-Fund outstanding on a Dealing Day. A Unitholder may withdraw their redemption request by notice in writing to the Administrator if the Manager exercises its discretion to refuse to redeem any Units to which the request relates. Investors may apply to withdraw the whole of their investment at any time. Unless a Redemption Notice specifies a particular number of Units to be redeemed it will be deemed to apply in respect of the total holding of the Unitholder."

5. The sub-section of the Prospectus entitled "**The Manager**" within the section entitled "**Management and Administration**" shall be amended to:

- a. delete the second paragraph in its entirety and replace with the following paragraph:

*"Michael Aherne is the Chief Executive Officer "**CEO**" of the Manager. The directors of the Manager are Susan Dargan, Gráinne Alexander, Carmel Jordan, Jimmy Furlong, Liam Miley, Helen O'Beirne and Michael Aherne, details of whom are set out below.*

The company secretary of the Manager is Wilton Secretarial Limited."

- b. delete the first sentence in the fifth paragraph relating to Carmel Jordan and include the following sentence:

*"**Carmel Jordan (Irish)** is the Global Chief Operating Officer for Growth & Propositions for Mercer's Investment Solutions business."*

- c. delete the paragraph relating to Hooman Kaveh and include the following paragraph relating to Jimmy Furlong:

"Jimmy Furlong (Irish) is the Head of Solutions and Analytics for Mercer's Investment Solutions business. Jimmy leads a team of investment professionals who are responsible for understanding the needs of Mercer's varied client base, and for designing solutions using the best combination of Mercer's investment decision-making, implementation and analytics capabilities. He leads a Portfolio Analytics team that provides a wide range of portfolio intelligence and investment insights to some of Mercer's largest and most sophisticated clients, while also being responsible for the investment risk management of all Mercer Irish funds and discretionary client portfolios. Jimmy has been in his current role since 2020 having joined in 2011 as Head of Investment Risk. Prior to joining Mercer, he led the Investment Solutions team for Bank of Ireland Asset Management (which was acquired by SSgA). Previously, during his time working with another large Irish investment manager, he was a portfolio manager covering, at various times, Eurozone bonds, international bonds, Japanese equities and Pacific Basin ex-Japan equities. He subsequently established and led a Risk Budgeting team which oversaw the portfolio construction and risk management of a wide range of client portfolios. Jimmy graduated from University College Dublin in 1986 with an honours Degree in Commerce, and gained a Master's Degree in Management Science the following year."

- d. include the following paragraph relating to Micheal Aherne after the paragraph relating to Helen O'Beirne:

"Michael Aherne (Irish) is CEO of Mercer Global Investments Management Limited ("MGIM") and has over 25 years' experience in the Financial Services Industry. Michael began his career with Hibernian Investment Managers (Aviva Investors) in 1998 where he held various roles including Portfolio Risk Manager and Equity Fund Manager. He joined Mercer's Investment Solutions business in 2013 and has served as Chief Risk Officer and Chief Compliance Officer for its MiFID authorised firm, Mercer Global Investments Europe Limited. He has also previously served as Chief Compliance Officer, Designated Person for Regulatory Compliance and Money Laundering Reporting Officer for MGIM. During his tenure with Mercer, Michael led the dedicated second line Risk & Compliance teams responsible for delivering sustainable, scalable and risk controlled growth across multiple markets and client segments through the design and implementation of robust governance and risk management frameworks. Michael holds a B.Sc. in Airgeadais, Ríomhaireacht & Fiontraíocht (Finance, Computing & Enterprise) from Dublin City University taught through the medium of Irish. He also holds an MSc Master's degree with honours from Dublin City University in Investments and Treasury Management, which he gained in 2002."

6. The sub-section of the Prospectus entitled "**The Investment Manager and Distributor**" within the section entitled "**Management and Administration**" shall be amended to:

- a. delete the first sentence of the first paragraph and replace with the following:

"The Investment Manager and Distributor of the Fund is Mercer Global Investments Europe Limited, which was incorporated in Ireland as a private limited company on 8 March 2006 under registration number 416688 and is authorised by the Central Bank as a MiFID investment firm to provide investment management and related services."

- b. delete the ninth, tenth and eleventh paragraphs and replace with the following:

"Pursuant to the Distribution Agreement, the Distributor indemnifies the Manager and the Company from and against all actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses arising from the Distributor's breach, negligence, wilful, fraud or bad faith in the performance or non-performance of its obligations.

Under the Distribution Agreement, the Manager shall indemnify the Distributor and each of its shareholders, directors, officers, employees or agents, from and against all actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses which may be made against or suffered or incurred by the Distributor arising out of or in connection with the performance by the Distributor of its duties under the Distribution Agreement other than due to the negligence, wilful default, bad faith or fraud of or by the Distributor in the performance of its duties under the Agreement.

The Distributor may terminate the Distribution Agreement by ninety (90) days' notice in writing to the Manager. The Distribution Agreement may be terminated by the Manager at any time upon notice to the Distributor. Either party may terminate the Distribution Agreement immediately by notice in writing to the other if the other party shall (i) commit any material breach of the Distribution Agreement or commit persistent breaches of the Distribution Agreement which is or are either incapable of remedying or have not been remedied within thirty days of the terminating party serving notice upon the defaulting party requiring it to remedy same; (ii) be incapable of performing its obligations or duties under the Distribution Agreement; (iii) be unable to pay its debts as they fall due or otherwise becoming insolvent or entering into any composition or arrangement with or for the benefit for its creditors or any class thereof; (iv) be the subject of any petition for the appointment of an examiner, administrator, trustee, official assignee or similar officer appointed to it or in respect of its affairs or assets; (v) have a receiver appointed over all or any substantial part of its undertaking, assets or revenues; (vi) be the subject of an effective resolution for its winding up except in relation to a voluntary winding up for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other party; (vii) be the subject of a resolution or a court order for its winding up; or (viii) fail to observe or perform any representation, warranty or undertaking given by the defaulting party under the Distribution Agreement."

7. The sub-section of the Prospectus entitled "**Conflicts of Interest**" within the section entitled "**Management and Administration**" shall be amended to include the following additional paragraph, which will now be the first paragraph:

*"The Manager and the Investment Manager and Distributor are wholly-owned subsidiaries of the Marsh McLennan Group (the "**Group**"). The Manager has identified the potential for conflicts of interest to arise between the Manager's responsibility to the Group's interests and the Manager's duty to act in the best interest of the Unitholders of the Sub-Funds. The Manager has a conflicts of interest policy which details the measures in place to ensure conflicts of interest are identified and managed appropriately."*

8. The section entitled "**Glossary**" shall be amended to:

- a. Delete the definition of Distribution Agreement and replace with:

*"**Distribution Agreement**" means the distribution agreement dated 19 April 2024 (as may be amended from time to time) between the Manager and the Distributor pursuant to which the Distributor was appointed to provide distribution and placing services to the Fund;*

- b. Include the investment term "*equity-linked notes*", in the subsection entitled "**Investment Terms**", after the investment term "*Emerging Markets*":

"equity-linked notes are notes typically issued by a company or financial institution whose performance is tied to a single stock, a basket of stocks, or a stock index."