

**This document is important. If you are in any doubt as to the action you should take, you should consult your stockbroker, lawyer, accountant, tax adviser or other professional advisers.**

An application was made to the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) on 6 December 2023 for permission to list and deal in and for quotation of all the units of the Phillip-China Universal MSCI China A 50 Connect ETF (the “**Sub-Fund**”) which may be issued from time to time. The Sub-Fund has received a letter of eligibility from the SGX-ST for the listing and quotation of its units on the Main Board of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed in this prospectus (the “**Prospectus**”) or any of the reports referred to in this Prospectus. The Sub-Fund’s eligibility-to-list on the Main Board of the SGX-ST and admission to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Sub-Fund or of its respective units or of Phillip Capital Management (S) Ltd (the “**Manager**”). Acceptance of applications for the units of the Sub-Fund is conditional upon the issue of the units of the Sub-Fund and permission being granted to list them on the SGX-ST. In the event that such permission is not granted, the subscription amounts received will be returned to the investors (without any interest).

**See “Risk Factors” under paragraphs 6 and 7 of this Prospectus and see “Specific Risk Factors” under the relevant Appendix of each sub-fund of this Prospectus for a discussion of certain factors to be considered in connection with an investment in the sub-fund(s) of Phillip Growth Funds (the “Sub-Fund(s)”).**

**PHILLIP GROWTH FUNDS**

*a Singapore unit trust with the following sub-fund authorised under  
Section 286 of the Securities and Futures Act 2001*

**Phillip-China Universal MSCI China A 50 Connect ETF**

**PROSPECTUS**

**(Registered by the Monetary Authority of Singapore on 23 February 2024)**

**MANAGER**

**PHILLIP CAPITAL MANAGEMENT (S) LTD**

## PHILLIP GROWTH FUNDS

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## PRELIMINARY

This Prospectus has been prepared in connection with the offer in Singapore of units (“**Units**”) in the following Sub-Fund(s) of the Phillip Growth Funds (the “**Trust**”), an umbrella unit trust established under Singapore law by the deed of trust relating to the Trust dated 23 February 2024:

- Phillip-China Universal MSCI China A 50 Connect ETF.

The Directors of the Manager collectively and individually accept full responsibility for the accuracy of the information given in this Prospectus and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Prospectus constitutes full and true disclosure of all material facts about the Trust, the Sub-Fund(s) and the listing and quotation of the Units of the Sub-Fund(s), and the Directors are not aware of any facts the omission of which would make any statement in this Prospectus misleading. Where information in this Prospectus has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors of the Manager has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Prospectus in its proper form and context.

The collective investment scheme(s) offered in this Prospectus, the Sub-Fund(s), is an authorised scheme(s) under the Securities and Futures Act 2001 (the “**Securities and Futures Act**”). A copy of this Prospectus has been lodged with and registered by the Monetary Authority of Singapore (the “**MAS**”). The MAS assumes no responsibility for the contents of this Prospectus. Registration of this Prospectus with the MAS does not imply that the Securities and Futures Act, or any other legal or regulatory requirements have been complied with. The MAS has not, in any way, considered the investment merits of the Sub-Fund(s).

Applicants for Units should consult their financial advisers and take legal advice as appropriate as to whether any governmental or other consents are required, or other formalities need to be observed, to enable them to acquire Units and as to whether any taxation effects, foreign exchange restrictions or exchange control requirements are applicable.

Units are traded on SGX-ST at market prices throughout the trading day. Market prices for Units may, however, be different from their net asset value. Listing for quotation of the Units on the SGX-ST does not guarantee a liquid market for the Units.

The distribution of this Prospectus and the offering, subscription, purchase, sale or transfer of the Units in certain jurisdictions may be restricted by law. The Manager requires persons into whose possession this Prospectus comes to inform themselves about and to observe any such restrictions at their own expense and without liability to the Manager. This Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, any of the Units in any jurisdiction in which such offer or invitation would be unlawful. Persons to whom a copy of this Prospectus has been issued shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur.

### Restriction on U.S. Persons on subscribing to the Sub-Fund(s)

Persons to whom a copy of this Prospectus has been issued shall not circulate to any other person, reproduce or otherwise distribute this Prospectus or any information herein for any purpose whatsoever nor permit or cause the same to occur. In particular, please note that the Units have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) or any other applicable law of the United States. The Sub-Fund(s) have not been and will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended. The Units are being offered and sold outside

the United States to persons that are not “U.S. persons” (as defined in Regulation S promulgated under the U.S. Securities Act) in reliance on Regulation S promulgated under the U.S. Securities Act. The Units are not being offered or made available to U.S. persons and nothing in this Prospectus is directed to or is intended for U.S. persons.

For the purposes of the U.S. Securities Act, the term “U.S. person” means: (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. person; (iv) any trust of which any trustee is a U.S. person; (v) any agency or branch of a non-United States entity located in the United States; (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (viii) any partnership or corporation if (a) organized or incorporated under the laws of any non-United States jurisdiction and (b) formed by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by “accredited investors” (as defined in Regulation D promulgated under the U.S. Securities Act) who are not natural persons, estates or trusts.

For the purposes of the U.S. Securities Act, the term “U.S. person” does not include: (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual), resident in the United States; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if (a) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate and (b) the estate is governed by non-United States law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settler if the trust is revocable) is a U.S. person; (iv) an employee benefit plan established and administered in accordance with the law of a country other than the United States; (v) an agency or branch of a U.S. person located outside the United States if (a) the agency or branch operates for valid business reasons and (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, any other similar international organizations, and their respective agencies, affiliates and pension plans.

#### Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act (“**FATCA**”) includes provisions under which the Manager as a Foreign Financial institution (“**FFI**”) may be required to report to the U.S. Internal Revenue Service (“**IRS**”) certain information about Units held by U.S. persons for the purposes of FATCA and to collect additional identification information for this purpose.

The Trust and/or the Sub-Fund(s) are obliged to comply with the provisions of FATCA under the terms of the inter-governmental agreement (“**IGA**”) Model 1 signed between the U.S. Government and the Singapore Government and under the terms of Singapore legislation implementing the IGA.

Distributors and investors should note that it is the existing policy of the Manager that Units are not being offered or sold for the account of U.S. Persons and that subsequent transfers of Units to such U.S. Persons are prohibited. If Units are beneficially owned by such U.S. Person, the Manager or the Trustee may compulsorily redeem such Units. Investors should note that under the FATCA legislation, the definition of “Specified U.S. Persons” will include a wider range of investors than the current U.S. Person definition.

## Common Reporting Standard and Automatic Exchange of Information

Following the development by the Organisation for Economic Cooperation and Development (“**OECD**”) of a common reporting standard (“**CRS**”) to achieve a comprehensive and multilateral automatic exchange of information (“**AEOI**”), the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 (the “**CRS Regulations**”) have been promulgated to allow Singapore to implement the CRS with effect from 1 January 2017.

The CRS Regulations require certain Singapore financial institutions (as defined in the CRS Regulations) to identify financial asset holders and establish if they are resident for tax purposes in countries with which Singapore has a tax information sharing agreement. Singapore financial institutions will report financial account information of the asset holder to the Singapore tax authorities, which will thereafter automatically transfer this information to certain competent foreign tax authorities on a yearly basis.

Accordingly, the Manager and/or the Trustee will require investors to provide, amongst other things, information in relation to their identities and tax residences of their accounts (and the controlling persons, if any), account details, reporting entity, account balance/value and income/sale or redemption proceeds and any additional documentation or information, which will be reported to the Inland Revenue Authority of Singapore (“**IRAS**”) and the other relevant tax authorities for purposes of complying with FATCA, the CRS Regulations and any similar automatic exchange of tax information regimes.

## Data Protection

For the purposes of, and subject to the provisions in, the Personal Data Protection Act 2012 (“**PDPA**”) and its regulations, each investor consents and acknowledges that all personal data of the investor provided to the Trust, the Sub-Fund(s), the Manager, the Trustee or any delegate, agent or distributor appointed by the Manager or Trustee (including but not limited to the administrator, custodian, sub-custodians, registrar and any other third party service provider which may be applied), may be collected, used, disclosed or otherwise processed to enable each of the aforesaid entities to carry out their respective duties and obligations, or to enforce their respective rights and remedies, in connection with any investment by the investor into the Sub-Fund(s) or any law applicable to the respective parties.

All enquiries in relation to the Trust and Sub-Fund(s) should be directed to the Manager or any agent or distributor appointed by the Manager.

## **DEFINITIONS**

In this Prospectus, unless the context requires otherwise, the following expressions have the meanings set out below.

“Application” means an application by a Participating Dealer for the creation or redemption of Units, in accordance with the procedures for creation and redemption of Units set out in the Operating Guidelines, the relevant Participation Agreement and the terms of the Trust Deed.

“Application Basket” means, a portfolio of Index Securities fixed by the Manager at the start of business on the relevant Dealing Day and/or the cash equivalent of the Index Securities where applicable, and/or such other securities as may be approved by the Manager, for the purpose of the creation and redemption of Units in an Application Unit size, notified on the relevant date by the Manager in accordance with the Operating Guidelines for Applications.

“Application Basket Value” means the aggregate value of the Index Securities and/or the cash equivalent of the Index Securities where applicable and/or such other securities as may be approved by the Manager constituting the Application Basket at the Valuation Point on the relevant Dealing Day.

“Application Cancellation Fee” means the fee payable by a Participating Dealer, subject to the Participation Agreement, to the Sub-Fund in respect of a default, as set out in the Trust Deed, this Prospectus and the Operating Guidelines applicable at the time the relevant Creation Application or Redemption Application is made.

“Application Unit”, in relation to each Sub-Fund, means such number of Units of a Class or whole multiples thereof (if any) as specified in the relevant Appendix for a Sub-Fund or such other number of Units of a Class from time to time determined by the Manager with prior written notice to the Trustee and Participating Dealers, either generally or for a particular Class or Classes or for a particular period of time.

“associate” has the meaning ascribed to it in the listing manual of the SGX-ST.

“ATM” means automated teller machines.

“Business Day” means any day (other than a Saturday or Sunday) on which (i) commercial banks are open for business in Hong Kong, Singapore and the PRC, (ii) the SGX-ST and the SHSE are open for trading; and (iii) the Index is compiled and published, or any other day as the Manager and the Trustee may agree from time to time.

“Cancellation Compensation” means an amount payable by a Participating Dealer to the Sub-Fund(s) in respect of a default, as set out in the Trust Deed and the Operating Guidelines applicable at the time the relevant Creation Application or Redemption Application is made.

“Cash Component” means the difference between the aggregate Net Asset Value of the Units comprising an Application Unit and the Application Basket Value.

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC or any successor system operated by HKSCC or its successors.

“CDP” means The Central Depository (Pte) Limited or any successor thereof established by the SGX-ST as a depository company which operates a central depository system for the holding and transfer of book-entry securities.



“Class” means any one of the classes of Units which may be issued in respect of a Sub-Fund pursuant to the Trust Deed.

“Code” means the Code on Collective Investment Schemes issued by the MAS (as may be amended from time to time).

“Code Guidelines” means the investment and borrowing guidelines as set out in Appendix 1 of the Code and the guidelines for index funds as set out in Appendix 5 of the Code, as the same may be modified, amended, supplemented or revised by the MAS from time to time.

“Connected Person” has the meaning ascribed to it under the Securities and Futures Act, and the Listing Rules, and in relation to any firm, limited liability partnership, corporation or company (as the case may be) means:

- (a) another firm, limited liability partnership or corporation in which the first mentioned firm, limited liability partnership or corporation has control of not less than 20 per cent. of the voting power in that other firm, limited liability partnership or corporation; or
- (b) a director, chief executive officer or substantial shareholder or controlling shareholder of the company or any of its subsidiaries or an associate of any of them.

“Creation Application” means an application by a Participating Dealer for the creation and issue of Units in an Application Unit size in accordance with the relevant procedures set out in the Trust Deed and the Operating Guidelines.

“CSDCC” means the China Securities Depository and Clearing Corporation Limited

“CSRC” means the China Securities Regulatory Commission.

“Custodian” means BNP Paribas, acting through its Singapore Branch or its successors.

“Dealing Day” means each Business Day during the continuance of the relevant Sub-Fund, and/or such other day or days as the Manager may from time to time determine with the prior approval of the Trustee either generally or for a particular Class or Classes of Units.

“Dealing Deadline” in relation to any Dealing Day, means such time or times as the Manager may from time to time with the prior approval of the Trustee determine generally or for a particular Class or Classes of Units of a Sub-Fund.

“Deposited Property” means all the assets (including cash, if any), received or receivable by the Trustee, for the time being held or deemed to be held upon the trusts and subject to the terms of the Trust Deed (or if the context so requires, the part thereof attributable to the relevant Sub-Fund) but excluding any amount for the time being standing to the credit of the Distribution Account of such Sub-Fund.

“Duties and Charges” means, in relation to any particular transaction or dealing, all stamp and other duties, taxes, government charges, brokerage fees, bank charges, transfer fees, registration fees, transaction levies and other duties and charges whether in connection with the constitution of the Deposited Property or the increase or decrease of the Deposited Property or the creation, issue, transfer, cancellation or redemption of Units or the acquisition or disposal of Securities or otherwise which may have become or may be payable in respect of, and whether prior to, upon or after the occasion of, any transaction or dealing and including but not limited to, in relation to an issue of Units or redemption of Units, a charge (if any) of such amount or at such rate as determined by the Manager to be made for the purpose of (i) compensating or reimbursing the

Trust and/or the Sub-Funds for the difference between (a) the prices used when valuing the Securities of the Deposited Property for the purpose of such issue or redemption of Units and (b) (in the case of an issue of Units) the prices which would be used when acquiring the same Securities if they were acquired by the Trust and/or the Sub-Funds with the amount of cash received by the Trust and/or the Sub-Funds upon such issue of Units and (in the case of a redemption of Units) the prices which would be used when selling the same Securities if they were sold by the Trust and/or the Sub-Funds in order to realise the amount of cash required to be paid out of the Deposited Property upon such redemption of Units and (ii) preventing the Net Asset Value of the Trust and/or the Sub-Funds from being diluted by the high transactional costs which would be incurred by the Trust and/or the Sub-Funds in connection with a large or significant Creation Application or Redemption Application.

“Excluded Investment Product” means any capital markets product that belongs to a class of capital markets products listed in the Schedule to the Securities and Futures (Capital Markets Products) Regulations 2018, issued by the MAS (as may be amended from time to time).

“Extension Fee” means the fee payable by a Participating Dealer, subject to the Participation Agreement, to the Sub-Fund on each occasion that the Manager, upon a Participating Dealer’s request, grants the Participating Dealer an extended settlement in respect of a Creation Application or Redemption Application.

“Feeder Fund” means a Sub-Fund which invests all or substantially all of its investments which are units or sub-units or participations in one underlying fund or underlying collective investment scheme and whose investment policy is the same or substantially the same as such Sub-Fund.

“HKSCC” means the Hong Kong Securities Clearing Company Limited or its successors.

“Holder” means a person for the time being entered on the Register as the holder of Units including, where the context so admits as applicable, Joint Holders (as defined in the Trust Deed) so registered, except that where the registered holder is the CDP, the term “Holder” shall, in relation to Units registered in the name of the CDP mean, where the context requires or so admits as applicable, the Depositor and Joint Depositors (both as defined in the Trust Deed).

“Index” means the index against which a Sub-Fund may be benchmarked or may otherwise be referenced as set out in the relevant Appendix.

“Index Provider” means the entity which compiles and maintains the Index as set out in the relevant Appendix.

“Index Securities” means Securities of those companies which are at the relevant time the constituent companies of the Index, any Securities used to track the performance of such Securities constituting the Index at the relevant time or such other Securities designated by the Manager.

“Insolvency Event” occurs in relation to a person where (i) an order has been made or an effective resolution passed for the liquidation or bankruptcy of the person; (ii) a receiver or similar officer has been appointed in respect of the person or of any of the person’s assets or the person becomes subject to an administration order, (iii) the person enters into an arrangement with one or more of its creditors or is deemed to be unable to pay its debts, (iv) the person ceases or threatens to cease to carry on its business or substantially the whole of its business or makes or threatens to make any material alteration to the nature of its business, or (v) the Manager in good faith believes that any of the above is likely to occur.

“Issue Price” means in respect of each Sub-Fund (or Class), the price at which Units in that Sub-Fund (or Class) may be issued, determined in accordance with the Trust Deed.

“Listing Rules” means the listing rules issued by the SGX-ST applicable to the listing of each Sub-Fund as an investment fund on the SGX-ST (as amended or supplemented from time to time).

“Manager” means Phillip Capital Management (S) Ltd or such other person or persons for the time being duly appointed as manager or managers of the Trust in succession thereto in accordance with the Trust Deed.

“Market” means in relation to any Security, the SGX-ST or such other stock exchange from time to time determined by the Manager and any over-the-counter transaction conducted in any part of the world and in relation to any Security shall be deemed to include any bilateral agreement with a responsible firm, corporation or association in any country in any part of the world dealing in the Security which the Manager may from time to time elect.

“MAS” means the Monetary Authority of Singapore or its successors.

“MOF” means the PRC (as defined in paragraph 35.2 of this Prospectus) Ministry of Finance.

“Net Asset Value” means the net asset value of a Sub-Fund or, as the context may require, the net asset value of a Unit of a Sub-Fund (or Class thereof) calculated pursuant to the Trust Deed.

“Operating Guidelines” means, in respect of a Sub-Fund, the guidelines for the creation and redemption of Units of a Class as set out in the schedule to each Participation Agreement as may be amended, restated or supplemented from time to time by the Manager or the Trustee with the written approval of the other and following consultation, to the extent reasonably practicable, with the relevant Participating Dealers, including without limitation, the procedures for creation and redemption of Units subject always, in respect of the relevant Operating Guidelines for a Participating Dealer, to any amendment being notified in writing by the Manager in advance to the Participating Dealer. Unless otherwise specified, references to the Operating Guidelines shall be to the Operating Guidelines for the relevant Sub-Fund applicable at the time of the relevant Application.

“Participating Dealer” means a broker or dealer who has entered into a Participation Agreement in form and substance acceptable to the Manager and the Trustee.

“Participation Agreement” means an agreement entered into between the Trustee, the Manager and a Participating Dealer setting out, amongst other things, the arrangements in respect of the Applications.

“Permissible Investment” means such investment as may be permitted to be made by a Sub-Fund under the Code, (where applicable) the CPF Investment Guidelines and (for so long as Units of a Sub-Fund are Excluded Investment Products and Prescribed Capital Markets Products) the Securities and Futures (Capital Markets Products) Regulations 2018, or as may be permitted to invest in, by the MAS.

“PRC” means People’s Republic of China.

“PRC Broker” means brokers in the PRC appointed by the Manager for the purposes of buying and selling onshore securities in the PRC invested into by the Sub-Fund.

“PRC Custodian” means, in the context of the Phillip-China Universal MSCI China A 50 Connect ETF, BNP Paribas (China) Limited.

“PRC Participation Agreement” means, in the context of the Phillip-China Universal MSCI China A 50 Connect ETF, the participation agreement entered into amongst the Manager, the Trustee, the Custodian and the PRC Custodian, as amended from time to time.

“Prescribed Capital Markets Product” means any capital markets product that belongs to a class of capital markets products listed in the Schedule to the Securities and Futures (Capital Markets Products) Regulations 2018, as the same may be modified, amended or revised from time to time.

“QFI” means a qualified foreign institutional investor approved pursuant to the relevant PRC regulations (as amended from time to time).

“QFI Regulations” means the laws and regulations governing the establishment and operation of the QFI regime in the PRC (as amended from time to time).

“Recognised Stock Exchange” means an international stock exchange which is approved by the Manager.

“Redemption Application” means an application by a Participating Dealer for the redemption of Units in Application Unit size in accordance with the Operating Guidelines and the Trust Deed.

“Redemption Value” means, in respect of a Unit of a Sub-Fund, the price per Unit at which such Unit is redeemed, calculated in accordance with the Trust Deed.

“Register” means, in respect of each Sub-Fund, the register of Holders to be kept in accordance with the Trust Deed.

“Registrar” means BNP Paribas, acting through its Singapore Branch or such person as may from time to time be appointed by the Trustee as registrar in respect of each Sub-Fund pursuant to the Trust Deed to keep and maintain the Register.

“RMB” means Renminbi Yuan, the lawful currency of the PRC.

“SAFE” means the State Administration of Foreign Exchange of the PRC.

“Securities Account” means a securities account or sub-account maintained by a Depositor with the CDP.

“Securities and Futures Act” means the Securities and Futures Act 2001 (as may be amended or supplemented from time to time).

“Security(ies)” means any shares, stocks, debentures, loan stocks, bonds, securities, commercial paper, acceptances, trade bills, warrants, participation notes, certificates, units, interest or participations in a collective investment scheme or fund, structured products, treasury bills, instruments or notes of, or issued by or under the guarantee of, any body, whether incorporated or unincorporated, and whether listed or unlisted, or of any government or local government authority or supranational body, whether paying interest or dividends or not and whether fully-paid, partly paid or nil paid and includes (without prejudice to the generality of the foregoing):-

- (A) any right, option or interest (howsoever described) in or in respect of any of the foregoing, including units in any Unit Trust;
- (B) any certificate of interest or participation in, or temporary or interim certificate for, receipt for or warrant to subscribe or purchase, any of the foregoing;
- (C) any instrument commonly known or recognised as a security (including but not limited to futures, options, forwards, contract for differences, extended settlement contracts, swaps or swap options);
- (D) any receipt or other certificate or document evidencing the deposit of a sum of money, or any rights

or interests arising under any such receipt, certificate or document; and

(E) any bill of exchange and any promissory note,

provided that each of such Security falling within paragraphs (A) to (E) of this definition shall be a Permissible Investment under the Code.

“SEHK” means the Stock Exchange of Hong Kong Limited or its successors.

“Settlement Day” means such Business Days in respect of the relevant Dealing Day as determined by the Manager in consultation with the Trustee from time to time and notified to the relevant Participating Dealers, either generally or for a particular Class or Classes of Units.

“SGX-ST” means the Singapore Exchange Securities Trading Limited or its successors.

“SHSE” means the Shanghai Stock Exchange or its successors.

“Singapore dollar”, “SGD” or “S\$” means the lawful currency for the time being and from time to time of Singapore.

“STA” means the PRC (as defined in paragraph 35.2 of this Prospectus) State Taxation Administration.

“Stock Connect” means the securities trading and clearing linked program developed by the Hong Kong Exchanges and Clearing Limited, the SHSE, the SZSE and CSDCC, with the aim of achieving mutual stock market access between PRC and Hong Kong. It comprises of the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect.

“SZSE” means the Shenzhen Stock Exchange or its successor.

“Transaction Fee” means the fee, in respect of a Sub-Fund, payable by the Participating Dealer, subject to the Participation Agreement, to the Sub-Fund on each Application made by the relevant Participating Dealer.

“Trust Deed” means the deed of trust constituting the Trust dated 23 February 2024 between the Manager and the Trustee, as may be amended, supplemented and restated from time to time.

“Trustee” means BNP Paribas Trust Services Singapore Limited or such other person or persons for the time being duly appointed as trustee or trustees hereof in succession thereto under the provisions of the Trust Deed.

“Unauthorised US Person” means (i) a US person within the meaning of Rule 902 of the U.S. Securities Act of 1933, as amended, (ii) a US resident within the meaning of the United States Investment Company Act of 1940, as amended, or (iii) any person that would not qualify as a Non-United States person within the meaning of United States Commodity Futures Trading Commission Rule 4.7(a)(1)(iv).

“Underlying Fund” means, in the context of the Phillip-China Universal MSCI China A 50 Connect ETF, the CUAM MSCI China A50 Connect Exchange Traded Fund.

“Underlying Fund Contract” means the fund contract relating to the Underlying Fund entered into between the Underlying Fund Manager, the Underlying Fund Custodian and the Underlying Fund shareholders, as the same may be amended from time to time.

“Underlying Fund Custodian” means, in the context of the Phillip-China Universal MSCI China A 50 Connect ETF, Bank of Communications Co., Ltd..

“Underlying Fund Manager” means, in the context of the Phillip-China Universal MSCI China A 50 Connect ETF, China Universal Asset Management Co., Ltd..

“Unit” means a unit in a Class or Sub-Fund representing a certain number or fraction (including irregular fractions) of undivided shares in the Deposited Property attributable to a Sub-Fund which number shall be capable of variation (as between the Classes) in accordance with the provisions of the Trust Deed.

“Unit Trust” means any arrangement whose units are not quoted, made for the purpose, or having the effect, of providing facilities for the participation by persons, as beneficiaries under a trust, in profits or income arising from the acquisition, holding, management or disposal of Securities or any other property whatsoever or in respect of any such arrangement which offers more than one class of units to participating persons (each representing a separate portfolio acquiring, holding, managing or disposing as aforesaid) means each such class of units.

“US dollar”, “USD” or “US\$” means the lawful currency for the time being and from time to time of the United States of America.

“Valuation Point” in respect of each Sub-Fund, means the official close of trading on the Market on which the Index Securities are listed on each Dealing Day or if more than one such Market, the official close of trading on the last relevant Market to close or such other time or times as determined by the Manager with the prior approval of the Trustee who shall determine if the Holders should be informed of such change provided that there shall always be a Valuation Point on each Dealing Day other than where there is a suspension of the creation and redemption of Units.

*Unless otherwise stated, all terms not defined in this Prospectus have the same meanings as used in the Trust Deed.*

## **1. PHILLIP GROWTH FUNDS**

The Trust is a Singapore umbrella unit trust constituted under Singapore law and established by way of a deed of trust dated 23 February 2024 (the “**Trust Deed**”). The Trust currently has 1 Sub-Fund established under it, namely the Phillip-China Universal MSCI China A 50 Connect ETF. The parties to the Trust Deed are Phillip Capital Management (S) Ltd, as the manager (the “**Manager**”) and BNP Paribas Trust Services Singapore Limited, as the trustee (the “**Trustee**”). A copy of the Trust Deed is available for inspection by Holders and potential investors at the registered office of the Manager during usual business hours. Unless expressly provided for in the Trust Deed or allowed under applicable laws, the assets of the Trust and/or the Sub-Fund(s) shall at all times belong to the Trust and/or the Sub-Fund(s) and be segregated from the assets of the Trustee, and shall not be used to discharge the liabilities of or claims against the Trustee or any other fund for which the Trustee acts as trustee.

Investors should note that the Sub-Fund(s) differ from a typical unit trust offered in Singapore. The Units of a Sub-Fund are listed on the SGX-ST and trade like any other security listed on the SGX-ST. Only Participating Dealers may purchase or redeem Units directly from the Sub-Fund at the Net Asset Value. All other investors may purchase and sell Units in the Sub-Fund on the SGX-ST or through a Participating Dealer, subject to such terms and conditions as may be imposed by the Participating Dealer.

The Manager may select other stock exchanges in addition to the SGX-ST, for the listing of the Units of each Sub-Fund, as it may determine from time to time after consultation with SGX-ST.

## **2. REGISTRATION AND EXPIRY DATE**

The date of registration of this Prospectus by the MAS is 23 February 2024. This Prospectus shall be valid for a period of 12 months after the date of registration and shall expire on 23 February 2025.

## **3. INVESTMENT OBJECTIVE**

The investment objective of the Trust is to comprise of one or more collective investment schemes, each with the aim of providing income, achieving capital appreciation and/or capital preservation, and/or maintaining liquidity, through investing in transferable securities, other collective investment schemes, financial derivative instruments and/or such other products or instruments as may be determined by the Manager in consultation with the Trustee and in accordance with applicable law and the Code.

The investment objective of each Sub-Fund is stated in the relevant Appendix.

## **4. INVESTMENT POLICY OF THE SUB-FUND(S)**

### **4.1 Investment Approach**

The investment approach of each Sub-Fund is stated in the relevant Appendix.

### **4.2 Investment Strategy**

In managing a Sub-Fund, the Manager may adopt either a Replication Strategy or Representative Sampling Strategy (both as described below). The Manager may swap between the two strategies, without prior notice to investors, in its absolute discretion as often as it believes appropriate in order to achieve the investment objective of the relevant Sub-Fund.

(a) Replication Strategy

Using a Replication Strategy, a Sub-Fund will invest in substantially all the Index Securities in substantially the same weightings (i.e. proportions) as the Index. This may result in a situation where the Application Basket may comprise of odd lots of the Index Securities. For purposes of tracking the Index closely, the Manager may, from time to time, adjust the number of odd lots of Index Securities in each Application Basket. However, if the Manager believes that a Replication Strategy is not the most efficient means to track the Index, the Manager may decide to adopt a Representative Sampling Strategy instead.

(b) Representative Sampling Strategy

Using a Representative Sampling Strategy, the Sub-Fund will hold a representative sample of a portfolio of Securities selected by the Manager using quantitative analytical models in a technique known as “portfolio sampling”. Where a Representative Sampling Strategy is employed, Securities that are not constituents of the Index may be held by the Sub-Fund. Such Securities will be expected to have a high level of correlation or a similar valuation or market capitalisation as the relevant Index Securities. The Manager will seek to construct the portfolio of the Sub-Fund such that, in the aggregate, its capitalisation, industry and fundamental investment characteristics perform like those of the Index.

The Investment strategy of each Sub-Fund is stated in the relevant Appendix.

## **5. INVESTMENT RESTRICTIONS AND BORROWING POLICY**

Each Sub-Fund is subject to the investment guidelines, restrictions and borrowing limits set out in the Code, which guidelines, restrictions and borrowing limits may be amended from time to time by the MAS. For so long as the Units are Excluded Investment Products and Prescribed Capital Markets Products, the Sub-Fund will not invest in any product or engage in any transaction which may cause the Units not to be regarded as Excluded Investment Products and Prescribed Capital Markets Products (unless otherwise permitted by the MAS).

The Phillip-China Universal MSCI China A 50 Connect ETF will comply with the requirements of the Circular No. CFC 03/2002 Guidance on Requirements that are Applicable to Exchange Traded Funds Participating in the SZSE-SGX and SHSE-SGX ETF Links issued by the MAS.

Subject to the Code and to the provisions of the Trust Deed, the Trustee may at any time on the written instructions of the Manager make and vary arrangements for the borrowing (including entering into overdraft facilities) by the Trustee for the account of any Sub-Fund of any currency for the purpose of meeting redemptions and bridging requirements or such other purposes as permitted by the Code.

The Manager may from time to time formulate such other investment and borrowing restrictions to apply to the Sub-Fund, as it may in its sole discretion think fit, subject to the investment guidelines, restrictions and borrowing limits set out in the Code.

To the extent that Units of a Sub-Fund are classified as Excluded Investment Products and Prescribed Capital Markets Products, the Manager may engage in securities lending or repurchase transactions for the Sub-Fund, where such securities lending or repurchase transactions are carried out solely for the purpose of efficient portfolio management and do not amount to more than 50% of the Net Asset Value of the Sub-Fund, and is in line with the Securities and Futures (Capital Markets Products) Regulations 2018 issued by the MAS (as may be amended from time to time). Any securities lending or repurchase transactions which the Manager may engage in will be in accordance with Appendix 1 of the Code.



## **6. RISK FACTORS**

*The Sub-Fund(s) is subject to the following principal risks. The market price of Units and the Net Asset Value per Unit may fall or rise. There can be no assurance that you will achieve a return on your investments in the Units or a return on capital invested. Some or all of the following risks may adversely affect a Sub-Fund's Net Asset Value, yield, total return and/or its ability to achieve its investment objective. Investors should note the following risk factors associated with investing in the Sub-Fund(s). The following statements are intended to be summaries of some of those risks. They are by no means exhaustive and they do not offer advice on the suitability of investing in the Sub-Fund(s). Investors should carefully consider the risk factors described below together with all of the other information included in this Prospectus before deciding whether to invest in Units of the Sub-Fund(s). You should be aware that an investment in the Sub-Fund(s) may be exposed to other risks of an exceptional nature from time to time.*

### **6.1 Investment Objective Risk**

There is no assurance that the investment objective of a Sub-Fund will be achieved. Whilst the Manager will implement strategies it believes are appropriate for the investment objective of each Sub-Fund, there can be no assurance that these strategies will be successful. It is possible that an investor may lose a substantial proportion or all of his/her investment in a Sub-Fund. As a result, each investor should carefully consider whether he/she can afford to bear the risks of investing in the relevant Sub-Fund.

### **6.2 Market Risk**

The Net Asset Value of the Units of each Sub-Fund will fluctuate with changes in the market value of the Securities held by the Sub-Fund. The price of Units and the income from them may go down as well as up. Investors may not get back their original investment. The capital return and income of a Sub-Fund is based on the capital appreciation and income of the Securities that it holds, less expenses incurred. A Sub-Fund's return may fluctuate in response to changes in such capital appreciation or income. Furthermore, each Sub-Fund may experience volatility and decline in response to changes in the relevant Index. Investors in a Sub-Fund are exposed to the same risks that investors who invest directly in the underlying Securities would face. These risks include, for example, interest rate risks (risks of falling portfolio values in a rising interest rate market); income risks (risks of falling incomes from a portfolio); and credit risk (risk of a default by the underlying issuer of a Security that forms part of the Index).

### **6.3 Passive Investment Risk**

A Sub-Fund which tracks an Index is not actively managed. Accordingly, such Sub-Fund may be affected by changes in the market segments relating to the relevant Index. The Manager does not attempt to select Securities individually or to take defensive positions when the Index moves in an unfavourable direction. In such circumstances investors may lose a significant part of their investments. Each Sub-Fund invests (either directly or indirectly) in the Securities included in or representative of the relevant Index regardless of their investment merit, except to the extent of any Representative Sampling Strategy. Investors should note that the lack of discretion on the part of the Manager to adapt to market changes due to the passive investment nature of the Sub-Fund will mean that falls in the Index in the case of Sub-Fund tracking the performance of the Index are expected to result in corresponding falls in the value of the Sub-Fund, and investors may lose substantially all of their investment.

#### **6.4 Tracking Error Risk**

In the case of a Sub-Fund which tracks an Index, factors such as fees and expenses of a Sub-Fund, imperfect correlation between a Sub-Fund's assets and the Index Securities, changes to the Index and regulatory policies may affect the Manager's ability to achieve close correlation with the performance of the relevant Index. A Sub-Fund's returns may therefore deviate from the relevant Index and there is no assurance that the Sub-Fund will be able to fully track the performance of the relevant Index. A Replication Strategy may be adopted to minimise tracking error, by investing a Sub-Fund's assets in substantially the same weightings as the relevant Index. A Sub-Fund may invest in Securities which are not constituents of the relevant Index by using the Representative Sampling Strategy. The Manager will endeavour to manage the tracking error if the Representative Sampling Strategy is used.

#### **6.5 Concentration Risk**

A Sub-Fund which tracks the performance of a single geographical region may be subject to concentration risk. Such a Sub-Fund is likely to be more volatile than a broad-based fund, such as a global or regional equity fund, as it is more susceptible to fluctuations in value resulting from adverse conditions in the relevant region.

#### **6.6 Foreign Exchange Risk**

An investment in a Sub-Fund may directly or indirectly involve exchange rate risk. The Index Securities or the Securities of a Sub-Fund may be denominated in currencies other than the base currency of the Sub-Fund. Fluctuations in the exchange rates between such currencies and the base currency may have an adverse impact on the performance of the Sub-Fund. The Manager reserves the discretion to determine if currency exposure should be hedged actively, passively or not at all, in the best interest of each Sub-Fund.

In addition, if the base currency of a Sub-Fund is not denominated in SGD, foreign currency exchange rate movements may affect the returns to investors in Singapore and investors may be exposed to exchange rate risks.

#### **6.7 Units may trade at prices other than at Net Asset Value**

The Net Asset Value of a Sub-Fund represents the fair price for buying or selling Units. As with any listed fund, the secondary market price of Units may sometimes trade above or below this Net Asset Value. There is a risk, therefore, that Holders may not be able to buy or sell at a price close to this Net Asset Value. The deviation from Net Asset Value is dependent on a number of factors, but will be accentuated when there is a large imbalance between market supply and demand for Units on the SGX-ST. However, given that the Units can be created and redeemed in an Application Unit size by Participating Dealers, as applicable, it is not anticipated that large discounts or premiums will be sustained.

#### **6.8 Absence of prior Active Market**

Although an application has been made for the Units of a Sub-Fund to be listed for trading on the SGX-ST, there can be no assurance that an active trading market will be developed or be maintained. There is no certain basis for predicting the actual price levels at, or sizes in, which the Units may trade.

## **6.9 Creation and Redemption through Participating Dealers**

Investors may generally not create or redeem Units directly with the Manager and in any event can only create or redeem Units through Participating Dealers if investors are clients of the relevant Participating Dealer. Units will normally only be issued or redeemed in an Application Unit size, as specified in the relevant Appendix. The Participating Dealers are under no obligation to agree to do so on behalf of any investor and may impose terms and conditions in connection with such creation or redemption orders from investors. Each Participating Dealer may, in its absolute discretion, refuse to accept a creation order from an investor and can charge such fees as it may determine. The willingness of a Participating Dealer to redeem Units may depend upon, but is not limited to, that Participating Dealer's ability to sell the relevant Units as well as any agreement which may be reached between the investor and the Participating Dealer. The Participating Dealer will not be able to create or redeem Units during any period when, amongst other things, dealings on the SGX-ST are restricted or suspended, settlement or clearing of securities through the CDP is disrupted or the Index is not compiled or published. In addition, the Participating Dealer will not be able to create or redeem Units if some other event occurs which impedes the calculation of the Net Asset Value of the Sub-Fund or disposal of the Sub-Fund's Securities cannot be effected.

## **6.10 Trading in Units on the SGX-ST may be suspended or delisted**

Investors will not be able to purchase or sell Units on the SGX-ST during any period when the SGX-ST suspends trading in the Units. The SGX-ST may suspend the trading of Units whenever, amongst other factors, the SGX-ST determines that it is necessary or expedient in the interest of maintaining a fair, orderly and transparent market. The creation and redemption of Units may also be suspended in the event that the trading of Units on the SGX-ST is suspended. The SGX-ST imposes certain requirements for the continued listing of securities, including the Units, on the SGX-ST. Investors cannot be assured that the Sub-Fund(s) will continue to meet the requirements necessary to maintain the listing of Units on the SGX-ST or that the SGX-ST will not change the listing requirements. The Sub-Fund(s) may be terminated if Units are delisted from the SGX-ST or if the CDP is no longer able to act as the depository for the Units listed on the SGX-ST. Dealings of Units on the SGX-ST may not necessarily be suspended in the event that the creation and redemption of Units is temporarily suspended by the Manager in accordance with the terms of the Trust Deed. If the creation and redemption of Units is temporarily suspended, the trading price of the Units may be adversely affected and differ from the Net Asset Value of the Sub-Fund(s).

## **6.11 The Sub-Fund(s) is not a typical fund**

Investors should note that the Sub-Fund(s) is not like the typical funds offered to the public in Singapore. Units may only be created and redeemed in an Application Unit size by Participating Dealers and Units may not be subscribed for, or redeemed, directly by investors. For so long as the Units are listed for quotation on the SGX-ST, investors shall have no right to request the Manager to redeem or purchase their Units. Participating Dealers will not be able to create or redeem Units during any period when, amongst other things, dealings on the SGX-ST are restricted or suspended, settlement or clearing of securities in CDP is disrupted or the Index is not compiled or published. Investors may generally only realise the value of their Units by selling their Units on the SGX-ST or through Participating Dealers. These features are not usually present in a typical fund offered to investors in Singapore, where units/interests can generally be purchased and redeemed directly with a manager or its approved distributors.

## **6.12 Risks related to Borrowings by a Sub-Fund**

Subject to the Code, the Manager may pledge the assets of a Sub-Fund if the lender requires security to be provided in connection with any borrowings by the Manager for the account of the Sub-Fund. In the event

that the Sub-Fund is unable to repay the principal or interest on such borrowing, the pledged assets may be disposed of by the lender. If the price received by the lender is insufficient to satisfy the outstanding due to the lender in full, the Sub-Fund may have to dispose of its investments to raise cash for payment of the shortfall to the lender. There may be an adverse effect on the Net Asset Value of the Sub-Fund if such disposal is effected during any period when general market conditions are unfavourable.

### **6.13 Derivatives Risk**

(a) Use of financial derivative instruments (“FDIs”)

The Manager may use or invest in FDIs on behalf of a Sub-Fund in accordance with the Securities and Futures (Capital Markets Products) Regulations 2018 (to the extent that Units of a Sub-Fund are Excluded Investment Products and Prescribed Capital Markets Products) and Appendix 1 of the Code. Such FDIs may include, but are not limited to futures, options, warrants, forwards, contract for differences, extended settlement contracts, swaps or swap options. Subject to the Securities and Futures (Capital Markets Products) Regulations 2018 (to the extent that Units of a Sub-Fund are Excluded Investment Products and Prescribed Capital Markets Products), the Manager may use or invest in FDIs on behalf of a Sub-Fund for the purposes of hedging and/or efficient portfolio management.

(b) Risks associated with the use of FDIs

While the judicious use of FDIs can be beneficial, the ability to use such instruments successfully depends on the Manager’s ability to accurately predict movements in stock prices, interest rates, currency exchange rates or other economic factors and the availability of liquid markets. If the Manager’s predictions are wrong, or if the FDIs do not work as anticipated, the Sub-Fund could suffer greater losses than if the Sub-Fund had not used such FDIs.

In addition to the inherent risks of investing in FDIs, a Sub-Fund will also be exposed to credit risk on the counterparties with which it trades, particularly in relation to FDIs that are not traded on a recognised market. Such instruments are not afforded the same protection as may be afforded to participants trading such FDIs on a recognised market, such as the performance guarantee of an exchange clearing house. The Sub-Fund may be subject to the possibility of insolvency, bankruptcy or default of a counterparty with which that Sub-Fund trades, which could result in substantial losses to the Sub-Fund.

Investments in derivatives may require the deposit of initial margin and additional deposit of margin on short notice if the market moves against the investment positions. If no provision is made for the required margin within the prescribed time, the Sub-Fund’s investments may be liquidated at a loss. In cases of FDIs which are derivatives on commodities, such transactions shall be settled in cash at all times.

(c) Exposure to FDIs

The Manager confirms that the global exposure of each Sub-Fund to FDIs or embedded FDIs will not exceed 100% of the net asset value of the Sub-Fund. Such exposure would be calculated using an approach as specified in the relevant Appendix.

(d) Risk Management Process and Compliance Controls

In the event the Manager uses FDIs on behalf of a Sub-Fund, it is of the view that it has the necessary expertise to control and manage the risks relating to the use of FDIs. The Manager will ensure that the risk management and compliance procedures and controls adopted are adequate and have been or will be implemented and that they have the necessary expertise to control and manage the risks relating to the use of FDIs.

#### **6.14 Taxation Risk**

Investing in a Sub-Fund may have tax implications for a Holder depending on the particular circumstances of each Holder. Prospective investors are strongly urged to consult their own tax advisers and counsel on the possible tax consequences with respect to an investment in the Sub-Fund. Such tax consequences may differ in respect of different investors.

#### **6.15 Securities Lending or Repurchase Transactions Risk**

Securities lending or repurchase transaction involve counterparty risk, credit risk, liquidity risk, sufficiency of collateral risk, collateral investment risk, delivery risk and operational risk, as described below:

(a) Counterparty risk

A counterparty to such securities lending or repurchase transaction may default on its obligations by being insolvent or otherwise being unable to complete a transaction.

(b) Liquidity risk

A counterparty may not be able to settle its obligations under such securities lending or repurchase transaction for the full value when it is due but would be able to settle on some unspecified date thereafter. This may affect the ability of a Sub-Fund to meet its redemption obligations and other payment commitments.

(c) Sufficiency of collateral risk

Following a default by a counterparty, a Sub-Fund can sell its collateral in the market to raise funds to replace the lent securities. It will suffer a loss if the value of the collateral securities falls relative to the lent securities.

(d) Collateral investment risk

The value of the securities in which the Manager invests the cash collateral may decline due to fluctuations in interest rates or other market-related events.

(e) Delivery risk

Delivery risk occurs both when securities have been lent and collateral has not been received at the same time or prior to the loan, and when collateral is being returned but the loan has not been received.

(f) Operational risk

The custodian or the lending agent may not administer the program as agreed. This includes the failure to mark to market the collateralisation levels, call for additional margin or to return excess margin and to post corporate actions and income including all economic benefits of ownership.

## **6.16 Liquidity Risk**

Trading volumes in the underlying investments of a Sub-Fund may fluctuate significantly depending on market sentiment. There is a risk that investments made by a Sub-Fund may become less liquid in response to market developments, adverse investor perceptions or regulatory and government intervention (including the possibility of widespread trading suspensions implemented by domestic regulators). In extreme market conditions, there may be no willing buyer for an investment and so that investment cannot be readily sold at the desired time or price, and consequently the relevant Sub-Fund may have to accept a lower price to sell the relevant investment or may not be able to sell the investment at all. An inability to sell a particular investment or portion of a Sub-Fund's assets can have a negative impact on the value of the relevant Sub-Fund or prevent the relevant Sub-Fund from being able to take advantage of other investment opportunities.

The Manager has established liquidity risk management policies which enable it to identify, monitor and manage the liquidity risks of the Sub-Fund(s). Such policies, combined with the liquidity management tools available, seeks to achieve fair treatment of Holders and safeguard the interests of remaining Holders against the redemption behaviour of other investors and mitigate against systemic risk.

The Manager's liquidity risk management policies take into account the relevant Sub-Fund's liquidity terms, asset class, liquidity tools and regulatory requirements.

The liquidity risk management tools available to manage liquidity risk include the following:

- (a) a Sub-Fund may borrow up to 10 per cent of the latest available Net Asset Value of the relevant Sub-Fund (or such other percentage as may be prescribed by the Code) at the time the borrowing is incurred and the borrowing period should not exceed one month provided always and subject to the borrowing restrictions in the Code;
- (b) the Manager may pursuant to the Trust Deed and subject to the provisions of the Code, suspend the redemption of Units of the relevant Class or Sub-Fund, and/or delay the payment of any monies and transfer of any Securities in respect of any Redemption Application; and
- (c) the Manager may reduce the redemption requests rateably and pro rata amongst all Holders seeking to redeem Units on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 10 per cent (or such higher percentage as the Manager may determine in respect of a Sub-Fund) of the Units of the relevant Class or Sub-Fund then in issue.

## **7. RISK FACTORS RELATING TO THE INDICES**

### **7.1 Errors or inaccuracies in the Index**

There may be inaccuracies, errors, omissions or mistakes in the compilation or calculation of the Index, which may result in significant deviations between the Net Asset Value of the Units and the Index. The Manager

and the Trustee are not responsible or involved in the compilation or calculation of the Index, and thus cannot be held responsible or liable for any inaccuracies, errors, omissions or mistakes in such compilation or calculation. The computation of the Index may be inaccurate or incomplete if, amongst other factors, the information received by the Index provider from the Market on which an Index Security has its primary listing is inaccurate or incomplete. Examples of types of errors which may occur include:

- (a) the closing price of an Index Security on a given day being incorrect;
- (b) a missed corporate event;
- (c) a missed Index methodology event (deviation from what is stated in the methodology document for the Index); and
- (d) a late announcement in respect of an Index Security.

## **7.2 Index is subject to fluctuations**

The performance of the Units should correspond closely with the performance of the Index. The Index may experience periods of volatility in the future. If the Index experiences volatility or declines, the price of the Units will vary or decline accordingly.

## **7.3 Composition of and weightings in the Index may change**

The Securities which comprise the Index may be changed by the Index Provider from time to time. The price of the Units may rise or fall as a result of such changes. The composition of the Index may also change if one of the Securities were to be delisted or if a new Security were to be added to the Index. If this happens, the weighting or composition of the Index Securities invested by a Sub-Fund would be changed as considered appropriate by the Manager in order to achieve the investment objective. Thus, an investment in the Sub-Fund will generally reflect the Index as its constituents change from time to time, and not necessarily the way it is comprised at the time of an investment in the Sub-Fund.

## **7.4 Licence to use the Index may be terminated**

The Manager has been granted a licence by the Index Provider to use each Index in connection with the operation, marketing and promotion of the relevant Sub-Fund. The Sub-Fund may be terminated if the Index licence agreement is terminated and the Manager is unable to identify or agree with the Index Provider or any other index provider terms for the use of a suitable replacement index. In the event that the Index is no longer available for use by a Sub-Fund, the Manager will source for a suitable replacement index that gives, in the opinion of the Manager, the same or substantially similar exposure as the Index. Any such replacement index will be notified to Holders via SGXNET. Accordingly, investors should note that the ability of a Sub-Fund to track the Index depends on the continuation in force of the Index licence agreement in respect of the Index or a suitable replacement.

In the event that the licence for the use of the Index is terminated for any reason, the Manager will notify Holders of such termination via an announcement on SGXNET.

## **7.5 Compilation of the Index**

No warranty, representation or guarantee is given as to the accuracy or completeness of the Index and its computation or any information related thereto. The process and the basis of computing and compiling the

Index and any of its related formulae, constituent companies and factors may at any time be changed or altered by the Index Provider without notice.

## **8. MANAGEMENT AND ADMINISTRATION**

### **8.1 Manager**

The Manager of the Trust is Phillip Capital Management (S) Ltd, whose registered office is at 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101.

The Manager was incorporated in Singapore on 2<sup>nd</sup> September 1999. The Manager holds a capital markets services licence granted by the Authority, and provides fund management and investment advisory services to both institutional and retail clients. The Manager is a member of PhillipCapital, an integrated financial services group established in 1975 (“**Group**”), providing a comprehensive range of financial services to retail and institutional customers. Today, the Group is firmly established in the financial hubs of Singapore, United Kingdom, U.S., Spain, Japan, China (and Hong Kong SAR), Malaysia, Thailand, Indonesia, Vietnam, Turkey, Cambodia, India, United Arab Emirates and Australia. The Manager is regulated by the Authority. The issued and paid-up share capital of the Manager is S\$5 million.

The Manager has been managing collective investment schemes and/or discretionary funds in Singapore since 2000. The Manager has an established track record managing funds investing in the Asia Pacific region and globally. The investment funds managed by the Manager include the following: Phillip Money Market Fund, Phillip US Dollar Money Market Fund, Global Opportunities Fund, Phillip Singapore Real Estate Income Fund, Phillip SGX APAC Dividend Leaders REIT ETF, Phillip SING Income ETF, Phillip SGD Money Market ETF, Phillip MSCI Singapore Daily (2x) Leveraged Product, Phillip MSCI Singapore Daily (-1x) Inverse Product, Phillip Global Rising Yield Innovators Fund, Phillip Global Quality Fund and Sustainable Reserve Fund. The Manager also acts as sub-manager of Lion-Phillip S-REIT ETF and Phillip HK Newly Listed Equities Index ETF.

### **8.2 General Responsibilities of the Manager**

The Manager has general powers of management over the assets of the Trust and/or the Sub-Fund(s). The Manager has covenanted in the Trust Deed to use its best endeavours to carry on and conduct its business in a proper and efficient manner and will ensure that the Trust and each Sub-Fund are carried on and conducted in a proper and efficient manner. The Manager shall ensure that all transactions with or on behalf of a Sub-Fund are or will be transacted at arm’s length.

The Manager will also be responsible for ensuring compliance with the applicable provisions of the Securities and Futures Act and all other relevant legislation, the Listing Rules, the Code, the Trust Deed and all relevant contracts. The Manager will be responsible for all communications with Holders.

In the absence of fraud, wilful default or gross negligence by the Manager, it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done by it in good faith under the provisions of the Trust Deed.

The Manager may delegate all or any of its duties, powers and discretions under the Trust Deed to any other person or corporation (including a Connected Person of the Manager) and notwithstanding such delegation the Manager shall remain entitled to receive and retain in full all sums payable to the Manager under any provision of the Trust Deed.



The Manager will remain as the manager of the Trust until it retires or is removed or replaced in accordance with the provisions of the Trust Deed.

If the Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or a receiver is appointed over any of its assets and is not discharged within 60 days or if a liquidator or judicial manager is appointed in respect of the Manager, the Trustee may by notice in writing to the Manager remove the Manager from office and/or terminate the Trust forthwith, in accordance with the Trust Deed.

Any change to the Manager of the Trust will be announced without delay on the SGXNET.

### **8.3 Directors of the Manager**

The directors of the Manager are as follows: -

#### **Lim Hua Min**

Hua Min, of 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101 is Chairman of the PhillipCapital Group and director of Phillip Capital Management (S) Ltd. He previously held senior positions in the Stock Exchange of Singapore and the Securities Research Institute. He has served on a number of committees and sub-committees of the Stock Exchange of Singapore. In 1997, he was appointed Chairman of the Stock Exchange of Singapore (SES) Review Committee, which is responsible for devising a conceptual framework to make Singapore's capital markets more globalised, competitive and robust. Hua Min holds a Bachelor of Science Degree (Honours) in Chemical Engineering from the University of Surrey and obtained a Master's Degree in Operations Research and Management Studies from Imperial College, University of London.

#### **Jeffrey Lee Chay Khiong**

Jeffrey, of 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101 is a director and Chief Investment Officer of Phillip Capital Management (S) Ltd and has been with the PhillipCapital Group since 1992. His prior appointments include senior investment management positions at AIB Govett (Asia) Ltd, DBS Bank and Mitsubishi Corporation Group, with responsibilities for managing funds across various asset classes including fixed income, equities and venture capital. Jeffrey has more than 30 years of investment experience spanning several market cycles. His track record includes a number of award-winning funds in the Asia Pacific and Global Funds category. Jeffrey has 38 years of experience managing funds involving equities. A Chartered Financial Analyst (CFA) since 1990, he obtained his Bachelor's (Honours) degree in Chemical Engineering from the National University of Singapore on a Public Service Commission Scholarship.

#### **Linus Lim Wen Sheong**

Linus, of 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101 is a director and Chief Executive Officer of Phillip Capital Management (S) Ltd and Phillip Tokai Tokyo Investment Management Pte. Ltd. He has been with the PhillipCapital Group since 2001 where he was involved in equity research as well as corporate finance, both in Singapore and the United Kingdom. Prior to PhillipCapital, he was at the investment business of Citibank Asia Pacific. Linus has 21 years of experience managing funds involving equities. Linus is a graduate from the London School of Economics and also holds an MBA from the Anderson School of Management at UCLA. Linus is also a holder of the Fundamentals of Sustainability Accounting (FSA) Credential awarded by the Sustainability Accounting Standards Board.

## **Lim Wah Sai**

Wah Sai, of 11/F United Centre, 95 Queensway, Hong Kong is a non-executive director of Phillip Capital Management (S) Ltd. Wah Sai joined the PhillipCapital Group in 1988 and has been managing the Group's Hong Kong operations since 1993. He is presently the Managing Director and Responsible Officer of the PhillipCapital Group of companies in Hong Kong, including Phillip Securities (HK) Ltd, Phillip Commodities (HK) Ltd and Phillip Capital Management (HK) Ltd. Phillip Capital Management (HK) manages assets for retail and institutional clients and acts as Investment Advisor to an authorized fund in Thailand which primarily invests in Hong Kong and China. Wah Sai is currently a member of Derivatives Market Consultative Panel of HKEx and has over 30 years' experience in the securities, derivatives and banking industries. He holds a Master's Degree in Management Science from Imperial College, University of London and a Bachelor of Science Degree (1st Class Honours) in Control Instrumentation and System Engineering from the City University, London.

## **Louis Wong Wai Kit**

Louis, of 11/F United Centre, 95 Queensway, Hong Kong is a non-executive director of Phillip Capital Management (S) Ltd. Louis joined the PhillipCapital Group in 1993 and has been the Director of Phillip Securities (HK) Ltd and Phillip Capital Management (HK) Ltd since 1996 and 2002 respectively. He has over 20 years of investment experience in securities dealing and over 20 years in asset management. Louis obtained his Bachelor of Arts (Honours) degree from the University of Hong Kong.

### **8.4 Key Executives**

The key executives of the Manager in respect of the Trust are as follows:

#### **Linus Lim Wen Sheong**

Please see above for Linus' description.

#### **Jeffrey Lee Chay Khiong**

Please see above for Jeffrey's description.

#### **Tan Teck Leng**

Teck Leng, of 250 North Bridge Road, #06-00 Raffles City Tower, Singapore 179101 is the Deputy Chief Investment Officer at Phillip Capital Management (S) Ltd, and a key member of the investment team covering global equity markets. He oversees the managed account portfolios and the management of the equity and balanced funds portfolios. Prior to joining the PhillipCapital Group in 2008, he worked in the aerospace and defence fields with a Singapore-based engineering conglomerate, and also had project management experience in a regional construction and infrastructure engineering consultancy firm. Teck Leng has 15 years of experience managing funds involving equities. Teck Leng obtained his Bachelor of Mechanical Engineering degree with First Class Honours from Imperial College London in 1999. Teck Leng is a Chartered Financial Analyst (CFA) since 2013.

### **8.5 Trustee**

The Trustee of the Trust is BNP Paribas Trust Services Singapore Limited whose registered address is at 20 Collyer Quay, #01-01, Singapore 049319.

BNP Paribas Trust Services Singapore Limited (the “**Trustee**”) was incorporated in Singapore on 10 January 2008, with an issued and paid-up share capital of S\$4,000,000 as of 1 January 2023. The Trustee does not have any material conflict of interest with its position as trustee of the Trust. The Trustee is regulated in Singapore by the MAS.

Under the Trust Deed, the Trustee is responsible for the safekeeping of the assets of the Trust and the Sub-Funds. Under and subject to the terms of the Trust Deed, the Trustee is entitled (for the purpose of indemnity against any actions, costs, claims, damages, liabilities, expenses or demands to which it may be put as trustee) to have recourse to the assets of the Trust and/or the Sub-Funds. The Trustee will remain as the trustee of the Trust until it retires or removed or replaced in accordance with the provisions of the Trust Deed.

If the Trustee goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or a receiver shall be appointed over any of its assets or if a liquidator or judicial manager is appointed in respect of the Trustee, the Manager may by notice in writing to the Trustee remove the Trustee from office in accordance with the Trust Deed.

Please refer to the Trust Deed for further information on the roles and responsibilities of the Trustee.

Any changes to the Trustee will be announced on the SGXNET and the Manager’s website at [www.phillipfunds.com](http://www.phillipfunds.com).

## **8.6 Registrar**

BNP Paribas, acting through its Singapore Branch, has been appointed as the registrar of the Trust (the “**Registrar**”).

The register of Holders of the Sub-Funds (the “**Register**”) is kept and maintained at 20 Collyer Quay, #01-01, Singapore 049319 and is accessible for inspection by the Holders during normal business hours (subject to reasonable conditions and restrictions as the Manager or the Trustee may impose).

The Register is conclusive evidence of the number of Units held by each Holder. The entries in the Register will prevail if there is any discrepancy between the entries in the Register and the details appearing on any statement of holding, unless the Holder proves to the satisfaction of the Manager and the Trustee that the Register is incorrect.

The Registrar will remain as the registrar of the Trust until its appointment is terminated in accordance with the terms of its appointment.

If the Registrar goes into liquidation, the Registrar’s appointment may be terminated in accordance with the terms of the registrar agreement.

Any changes to the Registrar will be announced on the SGXNET and the Manager’s website at [www.phillipfunds.com](http://www.phillipfunds.com).

For so long as the Units are listed, quoted and traded on the SGX-ST, the Manager shall appoint The Central Depository (Pte) Limited (Company Registration No.: 198003912M) (the “**CDP**”) as the unit depository for the Trust and the Sub-Fund(s), and all Units issued and available for trading will be represented by entries in the Register maintained by the Registrar in the name of, and such Units will be deposited with, CDP as the registered Holder of such Units.

## 8.7 Auditors

The auditors of the Trust are Ernst & Young LLP whose registered address is at Level 18 North Tower, One Raffles Quay, Singapore 048583.

Any changes to the auditors will be announced on the SGXNET and the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

## 8.8 Custodian

The Trustee has appointed BNP Paribas, acting through its Singapore Branch, with its registered address at 20 Collyer Quay, #01-01, Singapore 049319, as the global custodian of the Trust ("**Custodian**"). BNP Paribas, acting through its Singapore Branch is a licensed bank in Singapore regulated by the Monetary Authority of Singapore. Its banking licence was granted with effect from 20 October 1999. BNP Paribas is a bank organised under the laws of France under No. 662 042 449 and a public limited company incorporated under the laws of France with its registered office at 16 boulevard des Italiens, 75009 Paris, France, and is authorised and supervised by the European Central Bank and by the Autorité de Contrôle Prudentiel et de Résolution in France.

As at 31 December 2022, the share capital of BNP Paribas amounted to €2,468,663,292 consisting of 1,234,331,646 shares with a par value of €2 each.

Pursuant to a global custody agreement between the Trustee and the Custodian, the Custodian will act as the custodian of the Trust's and the Sub-Funds' assets, which may be held directly by the Custodian or through its agents, sub-custodians or delegates pursuant to the relevant custodial services agreement.

The Custodian is a global custodian with direct market access in certain jurisdictions. In respect of markets for which it uses the services of selected sub-custodians, the Custodian shall act in good faith and use reasonable care in the selection and monitoring of its selected sub-custodians. The criteria upon which a sub-custodian is appointed is pursuant to all relevant governing laws and regulations and subject to satisfying all requirements of the Custodian in its capacity as global custodian. Such criteria may be subject to change from time to time and may include factors such as the financial strength, reputation in the market, systems capability, operational and technical expertise. All sub-custodians appointed shall be licensed and regulated under applicable law to carry out the relevant financial activities in the relevant jurisdiction.

The Custodian will remain as the custodian of the Trust until its appointment is terminated in accordance with the terms of its appointment.

In the event the Custodian becomes insolvent, the Trustee may by notice in writing, terminate the custodian agreement entered into with the Custodian and, in accordance with the Trust Deed, appoint such person as the new custodian to provide custodial services to the Trust.

Any changes to the Custodian will be announced on the SGXNET and the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

## 8.9 Fund Administrator

BNP Paribas, acting through its Singapore Branch, whose details are set out above, has been appointed as the fund administrator of the Trust in respect of the Sub-Fund(s) (the "**Fund Administrator**"). The Manager has delegated its accounting and valuation functions in respect of the Trust to the Fund Administrator.

Any changes to the Fund Administrator will be announced on the SGXNET and the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

#### **8.10 Investment Advisor**

Details of the Investment Advisor for each Sub-Fund (if any) are stated in the relevant Appendix.

### **9. BROKERAGE TRANSACTIONS**

The policy of the Manager regarding purchases and sales of Securities is that primary consideration will be given to obtaining the most favourable prices and best execution of transactions in accordance with the requirements of the Code. Consistent with this policy, when Securities transactions are effected on a stock exchange, the Manager's policy is to pay commissions or execution prices which are considered fair and reasonable without necessarily determining that the lowest possible commissions or execution prices are paid in all circumstances.

The Manager believes that a requirement always to seek the lowest possible commission cost or execution price may impede effective portfolio management and preclude the Trust, the Sub-Fund(s) and the Manager from obtaining a high quality of brokerage. In seeking to determine the reasonableness of brokerage commissions or execution prices paid in any transaction, the Manager relies upon its experience and knowledge regarding commissions or execution prices generally charged by various brokers and on its judgement in evaluating the brokerage services received from the broker effecting the transaction. Such determinations are necessarily subjective and imprecise and, as in most cases, an exact dollar value for those services is not ascertainable.

In seeking to implement the above policies, the Manager effects transactions with those brokers and dealers that the Manager believes provide the most favourable prices and are capable of providing best execution of transactions in accordance with the requirements of the Code. If the Manager believes such price and execution are obtainable from more than one broker or dealer, it may consider placing portfolio transactions with those brokers and dealers who also furnish other services to the Trust, the Sub-Fund(s) or the Manager. Such services may include, but are not limited to, information as to the availability of Securities for purchase or sale, and statistical information pertaining to corporate actions affecting Securities.

None of the Manager, its directors and their associates is or will be entitled to receive any part of any brokerage charged to the Trust and/or the Sub-Fund(s), or any part of any fees, allowances and benefits (other than soft dollar commissions or arrangements mentioned below) received on purchases charged to the Trust and/or the Sub-Fund(s).

### **10. SOFT DOLLAR COMMISSIONS OR ARRANGEMENTS**

The Manager may receive or enter into soft dollar commissions or arrangements in respect of the Trust and/or the Sub-Fund(s). The Manager will comply with applicable regulatory and industry standards on soft dollars. Subject to the Code, the soft dollar commissions which the Manager may receive include research, and payment of certain expenses, such as newswire and data processing charges, quotation services, and periodical subscription fees.

Soft dollar commissions or arrangements shall not include travel, accommodation, entertainment, general administrative goods and services, general office equipment or premises, membership fees, employees' salaries, direct money payment, or any other goods and services as may be prescribed from time to time in any code or guideline issued by the Investment Management Association of Singapore from time to time.

The Manager will not accept or enter into soft dollar commissions or arrangements unless such soft dollar commissions or arrangements would, in the opinion of the Manager, be reasonably expected to assist the Manager in their management of the Trust and/or the Sub-Fund(s), provided that the Manager shall ensure at all times that transactions are executed on a “best execution” basis taking into account the relevant market at the time for transactions of the kind and size concerned, and that no unnecessary trades are entered into in order to qualify for such soft dollar commissions or arrangements.

The Manager does not, and is not entitled to, retain cash or commission rebates for their own account in respect of rebates earned when transacting in Securities for account of the Trust and/or the Sub-Fund(s).

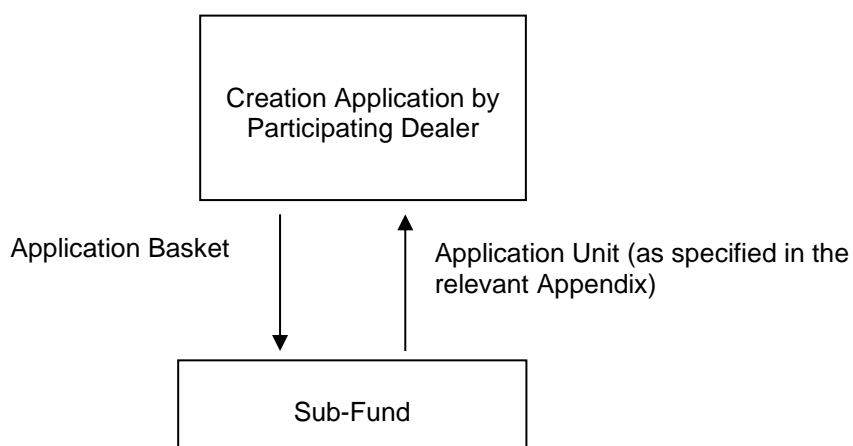
The Underlying Fund Manager will not receive cash or other rebates from brokers or dealers in respect of transactions for the Underlying Fund. In addition, the Underlying Fund Manager does not currently receive any soft dollars arising out of the management of the Underlying Fund.

## 11. OPERATION OF THE SUB-FUND(S)

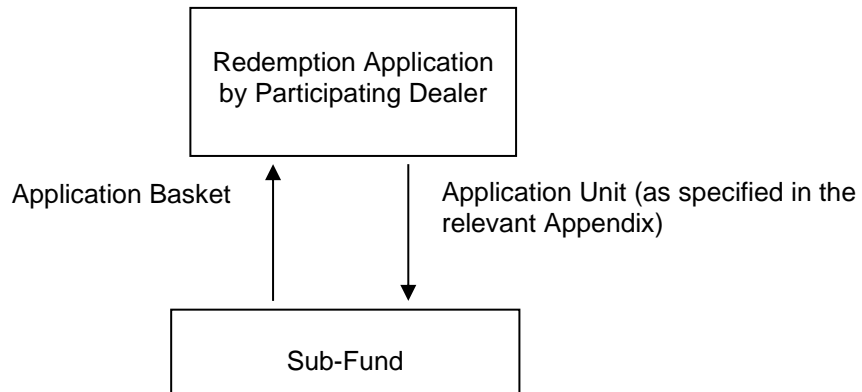
Only a Participating Dealer can create and redeem Units directly with a Sub-Fund. Any person, other than the Participating Dealer, who buys and sells Units of a Sub-Fund will have to effect this on the SGX-ST or through a Participating Dealer (subject to such terms and conditions as may be imposed by the Participating Dealer). The diagrams below illustrate the methods of acquiring and disposing Units in a Sub-Fund after listing:

### 11.1 Direct creation and redemption by a Participating Dealer:

#### *(i) Direct Creation by a Participating Dealer*

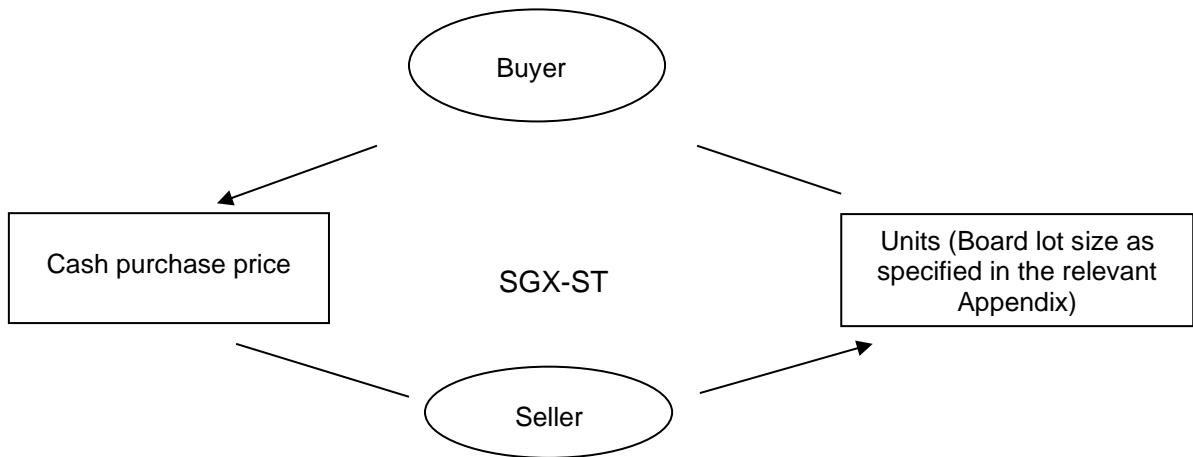


**(ii) Direct Redemption by a Participating Dealer**

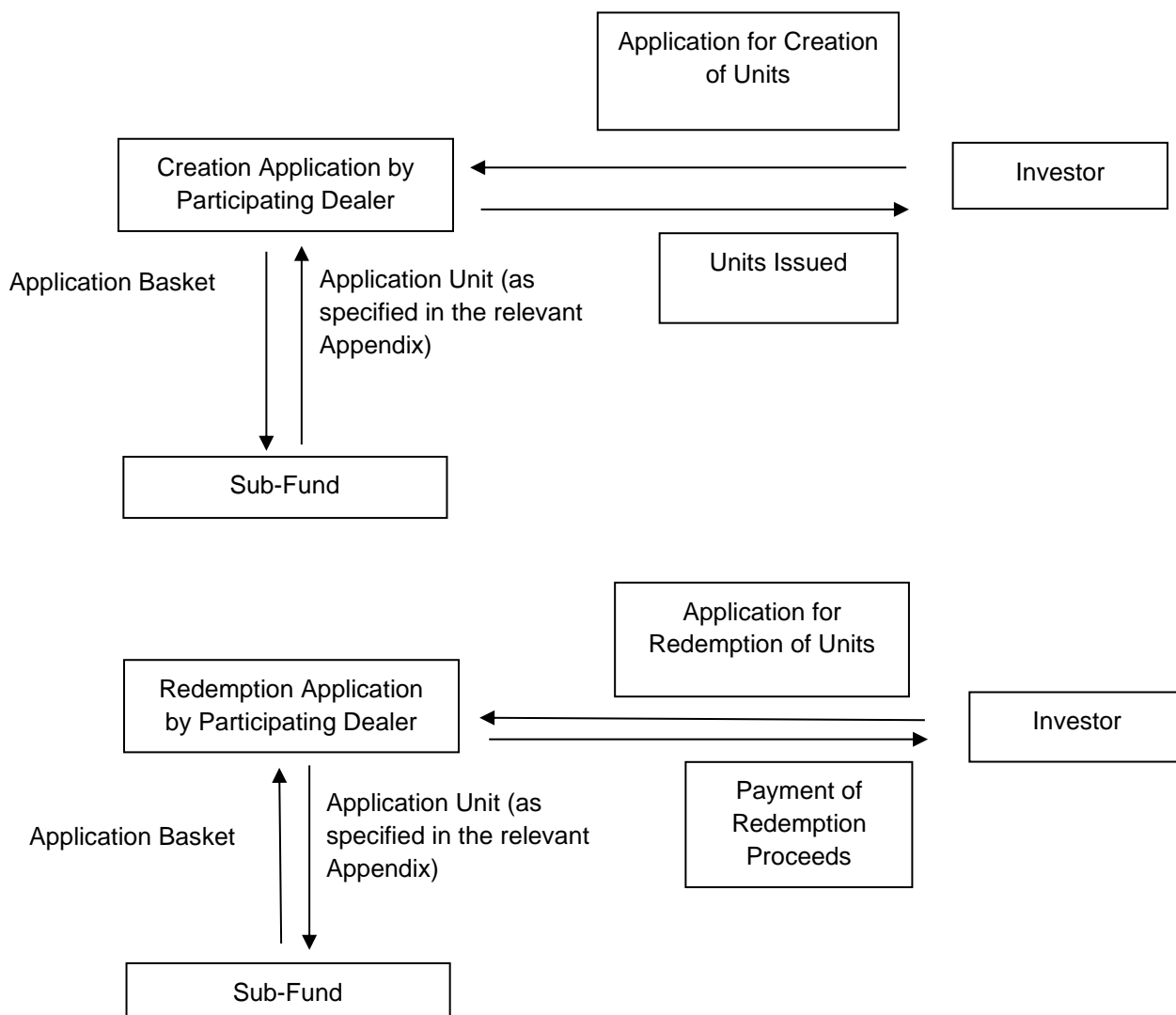


**11.2 Investors other than Participating Dealers:**

**(i) Trading Units in the secondary market on the SGX-ST:**



**(ii) Subscribing and redeeming Units through a Participating Dealer<sup>1</sup>**



**11.3 Index Rebalancing**

The constituent Index Securities and their respective weightings within an Index will change from time to time. In order for a Sub-Fund to achieve its investment objective of tracking the relevant Index, it will accordingly be necessary for the Manager to rebalance the Sub-Fund's holdings of Index Securities comprised in the relevant Index. The Manager will liaise with the Index Provider with regard to such proposed rebalancing and/or derive public information announced by the Index Provider and rebalance the holdings of Index Securities accordingly.

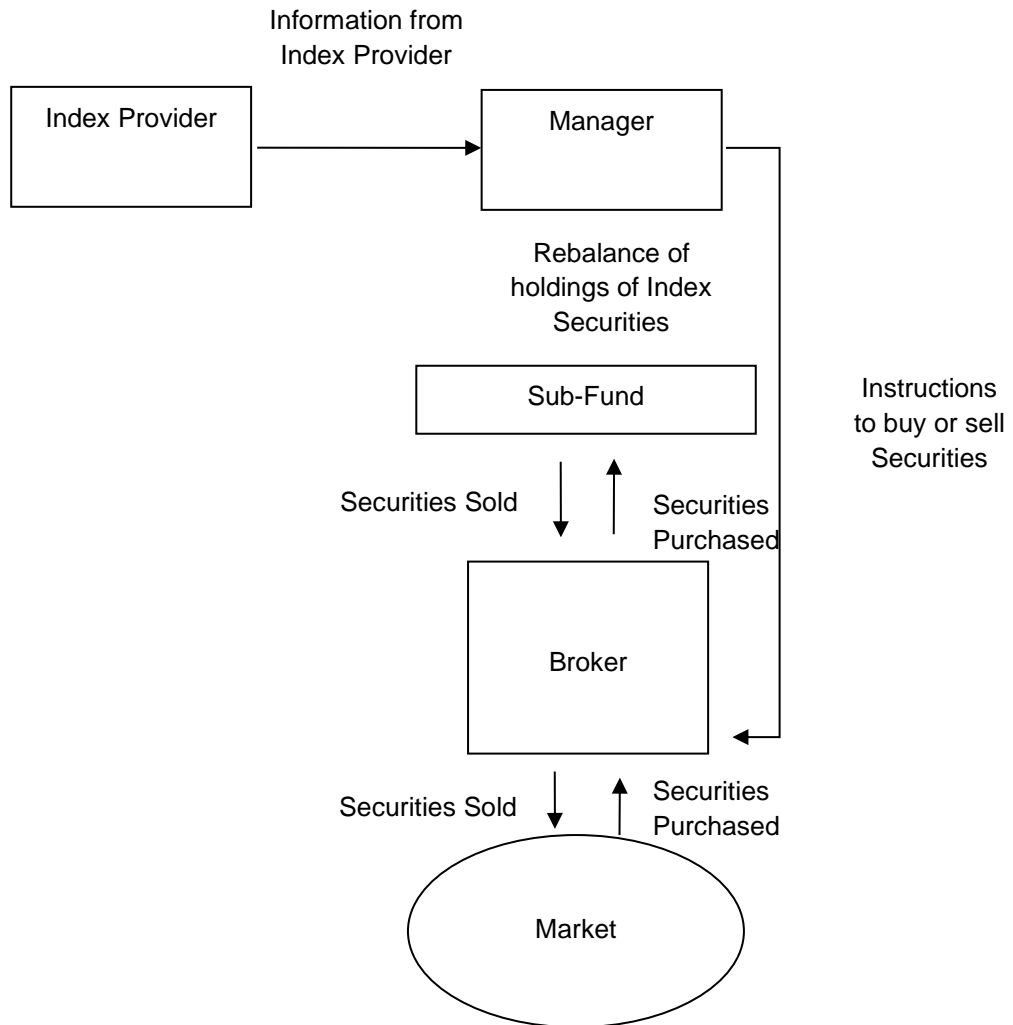
An Index will be reviewed on a periodic basis and minor rebalancing will be carried out as and when necessary. For Sub-Fund(s) which adopt a Replication Strategy, it is expected that during the rebalancing, the Sub-Fund's holding of the Index Securities will be realigned to reflect substantially the Index constituents. Minor rebalancing will only be carried out after cost considerations have been taken into account. For Sub-

<sup>1</sup> Only for clients of Participating Dealers and subject to such terms and conditions as may be imposed by the relevant Participating Dealer.



Fund(s) which adopt a Representative Sampling Strategy, the Manager will monitor the tracking error daily and rebalance such Sub-Fund's holdings if considered necessary. You may obtain information on the tracking error and/or tracking difference of the relevant Sub-Fund from the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

The diagram below represents the rebalancing of a Sub-Fund's holdings of Index Securities following the rebalancing of the Index:



#### 11.4 Market Maker

A market maker is a broker or a dealer registered by the SGX-ST as a designated market maker to act as such by making a market for the Units in the secondary market on the SGX-ST. A designated market maker's obligations include quoting bid prices to potential sellers and offer prices to potential buyers when there is a wide spread between the prevailing bid prices and offer prices for Units on the SGX-ST. Designated market makers accordingly facilitate the efficient trading of Units by providing liquidity in the secondary market when it is required in accordance with the market making requirements of the SGX-ST. Subject to applicable regulatory requirements, the Manager intends to ensure that there is at least one designated market maker for a Sub-Fund to facilitate efficient trading.

The designated market makers for each Sub-Fund are stated in the relevant Appendix. Any changes to the designated market makers will be announced on the SGXNET and the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

### **11.5 Participating Dealer**

The role of a Participating Dealer is to facilitate creation and redemption of Units in the Sub-Fund(s) from time to time. Under the terms of the Participation Agreement, only a Participating Dealer may apply to create Units in respect of an Application Unit by the presentation of Index Securities and/or the cash equivalent of the Index Securities where applicable. In its absolute discretion, a Participating Dealer may also apply to create Units on behalf of its clients from time to time, subject to such terms and conditions as may be imposed by the relevant Participating Dealer.

Any changes to the Participating Dealers will be announced on the SGXNET and the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

## **12. DEALING BY INVESTORS**

Investors cannot create or redeem Units directly in a Sub-Fund. However, investors may purchase or sell Units either through Participating Dealers (subject to such terms and conditions as may be imposed by the relevant Participating Dealer) or through the SGX-ST.

For a Sub-Fund listed on the SGX-ST, investors can place an order to buy or sell Units in cash during the trading day through a broker or any trading member of the SGX-ST as one would in the case of a security listed on the SGX-ST, at any time after dealings in the Units commence and for so long as the Units are listed on the SGX-ST. The trading price of Units may differ from the Net Asset Value per Unit and there can be no assurance that a liquid secondary market will exist for the Units.

Investors who wish to use their Supplementary Retirement Scheme ("SRS") monies to purchase Units in a Sub-Fund should check with their broker or SRS operator on the procedures.

Brokerage and other fees may be payable when purchasing and selling Units on the SGX-ST. Please see paragraph 19.4 "Fees and Charges Payable by Investors Dealing in Units on the SGX-ST" below.

## **13. SUBSCRIPTION AND REDEMPTION**

### **13.1 Minimum Subscription Amount (applicable to Participating Dealers only)**

The minimum subscription amount for a Sub-Fund through a Participating Dealer is 1 Application Unit. The Application Unit size for a Sub-Fund is the number of Units specified in the relevant Appendix. Investors who wish to acquire less than 1 Application Unit may only acquire such Units on the SGX-ST.

### **13.2 Continuous Offering of Units and Dealing Deadlines (applicable to Participating Dealers only)**

Units in a Sub-Fund will, subject to any suspension of dealings by the Manager pursuant to the Trust Deed, be continuously offered to Participating Dealers who may apply for them on any Dealing Day on their own account or for the account of their clients in accordance with the Operating Guidelines. The Dealing Deadline for purposes of subscription or redemption of Units for each Sub-Fund is specified in the relevant Appendix. All dealing requests are dealt with at the same Net Asset Value at the same Valuation Point for the relevant Dealing Day (or such other time as may be determined by the Manager from time to time with the prior approval of the Trustee).

### 13.3 Procedures for Creation of Application Unit Size (applicable to Participating Dealers only)

Only Participating Dealers may apply directly to the Manager to create Units in a Sub-Fund.

The Manager shall instruct the Trustee and/or the Registrar in writing to effect, for the account of the relevant Sub-Fund, the creation of Units in Application Unit size in accordance with any of (a) or (b) below (or a combination of both):

- (a) in exchange for a transfer, by the Participating Dealer, to the Trustee for the account of the relevant Sub-Fund, of Index Securities constituting an Application Basket for the relevant Units, payment of a cash amount equivalent to any Duties and Charges and any incidental costs associated with the creation of Units payable plus, if the Cash Component is a positive value, a cash payment equivalent to the amount of the Cash Component; and if the Cash Component is a negative value, the Manager shall cause the Trustee to make a cash payment equivalent to the amount of the Cash Component (expressed as a positive figure) to the Participating Dealer, provided that in the event that the relevant Sub-Fund has insufficient cash required to pay any Cash Component payable by the relevant Sub-Fund, the Manager may effect the sale of all or some of the Deposited Property of the relevant Sub-Fund, or to borrow monies in accordance with the Trust Deed, to provide the cash required; or
- (b) in exchange for a cash payment by the Participating Dealer equivalent to the relevant Application Basket Value (which shall be accounted for as Deposited Property) for the relevant Units in the Sub-Fund, *plus* an amount equivalent to any Cash Component (if the Cash Component is positive), which the Manager shall use (i) to purchase the Index Securities comprised in the Application Basket or (ii) to purchase such Securities as the Manager may consider appropriate or (iii) to apply such cash for entry into such contractual agreements (being FDIs or otherwise being in the nature of investments by the Sub-Fund) as the Manager consider appropriate, and if the Cash Component is a negative value, the Trustee shall be required to make a cash payment equivalent to the amount of the Cash Component (expressed as a positive figure) to the Participating Dealer, provided that (1) in the event that the relevant Sub-Fund has insufficient cash required to pay any Cash Component payable by the relevant Sub-Fund, the Manager may effect the sale of all or some of the Deposited Property of the relevant Sub-Fund or to borrow monies in accordance with Clause 12 of the Trust Deed, to provide the cash required, and (2) the Manager shall be entitled in its absolute discretion to (i) charge (for the account of the relevant Sub-Fund) to the Participating Dealer, such additional sum as represents the appropriate provision for Duties and Charges and any incidental costs associated with the creation of Units, and (ii) in respect of any difference (if any) between the prices used when valuing the Index Securities comprising the Application Basket of the relevant Sub-Fund for the purpose of such creation and the purchase prices actually paid or to be paid out of the Deposited Property in acquiring such Index Securities comprising the Application Basket by the Manager for the account of the relevant Sub-Fund (after the addition to the relevant purchase prices of any Duties and Charges and any incidental costs associated with such acquisition of such Index Securities), require the Participating Dealer to pay such difference to the Trustee (if the difference is negative), or cause to be paid to the Participating Dealer (if the difference is positive), an amount as is determined by the Manager in its sole discretion up to an amount equal to such difference.

The Manager shall have the right to reject, acting in good faith, any Creation Application under exceptional circumstances, including without limitation the following circumstances:

- (i) any period during which (i) the creation or issue of Units of the relevant Class or Sub-Fund is suspended pursuant to the Trust Deed, (ii) the redemption of Units of the relevant Class or Sub-Fund

is suspended pursuant to the Trust Deed, and/or (iii) the determination of Net Asset Value of the Sub-Fund is suspended pursuant to the Trust Deed;

- (ii) where in the opinion of the Manager, acceptance of the Creation Application would have an adverse effect on the Sub-Fund;
- (iii) where in the opinion of the Manager, acceptance of the Creation Application would have a material impact on the relevant Market on which a Security (that is a component of the Index for the relevant Sub-Fund) has its primary listing;
- (iv) where there is in existence any trading restriction or limitation such as the occurrence of a market disruption event, suspected market misconduct or the suspension of dealing in relation to any of the Securities in the relevant Index;
- (v) where acceptance of the Creation Application would render the Manager in breach of any regulatory restriction or requirement, internal compliance or internal control restriction or requirement of the Manager necessary for compliance with all applicable legal and regulatory requirements;
- (vi) circumstances outside the control of the Manager make it for all practicable purposes impossible to process the Creation Application;
- (vii) any period when the business operations of the Manager, the Trustee, the Custodian or any agent of the Trustee on which the Trustee relies to effect the creation of Units in the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riot, strikes or acts of God; or
- (viii) an Insolvency Event occurs in respect of the relevant Participating Dealer.

Once the Units are created, the Manager shall effect, for the account of the relevant Sub-Fund, the issue of Units to the relevant Participating Dealer in accordance with the Operating Guidelines.

No fractions of a Unit shall be created or issued.

An Application for the creation and issue of Units shall only be made or accepted (as the case may be) on a Dealing Day and shall only be in respect of Units constituting an Application Unit size. All Creation Applications shall only be accepted if made by or through a Participating Dealer in accordance with the terms of the Trust Deed and the relevant Participation Agreement.

Subject to the Trust Deed, a Creation Application once given cannot be revoked or withdrawn without the consent of the Manager.

The Issue Price of Units shall be based on forward pricing which means that the Issue Price of the Units shall not be ascertainable at the time of application for Units.

The creation and issue of Units pursuant to a Creation Application shall be effected on the Settlement Day in accordance with the Operating Guidelines but:

- (a) for valuation purposes only, Units shall be deemed created and issued after the Valuation Point on the Dealing Day on which the relevant Creation Application was received or deemed received; and

- (b) the Register will be updated on the Settlement Day or the Dealing Day immediately following Settlement Day if the settlement period is extended pursuant to the Trust Deed.

If a Creation Application is received by the Registrar and accepted by the Manager with a trade date specified on a day which is not a Dealing Day, or with no trade date specified, that Creation Application shall be carried forward and deemed to be received at the opening of business on the next following Dealing Day, which shall be the Dealing Day for the purposes of that Creation Application.

If a Creation Application is received by the Registrar and accepted by the Manager after the Dealing Deadline on a Dealing Day, that Creation Application shall be carried forward and deemed to be received at the opening of business on the next following Dealing Day, which shall be the Dealing Day for the purposes of that Creation Application.

For every successful Creation Application, the Participating Dealer will be sent a confirmation detailing the number of Units allotted within 7 Business Days of the receipt and acceptance of the Application by the Manager. Investors who acquire Units constituting an Application Unit size through a Participating Dealer may request the Participating Dealer to apply to the CDP for his/her Units to be entered against his/her name on the records of the CDP in accordance with the CDP's terms and conditions.

The Manager may reject a Creation Application by a Participating Dealer if the Application is not in a form and substance satisfactory to, and accompanied by such certifications required in the Operating Guidelines (if any) in respect of creation of Units, together with such certifications and opinions of counsel (if any) as the Trustee and the Manager may consider necessary to ensure compliance with applicable securities and other laws in relation to the creation of Units which are the subject of the Creation Application or other documents as may be required by the Trustee and the Manager in accordance with the Trust Deed, the relevant Participation Agreement and the Operating Guidelines.

The Manager may charge a Transaction Fee in respect of Creation Applications and may on any day vary the amount of the Transaction Fee it charges (but not as between different Participating Dealers). Subject to the Participation Agreement, the Transaction Fee shall be paid by or on behalf of the Participating Dealer submitting the Creation Application(s) (and may be set off and deducted against any cash amount due to the Participating Dealer in respect of such Creation Application(s)) to the Sub-Fund.

Any commission, remuneration or other sum payable by the Manager to any agent or other person in respect of the issue or sale of any Unit shall not be added to the Issue Price of such Unit and shall not be paid from the Deposited Property of the relevant Sub-Fund.

The Trustee shall be entitled to refuse to enter (or allow to be entered) Units in the Register if at any time it is of the opinion that the provisions of the Trust Deed in regard to the issue of Units, are being or may be infringed.

*Numerical example of amount payable in the case of a cash Creation Application*

The following is an illustration of the total amount payable by a Participating Dealer in making a cash Creation Application based on one Application Unit of 50,000 Units and a notional Issue Price per Unit of S\$1.000 plus Duties and Charges of S\$50 (purely for illustration purpose) and the Transaction Fee of up to S\$500.

(50,000 Units	x	S\$1.000)	+	S\$50	+	S\$500	=	S\$50,550
Number of Units proposed to be subscribed		Issue Price per Unit		Duties and Charges		Transaction Fee		Total amount payable

*Note: The above example is for illustration purposes only and should not be taken as any forecast of future performance. Investors subscribing through a Participating Dealer (whether directly or through a stockbroker) should note that there may be other additional fees and charges (including brokerage fees and charges) payable to the Participating Dealer, and that the Participating Dealer may ultimately pass on fees and charges which it paid to the Manager and/or the Trustee for the Creation Application to the end investors. Investors should consult the relevant Participating Dealer for details on all additional fees and charges payable by investors.*

#### **13.4 Cancellation of Creation Application of Units and Extension of Settlement Period (applicable to Participating Dealers only)**

The Manager shall instruct the Trustee to cancel Units created and issued in respect of a Creation Application if:

- (a) all the Index Securities and/or the cash equivalent of the Index Securities constituting the Application Basket deposited for exchange have not been vested by or on the relevant Settlement Day in the Trustee or to the Trustee's satisfaction or evidence of title and instruments of transfer satisfactory to the Trustee have not been produced to or to the order of the Trustee; or
- (b) the full amount of (i) any cash payable in connection with the relevant Creation Application and (ii) any Duties and Charges, incidental costs associated with the creation of Units and Transaction Fee payable have not been received in cleared funds by or on behalf of the Trustee by such time on the relevant Settlement Day as prescribed in the Operating Guidelines,

provided that, in either event, the Manager with the approval of the Trustee, may at its discretion extend the settlement period (either for the Creation Application as a whole or for a particular Index Security or all the Index Securities and/or the cash equivalent of the Index Security(ies)), such extension to be on such terms and conditions (including as to the payment of any Extension Fee or collateral to the Manager or the Trustee or their Connected Persons or otherwise as it may determine) as the Manager with the approval of the Trustee, may determine, in accordance with the Operating Guidelines.

Upon the cancellation of any Creation Application as provided for above or if a Participating Dealer otherwise withdraws a Creation Application other than in the circumstances contemplated in the Trust Deed, the Index Securities and/or the cash equivalent of the Index Securities constituting the Application Basket as have been vested in the Trustee and/or any cash received by or on behalf of the Trustee in connection with the relevant Creation Application (in either case in respect of such cancelled Units) shall be redelivered to the Participating Dealer (excluding interest) and the relevant Units shall be deemed for all purposes never to have been created and the relevant Participating Dealer therefore shall have no right or claim against the Manager, the Trustee and/or the Registrar in respect of such cancellation provided that, and subject to the Participation Agreement:

- (a) the Manager may charge the relevant Participating Dealer an Application Cancellation Fee;

- (b) the Manager may at its absolute discretion require the Participating Dealer to pay to the account of the relevant Sub-Fund, in respect of each Unit so cancelled Cancellation Compensation, being the amount (if any) by which the Issue Price of each such Unit exceeds the Redemption Value which would have applied in relation to each such Unit if a Participating Dealer had, on the date on which such Units are cancelled, made a Redemption Application in accordance with the provisions of the Trust Deed, together with charges, expenses and losses incurred by the Sub-Fund as a result of any such cancellation;
- (c) the Application Cancellation Fee, Transaction Fee, Extension Fee (if applicable) and/or Duties and Charges in respect of such Creation Application shall remain due and payable (notwithstanding that the Creation Application shall be deemed to never have been made) to the Sub-Fund; and
- (d) no previous valuations of the Deposited Property of the relevant Sub-Fund shall be re-opened or invalidated as a result of the cancellation of such Units.

### **13.5 The Manager's Discretion to Accept Cash Collateral for Creation and Issue of Units (applicable to Participating Dealers only)**

If the Manager determines in its discretion (following an Application by a Participating Dealer) that any Index Security, included in an Application Basket is likely to be unavailable for delivery or available in insufficient quantity for delivery upon the creation of any Application Unit by a Participating Dealer, then the Manager shall have the right in its discretion to accept cash equal to or in excess of the market value at the Valuation Point for the relevant Dealing Day of such Index Security in lieu of accepting such Security as constituting part of the Creation Application.

If the Manager (following an Application by a Participating Dealer) is satisfied upon a Creation Application by a Participating Dealer that the relevant Participating Dealer is restricted by regulation or otherwise from investing or engaging in a transaction in any Security, the Manager shall have the right in its discretion to accept cash equal to or in excess of the market value at the Valuation Point for the relevant Dealing Day of such Security in lieu of accepting such Security constituting part of the relevant Creation Application.

In either scenario above, the Manager shall be entitled in its discretion to charge (for the account of the Trust or Sub-Fund) to the applicant of any Units for which cash is paid in lieu of delivering any Security in accordance with the Trust Deed such additional sum as represents the appropriate provision for Duties and Charges and any incidental costs associated with the creation of Units (including but not limited to bid/ask spread and price slippage).

### **13.6 Procedures for Sale of Units via SGX-ST (applicable to investors other than Participating Dealers)**

Investors who wish to dispose of less than an Application Unit size (as specified in the relevant Appendix) may do so by trading the Units on the SGX-ST. In the case of an investor who has purchased Units with monies from his SRS Account, any monies payable to such investor in respect of such Units shall be paid by transferring the monies to the relevant bank for credit of the investor's SRS Account or otherwise in accordance with the provisions of any applicable law, regulations or guidelines. In the event that the SRS Account has been closed, the monies shall be paid to the investor in cash or otherwise in accordance with any applicable law, regulations or guidelines.

In the event that the Units cease at any time to be listed on the SGX-ST and any other stock exchange on which the Units may be listed or quoted on for a continuous period of 30 days, subject to paragraph 17

“Suspension of Dealings”, the Manager may, within 14 days (or such other period as may be prescribed by the MAS or SGX-ST) from the end of such 30-day period, commence accepting redemption requests directly from investors subject to the provisions of the Trust Deed, and in the event that the Units are subsequently re-listed on the SGX-ST or a stock exchange, the Manager may, on reasonable notice given to investors, again require redemption requests to be made only through Participating Dealers (for Application Unit size) or SGX-ST (for Units less than an Application Unit size).

### **13.7 Procedures for Redemption of Application Unit Size (applicable to Participating Dealers only)**

Only Participating Dealers may apply directly to the Manager to redeem Units. The Manager shall have the exclusive right, at any time and from time to time following a Redemption Application made by a Participating Dealer in accordance with the Trust Deed, the relevant Participation Agreement and the Operating Guidelines, by notice in writing to the Trustee to effect a reduction of the Deposited Property of the relevant Sub-Fund on the relevant Settlement Date by requiring the Trustee to cancel the number of Units specified in such notice.

An Application for the redemption and cancellation of Units shall only be made or accepted (as the case may be) on a Dealing Day, shall only be in respect of Units constituting an Application Unit size thereof and shall only be accepted if made by or through a Participating Dealer in accordance with the terms of the Trust Deed and the relevant Participation Agreement.

The Redemption Value shall be based on forward pricing which means that the Redemption Value of the Units shall not be ascertainable at the time of Application to redeem the Units.

If a Redemption Application is received by the Registrar and accepted by the Manager with a trade date specified on a day which is not a Dealing Day, or with no trade date specified or after the Dealing Deadline on a Dealing Day, that Redemption Application shall be carried forward and deemed to be received at the opening of business on the next following Dealing Day, which shall be the relevant Dealing Day for the purposes of that Redemption Application.

If a Redemption Application is received and accepted by the Manager after the Dealing Deadline on a Dealing Day, that Redemption Application shall be carried forward and deemed to be received at the opening of business on the next following Dealing Day, which shall be the Dealing Day for the purposes of that Redemption Application.

The Manager shall, on receipt of a Redemption Application for a particular Sub-Fund from a Participating Dealer which complies with the requirements of the Trust Deed, effect the redemption of the relevant Units and transfer to the Participating Dealer either (a) the appropriate number of Index Securities constituting the Application Basket for the relevant Units or (b) a cash amount equivalent to the Application Basket Value for the relevant Units; plus, where the Cash Component is a positive value, a cash payment equivalent to the amount of the Cash Component. If the Cash Component is a negative value, the Participating Dealer shall be required to make a cash payment equivalent to the amount of the Cash Component (expressed as a positive figure) to or to the order of the Trustee and any applicable Duties and Charges and the Transaction Fee. In the event that the relevant Sub-Fund has insufficient cash to pay any cash payable, the Manager may effect the sale of all or some of the Deposited Property of the relevant Sub-Fund, or borrow monies in accordance with the Trust Deed, to provide the cash required.



To be effective, a Redemption Application must:

- (a) be given by a Participating Dealer in accordance with the Trust Deed, the relevant Participation Agreement and the relevant Operating Guidelines;
- (b) specify the number of Units which is the subject of the Redemption Application; and
- (c) include the certifications required in the Operating Guidelines (if any) in respect of redemptions of Units, together with such certifications and opinions of counsel (if any) as the Trustee and the Manager may consider necessary to ensure compliance with applicable securities and other laws in relation to the redemption of Units which are the subject of the Redemption Application.

Subject to the Trust Deed, a Redemption Application once given cannot be revoked or withdrawn without the consent of the Manager.

Subject to the Participation Agreement, the Manager may deduct from and set off against any cash amount payable to a Participating Dealer on the redemption of Units such sum (if any) which represents the appropriate provision for Duties and Charges, any incidental costs associated with the redemption of Units (including but not limited to bid/ask spread and price slippage), the Transaction Fee and the Extension Fee (if applicable). To the extent that the cash amount is insufficient to pay such Duties and Charges, any incidental costs associated with the redemption of Units (including but not limited to bid/ask spread and price slippage), the Transaction Fee and the Extension Fee (if applicable) payable on such redemption the Participating Dealer shall promptly pay the shortfall in base currency for the Sub-Fund to or to the order of the Trustee or the Sub-Fund. The Trustee shall not be obliged to deliver (and shall have a general lien over) the Index Securities constituting the Application Basket, if applicable, to be transferred in respect of the relevant Redemption Application until such shortfall and any cash amount payable by the Participating Dealer under the Trust Deed, the Transaction Fee and the Extension Fee (if applicable) are paid in full in cleared funds to or to the order of the Trustee or the Sub-Fund.

The Trustee shall be under no obligation to check the calculation of the Redemption Value in connection with any redemption or cancellation of Units but shall be entitled at any time before the audited accounts of the Trust, covering the relevant Dealing Day, have been prepared, to require the Manager to justify its calculation of the Redemption Value.

Any Index Securities transferable and cash payable shall be transferred and paid on the Settlement Day in accordance with the Trust Deed provided that a Redemption Application duly signed by a Participating Dealer (to the satisfaction of the Manager and, where any amount is to be paid by telegraphic transfer to a bank account in Singapore, verified in such manner as may be required by, and to the satisfaction of, the Trustee) has been received in accordance with the Operating Guidelines and provided further that the Trustee shall have received the full amount of any cash amount payable by the Participating Dealer and any Duties and Charges, any incidental costs associated with the redemption of Units and the Transaction Fee and the Extension Fee (if applicable) payable have been deducted or otherwise paid in full.

On the relevant Settlement Day in relation to an effective Redemption Application: -

- (a) the Units, which are the subject of the Redemption Application, shall be redeemed and cancelled;
- (b) the Deposited Property shall be reduced by the cancellation of those Units but, for valuation purposes only, such Units shall be deemed to have been redeemed and cancelled after the Valuation Point as at the Dealing Day on which the Redemption Application was received;

- (c) the name of the Holder of such Units shall be removed from the Register in respect of those Units on the relevant Settlement Day,

and the Trustee shall either, if applicable, transfer the Index Securities constituting the Application Basket relevant to the Redemption Application out of the Deposited Property of the relevant Sub-Fund to the Participating Dealer or, if applicable, pay the cash amount equivalent to the Application Basket Value and, where required under the Trust Deed, shall pay any cash amount (with such deductions as are permitted by the Trust Deed) in accordance with and subject to the provisions of the Trust Deed as if the same were a distribution payable to the relevant Participating Dealer.

No Index Security shall be transferred and no cash amount shall be paid in respect of any Redemption Application unless Units, which are the subject of the Redemption Application, have been delivered to the Trustee free and clear of any encumbrance for redemption by such time on the Settlement Day as the Trustee and the Manager shall for the time being prescribe for Redemption Applications generally.

Payment will be made within 7 Business Days after the receipt and acceptance of the Redemption Application unless the realisation of Units has been suspended in accordance with paragraph 17 "Suspension of Dealings".

*Numerical example of the amount of redemption proceeds payable in the case of a cash Redemption Application*

The following is an illustration of the redemption proceeds a Participating Dealer will receive in making a cash Redemption Application based on one Application Unit of 50,000 Units and a notional Redemption Value per Unit of S\$1.000 minus Duties and Charges of S\$50 (purely for illustration purpose) and the Transaction Fee of up to S\$500.

(50,000 Units	x	S\$1.000)	-	S\$50	-	S\$500	=	S\$49,450
Number of Units proposed to be redeemed		Redemption Value per Unit		Duties and Charges		Transaction Fee		Redemption Proceeds

*Note: The above example is for illustrative purposes only and should not be taken as any forecast of future performance. Investors redeeming through a Participating Dealer (whether directly or through a stockbroker) should note that there may be other additional fees and charges (including brokerage fees and charges) payable to the Participating Dealer, and that the Participating Dealer may ultimately pass on fees and charges which it paid to the Manager and/or the Trustee for the Redemption Application to the end investors. Investors should consult the relevant Participating Dealer for details on all additional fees and charges payable by investors.*

**13.8 Cancellation of Redemption Application of Units and Extension of Settlement Period (applicable to Participating Dealers only)**

In the event that Units, which are the subject of a Redemption Application, are not delivered to the Trustee for redemption in accordance with the foregoing, and subject to the Participation Agreement:

- (a) the Manager may charge the relevant Participating Dealer an Application Cancellation Fee;
- (b) the Manager may at its discretion require the Participating Dealer to pay to the account of the Sub-Fund, in respect of each Unit so cancelled Cancellation Compensation, being the amount (if any) by

which the Redemption Value of each such Unit is less than the Issue Price which would have applied in relation to each such Unit if the Participating Dealer had, on the final day permitted for delivery of the Units which are the subject of the Redemption Application, made a Creation Application in accordance with the Trust Deed plus any other amount as the Manager reasonably determines as representing any charges, expenses and losses suffered by the Sub-Fund as a result of such cancellation;

- (c) the Transaction Fee, the Extension Fee (if applicable) and/or Duties and Charges in respect of such Redemption Application shall remain due and payable (notwithstanding that the Redemption Application shall be deemed to never have been made) to the Sub-Fund; and
- (d) no previous valuations of the Deposited Property shall be re-opened or invalidated as a result of an unsuccessful Redemption Application.

Subject to the Participation Agreement, the Manager, with the approval of the Trustee, may at its discretion extend the settlement period, such extension to be on such terms and conditions (including as to the payment of any Extension Fee to the Sub-Fund) as the Manager with the approval of the Trustee may determine, but in any event not later than a date more than one month from the receipt of an effective Redemption Application unless the Market(s) in which a substantial portion of investments of the relevant Sub-Fund is made is subject to legal or regulatory requirements (such as foreign currency controls) thus rendering the payment of redemption proceeds within the aforesaid time period not practicable. In such case, subject to all applicable legal and regulatory requirements, payments may be delayed but the extended time frame for the payment of the redemption proceeds shall reflect the additional time needed in light of the specific circumstances in the relevant Market(s).

The Manager may charge a Transaction Fee in respect of Redemption Applications and may on any day vary the amount of the Transaction Fee it charges (but not as between different Participating Dealers). Subject to the Participation Agreement, the Transaction Fee shall be paid by or on behalf of the Participating Dealer submitting the Redemption Application(s) (and may be set off and deducted against any cash amount due to the Participating Dealer in respect of such Redemption Application(s)) to the Sub-Fund.

### **13.9 Deferral of Redemption Applications (applicable to Participating Dealers only)**

In the event that Redemption Applications are received for the redemption of Units representing in aggregate more than ten per cent (or such higher percentage as the Manager may determine in respect of the Sub-Fund(s)) of the total number of Units in a Sub-Fund then in issue, the Manager may direct the Trustee in writing to reduce the requests rateably and pro rata amongst all Holders seeking to redeem Units on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to ten per cent (or such higher percentage as the Manager may determine in respect of a Sub-Fund) of the Units in the Sub-Fund then in issue. Units which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests in respect of the relevant Sub-Fund themselves exceed ten per cent (or such higher percentage as the Manager may determine in respect of that Sub-Fund) of the Units in the relevant Sub-Fund then in issue) in priority to any other Units in the relevant Sub-Fund for which redemption requests have been received. Units will be redeemed at the Redemption Value prevailing on the Dealing Day on which they are redeemed.

### **13.10 Issue Price and Redemption Value (applicable to Participating Dealers only)**

The Issue Price of Units, created and issued pursuant to a Creation Application, shall be the Net Asset Value per Unit truncated at three decimal places or to such other truncation or rounding as the Manager may from time to time determine with the approval of the Trustee.

The Manager may change the method of determining the Issue Price of a Unit, subject to the prior approval of the Trustee, and the Manager shall arrange for such change to be announced on SGXNET.

The Redemption Value of Units tendered for redemption and cancellation shall be the Net Asset Value per Unit truncated at three decimal places or to such other truncation or rounding as the Manager may from time to time determine with the approval of the Trustee.

The Manager may change the method of determining the Redemption Value of a Unit, subject to the prior approval of the Trustee, and the Manager shall arrange for such change to be announced on SGXNET.

### **14. DIRECTED CASH DEALING**

Where a Participating Dealer subscribes or redeems in cash, the Manager may at its sole discretion (but shall not be obliged to) transact with a broker/dealer nominated by the Participating Dealer. Should the nominated broker/dealer default on, or change the terms for, any part of the transaction, the relevant Participating Dealer shall bear all the associated risks and costs. In such circumstances, the Manager has the right to transact with another broker/dealer and amend the terms of the Creation Application or Redemption Application to consider the default and the changes to the terms.

### **15. NO CERTIFICATES**

Certificates will not be issued in respect of Units in the Sub-Fund(s). Units will be deposited, cleared and settled by the CDP, and held in book-entry form. CDP is the registered owner (i.e. the sole Holder on record) of all outstanding Units deposited with the CDP and is therefore recognised as the legal owner of such Units. Investors owning Units are beneficial owners as shown on the records of CDP or the Participating Dealers (as the case may be).

### **16. DETERMINATION OF NET ASSET VALUE**

The Net Asset Value of each Sub-Fund will be determined by the Fund Administrator as at each Valuation Point applicable to the relevant Sub-Fund, which may be different from the close of any Market, by calculating the value of the assets of the relevant Sub-Fund and deducting the liabilities of the relevant Sub-Fund, in accordance with the terms of the Trust Deed.

Set out below is a summary of how the assets of the relevant Sub-Fund are valued, subject to the provisions of the Code:

- (a) Securities that are quoted, listed, traded or dealt in on any Market shall unless the Manager (in consultation with the Trustee) determines that some other method is more appropriate, be valued by reference to the price appearing to the Manager to be the official closing price or last known transacted price on the relevant Market, or, if there be no such official closing price or last known transacted price, the value shall be calculated by reference to the last traded price on a Market as the Manager may consider in the circumstances to provide fair criterion, provided that (i) if a Security is quoted or listed on more than one Market, the Manager shall adopt the relevant price quoted on the Market which in

its opinion provides the principal market for such Security; (ii) if prices on that Market are not available at the relevant time, the value of the Securities shall be certified by such firm or institution making a market in such investment as may be appointed for such purpose by the Manager; (iii) interest accrued on any interest-bearing Securities shall be taken into account, unless such interest is included in the quoted or listed price; and (iv) the Manager and the Trustee shall be entitled to use and rely on electronic price feeds from such source or sources as they may from time to time determine, notwithstanding that the prices so used are not the official closing prices or last traded prices as the case may be;

- (b) the value of each interest in any unlisted mutual fund corporation or Unit Trust shall be the latest available net asset value per share or unit in such mutual fund corporation or Unit Trust or if not available or appropriate, the last available bid or offer price for such unit, share or other interest;
- (c) except as provided for in paragraph (a)(iii) or (b), the value of any investment which is not listed, quoted or ordinarily dealt in on a Market shall be the initial value thereof equal to the amount expended out of the relevant Sub-Fund in the acquisition of such investment (including, in each case the amount of stamp duties, commissions and other acquisition expenses) provided that the Manager may at any time in consultation with the Trustee and shall at such times or at such intervals as the Trustee shall request cause a revaluation to be made by a professional person approved by the Manager as qualified to value such investments (which may, if the Trustee agrees, be the Manager);
- (d) cash, deposits and similar investments shall be valued at their face value (together with accrued interest) unless, in the opinion of the Manager in consultation with the Trustee, any adjustment should be made to reflect the value thereof; and
- (e) notwithstanding the foregoing, the Manager in consultation with the Trustee may adjust the value of any investment if, having regard to relevant circumstances, it determines that such adjustment is more appropriate to fairly reflect the value of the investment.

The Fund Administrator will perform any currency conversion at the rates which the Manager deems appropriate from time to time.

The above is a summary of the key provisions of the Trust Deed with regard to how the various assets of the relevant Sub-Fund are valued.

Any changes by the Manager to the method of determining the Net Asset Value as provided in Schedule 3 of the Trust Deed will require the prior written approval of the Trustee, the Trustee shall determine if the Holders should be informed of any such change. To the extent that Holders are to be informed of such change, this will be made via an announcement on SGXNET.

## **17. SUSPENSION OF DEALINGS**

Subject to the provisions of the Code, the Manager shall, after giving notice to the Trustee, have the right to suspend the creation and/or redemption of Units and/or delay the payment of any monies and transfer of any Securities in respect of any Redemption Application in the following circumstances:

- (a) during any period when trading on the SGX-ST or any other Recognised Stock Exchange is closed;
- (b) during any period when trading on the SGX-ST or any other Recognised Stock Exchange is restricted or suspended;

- (c) during any period when a Market on which a Security (that is a component of the Index for the relevant Sub-Fund) has its primary listing, or the official clearing and settlement depository (if any) of such Market, is closed;
- (d) during any period when dealing on a Market on which a Security (that is a component of the Index for the relevant Sub-Fund) has its primary listing is restricted or suspended;
- (e) during any period when, in the opinion of the Manager, settlement or clearing of Securities in the official clearing and settlement depository (if any) of such Market is disrupted;
- (f) during the existence of any state of affairs as a result of which delivery or purchase of Securities or disposal of investments for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, be effected normally or without prejudicing the interests of Holders of the relevant Sub-Fund;
- (g) during any period when the Index for the relevant Sub-Fund is not compiled or published;
- (h) during any breakdown in any of the means normally employed in determining the Net Asset Value of the relevant Sub-Fund or the Net Asset Value per Unit of the relevant Class or when for any other reason the Value of any Securities or other property for the time being comprised in the relevant Sub-Fund cannot, in the opinion of the Manager, reasonably, promptly and fairly be ascertained;
- (i) during any period when the determination of the Net Asset Value of the relevant Sub-Fund is suspended pursuant to the Trust Deed;
- (j) any 48 hours period (or such longer period as the Manager and the Trustee may agree) prior to the date of any meeting of Holders, or any adjourned meeting thereof;
- (k) in the case of a Feeder Fund, any period when the market on which the relevant Underlying Fund is listed, or the official clearing and settlement depository (if any) of such market, is closed, and such closure has an adverse impact on dealings in the primary market of the Feeder Fund;
- (l) in the case of a Feeder Fund, any period when dealings on the market on which the relevant Underlying Fund is listed, are restricted or suspended, and such restriction or suspension has an adverse impact on dealings in the primary market of the Feeder Fund;
- (m) in respect of a Feeder Fund, during a period when dealings in or trading of the relevant Underlying Fund is suspended;
- (n) during any period when the business operations of the Manager, the Trustee, the Custodian or any agent of the Trustee on which the Trustee relies to effect the creation/redemption of Units in the relevant Sub-Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riot, strikes or acts of God;
- (o) during any period when the market value or fair value of a material portion of the relevant Sub-Fund's Deposited Property cannot be determined;
- (p) during any period when the dealing of Units is suspended pursuant to any order or direction issued by the SGX-ST or MAS; or
- (q) during any circumstances as may be required under the provisions of the Code.

Subject to the provisions of the Code, a suspension of the determination of the Net Asset Value shall terminate upon the earlier of:

- (a) the Manager declaring the suspension is at an end; or
- (b) the first Dealing Day on which (i) the condition giving rise to the suspension has ceased to exist and (ii) no other condition under which suspension is authorised under the Trust Deed exists.

Whenever the Manager declares such a suspension, it shall as soon as practicable after any such declaration and at least once a month during the period of such suspension, publish an announcement on its website containing information about the suspension of the determination of the Net Asset Value and/or suspension of dealings. Such suspension will also be publicly announced on the SGXNET.

No Units will be created or issued during any period of suspension. The Manager may at any time by notice to the Trustee and the MAS, suspend the issue of Units if, as a result of the issue of such Units, a Sub-Fund would breach a provision of the Code Guidelines, and the relevant provisions relating to suspension of the right of Holders to redeem Units shall also apply in accordance with the provisions of the Trust Deed.

## **18. DISTRIBUTION POLICY**

The Manager will adopt a distribution policy for each Sub-Fund as set out in the relevant Appendix.

The Manager may make distributions out of distributable income and/or the capital of the Sub-Fund. Distributions (whether out of income and/or capital) may have the effect of lowering the Net Asset Value of the Sub-Fund and this will be reflected in the Redemption Value of the Units. Moreover, distributions out of capital may amount to a reduction of a Holder's original investment. Holders redeeming their Units may therefore receive an amount less than their initial investment. Such distributions may also result in reduced future returns to Holders.

Distributions will only be paid to the extent that they are available for distribution pursuant to the Trust Deed. Distributions are not guaranteed and are subject at all times to the Manager's discretion.

On a distribution, the Trustee, in accordance with the instructions of the Manager, will allocate the amount available for distribution and will pay such amount to the CDP who will in turn allocate and make the necessary payment to the Holders based on the number of Units held by each Holder on the record of the CDP or its depository agents.

Amounts to be distributed in respect of each Unit shall be rounded to the nearest S\$0.01 per Unit (unless otherwise described in the relevant Appendix for a Sub-Fund). Subject to the Trust Deed, any unclaimed distributions payable to a Holder may at the expiration of 6 years from the date upon which the same became payable paid into court subject to the right of the Trustee to deduct therefrom any expenses it may incur in making such payment.

## **19. FEES, CHARGES AND EXPENSES**

### **19.1 Management Fee**

The Manager is entitled to receive a management fee for each Sub-Fund, accrued daily and calculated as at each Dealing Day and payable monthly in arrears. The current management fee percentage in respect of each Sub-Fund is set out in the relevant Appendix.

Under the terms of the Trust Deed, the Manager may, on giving not less than one month's notice to the Trustee and the Holders of the relevant Sub-Fund, increase the rate of the management fee payable up to the maximum rate as permitted by the Trust Deed without the sanction of an extraordinary resolution.

## 19.2 General Expenses

Any promotional expenses incurred by any marketing agents and any fees imposed by such marketing agents on their customers investing in a Sub-Fund will not be paid (either in whole or in part) out of the assets of the relevant Sub-Fund(s).

All the expenses incurred in connection with the convening of meetings of Holders and all other transactional costs and operating costs (relating to the administration of a Sub-Fund) shall be paid out of the assets of the Sub-Fund.

The cost and expenses for the preparation of this Prospectus and any supplementary, replacement or updated prospectus, trust deed and any deeds supplemental or amendment and restating deeds, product highlights sheets, reports and/or other statements to Holders will be borne by the relevant Sub-Fund(s).

The costs of establishing the Phillip-China Universal MSCI China A 50 Connect ETF (which shall not exceed S\$250,000) may be paid out of the Deposited Property of the Phillip-China Universal MSCI China A 50 Connect ETF and may be amortised over a period of up to 5 years from the date of the first issue of its Units.

## 19.3 Fees and Charges Payable by Participating Dealers

The fees and charges payable by Participating Dealers in respect of a Sub-Fund are summarised as follows:

<b><i>Creation of Units:</i></b>	
Transaction Fee <sup>2</sup>	As specified in the relevant Appendix of a Sub-Fund.
Application Cancellation Fee <sup>3</sup>	As specified in the relevant Appendix of a Sub-Fund.
Extension Fee <sup>4</sup>	As specified in the relevant Appendix of a Sub-Fund.
<b><i>Redemption of Units:</i></b>	
Transaction Fee <sup>2</sup>	As specified in the relevant Appendix of a Sub-Fund.
Application Cancellation Fee <sup>3</sup>	As specified in the relevant Appendix of a Sub-Fund.
Extension Fee <sup>4</sup>	As specified in the relevant Appendix of a Sub-Fund.

The above fees and charges payable by the Participating Dealers may be passed on to the end investors

<sup>2</sup> A Transaction Fee (which includes the transaction charges and out-of-pocket expenses) is payable by a Participating Dealer to the Sub-Fund.

<sup>3</sup> The Application Cancellation Fee is payable by a Participating Dealer to the Sub-Fund on each occasion that a Creation or Redemption Application is cancelled by the Participating Dealer or the Trustee where applicable.

<sup>4</sup> The Extension Fee is payable by a Participating Dealer to the Sub-Fund on each occasion that the Manager, upon a Participating Dealer's request, grants the Participating Dealer an extended settlement in respect of an Application.



(those who choose to subscribe and/or redeem Units through a Participating Dealer) in full or in part, depending on the relevant Participating Dealer.

#### 19.4 Fees and Charges Payable by Investors Dealing in Units on the SGX-ST

The fees and charges payable by investors dealing in Units in a Sub-Fund on the SGX-ST are summarised as follows:

Subscription/Redemption fee	Nil
Brokerage	Market rates. Investors will have to bear brokerage fees charged by their stockbrokers.
Clearing fee and SGX access fee	Currently the clearing fee and SGX access fee for trading Units on the SGX-ST are 0.0325% and 0.0075% of the traded value <sup>#</sup> respectively and subject to the prevailing goods and services tax (“GST”).

<sup>#</sup> Subject to change at SGX-ST’s discretion.

#### 19.5 Fees and Charges Payable by a Sub-Fund

The fees and charges payable by a Sub-Fund are summarised as follows and are subject to the fee arrangement as specified in the relevant Appendix of a Sub-Fund:

Management Fee	As specified in the relevant Appendix of a Sub-Fund.
Trustee’s Fee	As specified in the relevant Appendix of a Sub-Fund.
Custodian Fee	The Custodian Fee may exceed 0.10% per annum of the Net Asset Value of a Sub-Fund depending on, amongst others, the size of the Sub-Fund and the number of transactions carried out.
Other fees and charges	Other fees and charges include fund administration and valuation fees, audit fees, accounting fees, licensing fees, corporate secretarial fees, printing costs and out-of-pocket expenses. Such fees and charges are subject to agreement with the relevant parties and may amount to or exceed 0.10% per annum of the Net Asset Value of a Sub-Fund, depending on the proportion each fee or charge bears to the Net Asset Value of a Sub-Fund.

## 20. REPORTS AND ACCOUNTS

The financial year-end of the Trust is 31 March every year. Audited accounts and the annual report will be prepared and made available on the Manager’s website at [www.phillipfunds.com](http://www.phillipfunds.com) within three months of each financial year-end (unless otherwise waived or permitted by the MAS). Semi-annual unaudited accounts and the semi-annual report will be prepared and made available on the Manager’s website at

[www.phillipfunds.com](http://www.phillipfunds.com) within two months of the end of the period covered by the relevant accounts and report (unless otherwise waived or permitted by the MAS). Printed copies of the audited accounts and annual report, semi-annual unaudited accounts and the semi-annual reports are not sent to Holders. Holders may obtain electronic copies of these accounts and reports from the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com). However, Holders who would like to receive printed copies of the accounts and reports may submit the relevant request to the Manager. The Trustee will also make available, or cause to be made available, hardcopies of the accounts and reports to any Holder who requests for them within 2 weeks of any request from such Holder (or such other period as may be permitted by the MAS). The contents of the reports will comply with the requirements of the Code and the Listing Rules.

Copies of the audited accounts, the annual reports, the semi-annual unaudited accounts and the semi-annual reports will also be made available on the SGXNET.

## **21. ANNOUNCEMENT OF MATERIAL INFORMATION**

The Manager will arrange for all material information that affects the Trust to be announced on SGXNET and on the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

## **22. TRUST DEED**

The Trust is established under Singapore law by the Trust Deed made between the Manager and the Trustee. All Holders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Trust Deed. In the event of any conflict between any of the provisions of this Prospectus and those of the Trust Deed, the provisions of the Trust Deed shall prevail. The Trust Deed contains provisions for the indemnification of the Trustee and the Manager and their respective agents and their relief from liability in certain circumstances. Holders and intending applicants are advised to consult the terms of the Trust Deed. All material amendments to the Trust Deed will be announced on the SGXNET.

## **23. MODIFICATION OF TRUST DEED**

The Trustee and the Manager may by deed supplemental or restated to the Trust Deed jointly modify, alter or add to the provisions of the Trust Deed provided that in the opinion of the Trustee such modification, alteration or addition (i) does not materially prejudice the interests of Holders in any Sub-Fund and does not operate to release to any material extent the Trustee or the Manager from any responsibility to the Holders in the relevant Sub-Fund, or (ii) is necessary in order to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law) or (iii) is to be made to remove obsolete provisions or to correct manifest errors. In all other cases modifications require the sanction of an extraordinary resolution of the Holders affected passed at separate meetings of the Holders of Units in each Sub-Fund affected by such modification, alteration or addition provided that where, in the opinion of the Manager and the Trustee, all Holders of Units in all Sub-Funds are affected in the same way, then such sanctions may be by way of an extraordinary resolution passed at a meeting of Holders which may be attended by the Holders of Units in all of the Sub-Funds.

## **24. VOTING RIGHTS**

The Trustee or the Manager may (and the Manager shall at the request in writing of Holders together registered as holding not less than one-tenth in value of the Units in issue) at any time convene a meeting of Holders, of Units of any Class or Sub-Fund at such time and place as it may think fit.

These meetings may be used to modify the terms of the Trust Deed, including to increase the maximum fees payable to the service providers, to remove the Trustee or to terminate the Trust or any Sub-Fund at any time. Such amendments to the Trust Deed must be passed by a 75% majority of the votes cast. For meetings to pass ordinary resolutions, Holders will be given at least 14 calendar days' notice (inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of such meeting. For meetings to pass extraordinary resolutions, Holders will be given at least 21 calendar days' notice (inclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of such meeting.

The Trustee, the Manager, the Custodian and their Connected Persons are prohibited from voting their beneficially owned Units at, or counted in the quorum for, the meeting at which they have a material interest (including, for the avoidance of doubt, interested party transactions (as defined in the Listing Rules and/or the listing rules of other Recognised Stock Exchange) in the business to be contracted).

In respect of voting rights where the Manager may face a conflict between its own interest and that of the Holders, the Manager shall cause such voting rights to be exercised in consultation with the Trustee.

## **25. RESTRICTIONS ON HOLDERS**

Every person purchasing Units will be deemed to have represented, agreed and acknowledged that it is not an Unauthorised US Person.

The Manager and/or the Trustee shall have power to impose such restrictions as the Manager and/or the Trustee may think necessary for the purpose of ensuring that no Units are acquired or held directly, indirectly or beneficially by:-

- any person in breach of the law or requirements of any country or governmental authority or any stock exchange on which the Units are listed;
- any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other persons, connected or not, or any other circumstances appearing to the Manager to be relevant) which in the opinion of the Manager might result in the Trust or any Sub-Fund, the Trustee or the Manager incurring any liability to taxation or suffering any other potential or actual pecuniary disadvantage or would subject the Manager, the Trustee, the Trust or any Sub-Fund, to any regulatory compliance which the Trust or the relevant Sub-Fund, the Trustee or the Manager might not otherwise have incurred, suffered or been subject to; or
- any person in breach of, or reasonably deemed by the Manager to be in breach of, any applicable anti-money laundering or FATCA or identification verification or national status or residency requirements imposed on him (whether under the terms of any underlying investment arrangement or otherwise) including without limitation the issue of any warranty or supporting document required to be given to the Trustee, the Registrar or the Manager.

If it shall come to the notice of the Manager or the Trustee that any Units are owned directly, indirectly or beneficially by any person in contravention of any such restrictions as are referred to in the Trust Deed, the Manager or the Trustee may give notice to such person requiring him to transfer such Units to a person who would not thereby be in contravention of any such restrictions as aforesaid or to request in writing the redemption of such Units in accordance with the provisions of the Trust Deed. If any person upon whom such a notice is served pursuant to the Trust Deed does not within 30 days after such notice transfer such Units as aforesaid or establish to the satisfaction of the Manager or the Trustee (whose judgment shall be final and

binding) that such Units are not held in contravention of any such restrictions he shall be deemed upon the expiration of 30 days after such notice to have requested in writing the redemption of all such Units pursuant to the provisions of the Trust Deed.

A person who becomes aware that he is holding or owning Units in contravention of any such restrictions as are referred to in the Trust Deed shall forthwith either transfer all such Units to a person who would not thereby be in contravention of any such restrictions as aforesaid or request in writing the redemption of all such Units pursuant to the provisions of the Trust Deed.

The Manager or the Trustee may at any time and from to time, by notice in writing, call upon any person holding directly or beneficially any Units to provide to the Manager or the Trustee such information and evidence as they shall require upon any matter concerned with or in relation to such person's holding of or interest in, or the ultimate beneficial owners of (or intermediate holders or owners of), the Units. The exercise by the Manager or the Trustee of the powers conferred by Clauses 3.4, 3.5, 3.6 or 7.23 of the Trust Deed shall not be questioned or invalidated in any case on the ground that there was insufficient evidence of ownership of Units by any person or that the true ownership of any Units was otherwise than appeared to the Manager or the Trustee at the relevant date, provided that the said powers shall have been exercised in good faith. Save where the Manager or the Trustee is found by a court of competent jurisdiction that it has been fraudulent, in wilful default or negligent, the Manager or the Trustee shall have no liability whatsoever to any person for any special, direct, indirect, consequential or any other damages (including lost profits) on account of anything done or omitted by the Manager or Trustee in exercising its duties and right to restrict or prevent ownership of Units by an Unauthorised US Person or any person falling under Clause 3.4 of the Trust Deed.

## **26. TRANSFER OF UNITS**

Units held by Holders may be transferred by an instrument in writing and must be signed (and, in the case of a body corporate, signed on behalf of or sealed) by the transferor and the transferee. The transferor shall be deemed to remain the Holder of the Units transferred until such time as the name of the transferee is entered in the Register pursuant to the transfer. All charges in relation to transfers, as may be imposed by the Trustee shall be borne by the Holder who is the transferor.

For so long as the Units are listed on the SGX-ST, transfers of Units between depositors (i.e. direct account holders with the CDP and depository agents whose names are entered in CDP's register in respect of Units held by them) shall be effected electronically through the CDP making an appropriate entry in CDP's electronic register of the Units that have been transferred in accordance with CDP trading requirements, and the above paragraph will not apply to such transfers.

## **27. CONFLICTS OF INTEREST**

The following inherent or potential conflicts of interest should be considered by prospective investors before investing in the Trust and/or Sub-Fund(s). Where any potential conflict of interest arises, the Manager will endeavour to ensure that any such conflict is resolved in a fair and equitable manner and in the best interest of the Trust and/or Sub-Fund(s) and its Holders.

- (a) The Manager and other service providers or their respective agents, delegates or associated parties may engage in or possess an interest in other business ventures of every kind and description, including (i) investments for their own account in securities held by the Trust and/or Sub-Fund from time to time (save and except for the Manager); or (ii) investment advisory or supervisory services with respect to securities or other types of financial investments. Each of the parties will ensure that the performance of their respective duties will not be impaired by any such involvement. If a conflict of

interest does arise, the parties will endeavour to ensure that it is resolved fairly and equitably and in the interest of the Trust or the relevant Sub-Fund(s). Moreover, each of them will devote to the Trust or the relevant Sub-Fund(s), as the case may be, only so much of their time as they deem necessary or appropriate in connection with the activities of the Trust or the relevant Sub-Fund(s) (as the case may be).

- (b) The Manager may from time to time act as manager or investment adviser or carry out other functions as may be required from time to time in relation to, or be otherwise involved in or with, other funds and clients which have similar investment objectives to those of the Trust or the relevant Sub-Fund(s). The Manager may, in the course of business, have potential conflicts of interest with the Trust or the relevant Sub-Fund(s). The Manager will, at all times give due regard in such event to its obligations to the Trust and the relevant Sub-Fund(s) and will endeavour to ensure that such conflicts are resolved fairly. To the extent that there are similar investment objectives, the Manager will, as far as practicable, endeavour to have the same Securities holdings for such overlapping areas with such Securities allocated on a fair and equitable basis among the relevant funds.
- (c) The Manager and their respective affiliates, delegates and their key personnel may, in certain circumstances, take positions in accounts of other clients opposite to those taken in relation to a Sub-Fund and/or take positions in accounts of other clients which involve conflicts or potential conflicts with positions taken by such Sub-Fund. These positions could adversely affect the performance of investments held by a Sub-Fund.
- (d) To the extent permitted by applicable law, the Manager and/or any of its affiliates or delegates may have a monetary or non-monetary interest in the transactions and/or a potential conflict of interest including the fact that the Manager and/or its affiliates or delegates may provide services to other parties in the same transactions and in turn earn profits from such services, including without limitation, investment management and advisory services, brokerage services, marketing services, providing research reports, consultancy services, acting in the same transactions as agent for more than one customer, and none of the Manager and its affiliates and delegates shall be liable to account for any profits earned from any aforementioned transactions, provided that such transactions are conducted on an arm's length basis.
- (e) Without limiting the generality of the forgoing paragraph (d), to the extent permitted by applicable law and the Code, the Manager may enter into portfolio transactions for or with the Trust and/or Sub-Fund either as agent, in which case it may receive and retain brokerage commissions, or as principal with the Trust and/or Sub-Fund provided that such transactions are carried out as if effected on normal commercial terms negotiated on an arm's length basis, consistent with best execution standards and subject to such commissions being charged at rates which do not exceed customary full service brokerage rates.
- (f) The Manager may share with any other person (including, but not limited to, any investor or any person introducing investors) any fees and other benefits to which it is entitled to receive from the Trust or a Sub-Fund. The Manager and any person connected with it, including any shareholder, director, officer and employee of the Manager or its associated companies, may invest in a Sub-Fund, and the Manager may allow to any such person a reduction or rebate of any fees to which the Manager is entitled.
- (g) The Manager may manage other funds and/or accounts and will remain free to provide such services to additional funds and accounts, including for their own accounts, in the future. The Manager may vary the investment strategies employed on behalf of a Sub-Fund from those used for itself and/or for

other clients. No assurance is given that the results of the trading by the Manager on behalf of a Sub-Fund will be similar to that of other funds and/or accounts concurrently managed by the Manager. It is possible that such funds and accounts and any additional funds and accounts to which the Manager in the future provides such services may compete with a Sub-Fund for the same or similar positions in the markets. Where the Manager is managing or advising other funds or accounts with similar investment policies to a Sub-Fund, it will ensure that appropriate investment opportunities are allocated on a fair and equitable basis between the Sub-Fund and such other funds or accounts.

- (h) The Fund Administrator, the Custodian and/or their respective Connected Persons may contract with or enter into any financial banking or other transaction with the Trust and/or Sub-Fund, any Holder or any company or body whose assets are held by or on behalf of the Sub-Fund. The Fund Administrator, the Custodian and/or their respective Connected Persons may deal, as principal or agent, with the Trust and/or Sub-Fund if such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis. In addition, any of the foregoing may own Units and hold, dispose or otherwise deal with the Units as well as hold or deal in any investments notwithstanding that similar investments may be held by or on behalf of the Sub-Fund. The Fund Administrator, the Custodian and their respective Connected Persons shall not be liable to account to any person for any profits or benefits made or derived by them in connection with any such transaction.
- (i) The Manager and its Connected Persons may, from time to time, acting on an arm's length basis, receive fees from portfolio companies for structuring, negotiating documentation, monitoring and administering of the facilities and securities of the portfolio companies.
- (j) The Manager may also trade with and lend securities to its related corporations and/or any third party. To mitigate any potential conflict of interest, the Manager will conduct the transactions on an arm's length basis. To the extent that the Manager engages in securities lending or repurchase transactions for a Sub-Fund, the revenue arising from such transactions will accrue to the relevant Sub-Fund.
- (k) Each Sub-Fund bears its own expenses. However, common expenses will be incurred on behalf of a Sub-Fund and one or more other clients. The Manager will seek to allocate those common expenses among the Sub-Fund(s) and the other clients in a manner that is fair and equitable over time. However, expense allocation decisions will involve potential conflicts of interest (e.g., conflicts relating to different expense arrangements with certain clients). The Manager may use a variety of methods to allocate common expenses among the Sub-Fund(s) and the other clients, including methods based on assets under management, relative use of a product or service, the nature or source of a product or service, the relative benefits derived by the Sub-Fund(s) and the other clients from a product or service, or other relevant factors. Nonetheless, because the Manager's expense allocations often depend on inherently subjective determinations, the portion of a common expense that the Manager allocates to the Sub-Fund(s) for a particular product or service may not reflect the relative benefit derived by such Sub-Fund(s) from that product or service in any particular instance.
- (l) The Trustee and its affiliates are or may be involved in other financial, investment and professional activities which may on occasion give rise to possible conflict of interest within the management of the Sub-Funds. The Trustee will ensure that the performance of its duties will not be impaired by any such involvement that it may have. In the event that a conflict of interest does arise, the Trustee shall endeavour to ensure that it is resolved fairly and in the interests of the Holders. Associates of the Trustee may be engaged to provide financial, banking or brokerage services to the Trust or buy, hold and deal in any investments, enter into contracts or other arrangements with the Trustee and make profits from these activities. Connected Persons of the Manager may also be engaged to provide

financial, banking or brokerage services to the Sub-Funds and make profits from these activities. Such services, where provided and such activities, where entered into, by Connected Persons of the Manager or associates of the Trustee, will be on an arm's length basis.

- (m) The Custodian (a related party to the Trustee) is presently providing fund administration, registrar/transfer agency and valuation services to the Sub-Funds. These services are provided on an arm's length basis and the fees for these services are permitted to be paid out of the Deposited Property of the relevant Sub-Fund under the provisions of the Trust Deed.
- (n) The Investment Advisor may be involved in other financial, investment and professional activities which may sometimes give rise to possible conflicts of interest with the management of the Sub-Fund(s), including without limitation, acting as investment manager or investment adviser, representative or otherwise in relation to or be otherwise involved in or with, other investment schemes, mandates or clients. Directors of the Investment Advisor may also hold directorships and/or senior management appointments in the Underlying Fund Manager. The Investment Advisor, and their directors, shall use reasonable endeavours to ensure that the performance of their duties shall not be impaired by any such involvement. The Investment Advisor and the Underlying Fund Manager are part of the same group of companies and are related entities. Where a conflict of interest arises with respect to the Investment Advisor's own interest, it shall endeavour to resolve such conflict of interest fairly and equitably and in the interest of the Sub-Fund.
- (o) The Investment Advisor may face situations in which their interest conflicts with those of other investment schemes or mandates with a similar investment focus, and even situations in which the interests of the Sub-Fund(s) conflict with that of the Investment Advisor. The Investment Advisor has implemented policies and procedures aimed at preventing situations involving conflicts of interests and resolving such situations if they may arise, taking into account the interest of the Holders of the Sub-Fund. The Investment Advisor will notify the Manager of any such conflicts of interest and the measures taken to resolve such conflict. Where the conflict of interest arises with other schemes or mandates, the Investment Advisor shall endeavour to resolve such conflict of interest fairly and equitably.
- (p) Subject to the provisions of the Code, the Sub-Fund(s) may invest in securities of affiliated parties of the Manager or the Investment Advisor. Any conflict of interests arising therefrom will be resolved fairly and such investments will be made on normal commercial terms and consistent with the investment objective, focus and approach of the Sub-Fund(s).

## **28. REMOVAL OF THE MANAGER**

If any of the following events shall occur, namely:-

- (a) the Manager shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously notified in writing to the Trustee) or if a receiver is appointed over any of its assets and shall not be discharged within 60 days or if a liquidator or judicial manager is appointed in respect of the Manager;
- (b) the Manager ceases to carry on business;
- (c) the Trustee shall form the opinion for good and sufficient reason, and shall so state in writing to the Manager that a change of manager is desirable in the interests of the Holders, provided that if the Manager within one month after such statement expresses its dissatisfaction in writing with such opinion, the matter shall then forthwith be referred to arbitration in accordance with the provisions of

the Arbitration Act 2001, before three arbitrators, the first of whom shall be appointed by the Manager, the second of whom shall be appointed by the Trustee and the third of whom shall be jointly appointed by the Manager and the Trustee (failing which appointment, the third arbitrator shall be appointed by the President of the Court of Arbitration of the Singapore International Arbitration Centre) and any decision made pursuant thereto shall be binding upon the Manager, Trustee and the Holders;

- (d) the Holders (for which purpose Units held or deemed to be held by the Manager shall not be included) by extraordinary resolution duly passed at a meeting of Holders, shall so decide; or
- (e) the MAS directs the Trustee to remove the Manager,

the Trustee may, by notice in writing to the Manager remove the Manager from office and upon service of such notice, the Manager shall cease to be the manager of the Trust.

The Trustee shall as soon as practicable and by not more than 30 days after the Manager has been removed from office, give notice to Holders to convene a meeting of Holders to consider an Extraordinary Resolution to approve some other person considered by the Trustee to be suitably qualified to act as manager of the Trust.

## **29. RETIREMENT OF THE MANAGER**

The Manager shall have the power to retire in favour of another manager considered by the Trustee to be suitably qualified, upon giving not less than 90 days' written notice to the Trustee and to the Holders and subject to such person entering into a deed or deeds providing for the matters mentioned under the Trust Deed. The Trustee shall as soon as practicable and by not more than 30 days after the Manager has indicated its intention to retire, give notice to Holders to convene a meeting of Holders to consider an extraordinary resolution to approve some other person considered by the Trustee to be suitably qualified to act as manager of the Trust.

Any change to the manager of the Trust will be announced forthwith on the SGXNET and on the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

## **30. REMOVAL OF THE TRUSTEE**

The Manager may by notice in writing to the Trustee remove the Trustee from office if any of the following shall occur, namely:

- (a) the Trustee shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously notified in writing to the Manager) or if a receiver is appointed over any of its assets or if a liquidator or judicial manager is appointed in respect of the Trustee;
- (b) the Trustee ceases to carry on business;
- (c) the Trustee fails or neglects after reasonable notice in writing from the Manager to carry out or satisfy any material obligations that may be imposed on the Trustee under the Trust Deed, and the Manager is of the opinion and states so in writing to the Trustee that a change of the Trustee is desirable and in the best interests of Holders as a whole;



- (d) the Holders (for which purpose Units held or deemed to be held by the Trustee shall not be regarded as being outstanding) by extraordinary resolution duly passed at a meeting of Holders, shall so decide; or
- (e) the MAS directs that the Trustee be removed.

The removal of the Trustee will be effective on and from the date on which a suitably qualified corporation as new trustee is appointment by supplemental deed.

### **31. RETIREMENT OF THE TRUSTEE**

Under the terms of the Trust Deed, the Trustee shall not be entitled to retire voluntarily except upon the appointment of a new trustee. Notwithstanding any other provisions of the Trust Deed, the Trustee may retire from office by giving not less than 90 days' written notice (or 30 days' written notice in the event of liquidation of the Manager, or a material breach by the Manager of its obligations under the Trust Deed) to the Manager. In the event of the Trustee desiring to retire the Manager shall find within 90 days (or, as the case may be, 30 days) from the date the Trustee notifies the Manager of such desire a new trustee to act as trustee and the Manager shall by deed supplemental hereto appoint such new trustee to be the trustee in the place of the retiring Trustee. If within a period of 90 days (or, as the case may be, 30 days) after the date on which the Trustee expresses in writing to the Manager its desire to retire, the Manager shall have failed to appoint a new trustee, the Trustee shall be entitled (but not obliged) to appoint a new trustee on the same basis as aforesaid or to terminate the Trust in accordance with the Trust Deed. The Trustee may only retire where adequate arrangements reasonably acceptable to the Manager have been made (i) for another trustee approved by the MAS to assume responsibility for the administration of the Trust, (ii) for another trustee to become a party to the Trust Deed, (iii) for the Trustee's interest in the Deposited Property to be transferred to that trustee (including all books, documents and records), and (iv) for the Trustee to retire at the same time as the new trustee replaces it. The Manager shall as soon as practicable after the date when a change of trustee is effective give notice to the Holders of such change of trustee specifying the name and the address of the office of the new trustee in accordance with all applicable legal and regulatory requirements.

### **32. LIABILITY AND INDEMNITY OF MANAGER, TRUSTEE AND REGISTRAR**

*Please note that the following paragraphs are extracts from the Trust Deed and investors should refer to the Trust Deed for full details on the clauses relating to exemptions from liability (as well as indemnities) provided to the Trustee and the Manager pursuant to the Trust Deed.*

None of the Trustee, the Manager or the Registrar or each of their duly appointed agents or delegates (hereinafter referred to as "**appointees**" for purposes of this paragraph 32 "Liability and Indemnity of Trustee, Manager and Registrar") shall incur any liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or other document of title, or other paper or document believed to be genuine and to have been passed, sealed or signed by the proper parties.

None of the Trustee, the Manager, the Registrar or each of their appointees shall be responsible for the authenticity of any signature on or any seal affixed to any endorsement on any certificate or to any instrument of transfer or form of application, request for realisation, endorsement or other document affecting the title to or transmission of Units (including signatures on such documents received by mail, facsimile, electronic mail or otherwise) or be in any way liable for any forged or unauthorised signature on or seal affixed to such endorsement, transfer, form or other document or for acting or relying on or giving effect to any such forged or unauthorised signature or seal or for exercising their discretion not to act on such instructions received by

mail, facsimile, electronic transmission or otherwise.

The Trustee, the Manager and each of their appointees may rely upon the established practice and rulings of any Recognised Stock Exchange and any committees and officials thereof on which any dealing in any investment is from time to time effected in determining what shall constitute a good delivery and any similar matters and such practice and rulings shall be conclusive and binding upon all persons under the Trust Deed.

None of the Trustee, the Manager or the Registrar or each of their appointees shall be responsible for acting upon any resolution purporting to have been passed at any meeting of Holders in a particular Sub-Fund or (as the case may be) of all the Holders of Units, in respect whereof minutes shall have been made and signed even though it may be subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not binding upon all the Holders in that Sub-Fund, or (as the case may be) all the Holders of Units.

None of the Trustee, the Manager or the Registrar or each of their appointees shall incur any liability to the Holders or any of them for doing or (as the case may be) failing to do any act or thing which by reason of any provision of any present or future law or regulation made pursuant thereto or of any decree, order or judgment of any court or by reason of any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any government or regulatory authority (whether legally or otherwise) either they or any of them shall be directed or requested to do or perform or to forbear from doing or performing. If for any reason it becomes impossible or impracticable to carry out the provisions of the Trust Deed, none of the Trustee, the Manager or the Registrar or each of their appointees shall be under any liability therefor or thereby.

The Trust Deed includes indemnities given in favour of the Trustee and the Manager and any indemnity expressly given to the Trustee or to the Manager or each of their appointees in the Trust Deed is in addition to and without prejudice to any indemnity allowed by law.

Nothing in any of the provisions of the Trust Deed shall (i) exempt either the Trustee, the Manager or each of their appointees (as the case may be) from or against any liability to Holders due to its fraud, wilful default or gross negligence or any liability to Holders imposed by virtue of any Singapore law in relation to its duties nor (ii) indemnify either the Trustee or the Manager (as the case may be) against such liability by Holders or at Holders' expense.

The Trustee and the Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, lawyers, agents or other persons acting as agents or advisers either of the Trustee or of the Manager and shall not be liable for anything done or omitted or suffered in good faith in reliance upon such advice or information.

Any advice, instruction or information may be obtained or sent by letter, telegram, facsimile transmission or electronic mail and neither the Trustee nor the Manager shall be liable for acting on any advice, instruction or information purported to be conveyed by any such letter, facsimile transmission or electronic mail notwithstanding that the same shall contain some error or shall not be authentic.

None of the Trustee, the Manager or the Registrar or each of their appointees shall be under any liability except such liability as may be expressly imposed by the Trust Deed nor shall any of them (save as herein otherwise appears) be liable for any act or omission of the other of them. For the avoidance of doubt, neither the Trustee nor the Manager shall be under any liability (save as otherwise provided in the Trust Deed) for any act or omission by the other party or any of its appointees.

Subject to the terms of the Trust Deed, the Manager and the Trustee and any of their appointees shall be indemnified out of the Deposited Property against any action, costs, claims, damages, liabilities, expenses or demands (other than those arising out of any liability or obligation to the Holders imposed on the Trustee or Manager pursuant to the laws of Singapore or the proper law of the Trust Deed (if different)) to which it may be put as trustee or manager (as the case may be) and for this purpose shall have recourse to the assets of the relevant Sub-Fund in respect of which such action, costs, claims, damages, liabilities, expenses or demands have been made or arose out of or, where such action, costs, claims, damages, liabilities, expenses or demands relate to the Trust as a whole, the Deposited Property or any part thereof. This indemnity, subject to the Trust Deed, shall survive the retirement, removal or discharge of the Trustee or the Manager. For the purposes of such indemnity and reimbursement, the Trustee or the Manager may from time to time realise such property of the Deposited Property in such manner and at such time as the Trustee or the Manager thinks fit upon prior written notice to the Manager or the Trustee, as appropriate.

For the avoidance of doubt, any reference to the Trustee in this paragraph 32 shall be construed to mean the Trustee in its own capacity and, where appropriate, in its capacity as the Registrar of the Trust.

The Trustee or the Manager or the Registrar or any custodian appointed by the Trustee or any Connected Person, employee or agent of those respective parties may contract or enter into any financial, banking or other transaction with one another or with any Holder or any company or body any of whose shares or Securities, financial instruments or investment products form part of any Sub-Fund or may be interested in any such contract or transaction provided that such contract or transaction shall be conducted at arm's length, and the Trustee, the Manager, the Registrar, the Custodian and such Connected Person, employee or agent of those respective parties shall not be in any way liable to account to the Trust or any Sub-Fund or the Holders or any of them for any profit or benefit made or derived thereby or in connection therewith.

The Trustee shall not be under any obligation to institute, acknowledge service of, appear in, prosecute or defend any action or suit in respect of the provisions of the Trust Deed or in respect of any Sub-Fund or any part thereof or any corporate or shareholders' action which in its opinion would or might involve it in expense or liability unless the Manager shall so request in writing and the Trustee shall be indemnified out of the Deposited Property of the relevant Sub-Fund to its satisfaction against any costs or expenses in connection with the Trustee instituting, acknowledging the service of, appearing, prosecuting or defending such action or suits.

Provided that the Trustee has exercised reasonable care and diligence in the selection, appointment and ongoing monitoring of any agent, nominee, custodian, co-custodian, sub-custodian or delegate (each a **"Correspondent"**) (having regard to the market in which the relevant Correspondent is located), the Trustee shall not be liable for any loss to the Trust (including any Sub-Fund) incurred by reason of any act or omission of, or liquidation, insolvency or bankruptcy of any Correspondent, save where such loss arises directly as a result of the fraud, wilful default or gross negligence of the Trustee.

Notwithstanding any other provision of the Trust Deed, under no circumstances shall the Trustee have any liability:

- (a) for any loss, damage, claim, cost or expense resulting from or caused by the liquidation, bankruptcy, insolvency, administration, act or omission of, any prime broker or central securities depository or clearing system or settlement system or clearing system depository or any other person with which any authorised investments and other property or assets acquired in relation to any Sub-Fund are deposited;
- (b) for any loss, damage, claim, cost or expense resulting from or caused by the authorised investments and other property or assets acquired in relation to any Sub-Fund which have been placed with any portfolio

managers, futures commission merchants, bankers, lenders, agents, nominees, brokers, prime brokers or other intermediaries upon the instructions of the Manager or the Manager's delegates;

- (c) for any loss, damage, claim, cost or expense resulting from or caused by the authorised investments and other property or assets acquired in relation to any Sub-Fund not registered in the name of the Trustee or its nominee; and
- (d) for any loss, damage, claim, cost or expense resulting from or caused by the insolvency of or act or omission of any Correspondent not appointed by it.

Subject to the terms of the Trust Deed, the Trustee and the Manager shall not be liable to any person for any indirect or consequential loss, loss of business, goodwill, opportunity or profit or any special or punitive damages of any kind whatsoever; in each case however caused or arising and whether or not foreseeable, even if advised of the possibility of such loss or damage.

In the absence of fraud, wilful default or gross negligence by the Manager or the Trustee, neither of them shall incur any liability by reason of any loss which any Holder may suffer by reason of any depletion in the Net Asset Value of any Sub-Fund which may result from any borrowing arrangements made hereunder by reason of fluctuations in rates of exchange or otherwise and (save as otherwise expressly provided in the Trust Deed) the Manager and the Trustee and its duly appointed agents shall be entitled to be indemnified out of and have recourse to the relevant Sub-Fund in respect of any liabilities, costs, claims or demands which it may suffer arising directly or indirectly from the arrangements referred to in the Trust Deed.

### **33. EXCHANGE CLEARANCE AND SETTLEMENT**

For the purpose of trading on the SGX-ST, a board lot for the Units will comprise such number of Units as stated in the relevant Appendix.

Upon listing and quotation on the SGX-ST, the Units will be traded under the electronic book-entry clearance and settlement system of CDP. All dealings in and transactions of the Units through the SGX-ST will be effected in accordance with the terms and conditions for the operation of Securities Accounts, as amended from time to time.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the Securities Accounts maintained by such accountholders with CDP.

#### **33.1 Clearance and Settlement under the Depository System**

The Units will be registered in the name of CDP or its nominee and held by CDP for and on behalf of persons who maintain, either directly or through depository agents, Securities Accounts with CDP. Persons named as direct Securities Account holders and depository agents in the depository register maintained by CDP will be treated as Holders in respect of the number of Units credited to their respective Securities Accounts. Investors should note that as long as the Units are listed on the SGX-ST, Units may not be withdrawn from the depository register kept by CDP.

Transactions in the Units under the book-entry settlement system will be reflected by the seller's Securities Account being debited with the number of Units sold and the buyer's Securities Account being credited with

the number of Units acquired and no transfer stamp duty is currently payable for the transfer of Units that are settled on a book-entry basis.

Units credited to a Securities Account may be traded on the SGX-ST on the basis of a price between a willing buyer and a willing seller. Units credited into a Securities Account may be transferred to any other Securities Account with CDP, subject to the terms and conditions for the operation of Securities Accounts and a transfer fee payable to CDP (investors should refer to the CDP's website at [www.sgx.com](http://www.sgx.com) for the latest applicable transfer fee). All persons trading in the Units through the SGX-ST should ensure that the relevant Units have been credited into their Securities Account, prior to trading in such Units, since no assurance can be given that the Units can be credited into the Securities Account in time for settlement following a dealing. If the Units have not been credited into the Securities Account by the due date for the settlement of the trade, the buy-in procedures of the CDP will be implemented.

Trading of the Units on the SGX-ST will be carried out in the currency(ies) as specified in the relevant Appendix, and will be effected for settlement in CDP on a scripless basis. Settlement of trades on a normal "ready" basis on the SGX-ST generally takes place on the second Business Day following the transaction date (or such other period as may be determined by CDP). CDP holds securities on behalf of investors in Securities Accounts. An investor may open a direct account with CDP or a sub-account with any CDP depository agent. A CDP depository agent may be a member company of the SGX-ST, bank, merchant bank or trust company.

### **33.2 Clearing Fees**

A clearing fee and an SGX access fee for the trading of Units on the SGX-ST is payable at the rate of 0.0325% and 0.0075% of the traded value respectively (or such other rate of clearing fee and SGX access fee as the SGX-ST may determine from time to time). The clearing fee, access fee, instrument of transfer, deposit fee and unit withdrawal fee may be subject to the prevailing GST.

### **33.3 Dual Currency Trading**

A Sub-Fund may be traded in different currency denominations on the SGX-ST, as specified in the relevant Appendix. Investors can buy and/or sell Units in a currency specified in the relevant Appendix, regardless of the currency in which it was first bought and/or sold.

Unit holdings will be consolidated in investors' CDP accounts so that the total number of Units can be viewed at a glance, for example, 1,000 SGD-denominated Units and 2,000 USD-denominated Units will be reflected as 3,000 Units in an investor's CDP account.

In most cases, the traded prices in the two currency counters should theoretically be equivalent or close to each other, taking into consideration the prevailing foreign exchange rate. However, in certain cases, due to market supply and demand factors in the respective counters and the market activity of the market makers, the price relationship and difference between the two counters might not necessarily be the foreign exchange rate between both counters.

Investors should refer to the SGX website at [www.sgx.com](http://www.sgx.com) for more information on dual currency trading.

## **34. TERMINATION**

The Trust is of indeterminate duration and shall continue until terminated in the manner provided in the Trust Deed.

The Trust may be terminated by the Trustee giving prior written notice to the Manager and the Holders if any of the following events shall occur, namely:

- (a) if the Manager goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously notified in writing to the Trustee) or if a receiver is appointed over any of its assets and shall not be discharged within 60 days or if a liquidator or judicial manager is appointed in respect of the Manager;
- (b) the Manager ceases to carry on business;
- (c) the Trustee forms the opinion for good and sufficient reason and shall so state in writing to the Manager that the Manager is incapable of performing its duties under the Trust Deed satisfactorily;
- (d) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the Trust and which renders the Trust illegal, impracticable or inadvisable in the good faith opinion of the Trustee to continue;
- (e) the Trustee shall be unable to find a person acceptable to the MAS to act as the new manager within 30 days after the retirement or removal of the Manager for the time being pursuant to the Trust Deed;
- (f) the Trustee shall have decided to retire pursuant to the Trust Deed, but after the expiration of 90 days after the Trustee giving notice to the Manager of its desire to retire, the Manager shall be unable to find a suitable person who is willing to act as trustee; or
- (g) the MAS directs the termination of the Trust.

The Trustee may, in its absolute discretion, terminate the Trust under any of the circumstances set out above, by giving three months' prior notice in writing to the Manager, save that the Trustee may terminate the Trust forthwith pursuant to paragraphs (a), (b), (d) and (g) above.

The Trustee may by notice in writing to the Manager, terminate one or more Sub-Funds if:

- (a) the Trustee forms the opinion for good and sufficient reason that the Manager is incapable of performing its duties under the Trust Deed satisfactorily in respect of the relevant Sub-Fund; or
- (b) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the relevant Sub-Fund and which renders the relevant Sub-Fund illegal, impracticable or inadvisable in the good faith opinion of the Trustee to continue.

The Trustee may, in its absolute discretion, terminate a Sub-Fund under any of the circumstances set out above, by giving three months' prior notice in writing to the Manager, save that the Trustee may terminate a Sub-Fund forthwith pursuant to paragraph (b) above.

The Trust may be terminated by the Manager in its absolute discretion by notice in writing to the Trustee and the Holders if:

- (a) after one Year from the date of the Trust Deed, the aggregate Net Asset Value of all the Units in each Sub-Fund outstanding hereunder shall be less than S\$30 million;

- (b) any law or regulation is passed or amended or any regulatory directive or order is imposed that affects the Trust and which renders the Trust illegal, impracticable or inadvisable in the good faith opinion of the Manager to continue; or
- (c) within a reasonable time and using commercially reasonable endeavours, the Manager shall be unable to find a person acceptable to the Manager to act as the new trustee after deciding to remove the Trustee for the time being pursuant to the Trust Deed.

The Manager may, in its absolute discretion, terminate the Trust under any of the circumstances set out above, by giving three months' prior notice in writing to the Trustee, save that the Manager may terminate the Trust forthwith pursuant to paragraph (b) above.

One or more Sub-Funds may be terminated by the Manager in its absolute discretion by notice in writing to the Trustee if:

- (a) after one Year from the date of establishment of the relevant Sub-Fund, the aggregate Net Asset Value of all the Units in the relevant Sub-Fund outstanding hereunder shall be less than S\$30 million;
- (b) any law or regulation shall be passed or amended or any regulatory directive or order is imposed that affects a Sub-Fund and which renders such Sub-Fund illegal, impracticable or inadvisable in the good faith opinion of the Manager to continue;
- (c) in the case where the Manager decides to retire, the Trustee shall be unable to find a person acceptable to the MAS to act as the new manager after the expiration of 30 days from the Manager giving the Trustee notice of its intention to retire pursuant to the Trust Deed;
- (d) the Index is no longer available for benchmarking or the Index licence agreement is terminated and no suitable replacement Index is available to the Sub-Fund;
- (e) the Units of the relevant Sub-Fund are no longer listed on the SGX-ST or any other Recognised Stock Exchange (as the case may be);
- (f) the CDP or any other central depository system for the holding and transfer of book-entry securities is no longer able to act as the depository for the Units listed on the SGX-ST or any other Recognised Stock Exchange (as the case may be);
- (g) the MAS revokes or withdraws the authorisation of the Sub-Fund under the Securities and Futures Act;
- (h) at any time, the relevant Sub-Fund ceases to have any Participating Dealer;
- (i) the Manager is unable to implement its investment strategy in respect of the relevant Sub-Fund;
- (j) at any time, the relevant Sub-Fund ceases to have any designated market maker; or
- (k) an amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger, consolidation or delisting occurs in respect of any Underlying Fund corresponding to that Sub-Fund, or there is a change in the managers or investment advisers of any such Underlying Fund.

The Manager may, in its absolute discretion, terminate a Sub-Fund under any of the circumstances set out above, by giving three months' prior notice in writing to the Trustee, save that the Manager may terminate a Sub-Fund forthwith pursuant to paragraphs (b), (e), (f) and (g) above.

The party terminating the Trust or relevant Sub-Fund shall give notice thereof to the Holders and by such notice fix the date at which such termination is to take effect which date shall not be less than three months after the service of such notice (unless otherwise stated). Any such notice to be given to Holders in relation to the termination of the Trust and/or a Sub-Fund will also be published on the Manager's website and SGXNET.

Further, the Holders may at any time authorise the termination of the Trust and/or a Sub-Fund by extraordinary resolution passed at a duly convened meeting of Holders.

Upon the Trust or any Sub-Fund being terminated, subject to authorisations or directions (if any) given to it by the Holders by extraordinary resolution:

- (a) No Participating Dealer may submit a Redemption Application.
- (b) The Manager shall arrange the sale of all investments then comprised in each Sub-Fund being terminated and such sale shall be carried out and completed in such manner and within such period after the termination of the relevant Sub-Fund as the Manager shall consider advisable.
- (c) The Trustee shall from time to time distribute to the Holders in each Sub-Fund being terminated rateably in accordance with the number of Units held by them respectively all net cash proceeds derived from the realisation of the investments comprised in the relevant Sub-Fund and available for the purposes of such distribution except that in the event that circumstances exist as a result of which, in the sole opinion of the Manager notified to the Trustee, it is not reasonably practicable to realise all the investments comprised in the relevant Sub-Fund, the Trustee shall, where possible, distribute to the Holders in each Sub-Fund rateably in accordance with the number of Units held by them respectively the investments available *in specie* at a valuation determined by the Manager (provided that no Holder will be required to accept the distribution to him of any assets *in specie* without his written consent).
- (d) All payments in respect of such distributions shall be made in accordance with the relevant provisions of the Trust Deed. Every such distribution shall be made only upon delivery to the Trustee of such form of request for payment as the Trustee shall in its absolute discretion require.
- (e) The Trustee shall not be bound (except in the case of the final distribution) to distribute any of the monies for the time being comprised in each Sub-Fund the amount of which is insufficient to pay S\$0.01 in respect of each Unit.
- (f) The Trustee shall be entitled to retain out of any monies comprised in the Trust or any Sub-Fund such sum as it shall determine to be full provision for all costs, charges, expenses, claims, demands, actions and proceedings incurred, made or instituted against or apprehended by the Trustee in connection with or arising out of the Trust or the termination thereof or of any Sub-Fund and shall, out of the monies so retained, be indemnified and saved harmless against any such costs, charges, expenses, claims, demands, actions and proceedings.
- (g) Subject to a supplemental deed having been duly executed pursuant to the Trust Deed and in accordance with the provisions of such deed, and paragraph (c) above, the Trustee may distribute the whole or any part of the entitlement of a Holder *in specie* or kind.



- (h) Any unclaimed proceeds or other monies held by the Trustee may at the expiration of 6 years from the date upon which the same became payable be paid into court, subject to the right of the Trustee to deduct therefrom any expenses it may incur in making such payment.

In the event that the Trust or any Sub-Fund is terminated by the Trustee or the Manager in accordance with the terms of this Prospectus or the Trust Deed, notice of such termination will be announced on the SGXNET and the Manager shall notify the MAS and the SGX-ST of such termination at least 7 days before the effective date of the termination of the Trust or any Sub-Fund.

## 35. TAXATION

The following summary of the principal Singapore income tax consequences applicable to the Sub-Fund(s) is based upon the proposed conduct of the activities to be carried out by the Trust, the Sub-Fund(s) and the Manager as described in this Prospectus. The following summary does not constitute legal or tax advice and does not address non-Singapore withholding taxes or other taxes that may be applicable to the income and gains derived from the investments of the Sub-Fund(s). The comments in this summary could be adversely affected if any of the material facts on which they are based should prove to be inaccurate.

The summary is based on the existing provisions of the relevant Singapore income tax laws and the regulations thereunder, the circulars issued by the MAS and practices and interpretation of such income tax laws in effect as of the date hereof, all of which are subject to change and differing interpretations at any time, either on a prospective or retrospective basis. Any such changes could adversely affect the summary herein. The summary does not purport to be comprehensive.

In addition, the comments herein are not binding on the Singapore tax authorities and there can be no assurance that the authorities will not take a position contrary to any of the comments herein. The summary is not intended to constitute a complete analysis of all the tax considerations relating to investment in the Units. It is emphasised that none of the Trust, the Sub-Fund(s), the Manager or any other persons involved in the preparation of the Prospectus accepts responsibility for any tax effects or liabilities resulting from the purchase, ownership or disposition of the Units. Prospective investors should consult their own tax advisers concerning the tax consequences of their particular situations.

### 35.1 Singapore Taxation

The Singapore tax information herein is based on section 13U of the Income Tax Act 1947 (“**Income Tax Act**”) as well as the Income Tax (Exemption of Income Arising from Funds Managed in Singapore by Fund Manager) Regulations 2010 (the “**Section 13U Regulations**”) (hereafter referred to as the “**Section 13U Tax Exemption Scheme**”), read with relevant circulars issued by the MAS in this regard from time to time. It should be noted that the changes announced during the Singapore Budget 2019 and 2022 on 18 February 2019 and 18 February 2022 respectively, further details of which were released in the MAS circulars dated 7 June 2019 and 19 September 2022, have yet to be legislated.

#### 35.1.1 Income Tax

Singapore income tax is imposed on income accruing in or derived from Singapore, and on foreign-sourced income received or deemed to have been received in Singapore, subject to certain exemptions. The corporate income tax rate in Singapore is currently 17%.

Singapore does not impose tax on capital gains. However, gains from the disposal of investments may be construed to be of an income nature and subject to Singapore income tax. Generally, gains on disposal of

investments are considered income in nature if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore.

As the investment and divestment of assets of the Trust is managed by the Manager, the Trust may be construed to be carrying on activities of a trade or business in Singapore. Accordingly, income from and gains on disposal of investments derived by the Trust should be considered as income accruing in or derived from Singapore and subject to Singapore income tax, unless the income and gains on disposal are exempted from tax pursuant to the Section 13U Tax Exemption Scheme.

### **Section 13U Tax Exemption Scheme**

The Trust, together with its Sub-Fund(s) will be applying for the Section 13U Tax Exemption Scheme (hereinafter referred to as an “**Enhanced-Tier Fund**”) pursuant to Section 13U of the Income Tax Act. If the application is approved, each of the Sub-Funds, as an Enhanced-Tier Fund, will enjoy tax exemption on Specified Income (as defined in the Section 13U Regulations) derived by the Enhanced-Tier Funds from Designated Investments (as defined in the Section 13U Regulations).

The below list of “Specified Income” and “Designated Investments” are reproduced from the MAS circular dated 19 September 2022.

(a) “Specified Income”

Unless specifically excluded, all income and gains derived on or after 19 February 2022 from “designated investments” will be considered as “specified income”. Excluded income or gains are defined to be:

- (i) distributions made by a trustee of a real estate investment trust (as defined in Section 43(10) of the Income Tax Act, which is a trust constituted as a collective investment scheme authorised under section 286 of the Securities and Future Act 2001 and listed on the Singapore Exchange, and that invests or proposes to invest in immovable property and immovable property-related assets) that is listed on the Singapore Exchange;
- (ii) distributions made by a trustee of a trust who is a resident of Singapore or a permanent establishment in Singapore, other than a trust that enjoys tax exemption under Sections 13D, 13F, 13L or 13U of the Income Tax Act;
- (iii) income or gain derived or deemed to be derived from Singapore from a publicly-traded partnership and / or non-publicly traded partnership, where tax is paid or payable in Singapore on such income of the partnership by deduction or otherwise; and
- (iv) income or gain derived or deemed to be derived from Singapore from a limited liability company, where tax is paid or payable in Singapore on such income of the limited liability company by deduction or otherwise.

(b) “Designated Investments”

The list of “designated investments” on or after 19 February 2022 is defined to mean:

- (i) stocks and shares of any company, other than an unlisted company that is in the business of trading or holding of Singapore immovable properties (other than one that is in the business of property development);
- (ii) debt securities (i.e. bonds, notes, commercial papers, treasury bills and certificates of deposits), other than non-qualifying debt securities (which refers to debt securities that do not enjoy the “Qualifying Debt Securities” tax status as defined under Section 13(16) of the Income Tax Act)

- issued by an unlisted company that is in the business of trading or holding of Singapore immovable properties (other than one that is in the business of property development);
- (iii) units in real estate investment trusts (“REITs”) and exchange traded funds constituted in the form of trusts and other securities (not already covered in other sub-paragraphs of this “designated investments” list) but excludes any securities issued by any unlisted company that is in the business of trading or holding of Singapore immovable properties (other than one that is in the business of property development);
  - (iv) futures contracts held in any futures exchanges;
  - (v) immovable property situated outside Singapore;
  - (vi) deposits held with any financial institution;
  - (vii) foreign exchange transactions;
  - (viii) interest rate or currency contracts on a forward basis, interest rate or currency options, interest rate or currency swaps, and financial derivatives relating to any designated investment specified in this list or financial index;
  - (ix) units in any unit trust, except:
    - (A) a unit trust that invests in Singapore immovable properties;
    - (B) a unit trust that holds stock, shares, debt or any other securities, that are issued by any unlisted company that is in the business of trading or holding of Singapore immovable properties (other than one that is in the business of property development); and
    - (C) a unit trust that grant loans that are excluded under (b)(x) below;
  - (x) loans (including secondary loans, credit facilities and advances), except:
    - (A) loans granted to any unlisted company that is in the business of trading or holding of Singapore immovable properties (other than one that is in the business of property development);
    - (B) loans to finance / re-finance the acquisition of Singapore immovable properties; or
    - (C) loans that are used to acquire stocks, shares, debt or any other securities, that are issued by an unlisted company that is in the business of trading or holding of Singapore immovable properties (other than one that is in the business of property development);
  - (xi) commodity derivatives (derivatives, the payoffs of which are wholly linked to the payoffs or performance of the underlying commodity);
  - (xii) physical commodities other than physical investment precious metals mentioned in (b)(xxvi) below, if:
    - (A) the trading of those physical commodities by the Enhanced-Tier Fund in the basis period for any year of assessment is done in connection with and is incidental to its trading of commodity derivatives (referred to in this sub-paragraph as related commodity derivatives) in that basis period; and
    - (B) the trade volume of those physical commodities traded by the Enhanced-Tier Fund in that basis period does not exceed 15% of the total trade volume of those physical commodities and related commodity derivatives traded in that basis period;
  - (xiii) units in a registered business trust;

- (xiv) emission derivatives (derivatives, the payoffs of which are wholly linked to the payoffs or performance of the underlying emission allowances) and emission allowances;
- (xv) liquidation claims;
- (xvi) structured products (as defined in Section 13(16) of the Income Tax Act);
- (xvii) Islamic financial products (recognised by a Shariah council, whether in Singapore or overseas) and investments in prescribed Islamic financing arrangements under Section 34B of the Income Tax Act that are commercial equivalents of any of the other “designated investments” specified in this list;
- (xviii) private trusts that invest wholly in “designated investments” specified in this list;
- (xix) freight derivatives (derivatives, the payoffs of which are wholly linked to the payoffs or performance of the underlying freight rates);
- (xx) publicly-traded partnerships that do not carry on a trade, business, profession or vocation in Singapore (the allocation of profits from such partnerships to the fund vehicle will be considered as specified income. However, the fund vehicle would not be entitled to a refund of any taxes that was imposed on the partnership profits. This would relate to the publicly-traded partnerships’ profits which are derived or deemed to be derived from Singapore, and examples of such income are payments that fall within section 12(6) and (7) of the Income Tax Act);
- (xxi) interests in limited liability companies that do not carry on any trade, business, profession or vocation in Singapore;
- (xxii) bankers’ acceptances issued by financial institutions;
- (xxiii) accounts receivables and letters of credits;
- (xxiv) interests in Tokumei Kumiai (“TK”) and Tokutei Mokuteki Kaisha (“TMK”); TK is a contractual arrangement under which one or more silent investors (the TK investor) makes a contribution to a Japanese operating company (the TK operator) in return for a share in the profit/ loss of a specified business conducted by the TK operator (the TK business). TMK is generally a type of corporation formed under Japanese law. It is a structure / entity used for securitisation purposes in Japan;
- (xxv) Non-publicly-traded partnerships that:
  - Do not carry on a trade, business, profession or vocation in Singapore; and
  - Invest wholly in designated investments specified in this list; and
- (xxvi) Physical investment precious metals, if the investment in those physical investment precious metals does not exceed 5% of the total investment portfolio, calculated in accordance with the formula  $A \leq 5\% \text{ of } B$ , where -
  - A is the average month-end value of the total investment portfolio in physical investment precious metals over the basis period; and
  - B is the value of the total investment portfolio as at the last day of the basis period.

In the event that the Trust fails to satisfy any of the qualifying conditions of the Section 13U Tax Exemption Scheme for any basis period, the Trust will not enjoy the tax exemption on “Specified Income” derived from “Designated Investments” for the basis period concerned. If at any time the Trust ceases to meet the qualifying conditions of the Section 13U Tax Exemption Scheme, the Trust has to inform the MAS in writing within 1 week of such event. The Trust can however continue to enjoy the

tax exemption in any subsequent basis period, if the Trust is able to satisfy the qualifying conditions of the Section 13U Tax Exemption Scheme in that subsequent period.

The Section 13U Tax Exemption Scheme is available until 31 December 2024. The Section 13U Tax Exemption Scheme applies for the life of the Trust even if the Section 13U Tax Exemption Scheme is not extended beyond this date, provided that all the Section 13U conditions continue to be met. The Section 13U conditions are as follows:

- (i) the Trust has a minimum fund size of at least S\$50 million at the time of application for approval under the Section 13U Tax Exemption Scheme;
- (ii) the Trust is managed or advised directly throughout each basis period for any year of assessment by a fund management company in Singapore, where the fund management company:
  - (A) must hold a capital markets services licence for the regulated activity of fund management under the Securities and Futures Act or is exempt from the requirement to hold such a licence under the Securities and Futures Act; and
  - (B) must employ at least three investment professionals (investment professionals refer to portfolio managers, research analysts and traders who are earning more than S\$3,500 per month and must be engaging substantially in the qualifying activity);
- (iii) the Trust incurs at least S\$200,000 in local business spending (i.e., spending in Singapore) in each basis period relating to any year of assessment;
- (iv) the Trust will not use the fund structure to serve other investment purposes apart from what it is approved for under the Section 13U Tax Exemption Scheme unless the MAS is satisfied that the change in the investment objective / strategy is made for a bona fide commercial purpose and approval is obtained from the MAS before the change takes effect;
- (v) the Trust cannot concurrently enjoy other tax incentive schemes; and
- (vi) the Trust satisfies any other conditions as specified in the letter of approval issued by the MAS approving the Fund for the purpose of the Section 13U Tax Exemption Scheme.

Except for the condition in the preceding paragraph (i) above which is required to be complied with at the time of application only, the Section 13U Conditions will have to be fulfilled by the Trust throughout the life of the Trust.

The Manager will endeavour to conduct the affairs of the Trust in such a way that it will satisfy the qualifying conditions for the Section 13U Tax Exemption Scheme. Notwithstanding the foregoing, there is no assurance that the Manager will, on an on-going basis, be able to ensure that the Trust will always meet all the qualifying conditions for the Section 13U Tax Exemption Scheme. Upon any such disqualification, the Sub-Funds will be exposed to Singapore tax on its income and gains, wholly or partially as the case may be, at the prevailing corporate tax rate. The Sub-Fund can however, enjoy the tax exemption under the Section 13U Tax Exemption Scheme in any subsequent period if it is able to satisfy the specified conditions in that subsequent period.

Under Section 10L of the Income Tax Act, despite anything in the Income Tax Act, the gains from the sale or disposal of any movable (which include tangible properties, shares, debt securities, etc) or immovable property situated outside Singapore at the time of such sale or disposal or any rights or interest thereof, that are received in Singapore from outside Singapore on or after 1 January 2024, are treated as income chargeable to tax under Section 10(1)(g) of the Income Tax Act for the year of assessment relating to the basis period in which the gains are received in Singapore. This is applicable

if the gains would not otherwise be chargeable to tax as income under Section 10(1) of the Income Tax Act; or the gains would otherwise be exempt from tax under the Income Tax Act. Section 10L of the Income Tax Act does not apply to certain entities such as entities with adequate economic substance. Currently, while there is definition in the Income Tax Act, further guidance on what constitutes adequate economic substance is not yet available. In the event that the Sub-Fund falls under the ambit of the Section 10L of the Income Tax Act, the Sub-Fund may be exposed to Singapore income tax on such gains. The tax on such gains will be assessed on the Trustee in its capacity as the trustee of the Sub-Fund.

#### *Singapore Withholding Tax*

Distributions made by the Sub-Fund to Holders will not attract Singapore withholding tax.

#### *Taxation of Holders*

Distributions made by the Sub-Fund should generally be exempt from Singapore income tax in the hands of Holders.

#### *Reporting obligations*

The Trust is required to submit an annual income tax return to IRAS. Additionally, the Trust is required to submit annual declaration to the MAS within four (4) months of each financial year-end.

### **35.2 PRC Taxation (applicable to the Phillip-China Universal MSCI China A 50 Connect ETF only)**

*In this paragraph 35.2 only, references to “PRC” or “China” refer to People’s Republic of China, excluding Hong Kong, Macau and Taiwan.*

*The following summary of PRC taxation on the Phillip-China Universal MSCI China A 50 Connect ETF’s key investments is of a general nature, for information purposes only, and is not intended to be an exhaustive list of all of the tax considerations that may be relevant to a decision to purchase, own, redeem or otherwise dispose of Units. This summary does not constitute legal or tax advice and does not purport to deal with the tax consequences applicable to all categories of investors. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, redeeming or disposing of Units both under the laws and practice of China and the laws and practice of their respective jurisdictions. The information below is based on the law and practice in force in China at the date of this Prospectus. The relevant laws, rules and practice relating to tax are subject to change and amendment (and such changes may be made on a retrospective basis). As such, there can be no guarantee that the summary provided below will continue to be applicable after the date of this Prospectus. Furthermore, tax laws can be subject to different interpretations and no assurance can be given that relevant tax authorities will not take a contrary position to the tax treatments described below.*

#### **A. PRC Corporate Income Tax (“CIT”)**

If the Phillip-China Universal MSCI China A 50 Connect ETF is considered as a tax resident enterprise of the PRC, it should be subject to CIT at 25% on its worldwide taxable income. If the Phillip-China Universal MSCI China A 50 Connect ETF is considered as a non-PRC tax resident enterprise with an establishment or place of business (“**PE**”) in the PRC, the profits and gains attributable to that PE should be subject to CIT at 25%.

If the Phillip-China Universal MSCI China A 50 Connect ETF is a non-PRC tax resident enterprise without a PE in the PRC or has a PE in the PRC but the income derived is not effectively connected with such PE, it will be subject to PRC Withholding Income Tax (“**WHT**”), generally at a rate of 10%, to

the extent it directly derives the PRC sourced passive income, unless a specific exemption or reduction is available under current PRC tax laws and regulations or relevant tax treaties.

The Manager intends to manage and operate the Phillip-China Universal MSCI China A 50 Connect ETF to the extent commercially feasible, in such a manner that the Phillip-China Universal MSCI China A 50 Connect ETF should not be treated as a tax resident enterprise of the PRC or non-PRC tax resident enterprise with a PE in the PRC for CIT purposes, although this cannot be guaranteed.

(i) Dividend

Under the current PRC CIT law, non-PRC tax residents (including the Phillip-China Universal MSCI China A 50 Connect ETF) without a PE in the PRC, should be subject to PRC WHT on cash dividends and bonus distributions from PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund). The general WHT rate applicable is 10%, subject to treaty relief.

- For dividends and distributions received by non-PRC tax residents (including the Phillip-China Universal MSCI China A 50 Connect ETF) from PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) traded via QFI regime, in practice, non-PRC tax residents (including the Phillip-China Universal MSCI China A 50 Connect ETF) are required to self-report the under-withheld WHT to the PRC tax bureau, given that such WHT are commonly not withheld.
- For dividends and distributions received by non-PRC tax residents (including the Phillip-China Universal MSCI China A 50 Connect ETF) from PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) traded via Stock Connect, the 10% WHT should be withheld by the underlying PRC listed companies in the investment portfolio of PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) according to Circular [2022] No. 24 (“**Circular 24**”) jointly issued by the MOF, STA and CSRC.

(ii) Capital gain

- Caishui [2014] No.79 promulgated by the MOF, the STA and the CSRC on 14 November 2014 (“**Circular 79**”) states that QFIs (without PE in the PRC or having a PE in the PRC but the income so derived in the PRC is not effectively connected with such PE) will be temporarily exempt from WHT on gains derived from the transfer of PRC equity investments effective from 17 November 2014. However, WHT will be imposed on capital gains realised by QFIs from the transfer of PRC equity investment assets realized prior to 17 November 2014 in accordance with laws. Practically, the above PRC equity investments are interpreted by PRC tax authorities to include PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund).
- According to Circular 24, capital gains derived by non-PRC enterprises (including the Phillip-China Universal MSCI China A 50 Connect ETF) from the trading of PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) via Stock Connect are temporarily exempt from WHT.

## **B. Value added Tax (“VAT”)**

On 23 March 2016, the MOF and the STA jointly released Caishui [2016] No.36 (“**Circular 36**”) on the VAT reform. VAT reform was officially implemented on 1 May 2016. Pursuant to Circular 36, gains derived from the trading of financial products in China would be subject to 6% VAT, unless there is specific exemption.

### (i) Dividend income

Dividend income or profit distributions from PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) are not included in the taxable scope of VAT and thus not subject to VAT.

### (ii) Capital gains

- According to Circular 36 and Caishui [2016] No.70 (“**Circular 70**”), capital gains realised by QFIs from the trading of PRC securities are exempted from VAT. Given ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) do not fall within “securities” basket under Circular 36 and Circular 70, technically, capital gains realised by QFIs from the trading of PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) are not exempt from VAT. However, in practice, some PRC tax bureaus are not proactively collecting VAT on capital gains realised by QFIs from the trading of PRC-incorporated ETFs. The above is subject to the PRC tax authority’s discretion during the tax clearance process for repatriation of such income though.
- According to Circular 24, capital gains realised by non-PRC enterprises (including the Phillip-China Universal MSCI China A 50 Connect ETF) from the trading of PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) via Stock Connect are exempt from VAT.

## **C. Stamp Duty (“SD”)**

SD generally applies to the execution and receipt of dutiable documents listed in the PRC SD Law which took effective on 1 July 2022.

Currently, SD is not imposed on the purchase or sale of PRC-incorporated ETFs (including the CUAM MSCI China A50 Connect Exchange Traded Fund) traded in the PRC.

### **PRC Tax Provisions**

The Manager has its own discretion on whether to make tax provision on the investment income derived by the Phillip-China Universal MSCI China A 50 Connect ETF in accordance with tax regulations, local tax practice, and professional and independent advice.

The Manager reserves the right to change the PRC tax provision policy in response to changes in PRC tax law and practices and expiration of temporary tax exemption. The Manager will review the tax provisions policy of the Phillip-China Universal MSCI China A 50 Connect ETF, and it may in future change the tax provisions policy, including making provisions to reflect taxes payable when considered appropriate. Investors should note this may have a substantial negative impact on the Net Asset Value of the Phillip-China Universal MSCI China A 50 Connect ETF.



Holders may be disadvantaged depending upon the final tax liabilities, the level of provision and when they subscribed and/or redeemed their Units. If no provision is made by the Manager in relation to all or part of the actual tax levied in future, investors should note that the Net Asset Value of the Phillip-China Universal MSCI China A 50 Connect ETF may be lowered, as the Phillip-China Universal MSCI China A 50 Connect ETF will ultimately have to bear the full amount of tax liabilities. In this case, the additional tax liabilities will only impact Units in issue at the relevant time, and the existing Holders and subsequent Holders will be disadvantaged, as such Holders will bear, through the Phillip-China Universal MSCI China A 50 Connect ETF, a disproportionately higher amount of tax liabilities as compared to those borne at the time of investment in the Phillip-China Universal MSCI China A 50 Connect ETF. On the other hand, in case tax provisions are made, and the actual tax liabilities are lower than such tax provisions, those persons who have already redeemed their Units before the actual tax liabilities are determined will not be entitled or have any right to claim any part of such overprovision.

### **35.3 Disposal or redemption of Units**

Singapore does not impose tax on capital gains. Any gains on disposal or redemption of Units are not liable to Singapore income tax provided Units are held as investment assets. Where Units are held as trading assets of a trade or business carried on in Singapore, any gains on disposal or redemption of Units are liable to Singapore income tax under Section 10(1)(a) of the Income Tax Act. Where Units were purchased with the intention or purpose of making a profit by disposal or redemption and not with the intention to be held for long-term investment purposes, any gains on disposal or redemption of Units could be construed as “gains or profits of an income nature” liable to tax under Section 10(1)(g) of the Income Tax Act.

Holders who have adopted or are required to adopt Financial Reporting Standard 109 – Financial Instruments (“**FRS 109**”), Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement (“**FRS 39**”) or their equivalents under the Singapore Financial Reporting Standard International (“**SFRS(I)**”) for financial reporting purposes may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on Units, irrespective of disposal.

Holders and prospective Holders of the Sub-Fund should consult their own accounting and tax advisers on the Singapore income tax consequences of their acquisition, holding or disposal of Units arising from the adoption of FRS 39, FRS 109 or their equivalents under the SFRS(I).

## **36. MISCELLANEOUS INFORMATION**

### **36.1 Inspection of Documents**

Copies of the following documents are available for inspection at the offices of the Manager during usual business hours on each Business Day:

- Trust Deed; and
- the latest available annual report and audited accounts, and the latest semi-annual report and unaudited semi-annual accounts of the Trust (once available).

### **36.2 Online publication of dealing prices**

The Net Asset Value per Unit of the Sub-Fund(s) and the respective Dealing Day to which the Net Asset Value per Unit relates to will be published on the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com) on the Business Day following each Dealing Day.

The Net Asset Value per Unit of the Sub-Fund(s) will also be announced on the SGXNET at the end of each week.

### **36.3 Information on the Internet**

The Manager will publish information with respect to the Trust and the Sub-Fund(s) on the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com) and on the SGXNET including:

- this Prospectus and the Product Highlights Sheet of each Sub-Fund (as may be updated, replaced or supplemented from time to time);
- the latest available annual report and audited accounts, and the latest semi-annual report and unaudited semi-annual accounts of the Trust (once available);
- any removal or retirement of the Manager;
- any public announcements made by the Trust, including information with regard to the Indices, notices of the suspension of the calculation of the Net Asset Value, changes in fees, suspension and resumption of trading and changes in the Participating Dealer(s);
- the monthly holdings, the closing Net Asset Value and Net Asset Value per Unit and fund performance information, in respect of each Sub-Fund;
- list of Participating Dealers in respect of each Sub-Fund;
- any material events relating to the management of the Trust; and
- tracking error and tracking difference in respect of each Sub-Fund.

Material information on the Index of each Sub-Fund will be available on the website of the relevant Index Provider.

### **36.4 Anti-Money Laundering Regulations**

As part of the Manager's and the Trustee's responsibility for the prevention of money laundering and countering the financing of terrorism and to comply with all applicable laws, regulations, notices, codes and guidelines to which the Manager, the Trustee, the Trust or any Sub-Fund is subject, the Manager, the Registrar or the Trustee may require a detailed verification of an investor's identity and the source of payment of any subscriptions. Depending on the circumstances of each application, a detailed verification may not be required where:

- the investor makes the payment from an account held in the investor's name at a recognised financial institution; or
- the application is made through a recognised intermediary.

These exceptions will only apply if the financial institution or intermediary referred to above is within a country recognised by the Trustee and the Manager as having sufficient anti-money laundering regulations.

### **36.5 Queries and Complaints**

If you have questions concerning the Trust or any Sub-Fund, you may call the Manager at telephone number (65) 6230 8133.

*The information relating to the Index of each Sub-Fund as presented in the relevant Appendix has been provided by the relevant Index Provider and/or extracted from publicly available information that have not been prepared or independently verified by the Manager, the Trustee or advisers in connection with the offering and listing of Units and none of them makes any representations as to or takes any responsibility for the accuracy, adequacy, timeliness or completeness of such information contained in the relevant Appendix. Any liability for errors or omissions in the relevant Appendix, or for any action taken in reliance on the information contained therein is hereby expressly disclaimed. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the relevant Appendix or any information contained therein.*

## APPENDIX I – PHILLIP-CHINA UNIVERSAL MSCI CHINA A 50 CONNECT ETF

### A. KEY INFORMATION

#### 1. Summary of Information

The following table is a summary of key information in respect of the Phillip-China Universal MSCI China A 50 Connect ETF and should be read in conjunction with the full text of this Prospectus.

Investment Objective	To provide investment results that, before fees, costs and expenses (including any taxes and withholding taxes), closely correspond to the performance of the MSCI China A 50 Connect Index
Investment Strategy	Replication Strategy
Index	MSCI China A 50 Connect Index
Index Provider	MSCI Inc.
Listing Date	On or around 20 March 2024
Exchange Listing	SGX-ST – Main Board
SGX Counter Name	Primary Currency (SGD): PHIL-CU MS CHINA A50 S\$ Secondary Currency (USD): PHIL-CU MS CHINA A50 US\$
Stock Code	Primary Currency (SGD): MCN Secondary Currency (USD): MCS
Trading Board Lot Size	1 Unit or such other number of Units as the SGX-ST may determine to be the trading board lot size
Currency of Account (Base Currency)	SGD
Trading Currencies	Primary Currency: SGD Secondary Currency: USD
Distribution Policy	Nil
Creation/Redemption (only applicable to Participating Dealers):	In cash  Application Unit size of 50,000 Units (or such higher number of Units in multiples thereof) or such other subscription amount as may be determined by the Manager
Dealing Deadline for subscription or redemption	11 a.m. (Singapore time) (or such other time as the Manager may determine with prior notification to Participating Dealers)
Fees and Charges Payable by Participating Dealers	<u>Creation and Redemption of Units</u> Transaction Fee: Up to SGD 500 per Application Application Cancellation Fee: Up to SGD 1,200 per Application Extension Fee: Up to SGD 1,200 per Application
Management Fee	Currently 0.01% per annum of the Net Asset Value. Maximum of 0.10% per annum of the Net Asset Value.

	The Management Fee is retained by the Manager as the Manager does not pay any trailer fees with respect to the Sub-Fund.
Trustee Fee	Currently 0.02% per annum of the Net Asset Value. Maximum of 0.10% per annum of the Net Asset Value.
Custodian Fee	The Custodian Fee may exceed 0.10% per annum of the Net Asset Value of the Sub-Fund depending on, amongst others, the size of the Sub-Fund and the number of transactions carried out.
Other fees and charges	Other fees and charges include fund administration and valuation fees, audit fees, accounting fees, licensing fees, corporate secretarial fees, printing costs and out-of-pocket expenses. Such fees and charges are subject to agreement with the relevant parties and may amount to or exceed 0.10% of the Net Asset Value of a Sub-Fund, depending on the proportion each fee or charge bears to the Net Asset Value of a Sub-Fund.
Fees and Charges Payable by Underlying Fund	Underlying Fund Manager Fee: Currently 0.50% p.a. of the Net Asset Value of the Underlying Fund. Underlying Fund Custodian Fee: Currently 0.10% p.a. of the Net Asset Value of the Underlying Fund.
Investor Profile	The Sub-Fund is <u>only</u> suitable for investors who: <ul style="list-style-type: none"> <li>• seek capital growth to China equities market;</li> <li>• seek investment results that, before fees, costs and expenses (including any taxes and withholding taxes), closely correspond to the performance of the Index; and</li> <li>• are comfortable with the volatility and risks of an equity fund which seeks to invest at least 90% of the Sub-Fund's Net Asset Value into the Underlying Fund.</li> </ul>

## 2. Investment Advisor

The Manager has appointed China Universal Asset Management (Hong Kong) Company Limited, with registered address at 3710-11, 37/F, Two IFC, 8 Finance Street, Central, Hong Kong S.A.R, as the investment advisor of the Sub-Fund (the "**Investment Advisor**"), via an investment advisory agreement.

The Investment Advisor was incorporated in Hong Kong as a limited liability company on 3 November 2009 and is a wholly owned subsidiary of China Universal Asset Management Company Limited. It is licensed with the Securities and Futures Commission of Hong Kong ("**SFC**") to conduct Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities. The Investment Advisor's licence with the SFC is subject to the condition that with respect to Type 1 regulated activity, it shall only carry on the business of dealing in collective investment schemes. The terms "collective investment scheme" and "dealing" are as defined under the Securities and Futures Ordinance. The Investment Advisor has a share capital of HKD362,900,000.00.

The directors and principal officer of the Investment Advisor are:-

#### Directors

##### **LI Wen**

Mr. Li joined China Universal Asset Management Co., Ltd. (“**CUAM**”) in 2004 and acted as the Chief Compliance Officer. Currently, Mr. Li is the Chairman of the Board of CUAM and China Universal Asset Management (Hong Kong) Company Limited, and the Chairman of Compliance and Risk Management Professional Committee of the Asset Management Association of China.

Prior to joining CUAM, Mr. Li worked as the Head of Audit Department in the People’s Bank of China, Xiamen City Branch, the Deputy Governor of the People’s Bank of China, Xinlin Sub-branch, the Deputy Administrator of the State Administration of Foreign Exchange, Xinlin Branch, the Deputy Director of Banking Supervisory I Division and Banking Supervisory II Division in the People’s Bank of China, Xiamen City Central Branch, the Deputy General Manager of the Capital Finance Management Department and the General Manager of the Audit Department in Orient Securities Company Limited. He also worked as the General Manager of Capital Finance Management Department in Orient Securities Company Limited.

Mr. Li holds a Doctoral Degree in Management.

##### **ZHANG Hui**

Mr. Zhang joined CUAM in 2005 and took the positions of the Deputy General Manager / Chief Investment Officer / Deputy President of Investment Decision Committee. He took over the role of General Manager of CUAM in June 2015. Mr. Zhang has been the responsible officer of China Universal Asset Management (Hong Kong) Company Limited since March 2013. He has also been the Director of China Universal Asset Management (Hong Kong) Company Limited since November 2013.

Mr. Zhang has many years of experience in asset management industry. Prior to joining CUAM, Mr. Zhang worked in SWS Research as the Senior Analyst. He also acted as the Senior Analyst, Head of Research and Fund Manager of Fullgoal Fund Management Co., Ltd. Mr. Zhang was a member of the 10<sup>th</sup> and 11<sup>th</sup> Issuance Examination Committee of China Securities Regulatory Commission.

Mr. Zhang holds a Master of Economics degree.

##### **DONG Liqing**

Mr. Dong has over 15 years of experience in finance and investment markets, covering major markets including mainland China, Hong Kong, Korea and Europe.

Mr. Dong joined China Universal Asset Management (Hong Kong) Company Limited in 2010 and currently acts as the Deputy Chief Executive Officer and is in charge of the overall business development, product development, and oversight of sales and marketing activities. Prior to joining China Universal Asset Management (Hong Kong) Company Limited, he acted as the Senior Manager in the International Business Development Department of CUAM.

Mr. Dong holds a Master of Science in Business Administration.

### Principal Officer – Wang Zhihua

Mr. Wang has nearly 30 years of investment experience in Greater China stock market. He is the first-generation of investment manager in the mainland capital market. His professional experience started in the early 1990s. Before mutual fund industry start in China, he was responsible for the proprietary trading in China's leading securities companies. After mutual fund era started, he became one of the fund managers of the largest open-end mutual fund issued by China's leading fund company.

Mr. Wang currently acts as Chief Investment Officer of China Universal Asset Management (Hong Kong) Company Limited (“**CUAMHK**”). Prior to joining CUAMHK, Mr. Wang worked as Manager of Research Department, Shenzhen Business Department, Zhongnan Securities, Baoan Group; Assistant General Manager of the Proprietary Securities Investment Department of Junan Securities Co., Ltd.; Fund Manager of China Asset Management Co., Ltd.; Fund Manager of CITIC Securities International Asset Management Co., Ltd.; Chief Investment Officer and Fund Manager of CSOP Asset Management Co., Ltd..

He holds a Bachelor degree from the Peking University and MBA degree from Guanghua School of Management, Peking University.

The Investment Advisor has been appointed on a non-discretionary basis and will provide advice and investment research to the Manager as to the investments of the Sub-Fund. Some of the other investment managers whom the Investment Advisor advises include Areca Capital Sdn Bhd.

The fees of the Investment Advisor of up to 0.01% per annum of the Sub-Fund's net asset value shall be paid by the Managers out of their Management Fee and are not paid out of the assets of the Sub-Fund.

The Investment Advisor will remain as investment advisor of the Sub-Fund until its appointment is terminated in accordance with the terms of the investment advisory agreement entered into between the Manager and the Investment Advisor. In the event that the Investment Advisor becomes insolvent, the Manager may by notice in writing terminate the Investment Advisor and appoint such person as investment advisor to provide advisory services to the Sub-Fund. Any change to the Investment Advisor of the Sub-Fund will be announced on the SGXNET.

There is no guarantee, warranty or undertaking given by the Investment Advisor as to the return, target, performance or profitability of the Sub-Fund (or any part of it). The Investment Advisor will not be liable to the Manager, the Sub-Fund or Holders of the Sub-Fund for any decline in value or underperformance of the Sub-Fund, as may be measured against any benchmark, objective, target or otherwise.

***Investors should note that past performance of the Investment Advisor is not necessarily indicative of the future performance of the Investment Advisor.***

### **3. Designated Market Makers**

The current designated market maker is Phillip Securities Pte Ltd. Please approach the Manager or refer to the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com) for the current list of designated market maker(s) of the Sub-Fund. Any changes to the designated market maker(s) will be announced on the SGXNET.

#### 4. Participating Dealers

Please approach the Manager or refer to the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com) for the current list of Participating Dealers of the Sub-Fund. Any changes to the Participating Dealers will be announced on the SGXNET.

#### 5. Dealing Deadline

The Dealing Deadline for purposes of subscription or redemption of Units in cash is 11 a.m. (Singapore time) (or such other time as the Manager may determine with prior notification to Participating Dealers).

### B. INVESTMENT OBJECTIVE, APPROACH AND STRATEGY

#### 1. Investment Objective

The investment objective of the Sub-Fund is to provide investment results that, before fees, costs and expenses (including any taxes and withholding taxes), closely correspond to the performance of the MSCI China A 50 Connect Index.

You should note that there is no guarantee that the Sub-Fund's investment objective will be achieved.

#### 2. Investment Approach and Strategy

The Sub-Fund is a Feeder Fund, which in seeking to achieve its investment objective, will invest at least 90% of its Net Asset Value in the CUAM MSCI China A50 Connect Exchange Traded Fund (the "**Underlying Fund**") directly and/or indirectly via the QFI status granted to the Manager, the Stock Connect, and/or through any permissible means available to the Sub-Fund under prevailing laws and regulations. The Underlying Fund is an exchange traded fund listed on the Shanghai Stock Exchange ("**SHSE**") that tracks the performance of the Index.

The Underlying Fund invests in securities which are for the time being constituent securities of the Index ("**Index Securities**"), comprised of the 50 largest securities representing each Global Industry Classification Standard (GICS®) sector and reflecting the sector weight allocation of the MSCI China A Index ("**Parent Index**"). The Underlying Fund is domiciled in China and is regulated by the CSRC. The Underlying Fund Manager is China Universal Asset Management Co., Ltd. (the "**Underlying Fund Manager**"). The Underlying Fund is not authorised by MAS and will not be directly offered to the public in Singapore. The Sub-Fund will invest in the Underlying Fund via the primary market (i.e. through creation and/or redemption applications with the Underlying Fund) and/or the secondary market (i.e. through the SHSE on which the Underlying Fund is listed).

The Sub-Fund will, as a Feeder Fund, primarily hold units in the Underlying Fund but may also directly hold Index Securities from time to time for the purposes of, and to facilitate, any subscription or redemption of units in the Underlying Fund.

#### Investment Objective, Focus and Approach of the Underlying Fund

The investment objective of the Underlying Fund is to track the Index by adopting a full replication strategy, with minimum tracking deviation and tracking error.

The Underlying Fund mainly invests in constituent stocks and alternative constituent stocks of the Index. In order to better achieve the investment objective, the Underlying Fund may invest a small amount in non-



constituent stocks (including stocks on the Main Board and Growth Enterprise Market and other stocks and depositary receipts permitted to be listed by CSRC), bonds (including treasury bonds, financial bonds, enterprise bonds, corporate bonds, subordinated bonds, exchangeable bonds, convertible bonds, convertible bonds with separation of warrants and bonds, Central bank bills, medium-term notes, local government bonds, government-backed bonds, government-backed institutional bonds, short-term financial bonds (including ultra-short-term financial bonds)), asset-backed securities, bond repurchase, bank deposits, inter-bank certificates of deposit, money market instruments, derivatives (including stock index futures, treasury bond futures and stock options), and other financial instruments permitted by laws and regulations or CSRC (subject to the relevant provisions of CSRC). The Underlying Fund may be engaged in financing and refinancing securities lending business in accordance with the laws and regulations.

The investment portfolio of the Underlying Fund will be reviewed regularly. Currently, at least 90% of the Underlying Fund's NAV will invest in constituent stocks and alternative constituent stocks of the Index, which should also be at least 80% of the Underlying Fund's non-cash fund assets, unless otherwise specified. The description of the index methodology is available at <https://www.msci.com/our-solutions/indexes/china-a-50-connect>. MSCI reviews and publishes the composition of the Index on a quarterly basis and the latest information relating to the Index is available at <https://www.msci.com/our-solutions/indexes/china-a-50-connect>.

The Underlying Fund mainly adopts the complete replication method, that is, the fund stock investment portfolio is constructed in full accordance with the composition and weight of the constituent stocks of the Index, and adjusted according to the changes of the constituent stocks of the Index and their weight. However, when the Underlying Fund cannot effectively replicate and track the Index due to special circumstances (such as insufficient liquidity), the Underlying Fund Manager may use other reasonable investment methods to construct the actual investment portfolio of the Underlying Fund to achieve the performance of the Index as far as possible.

Special circumstances include but are not limited to the following: (1) legal and regulatory restrictions; (2) severe liquidity shortage of constituent stocks of the Index; (3) long-term suspension of constituent stocks of the Index; (4) other reasonable reasons that seriously constrain the Underlying Fund Manager's tracking of the Index.

The Underlying Fund aims to strive for a daily tracking deviation absolute value of not more than 0.2%, and an annual tracking error of not more than 2%. If the tracking deviation and tracking error exceed the above-mentioned range due to adjustments in the Index compilation rules or other reasons, the Underlying Fund Manager shall take reasonable measures to avoid further expansion of the tracking deviation and tracking error.

If the Underlying Fund participates in the refinancing securities lending business, it shall meet the following requirements: The daily average net value of the Underlying Fund assets in the last 6 months shall not be less than RMB 200 million; the assets involved in the refinancing securities lending business shall not exceed 30% of the net value of the Underlying Fund assets, among which the lending securities with a lending period of more than 10 trading days shall be classified as liquidity-restricted assets; the amount of any individual security involved in the refinancing securities lending business shall not exceed 30% of the total amount of the security held by the Underlying Fund; the average remaining term of securities lending shall not exceed 30 days, and the average remaining term shall be calculated on a market value-weighted average basis. The securities lending transactions are carried out for the sole purpose of efficient portfolio management.

The Manager has no ability to control the manner in which the Underlying Fund Manager will make investments in accordance with the Underlying Fund's investment objective and strategy (which may change

from time to time). The Sub-Fund's performance and its ability to meet its investment objective are largely dependent on the Underlying Fund's performance. There can be no assurance that the Underlying Fund's investment objective and strategies will be successfully achieved or that the Sub-Fund or the Underlying Fund will yield attractive returns.

### **3. Investment Restrictions, Securities Lending and FDI Usage**

The Sub-Fund does not currently intend to invest in warrants, commodities, unlisted securities and precious metals. You should note however that the Sub-Fund may use and invest in derivatives, such as options, futures and forwards, for the purposes of hedging existing positions and/or efficient portfolio management.

As at the date of this Prospectus, the Units of the Sub-Fund are classified as Excluded Investment Products and Prescribed Capital Markets Products.

For so long as the Units of the Sub-Fund are Excluded Investment Products and Prescribed Capital Markets Products, the Sub-Fund does not and will not invest in any product or engage in any transaction which may cause the Units not to be regarded as Excluded Investment Products and Prescribed Capital Markets Products. The Manager may engage in securities lending or repurchase transactions for the Sub-Fund, where such securities lending or repurchase transactions are carried out solely for the purpose of efficient portfolio management and do not amount to more than 50% of the Net Asset Value of the Sub-Fund, and is in line with the Securities and Futures (Capital Markets Products) Regulations 2018 issued by the MAS (as may be amended from time to time). Any securities lending or repurchase transactions which the Manager may engage in will be in accordance with Appendix 1 of the Code.

To the extent that the Manager invests the Sub-Fund's assets in FDIs, such FDIs may be used for the purposes of hedging and/or efficient portfolio management in accordance with the Securities and Futures (Capital Markets Products) Regulations 2018 and Appendix 1 of the Code.

The Manager confirms that the global exposure of the Sub-Fund to FDIs or embedded FDIs will not exceed 100%. Such exposure would be calculated using the commitment approach.

### **4. Change in Investment Objective or Policy**

There will be no change to the investment objective and/or investment policy of the Sub-Fund during the 3-year period commencing from the date of this Prospectus, unless any such change is approved by an extraordinary resolution of Holders in a general meeting or such prohibition on changes to the investment objective and/or investment policy of the Sub-Fund is waived by the SGX-ST. Where there is any change to the investment strategy adopted for the Sub-Fund, such changes will be announced by the Manager through SGXNET. A list of the holdings of the Sub-Fund will be published in the monthly fund factsheet which is available on the Manager's website at [www.phillipfunds.com](http://www.phillipfunds.com).

### **C. SPECIFIC RISK FACTORS**

In addition to the risk factors described under paragraphs 6 "Risk Factors" and 7 "Risk Factors Relating to the Indices" of this Prospectus, investors should also consider the specific risks associated with investing in the Sub-Fund set out below before deciding whether to invest in the Sub-Fund.

## 1 Feeder risk

A sub-fund which invests all or substantially all of its assets into an underlying collective investment scheme is subject to the specific risks applicable to the collective investment scheme. Before investing in the Sub-Fund, prospective investors should familiarise themselves with the risk factors associated with the Underlying Fund.

The Sub-Fund invests at least 90% of its Net Asset Value into the Underlying Fund under the SHSE-SGX ETF Link (“**ETF Connect**”), which rules are subject to change from time to time, as may be determined by the SGX-ST, SHSE and the relevant regulatory authorities. In the event that the Sub-Fund is unable to comply with the ETF Connect rules on a continuing basis, the Sub-Fund may not be able to continue investing in the Underlying Fund or may be required to divest its investment in the Underlying Fund and invest into other underlying funds which track the Index. This may adversely impact the Sub-Fund’s value, depending on the ETF Connect rules, as amended from time to time.

The Sub-Fund invests at least 90% of its Net Asset Value into the Underlying Fund and may therefore be subject to the risks associated with the Underlying Fund. The performance of the Sub-Fund depends on the price of the Underlying Fund. The ability of the Sub-Fund to meet its investment objective is also largely dependent on the Underlying Fund. Past performance of the Underlying Fund is not necessarily a guide to future performance of the Underlying Fund or the Sub-Fund.

The performance of the Sub-Fund may deviate from the performance of the Underlying Fund due to the Sub-Fund’s holdings in investments other than the Underlying Fund, as well as the Sub-Fund’s fees and expenses. While the Sub-Fund seeks to minimise the tracking difference/tracking error arising from the Underlying Fund, there is no guarantee that the Sub-Fund may achieve such objective via investments other than investments in the Underlying Fund, due to various factors (e.g. timing differences/delays in adjusting the Sub-Fund’s investments). The Sub-Fund aims to strive for an absolute daily tracking difference of not more than 0.2%, and an annual tracking error of not more than 2%.

The Sub-Fund does not have control of the investments of the Underlying Fund and there is no assurance that the investment objective and strategy of the Underlying Fund will be successfully achieved which may have a negative impact to the Net Asset Value of the Sub-Fund. Holders also do not have any direct interest in the units of the Underlying Fund and will not be able exercise any voting right in respect of the Underlying Fund.

There may be additional costs involved when investing into the Underlying Fund. By investing in the Underlying Fund, the Sub-Fund will bear a proportion of the fees and charges of the Underlying Fund. Such fees and charges of the Underlying Fund will be deducted from the net asset value of the Underlying Fund and reflected in the net asset value per unit of the Underlying Fund.

There is also no guarantee that the Underlying Fund will always have high trading volume and sufficient liquidity and the Sub-Fund may not be able to realise or liquidate its investment in the Underlying Fund at such time as it wants to.

There is no assurance that the liquidity of the Underlying Fund will always be sufficient to meet realisation requests. Further, there could be trading suspension of the Underlying Fund in the secondary market in PRC and these factors may have an adverse impact on the Sub-Fund and its Holders.

## **2 Duplication of costs when investing in the Underlying Fund**

The Sub-Fund incurs costs of its own management and trustee fees. It should be noted that, in addition, the Sub-Fund incurs similar costs in its capacity as an investor in the Underlying Fund, which in turn pays similar fees to its manager and other service providers.

Further, the investment strategies and techniques employed by the Underlying Fund may involve frequent changes in positions and a consequent fund turnover. This may result in brokerage commission expenses which exceed those of underlying funds of comparable size.

As a consequence, the direct and indirect costs borne by the Sub-Fund is likely to represent a higher percentage of the NAV than would typically be the case with funds which invest directly in securities (and not through other underlying collective investment schemes).

## **3 Trading in Index Securities on the SHSE may be suspended**

The Index Securities may be temporarily or permanently suspended from trading. When the Index Securities are suspended from trading on a large scale, the Underlying Fund may not be able to sell the Index Securities in time to obtain sufficient redemption monies as required. In such cases, the Underlying Fund Manager may take measures to suspend redemption, and the investors will be exposed to the risk of being unable to redeem all or part of their Units.

## **4 Fluctuations risk**

The performance of the Underlying Fund should, before fees and expenses, correspond closely with the performance of the Index. If the Index experiences volatility or declines, the price of the Index Securities will vary or decline accordingly.

## **5 Licence to use Index may be terminated**

The Underlying Fund Manager is granted a licence by the Index Provider to use the Index to create the relevant Underlying Fund based on the Index and to use certain trade-marks and any copyright in the Index. The Underlying Fund may not be able to fulfil its objective and may be terminated if the licence agreement is terminated. The initial term of the licence agreement is for a period of one year and thereafter renewable for successive one-year periods. There can be no guarantee that the relevant licence agreement will be perpetually renewed. The Underlying Fund will be terminated if the Index ceases to be compiled or published and if there is no replacement index using the same or substantially similar formula for the method of calculation as used in calculating the Index.

In addition, the Manager has been granted a licence by the Index Provider to use the Index in specific circumstances, including but not limited to publication in marketing materials for the Sub-Fund and disclosure of Index data in this Prospectus. There can be no guarantee that this licence will be perpetually renewed. Termination grounds of the licence agreement entered into between the Manager and the Index Provider include any unforeseen circumstances (such as force majeure, war, turmoil, natural disaster, material change in political or economic policies, change in regulations of the competent authorities or a major adverse incident occurring in the stock market within the term of the agreement that prevents the performance of the agreement), company closure, termination in writing by the Manager or failure to pay Index fees.

## **6      Compilation of Index risk**

The Index Securities are determined and composed by the Index Provider without regard to the performance of the Underlying Fund. The Underlying Fund is not sponsored, endorsed, sold or promoted by the Index Provider. The Index Provider makes no representation, warranty, express or implied, to investors in the Underlying Fund or other persons regarding the advisability of investing in Index Securities generally or in the Underlying Fund particularly. The Index Provider has no obligation to take the needs of the Underlying Fund Manager or investors in the Underlying Fund into consideration in determining, composing or calculating the Index. There is no assurance that the Index Provider will compile the Index accurately, or that the Index will be determined, composed or calculated accordingly. In addition, the process and the basis of computing and compiling the Index and any of its related formulae, constituent companies and factors may at any time be changed or altered by the Index Provider without notice. Consequently there can be no guarantee that the actions of the Index Provider will not prejudice the interests of the Underlying Fund, the Underlying Fund Manager or investors.

## **7      Composition of Index may change**

The Index Securities will change as the Index Securities are delisted or as new securities are included in or as existing securities are removed from the Index. When this happens, the weightings or composition of the Index Securities owned by the Underlying Fund will change as considered appropriate by the Underlying Fund Manager to achieve its investment objective. Thus, an investment in Units will generally reflect the Index as its constituents change and not necessarily the way it is comprised at the time of an investment in Units. However, there can be no guarantee that the Underlying Fund will, at any given time, accurately reflect the composition of the Index.

## **8      Trading Differences risk**

As the SHSE may be open when Units in the Sub-Fund are not priced, the value of the Securities in the Sub-Fund's portfolio may change on days when investors will not be able to purchase or sell the Sub-Fund's Units. Furthermore, the market price of Index Securities listed on the SZSE or SHSE may not be available during part or all of the SGX-ST trading sessions due to trading hour differences which may result in the trading price of the Sub-Fund deviating away from the NAV. Securities listed in stock exchanges in the PRC are subject to trading bands which restrict increases and decreases in the trading price. Units listed on the SGX-ST are not. This difference may also increase the level of premium or discount of the Unit price to its NAV. There may also be a time lag in terms of disclosure of information that is likely to affect the price of the Underlying Fund's units, and such disclosures will be made in Chinese. Singapore investors will be notified of such information in English.

Singapore investors will also be notified, in English, of any public information released relating to the Underlying Fund that is likely to materially affect the price of the Sub-Fund's Units in a timely manner after it has been made publicly available by the Underlying Fund.

## **9      Delisting risk of Underlying Fund**

The Underlying Fund is subject to the listing rules of the SHSE and may be delisted if it is unable to comply with the said rules or at the discretion of the SHSE. In such event, the Sub-Fund will no longer be able to invest into the Underlying Fund and may not be able to invest into any other underlying fund in order to meet its investment objective. This may have a negative impact on the value of the Units and may result in the termination of the Sub-Fund.

## **10 Initial Offer Period risk**

As a Feeder Fund, the subscription monies raised during the Initial Offer Period will be invested into the Underlying Fund after the close of the Initial Offer Period and prior to listing of the Units on the SGX-ST, in order for units in the Underlying Fund to be issued to the Phillip-China Universal MSCI China A 50 Connect ETF on or by the said listing date. There is a possibility that the value of the Units on the listing date may deviate from the Initial Offer Price of the Units due to fluctuations in the value of the Underlying Fund during the period when the subscription monies are invested into the Underlying Fund and the listing date.

### **Risks relating to the PRC generally**

## **11 China Market risks**

The Sub-Fund invests in the China market and is subject to the relevant risks associated with the China market, including but not limited to QFI regime associated risks, RMB distribution risks, PRC tax risks and RMB currency and conversion risks.

## **12 PRC economic, political and social conditions as well as government policies**

The economy of China, which has been in a state of transition from a planned economy to a more market-oriented economy, differs from the economies of most developed countries in many respects, including the level of government involvement, its state of development, its growth rate, control of foreign exchange, and allocation of resources.

Although the majority of productive assets in China are still owned by the PRC government at various levels, in recent years, the PRC government has implemented economic reform measures emphasising the use of market forces in the development of the economy of China and a high level of management autonomy. The economy of China has experienced significant growth in the past 20 years, but growth has been uneven both geographically and among various sectors of the economy. Economic growth has also been accompanied by periods of high inflation. The PRC government has implemented various measures from time to time to control inflation and restrain the rate of economic growth and carried out economic reforms to achieve decentralisation and utilisation of market forces to develop the economy of the PRC. Any adjustment and modification of those economic policies may have an adverse impact on the securities market in the PRC as well as the Index Securities which are constituents of the Index and/or the underlying issuers of the Shares or interests issued by PRC companies and listed on the SZSE or the SHSE (the “**China A-Shares**”) in the investment portfolio of the Underlying Fund. Furthermore, the PRC government may from time to time adopt corrective measures to control the growth of the PRC economy which may also have an adverse impact on the capital growth and performance of the Sub-Fund. Political changes, social instability and adverse diplomatic developments in the PRC could result in the imposition of additional government restrictions including expropriation of assets, confiscatory taxes or nationalisation of some or all of the property held by the underlying issuers of the China A-Shares in the investment portfolio of the Underlying Fund and/or the Index.

## **13 PRC government control of currency conversion and future movements in exchange rates**

The value of the Sub-Fund’s investment portfolio will reflect the dividends and distributions received from the underlying issuers of the China A-Shares in the investment portfolio of the Underlying Fund which are converted at the prevailing foreign exchange rate.

The existing PRC foreign exchange regulations have significantly reduced government foreign exchange

controls for transactions under the current account, including trade and service related foreign exchange transactions and payment of dividends. However, we cannot predict whether the PRC government will continue its existing foreign exchange policy and when the PRC government will allow free conversion of the RMB to foreign currency.

Foreign exchange transactions under the capital account, including principal payments in respect of foreign currency-denominated obligations, currently continue to be subject to significant foreign exchange controls and require the approval of the SAFE.

#### **14 PRC laws and regulations**

The PRC legal system is based on written statutes and their interpretation by the Supreme People's Court. Prior court decisions may be cited for reference but have no precedent value. Since 1979, the PRC government has been developing a comprehensive system of commercial laws, and considerable progress has been made in introducing laws and regulations dealing with economic matters such as foreign investment, corporate organisation and governance, commerce taxation and trade. However, because these laws and regulations affecting securities markets are relatively new and evolving, and because of the limited volume of published cases and judicial interpretation and their non-binding nature, interpretation and enforcement of these regulations involve significant uncertainties. In addition, as the PRC legal system develops, no assurance can be given that changes in such laws and regulations, their interpretation or their enforcement will not have a material adverse effect on their business operations.

#### **15 PRC market risk/Volatility of China A-Shares**

You should note that the SZSE or SHSE on which China A-Shares are traded are undergoing development and the market capitalisation of, and trading volumes on those exchanges are lower than those in more developed financial markets. Generally, investments in or linked to emerging markets, such as the market for China A-Shares, may involve increased risk such as the likelihood of a high degree of market volatility, lack of a liquid trading market, currency risks/control, political and economic uncertainties, legal, regulatory and taxation risks, custody risks and settlement risks in the China A-Share markets. The China A-Share markets may be more volatile and unstable (e.g. due to suspension of particular stocks or government intervention) than those in the more developed markets. All these may result in significant fluctuations in the prices of China A-Shares which are Index Securities, which may in turn adversely affect the NAV of the Underlying Fund and the Sub-Fund.

#### **16 Risks relating to dependency on China A-Share and China A-Share ETF market**

The existence of a liquid trading market for China A-Shares and ETFs listed in the PRC (such as the Underlying Fund) may depend on whether there is supply of, and demand for, such China A-Shares and ETFs. The price at which the China A-Shares may be purchased or sold by the Underlying Fund may be adversely affected if trading markets for China A-Shares are limited or absent. This may have impact on the price at which units of the Underlying Fund may be purchased or sold by the Sub-Fund.

Further, the price at which units of the Underlying Fund may be purchased or sold by the Underlying Fund and the Net Asset Value of the Sub-Fund may be adversely affected if trading markets for the Underlying Fund are limited or absent.

Investors should note that the SZSE and the SHSE on which China A-Shares and the Underlying Fund are traded are undergoing development and the market capitalisation of those stock exchanges are lower than those in more developed markets.

The China A-Share and China A-Share ETF market may be more volatile and unstable (for examples due to the risk of suspension of a particular stock or government intervention) than those in more developed markets. A Participating Dealer may not be able to create and redeem Units if the units of the Underlying Fund are not available.

Market volatility and settlement difficulties in the China A-Share and ETF markets may also result in significant fluctuations in the prices of the China A-Shares and ETFs traded on such markets and thereby may affect the value of the Sub-Fund.

#### **17 Risks relating to suspension of the China A-Share and China A-Share ETF market**

Securities exchanges in the PRC typically have the right to suspend or limit trading in any security traded on the relevant exchange; a suspension will render it impossible for the Manager to liquidate positions and can thereby expose the Sub-Fund to losses. Under such circumstances, while creation/redemption of the Sub-Fund's Units may be suspended, subject to the Manager's discretion, the trading of the Sub-Fund on the SGX-ST may or may not be suspended. If trading of the Underlying Fund on the SHSE is suspended, it may be difficult for the Manager to determine the Net Asset Value of the Sub-Fund. Where trading of the Underlying Fund on the SHSE is suspended, the Manager may determine to suspend the creation and redemption of Units of the Sub-Fund, and/or delay the payment of any monies in respect of any Redemption Application. If the trading of the Sub-Fund on the SGX-ST continues when the trading of the Underlying Fund is suspended, the trading price of the Sub-Fund may deviate away from its Net Asset Value.

As a result of the trading band limits imposed by the stock exchanges in the PRC on China A-Shares and China A-Share ETFs (including the Underlying Fund), it may not be possible for Participating Dealers to create and/or redeem Units of the Sub-Fund on a Dealing Day, because the Underlying Fund may not be available if the trading band limit has been exceeded or it is impossible to liquidate positions. This may lead to higher tracking error and may expose the Sub-Fund to losses. Further, the price of the Units of the Sub-Fund may be traded at a premium or discount to its Net Asset Value.

#### **18 Accounting and Reporting Standards**

Accounting, auditing and financial reporting standards and practices applicable to PRC companies may be different to those standards and practices applicable to countries that have more developed financial markets. For example, there are differences in the valuation methods of properties and assets and in the requirements for disclosure of information to investors.

#### **19 QFI Regulations risk**

The current QFI Regulations include rules on investment restrictions applicable to a Sub-Fund. Transaction sizes for QFIs are relatively large (with the corresponding heightened risk of exposure to decreased market liquidity and significant price volatility leading to possible adverse effects on the timing and pricing of acquisition or disposal of securities).

Onshore PRC securities are registered in the joint names of the Manager and the Sub-Fund in accordance with the relevant rules and regulations, and maintained in electronic form via a securities account with the CSDCC. The Manager selects the PRC Broker to act on its behalf in the onshore PRC securities market as well as the PRC Custodian to maintain its assets in custody in accordance with the terms of the PRC Participation Agreement.

In the event of any default of either the relevant PRC Broker or the PRC Custodian in the execution or



settlement of any transaction or in the transfer of any funds or securities in the PRC, a Sub-Fund may encounter delays in recovering its assets which may in turn adversely impact the Net Asset Value of the Sub-Fund.

The regulations which regulate investments by QFIs in the PRC and the repatriation of capital from QFI investments are relatively new. The application and interpretation of such investment regulations are therefore relatively untested and there is no certainty as to how they will be applied as the PRC authorities and regulators have been given wide discretion in such investment regulations and there is no certainty as to how such discretion may be exercised now or in the future.

Changes to the foreign investment regulation in the PRC may be made at any time by the CSRC and the SAFE, and such changes may have a detrimental impact on the ability of a Sub-Fund to achieve its investment objective.

## **20 PRC Custodian and PRC Broker risk**

Onshore PRC assets will be maintained by the PRC Custodian in electronic form via a securities account with the CSDCC and a special deposit account with the PRC Custodian.

The Manager also selects the PRC Broker to execute transactions for a Sub-Fund in the PRC markets. When selecting PRC Broker(s), the Manager will have regard to factors such as the competitiveness of commission rates, size of the relevant orders and execution standards. Should, for any reason, the Manager be unable to use the relevant broker in the PRC, the operation of a Sub-Fund would be adversely affected and may cause Units to trade at a premium or discount to the Sub-Fund's Net Asset Value or unable to track the relevant Index. A Sub-Fund may also incur losses due to the acts or omissions of either the PRC Broker(s) or the PRC Custodian in the execution or settlement of any transaction or in the transfer of any funds or securities. Subject to the applicable laws and regulations in the PRC, the Manager will make arrangements to ensure that the relevant PRC Broker and PRC Custodian have appropriate procedures to properly safe-keep a Sub-Fund's assets.

According to the QFI Regulations and market practice, the securities and special deposit accounts for a Sub-Fund in the PRC are maintained in the joint names of the Manager, as the QFI holder, and the Sub-Fund.

Investors should note that cash deposited in the special deposit account of a Sub-Fund with the PRC Custodian will not be segregated but will be a debt owing from the PRC Custodian to the Sub-Fund as a depositor. Such cash will be co-mingled with cash belonging to other clients of the PRC Custodian. In the event of bankruptcy or liquidation of the PRC Custodian, a Sub-Fund will not have any proprietary rights to the cash deposited in such special deposit account, and the Sub-Fund will become an unsecured creditor, ranking pari passu with all other unsecured creditors, of the PRC Custodian. A Sub-Fund may face difficulty and/or encounter delays in recovering such debt, or may not be able to recover it in full or at all, in which case the Sub-Fund will suffer losses.

## **21 Repatriation risk**

Repatriations by QFIs in respect of an investment fund such as the Sub-Fund conducted in RMB based on the net balance of subscriptions or redemptions each day are permitted daily and are not subject to any lock-up periods or prior approval. The realised cumulative profits generated from investments via the QFI for the account of the Sub-Fund may be repatriated out of the PRC, as and when the Manager instructs the PRC Custodian to do so and (i) after the completion of the audit of such net realised cumulative profits by a PRC registered accountant and the issuance of the tax payment certificate and tax record filing form for remittance

purpose (if applicable) or (ii) after the issuance of a letter of undertaking by the Sub-Fund to confirm that the Sub-Fund has fully settled or will fully settle all applicable PRC taxes associated with the realised cumulative profits to be repatriated. There is no assurance, however, that PRC rules and regulations will not change or that repatriation restrictions/requirements will not be cancelled or additionally imposed in the future. Any new restrictions on repatriation of the invested capital and net profits may impact on the Sub-Fund's ability to meet redemption requests.

## **22 QFI status risk**

There can be no assurance that the QFI status of the Manager will not be suspended or revoked. Such event may adversely affect the Sub-Fund's performance as it may not be possible to implement the investment strategy of the Sub-Fund at all, which in the worst case scenario may lead to termination of the Sub-Fund.

## **23 Clearing and settlement risk**

The Sub-Fund may be exposed to risks associated with settlement procedures and default of counterparties under the laws of the PRC and the rules of the SHSE. For cross-boundary trades initiated in a market, the clearing house of that market will on the one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house. As the national central counterparty of the PRC's securities market, CSDCC operates a comprehensive network of clearing, settlement and stock holding infrastructure. CSDCC has established a risk management framework and measures that are approved and supervised by the CSRC. The changes of CSDCC default are considered remote. If CSDCC defaults in delivering the securities, the trade may be cancelled and the Sub-Fund may need to find another counterparty to complete the transaction, which may be at a less favourable price and thus adversely affecting the value of the Sub-Fund. Any transaction via exchange markets may also be subject to settlement delays.

## **24 Onshore RMB and offshore RMB differences risk**

While both onshore RMB and offshore RMB are the same currency, they are traded in different and separated markets. Onshore RMB and offshore RMB are traded at different rates and their movement may not be in the same direction. Although there has been a growing amount of RMB held offshore (i.e. outside the PRC), offshore RMB cannot be freely remitted into PRC and is subject to certain restrictions, and vice versa. You should note that subscriptions and realisations of Units will be in the relevant currency of the Units or the relevant Class currency (if applicable), and will be converted to/from offshore RMB and you will bear the foreign exchange expenses associated with such conversion and the risk of a potential difference between the onshore RMB and offshore RMB rates. The liquidity and NAV of the relevant Sub-Fund may also be adversely affected by the rate and liquidity of RMB outside the PRC.

## **25 Risks associated with Stock Connect**

The Sub-Fund may invest through the Stock Connect and is subject to the following additional risks:

**Quota limitations risk.** The Stock Connect is subject to quota limitations. In particular, once the remaining balance of the Northbound Daily Quota drops to zero or the Northbound Daily Quota is exceeded during the opening call session, new buy orders will be rejected (though investors will be allowed to sell their cross-boundary securities regardless of the quota balance). Therefore, quota limitations may restrict the Sub-Fund's ability to invest in the eligible securities through the Stock Connect on a timely basis, and the Sub-Fund may not be able to effectively pursue its investment strategies.

**Suspension risk.** It is contemplated that each of the SEHK, the SHSE and the SZSE would reserve the right to suspend Northbound and/or Southbound trading if necessary for ensuring an orderly and fair market and that risks are managed prudently. Consent from the relevant regulator would be sought before a suspension is triggered. Where a suspension in the Northbound trading through the Stock Connect is effected, the Sub-Fund's ability to access the PRC mainland market will be adversely affected.

**Differences in trading day.** The Stock Connect only operates on days when both the PRC mainland (SHSE and SZSE) and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the PRC mainland market but Hong Kong investors (such as Sub-Fund) cannot carry out any trading via the Stock Connect. The Sub-Fund may be subject to a risk of price fluctuations in the relevant securities during the time when the Stock Connect is not trading as a result.

**Operational risk.** The Stock Connect provides a channel for investors from Hong Kong and overseas to access the PRC stock market directly.

The Stock Connect is premised on the functioning of the operational systems of the relevant market participants. Market participants are able to participate in this program subject to meeting certain information technology capability, risk management and other requirements as may be specified by the relevant exchange and/or clearing house.

It should be appreciated that the securities regimes and legal systems of the two markets differ significantly and in order for the program to operate, market participants may need to address issues arising from the differences on an on-going basis.

Further, the "connectivity" in the Stock Connect program requires routing of orders across the border. This requires the development of new information technology systems on the part of the SEHK and exchange participants (i.e. a new order routing system ("**China Stock Connect System**") was set up by the SEHK to which exchange participants need to connect). There is no assurance that the systems of the SEHK and market participants will function properly or will continue to be adapted to changes and developments in both markets. In the event that the relevant systems failed to function properly, trading in both markets through the program could be disrupted. The Sub-Fund's ability to access the PRC market (and hence to pursue its investment strategy) will be adversely affected.

**Restrictions on selling imposed by front-end monitoring risk.** PRC regulations require that before an investor sells any SHSE Securities and/or SZSE Securities, there should be sufficient SHSE Securities or SZSE Securities (as the case may be) in the account; otherwise the SHSE or the SZSE will reject the sell order concerned. The SEHK will carry out pre-trade checking on SHSE Securities and SZSE Securities sell orders of its participants (i.e. the stock brokers) to ensure there is no over-selling.

If the Sub-Fund desires to sell certain SHSE Securities and/or SZSE Securities it holds, it must transfer such SHSE Securities or SZSE Securities (as the case may be) to the respective accounts of its brokers before the market opens on the day of selling ("**trading day**"). If it fails to meet this deadline, it will not be able to sell SHSE Securities or SZSE Securities on the trading day. Because of this requirement, the Sub-Fund may not be able to dispose of holdings of SHSE Securities or SZSE Securities in a timely manner.

**Recalling of eligible securities risk.** When a security is recalled from the scope of eligible securities for trading via the Stock Connect, the security can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the Sub-Fund, for example, when the Manager wishes to purchase a security which is recalled from the scope of eligible securities.

**Clearing and settlement risk.** The HKSCC and CSDCC have established the clearing links and each has become a participant of each other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market would on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

As the national central counterparty of the PRC's securities market, CSDCC operates a comprehensive network of clearing, settlement and security holding infrastructure. CSDCC has established a risk management framework and measures that are approved and supervised by the CSRC. The chances of CSDCC default are considered to be remote.

Should the remote event of CSDCC default occur and CSDCC be declared as a defaulter, HKSCC's liabilities in Northbound trades under its market contracts with clearing participants will be limited to assisting clearing participants in pursuing their claims against CSDCC. HKSCC will in good faith, seek recovery of the outstanding securities and monies from CSDCC through available legal channels or through CSDCC's liquidation. In that event, the Sub-Fund may suffer delay in the recovery process or may not be able to fully recover its losses from CSDCC.

**Nominee arrangements in holding SHSE Securities and SZSE Securities risk.** HKSCC is the "nominee holder" of the SHSE Securities and the SZSE Securities acquired by Hong Kong and overseas investors through the Stock Connect.

The CSRC Stock Connect Rules expressly provide that investors enjoy the rights and benefits of SHSE Securities and SZSE Securities acquired through the Stock Connect in accordance with applicable laws.

The CSRC Stock Connect Rules are departmental regulations having legal effect in the PRC. However, the application of such rules is untested, and there is no assurance that PRC courts will recognise such rules, e.g. in liquidation proceedings of PRC companies.

It should be noted that, under the CCASS rules, HKSCC as nominee holder shall have no obligation to take any legal action or court proceeding to enforce any rights on behalf of the investors in respect of the SHSE Securities and the SZSE Securities in the PRC mainland or elsewhere. Therefore, although the Sub-Fund's ownership may be ultimately recognised, the Sub-Fund may suffer difficulties or delays in enforcing its rights in SHSE Securities and SZSE Securities.

**Participation in corporate actions and shareholders' meetings risk.** HKSCC will keep CCASS participants informed of corporate actions of SHSE Securities and SZSE Securities. Hong Kong and overseas investors (including the Sub-Fund) will need to comply with the arrangement and deadline specified by their respective brokers or custodians (i.e. CCASS participants). The time for them to take actions for some types of corporate actions of SHSE Securities and SZSE Securities may be as short as one business day only. Therefore, the Sub-Fund may not be able to participate in some corporate actions in a timely manner.

Hong Kong and overseas investors (including the Sub-Fund) are holding SHSE Securities and SZSE Securities traded via the Stock Connect program through their brokers or custodians. According to existing mainland practice, multiple proxies are not available. Therefore, the Sub-Fund may not be able to appoint proxies to attend or participate in shareholders' meetings in respect of the SHSE Securities and the SZSE Securities.

**No Protection by Investor Compensation Fund.** Investment through Stock Connect is conducted through broker(s), and is subject to the risks of default by such brokers in their obligations. Hong Kong's Investor

Compensation Fund is established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong. The Investor Compensation Fund also covers investors' losses in relation to securities traded on a stock market operated by the SHSE and the SZSE and in respect of which an order for sale or purchase is permitted to be routed through the northbound link of a Stock Connect arrangement. On the other hand, since the Sub-Fund is carrying out Northbound trading through securities brokers in Hong Kong but not PRC brokers, they are not protected by the China Securities Investor Protection Fund in the PRC. Therefore the Sub-Fund is exposed to the risks of default of the broker(s) it engages in its trading in SHSE Securities and SZSE Securities through the programme.

**Regulatory risk.** The Stock Connect is subject to regulations promulgated by regulatory authorities and implementation rules made by the stock exchanges in the PRC and Hong Kong. Further, new regulations may be promulgated from time to time by the regulators in connection with operations and cross-border legal enforcement in connection with cross-border trades under the Stock Connect.

It should be noted that the regulations are untested and there is no certainty as to how they will be applied. Moreover, the current regulations are subject to change. There can be no assurance that the Stock Connect will not be abolished. The Sub-Fund, which may invest in the PRC mainland markets through the Stock Connect, may be adversely affected as a result of such changes.

**Taxation risk.** On 14 November 2014 and on 5 November 2016, the Ministry of Finance and the State Taxation Administration have jointly promulgated Caishui [2014] No.81 ("**Notice No.81**") and Caishui [2016] No.127 ("**Notice No.127**") respectively in relation to the taxation rule on the Stock Connect. In addition, Circular 36 provided value-added tax exemption on the gains derived by Hong Kong and overseas investors (including the Sub-Fund) on the trading of China A-Shares through Shanghai-Hong Kong Stock Connect. Under Notice No.81, Notice No.127 and Circular 36, corporate income tax, individual income tax and value-added tax will be temporarily exempted on gains derived by Hong Kong and overseas investors (including the Sub-Fund) on the trading of China A-Shares through the Stock Connect. However, dividends will be subject to 10% withholding income tax and the company distributing the dividend has the withholding obligation. If the recipient of the dividend is entitled to a lower treaty rate, it can apply to the in-charge tax bureau of the payor for a refund. Investments in the Sub-Fund may be subject to the risks associated with changes in the PRC mainland tax laws and such changes may have retrospective effect and may adversely affect the Sub-Fund.

## **26 Risks relating to cross-border nature of the product**

The Sub-Fund is an SGD-denominated exchange traded fund which invests at least 90% of its Net Asset Value into the SHSE-listed Underlying Fund, which in turn directly invests in China A-Share market (which is a market with restricted access). In light of the cross-border nature of the Sub-Fund, it is more risky than traditional exchange traded funds which invest directly in markets other than the China A-Share market and therefore, is subject to operational and settlement risks. Operational risks may arise from technical failures of communication and trading systems, and any breaches of the relevant operational policies or guidelines by the relevant staff of the Manager. Whilst the Manager has in place internal control systems, operational guidelines and contingency procedures to reduce the chances of such operational risks, there is no guarantee that events beyond the control of the Manager (e.g. trading errors or system errors) will not occur. The occurrence of such events may adversely affect the value of the Sub-Fund.

The Sub-Fund may also be exposed to risks associated with settlement procedures. Any significant delays in the settlement of transactions or the registration of a transfer may affect the ability to ascertain the value of the Sub-Fund portfolio and adversely affect the Sub-Fund.

#### D. DISTRIBUTION POLICY

Distributions, if any, will be determined by the Manager. Currently, no distributions will be made for the Sub-Fund. Investors should note that the Manager may review the distribution policy in the future depending on prevailing market conditions.

#### E. PERFORMANCE AND BENCHMARK OF THE SUB-FUND AND THE UNDERLYING FUND

As the Sub-Fund has yet to be launched as at the date of this Prospectus, a track record of 1 year is not available.

The benchmark against which the performance of the Sub-Fund will be measured is the MSCI China A 50 Connect Index.

The past performance of the Underlying Fund as at 29 December 2023 is as follows:

	One Year	Since Inception <sup>5</sup> (average annual compounded return)
NAV-NAV <sup>6</sup>	-14.40%	-15.84%
MSCI China A 50 Connect Index	-16.27%	-15.78%

Source: Wind, Regular Report of the Underlying Fund

**You should note that the past performance of the Sub-Fund or its benchmark or the Underlying Fund is not necessarily indicative of the future or likely performance of the Sub-Fund or the Underlying Fund. The Underlying Fund's past performance is not a proxy for the future performance of the Sub-Fund.**

#### F. EXPENSE RATIO

As the Sub-Fund has yet to be launched as at the date of this Prospectus, the Sub-Fund's expense ratio is not available.

#### G. TURNOVER RATIO

As the Sub-Fund has yet to be launched as at the date of this Prospectus, the Sub-Fund's turnover ratio is not available.

The turnover ratio of the Underlying Fund based on the annual report of the Underlying Fund for the period from 1 January 2022 to 31 December 2022 is 67.11%<sup>7</sup>.

<sup>5</sup> Inception date is 29 October 2021.

<sup>6</sup> Calculated on a NAV-to-NAV basis as at 29 December 2023, with all dividends and distributions reinvested (net of reinvestment charges). Figures for the last one year show the percentage change, while figures exceeding one year show the average annual compounded return.

<sup>7</sup> The turnover ratio is calculated based on the maximum of purchases or sales expressed as a percentage of average equity value.

## **H. INFORMATION ON THE INDEX**

### **1. Description of the Index**

The Index is compiled and maintained by MSCI Inc. (“**MSCI**”).

The Manager has been granted a licence by MSCI to use the Index.

MSCI is independent of the Manager.

### **2. Index methodology**

The Index is compiled and calculated by MSCI.

The description of the Index methodology is available at <https://www.msci.com/our-solutions/indexes/china-a-50-connect>.

### **3. Characteristics and composition of the index**

The MSCI China A 50 Connect Index is constructed from the Parent Index, a broad-based benchmark index which captures large and mid-cap China A shares listed on the Shanghai and Shenzhen exchanges and accessible through the Northbound Stock Connect channel. The Index aims to reflect the performance of the 50 largest securities representing each Global Industry Classification Standard (GICS®) sector and reflecting the sector weight allocation of the Parent Index.

MSCI reviews and publishes the composition of the Index on a quarterly basis and the latest information relating to the Index is available at <https://www.msci.com/our-solutions/indexes/china-a-50-connect>. The Index is usually rebalanced on the last business day of February, May, August and November.

#### Compilation Method for the Index

##### *1. Applicable Universe*

The applicable universe includes all the constituents of the Parent Index.

##### *2. Security Selection*

Step 1: The Index aims to include the 2 largest securities from each GICS® sector (the “sectors”) of the MSCI China A Large Cap Index based on their free float-adjusted market capitalization.

If any of the sectors from the Parent Index are not represented in the above selection, then the largest security based on the free float-adjusted market capitalization from each of these sectors from the applicable universe is included.

Step 2: After selecting securities as described in step 1 above, the Index includes the largest securities from the MSCI China A Large Cap Index based on their free float-adjusted market capitalization until the number of securities reaches target number of constituents (50).

The MSCI China A Large Cap Index captures large-cap representation across China securities listed on the Shanghai and Shenzhen exchanges. The index covers only those securities that are accessible through “Stock Connect”.

The MSCI China A Large Cap Index is a subset of the MSCI China A Index, which encompasses the stocks within the MSCI China A Index that have large market capitalisation.

### 3. *Security Weighting*

The selected Index constituents are assigned weights in the proportion of their free float-adjusted market capitalization.

These weights are then adjusted to implement sector neutrality, i.e. the weight of each sector in the MSCI China A 50 Connect Index is equated with the weight of that sector in the Parent Index at the rebalancing. This is done by re-normalizing the weights of the constituents within each sector to reflect the Parent Index sector weight.

### 4. **Constituents of the Index**

As at 2 February 2024, the 10 largest constituents in the Index are as follows:

<b>No.</b>	<b>Stock Name</b>	<b>Weighting (%)</b>
1.	KWEICHOW MOUTAI A	7.9
2.	CONTEMPORARY A	6.0
3.	ZIJIN MINING GROUP CO A	5.9
4.	WANHUA CHEMICAL GROUP A	5.1
5.	CHINA YANGTZE POWER A	3.8
6.	CHINA MERCHANTS BANK A	3.7
7.	FOXCONN INDUSTRIAL CO A	3.6
8.	LUXSHARE PRECISION IND A	3.6
9.	BYD CO A	3.6
10.	LONGI GREEN ENERGY A	2.8

Source: MSCI

### 5. **Index publication**

Information on the Index can be retrieved from the Index Provider's website at <https://www.msci.com/our-solutions/indexes/china-a-50-connect>.

#### I. **DISCLAIMER BY MSCI**

All information contained herein is provided for reference only, and is not intended to provide professional advice and shall not be relied upon in that regard. MSCI makes no warranty or representation as to the accuracy, completeness or reliability of any of the information contained herein.



## J. SUBSCRIPTION AND REDEMPTION

### 1. Initial Offer Period

During the initial offer period of the Sub-Fund which commences in the week of 26 February 2024 up to around 14 March 2024 (or such other dates as the Manager may determine) (the “**Initial Offer Period**”), investors of the Sub-Fund may apply for Units in an Application Unit size (or whole multiples thereof), or such other subscription amount as may be determined by the Manager, using cash (i) through the Participating Dealers; or (ii) through the ATM and/or internet banking (if applicable). You may approach us for more information on how to apply for Units through the ATM and/or internet banking (if applicable) or through the Participating Dealers appointed by us.

The Issue Price of each Unit during the Initial Offer Period is S\$1.000.

Participating Dealers may apply for Units on their own account or for the account of their clients in accordance with the Operating Guidelines.

#### Indicative Timetable

The following table summarises the key events in the Sub-Fund’s indicative timetable:

<b>Event</b>	<b>Indicative Timeline</b>
Initial Offer Period commences	Week of 26 February 2024 at 9 a.m. (Singapore time)
Initial Offer Period closes (unless extended by the Manager)	On or around 14 March 2024 at 11 a.m. (Singapore time)
Listing commences and Units may then be created and redeemed by any Participating Dealer as well as traded by any investor (i.e. commencement of trading of the Units on a “ready” basis on the SGX-ST)	Expected to be 9 a.m. (Singapore time) on or around 20 March 2024 subject to the SGX-ST being satisfied that all conditions necessary for the commencement of trading in the Units on a “ready” basis have been fulfilled (unless the Initial Offer Period is extended, in which case dealings on the SGX-ST will commence on the fifth Business Day following the close of the Initial Offer Period).
Settlement date for all trades done on a “ready” basis on or around 20 March 2024	On or around 27 March 2024

The above timetable is indicative only and is subject to change. All dates and times referred to above are Singapore dates and times.

In the event of any extension of the Initial Offer Period, the Manager will publicly announce the same via SGXNET, with the announcement to be posted on the SGX-ST website at [www.sgx.com](http://www.sgx.com).

Investors should consult the SGX-ST announcement on the “ready” listing date on the SGX-ST website or check with their brokers on the date on which trading on a “ready” basis will commence.

## **2. Conditions of the Initial Offer**

Application has been made to the SGX-ST for listing of and permission to deal in Units in the Sub-Fund. Units in the Sub-Fund are neither listed nor dealt on any other stock exchange (other than the SGX-ST) and no application for such listing or permission to deal is being sought as at the date of this Prospectus.

The offer and issue of Units in the Sub-Fund during the Initial Offer Period is subject to and conditional upon valid Creation Applications accepted by the Manager to create such number of Units in the Sub-Fund for a minimum value of S\$20 million (or its equivalent in such other foreign currency as may be determined by the Manager) by the close of the Initial Offer Period.

If the above condition is not fulfilled and the Manager decides not to proceed with the Sub-Fund, the subscription amount (including any Duties and Charges and the Transaction Fee) paid by the Participating Dealer will be returned to the Participating Dealer (without interest) and investors who have applied for Units through the Participating Dealer will be refunded by the Participating Dealer and should consult the Participating Dealer on the procedure for such refund. The Manager may at its discretion continue with the Sub-Fund even if the minimum value of S\$20 million (or its equivalent in such other foreign currency as may be determined by the Manager) is not raised at the close of the Initial Offer Period.

## **3. Extension of the Initial Offer Period**

If the Initial Offer Period is extended to another Dealing Day, Creation Applications received during the Initial Offer Period should be settled on the Business Day which is five Business Days after such Dealing Day (the “**Extended Date**”). In such circumstances, dealings in the Units on the SGX-ST would commence on the fifth Business Day after the Extended Date.

## **4. Minimum Subscription Amount**

During the Initial Offer Period, the minimum subscription amount for the Sub-Fund is 50,000 Units (or such higher number of Units in multiples thereof) or such other subscription amount as may be determined by the Manager.

After the close of the Initial Offer Period, the minimum subscription amount for the Sub-Fund is 50,000 Units (or such higher number of Units in multiples thereof) or such other subscription amount as may be determined by the Manager.

Investors who wish to acquire less than 50,000 Units during the Initial Offer Period may do so through the Participating Dealers, if permitted by the relevant Participating Dealers. Please check with the Participating Dealers for the applicable minimum subscription amount.

Investors who wish to acquire less than 50,000 Units after the close of the Initial Offer Period may acquire such number of Units on the SGX-ST.

## **5. Minimum Holding Amount**

The minimum holding amount is 50,000 Units.

For investors who have subscribed through the Participating Dealers, please check with the relevant Participating Dealer on the applicable minimum holding amount.

## **6. Minimum Redemption Amount**

The minimum redemption amount is 50,000 Units (or such higher number in multiples thereof) or such other redemption amount as may be determined by the Manager.

Investors who wish to redeem less than 50,000 Units may only do so through the Participating Dealers, if permitted by the relevant Participating Dealer. Please check with the Participating Dealers for the applicable minimum redemption amount.

Investors who wish to redeem less than 50,000 Units may sell their Units on the SGX-ST.

## **SCHEDULE TO APPENDIX I – CUAM MSCI CHINA A50 CONNECT EXCHANGE TRADED FUND**

The information on CUAM MSCI China A50 Connect Exchange Traded Fund (the “**Underlying Fund**”) below has been extracted from public sources and/or the Underlying Fund’s prospectus and is subject to change over time. Investors in the Phillip-China Universal MSCI China A 50 Connect ETF (the “**ETF**”) will only own units in the ETF and do not own any shares/units/interest in the Underlying Fund itself.

### **1. Basic Information**

#### **1.1 CUAM MSCI China A50 Connect Exchange Traded Fund**

The Underlying Fund has been trading on the Shanghai Stock Exchange (“**SHSE**”) since 8 November 2021 under stock code 560050. The Underlying Fund invests in securities which are for the time being constituent securities of the Index (“**Index Securities**”). The Underlying Fund is domiciled in China and is regulated by the CSRC. The Underlying Fund Manager is China Universal Asset Management Co., Ltd. (the “**Underlying Fund Manager**”). As of 29 December 2023, the fund size of the Underlying Fund is RMB 5,185.61 million.

#### **1.2 Date of Underlying Fund Prospectus and Expiry Date of Underlying Fund Prospectus**

The CSRC approved the Underlying Fund Prospectus on 14 October 2021. The Underlying Fund Prospectus was updated as of 20 October 2023. The Underlying Fund Manager is required to update the Underlying Fund Prospectus and publish it on the designated websites within 3 working days if there are substantial changes to the information set out in the Underlying Fund Prospectus; and at least once a year if there are changes to other information set out in the Underlying Fund Prospectus.

#### **1.3 Underlying Fund Contract**

The Underlying Fund was constituted by way of an Underlying Fund Contract dated 29 October 2021. The parties to the Underlying Fund Contract include the Underlying Fund Manager, the Underlying Fund Custodian and Underlying Fund shareholders.

#### **1.4 Accounts and Reports**

The Underlying Fund Manager shall prepare the Underlying Fund’s annual report within three months from the end of each year, and publish the annual report through such internet websites stipulated in the Measures for Information Disclosures (“**specified websites**”), and the indicative announcement of the annual report through such national newspapers that meet the requirements specified by the CSRC (“**specified newspapers**”). The financial accounting report in the annual report of the Underlying Fund shall be audited by an accounting firm that complies with the provisions of the Securities Law of the People’s Republic of China.

The Underlying Fund Manager shall prepare the Underlying Fund’s interim report within two months from the end of first half year, and publish the interim report on the specified websites, and publish a summary of the interim report on the specified newspapers.

The Underlying Fund Manager shall prepare the Underlying Fund’s quarterly report within 15 working days from the end of the quarter, and publish the quarterly report on the specified websites, and the indicative announcement of the quarterly report on the specified newspapers.

## **2. Management**

### **2.1 The Underlying Fund Manager**

The Underlying Fund Manager is China Universal Asset Management Co., Ltd., situated at No. 728, Waima Road, Huangpu District, Shanghai City, People's Republic of China.

The Underlying Fund Manager was established in the PRC on February 3, 2005. The Underlying Fund Manager is approved by the CSRC to undertake its activities in managing collective investment schemes in the PRC, under the approval document number is ZJJZ [2005] No. 5. The Underlying Fund Manager maintains a registered capital of RMB 132,724,224, is headquartered in Shanghai and has wholly-owned subsidiaries in Hong Kong, New York and Singapore.

As of June 2023, the consolidated assets under management of the Underlying Fund Manager was RMB 1,110.35 billion. The Underlying Fund Manager has managed collective investment schemes or discretionary funds since 2005. The information on the other investment funds managed by the Underlying Fund Manager can be found at <https://www.99fund.com/>.

The Underlying Fund Manager will remain as the manager of the Underlying Fund until it retires or is removed or replaced in accordance with the provisions of the Fund Contract.

### **2.2 Directors of the Underlying Fund Manager**

Mr. Li Wen has served as the Chairman since April 16, 2015. He is a Chinese national, born in 1967, and holds a Doctor's degree in Accounting from Xiamen University. He is currently the Chairman of China Universal Asset Management Co., Ltd. and Chairman of China Universal Asset Management (Hong Kong) Company Limited. He successively served as the Chief of Audit Department of Xiamen Branch of People's Bank of China, Vice President and Vice Director of Xinglin Branch of People's Bank of China and Xinglin Branch of State Administration of Foreign Exchange, Deputy Director of Banking Supervision Division I and Division II of Xiamen Central Branch of People's Bank of China, Deputy General Manager of Capital and Financial Management Headquarters of Orient Securities Company Limited, General Manager of Audit Headquarters, General Manager of Capital and Financial Management Headquarters of Orient Securities Company Limited, and Inspector General of China Universal Asset Management Co., Ltd. Now, he also serves as the Vice President of Asset Management Association of China, Chairman of Compliance and Risk Management Committee, President of Shanghai Asset Management Association, and Member of GEM Stock Issuance Standardization Committee of Council of Shenzhen Stock Exchange.

Ms. Li Yun has served as a Director since August 22, 2023. She is a Chinese national, born in 1964, She graduates from East China Normal University with Master's degree in Economics. She is a senior editor. Currently, she serves as the Secretary of the Party Committee and President of Shanghai United Media Group. Li Yun has held various positions throughout her career, including Secretary of the Youth League Committee and teacher at Shanghai Fourth Normal School, Deputy Minister, Minister and Deputy Secretary of the School Department of the Luwan District Committee of the Communist Youth League, Deputy Director of the Luwan District Women's Federation, Deputy Director of the Luwan District Committee Office, Secretary of the Party Working Committee of Wuliqiao Street, Luwan District, Standing Committee Member and Minister of the Propaganda Department of the Luwan District Committee, Standing Committee Member and Minister of the Propaganda Department of the Minhang District Committee, Deputy Secretary and Discipline Inspection Secretary of the Party Committee of the Jiefang Daily Group, and Secretary of the Party

Committee of the Jiefang Daily, Deputy Secretary of the Party Committee of Shanghai United Media Group, Secretary of the Party Committee and President of Jiefang Daily. Li Yun currently holds other positions, including a member of the 14th National Committee of the Chinese People's Political Consultative Conference (CPPCC), member of the 11th and 12th Committees of the Communist Party of China (CPC) in Shanghai, Vice Chairman of the China Newspaper Association, Chairman of Shanghai Zhongyuan Capital Management Co., Ltd., and Director of Orient Securities Company Limited.

Mr. Lin Fujie has served as a Director since March 21, 2018. He is a Chinese national, born in 1971, and holds a Master's degree in Business Administration from Shanghai Jiaotong University. He is currently the Director, General Manager and Deputy Secretary of Party Committee of CES Financial Holdings Co., Ltd., Director of CES Global Holdings (Hong Kong) Limited and Director of China Universal Asset Management Co., Ltd. He served as the Department Manager of CES Futures Co., Ltd., Deputy General Manager and Chairman of CES Finance Co., Ltd., Director and Chairman of CES International Financial Leasing Co., Ltd., Director and Deputy General Manager of CES International Finance (Hong Kong) Co., Ltd., Director and Deputy General Manager of Cathay Life Insurance Co., Ltd., and Secretary of Party committee and Deputy General Manager of CES Financial Holdings Co., Ltd.

Mr. Zhang Hui has served as a Director and General Manager since April 16, 2015. He is a Chinese national, born in 1971, and holds a Master's degree in Quantitative Economics from Shanghai University of Finance and Economics. He is currently the General Manager of China Universal Asset Management Co., Ltd. and Chairman of CUAM Capital Management Co., Ltd. He successively served as the Senior Analyst of Shanghai Shenyin Wanguo Securities Research Institute Co., Ltd., Senior Analyst, Research Director and Portfolio Manager of Fullgoal Fund Management Company Limited, Deputy General Manager, Investment Director and Vice Chairman of Investment Decision-making Committee of China Universal Asset Management Co., Ltd., and Member of the 10th and 11th Issuance Review Committee of China Securities Regulatory Commission.

Mr. Shang Jin Wei has served as an Independent Director since January 9, 2020. He is an American national, born in 1964, and holds a Doctor's degree in Economics from University of California, Berkeley. Currently, he is an academic visiting scholar of Fanhai International School of Finance, Fudan University, tenured professor of Columbia University, researcher of the National Bureau of Economy Research of the United States, researcher of the European Economic Policy Research Center, Director of Shenzhen Finance Institute, and consultant of the Financial Research Institute of Hong Kong Monetary Authority. From 2014 to 2016, he served as the first Chinese Chief Economist of the Asian Development Bank and Director of the Regional Cooperation and Economic Research Bureau. He also served as the Associate Professor at the Kennedy School of Government at Harvard University, Director of Trade and Investment Research at the International Monetary Fund, Consultant to the World Bank, and Visiting Scholar at the Board of Directors of the Federal Reserve System.

Mr. Hwang Yuh-Chang has served as an Independent Director since September 23, 2021. He is an American national, born in 1955, and holds a Doctor's degree in Accounting from University of California, Berkeley. He is currently a tenured honorary professor of accounting at China Europe International Business School, director of service excellence research and academic director of the DBA program and emeritus professor at the University of Arizona. His teaching and research areas include management accounting, corporate governance, incentive contract design, performance evaluation, health care costs and quality management. He was an assistant professor at the Katz

School of Business at the University of Pittsburgh and tenured professor of accounting at the Carey School of Business at Arizona State University. He was elected as the Secretary General of the Management Accounting Association of the American Accounting Association from 2007 to 2009.

Mr. Lian Ping has served as an Independent Director since September 23, 2021. He is a Chinese national, born in 1956, and holds a Doctor's degree in Finance from and is a professor and doctoral supervisor of East China Normal University. He is currently the Chairman of China Chief Economist Forum, founding member of China Financial Forum, Vice President of Shanghai Economic Society, Honorary Director of Economics and Management Department of East China Normal University, Distinguished Professor of School of Management of Fudan University, Part-time Professor of Shanghai Advanced School of Finance of Shanghai Jiaotong University, and Chairman of Shanghai Chief Economist Financial Development Center. He once served as executive director and invited member of China Finance 40 Forum, director of Industry Development Research Committee of China Banking Association, and chief economist of Bank of Communications from 2007 to 2019, attended expert meetings hosted by Party and state leaders for many times, served as special expert for decision-making consultation of Shanghai Municipal People's Government for many times, and enjoyed special government allowance of the State Council.

### 2.3 Underlying Fund Portfolio Managers

Mr. Wu Zhenxiang, graduated from University of Science and Technology of China with a PhD in Management and has the qualification for securities investment fund. He joined China Universal Asset Management Co., Ltd. in 2008. He served as the Financial Engineering Analyst of Changsheng Fund Management Co., Ltd. and Senior Manager of product development of China International Fund Management Co., Ltd. He joined China Universal Asset Management Co., Ltd. in March 2008 and served as Senior Manager of Product Development, Senior Analyst of Quantitative Investment and Assistant to Portfolio Manager, and currently serves as the Deputy Director and Portfolio Manager of Index and Quantitative Investment Department. He has 14 years' experience in fund management.

Ms. Le Wuqiong, graduated from Fudan University with a Master's degree in Economics and has the qualification for Securities Investment Fund Practitioner. She joined China Universal Asset Management Co., Ltd. in July 2014, and served as the Assistant Analyst of Financial Engineering and Analyst of Index and Quantitative Investment Department and currently serves as the Portfolio Manager of Index and Quantitative Investment Department. She has 5 years' experience in fund management.

### 3. The Underlying Fund Custodian

The Underlying Fund Custodian is Bank of Communications Co., Ltd. ("**Bank of Communications**") incorporated on 30 March 1987, situated at No.18, Xianxia Road, Changning District, Shanghai City, People's Republic of China. The registered share capital of the Underlying Fund Custodian is RMB 74.263 billion.

Founded in 1908, Bank of Communications is one of the oldest banks in China and one of the note-issuing banks in modern China. In 1987, Bank of Communications was reorganized and officially opened to the public, becoming China's first national state-owned joint-stock commercial bank with its headquarters in Shanghai. Bank of Communications was listed on the Hong Kong Stock Exchange in June 2005 and on the Shanghai Stock Exchange in May 2007. Bank of Communications has been ranked among Fortune 500 for 14 consecutive years, ranking 161<sup>st</sup> in operating return. It ranks 9<sup>th</sup>

among the world's top 1,000 banks by *The Banker*.

As of June 30, 2023, the total assets of Bank of Communications were RMB 13.81 trillion. In the second quarter of 2023, Bank of Communications realized a net profit (attributable to shareholders of parent company) of RMB 46.04 billion.

The Underlying Fund Custodian will remain as the custodian of the Underlying Fund until it retires or is removed or replaced in accordance with the provisions of the Fund Contract.

## **4. Other Parties**

### **4.1 Underlying Fund Registrar**

The Underlying Fund Registrar is China Securities Depository and Clearing Corporation Limited and its office address is No. 17 Taipingqiao Street, Xicheng District, Beijing, China.

The register of Underlying Fund shareholders shall at least include the names of the Underlying Fund shareholders and the Underlying Fund shares they hold. The register of Underlying Fund shareholders shall be prepared and kept by the Underlying Fund Registrar at its office address as instructed by the Underlying Fund Manager. The Underlying Fund Manager shall keep the register of Underlying Fund shareholders. The period of retention with the Underlying Fund Registrar shall not be less than the minimum period prescribed by laws and regulations, unless otherwise stipulated by laws and regulations or otherwise required by competent authorities. If it cannot be properly kept, the party concerned shall be liable according to the relevant laws and regulations.

The Underlying Fund Registrar will remain as the registrar of the Underlying Fund until its appointment is terminated in accordance with the terms of its appointment.

### **4.2 Underlying Fund Auditors**

The auditors of the Underlying Fund are Ernst & Young Hua Ming LLP. The office address is at 17 F, Ernst & Young Building, Oriental Plaza, 1 East Chang 'an Avenue, Dongcheng District, Beijing, China.

### **4.3 Index Provider**

The Index Provider of the Underlying Fund is MSCI Inc. ("**MSCI**"). The Index Provider is not related to the Underlying Fund Manager. An index licensing agreement was signed between MSCI and the Underlying Fund Manager.

MSCI has authorized the Underlying Fund Manager to use the MSCI China A 50 Connect Index for various purposes as stated in and subject to the conditions of the index licensing agreement entered into between MSCI and the Underlying Fund Manager, including using the MSCI China A 50 Connect Index as the performance benchmark for the Underlying Fund.

The Underlying Fund is not sponsored, endorsed, sold or promoted by MSCI, any of its subsidiaries, any of its information providers, or any other third parties involved in or related to the compilation, calculation, or creation of any MSCI Index (collectively "**MSCI Party**"). MSCI Index is the sole and exclusive property of MSCI. Names "MSCI" and "MSCI Index" are service marks of MSCI or its subsidiaries and are licensed to be used by licensees for specific purposes. No MSCI party makes



any representation or warranty, express or implied, to the issuer, owner, or any other person or entity of the Underlying Fund as to the desirability of investing in the Underlying Fund generally or in the Underlying Fund specifically, or as to the ability of any MSCI index to track the performance of the corresponding stock market. MSCI or its subsidiaries are licensors of certain trademarks, service marks and trade names, as well as licensors of MSCI Index. The MSCI Index is determined, constructed and calculated by MSCI without regard to the Underlying Fund, or the issuer or owner of the Underlying Fund, or any other person or entity. No MSCI Party is obligated to consider the needs of the issuer or owner of the Underlying Fund, or of any other person or entity when determining, constructing or calculating the MSCI Index. A MSCI Party is neither responsible nor involved in determining the issuance time, price, or quantity of the Underlying Fund, nor responsible for nor involved in determining or calculating the redemption formula or consideration of the Underlying Fund. In addition, no MSCI Party is obliged or bears liability to the issuer or owner of the Underlying Fund or any other person or entity involved in the management, marketing or launch of the Underlying Fund.

While MSCI shall obtain information included in or used in the calculation of the MSCI Index from sources deemed reliable by MSCI, no MSCI Party warrants or guarantees the originality, accuracy and/or integrity of any MSCI Index or any data included therein. No MSCI party makes any warranty, express or implied, with respect to the results obtained by the issuer of the Underlying Fund, the owner of the Underlying Fund, or any other person or entity from the use of any MSCI Index or any data included therein. No MSCI Party is liable for any errors, omissions or interruptions in or relating to any MSCI Index or any data included therein. Further, no MSCI Party makes any warranty of any kind, express or implied, with respect to the merchantability and fitness for a particular purpose of each MSCI Index and any data contained therein, and the MSCI Party hereby expressly disclaim any warranty with respect thereto. Without limiting any of the foregoing, no MSCI Party is liable under any circumstances for any direct, indirect, special, punitive, consequential or any other damages (including lost profits), even if it has been advised of the possibility of such damages.

#### MSCI China A 50 Connect Index (the “Index”)

The Index is compiled and calculated by MSCI. The Index aims to reflect the performance of the 50 largest securities representing each Global Industry Classification Standard (GICS®) sector and reflecting the sector weight allocation of the Parent Index.

#### *Index Construction*

The Index is reviewed on a quarterly basis and has a basket size of 50 stocks.

#### *Calculation Times*

On any Business Day, the Index is calculated on a real-time basis. The official closing value of the Index is calculated on an end-of-day basis.

## **5. Structure of the Underlying Fund**

The Underlying Fund is traded on the SHSE and invests in Index Securities. The Underlying Fund is domiciled in China. The base currency of the Underlying Fund is RMB.

## **6. Investment Considerations**

### **6.1 Investment Objective**

The investment objective of the Underlying Fund is to track the Index by adopting a full replication strategy, with minimum tracking deviation and tracking error.

### **6.2 Investment Focus and Approach**

The Underlying Fund mainly invests in constituent stocks and alternative constituent stocks of the Index. In order to better achieve the investment objective, the Underlying Fund may invest a small amount in non-constituent stocks (including stocks on the Main Board and Growth Enterprise Market and other stocks and depositary receipts permitted to be listed by CSRC), bonds (including treasury bonds, financial bonds, enterprise bonds, corporate bonds, subordinated bonds, exchangeable bonds, convertible bonds, convertible bonds with separation of warrants and bonds, central bank bills, medium-term notes, local government bonds, government-backed bonds, government-backed institutional bonds, short-term financial bonds (including ultra-short-term financial bonds)), asset-backed securities, bond repurchase, bank deposits, inter-bank certificates of deposit, money market instruments, derivatives (including stock index futures, treasury bond futures and stock options), and other financial instruments permitted by laws and regulations or CSRC (subject to the relevant provisions of CSRC). The Underlying Fund may be engaged in financing and refinancing securities lending business in accordance with the laws and regulations.

The investment portfolio of the Underlying Fund will be reviewed regularly. Currently, at least 90% of the Underlying Fund's NAV will invest in constituent stocks and alternative constituent stocks of the Index, which should also be at least 80% of the Underlying Fund's non-cash fund assets, unless otherwise specified. The description of the index methodology is available at <https://www.msci.com/our-solutions/indexes/china-a-50-connect>. MSCI reviews and publishes the composition of the Index on a quarterly basis and the latest information relating to the Index is available at <https://www.msci.com/our-solutions/indexes/china-a-50-connect>.

The Underlying Fund mainly adopts the complete replication method, that is, the fund stock investment portfolio is constructed in full accordance with the composition and weight of the constituent stocks of the Index, and adjusted according to the changes of the constituent stocks of the Index and their weight. However, when the Underlying Fund cannot effectively replicate and track the Index due to special circumstances (such as insufficient liquidity), the Underlying Fund Manager may use other reasonable investment methods to construct the actual investment portfolio of the Underlying Fund and pursue to achieve the performance of the Index as far as possible.

Special circumstances include but are not limited to the following: (1) legal and regulatory restrictions; (2) severe liquidity shortage of constituent stocks of the Index; (3) long-term suspension of constituent stocks of the Index; (4) other reasonable reasons that seriously constrain the Underlying Fund Manager's tracking of the Index.

The Underlying Fund aims to strive for a daily tracking deviation absolute value of not more than 0.2%, and an annual tracking error of not more than 2%. If the tracking deviation and tracking error exceed the above-mentioned range due to adjustments in the Index compilation rules or other reasons, the Underlying Fund Manager shall take reasonable measures to avoid further expansion of the tracking deviation and tracking error.

If the Underlying Fund participates in the refinancing securities lending business, it shall meet the following requirements: The daily average net value of the Underlying Fund assets in the last 6 months shall not be less than RMB 200 million; the assets involved in the refinancing securities lending business shall not exceed 30% of the net value of the Underlying Fund assets, among which the lending securities with a lending period of more than 10 trading days shall be classified as liquidity-restricted assets; the amount of any individual security involved in the refinancing securities lending business shall not exceed 30% of the total amount of the security held by the Underlying Fund; the average remaining term of securities lending shall not exceed 30 days, and the average remaining term shall be calculated on a market value-weighted average basis. The securities lending transactions are carried out for the sole purpose of efficient portfolio management.

### **6.3 Distribution Policy**

The principles for the Underlying Fund return distribution are as follows:-

1. The Underlying Fund shall not distribute the returns within 3 months of the effective date of the Underlying Fund Contract.
2. The Underlying Fund's returns will be distributed in cash.
3. Each Underlying Fund share shall carry equal distribution rights.
4. The Underlying Fund's return distribution is based on the principle of achieving a growth rate of the net value per fund share after distribution that closely follows the growth rate of the Index during the same period. Based on the nature and characteristics of the Underlying Fund, return distribution does not necessarily aim to offset floating losses. After return distribution, the net value per fund share may be lower than the face value.
5. Where laws, regulations or regulatory agencies provide otherwise, such provisions shall prevail.

The Underlying Fund Manager and the Underlying Fund Custodian may make adjustments to the Underlying Fund return distribution principle by negotiation, without the need to convene a general meeting of the Underlying Fund's shareholders. However, the changes shall be announced in the specified media before the implementation date.

As at the date of this Prospectus, the Underlying Fund has not paid any distributions so far.

## **7. Fees, Charges and Expenses**

### **Fees and Charges Payable by the Underlying Fund**

Underlying Fund Manager's fee	Currently 0.50% p.a. of the NAV of the Underlying Fund
Underlying Fund Custodian fee	Currently 0.10% p.a. of the NAV of the Underlying Fund

## **8. Underlying Fund Valuation**

The Underlying Fund shall be valued on every trading day of the relevant securities exchange of the Underlying Fund and every non-trading days when the net asset value of the Underlying Fund shall be disclosed as required by PRC laws and regulations. The net asset value of Underlying Fund shares is calculated by dividing the net asset value of the Underlying Fund by the balance of the

Underlying Fund shares on each valuation date after the market closes on that day, accurate to RMB 0.0001, with the fifth decimal place rounded up or down. The Underlying Fund Manager may establish an emergency adjustment mechanism for net value accuracy under large redemption circumstances. Where laws, regulations or regulatory agencies provide otherwise, such provisions shall prevail.

The Underlying Fund Manager shall calculate the net asset value of the Underlying Fund and the net asset value per fund share of the Underlying Fund on each valuation day, and make an announcement as required.

The Underlying Fund Manager shall perform valuation of the Underlying Fund assets on each valuation day, except when the Underlying Fund Manager suspends the valuation according to laws and regulations or the Underlying Fund Contract. After valuing the Underlying Fund assets on each valuation day, the Underlying Fund Manager shall send the results of the net asset value per fund share to the Underlying Fund Custodian, and shall publish the results to the public according to regulations after the same is being checked by the Fund Trustee.

The net asset value of the Underlying Fund will be available on the Underlying Fund Manager's website at <https://www.99fund.com/main/products/pofund/560050/fundnav.shtml>, on SHSE's website at <http://www.sse.com.cn/assortment/fund/list/etfinfo/basic/index.shtml?FUNDID=560050> and from securities firms and databases such as Wind and Bloomberg.

## **9. Removal of Underlying Fund Manager**

The change of Underlying Fund Manager shall be valid only if a special resolution is passed. A special resolution shall be adopted by at least two-thirds (including two-thirds) of the voting rights held by the Underlying Fund shareholders or their proxies attending a general meeting of the Underlying Fund.

## **10. Termination of the Underlying Fund Contract**

Under any of the following circumstances, the Underlying Fund Contract shall be terminated after the relevant procedures are performed:

1. The Underlying Fund shareholders' meeting decides to terminate it;
2. The duties of the Underlying Fund Manager and/or the Underlying Fund Custodian are terminated, and are not taken over by a new Underlying Fund Manager or a new Underlying Fund Custodian within six months of such termination;
3. In case of failure of the Index to meet the requirements (except for the circumstances where the Index fails to meet the requirements due to factors other than the change of Index compilation method such as the price fluctuation of constituent stocks), the withdrawal of the Index compilation institution, etc., the Underlying Fund Manager convenes a general meeting of the Underlying Fund shareholders to vote on the solution, but the Underlying Fund shareholders' meeting fails to be convened successfully or the aforesaid matters are not adopted by vote;
4. Other circumstances as may be set out in the Underlying Fund Contract; and
5. Other circumstances stipulated by relevant PRC laws, regulations and the CSRC.

Procedures for liquidation of the Underlying Fund's assets:

- (1) When the termination of the Underlying Fund Contract occurs, the liquidation team will take over the Underlying Fund;
- (2) Clear up and recognise the Underlying Fund's property, creditor's rights and debts;
- (3) Value and liquidate the Underlying Fund's assets;
- (4) Prepare a liquidation report;
- (5) Engage an accounting firm to conduct external audit on the liquidation report, and engage a law firm to issue a legal opinion on the liquidation report;
- (6) File the liquidation report with the CSRC and make an announcement; and
- (7) Distribute the remaining assets of the Underlying Fund.

The liquidation period of the property of the Underlying Fund is six months, but if the liquidity of the securities held by the Underlying Fund is restricted and cannot be realized in time, the liquidation period will be extended accordingly.

## **11. Taxation of the Underlying Fund**

All taxpayers involved in the operation of the Underlying Fund shall pay taxes in accordance with the national tax laws and regulations. The taxes related to the investment of the Underlying Fund's property shall be borne by the Underlying Fund shareholders, and the Underlying Fund Manager or other withholding agents shall withhold and pay them in accordance with the relevant national regulations on tax collection.

## **12. Borrowing and Securities Lending by the Underlying Fund**

In order to better achieve the investment objectives, the Underlying Fund may participate in the refinancing and securities lending business according to the needs of investment management on the premise of strengthening risk prevention and observing the principle of prudence. The Underlying Fund will reasonably determine the scope, term and proportion of securities lending based on the analysis of market environment, investor type and structure, subscription and redemption history of the Underlying Fund, the liquidity of securities lending and other factors.

If the Underlying Fund participates in the refinancing securities lending business, it shall meet the following requirements as set out in paragraph 6.2 above under this Schedule to Appendix I.

**APPENDIX II – LIST OF PRESENT AND PAST PRINCIPAL DIRECTORSHIPS OF DIRECTORS OVER THE LAST 5 YEARS**

<b>Current Directorships</b>	<b>Past Directorships of last 5 Years</b>
<b>Lim Hua Min</b>	
Phillip Securities Nominees Pte Ltd	Phillip Ventures Enterprise Fund Limited
Phillip Securities Pte Ltd	KREDIT Microfinance Institution Plc
Phillip Strategy Pte Ltd	Walker Crips Investment Management Limited
Phillip Nova Pte Ltd	PhillipCapital Japan Residential Fund Ltd
Phillip Credit Pte Ltd	
Camion Company Limited	
Phillip Financial Pte Ltd	
Walker Crips Group Plc	
Phillip Capital Pte Ltd	
Phillip Investment Corporation Pte Ltd	
Phillip Securities (Thailand) Public Co Ltd	
Phillip Brokerage Pte Ltd	
Phillip Capital Management (S) Ltd	
King & Shaxson Capital Limited	
Phillip Assets Pte Ltd	
IFS Capital Limited	
Phillip Private Equity Pte Ltd	
ECICS Limited	
Phillip Ventures Enterprise Fund 2 Ltd	
Phillip Ventures Enterprise Fund 3 Ltd	
Phillip Life Pte Ltd	
Phillip Enterprise Fund Limited	
Phillip Life Assurance Public Company Limited	
Phillip Bank Plc	
Phillip Ventures Enterprise Fund 5 Ltd	
Phillip UK Holdings Limited	
Phillip Ventures Enterprise Fund 6 Ltd	
Phillip Ventures Enterprise Fund 6B Ltd	
Phillip RMO Holdings Pte Ltd	
Phillip Fintech Holdings Pte Ltd	
<b>Jeffrey Lee Chay Khiong</b>	
Phillip Capital Management (S) Ltd	
Phillip Tokai Tokyo Investment Management Pte. Ltd.	
Phillip Asset Management Company Limited (as alternate director)	

<b>Current Directorships</b>	<b>Past Directorships of last 5 Years</b>
Phillip Mutual Berhad (as alternate director)	
<b>Linus Lim Wen Sheong</b>	
Phillip Fintech Holdings Pte. Ltd.	
Phillip RMO Holdings Pte Ltd	
Phillip (Mauritius) Private Limited	
Indobizinfo Pte Ltd	
Wine Administrator Pte. Ltd.	
Phillip Wines Pte. Ltd.	
Agility Asset Management (Singapore) Pte Ltd	
Agility Partners Pte. Ltd.	
Phillipcapital Menkul Değerler A.Ş	
Phillip Properties Pte Ltd	
Phillip Brokerage Pte Ltd	
Phillip Life Pte Ltd	
Phillip Assets Pte Ltd	
Phillip Capital Pte Ltd	
Phillip Strategy Pte Ltd	
Phillip Investment Corporation Pte Ltd	
Vanda Pte. Ltd.	
Phillip UK Holdings Limited	
Phillip Capital Management (HK) Limited	
Phillip Tokai Tokyo Investment Management Pte. Ltd	
Phillip Asset Management Company Limited	
Phillip Mutual Berhad	
Phillip MFIs Pte. Ltd.	
Phillip Capital (USA) Pte Ltd	
Camion Company Limited	
Phillip Thematic Fund Pte. Ltd.	
Phillip Private Equity Pte. Ltd.	
Phillip Capital Management (S) Ltd	
Cyberquote Pte Ltd	
Poems Pte Ltd	
Phillip Capital UK Limited	
King & Shaxson Custody Ltd	
<b>Lim Wah Sai</b>	
Symphony Digital Assets Pte. Ltd.	
Phillip Life Assurance (Cambodia) PLC	
PCMA Holdings Pte Ltd	
Phillip MFIs Pte. Ltd.	
T.W.I.N. Agri Tech Co. Ltd	

<b>Current Directorships</b>	<b>Past Directorships of last 5 Years</b>
Agility Property Services Hong Kong Limited	
Agility Holdings Inc.	
Vanda Property Holding Limited	
Phillip Capital Management (S) Ltd	
Phillip Insurance Investments Pte. Ltd	
Phillip Bullion Limited	
Phillip Capital (HK) Limited	
The Institute of Securities Dealers Limited	
The Hong Kong Association of Online Brokers Limited	
Phillip Financial Advisors (HK) Limited	
Cyberquote (HK) Limited	
Phillip Finance (HK) Limited	
Hui Li (HK) Nominees Limited	
Swiftson Limited	
Phillip Capital Management (HK) Limited	
Phillip Securities (Hong Kong) Limited	
Phillip Commodities (HK) Limited	
<b>Louis Wong Wai Kit</b>	
Phillip ETF Series OFC	
Phillip Capital Management (S) Ltd	
Phillip Capital (HK) Limited	
Phillip Institute of Financial Learning Co Ltd	
Phillip Finance (HK) Limited	
Cyberquote (HK) Limited	
Phillip Securities (Hong Kong) Limited	
Phillip Capital Management (HK) Limited	



PHILLIP GROWTH FUNDS

PROSPECTUS

BOARD OF DIRECTORS OF PHILLIP CAPITAL MANAGEMENT (S) LTD

Signed:



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Lim Hua Min  
Director  
(Signed by Jeffrey Lee Chay Khiong  
for and on behalf of Lim Hua Min)

Signed:



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Linus Lim Wen Sheong  
Director

Signed:



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Jeffrey Lee Chay Khiong  
Director

Signed:



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Lim Wah Sai  
Director  
(Signed by Jeffrey Lee Chay Khiong  
for and on behalf of Lim Wah Sai)

Signed:



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Louis Wong Wai Kit  
Director  
(Signed by Jeffrey Lee Chay Khiong  
for and on behalf of Louis Wong Wai Kit)