

Barings Emerging EMEA Opportunities PLC (“the Company”)

Pre-investment Disclosure Document

Information	Where this can be found
A description of the investment strategy and objectives of the AIF	This information is contained in the Company’s annual report and accounts, available at http://www.barings.com/funds/financial-statements
If the AIF is a feeder AIF, information on where the master AIF is established	Not applicable
If the AIF is a fund of funds, information on where the underlying funds are established	Not applicable
A description of the types of assets in which the AIF may invest	This information is contained in the Company’s annual report and accounts, available at http://www.barings.com/funds/financial-statements
The investment techniques that the AIF or AIFM may employ and all associated risks	This information is contained in the Company’s annual report and accounts, available at http://www.barings.com/funds/financial-statements
Any applicable investment restrictions	This information is contained in the Company’s annual report and accounts, available at http://www.barings.com/funds/financial-statements
The circumstances in which the AIF may use leverage	This information is contained in the Company’s annual report and accounts, available at http://www.barings.com/funds/financial-statements and in the Company’s articles of association.
The types and sources of leverage permitted and the associated risks	
Any restrictions on the use of leverage and any collateral and asset reuse arrangements	
The maximum level of leverage which the AIFM is entitled to employ on behalf of the AIF	
A description of the procedures by which the AIF may change its investment strategy or investment policy or both	In accordance with Listing Rule 15.4.8R, any material change to the Company’s published investment policy may only be made with the approval of the Company’s shareholders. Please see the Company’s annual report and accounts, available at http://www.barings.com/funds/financial-statements
A description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, on the applicable law and on the existence or absence of any legal instruments providing for the recognition and enforcement of judgments in the territory where the AIF is established	<p>The rights of investors in the Company (i.e. the shareholders of the Company) are as provided under the Companies Act 2006, as amended, and as set out in the articles of association. The Company is incorporated in England and Wales. The contractual relationship between the Company and its shareholders is formed by the articles of association. The governing law of the articles of association is English law, and any proceeding, suit or action (which cannot be resolved through arbitration) may only be brought in the courts of England and Wales.</p> <p>If a shareholder were to bring a claim against the Company under the Companies Act 2006, the governing law is England and Wales, and the courts of England and Wales have jurisdiction.</p>

	<p>The United Kingdom (and hence England and Wales) is party to the Brussels Convention, and is bound by the Brussels Regulation. It is also a contracting state to the 1988 Lugano Convention, and is bound by the 2007 Lugano Convention. Furthermore the Administration of Justice Act 1920 and the Foreign Judgments (Reciprocal Enforcement) Act 1933 provide for the enforcement of foreign judgments in England and Wales.</p>
<p>The identity of the AIFM, the AIF's depositary, the auditor and any other service providers and a description of their duties and the investors' rights</p>	<p>The AIFM is Baring Fund Managers Limited. It is entrusted with the portfolio and risk management of the AIF. It is also responsible for ensuring that the depositary is appointed in a manner which complies with the requirements of the Alternative Investment Fund Managers Directive ("AIFMD").</p> <p>The AIF's depositary is State Street Trustees Limited. The depositary has entered into an agreement with the Company and the AIFM (the "Depositary Agreement") under which the depositary agrees to act as depositary for the Company in accordance with all applicable laws and, in particular, agrees to provide information required by the AIFM and AIF to the AIFM and AIF, to ensure effective and proper monitoring of the AIF's cash flows, and to perform regulatory and oversight obligations. The depositary is also entrusted with the safekeeping of the AIF's assets.</p> <p>The Company's auditor is BDO LLP. A company's auditor is required to make a report to the company's members on all annual accounts of the company during its tenure of office.</p> <p>The AIFM has delegated the function of investment management to Baring Asset Management Limited, ("BAM"). BAM is responsible for managing the investments of the Company and its portfolio of assets on a discretionary basis.</p> <p>The Company's administrator is Link Alternative Fund Administrators Limited (trading as Link Group plc). It is responsible for providing general administration and accounting services to the Company including calculation of Net Asset Value (which the AIFM has delegated to the administrator), and for providing the services of a person qualified to act as the Company's secretary.</p> <p>Each of the arrangements above has been entered into with the Company, and the Company (acting through its directors) is responsible for enforcing the terms of the relevant arrangement.</p>
<p>A description of how the AIFM is complying with the requirements of Art 9(7) AIFMD (requirement to have additional own funds to cover potential liability risks arising from professional negligence or to hold professional indemnity insurance against liability arising from professional negligence) and IPRU(INV) 11.3.11G (Professional negligence).</p>	<p>The AIFM has Professional Indemnity Insurance in place covering the potential liability risks arising from professional negligence.</p>

<p>A description of:</p> <ul style="list-style-type: none"> • any delegated management function by the AIFM; • any safe-keeping function delegated by the depositary; • the identity of each delegate appointed; and • any conflicts of interest that may arise from such delegations 	<p>The AIFM is required to calculate the Company's net asset value which is carried out by Link Alternative Fund Administrators Limited (trading as Link Group plc).</p> <p>The AIFM has delegated the function of investment management to Baring Asset Management Limited. It is not anticipated that any conflicts of interest will arise from such delegations.</p>
<p>A description of the AIF's valuation procedure and of the pricing methodology for valuing assets, including the methods used in valuing hard-to-value assets in accordance with Article 19 and FUND 3.9 (Valuation)</p>	<p>This information is contained in the Company's annual report and accounts, available at http://www.barings.com/funds/financial-statements</p>
<p>A description of the AIF's liquidity risk management, including the redemption rights of investors both in normal and in exceptional circumstances, and the existing redemption arrangements with investors</p>	<p>This information is contained in the Company's annual report and accounts, available at http://www.barings.com/funds/financial-statements</p>
<p>A description of all fees, charges and expenses and of the maximum amounts thereof which are directly or indirectly borne by investors</p>	<p>This information is contained in the Company's annual report and accounts, available at http://www.barings.com/funds/financial-statements</p>
<p>A description of how the AIFM ensures a fair treatment of investors</p>	<p>The Company is a listed company. Under the Listing Rules, it must ensure that it treats all holders of the same class of its shares that are in the same position (i.e. all investors) equally in respect of the rights attached to such shares (Principle 5, LR 7.2.1R).</p> <p>Furthermore the Company's articles apply equally to, and therefore provide for fair treatment of all investors e.g. all shareholders are entitled to vote at general meetings of the Company, all the shares are freely transferable, no shareholders have preferential rights and all shareholders are entitled to participate equally in any dividends, other distributions or returns of capital (on winding up or otherwise).</p>

Whenever an investor obtains preferential treatment or the right to obtain preferential treatment (e.g. by way of a side letter), a description of: <ul style="list-style-type: none"> • that preferential treatment; • the type of investors who obtain such preferential treatment; and • where relevant, their legal and economic links with the AIF of AIFM 	Not applicable
The latest annual report in line with Art 22 / FUND 3.3 (Annual report)	The Company's annual report and accounts are available at http://www.barings.com/funds/financial-statements
The procedure and conditions for the issue and sale of units or shares	<p>The Company may issue shares in accordance with the Companies Act 2006, as amended, and its articles of association: subject to a limited number of exceptions, the directors of a company must not allot shares unless they have the requisite authority to do so under the Companies Act 2006. An authority to allot shares can be granted by either a provision in the company's articles of association or a resolution of the members. For the relevant resolutions of the members, please see the Company's annual report and accounts, available at http://www.barings.com/funds/financial-statements</p> <p>As the Company is a listed company, its shares are freely transferable. They are listed on the Official List of the FCA (acting in its capacity as the UK Listing Authority) and traded on the Main Market of the London Stock Exchange.</p>
The latest net asset value of the AIF or the latest market price of the unit or share of the AIF, in accordance with Article 19 and FUND 3.9 (Valuation)	This information is announced daily and is available on the Company's website at http://www.barings.com/funds
Where available, the historical performance of the AIF	This information is contained in the Company's annual report and accounts, available at http://www.barings.com/funds/financial-statements
The identity of the prime brokerage firm	Not applicable
A description of any material arrangements of the AIF with its prime brokerage firm and the way the conflicts of interest in relation thereto are managed	
The provision in the contract with the depositary on the possibility of transfer and reuse of the AIF assets	
Information about any transfer of liability to the prime brokerage firm that may exist	

<p>A description of how and when the information required under Articles 23(4) and (5) AIFMD, and FUND 3.2.5R and FUND 3.2.6R, (i.e. periodic disclosure) will be disclosed</p>	<p>This information will be provided in the Company's annual report, which will be published no later than four months after the end of the Company's financial year, which is 30 September. http://www.barings.com/funds/financial-statements</p>
<p>A description of any arrangement made by the depositary to contractually discharge itself of any liability in accordance with Article 21(13) AIFMD and regulation 30 of the Alternative Investment Fund Managers Regulations 2013 ("AIFMD UK Regulations")</p>	<p>Under the Depositary Agreement, the depositary is liable for the performance of its duties under AIFMD and under the agreement. However, the depositary may discharge itself of liability, in accordance with Article 21(13) AIFMD and regulation 30 of the AIFMD UK Regulations, if (i) it has delegated its custody tasks to a third party in accordance with applicable law, (ii) there is a written contract between the depositary and the third party which expressly transfers the liability of the depositary to that third party and enables the AIF, AIFM, or the depositary on their behalf to make a claim against the third party, and (iii) there is an objective reason for the discharge of the depositary's liability which it has communicated to the AIF and the AIFM.</p>
<p>Any changes with respect to depositary liability</p>	<p>Not applicable</p>