

**Neuberger Berman Investment Funds plc**  
**70 Sir John Rogerson's Quay**  
**Dublin 2, Ireland**

An umbrella fund with segregated liability between sub-funds

**The Directors of the Company (the "Directors") accept full responsibility for the accuracy of the information contained in this circular and confirm, having made all reasonable enquiries, that, to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement misleading.**

**This circular is important and requires your immediate attention. If you are in doubt as to the action to be taken, you should seek advice from your stockbroker, bank manager, solicitor, accountant, tax adviser or other independent financial adviser. If you have sold or transferred all of your Shares please pass this circular at once to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee as soon as possible.**

**This circular has not been reviewed by the Central Bank of Ireland (the "Central Bank") and it is possible that changes thereto may be necessary to meet the Central Bank's requirements. The Directors are of the opinion that there is nothing contained in this circular nor in the proposals detailed herein that conflicts with the applicable regulations or the guidance issued by the Central Bank.**

18 August 2021

Dear Shareholder,

**ANNUAL GENERAL MEETING OF NEUBERGER BERMAN INVESTMENT FUNDS PLC  
(THE "COMPANY")**

We are writing to you in your capacity as a Shareholder of the Company. The purpose of this circular is to convene the Annual General Meeting (the "**AGM**") of the Company.

The matters to be addressed at the AGM are as follows:

**Ordinary Business**

1. To read the Notice convening the AGM;
2. To consider the report of the Company's directors and the Company's statutory financial statements for the period ended 31 December 2020 together with the report of the Company's auditors' thereon and review the Company's affairs.\*
3. To re-appoint EY as auditors of the Company to hold office until the conclusion of the next general meeting at which the statutory financial statements are laid before the Company and to authorise the Directors to agree the remuneration of the auditors.
4. To transact any other ordinary business of the Company.

**Special Business**

5. To pass the following Special Resolution:

"That the existing provisions of the Memorandum and Articles of Association of the Company be amended in the manner set out in Appendix I to the notice of the annual general meeting of the Company and the updated Memorandum and Articles of Association of the Company containing those amendments, a copy of which is available for inspection at 70 Sir John Rogerson's Quay, Dublin 2, Ireland during normal business hours and will be available at the Meeting (and for the purposes of identification marked with the letter "X"), be approved and

adopted as the Memorandum and Articles of Association of the Company in substitution for and to the exclusion of all existing Memorandum and Articles of Association”.

\* Please be advised that the audited financial statements for the year ended 31 December 2020 were circulated on 29 April 2021. Should you require an additional copy of the audited financial statements, please contact Brown Brothers Harriman by email at [neuberger.ta@bbh.com](mailto:neuberger.ta@bbh.com).

All capitalised terms used in this circular and not defined herein shall have the meanings ascribed to them in the prospectus of the Company dated 1 July 2021.

## 1 Ordinary Business

In accordance with the Memorandum and Articles of Association of the Company (the “M&A”) and Irish company law, the Company must convene an AGM each year to consider and transact certain specific items of ordinary business, being the receipt and consideration of the directors’ report and the Company’s financial statements, with the auditor’s report thereon, for the last accounting period, being the year ended 31 December 2020. The AGM will also consider the re-appointment of the Company’s auditors and the authorisation of the Directors to fix the auditor’s remuneration.

## 2 Special Business

In addition to the ordinary business of the AGM, there will also be special business being the proposed amendments to the Company’s M&A as set out below and as further detailed in Appendix I:

- (a) to amend Article 1.02 to remove the definition for “Closing Date” and to insert new definitions for “Dealing Day” and “Distributors”, to better reflect the prospectus of the Company and to make minor updates to a number of the existing definitions set out thereunder.
- (b) to amend Article 3.10 to include references to Neuberger Berman Asset Management Ireland Limited which was recently appointed as the Manager, where necessary, throughout the M&A.
- (c) to amend Article 15.01(iii) to include reference to the requirement for the valuation of fixed income securities, in circumstances where reliable market quotations are not available, to be based off a methodology compiled by the Directors and approved by the Depositary.
- (d) to amend Article 21.09 to include reference to the longer term and permanent appointment of a proxy.
- (e) to update Articles 21.13 and 38.05 to clarify details in relation to the quorum where a Series or Class has only one Shareholder holding voting Shares.
- (f) to update Article 29.03 to allow for the Company Seal to be affixed by electronic means.
- (g) to amend Article 33.01 to clarify the ability to send notices or other documents required to be served upon or sent to a Shareholder by fax or electronic communication to the address details provided by the Shareholder.
- (h) to update the M&A throughout to reflect the amendments made to Article 1.02 and to include references to the appointment of Neuberger Berman Asset Management Ireland Limited as Manager, each as described above.
- (i) to make a number of more general and minor updates, reflecting current Central Bank requirements and the passage of time, such as changing references to the Company’s “Custodian” to “Depositary” to reflect the terminology in use.

### 3 Procedure

If the resolutions are passed by the requisite majority, they will be binding on all Shareholders irrespective of how (or whether) they voted. The quorum for the AGM is two Shareholders present either in person or by proxy. If within half an hour of the time appointed for a meeting a quorum is not present, the meeting will be adjourned to the same day in the next week, being 22 September 2021, at the same time and place or to such other time and place as the Directors may determine.

A proxy form to enable you to vote at the AGM is enclosed with this circular at Appendix II to the notice of the AGM. Please read the notes printed on the form, which will assist you in its completion and return. To be valid, your form of proxy must be received not later than forty-eight hours before the time appointed for the AGM. You may attend and vote at the AGM even if you have appointed a proxy but, in such circumstances, the proxy is not entitled to vote. If you are a corporate entity, you may wish to appoint a representative to attend and vote at the AGM on your behalf and a form of Letter of Representation is attached as Appendix III to the notice of the AGM for this purpose.

Copies of the existing and proposed amended M&A are available for inspection during normal business hours from the date of this circular up to and including the time of, and during the AGM (and any adjourned AGM) at the Company's registered office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

The changes described in paragraph 2 above will not result in any increase in the fees and expenses borne by the Portfolios and/or their Shareholders. The investment objective and policy and operations of the Portfolios remain unchanged. The fees and expenses associated with the changes in paragraph 2 above, if any, will be borne by the Portfolios, and is not expected to be more than €10,000. Subject to Shareholders' approval at the AGM, the changes are expected to take effect on 15 September 2021.

### 4 Recommendation

The Directors are of the opinion that the proposed changes to the M&A are in the best interests of Shareholders as a whole and recommend that you vote in favour of the resolutions set out in the Notice.

Should you have any queries in relation to this matter, do not hesitate to contact your sales representative, or contact Neuberger Berman's client services team at [Funds\\_CSEurope@nb.com](mailto:Funds_CSEurope@nb.com) or +44 (0)203 214 9096.

Yours sincerely



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On behalf of the Board of Directors  
**Neuberger Berman Investment Funds plc**

**NEUBERGER BERMAN INVESTMENT FUNDS PLC**  
**(THE “COMPANY”)**

**REGISTERED OFFICE**  
70 Sir John Rogerson’s Quay  
Dublin 2  
Ireland

**NOTICE IS HEREBY GIVEN** that the annual general meeting of the Company (the “**AGM**”) will be held at 70 Sir John Rogerson’s Quay, Dublin 2 on 15 September 2021 at 10.00 am (Irish time) for the transaction of the following business:

1. To read the notice convening the AGM.
2. To consider the report of the Company’s directors and the Company’s statutory financial statements for the year ended 31 December 2020 together with the report of the Company’s auditors’ thereon\* and review the Company’s affairs.
3. To re-appoint Ernst & Young as the auditors of the Company (the “**Auditors**”) to hold office until the conclusion of the next general meeting at which the statutory financial statements are laid before the Company and to authorise the directors of the Company to agree the remuneration of the Auditors.
4. To transact any other ordinary business of the Company.

**SPECIAL BUSINESS**

5. By way of special business, to seek your approval, subject to Central Bank approval, for certain changes to the Company’s Memorandum and Articles of Association as set out in Appendix I to this notice which are expected to take effect on 15 September 2021.

We consider the health of attendees at the AGM and the staff of the Company’s service providers a top priority. **Attendees are strongly encouraged to appoint a proxy to vote at the AGM on their behalf, as the preferred means of fully and safely exercising their rights, as personal attendance at the AGM may present a risk to themselves and others.** Insofar as practicable, the AGM will be held in accordance with the guidance of the Health Service Executive (the Irish public health authority), meaning:

- (a) the AGM will be as brief as possible;
- (b) personal attendance is not recommended and the Shareholder is encouraged to appoint proxies to vote on its behalf;
- (c) refreshments will not be provided; and
- (d) in the event that a change of venue is necessitated, this will be communicated to the Shareholder as far in advance of the AGM as practicable.

Please be advised that the statutory financial statements for the year ended 31 December 2020 were circulated on 29 April 2021. Should you require an additional copy of the statutory financial statements please contact [Neuberger.ta@bbh.com](mailto:Neuberger.ta@bbh.com).

**DATED 18 AUGUST 2021**

**BY ORDER OF THE BOARD**



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**For and on behalf of  
Matsack Trust Limited  
SECRETARY**

**REGISTERED IN DUBLIN, IRELAND - NUMBER 336425**

**NOTES**

- A member entitled to attend and vote at the AGM is entitled to appoint one or more proxies to attend and vote instead of him or her.
- A proxy need not be a member of the Company.
- In the case of a body corporate, the proxy form must be either under seal of the body corporate or under the hand of an officer or attorney duly authorised in writing.
- The proxy form together with the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, must be deposited at 70 Sir John Rogerson's Quay, Dublin 2 **no later than 48 hours before the time of the meeting**. An emailed copy will be accepted and can be sent for the attention of Fidelma Burke to [fscompliance@matheson.com](mailto:fscompliance@matheson.com).
- The accidental omission to give notice of the AGM to, or the non-receipt of notice of the AGM by, any person entitled to receive notice shall not invalidate the proceedings at the AGM.
- If you have subscribed through a distributor or other intermediary and your shares are held in their name, please contact your distributor or other intermediary if you wish to vote or appoint a proxy with respect to the AGM and for information regarding the deadlines for doing so.

## APPENDIX I

### PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY

- Throughout the document, the term “*Custodian*” will be replaced with “*Depository*”, where necessary.
- Throughout the document, the term “*Business Day*” will be replaced with “*Dealing Day*”, except in the definition of “*Business Day*”, the definition of “*Dealing Day*”, Article 11.02 (iv) and Article 13.01 (vi).
- Paragraph 2 of the Memorandum has been amended by the addition of “*as may be amended or supplemented from time to time*” at the end of the paragraph.
- Article 1.02:
  - The word “*the*” has been inserted into the definition of “*Administration Agreement*”, directly before “*Company*”.
  - “*provided that there shall be at least two such days in each calendar month*” has been deleted from the end of the definition of “*Business Day*”.
  - The definition of “*Central Bank*” has been updated to “*The Central Bank of Ireland or such successor authority as may be created from time to time.*”
  - The definition of “*Closing Date*” has been deleted.
  - The following has been added as a new definition of “*Dealing Day*”: “*Each Business Day or such other day or days as the Directors may determine and notify to the Administrator and to the Shareholders in advance, provided there shall be at least two (2) Dealing Days per month in each Portfolio.*”
  - The following has been added as a new definition of “*Distributors*”: “*Such person or persons as may from time to time be appointed as distributor or sub-distributor in relation to the promotion, distribution and sale of Shares.*”
  - The definition of “*ICAV*” has been amended by the addition of “*as amended from time to time*” to the end of the definition.
  - The definition of “*in writing*” has been replaced with “*Written, printed, lithographed, photographed, telexed, e-mailed, faxed or represented electronically or by any other substitute for writing or partly one and partly another.*”
  - The definition of “*Irish Resident*” has been updated by the replacement of “*Ireland*” with “*the Republic of Ireland*”.
  - The definition of “*Net Asset Value*” has been replaced with “*The amount determined as being the net asset value of a Series or Class of Shares on any particular Dealing Day pursuant to Article 14.00.*”
  - The definition of “*Official Seal*” has been amended by the replacement of “*section 1017 of the Act*” with “*section 43 of the Act*”.
  - The word “*the*” has been inserted into the definition of “*Preliminary Expenses*”, directly before “*costs and expenses*”.

- Article 2.02: The last sentence has been replaced with *“The Company shall reimburse the Manager or its affiliates for any and all Preliminary Expenses initially paid by the Manager or its affiliates on behalf of the Company.”*
- Article 2.03:
  - Sub-section (iv) has been replaced with *“all remuneration, fees, costs and expenses due to the Depositary, the Manager, the Investment Manager, the Administrator, the Distributors, the Auditors and the legal advisers to the Company and any other person, firm or corporation providing services to or for the benefit of the Company;”*
  - Sub-section (vi) – has been replaced with *“all expenses incurred in registering the Company with any governmental agencies or regulatory authorities and maintaining the registration of the Company with such governmental agencies or regulatory authorities including any levy applied by the Central Bank, local securities dealers associations and the cost of listing and maintaining a listing of Shares on any stock exchange;”*.
- Article 3.01: *“safe custody”* has been replaced with *“safekeeping”*.
- Articles 3.03: the word *“the”* has been inserted before *“Manager”* in the first sentence.
- Article 3.04 has been replaced with *“The terms of appointment of any Manager may authorise such Manager to appoint (with powers of sub-delegation) one or more sub-managers, administrators, distributors or other agents at the expense of the Manager and to delegate any of its functions and duties to any person or persons so appointed, provided that such appointment or appointments shall first have been approved by the Central Bank in accordance with the requirements of the Central Bank and provided further that any such appointment shall terminate forthwith on termination of the appointment of the Manager.”*
- Article 3.10 has been replaced with:
 

*“In the event that Shareholders representing 10% or more of the Net Asset Value of a Portfolio serve notice at any time on the Directors of their desire to remove the Manager and/or the Investment Adviser of such Portfolio:*

  - (i) the Secretary, at the request of the Directors, shall forthwith convene an extraordinary general meeting of the Company or of the holders of Shares in the Series representing the relevant Portfolio at which a resolution shall be proposed to terminate the appointment of the Manager and/or such Investment Adviser;*
  - (ii) in the event that such resolution is passed by 50% of that proportion of the Net Asset Value of the relevant Portfolio (not held by the Manager and/or the Investment Adviser or any of their affiliates, save for any shares held under a nominee arrangement) on the date of the extraordinary general meeting, the Directors shall immediately:*
    - (a) terminate, or procure that the Company / the Manager terminates, the appointment of the Manager / the Investment Adviser in respect of the relevant Portfolio upon six months’ notice in writing;*
    - (b) any Director who is not an employee of the Manager or the Investment Adviser, or any of their subsidiaries or holding or related companies (the “Independent Directors”) shall be required to take reasonable endeavours to ensure that all necessary steps are taken in relation to the selection and/or appointment of a replacement manager and/or investment advisor to the Portfolio, including, without limitation, obtaining all necessary consents and approvals from the Central Bank and Euronext Dublin; and*
    - (c) the Independent Directors, at their absolute discretion appoint such manager and/or advisers as they deem reasonable in performance of the above duties, with the costs of such appointments to be borne by the relevant Portfolio;*

- (iii) *in the event that the Independent Directors, in their sole discretion, having used their reasonable endeavours, at any time believe that it will not be possible to finalise the appointment of a suitable new manager and/or investment advisor before the termination of the relevant Management Agreement and/or Investment Management Agreement, they shall notify the Directors who shall serve not less than one month's notice on all Shareholders of the relevant Portfolio of their intention to redeem all Shares in the Portfolio on or before the termination of the appointment of the Manager and/or the Investment Adviser;*
  - (iv) *in the event that agreement on the terms of a new Management Agreement and/or Investment Management Agreement are reached by a majority of the Independent Directors and the proposed new investment advisor, the Directors shall instruct the secretary to convene a general meeting of the Shareholders of the relevant Portfolio in order to consider a resolution to approve the terms of such new Management Agreement and/or Investment Management Agreement. In order to be accepted, the terms of the new Management Agreement / Investment Management Agreement must be approved by Shareholders representing more than 50% of the Net Asset Value of that proportion of the Net Asset Value of the relevant Portfolio (not held by the Manager and/or the Investment Adviser or any of their affiliates, save for any shares held under a nominee arrangement) on the date of the general meeting of the Shareholders; and*
  - (v) *in the event that the Shareholders do not accept the terms of the new Management Agreement / Investment Management Agreement, the Directors shall serve not less than one month's notice on all Shareholders of the relevant Portfolio of their intention to redeem all Shares in the Portfolio on or before the termination of the appointment of the Manager and/or the Investment Adviser."*
- Article 3.11 has been replaced with *"In the event that, following the termination of the appointment of the Manager and/or an Investment Adviser pursuant to Article 3.10 hereof, a new manager and/or investment manager is appointed who is not an affiliate of Neuberger Berman (Europe) Limited, the Directors may request the Secretary to convene forthwith an extraordinary general meeting of the Company at which a Special Resolution shall be proposed to change the name of the Company so as to remove the words "Neuberger Berman" from it. Only the Subscriber Shareholders shall have the right to vote in respect of any such Special Resolution proposed pursuant to this Article 3.11."*
  - Article 4.04: *"Member State of the European Union" has been replaced with "EU Member States".*
  - Article 4.06: *"as modified by Section 1388(4) of the Act" has been inserted at the end of the first sentence.*
  - Article 7.03: *"Member State" has been replaced with "EU Member State" throughout and "OECD Member States" has been replaced with "OECD Governments (provided the relevant issues are investment grade)".*
  - Article 8.01 has been replaced with *"All allotments and all issues of Shares pursuant to subscriptions received on or prior to the end of the relevant Initial Offer Period and/or prior to the initial issue of Shares of any Series on any Dealing Day, shall be effected or made with effect from the end of the Initial Offer Period or from the relevant Dealing Day, as the case may be, and all issues of Shares thereafter shall be effected or made with effect from any Dealing Day provided that the Company may provisionally allot and/or issue Shares on a Dealing Day on the basis that the Shares shall be issued on receipt by the Company or its authorised agent of cleared funds from the subscriber for the relevant Shares or, if issued, shall be cancelled in the event that the Company or its authorised agent does not receive cleared funds from the Subscriber for the relevant Shares. All redemptions of Shares shall be effected or made with effect from a Dealing Day."*
  - Article 8.02: the final paragraph has been replaced with *"the Company may allot and issue such Shares at the end of the relevant Initial Offer Period or on the relevant Dealing Day, as the case*



may be, at the Initial Price for each such Share provided that if any such application is received after the end of the Initial Offer Period or Dealing Day, as appropriate, as the Directors may determine, the Company will refuse the application or defer the allotment or issue of such Shares until the next succeeding Dealing Day and provided further that if the information and declarations required pursuant to sub-paragraph (ii) of this Article 8.02 and cleared funds representing the subscription monies in respect of the Shares and the original application form are not received by the Company within such period as the Directors may determine the Directors shall cancel any provisional allotment and/or issue of Shares in respect thereof and if so cancelled the relevant application monies shall be returnable to the applicant at his risk (subject to the completion of satisfactory money laundering checks and after deducting such amount, if any, as the Directors may in their absolute discretion think fit, any such amount so deducted being retained by the Company for its own benefit) and until return it may be made use of by the Company for its own benefit.”

- Article 8.03: “subject to the completion of satisfactory money laundering checks and” has been inserted immediately before “after deducting such amount, if any, as the Directors may in their absolute discretion think fit” in the final paragraph.
- Article 8.10: “or to a Distributor” has been inserted following “to the Company” in the second line.
- Article 11.02
  - Sub-Section (ii): “unless otherwise agreed by the Administrator in consultation with the Directors” has been inserted at the end of the paragraph.
  - Sub-Section (vi): the first sentence has been replaced with “any amount payable to a Shareholder in connection with the redemption or repurchase of Shares under this Article 11.02 may, with the consent of the Shareholder concerned, be paid by the transfer of such Shareholder of the assets of the Company in specie, provided that the nature of the assets and the type of assets to be transferred to each Shareholder shall be determined by the Directors on such basis as the Directors in their discretion shall deem equitable and not materially prejudicial to the interests of the remaining Shareholders and the allocation of assets has been approved by the Depositary, and for the foregoing purposes the value of assets shall be determined on the same basis as used in calculating the Redemption Price of the Shares being so repurchased.”
- Article 13.01
  - Sub-Section (ii): “, the Manager” has been inserted following “accepted by the Company”.
  - Sub-Section (iv) (a): “the Manager or a Distributor” has been inserted after “the initial charge to which the Company”.
- Article 14.06: “the Irish Stock Exchange” has been replaced with “Euronext Dublin” at the end of the first sentence.
- Article 15.01 (iii): “and approved by the Depositary” has been inserted at the end of the paragraph.
- Article 18.04: The word “the” has been inserted directly before “Directors” in the last line.
- Article 21.09: “Unless a longer term (which, for the avoidance of doubt, may include a permanent appointment) is specified in the instrument appointing a proxy, no” has been inserted at the beginning of the article.
- Article 21.13: “the necessary quorum at any such meeting, other than an adjourned meeting, shall be two persons holding issued Shares of the Series or Class in question and, at an adjourned meeting, one person holding Shares of the Series or Class in question or his proxy, save that, where a Series or Class has only one Shareholder holding voting Shares, the quorum

at any meeting of that Series or Class shall be one Shareholder holding voting Shares in such Series or Class, present either in person or by proxy;" has been inserted as a new sub-paragraph (iv), with the subsequent sub-paragraph renumbered accordingly.

- Article 22.05: The word "a" has been added directly before "general meeting" at the end of the article.
- Article 24.05: "authorisation" has been replaced with "approval" in the first sentence.
- Article 29.03: "or electronic" has been inserted in between "mechanical" and "means".
- Article 31.02: "or, subject to the provisions of the Act" has been inserted following "the Office".
- Article 33.01:
  - "telefax" and "email" have been replaced with "sending it by fax or electronic communication to the address details provided by the Shareholder".
  - the fourth sentence has been replaced with "Any notice or other document served by post shall be deemed to have been served twenty four hours after the time that the letter containing the same is posted, and in proving such service, it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted. Any notice or other document, served by delivery or by fax or electronic communication, shall be deemed to have been served at the time of delivery, or in the case of fax or electronic communication, at the time at which such communication was sent and in proving such service, it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly delivered or sent to the address details provided by the Shareholder."
- Article 33.02 has been replaced with "Any notice or document sent by post to or left at the registered address of a Shareholder or sent by fax or electronic communication to the address details provided by the Shareholder shall notwithstanding that such Shareholder be then dead or bankrupt and whether or not the Company or the Manager has notice of his death or bankruptcy be deemed to have been duly served or sent and such service shall be deemed a sufficient service on receipt by all persons interested (whether jointly with or as claiming through or under him) in the Shares concerned."
- Article 35.05 has been replaced with "This Article shall not, however, exempt the Company, the Manager, the Depositary, the Administrator or the Investment Manager from any liability they may incur as a result of a failure to adhere to their obligations as set out in the Act or any liability incurred as a result of any fraud or negligence on the part of the Company, the Manager, the Administrator or the Investment Manager as shall be provided under the Administration Agreement, the Management Agreement and the Investment Management Agreement (as applicable), or any negligence, fraud, bad faith, wilful default, recklessness or negligent or intentional failure to properly fulfil its obligations pursuant to the Regulations on the part of the Depositary as shall be provided for under the Depositary Agreement."
- Article 38.05: "save that, where a Series or Class has only one Shareholder holding voting Shares, the quorum at any general meeting of that Series or Class shall be one Shareholder holding voting Shares in such Series or Class, present either in person or by proxy" has been added to the end of the article.
- Article 39.01 (iii): "Carried out as if negotiated" has been replaced with "conducted" and "effected" has been with replaced with "conducted".

**APPENDIX II**

**NEUBERGER BERMAN INVESTMENT FUNDS PLC  
(the "Company")**

**PROXY CARD**

I / We \_\_\_\_\_

of \_\_\_\_\_ (the "**Member**")

being a member of the Company hereby appoint the Chairperson (or failing him/her), Philip Lovegrove of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), Dualta Counihan of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), Gavin Coleman of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), Jim Murphy of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), \_\_\_\_\_ of \_\_\_\_\_

as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the annual general meeting of the Company to be held on 15 September 2021 and at any adjournment of the meeting.

*The proxy is to vote as follows:*

<b><i>Voting instructions to Proxy (choice to be marked with an "X")</i></b>			
<b><i>Name or description of resolution:</i></b>	<i>In Favour</i>	<i>Abstain</i>	<i>Against</i>
To consider the report of the Company's directors and the Company's statutory financial statements for the year ended 31 December 2020 together with the report of the Company's auditors' thereon* and review the Company's affairs.			
To re-appoint Ernst & Young as the auditors of the Company (the " <b>Auditors</b> ") to hold office until the conclusion of the next general meeting at which the statutory financial statements are laid before the Company and to authorise the directors of the Company to agree the remuneration of the Auditors.			
To approve by way of special resolution, subject to Central Bank approval, certain changes to the Company's Memorandum and Articles of Association as set out in Appendix I to the notice convening the AGM.			
<i>Unless otherwise indicated the proxy shall vote as he or she thinks fit</i>			
Signature of Member _____			
Dated : _____			

**NOTES:**

- (a) In the case of a body corporate, the proxy form must be either under seal of the body corporate or under the hand of an officer or attorney duly authorised in writing.
- (b) The proxy form together with the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, must be deposited at 70 Sir John Rogerson's Quay, Dublin 2 no later than 48 hours before the time of the meeting. An emailed or faxed copy will be accepted and can be sent for the attention of Fidelma Burke at [fscompliance@matheson.com](mailto:fscompliance@matheson.com).
- (c) Unless otherwise instructed the proxy will vote as he/she thinks fit.
- (d) In the case of joint shareholders the signature of the first named shareholder will suffice.
- (e) If you wish to appoint a proxy of your choice delete the words "the Chairperson" and insert the name of the proxy you wish to appoint (who need not be a member of the Company).
- (f) The returning of a form of proxy duly completed will not prevent a member in the Company from attending and voting in person.
- (g) If you have subscribed through a distributor or other intermediary and your shares are held in their name, please contact your distributor or other intermediary if you wish to vote or appoint a proxy with respect to the annual general meeting and for information regarding the deadlines for doing so.

APPENDIX III

NEUBERGER BERMAN INVESTMENT FUNDS PUBLIC LIMITED COMPANY  
(THE "COMPANY")

LETTER OF REPRESENTATION

To: The Directors  
Neuberger Berman Investment Funds plc  
70 Sir John Rogerson's Quay, Dublin 2  
Ireland

Dear Sirs

We, \_\_\_\_\_,  
of \_\_\_\_\_

(the "**Company**") being a shareholder in Neuberger Berman Investment Funds plc hereby notify you that pursuant to a resolution of our board of directors, the chairperson of the shareholders' meeting to consider the ordinary and special resolutions, or (failing him/her), Philip Lovegrove of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), Dualta Counihan of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), Gavin Coleman of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), Jim Murphy of 70 Sir John Rogerson's Quay, Dublin 2 or (failing him), \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ has been appointed as the Company's representative to attend and vote on the Company's behalf at the annual general meeting of Neuberger Berman Investment Funds plc to be held at 70 Sir John Rogerson's Quay, Dublin 2, Ireland, on 15 September 2021, at the time set out in the notice dated 18 August 2021, or any adjournment thereof.

Such person so appointed shall be entitled to exercise the same powers at any such meeting in respect of our shares in Neuberger Berman Investment Funds plc as we could exercise if we were an individual shareholder and is empowered to sign any necessary consents in connection with any such annual general meeting, with respect to any ordinary and special business on behalf of the Company.

Signed \_\_\_\_\_  
Duly authorised officer  
For and on behalf of

\_\_\_\_\_  
Date