

JUPITER ASSET MANAGEMENT SERIES PLC

First Addendum to the Prospectus (the "Addendum")

This Addendum is supplemental to, forms part of and should be read in conjunction with the prospectus for Jupiter Asset Management Series PLC (the "Company") dated 28 November 2024 (the "Prospectus").

This Addendum forms part of and may not be distributed unless accompanied by (other than to prior recipients of) the Prospectus and must be read in conjunction with the Prospectus.

The Directors of the Company accept responsibility for the information contained in this Addendum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure such is the case) the information contained in this Addendum, when read together with the Prospectus, is in accordance with the facts as at the date of this Addendum and does not omit anything likely to affect the import of such information.

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

Neither the delivery of this Addendum nor the issue or sale of Shares, under any circumstances, constitutes a representation that the information contained in this Addendum is correct as of any time subsequent to the date of this Addendum.

Amendments to the Prospectus

- 1 The "Definitions" section of the Prospectus shall be amended by the inclusion of the following additional definitions as they would appear in alphabetical order:**

"Investment Management Agreement" means the investment management agreement dated 10 February 2025 between the Manager and the Investment Manager pursuant to which the Manager delegates the performance of certain services comprised in the investment management functions in respect of the Funds to the Investment Manager;

- 2 The definition of "Investment Manager" in the "Definitions" section to the Prospectus shall be deleted and replaced in its entirety with the following:**

"Investment Manager" means Jupiter Asset Management Limited or any successor thereto appointed by the Manager to act as Investment Manager of the Funds with the power to appoint Investment Advisers in relation to the assets of a Fund (references to the Investment Manager herein shall include an Investment Adviser where the Investment Manager has appointed an Investment Adviser in respect of the assets of the relevant Fund or where the context otherwise so requires);

- 3 The definition of "Management and Distribution Agreement" in the "Definitions" section to the Prospectus shall be deleted and replaced in its entirety with the following:**

"Management Agreement" means the management company agreement dated 18 February 2025 between the Company and the Manager pursuant to which the Manager acts as manager of the Company;

- 4 The following general amendments apply throughout the Prospectus:**

Any reference to **"Management and Distribution Agreement"**, as a defined term, throughout the Prospectus shall be deleted and replaced in its entirety with **"Management Agreement"**.

Any reference to **"Jupiter Investment Management Limited"**, as a defined term in the context of its role as investment manager, throughout the Prospectus shall be deleted and replaced in its entirety with **"Jupiter Asset Management Limited"**.

- 5 The address of the Investment Manager shall be deleted and replaced in its entirety with the following:**

Investment Manager

Jupiter Asset Management Limited,
The Zig Zag Building,
70 Victoria Street,
London SW1E 6SQ,
England

- 6 Paragraph 5 of the "The Manager" section to the Prospectus shall be deleted and replaced in its entirety with the following:**

The Management Agreement may be terminated by the Manager or the Company on 3 months' written notice or by either party forthwith by notice in writing in certain circumstances such as the winding-up of any party or unremedied breach after notice. In the absence of the Manager's fraud, negligence, bad faith or wilful misconduct, the Manager shall not be liable towards the

Company or any other person with respect to any act or omission in connection with the duties and obligations performed by the Manager pursuant to the Management Agreement.

Under the Management Agreement, the Company agrees to indemnify the Manager, out of the assets of the relevant Funds, for any costs, expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including, without limitation, any reasonable legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) incurred directly by it or made against it in the performance of its duties under the Management Agreement other than due to the negligence, bad faith, fraud, wilful default of the Manager or failure to comply with their obligations as set out in the Management Agreement. Under the terms of the Management Agreement, the Manager may delegate its duties in accordance with the Central Bank Requirements.

- 7 The sub-section of the "Management and Administration" section of the Prospectus entitled "Jupiter Investment Management Limited – The Investment Manager" shall be deleted and replaced in its entirety with the following:**

Jupiter Asset Management Limited – The Investment Manager

The Investment Manager is Jupiter Asset Management Limited which was incorporated in England and Wales on 18 July 1994. Jupiter Asset Management Limited is authorised and regulated by the Financial Conduct Authority.

The Investment Manager is responsible for the appointment of any Investment Advisers to the Funds, for overseeing their performance and implementing any changes to the appointment of an Investment Adviser.

- 8 Paragraph 1 of the "Material Contracts" section to the Prospectus shall be deleted and replaced in its entirety with the following:**

Material Contracts

The following contracts, details of which are set out in the section entitled "*Management and Administration*", have been entered into and are, or may be, material:-

- The Management Agreement dated 18 February 2025 between the Company and the Manager pursuant to which the Manager acts as manager of the Company.
- The Investment Management Agreement dated 10 February 2025 between the Manager and the Investment Manager pursuant to which the latter acts as investment manager of the Company.

The Investment Management Agreement may be terminated by the Manager or the Investment Manager on 3 months' written notice or by either party forthwith by notice in writing in certain circumstances such as the winding-up of any party or unremedied breach after notice. In the absence of the Investment Manager's negligence, bad faith, wilful default or fraud, the Investment Manager shall not be liable towards the Manager or any other person with respect to any act or omission in connection with the duties and obligations performed by the Investment Manager pursuant to the Investment Management Agreement.

Under the Investment Management Agreement, the Manager agrees to indemnify the Investment Manager, out of the assets of the relevant Funds, for any losses, damages, costs, claims, liabilities, charges, demands and expenses paid, suffered or incurred by Investment Manager or its directors, officers or employees ("**Losses**"), except to the extent that such Losses result directly from the negligence, bad faith, wilful default or fraud of the Investment Manager or its directors, officers or employees in providing the

services under the Investment Management Agreement. Under the terms of the Investment Management Agreement, the Investment Manager may delegate its duties in accordance with the Central Bank Requirements.

- The amended and restated Depositary Agreement dated 31 October 2019 between the Company and the Depositary pursuant to which the Depositary was appointed as Depositary of the Company's assets subject to the overall supervision of the Company. The Depositary Agreement may be terminated by either party on 90 days written notice or forthwith by notice in writing in certain circumstances such as the unremedied material breach after service of written notice provided that the Depositary shall continue to act as Depositary until a successor Depositary approved by the Central Bank is appointed by the Company or the Company's authorisation by the Central Bank is revoked. The Depositary has the power to delegate its duties but its liability will not be affected by the fact that it has entrusted to a third party some or all of the assets in its safekeeping.
- The Depositary Agreement provides that the Depositary (which expression shall also include its directors, employees, servants, agents and any sub-depositary or securities system) shall be indemnified by the Company and held harmless from and against all or any losses, liabilities, demands, damages, costs, claims or expenses whatsoever and howsoever arising (including without limitation, reasonable legal fees on a full indemnity basis and other costs, charges and expenses incurred in enforcing or attempting to enforce this indemnity) which the Depositary may suffer or incur in acting as Depositary (including, without limitation, acting on proper instructions) other than by reason of (i) loss of financial instruments held in custody (unless the loss has arisen as a result of an external event beyond the control of the Depositary) and/or (ii) the Depositary's negligent or intentional failure to properly fulfil its obligations under the Central Bank UCITS Regulations.
- The Administration Agreement dated 31 October 2019, between the Manager, the Company and the Administrator pursuant to which the latter acts as administrator, registrar and transfer agent of the Company.
- The Distribution Agreement dated 20 November 2024 between the Manager and Jupiter Asset Management International SA pursuant to which the Manager appoints Jupiter Asset Management International SA to perform certain services relating to making available and distributing the Shares.
- The Distribution Agreement dated 19 December 2024 between the Manager and Jupiter Investment Management Limited pursuant to which the Manager appoints Jupiter Investment Management Limited to perform certain services relating to making available and distributing the Shares.

Dated 1 March 2025